

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(CIVIL ENGINEERING DEPARTMENT)

GENERAL INSTRUCTIONS TO TENDERER

1. Contract documents consisting of the detailed plans, complete specifications, schedule of quantities of work to be done, and set of conditions of contract to be complied with by the persons whose tender may be accepted which also be found printed in the form of tenders and can be seen at the office between the hours 07.30 AM to 12.00 AM and 1.30PM to 05.00 PM. every day except on Sunday and Public Holidays on Saturdays the same may be seen between hours 7.30AM to 12.00AM.
2. Tenderer should visit the site www.bvfcl.etenders.in for participating the tender.
3. Earnest Money should be deposited in favour of BVFC Limited, Namrup, PO: Parbatpur, Dist.: Dibrugarh (Assam) or Bank guarantee from a ~~Nationalized Bank~~ **Nationalized Bank**.

"The tenderers are required to upload scanned copy of Demand Draft / Bank pay challan (available on our website) in lieu of EMD.

IF the EMD is submitted in the form of DD, then it may please be drawn on SBI/UBI/UCO bank in favour of Brahmaputra Valley Fertilizer Corporation Limited payable at Namrup.

"The demand draft/bank Challan must reach the office of the Civil Engineering Department, BVFCL Namrup on or before the above mentioned dates. **If failed to do so, the tender will be summarily rejected.**
4. The contractor / contractors whose tender is accepted will be required to furnished security for the due fulfillment of his / their contract consisting of a deduction of 10% from the payment to be made on account of work done unless otherwise specified in the special conditions if there is any. The earnest Money of the successful tenderer will be treated as part of the security to be adjusted against percentage deduction from bills as specified in the clause 11 of the General Directions and conditions of contract enclose with the tender. In case the tender amount of the successful tenderer i.e. (to whom the work will be allotted) is higher than the estimated cost the difference between 2.5% of the actual tendered amount shall be deposited by the successful tenderer within the period specified in the letter of acceptance of tender. The earnest money of the unsuccessful tenderer will however, be refunded in due course.
5. The acceptance of the tender will rest with General Manager, BVFC Limited who does not bind himself to accept the lowest tender and reserved to him the authority to reject any or all the tenders received without the assignment of any reason.
6. The tender, which do not fulfill any of the above conditions or are incomplete in any respect are liable to be summarily rejected. If the tenderer whose tender is accepted by BVFC limited, fails to undertake the works as per terms of contract, earnest money deposited by him will be forfeited in that case.
7. Canvassing in connection with tender is strictly prohibited and the tender submitted by the contractor who resorts to canvassing will be liable to rejection.
8. Tenderer will be required to produce an Income Tax clearance certificates from IT authorities concerned before acceptance of tender.
9. A tender in which rates or amount tendered are not quoted in figures as well as in words or in which the amount for each item is not worked out or in which the amount for total is not given is liable to be rejected.
10. Sales Tax or any Tax materials in respect of this contract shall be payable by the contractor and the company will not entertain any claim whatsoever in this respect.
11. The whole work may be split up between two or more contractors accepted in part and not in entirely if considered expedient.
12. In the item rate, tenders percentage above or below the quoted rates should not be specified. Tenders containing such conditions are liable to be rejected.
13. The contractor shall not stipulate any additional conditions and the tender containing such conditions shall not be considered and will be summarily rejected.
14. Unskilled and semi skilled workers required for this job shall have to be recruited as per State Govt. rules.
15. The time of completion of the work is **as specified in the first page of the NIT from** the date of commencement mentioned in the work order.
16. The rates quoted in the tender shall hold good for three months from the date of opening of the tender. After the expiry of the said period of three months, the rates are to be confirmed by both the parties before executing the contract. No tenderer can withdraw his tender or revoke the same within the said period of three months. If a tenderer withdraws or revokes the tender or revises the tender rates for any item within a period of aforesaid three months, his earnest money deposited shall be forfeited.

17. The intending tenderers are to make ~~themselves~~ thoroughly ~~conversant~~ with the site conditions before submission of their tenders as no claim whatsoever on this context shall be entertained afterwards.
- 18 Materials will be supplied by BVFC limited, as requirements (Subject to availability) and cost will be recovered from bills:
- (a) Cement & M.S. Round/ TMT /Structural Steel bars shall be issued free of cost basis from BVFCL store.

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. Engineer's Status

- a) The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may become necessary to ensure the proper execution of the contract. He shall also have authority to inspect and reject all works and materials which do not confirm the specification, to direct the application of contractor's to any portion of the work, as in his judgment is required, and to order the said force to increase or diminished and to decide questions which arise in the execution of the work.
 - b) The Engineer reserves the right to suspend the work or part thereof any time and no claim whatsoever on his ~~account~~ shall be entertained. In case of any clarification, the contractor may appeal the Engineer-In- Charge whose decision shall be final and binding.
 - c) The above inspection shall, however, not relieve the contractor or his responsibilities in regard to defective materials or workmanship and the necessity for rectifying or replacing the same.
 - d) The judgment of E.I.C for determining the category of an item not mentioned in the schedule shall be final.
2. The quantities given in the schedule of quantities are approximate and given only for the guidance of the contractor for quoting their rates. Payment of bills shall however, be made on actual measurement of the quantities of work done. Measurement shall be taken as per Indian Standard. Nothing extra shall be paid to the contractors over the quoted rates if there is any increase in the quantities.
3. The contractor shall be fully responsible for the correct setting out and execution of the work in accordance with approved plan, which will be supplied to him. The **Engineer-In-Charge (E.I.C.)** may insist on providing technical personnel of recognized qualifications by the contractor for the purpose. No claim whatsoever will be entertained for delay or hindrance due to giving levels or any other cause.
4. The contractor must specially note that he has to work in complete co- ordination and close co-operation with other contractors as provided in clause 13 of General Directions and Conditions of Contract.
5. The rate of each item of work shall be inclusive of supplying all materials and labours and doing any particular item of work in all completeness except otherwise stated in the schedule of items of the work, it shall also include all taxes that may have to pay to the Government.
6. Rates quoted shall be applicable for all floors, heights, etc. unless otherwise stated and nothing extra shall be paid to the contractor on this account. The rates quoted shall be firm and no escalation will be allowed unless otherwise agreed up on.
7. a) Materials: The procurement of all materials except those specified in the NIT shall be the responsibility of the contractor unless otherwise stated in the schedule of items of the work. The ~~quality of the materials procured by the contractor~~ shall be subject to the approval of E.I.C. or has authorized representative before the materials are allowed to be used in the work. 1st class pucca bricks which mean the best quality amongst bricks available within local area and having ultimate crushing strength of 55 Kg. / SqCM.
- b) For timber, sand, stone etc., the following equations shall hold well in so far as the payments of rates are concerned.
- As per CPWD Schedule of rates : As at Namrup
- a) 2nd class kail wood : 1st class hollock or Champa seasoned wood.
- b) Badarpur / Jamuna Sand : Coarse clean sand of river Buridihing
- c) Broken ballast river : Local river Shingle or broken from Dilli quarry.
8. Except otherwise clearly stated, CPWD specification (Latest) to be followed in all works and in absence of the specification for any work relevant I.S. code to be followed.
9. The contractor will be entitled to get 75% payment against the value of the materials of steel, if the steel is arranged by the contractor, steel should belong to commercial quality Grade1 for

which certificate must be obtained from the Engineer (Who may demand manufacturer's certificate in this respect) with regard to quantity and for having delivered at size without which, no payment will be made. The contractor shall be required to execute Indemnity Bond or non-judicial stamp paper against any loss or damage to such materials.

10. Transport of all materials will be contractor's responsibility and it will be at his own risk. The delivery of cement shall be taken at BVFCL stores. He will be responsible for safe custody of cement and all other materials.
11. The contractor shall follow all official regulations, specially the following important ones with regards to labour employed by him, (1) Factory Act-1948 (2) Assam factory Rules, (3) Minimum Wages Act, (4) Payment of Wages Act- 1957, (5) Personal Injuries (Compensation Insurance) Scheme - 1965, (6) Worker's Compensation Act - 1923, (7) Current BVFCL regulation, (8) Fortnightly report of the labour employment on construction and (9) Contract Labour Act- 1970 (Regulation & Abolition). The above Acts, Rules and Regulations as amended time to time.
12. **Tests:** According to the nature and importance of works, BVFCL may demand the conduct of test on concrete and construction materials etc., in which case, the contractor shall get the same done at his own laboratory to be approved by BVFCL. Contractor shall supply free of cost all materials to be tested required for sampling as well as transport for bringing the samples at the place of testing.
13. **Guarantee / Maintenance Period:** This shall ordinarily be six months also include at least one monsoon period after date of completion and handing over the work to BVFCL. Other details are as referred in clause 62 of General Directions and Conditions of contract (GDCC).
14. **Provident Fund benefits of contractor's labourers:** The contractor shall have to deposit with the company 81 / 3% of the wages paid to each eligible employees plus matching contribution of the contractor himself of each employee by 5th of each month. The contribution should be deposited by each contractor with the company by 5th of each month, with the list of eligible employee for whom recovery has been made with a certificate that statement furnished in true and correct and no eligible employee has been excluded from the list. The administrative and inspection charges will also have to be deposited by the contractors.
15. **Class of employee entitled and required to join the fund**
Every employee in or in connection with the work of a factory or other establishment to which the scheme applies other than a excluded employee shall be entitled and required to become member of the fund from the beginning of the month following that in which this paragraph comes into force in such factory or other establishment if on the date of such coming into force, he has completed one year contribution of service or has actually, worked for not less than 240 days during a period of 12 months or less in that factory or other establishment to which the Act applies, under the same employers partly in one or party in the other.
16. **Set of Clause:** Any sum of money due and payable to the contractors (including security deposit returnable to him or under this contract may be appropriated by the company, Government or any other person or persons contacting through Secretary of any department of any Ministry of Govt. and set off against any claim of the company or Government or such person or persons for the payment of a sum of money arising out of under any other contract made by the contractor with the purchase of Government or such other person of Company.
17. In case BVFCL is unable to issue the cement or any other materials stipulated in NIT, the contractor shall have to procure the same with prior approval of the Engineer-In-Charge. But no extra claim whatsoever shall be entertained by BVFCL on this score.
18. **Electricity:** Electricity will be supplied at the applicable rate per unit. BVFCL shall provide the electricity source only at one point near working site. Distribution from point of source up to point of actual requirement shall have to be provided and maintained by the contractor confirming to the regulations of BVFCL and I.E. rule as amended up to date at his own cost. Contractor has also to install energy meter at his cost. No claim whatsoever shall however, be entertained on account of failure of electricity, BVFCL and no extension of time allowed on this account.
19. During execution of the work wherever safety permit is required, this should be obtained from the concerned authorities and all necessary safety precautions taken. Contractor should also abide by the Company's safety orders in force concerning safety to the plant and personnel and should take adequate steps to ensure safety of their works. Contractor should also indemnify the company all cases in which their workmen meet with accident in work and in respect of which the said worker elect to prefer claims under the workmen compensation act against the company as the Principal Employer.
20. The contractor should also take particular care to ensure that the roads are kept free from

obstructions at all times so that the passage of all vehicles, cranes etc are not obstructed due to contractor's work and materials.

21. The contractor shall at his own cost, provide proper hutment and sanitary arrangement for his labour and staff to full satisfaction of local authorities. He will also make suitable arrangement for the disposal of night soil to the satisfaction of local authorities concerned.
22. The contractor shall erect site office and cement go-down at his own cost to satisfaction of **Engineer-In-Charge (E.I.C.)**.
23. On each job a full time competent supervisor must be employed by the contractor for proper supervision of job and also nothing instruction of **E.I.C.** of his accredited representative for their satisfactory compliance. The competence of otherwise of the supervisor will be judged by the Site Engineer concerned whose decision in this regard shall be final.
24. **Jurisdiction:** The contractor shall be deemed to have been entered in Parbatpur and all cause of action in relation to contract will therefore be deemed to have arisen within the jurisdiction of Dibrugarh Court.
25. **Force Majeure:** Neither contractor nor BVFCL shall be considered in default in performance of its obligation here under if such performance is prevented or delayed because of war hostilities, revolutions, civil commotion, strike, epidemic, accident, fire, cyclone, flood, earthquake or because of any law & order proclamation, regulations or ordinance or any Government or sub- division thereof or because of any act of God or for any cause beyond the reasonable control of the party affected. It is incumbent on either party to inform the other within fourteen days of such occurrence as mentioned above. Should one or both the parties be prevented from fulfilling their contractual obligation by a state of "Force Majeure" lasting continuously for a period of seventy days, the two parties should consult each other regarding the future execution of the contract for mutual settlement. Non-availability of materials shall in no event be considered as a condition of force Majeure.
26. **Painting of doors and windows etc.:** Painting including primer shall not be started until the E.I.C. has inspected the item of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work. The painting coat with approved primer however, be applied before the erection of frames (chowkats) at site as directed. Approved paints, oil or varnish primer etc as directed by E.I.C **shall** be brought to the site of work by the contractor in their original container in sealed condition. The material shall be brought in at a time in adequate quantities to sufficient for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contractor and site supervisor of BVFCL. The empties shall not be removed from the site of work till relevant item of work has been completed and permission obtained from the **E.I.C.** The method of application and all other direction shall conform to the CPWD specification (Delhi) 1977 or latest edition.
27. **Sunday and Holiday:** No work shall be carried out by the contractor on Sunday and listed Holidays of BVFCL except the special permission from the **E.I.C.**
28. **Night work:** In case work is to be carried out during night to meet the special requirement of any particular portion of work if found necessary by E.I.C., adequate arrangement to the satisfaction of the E.I.C. are to be made by the contractor at his own cost and nothing extra shall be paid on this account.
29. No compensation for any damage done by rain, traffic or any unfavorable working conditions during the execution of work, shall be made.
30. Water tanks, vats or other depressions made at site shall be properly filled up, removed and the site neatly dressed by the contractor at his own expenses according to the instruction of E.I.C.
31. **Curing:** If the Engineer finds at any stage that the arrangement for curing of the concrete foundation, masonry floors, plaster, RCC works and other jobs necessitating curing is unsatisfactory he shall employ departmental labour for the purpose after serving a written notice to this effect and the expense incurred thereby shall be deducted from contractor's bills.
32. All endeavors will be exercised by the Company to pay up the final bill under normal conditions within three months from the date of actual completion of the work to which the contractor shall also extend his full co-operation and effect the refund of a security deposit withheld from all our account and final bills after the expiry of the maintenance and guarantee period as defined in Clause 13 of "Special Terms and Conditions of Contract" (GDCC), but in case due to unavoidable circumstances, the payment of final bill is deferred beyond 03 (Three) such months, 90% of the security deposit will be refunded after expiry of its due period and the balance 10% shall be withheld till the final bill is actually paid without prejudice to what have been stated in Clause 63 of GDCC.
33. The contractor shall get their establishment registered under shops and Establishment Act. The contractor employing more than 20 (Twenty) workers on any day,

they shall get their firm registered under Contract Labour Regulation and Abolition Act-1970.

34. The contractor have to intimate the date, time and place of payment to their labourers engaged in the job to the Chief Personnel Officer (Welfare) of BVFCL before the date of start of the work with intimation to us.
35. The contractor must ensure that the payment of wages to labourers under each contract is made in presence of representative(s) of BVFCL and must obtain the signature of BVFCL's representative on the pay Bill / wage register.
36. Contractor shall not stop the work in case of any dispute unless the nature of dispute is such that further progress of work is rendered impossible. Unilateral stoppage of the work by the contractor shall be considered as a breach of contract and the BVFCL reserved the right to take such action as it may deem fit keeping its interest as paramount. In the event of contractor failing to fulfill the obligation under the contract-owner has a right to get the work done at the contractor's risk & cost reserving its right for damage.
37. **Materials:** All pipes and sockets shall be galvanized mild steel of medium grade conforming to IS-1239- 1964. Pipe fitted be IS- 554 – 1955 (or revised) Testing the joints: After laying and jointing the pipes and fittings shall be inspected under working condition of pressure and flow. Any joint found leaking shall be redone and all leaking pipes removed and replaced without extra cost. The pipes and fittings after they are laid shall be tested to hydraulic pressure of 6 Kg./ CM² (60 Mtr.). The pipes shall be slowly and carefully charged with water allowing all air to escape and avoiding all chock or water hammer. The draw off-takes and stop- chocks shall then closed and specified hydraulic pressure shall be applied gradually. Pressure gauge must be accurate and preferably should have been recalibrated before the test. The test pump having been stopped, the test pressure should maintain without loss for at least half an hour. The pipes and fittings shall be tested in section as the laying proceeds, keeping the joint exposed for inspection during testing.
38. **Gate passes:** The contractor shall also arrange to obtain valid gate passes for its men and equipments from the concerned authorities of the project. No man / materials / equipments not covered by valid passes be permitted with the project area and no materials / equipments shall be permitted to be taken out of the project area unless authorized by the concerned authorities of the project. The contractor shall be held fully ~~responsible~~ for any or all delays / losses / damages that may result consequent on any lapses that may occur on the part of his sub-contractor / employees in this regard.

SAFETY PRECAUTIONS TO BE FOLLOWED IN DIFFERENT WORKS

Without any prejudice from either side to the safety Clauses of the contract, the contractors should take special care in the following issues:

1. All the workers must use Safety helmets for working in an area where there is possibility of falling from top.
2. All workers working at heights must use safety belts and proper care regarding stability of staging ladders, platforms, hand rails etc. must be taken.
3. When staging and shuttering materials are removed from heights proper cordoning of the area below must be done and the job should be done in presence of a responsible supervisor to avoid accidents.
4. Temporary ~~electrical connection taken by the contractor~~ from the source given by BVFCL must comply with I.E. rules.
5. Welding machines, generators etc. must be checked for defective working, loose connection etc. if any, before use.
6. Welders must not work without safety goggles and gloves.
7. While lifting the materials by derrick, winch, crane or any other lifting device, only skilled and experienced rigger should be allowed to work and for the entire tenure of job a site engineer must be physically present from contractor's end to avoid accident.
8. Proper and adequate safety precautions must be taken while working inside a closed compartment for either hot or cold jobs.
9. Tools, tackles, ropes, ceiling etc. used for erection must be thoroughly checked every week and specially before use of their strength to avoid accidents.
10. For inflammable materials like varnishes, paints etc. all suitable precautions must be taken before use to avoid accident.
11. For all works continuing after 4.30 PM, contractor must inform in writing about the places and nature of job so that our Engineer on duty can take proper care.
NO JOB RISKY NATURE SHOULD BE ALLOWED TO CONTINUE WITHOUT VALID SAFETY PERMIT TO AVOID ACCIDENTS.
12. While working at heights for welding jobs, proper care should be taken so that any material lying below like cable, jute etc. are not damaged due to welding sparks.

FORM XVIII

[See Rule 78(2) (a)] Name &

address of contractor

.....
.....

Name & address of

Establishment.....

..... Under which contract work is carried
on

..... Name & address

of Principal

Employer.....

.....

Wages Period: Weekly / Fortnight

From.....to.....

Nature:

Location of work:

Note: Chart as per GDCC printed.

ARBITRATION AND LAWS

1. ARBITRATION:

Except where otherwise provided for the contract, all questions and disputes relating to the meaning of the specifications, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawing, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or the execution of failure to execute the same whether arising during the progress of work or after completion or the execution of failure to execute the same whether arising during the progress of the work or after the completion or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of Managing Director / General Manager / Chief Engineer of Brahmaputra Valley fertilizer Corporation Limited, Namrup and if the General Manager is unable or unwilling to act, to the sole arbitration to some other person ** appointed by the General Manager, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of BVFCL, Namrup and that he has to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrators to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act shall ** appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such General Manager as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not be referred to arbitration at all cases where the amount of the claim in dispute is possible, the matter is not to be referred to arbitration at all cases where the amount in dispute is Rs. 50,000/- (Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award. Subject as aforesaid the provision of the Arbitration Act 1950, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount claimed in respect of each such dispute. The arbitration(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award. The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date, he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute of difference referred to him. The venue of arbitration shall be such place and may be fixed by their arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

2. LAWS GOVERNING THE CONTRACT:

This contract shall be governed by the Indian laws for the time being in force.

PREAMBLE TO SCHEDULE OF QUANTITIES

The plans have been involved tentatively based on information available dimensions and details etc. are liable to changes. The tenderers shall not be entitled to claim any higher rates or compensations on this account. The drawings are intended mainly to give an indication of the probable type of construction. The successful tenderers will, however be required to execute the work as per detailed approved drawings issued to them from time to time. Steel structures can be changed to Reinforced Cement Concrete (RCC) or vice-versa. BVFCL reserves right to add or delete any of the works mentioned in the NIT during pendency of contract.

The tenderers shall note that the quantities of the different items as given in the schedule of quantities are tentative based on tentative drawings and are subject to variations and they shall not be entitled to claim any higher rate or compensation on this account. BVFCL reserves the right to change, modify the size and type of sections at any time. BVFCL does not guarantee work under each item of schedule of quantities. **The total quantum of work may vary up to 20% on either side and nothing extra will be paid on this account.**

The tenderers shall be fully responsible for the correct setting out and execution of the work in accordance with the approved plans, which will be supplied to them progressively. All the tools & tackles and construction equipments etc shall be responsibility of the tenderer.

The successful tenderers shall be required to leave pockets, cutouts and holes in slab, walls, foundations of equipments and machinery without any additional charges.

The quantities given in the schedule of quantities are approximate and are given only for the guidance for quoting rates. Payment on bills shall however, be made on actual measurements for quantities of work done as per approved drawing unless otherwise specified, measurements of quantities shall be taken as per Indian Standard IS-1200. Nothing extra shall be paid to the contractor over the quoted rates if there is increase or decrease in the quantities and such variation in quantities, shall not however vitiate the contract in any way whatsoever.

The rates to be inserted in the schedule of quantities are to be full inclusive of the value of the work described under several items including all costs and expenses which may be required in and for the construction of the work described together with all taxes, general risks, liabilities and obligation (e.g. Temporary buildings, fencing, watching, lighting, insurance, labour regulations indemnity, maintenance and the like). The prices are to be inclusive of all labourers, materials, tools, plants, equipments, hoist, tackles, scaffoldings and the sundries etc. as may be necessary for full and entire completion of the work in all respects.

The quoted rates shall be applicable for all floors, heights, depths etc. except otherwise stated clearly in the description of items and nothing extra shall be paid to the contractor on this account.

Materials: The procurement of all the materials shall be responsibility of the contractor unless otherwise stated in the schedule of quantities and elsewhere in the tender documents. The quantity of the materials procured by the contractor shall be subject to the approval of Engineer-In-Charge or his authorized representative before the materials are allowed to be used in the works. All the materials to be procured by the contractor shall be in conformity with the Central Public Works Department (C.P.W.D.) specifications and in absence of which the laid down in the relevant I.S. Codes.

Transport of all materials shall be the contractor's responsibility and it shall be at their own risk and cost.

Test: In accordance to the nature and importance of the work BVFCL shall demand the conduct of tests on concrete materials etc. in which case the contractor shall get the same done at his own cost in a laboratory to be approved by BVFCL. Providing and operating necessary measurement and testing devices, materials and consumables are included in the scope of work and the rates quoted shall be deemed to include the cost of such tests, which are required to ensure achievement of specified quality of work. Nothing extra shall be paid for any intricate concrete, shuttering or reinforcement work of foundations of equipment and machinery and other superstructure work or any delays in concreting in small and thin sections in Plain Cement Concrete (PCC) or RCC works etc. Nothing extra shall be paid in PCC / RCC works for all rebating, chamfering, grooving, sinking, throating, weathering, and moulding etc. in accordance with details shown on the drawings. All exposed surfaces of RCC / PCC, wherever required shall be finished to a fair face to give smooth and even surface. Nothing extra shall be paid in this account. Nothing extra shall be paid in the unit rate of the structural steel works if built up sections / compound sections have to be used. Prior approval of BVFCL shall have to be obtained for changing the section due to non-availability of certain sections and using built up section / compound and nothing extra shall be paid for on this account. No work shall be undertaken at site until detailed approved drawings have been issued by BVFCL in writing. Subsequent revisions in the drawings, which become necessary shall be incorporated and revised drawings issued to the contractor who shall execute

the works as per the latest revised drawings. Nothing extra will be paid on this account and no claim whatsoever will be entertained on this account and also no extension in the completion time shall be allowed for those changes. BVFCL reserves them to themselves the right to modify / revise / alter etc. in any drawings supplied to them. Any fabrication / construction done before final approval of the drawings shall be the contractor’s responsibility. In case of any discrepancy between the description of items given in the schedule of quantities and specifications, drawings and other documents, the decision of Engineer-In-Charge in writing shall be final, binding and conclusive for the purpose of contract. No compensation for any damage done by rain or traffic during execution of the works shall be made by BVFCL. The term “Design and Drawings” mentioned in the description of the items in the ‘Schedule of Quantities’ means the detailed approved design & drawings marked “Good for Construction”.

The word “ As described”, “As shown”, “As directed” or As approved” “As complete”, “As mentioned” in the description of items shall mean as directed in design or detailed drawings and as directed by Engineer-In-Charge.

The contractor shall afford all reasonable facilities such as scaffolding etc. and co- operation to the various other agencies and contractors for services not included in this contract who may be working on the site simultaneously so that the entire work can proceed smoothly and simultaneously to a successful completion. The tenderer must take all the aforesaid factors in to consideration while quoting his rates, for no extra charges shall be allowed on any ground out of or relating to aforesaid factors.

For details of works, materials and workmanship attention is invited to schedule of quantities scope drawings, special conditions.

Materials and job specifications preamble to the schedule of quantities and the tenderers must quote the rates keeping in view the requirement of the said documents.

The following notations have been used throughout the schedule of quantities and materials and job specifications.

1. CUM	Cubic meter
2. Sqm	Square meter
3. M	Meter
4. No / Nos.	Number / Numbers
5. Tonne (MT)	Metric Tonne
6. Kg.	Kilo-gram
7. RCC	Reinforced Cement Concrete
8. PCC	Plain Cement Concrete
9. B.W.	Brick Work
10.C: M	Cement Mortar

Provisions of this preamble shall prevail over those in the general directions and conditions of contract.

General Direction and Conditions of Contract

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30. Return Of BVFCL's Surplus Materials to BVFCL.
31. Consumption of Materials Basis of Calculation
32. Workers to be executed Accordance with Specifications, Drawings, orders etc.
33. Alteration of specifications & Designs do not invalidate contracts.
34. Rates of Extra Items.
35. No Compensations for Alterations in or Restrictions of Works to be Carried Out
36. Action & Compensation Payable In Case of Bad Work
37. Works to be open for inspection
38. Notice to be given before works in covered up.
39. Contractor liable for damage done and for imperfection for 03 months after certificate.
40. Contractor to Supply All Plants, Ladders, Scaffolding Etc.
41. Provision Of Workmen's Compensation Act
42. BVFCL Not Responsible For Contractor's Employees
43. Contractor's Responsibility for the Manner of Execution of Work
44. Sums Payable By Way of Compensation Without Reference to Actual Loss
45. Action Where No Specifications
46. Contractor's percentage whether applied to net or gross amount of bills.
47. Materials obtained from dismantling and excavation etc.
48. Cleanliness of Site.
49. Inconvenience to the Public.
50. Contractor to pay for water required for work.
51. Delay in supplying Materials.
52. Employment for certified plumbers.
53. Employment to Licensed Electrical Foreman.
54. Cleaning, Filling and leveling of site.
55. Contractor to Comply with All Laws etc.
56. Contractor to make and maintain approaches etc.

57. Contractor to submit programme of construction.
58. Contractor to Be Liable for All Taxes Etc.
59. Assignment or Sub-letting of Contracts
60. Contractor to Remove Unsuitable Employees
61. Handing Over of Works.
62. Maintenance of Works.
63. Repayment of Security Deposits
64. Income Tax Clearance Certificate
65. Set -Off
66. Determination of Contract Owing To Default Of Contractor
67. Matters Finally Determined By BVFCL
68. Settlement of Disputes
69. Introduction of National Apprenticeship Scheme for Employees of Contractors Engaged in the Construction wing.
70. Appointment of Qualified Engineers by Contractors.
71. Arbitration.
72. Jurisdiction.

1. Definitions & Interpretations:

In this General Directions & Condition of Contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) 'BVFCL' shall mean the Brahmaputra Valley Fertilizer Corporation Ltd. or its Administrative Officers authorized to deal with any matter with which the presents are concerned on its behalf.
 - b) 'General Manager' shall mean the Executive in executive charge of the whole of Namrup Project of BVFCL.
 - c) 'Engineer' shall mean the Executive in charge of the work and shall include the superior officers of the Engineering Department of BVFCL.
 - d) 'Engineer's Representative' shall mean the Assistant Engineer / Assistant Foreman in direct charge of the works and shall include any other official appointed by BVFCL.
 - e) 'Contractor' shall mean person, firm or Company who enters into contract with BVFCL and shall include their executors, administrators and successors and permitted assigns.
 - f) 'Contract' shall mean and include the agreement of the work order, the accepted schedule of rates or the schedule of the rates of BVFCL modified by the tender percentage for items of the works quantified or not quantified, the General Conditions of Contract, the Special Conditions of Contract, if any, the specifications, if any, and tender forms if any.
 - g) 'Works' shall mean the works to be executed in accordance with the contract.
 - h) 'Specification' shall mean the specifications for materials and works issued under the authorities of the Engineer or as amplified, added or specified by special specifications if any.
 - i) 'Drawing' shall mean the maps, drawing, plans and tracing or prints thereof annexed to the contract and shall include any modification of drawings and further drawing as may be issued by the Engineer time to time.
 - j) 'Site' shall mean the site and other places on, in or through which the works are to be carried out and another lands or places provided by BVFCL for the purpose of the contract.
 - k) 'Period of maintenance' shall mean the specified period of maintenance from date of completion of works as certified by the Engineer.
 - l) "Government" means and includes the Central Government as well as State Governments.
 - m) Where ever the terms Company, Corporation or factory appears in the Tender documents, it will mean Brahmaputra Valley Fertilizer Corporation Limited (BVFCL), Namrup, Assam.
2. **Singular & plural** – Words carrying singular number shall also include plural and vice versa, where context requires.
 3. **Headings** – The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be the part of or taken into consideration in the interpretation or construction thereof or the contract.
 4. **Law governing the contract:** The contract shall be governed by law for the time being in force in the Republic of India.
 5. **Services of notices of contract:** The contractor shall furnish to the Plant In-charge, the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the Contractor or his authorized agent or left at or posted to the addresses so given and shall be deemed to have been given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-In-charge.
 6. **Occupation and use of land:** No land belonging to or possession of BVFC shall be occupied by the Contractor without permission of BVFC. The contractor shall not use or allow to be used, the site for any purpose other than that of executing the works.
 7. **Commencement of works:** The contractor shall commence the works within the 7 (seven) days of the receipt by him an order, in writing to this effect from the Plant In-charge and shall proceed with the same with due expedition and without delay.
 8. **Work during Night** – The contractor shall not carry out any work between sunset and sunrise without the previous written permission of the Engineer.

9. **Tender documents available for Inspection:** Tender Documents consisting of the designs, drawings, schedule of quantities and rates of the various items along with their description and complete specifications and the set of "Scope of work and Special Terms & Conditions and the sets of "General Direction and condition of contract" or any other document required in this connection with the signed for the purpose of identification by the Engineer shall be open for inspection by the tenderers at the office of the Engineering Department during the office hours on all days (except Sundays and holidays).
10. **Incomplete Tender Papers:** If a tender issued to an intending tenderer is incomplete he shall request the office of Plant In-charge to complete the same before he delivers his tender.
11. **Earnest Money & Security Deposit:** The tenderer should deposit Earnest Money in one of the following forms with the Finance Manager, Brahmaputra Valley Fertilizer Corporation Limited, Namrup Unit, P.O. Parbatpur, PIN-786 623 and attach receipt thereof with his tender. On acceptance of the tender by BVFC the Earnest Money deposit by the contractor with his tender will be retained by the BVFC as part of the security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit which will be 10% of the total value of the contract (unless otherwise specified in the special conditions, if any) shall have to be deposited by the contractor or may be recovered by percentage deductions from the contractor's "On Account" bills.

The Earnest Money shall be deposited by the tenderer in the following forms:

- (i) Bank challan on State Bank of India, Namrup, in favour of the Brahmaputra Valley Fertilizer Corporation Limited, Namrup (Assam).
- (ii) Deposit at call receipt of any schedule Bank.

Earnest Money shall not be accepted in any form other than those specified above and the tender not accompanied by Earnest Money in the proper form may not be considered.

No interest will be payable on the Earnest Money or Security deposit for the amounts deposited by the contractor under the contract.

12. **Tenderer to study Tender Documents carefully:** The tenderer shall study all the Tender Documents very carefully. He should visit the site and satisfy himself as to the local conditions, the accessibility of the site, the full extent and character of the operation, the nature of the ground, the type of the machinery and the equipment needed, the conditions affecting the supply of materials and labour and the execution of the contract generally. No claim on ground of want of knowledge in such respects will be entertained.
13. **Contractor to provide facilities to other Contractor:** The tenderer must note that in case the building work, sanitary and water supply work and electrical installation work or other work or works are awarded to different contractors, the activities of all the contractor shall be as per direction of the Engineer. The building contractor shall also permit free of charge the use of his ladders and ordinary scaffolding (as may be available in position) to the plumbing, sanitary and electrical contractors. The building contractor shall however, not be required to make any special scaffolding for them.
14. **Tenderer by other than individuals:** When the tender submitted is not in the name of an individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm and shall be signed by the person or persons duly authorized by him by means of legally valid document (or a duly certified copy of the same) which shall be attached with the tender. For illustration, in the event of a tender being submitted by a Partnership Firm, it must be signed separately by each partner, or in the event of the absence of any, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, such Power of Attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
15. **Tenderer to quote both in Figures & Words:** The Tenderer should quote in figures as well as in words the rates for each item. He should clearly mention the amount against each item and strike the total wherever necessary. Special care should be taken that the percentage & the rates are always written in both words and figures in a way that interpolation is not possible. The word "Rs" should always be put before and the word "only" at the end of the word or figures i.e., Rs. 250/-

only/Rupees Two hundred and Fifty only. Erasures or over- writings of any kind in the tender may render the tender subject to outright rejection.; Where necessary, the original figures and words should be scored out and corrected figures and words written and the corrections attested by the tenderers. The same is for the case if overall percentage is to be quoted. For example: - 12% above to be written both 12% above and Twelve percent above.

16. **Declaration of tenderer's relation with BVFCL Employees:** Should a Tenderer or a Contractor or a share holder (in the case of a firm of a company of Contractors), have a relative employed in the capacity of Assistant Engineer and above in BVFCL, the tenderer shall inform BVFCL of such fact at the time of submission of the tender, failing which BVFCL may, in its sole discretion, reject the tender or rescind the contract in accordance with provisions of Clause 66.
17. **BVFCL not to assign any reason for rejection of Tender:** The acceptance of tenders will rest with BVFCL which does not bind itself of accepting the lowest tender and reserves to itself the right (i) to reject all tenders or (ii) to split up the work in part amongst two or more contractors (iii) to accept the work in part and not in its entirety, if considered expedient without assigning any reason or giving any explanation thereof.
18. **Tenders liable to rejection:** The following tenders will be liable to summary rejection:
 - i) Tenders submitted by tenderer who resort to canvassing.
 - ii) Tenders which do not fulfill all or any of the conditions laid down in the tender documents or are incomplete in any respect.
 - iii) Tenders, which contain uncalled for remarks or any alternative/additional conditions.
19. **Tenderer bound by his Quotation:** The rates quoted in the tender are to hold good for 3 months from the date of opening of the tender after which the rates are to be confirmed by both the parties before executing the contract. No tenderer can withdraw his tender or revoke the same within the said period of 3 months. If a tenderer withdraws or revokes his tender or revises the tendered rates of any items within the aforesaid period of 3 months, his Earnest Money will be forfeited.
20. **Contractor to Execute Agreement:** The contractor's responsibility under this contract will commence from the date of issue of the letter accepting the tender. The tender documents and letter of acceptance shall constitute the contract.
The successful tenderer shall be required to execute an agreement with the Brahmaputra Valley Fertilizer Corporation Limited, Namrup, Assam, within 10 (Ten) days of the receipt of Letter of Acceptance for specification of works and materials by him, as may be given in the Tender Documents and Special Conditions of Contract. The agreement to be executed will be in Agreement Form of works to be specified by BVFCL. The provisions contained in Tender Documents and any other documents exchanged between the tenderer and BVFCL shall form part of the contract.
21. **Compensation for non-commencement or delay in completion of the work:** Time shall be regarded at the essence of the contract and the failure on the part of the contractor to complete the contract on the date stipulated in the tender and the work orders for completion of the respective work shall entitle BVFCL to recover damages from the contractor by way of mutually agreed damages a sum equivalent to one half of one percent (Subject to maximum of ten percent) of the contract value of the work for each week or part of the week for which the contractor is in default.
22. **Extension of Time:** If the contractor shall desire an extension of time for completion of the work on the ground, of his having unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer within 30 days of the date of hindrance on account of which, he desires such extension and the Engineer may in his absolute discretion, authorized such extension of time, it may in his opinion (which shall be final) be necessary.
If the Engineer is satisfied that the work cannot be completed by the contractor (or in the event of failure on the part of the contractor to complete the works) within the extended time allowed as aforesaid, the Engineer shall be entitled, without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit under Clause 66 whether or not actual damages is caused by such default.
23. **Final Certificate: On the completion of the work the contractor shall be furnished with a certificate by the Engineer of such completion, but no such certificate shall be given, nor shall the work to be considered to be completed unless the contractor shall have removed from the premises on which the work shall be executed**

all scaffolding, surplus materials and rubbish and clean the dirt from all woodwork, doors, windows, walls, floors or other parts of any building, in up on or about which the work has been executed or of which he may have had possession or use for the purpose of the execution thereof, nor until the work shall have measured by the Engineer, whose measurement shall be binding up on and conclusive against the contractor. If the contractor shall fail to comply with the requirement of this clause as to removal of scaffolding, surplus materials and rubbish and dispose the same, as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

24. **'On Account' Payment:** The contractor shall be entitled to be paid monthly by way of 'On Account' Payment only for such works as in the opinion of the Engineer or his representative(s), certificate of measurement shall be subject to any deduction which may be made under these presents and shall further be subject to a retention of 10 (Ten) % by way of Security Deposit determined in terms of clause 11, provided always that the Engineer may by any certificate, make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.
25. **"On account" payment not prejudicial to final settlement:** "On Account" payment made to the Contractor shall be without prejudice to the final making up of the accounts and shall in no respect be considered or used as evidence of any facts stated in or to infer from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
26. **Payment to contractor's Bank, if so desired:** Payments due to the contractor may if so desired by him, be made to his Bank instead of direct to him provided that the contractor furnishes to the Engineer, (a) an authorization in the form of legally valid document such as a power of Attorney conferring authority of the Bank to receive payment, and (b) his own acceptance of the correctness of the accounts made out as being due to him by BVFCL of his signature on the bill other claim preferred against BVFCL before settlement by the Engineer of the account or claim by payment to the Bank. The receipt given by such Bank shall constitute a full and sufficient acquaintance for the payment. Receipt for payment made on account of a work, when executed by a partnership Firm, must also be signed by the several partners, except where the contractors as described by one of the partners, or by some other person authority to give effectual receipt for the firm. The contractor shall have no claim for any other compensation with respect to any delay in payment of any amounts which may be in BVFCL's hands owing to any disputes between BVFCL and the contractor.
27. **Payment of lums in Estimate:** When the estimate on which a tender is made includes lums in respect of part of the work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if part of the work in question is not in the opinion of the Engineer shall be final and conclusive against the contractor with regard to any sum of sums payable to him under the provision of this clause.
28. **BVFCL's lien on all moneys due:** BVFCL shall have a lien on and over all or any money that may become due and payable to the contractor under these present, and /or also on and over the Security Deposit or Security amount or amounts made under the contract and which may become repayable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to BVFCL by Contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between BVFCL and the Contractor. And further that BVFCL shall at all times, be entitled to deduct the said debt or same due by the Contractor from the moneys, securities or deposits which may become payable to the Contractor under these presents.
- 29 **Stores supplied by BVFCL:** If the contract provides for the use of any special description of materials to be supplied from BVFCL's stores or if it is required that the contractor shall use certain stores, to be provided by BVFCL, he shall be supplied with such materials and stores as are required from time to time to be used by him for the purpose of this contract only and the value of full quantity of materials and stores so supplied at the rates specified in the Notice Inviting Tender may be set off or deducted from any sums then due or thereafter to

become due to the contractor under the contract or otherwise or against or from the Security Deposit. All materials supplied to the contractor shall remain the absolute property of BVFCL and shall not on any account be removed from the site of the work and shall at all times be opened to inspection by the Plant In-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to BVFCL's stores, if by a notice in writing, under his hand the Engineer shall so required, but the contractor shall not be entitled to return any such materials without such consent shall have no claim for compensation on account of such materials so supplied to him as aforesaid being unused by him, or any wastage in or damage for any such materials.

30. Return of BVFCL's surplus materials to BVFCL: Notwithstanding anything contained to the contrary in any or all the clauses of this contract, where any materials for the execution of the contract are procured with assistance of BVFCL, either by issue from BVFCL's stocks or purchases made against permit or license issued by the government, the contractor shall hold the said materials as trustee for BVFCL and used materials economically and solely for the purpose of the contract and not dispose of them without the permission of BVFCL and return, if required by the Engineer, all surplus or unserviceable materials that may be left with him after the completion of the contract or its termination for any reason whatsoever on being paid or credited such price as the Engineer may determine, having due regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charge, if any. The decision of the Engineer shall be final and conclusive. In the event of any breach of the aforesaid conditions, the contractor shall in addition to being liable to action, for contravention of the terms Licence or Permit and/ or for criminal breach of trust, be liable to BVFCL/Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

31. Consumption of materials & Basis of calculation- After the completion of work, the consumption materials would be checked on the basis of theoretical calculations as follows:

FOR CEMENT: The theoretical calculation for consumption of cement to be used shall be according to the CPWD's printed statement showing quantity of cement to be used in different item of work **After allowing variations up to 5% for works up to Rs. 2.00 lakh, 4% for the work between Rs. 200 lakh to 5.00 lakh and 3% for the works of Rs. 5.00 lakh & above for excess use of cement and 5% for excess use of steel.** The difference of theoretical consumption and the total issues, if not returned by the contractor, shall be recovered at twice the issue rates mentioned in the NOTICE INVITING TENDER.

FOR STEEL: In case of steel reinforcement, steel used in the work as per design or as authorized by the Engineer including authorized lappages shall measure. In case of flats, angles, tees, joists etc.. However, steel used in the work as per design or as authorized by the Engineer shall be measured. The theoretical quantity of steel required for the work will be measured quantity of steel as described above plus 5% wastage due to cutting into pieces and over this theoretical quantity variation of (+)/(-) 5% shall be allowed due to wastage being more or less.

32. Works to be executed in accordance with specifications, drawings and orders etc. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, full and faithfully to the designs, drawings and instructions issued to him from time to time. The tenderer shall verify all dimensions shown on the drawings and in case of any doubt, obtain required particulars.

33. ALTERATION TO SPECIFICATIONS AND DESIGN DO NOT INVALIDATE CONTRACT: The engineer shall have power to make any alteration, omissions from additions to or substitution for the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during, the progress of the works and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer and such alterations, omissions, additions or

substitutions shall not invalidate the contractor and any altered, additions or substituted work which the contractor may be directed to do in the manner as specified as part of the work shall be carried out by the contractor on the same conditions and at the same rates as are specified in the tender for the main work. The time for the completion of the work may be extended by the Engineer to the extent considered necessary by him and his decision shall be conclusive and binding as to such extension.

- 34. Rates for extra items:** If the altered, additional or substituted work or any additional works required to be executed as result thereof includes any class of work for which no rate is specified in this contract and the tender for the original work percentage below / above a specified Schedule of Rate, the altered, additional or substituted work required as aforesaid shall be chargeable at rate entered in the said schedule below/above the tendered percentage, or if the item work does not exist in the said schedule then at the rate analysed on the basis of that Schedule minus / plus the same percentage deduction / addition. If, however, such class or work is neither entered in nor can be analysed on the basis of the said Schedule or if the tender is no item rate basis then the contractor shall, within seven days of the date of receipt of the order to carry out the work, inform the Engineer of the rate which it is his intention to charge for such class of work and if the Engineer does not agree to this rate and a rate cannot be mutually agreed upon between the contractor and BVFCL, the Engineer shall, by notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider available provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates only as shall be fixed by the Engineer. No deviations from specifications stipulated in this contract shall be made or additional items of work shall be carried out by the contractor unless the rates of such substituted altered or additional items have been approved in writing by the Engineer, failing which BVFCL shall not be liable for any claim on this account.
- 35. No Compensation for Alteration in or restrictions of work to be carried out:** If at any time after the commencement of work BVFCL shall for any reason whatsoever, not require, the whole thereof as specified in the tender to be carried out, the Engineer shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall the contractor have any claim for compensation by reasons or any alteration having been made in the original specifications, drawings and instructions which shall involve any curtailment of the work as originally contemplated.
- 36. Action and compensation payable in case of work:** If it shall appear to the Engineer or his subordinate in charge of the work that work has been executed with unsound, imperfect or unskillful workmanship or with materials or in any inferior description or that any materials or articles provided by him for the execution of work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer specifying the work, materials, articles complained of or notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or the case may be removed the materials or articles so specified and provide other and suitable materials and articles at his own cost, and the event of his failing to do so within a period to be specified by the Engineer in his demand as aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate of everyday (not exceeding 10 days) of his failure to do so and in the case of any such failure, the Engineer may rectify or remove and re-execute the work, remove and replace with other materials or articles as the case may bear the risk and expense of the contractor.
- 37. Work to be open for inspection:** All works under or in course of execution or executed in pursuance of the contract shall, at all time be open to the inspection and supervision of the Engineer and his subordinates and the contractor shall at all times, during the usual working hours and at all other times with reasonable notice of intention of the Engineer or his subordinates to visit the works shall have

been given to the contractor either himself be present to receive orders and instructions or have a responsible agents duly accredited in writing present for that purpose. Others given to the contractor's agents shall be considered to have the same force as if they had been given to the contractor's himself.

38. **Notice to be given before work covered up:** The contractor shall not give less than five days notice in writing to the Engineer or his subordinate in-charge of the work before covering up or otherwise placing beyond reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer or his subordinate in- charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same may be uncovered at the contractor's expenses or in default thereof no payment or allowance shall be made for such work of the materials with which the same was executed.
39. **Contractor liable for damage done, and for imperfection for 03 months after certificates, if the contractor or his work –** people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any buildings road, kerbs, fence, enclosures, water pipes, cables, drains, electric or Telephone post or wire, trees, grass or grassland or any other property, cultivated grounds, contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatsoever, the contractor shall make the same good at his own expenses, or in default, the Engineer may cause the same to be made good by other workman and deduct the expense (of which the certificate of the Engineer shall be final) from any sums that may be then, or at any time thereafter became, due to the contractor from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.
40. **Contractor to supply all plants, ladders, scaffoldings etc.:** The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with this contract, be supplied from BVFCL's stores) plants, tools, appliances, implements, necessary for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may become necessary for the purpose to satisfy, or complying with requirements of the Engineer as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out of works and counting, weighing and assisting in measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the Contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit. If at any time, any errors shall appear in any part of the work, the Contractor shall at his own cost, rectify such errors to the satisfaction of the Engineer. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of every suit action or other proceeding of law that be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs, which may be awarded in any such suits, action or proceedings to any such persons or which may, with the consent of the Contractor, be paid to compromise any claim by any such person.
41. **Provision of Workmen's Compensation Act:** In every cases in which by virtue of the provision of Section 12, Sub section (1) of the Workmen's Compensation Act. 1923 of 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 work BVFCL will recover from the contractor the amount of the compensation so paid and without prejudice to the right of BVFCL under section 12, Sub section (2) of the said Act or any other law for the time being in force, BVFCL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by BVFCL to the Contractor whether under this Contract or otherwise BVFCL shall not be bound to contest any claim made against it under

section 12, Sub section (1) of the said Act or any other law of the time being in force, except on the written request of the Contractor and upon his giving to BVFCL full security for all cost, which BVFCL might become liable in consequence of contesting such claim.

- 42. B.V.F.C.L not responsible for contractor's Employees:** The Contractor shall strictly abide by the provisions of the Employment Exchange (Compulsory Notification of Vacancies) Act.1959 and may employ such employees as he think fit subject to the limitations and restrictions in the above said Act and the employees so employed shall be employees of the contractor for all purpose whatsoever, and shall not be deemed to be in the employment of BVFC for any purpose whatsoever. The contractor shall abide by all the rules, laws and regulations that may be in the force from time to time regarding the employment or conditions of services of the employees if under any circumstances whatsoever, BVFC is held liable or responsible in any matter whatsoever, for default or omissions on the part of the contractor, in abiding by the aforesaid rules, laws and regulations or is held liable or responsible to the employees of the contractor in respect of any matter whatsoever, BVFC shall be reimbursed by the contractor for the same as also for other expenses or costs incurred by BVFCL in any proceeding or litigation as a result of any claim demand or act on the part of the employees of the Contractor BVFCL shall be entitled to claim, damages or compensation from the contractor.
- 43. Contractor's responsibility for the manner of the execution of work:** Contractor shall be solely responsible for the manner and the method of executing the work. The work shall be subject to the approval of the Plant In-charge from time to time for the purpose of determination of the question whether the work is executed by the Contractor in accordance with the Contract.
- 44. Sums payable by way of compensation without any reference to actual loss:** All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation to be applied to the use of BVFCL without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.
- 45. Action where no specification exists:** In case of any class of work for which there is no such specification as laid down in the contract, such works shall be executed as per the instructions of the Engineer.
- 46. Contractor's percentage whether applied to net or gross amount of bills –** In case the contract is at a percentage below / above a specified Schedule, the percentage referred to in the tender will be deducted from or added to the gross amount of bills for work done.
- 47. Materials obtained from these dismantled and excavation etc. –** All materials (e.g. stone, boulders etc.) obtained in the work of dismantling and excavation etc. shall be the property of BVFCL and may be issued to the contractor if he requires the same for the work at rates approved by the Engineer.
- 48. Cleanliness at site:** The Contractor shall keep the site clean and free from rubbish to the satisfaction of the Plant In-charge. All surplus materials rubbish etc. will be removed to the place fixed by the Plant In-charge and nothing extra will be paid for it.
- 49. Inconvenience to the public:** The contractor shall not deposit materials on any site, which may cause inconvenience to the public. The Plant In-charge may require the Contractor to remove any materials, which are considered by him to be a danger, inconvenience to the public, or cause these to be removed at the Contractor's cast.
- 50. Contractor to pay water required for work –** The contractor should make his own arrangement at his own cost of water required for the execution of the contract. If the water is required for the execution of the contract is supplied by BVFCL to the contractor at any stage for the execution of the contract, BVFCL shall charge and recover from the contractor for the water supplied at the rate 1.00 (One) rupees per hundred rupees i.e. 1.00 (one) % worth of total work executed by him.
- 51. Delay in supplying materials:** Owing to difficulty in obtaining certain materials in the open market, BVFCL will supply materials specified in the Notice Inviting Tender at rate stated the rein. The contractor should keep himself in touch with the Engineer regarding the position in respect of the supply of materials. BVFCL will not in event, be responsible or liable to the contractor for and delay in the supply.
- 52. Employment of certified plumbers:** Certified plumbers shall be employed by the contractor on all Public Health Engineering Works including sewer, filtered,

unfiltered mains and water supply and sanitary fittings and fixtures.

- 53. Employment of licensed Electrical Foreman:** The contractor shall employ a licensed Electrical Foreman to supervise all electrical installation work.
- 54. Cleaning, filling and leveling of Site:** The site shown on the layout plan shall be cleared of all obstructions loose stone materials, rubbish of all kind as well as brush, wood. All holes or hollows whether originally existing or made by removal of loose stones or brush wood shall be carefully filled up with earth, well rammed and leveled off as directed by the Engineer. The contractor will not be entitled to any extra payment in this regard.
- 55. Contractor to comply with Laws etc.:** The Contractor shall be responsible to secure compliance with all central and State Laws as well as the Rules and Regulation, By laws and orders of the Local Authorities and Statutory Bodies as may be in force from time to time. He shall give to the Municipal Corporation/ Committee, Police and other relevant authorities all such notice etc. as may be required by law and obtain all requisite license for temporary constructions, enclosures etc and pay all fees, taxes and such other dues or charges which may be leviable on account of his operations in executing the work under this Contract. He shall make good at his own cost any damage to any adjoining property.
- 56. Contractor to make and maintain approaches etc.:** Any temporary by-passes, approaches, service roads etc. which the contractor may consider necessary for the execution of the work under this contract shall have to be made and maintained by him at his cost and no extra payment or compensation shall be payable to him on this account. All such temporary bypasses, approaches, service roads etc. constructed by the contractor shall be available for used by BVFCL without any extra payment.
- 57. Contractor to submit programme of construction:** The contractor shall submit to the Engineer, in advance of commencement of work, his programme of construction and get the same approved by the Engineer. The programme of construction should adequately provide the progress of execution of work to achieve completion within the stipulated period of time. The contractor shall strictly adhere to the approved programme to ensure that the progress of work is satisfactory and also to enable his activities to be properly coordinated with the activities of other contractor (If any) installing machinery, equipment and the services.
- 58. Contractor to be liable for all taxes etc.:** The rate specified in the tender should be inclusive of any part thereof or allow any part thereof or allow any other taxes, tolls custom duty of any kinds, fees, or royalty in respect of the Contract. The contractor shall indemnify BVFCL against levy of any taxes etc. in regard to this contract and in the event of BVFCL being assessed for the said impost BVFCL shall have the right to recover the total amount so assessed from the Contractor's dues and the contractor shall also be responsible for all costs or expenses that may be incurred by BVCL in connection with any proceedings or limitation in respect of the same.
- 59. Assignment or subletting of Contract –** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein by any manner whatsoever without the special permission of BVFCL. Any breach of this condition shall entitle BVFCL to determine the contract under clause 44 of these conditions and also render the contractor liable for payment of BVFCL in respect of any loss or damage arising out or ensuing from such cancellation, provided always that execution of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be subletting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and BVFCL and shall not relieve the contractor of any responsibility under the contract. In the event of sufficient dues not being available to reimburse BVFCL for the expenditure incurred by it for above, the contractor shall reimburse BVFCL for the same.
- 60. Contractor to remove unsuitable employees –** The Contractor shall on instruction of the Engineer, immediately remove from the work any person employed there, one who may misbehave or cause any nuisance or be otherwise in the opinion of the Engineer not at all 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.
- 61. Handing over of Work–** The Contractor shall be bound to hand over the works

executed under the contract to BVFCL complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the Works is considered to have been completed in support of which his certificate shall be regarded as sufficient evidence for all purposes.

62. Maintenance of work: The contractor shall, at times, during the progress and continuance of the works and also the period of maintenance (Which shall Engineer be six months) and after the date of passing of the certificate by the Engineer or any other earlier date subsequent to the completion of works that may be fixed by the Engineer be responsible for the effectually maintain and uphold in good, substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require any damage or defect that may during the above period arise in or be discovered or be in any way connected with works provided however that such damage or defect is not direct by caused by errors in contract documents acts of providence or insurrection or civil riot and the contractor shall be liable for and shall pay and make good to BVFCL or other persons legally entitled thereto, whenever required by the Engineer, to do so, all loses, damages costs and expenses they or any of them may incur or be put , be liable to by reason or in consequence of the operations of the contractor or of his failure in any respect.

63. Repayment of Security Deposit- The total Security Deposit shall become due and shall be paid to The Contractor after the expiry of the contract period as specified in the Tender reckoned from the date on which the Engineer shall have passed the certificate of completion comprising the whole of the works to be done under the provisions of the contract, or any other earlier date subsequent to the completion of the whole of such works that may be fixed by BVFCL in this behalf, provided however, that all the stipulations of this clause have been fulfilled by the Contractor and all clauses and demands made in respect of damage or loss by, from or in consequence of the works have been finally satisfied.

64. Income Tax Clearance Certificate- Not withstanding anything contained in clause 41 above, the Security Deposit shall not be paid to the Contractor until a Tax Clearance Certificate, expressly mentioning that the receipts from this contract have been included by the Contractor in the Return Income filed by him to the Tax Authority and that the Contractor was taking steps to co operate in the early completion of the Assessment and payments and of taxes there on by the Contractor.

65. Set Off- Any sum of money due and payable to the Contractor (including Security Deposit returnable to him) under this contract may be appropriated by BVFCL or the Government or any other person or persons contacting through the Secretary of any Ministry of the Government and set off against any claim of BVFCL or the Government or any other person or persons for the payment of money arising out of or under any other contract made by the contractor with BVFCL or the Government or any other person or persons.

66. Determination of Contract Owing to Default of Contractor:

1) If the Contractor should

- i) become bankrupt or insolvent, or
- ii) make an arrangement with or assignment in favour of his creditors, or agree to carry out the Contract under a Committee of Inspection of his Creditors, or
- iii) Being a Company or Corporation go into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or
- iv) have an execution levied on his goods or property on the works, or
- v) assign the Contract or any part thereof otherwise than as provided in Clause 59 of these conditions, or
- vi) Abandon the Contract, or
- vii) persistently disregard the instructions of the Plant In-charge/ his representative(s) , or contravene any provision of the Contract, or
- viii) Fail to adhere to the agreed program of work, or
- i) Fail to remove materials from the site or pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected, or
- x) fail to take steps to employ competent or additional staff and labour as required under the terms and conditions of the contract, or
- xi) fail to afford the Engineer or his representative(s), proper facilities for

inspecting the works or any part thereof as required under Clauses 40,52 and 53 these conditions, or

- xii) promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of BVFCL or to any person on his or on their behalf in relation to the execution of this or any contract with BVFCL then the Engineer on behalf of BVFCL may serve the Contractor with a notice in writing to that effect. If the Contractor does not within seven days of the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or employ with such directions as aforesaid to the entire satisfaction of the Engineer, BVFCL shall be entitled after giving 48 hours notice in writing under the hand of the Engineer, to remove the Contractor from the whole or any portion or portions (as may be specified in such notice) of the works without thereby avoiding the Contract or releasing the Contractor from any of the obligations or liabilities under the Contract and adopt any or several of the following courses:
 - a) to rescind the Contract of which the rescission notice in writing to the Contractor under the hand of the Plant In- charge shall be conclusive evidence in which case the Security Deposit of the Contractor shall stand forfeited to BVFCL without prejudice to BVFCL's right to recover from the Contractor any amount by which the cost of completing the works by any other agency shall exceed the value of the Contract.
 - b) To carry out the works, or any part thereof, by the employment of the required labour and materials, the cost of which shall include lead, lift, freight, supervision and all incidental charges, and to debit the Contractor with such costs, the amount of which as certified by the Engineer shall be final and binding upon the Contractor, and credit the Contractor with the value of the works done as if the works had been carried out by the Contractor under the terms of the Contract, and the certificate of the Engineer in respect of the amount to be credited to the contractor shall be final and binding upon the Contractor.
 - c) To measure up the work executed by the Contractor and to get the remaining work completed by another Contractor at the risk and expense of the Contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the Contractor if the works have been carried out by him under the terms of the Contract, the amount of which excess as certified by the Engineer shall be final and binding upon the Contractor, shall be borne and paid by the Contractor and may be deducted from any Money due to him by BVFCL under the Contract or otherwise or from his Security Deposit provided always that in any case in which any of the powers conferred upon BVFCL by sub clause (1) of Clause 56 hereof shall not be exercised, the non exercise thereof shall not constitute a waiver of the conditions hereof and such powers shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor for which his liability for past and future shall remain unaffected.
- 2. Right of BVFCL after recision of Contract owing to the default of the Contractor:

In the event of any or several of the courses, referred to in sub clause (i) of this clause, being adopted:

 - a) the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered in to any commitments or made any advances on account of or with a view of the execution of the works or the performance of the Contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under the Contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall be entitled to be paid the value so certified.
 - b) The Engineer or his representative(s) shall be entitled to take possession

of any materials, tools, implements, machinery and buildings, on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

- c) The Engineer shall, as soon as may be practicable after the removal of the Contractor, fix and determine expertly or by after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the Contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work actually done by him under the Contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site.
- d) BVFCL shall not be liable to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance damages for delay in completion (If any) and all other expenses incurred by BVFCL have been ascertained and the amount thereof certified by the Engineer. The contractor shall then be entitled to receive only such sums (If any) as the Engineer may certify and would have been due to him upon due completion by him / after deduction of the said amount, but such amount shall exceed the sum which would have been payable to the contractor the contractor shall upon demand pay to BVFCL the amount of such excess and it shall be deemed a debt by the contractor to BVFCL and shall be recoverable accordingly.

67. Matters finally Determined by BVFCL: All disputes or difference of any kind whatever arising out of or in connection with the Contract, whether during the progress of works or after the completion of and whether before or after the determination of Contract, shall be referred by the Contractor to BVFCL and BVFCL shall, within a reasonable time after presentation, make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters decision on which is specially provided by these conditions given and made by BVFCL or by the Engineer on behalf of BVFCL which matters are referred to hereafter as expected Matters shall be final and be binding upon the Contractor and shall not be set aside or be attempted to be set aside on account of any informality, omission, delay or error in proceedings in or about the same or on any other reasons and shall be without any appeal.

68. Settlement of Disputes- Except where otherwise provided in the Contract, all question and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claims, right, matter or things whatsoever in any way arising out of or relating to the, specifications, estimates, instructions or orders or these conditions or otherwise concerning the work of execution, or failure to execute the same whether arising during the progress of work or after the completion or abandonment, thereof or otherwise shall within one month of the arising of such question or dispute, be referred to the sole arbitration of the General Manager of BVFCL and if the General Manager is unable or unwilling to act, to the sole arbitration of some other persons appointed by him appointed by the General Manager willing to act as such Arbitrator. There will be no objection if the Arbitrator so appointed is an employee of BVFCL and that he had to deal with the matters to which this agreement relates and that in the course of his duties to deal with the matters to which this agreement relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute of reference. The award of the Arbitrator so appointed shall be final, conclusive and binding on parties to this Contract. The Arbitrator may, from time to time with the consent of the parties enlarge the time, for making and publishing the award.

69. Instruction of National apprenticeship Scheme for employees of contractors engaged in the construction wing: The contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and the orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the authorized Engineer / Officer may in his discretion cancel the contract. The contractor shall also be liable for an precautionary liability arising on account of

any violation by him of the provisions of the said Act. **The above provision will apply when the construction work is one year and above.** The concerned contractor shall be directly responsible to the State Apprenticeship Adviser / Deputy Central Apprenticeship Adviser, Regional in regard to the Apprentices they are required to train.

70. Appointment of Qualified Engineer by contractor: The contractor will be required to employ only qualified Engineer (i.e. Engineering graduates and recognized Diploma Holders) in the execution of the contract work awarded to him, else the contract shall liable to be revoked. The contractor will also be required to BVFCL on regular quarterly basis a list of qualified Engineer on his rolls indicating their names and professions / technical qualifications till the completion of the contract.

GUARANTEE BOND
(To be used by approved Schedule Bank)

1. In consideration of the Brahmaputra Valley Fertilizer Corporation Ltd., a Company incorporated in India having its registered Office at Namrup(Assam) and its works at Namrup (hereinafter called the BVFCL) having agreed to exempt(herein after called "the said contractor(s)" from the demand, under the terms and conditions of an Agreement dated(made between.....and for (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. (Rupees.....only) we.....Bank (hereinafter referred to as "the Bank" do hereby undertake to pay the BVFCL an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the BVFCL by reason of any breach by the Contractor(s) of any of the terms & conditions contained in the said Agreement.
2. We.....Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the BVFCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BVFCL by reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said Agreement of by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We.....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BVFCL under or by virtue of the said Agreement have been realised or BVFCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

4. We.....Bank further agree with the BVFCL that BVFCL shall have the liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the BVFCL against said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BVFCL or any indulgence by the BVFCL to the said Contractor(s) or by any such matter or thing whatsoever, which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We..... Bank; lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BVFCL in writing.

Dated..... Day.....Year.....

For Bank.

ARBITRATION AND JURISDICTION CLAUSE

NO. (71) ARBITRATION:

- (a) If at any time any party to this agreement shall raise any dispute or difference in respect of this agreement in that event party shall forthwith give to the other party notice in writing specifying the nature of difference and the full particulars of its claims including amounts in respect to such disputes or difference.
- (b) If within 30 days of receipt of the notice mentioned in sub clause (a) above of the dispute or difference is not amicably settled between the parties then it shall be deemed that the difference or dispute has arisen between the parties hereto.
- (c) All such dispute or difference shall be referred to the arbitration of the General Manager for the time being of Brahmaputra Valley Fertilizer Corporation Ltd. (Hereinafter called BVFCL), Namrup(Assam) through which this agreement is entered into by BVFCL.
- (d) In the event such General Manager is unwilling or unable to act as such Arbitrator then the dispute or difference shall be referred to the sole arbitration of any other officer of BVFCL to be appointed by such General Manager.
- (e) In any award, the arbitrator must state reason for such award.
- (f) Any party desiring to prefer any appeal shall apply within 15 days time.
- (g) Any party dissatisfied with the award may within 15 days of receipt of intimation of the passing of the award prefer an appeal against such award in the manner mentioned hereinafter.
- (h) The party desiring to prefer any appeal shall within the time mentioned in clause (f) above shall deliver or cause to be delivered against receipt on the ground of appeal, a true copy of the award and other papers desired by it (hereinafter collectively referred as "appeal papers") to the Chairman-cum-Managing Director for the time being of BVFCL at its Registered Office upon intimation in writing to the other party.
- (i) On receipt of such "appeal papers", the Chairman- cum-Managing Director shall within 10 days of receipt thereof appoint an Appellate Committee for deciding such appeal consisting of three persons of whom any or all of them may be officer or officers of BVFCL but none of whom had been the Arbitrator in the particular matters and had given the award against which such appeal is preferred.
- (j) On appointment of the Appellate Committee such Chairman-cum- Managing Director shall intimate in writing to the parties about such appointment and deliver or cause to be deliver such "appeal papers" to such appellate Committee.
- (k) Thereupon the Appellate Committee shall be calling upon the records of the proceedings from the arbitrator consider the appeal and in so considering the Appellate Committee may at its discretion here the parties to the appeal.
- (l) The Appellate Committee on consideration of the appeal may confirm, vary, reverse or set aside the award of the Arbitrator and in all cases the Appellate Committee shall state the reasons in the Appellate Award.
- (m) If no appeal is preferred within the time mentioned in sub clause (f) above then the award of the Arbitrator shall be final and binding on all parties.
- (n) In the event of preferring an appeal against the award of the Arbitrator to the

Appellate Committee in terms of this clause the award of the Appellate Committee shall be final and binding on all parties.

- (o) No objection shall be made to the appointment of General Manager as Arbitrator or any member of the Appellate Committee (as the case may be) on the ground of any of them (i) being an officer of the Corporation and/or (ii) any time dealt with any matter in dispute or difference and/or (iii) expressed any view thereon.
- (p) Subject to aforesaid the provisions of Arbitration Act 1940 shall apply to the Arbitration Proceedings and appealed hereunder.

NO. (72) JURISDICTION:

Notwithstanding the place where this contract is to be performed, it is mutually understood and agreed by between the parties hereto that this contract shall be deemed to have been entered in to by the parties concerned in the City of Dibrugarh and the Court of Law in such city alone shall have jurisdiction to adjudicate thereon.

Appendix-A

A MODEL ARBITRATION CLAUSE
FOR ARBITRATION OF CONTRACTUAL DISPUTES.

Parties to a contract who agree to resolve their contractual disputes in accordance with the ICADR Arbitration Rules, 1996 and to have the ICADR act as appointing authority and/ or provide administrative services, may use the following clauses;

- If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or deriving there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rule 1996.
- The authority to appoint the arbitrator(s) shall be the international Centre for Alternative Dispute Resolution.
- The international Centre for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Arbitration Rules, 1996.

Note: Parties may consider adding the following

- (a) The number of arbitrator(s) shall be _____
- (b) The language of the arbitration proceeding shall be _____
- (c) Specific qualification of the arbitrator(s) including (but not limited to) language, nationality, technical qualifications and experience.
- (d) The place of arbitration proceedings shall be _____

ICADR-7

This supersedes arbitration clause No. 71 Page- 35 & 36 of the GDCC.