

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING)
NAMRUP



Please reply to:
Addl CE (Chem) N-III
BVFCL, Namrup
P.O. Parbatpur – 786 623
Dist. Dibrugarh (Assam), India.

CIN No: U24123AS2002GOI006786

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NOTICE INVITING TENDER NO. : CE (Chem.) / A&U (N-III) / CC (2019-20) / 909 dtd: 12.01.2019

DATE OF ISSUE : 12.01.2019
TYPE OF BID : Two- bid system (Techno Commercial-bid and Price Bid)
DATE OF SUBMISSION : 04.02.2019 UPTO 3.00 PM
TECHNICAL BID OPENING : 04.02.2019 at 03:30 PM
ESTIMATED COST : Rs 91, 72, 422.00/-
(Including bonus, administrative Charge & S.T. amount)
EARNEST MONEY DEPOSIT : Rs 1, 37, 586.00/-

Online tenders under two-bid system (Techno-Commercial bid and Price bid) are invited from experienced, financially sound Contractors Agencies having valid Labour License (Central), Provident Fund code number and GST Registration number as per contract labor (Regulation & Abolition) Act., 1970 and amended from time to time for PROVIDING “UNSKILLED MANPOWER SUPPLY” (As per scope of work Annexure-II)

Sl. No.	Name of jobs	Estimated Amount (Rs.) (Including Bonus, PF, admn Charge & GST.)	Earnest money (Rs.)	Tender paper Cost (Rs.)	Period of Contract
A.	UNSKILLED MANPOWER SUPPLY (Miscellaneous plant jobs and general up-keep jobs of Nam-III group of plants, (As per scope of work Annexure-II)	91,72, 422.00	1, 37, 586.00	500.00	Initially for a period of 01(one) year which may be extended for an another period of 01(one) year subject to satisfactory performance of the contract as well as requirement of the Corporation

TERMS & CONDITIONS.

01. Tenderer(s)/Agency (ies) should upload scanned copy of following documents along with his/their Tender:
- Valid Registration certificate of Agency/Firm & No.
 - Average annual financial turnover during the last 3 years, ending 31st March of previous financial year, should be at least 30% of estimated cost. The income & expenditure statement and Balance sheet must be duly audited by Chartered Firm.
 - Experience of having successfully completed similar works during last 7 years, should be either of the following:
 - Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
 - OR
 - Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
 - OR
 - One similar completed works each costing not less than the amount equal to 80% of the estimated cost.

Similar works means Supply of different Category of Manpower for helping assistance in miscellaneous plant operation jobs on Annual Contract basis in PSU/ Govt. /Semi Govt. /reputed private organization.

- iv) Valid Labour Licence (Central) issued by the concerned authority/department.
- v) Recent Bank solvency Certificate showing Financial resourcefulness from any Nationalized Bank.
- vi) Valid Provident Fund registration certificate and Code No. in his own Firm's/Agency's name.
- vii) Valid PAN/TAN card in his own Firm's/Agency's name.
- viii) Valid GST registration certificate in his own Firm's/ Agency's name.
- ix) The tenderers are required to upload scanned copy of Demand Draft / Bank pay Challan (available on our website) towards required earnest money deposit & Cost of Tender paper. EMD and tender paper cost are exempted only for the firms having NSIC & MSME's certificate. If applicable scanned copy of the certificate should be uploaded.
If the EMD is submitted in the form of DD that may please be drawn on any schedule bank in favour of Brahmaputra Valley Fertilizer Corporation Limited payable at Namrup.
The original DD/Bank pay challan against EMD/tender paper cost must reach the office of the Chief Engr. (Chem.) / HOD (Prod), BVFCL Namrup within 05 Days of online opening date of the Bids.
- xi) The tenderers have to upload the scanned copies of tender documents with Annexure – Annexure – I, II, III, IV, V and VI duly signed & sealed.

02. In case of holiday or bandh day the next working day shall be considered for opening of the tender.

03. BVFCL is committed to a corruption free work environment. "All the above services and commitment of BVFCL will be honored without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of the responsible to inform the matter to Sr. Vigilance Officer, BVFCL, Namrup, P.O. Parbatpur, Dist. Dibrugarh, Assam PIN -786623(Tel. No.: 0374-2500240 / 0374-2507167).

The tenderer(s) should carefully read and understand all the pages of NIT including terms & conditions and satisfy in all respect before completing & uploading the online bids.

Yours faithfully
For & on behalf of BVFCL, Namrup

(B C Sarkar)
Addl. CE (Chem.), AG

Enclosures

1. Annexure – I, II, III, IV, V, VI and GDCC
2. Declaration, Self Declaration A & B
3. Contractors obligation etc.
4. Specimen copy of Price bid.

**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 deliver 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 arbitration(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 close No.71 Page- 35 & 36 of the GDCC.

DECLARATION

(To be filled, signed and uploaded by the Tenderer)

To
 The CE (Chem)/ HoD(P)-AG
 BVFCL Namrup
 P.O.Parbatpur-786623
 Dibrugarh, Assam.

Sub: Engagement of Unskilled Listed & Unlisted manpower. in BVFCL Plant site at Namrup-III Group of plants.

Ref: NIT No. CE (Chem.) / A&U (N-III) / CC (2019-20)/909 dtd. 12.01.2019

Having fully understood the condition of the contract, specification for the above work as detailed in your NIT NO. **CE (Chem.) / A&U (N-III) / CC (2019-20)/909** dtd. 12.01.2019, I/we offer the rates as per the terms and conditions of the NIT.

The offer of the above rate(s) is based keeping in mind all factors governing the matter and also keeping in consideration any change in circumstances in future.

I/we undertake to deliver the whole of the work comprised in the contract within the time stated.

If the tender is accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract as annexed hereto or in default thereof, forfeit the sum(s) of money mentioned in the said conditions as penalty etc.

A sum of Rs..... Rupees.....) only in form of deposit through Demand Draft / SBI Challan No. dtd. is/are forwarded herewith as earnest Money and cost of tender paper. The entire amount (earnest money) shall be forfeited to the Brahmaputra Valley Fertilizer Corporation Ltd., Namrup, if I/we do not sign the contract agreement in time or fail to deliver the work within the time specified in the work order of the contract. The said earnest money shall be retained by Brahmaputra Valley Fertilizer Corporation Ltd., Namrup. The cost of tender paper is nonrefundable & nontransferable.

Unless and until formal Agreement is executed and complete in all respect, no payment will be made by BVFCL Namrup.

I/we understand that you are not bound to accept the lowest or any tender you may receive or is not required to assign any reason for not allotting the contract to me/us or anybody. Further, I/we also understand that avocation of my/our case for any reason directly or indirectly will go against me/us.

As a sign of my/our having understood the terms and conditions and details of the contract, I/we hereby return the subject NIT after signing and affixing seals and seals on all pages and also agreeing that the same shall be used as a part of the duly executed contract document in event I/we am/are awarded the contract.

I further declare that I am not a partner/proprietor of any other firm/company participated in the above tender.

Yours faithfully,

Signature of the Tenderer: _____
 Full Name of the Tenderer _____
 Full Address _____

Self Declaration
(Non-blacklisting)

This is to certify that _____ (CONTRACTOR'S FIRM/ COMPANY)
has not been blacklisted nor business has been banned by any Central / State Government (incl. its
department/agency)/BVFCL, Namrup or was declared ineligible by the Government of India/State/UT
Government/BVFCL, Namrup for corrupt and fraudulent practices as on the date of submission of the
bid.

Signature

(Contractor / Authorized Signatory)

Name of Signatory:

Bidder Name:

Seal:

Date :

Place :

B**Self Declaration**

(Non-conviction in courts of law)

This is to certify that _____ (CONTRACTOR'S FIRM/ COMPANY- including its proprietors/partners/directors) has not, at any time during the period of five years immediately preceding the date of this declaration, been convicted by any court in India for any offence involving moral turpitude and sentenced in respect. Further, that no proceedings in respect of any criminal offence alleged to have been committed by me are pending before any court in India for fraud, dishonesty and moral turpitude. The undersigned also declares that no warrant or summons for my appearance, and no warrant for my arrest, has been issued by a court under any law for the time being in force, and that my departure from India has not been prohibited by order of any such court.

Signature

(Contractor / Authorized Signatory)

Name of Signatory:

Bidder Name:

Seal:

Date :

Place:

NAMRUP – III GROUP OF PLANTS
DETAIL SCOPE OF WORK

REGULAR NATURE OF JOBS

I) AMMONIA –III PLANT

1.00 COOLING TOWER

1.01 ALGAE REMOVAL :

There are six cells in Cooling Tower having two distribution floors in each cell. The area of each cell is 12.2 x 3.8 mtrs. The algae is to be removed by hand, the wood is to be scrapped with iron flats and steel brushes and algae so scrapped would be collected so that it does not get circulated in Cooling Tower.

The collected mass of algae is to be disposed off in an area within 100 meters as shown by Brahmaputra Valley Fertilizer Corporation Limited supervisor. The persons working should have to wear hand gloves and gum boots which will be arranged by the contractor. Frequency of cleaning would depend on algae growth but would be in the range of thrice in a year for each of the six cells.

2.00 SOLUTION PREPERATION:

2.01 PREPERATION OF BENFIELD SOLUTION

Chemicals DEA, Pot. Carbonate & Vanadium Penta-oxide are to be lifted to the top of the solution preparation tank from the near by chemical store and charged to the tank. Chemicals wherever required is to be weighed, job to be carried out as per the instructions of BVFCL supervisors. The spillages, if any, has to be recovered and the area to be washed and cleaned. The solution is to be prepared as per the requirement. The monthly requirement would be around 10 MT (max).

3.00 UP-KEEPING OF FLOOR:

3.01 GROUND FLOOR CLEANING:

Ground floor inside the plant area and floors of Auxiliary Boiler, Gas metering, Purification pump bay, Compressor house, Central control room, Auxiliary Boiler control room and Gas metering control room shall have to be cleaned by sweeping daily and to be washed with water wherever necessary as per instructions of BVFCL supervisor. The plant areas are to be kept clean by removing all foreign materials. All implements for carrying out the job like broom shovel etc. are to be arranged by the contractor. The central control room, NG metering control room and Auxiliary Boiler control room are to be wiped out with wet jute wiper additionally.

The approximate floor areas are given below (in M²):-

1)	Gas Metering	600.00
2)	Inert Gas	625.00
3)	Auxiliary Boiler	900.00
4)	Reformer	2062.00
5)	Purification	2000.00
6)	CO2 Holder	500.00
7)	Synthesis	1000.00
8)	Compressor House	690.00
9)	Horton Sphere	1392.00
10)	Cooling Tower	1875.00
11)	Control Room	500.00
12)	Others	206.00

Any of the above areas can be excluded from the scope of work by the plant authority like (SR outer shell cooling top Spurger nozzle algae cleaning).

3.02 CLEANING OF PLANT DRAINS, PITS, CABLE TRENCHES ETC:

There are two types of drains; slab covered drains and open drains. In the case of covered drains the covering slabs are to be removed and replaced after cleaning. All the implements for executing the job will have to be arranged by the contractor. The total length of covered drains is approximately 20 m and uncovered drains / a cable trench is 40 m. The collected materials are to be dumped at a place not beyond 100 m as shown by the BVFCL supervisor. The cleaning is to be done once in a month.

4.00 UP-KEEPING EQUIPMENT:**4.01 COMPRESSOR HOUSE MACHINE UP-KEEPING:**

There are four compressors with individual operating panels and other equipments on the first floor. The machines, field instruments and equipment's surfaces are to be kept free from oil spillage, grease, dust, maintenance waste and other foreign materials. The machinery foundations are to be kept clean by removing oil and other materials by scrapping with wooden flats or by soda or any other methods as directed by BVFCL supervisor. The reservoir, oil coolers, oil circulating pumps, gas coolers and separators etc. All these equipment's are to be kept clean. The cleaning is to be done twice in a month.

4.02 VARIOUS EQUIPMENT UP-KEEPING:

Equipment's of cooling tower, storage, purification section, pump bay, reformation section Inert gas section, Auxiliary Boiler etc. including their foundation are to be kept clean of oil spillage, solution spillage maintenance waste etc. The cleaning job is to be done twice in a month.

4.03 Backwashing of Heat exchangers: - The backwashing of some of the heat exchanges to be done once or twice weeks as per requirement of plant on the direction/supervision of shift in-charge.

List is as follows:-

1. PAC INTERSTAGE COOLERS.
2. PAC LUBE OIL COOLERS
3. PRC INTERSTAGE COOLER.
4. PRC CONDENSER A, B, C.
5. WCC(WATER COLD CONDENSER)
6. T/D BFW LUBE OIL COOLERS.
7. OTHERS.

5.00 UP-KEEPING OF INSTRUMENT PANEL CLEANING:**5.01 INSTRUMENT PANEL CLEANING A/C AREA:**

There are one central control room panels and one auxiliary boiler panel which are air conditioned. These panels are to be cleaned twice in a week. The areas of the panels are as follows:

- 1) Central control room : 80 M²
- 2) Auxiliary Boiler panel : 20 M²

5.02 INSTRUMENT PANEL CLEANING NON – A/C AREA:

There are one control panel at Cooling Tower Pump house, four control panels at Compressor house, five panels in Pump bay and one panel in Nitrogen compressor house. These panels are to be cleaned twice in a week with soft cloth (dry cleaning) the areas of the panels are as follows:

- | | | |
|----|--------------------------|-------------------|
| 1) | Cooling Tower pump house | 15 M ² |
| 2) | Compressor House | 72 M ² |
| 3) | Pump Bay | 60 M ² |
| 4) | Nitrogen Compressor | 12 M ² |
| 5) | Others | 55 M ² |

5.03 INSTRUMENT PANEL WET MOPING:

All the above panels under item No. 5.02 are to be cleaned with good quality soft liquid soap followed by wiping out with wet soft cloth and finally rubbing with dry soft cloth. The frequency of such cleaning shall be once in a month. Total area would be 235 M²

The contractor shall take all care not to damage the instruments on the panels by putting more pressure while cleaning or using more cleaning solution which can go inside the instruments. The cleaning is to be done as per instructions and supervision of BVFCL's supervisor. The soft cloth and soap will be supplied by BVFCL.

6.00 OIL JOBS (210 Lit. Drums):**6.01 OIL CHARGING INTO MACHINES:**

Oil charging / making up oil in heavy moving machinery's like compressors, pumps etc. are to be done, as & when required, under the supervision of BVFCL supervisor. The job involves shifting of oil drums from site stores to the machine and charging oil by centrifuge or hand operated pump. The contractor should take adequate care while handling the oil drums to prevent any loss of oil.

6.02 SCOOPING OF OIL FROM DRAINS ETC.:

Oil from surface drains, trenches etc. inside the plant areas and the areas shown by BVFCL supervisor to be scooped and collected in drums and to be shifted to site store as and when required

7.00 UP-KEEPING OF WINDOW PANE(CCR):

SHIFT INCHARGE OFFICE, AUXILIARY BOILER CONTROL ROOM, CCR & OPERATORS CABIN:

Window panes of central control room, Auxiliary Boiler control room and operator cabins are to be cleaned. The contractor shall engage people to clean the window panes. Cleaning to be done with soap and water. Cloth and soap will be supplied by BVFCL. The cleaning would be done once in a month. The total area of window panes involved is about 70 m²

8.00 MISCELLANEOUS JOBS:

8.01 a) CLEANING OF PLATFORMS, FLOORS AT ELEVATIONS ETC AND OTHER SHUT DOWN JOBS:

The contractor is to engage manpower for doing the following miscellaneous and shut down jobs in Ammonia plant / offices.

- 1) Cleaning of platforms/floors at elevations so as to remove foreign materials as directed by BVBFCL supervisor.
- 2) Cleaning of strainers, shifting of materials from battery limit of plant stores, transfer of materials from site store to work place and other miscellaneous jobs.
- 3) Scooping of oil from drains and putting in drums other than item no. 6.02
The contractor shall supply required number of manpower on man-day basis as and when required as per direction of Brahmaputra Valley Fertilizer Corporation Limited supervisor. The contractor shall supply adequate personnel protective equipment's to his labourers for carrying out of the above jobs safely. Man hours deployed will be added up to man days.
- 4) Miscellaneous jobs in the offices as and when required.

- b) For up-keeping of various offices some unskilled labourer are to be engaged as and when required.

8.02 HELPING ASSISTANT IN SHIFT DURING OFF HOURS AND HOLIDAYS

For miscellaneous plant job in off-hours and Holidays, man days can be engaged in shift as per requirement by respective Shift- in-charge. These labourers will be required for lubrication of various machines and other activities decided by respective Shift- in-charge.

II) UREA – III PLANT:

1.00 COOLING TOWER

1.01 ALGAE REMOVAL

The cooling tower has three cells each having two distribution floors. The total areas of these cells are 182.5 & 140 M2. The algae is to be removed by hand, the wood is to be scrapped with iron flats and steel brushes and algae so scrapped would be collected so that it does not get circulated in cooling tower.

The collected mass of algae is to be disposed off in an area within 100 mtrs as shown by BVFCL supervisor. The persons working would have to wear hand gloves and gum boots which will be supplied by BVFCL. Frequency of cleaning would depend on algae growth but would be in the range of once in a month for each of the 3(three) cells.

2.00 CLEANING OF PITS, TANKS, TRENCHES ETC

2.01 UP-KEEPING OF PUMP BAY TRENCHES:

The trenches are to be cleaned of oil and other foreign materials by scooping out the same under the supervision of BVFCL supervisor. Wherever the trenches are covered the slabs are to put back after cleaning the materials so collected is to be disposed off as per the instructions of BVFCL. All the cleaning implements and personnel protective equipment's are to be arranged by the contractor. The cleaning is to be done once in a month.

2.02 ALL OTHER DRAINS AND TRENCHES IN THE PLANT:

All other drains (both covered & uncovered) and trenches to be kept cleaned regularly.

3.00 UP-KEEPING OF FLOORS:

3.01 GROUND FLOOR CLEANING:

All the plant areas as detailed below shall have to be cleaned by sweeping daily and to be washed with water wherever necessary as per instructions of BVFCL supervisor.

The plant areas are to be kept clean by removing all foreign materials. All implements for carrying out the job like broom shovel etc. are to be arranged by the contractor. The central control room is to be wiped out with wet jute wiper additionally. The total floor area is approximately 600 m2. Any or all of the areas can be excluded from the scope of the work by BVFCL.

Plant Areas :

1.CO2 Compressor house	6.Cooling Tower Dozing Pump Bay
2.Synthesis Bay	7.C.T. Operation Floor
3.Pump Bay	8.Effluent Treatment Section
4.Cooling Tower	9.Central Control Room
5.Side Stream Filters	10.Others

3.02 COURTYARD CLEANING

The courtyard around effluent treatment section is to be cleaned daily and all foreign materials and vegetation's are to be removed and disposed off as per the instruction of BVFCL supervisor. All implements needed are to be arranged by the contractor.

4.00 EQUIPMENT CLEANING:

4.01 CLEANING OF MOVING MACHINES IN COMPRESSOR HOUSE:

There are four CO₂ compressor with individual operation panels and other equipment's on the first floor. The machines, field instruments and equipment's surfaces are to be kept free from oil spillage, grease, dust, maintenance waste and other foreign materials. The machinery foundations are to be kept clean by removing oil and other materials by scrapping with wooden flats or by soda or any other methods as directed by BVFCL supervisor. The compressor house ground floor houses the surface condenser, oil reserve, oil coolers, oil circulating pumps, gas coolers and separators etc. All these equipments are to be kept clean. The cleaning is to be done once in a month.

4.02 **EQUIPMENT'S IN SYNTHESIS BAY ON DIFFERENT FLOORS AND PRILLING TOWER:**

All the equipment's in synthesis section and prilling tower on different floors are to be cleaned including their foundations. All the foreign materials should be removed and oil spillage etc. to be cleaned out. The job is to be carried once in a month.

4.03 **OTHER EQUIPMENTS:**

Equipment's and machines in synthesis section ground floor, pump bay, cooling tower, chromate treatment, prilling tower bottom and conveyors from ET-1 to ET-5 and equipment's not covered under item Nos. 4.01 & 4.02 including their foundation are to be similarly cleaned. The job is to be under taken once in a month.

5.00 **REMOVAL OF SPILLAGE & UP-KEEPING:**

5.01 **CLEANING AND REMOVAL OF SPILLAGE**

The job involves the removal of spilled Urea from the bottom of prilling tower, conveyors ET-1 – Half of ET-5 their chutes and transfer towers. The pulleys, rollers and base plate of all the above conveyors and the gantry floors, prilling tower floors and transfer tower floors are also to be cleaned. Spillage so collected is to be screened to separate the proper sized materials from lumps and fines. The proper sized material is to be put in bags or on to the conveyor belts as per the instructions of BVFCL supervisor. The oversized materials and lumps have to be broken and put in bags. Since oversized materials will cause problems down stream they are not to be put on the conveyor belts under any circumstances. The contractor will ensure that no accumulation of spillage takes place any where in the conveyor system. All the chutes of conveyors and transfer towers are to be kept clean by hammering if needed. All the materials collected in bags are to be transferred to dissolving tank newly setup in U-III.

The normal spillage would be around 1.0 – 2.5 MT in a day. Spillage cleaning is therefore needed to be done only in general shift hours. This includes spillage of the previous day also. The spillage cleaning is to be done daily excepting Sundays and holidays. If cleaning requirement is intimated in advance the same has to be taken up on Sundays and holidays also. All the implements and equipment's for personnel protection needed for the above job are to be arranged by the contractor.

Under normal circumstances the requirements is three man days for every productive day. If in case spillage is more than the normal limit, extra man days will be sanctioned to the contractor by the plant authority. During shut down period the deployment will normally be for single successive non-productive day after shut down as per requirements.

No man day's payment will be allowed when there is no spillage material due to shut down of the plant.

6.02 **HELPING ASSISSTANCE IN SHIFT:**

For miscellaneous plant job in shift, two man days in each shift will be required for lubrications of various machines and other activities decided by respective shift in charge.

7.00 **INSTRUMENT PANEL CLEANING:**

7.01 **DRY CLEANING OF INSTRUMENT PANEL:**

The instrument panels are detailed below need to be cleaned once in a month by wiping them with soft cloth. Contractor will ensure that instruments are not damaged by putting more pressure oil cleaning.

LOCATION

1)	Central control room	all panels
2)	Pump bay	5 panels
3)	CO2 Booster Compressor	2 panels
4)	CO2 Charge Compressor	4 panels
5)	Process Air Compressor	1 panel
6)	Prilling Tower	1 panel
7)	Ebara Pump	1 panel

The total area is 175 m². The soft cloth will be supplied by BVFCL.

8.00 MISCELLANEOUS JOBS:

8.01 SHUT DOWN AND OTHER MISC. JOBS:

The job involves charging oil into heavy machinery such as compressors, salt scrappers, pumps etc. Filled drums are to be shifted from the site stores to work place. Any spillage of oil is to be recovered / cleaned. The item also includes cleaning of floors at elevations, cleaning of strainers, shifting of materials from site store to work place, painting, carpentry etc and other shut down jobs. All implements and personnel protection equipment's will be arranged by the contractor. The jobs are casual in nature and will have to be taken up as and when required. All these jobs will be carried out under the direct supervision of BVFCL supervisor. Actual man hours deployed will be added up to man days. The job also includes misc. work in offices as and when required.

8.02 SCOOPING OF OIL ETC.

Oil from surface drains, trenches, pits etc. are to be scooped and collected in drums and to be shifted to assigned place as directed by BVFCL supervisor. The job shall be under taken as per requirements.

III) CPP & UTILITY-III (REGULAR ITEMS):**1.00 CHEMICAL SOLUTION PREPARATION ETC.****1.01 PREPARATION OF CAUSTIC AND LIME (a & b):**

Caustic soda and Lime are to be lifted to the top of the solution preparation tank, from the near by chemical store and charged to the tank. Chemicals wherever required is to be weighed. Job to be carried out as per the instructions of BVFCL supervisor. The spillage, if any, has to be recovered and the area washed and cleaned. The solution is to be prepared as per the requirement. The daily requirement would be around 1.5 Tones of caustic soda and 50 Kg of lime. The caustic soda will generally be in 50 Kg bags as flakes. However it can be in drums of 500 Kg. In case it is in lump form it is to be cut in to pieces and weighed before charging. The used bags, drums etc. will be washed and stacked at their assigned places.

The job is generally to be taken up only in general shift hours. But due to the deterioration of Anion resin of DM plant the requirement of caustic solution raises so its sometime needs to be prepared during off hours/holidays/off-days for that extra man days will be sanctioned to the contractor by the plant authority. However the contractor should be prepared to do the same at any hour of the day at short notice. A penalty of 2% of quoted value will be deducted for every hour of delay. All implements have to be arranged by the contractor except trolley, hammers and chisels. Personnel protective equipment's will be provided by contractor.

2.00 EQUIPMENT CLEANING.**2.01a. EQUIPMENT IN DM & INSTRUMENT AIR SECTION.**

The machines, field instruments and equipments surfaces are to be kept free from oil spillage, grease, dust, maintenance waste and other foreign materials. The machinery foundations are to be kept clean by removing oil and other materials by scrapping with wooden flats or by soda or any other methods as directed by BVFCL supervisor. There are four air compressors and 26 pump sets. This job is to be undertaken once in a week.

2.01b. EQUIPMENT'S IN CPP AND SERVICE BOILER.

The machines, field instruments and equipment's surfaces are to be kept free from oil spillage, grease, dust, maintenance waste and other foreign materials. The machinery foundation are to be kept clean by removing oil and other materials by scrapping with wooden flats or by soda or any other methods as directed by BVFCL supervisor. The equipment's involved are two gas turbines and three numbers of NG Boosters and their auxiliaries, one service boiler and its associated machines like ID,FD fans and two waste heat boilers and their auxiliaries and BFW pumps etc. The cleaning job is to be undertaken twice in a month.

3.00 FLOOR CLEANING.**3.01 COURT YARD AND FLOOR CLEANING:**

Courtyard and floors as detailed below shall have to be cleaned by sweeping daily and to be washed with water wherever necessary as per instructions of BVFCL supervisor. The plant areas are to be kept cleaned by removing all foreign materials. All implements for carrying out the job like broom, shovels etc. are to be arranged by the contractor. The central control room of CPP is to be wiped out with wet jute wiper additionally. Any vegetation and grass are also to be removed.

The approximate floor areas are given below:-

Section	Floor area (M²)
1. Inst. Air	770
2. DM Plant	3480
3. S Boiler	1350
4. Waste Heat Boilers I & II	840
5. CPP	754
6. NG Booster Compressor	374
7. Central Control Room	300

3.02 **CLEANING OF TRENCHES AND DRAINS.**

There are two types drains; slab covered drains and open drains. In the case of covered drains the covering slabs are to be removed and replaced after cleaning. All the implements for executing the job will have to be arranged by the contractor. The dimensions of the drains / trenches are given below. The collected materials are to be dumped at a place not beyond 100 meter as shown by the BVFCL supervisor. The cleaning is to be done once in a month except item No.6 which is once in a year.

	Section	Dimensions (Meter.)
1.	Service Boiler	0.45 x 0.45 x 30
2.	Waste Heat Boilers (Each)	0.5 x 0.5x 40
3.	NG Booster	0.45 x 0.45x 30
4.	Gas Turbines (Each)	0.5 x 0.5 x 40
5.	Inst. Air & DM Plants	0.3 x 0.3 x 60 & 0.5 x 0.75 x 300
6.	Others	0.3 x 0.3 x 5

4.00 **MISCELLANEOUS JOBS.**

4.01 **SHUTDOWN AND OTHER MISCELLANEOUS JOBS INCLUDING CHEMICAL HANDLING, LUBRICATIONS AND DIFFERENT OFFICE MAINTENANCE:**

The job involves charging oil in to heavy machinery such as compressors, Gas turbines, pumps etc. Filled drums are to be shifted from site stores to work place. Any spillage of oil is to be recovered / cleaned. Cleaning of strainers, shifting of materials from site stores to work place painting, carpentry, grass cutting etc. and other shut down jobs. All implements and personnel protection equipment's will be arranged by the contractor. These jobs are casual in nature and will have to be taken up as and when required. All these jobs will be carried out under the direct supervision of BVFCL supervisor. Actual man hours deployed will be added up to man days.

4.02 **HELPING ASSISSTANCE IN SHIFT:**

For miscellaneous plant job in shift, two man days in each shift will be required for lubrications of various machines and other activities decided by respective shift in charge.

5.00 **GENERAL CLEANING JOBS.**

5.01 **REMOVAL OF WASTE ETC. FROM ALL THE PLANTS:**

Refuse materials, the debris etc. collected in waste bins on the road side in all the plants are to be removed and dumped in assigned area. The quantum and nature of jobs in all the plants may vary widely. The contractor should make adequate arrangements for carrying away the waste from dustbin to the point of disposal.

NAMRUP – III GROUP OF PLANTS
DETAIL SCOPE OF WORK

NON-REGULAR JOBS

I) AMMONIA –III PLANT: MANDAYS REQUIREMENT

1.00 REMOVAL OF DIRTS / SLUDGE / MUCK OF LUBE OIL TANK: MANDAYS REQUIREMENT

LUBE OIL TANK CLEANING:

Lube oil tanks of pumps and compressors as detailed below are to be cleaned as and when required. The job involves bringing empty drums from site stores, draining of oil from the tank into empty drums with centrifuge or hand operate pump, stacking the filled drums in adjacent area as shown. After draining the oil the tank manhole cover would be opened by BVFCL and the contractor will be reqd. to clean the inside of residual oil, muck etc by scooping with hand, or soaking in cloth and squeezing out the same without damaging the inside painting of the tank.

The cleaning will have to be to the satisfaction of BVFCL. The job may have to be done on continuous basis if so required by BVFCL. The details of the tank are as follows:-

	<u>Machine:</u>	<u>Area (m²)</u>		<u>Machine:</u>	<u>Area (m²)</u>
1)	Proc. Air Compressor	29.0	7)	BFW Pump 50%	3.0
2)	Proc. Refr. Compressor	29.0	8)	BFW Pump M/D	4.0
3)	NG Booster Compressor	35.0	9)	BFW Pump T/D	13.0
4)	Syn Gas Compressor	67.0	10)	Benf. Pump M/D	3.0
5)	ID Fan of Refr.	7.0	11)	Benf. Pump T/D	10.0
6)	FD Fan of Refr.	7.0	12)	C.Tower Pump T/D	17.0
13)	Expn. Turbine IGP	3.0			

2.00 REMOVAL OF SCALES/SLUDGE FROM COOLER TUBES: MANDAYS REQUIREMENT

2.01 LUBE OIL COOLER TUBE CLEANING

	<u>Machine</u>	<u>No. of Tubes:</u>	<u>Tube length (mm):</u>
1)	I.D. Fan Pr. Reformer	30	2000
2)	F.D. Fan Pr. Reformer	30	2000
3)	BFW Pump 50%	65	2020
4)	BFW Pump	65	2020
5)	Benf. Soln. Pump T/D	65	2020
6)	Benf. Soln. Pump M/D	65	2020
7)	C.Tower Pump T/D	114	4500
8)	Expn. Turbine IGP	25	2000
9)	NGBC	228	4877
10)	PAC	196	4280
11)	PRC	272	4000
12)	SGC	372	6096

2.02 SURFACE CONDENSER TUBE CLEANING:

	<u>Machine</u>	<u>No. of Tubes:</u>	<u>Tube length (mm)</u>
1)	Process Air Compr.	1720	5600
2)	Process Ref. Compr.	1472	4638
3)	NGB Compr.	980	5520
4)	Syn Gas Compr.	2493	4900
5)	BFW Pump T/D	65	2020
6)	Benf. Pump T/D	514	2020

2.03 INTER/AFTER COOLER TUBE CLEANING

	<u>Machine</u>	<u>Nos. of Tubes:</u>	<u>Tube length (mm):</u>
1)	Air Compressor IGP Inter Cooler	46	2920
2)	Air Compr. IGP after Cooler	46	4506
3)	Ref. Compr. IGP	46	100
4)	ERC Condenser cooler	202	4000

Tube cleaning shall normally be done with wire brushes. If necessary chemical cleaning is to be resorted to. The end covers of the exchanger / exchangers will be opened by BVFCL. The contractor would brush the inside of the tubes with wire brush screwed / welded at the end of a rod or by chemical reagent. After thorough brushing or chemical cleaning the tubes will be flushed with running water and again brushed if necessary on its entire length till the wash water coming out of the tube is completely clean. In case of chemical cleaning tubes are to be passivated by reagent as specified by the supervisor in charge. After cleaning of an exchanger the surrounding area should be cleaned from mud etc. with water. BVFCL would supply all the implements required for the job and these will have to be shifted to work place.

Those exchangers where the cooling water is on the shell side and with removal tube bundles, the tube bundle would be taken out by BVFCL. BVFCL reserves the right to execute one or all of the above heat exchangers from cleaning or get a particular exchanger cleaned more than once in a year.

2.04 BACKWASHING OF DIFFERENT HEAT EXCHANGERS:

List of the heat exchangers are as follows:-

1. Lube oil coolers of NGBC, PAC, PRC, SGC.
2. Inter stage heat exchangers of NGBC, PAC, PRC & SGC.
3. Cleaning of SR-1, SR-2 & SR-3 OF 1.32 section.
4. Others heat exchangers like T/D BFW Surface condenser, lube oil coolers etc.
5. WCC(water cold condenser).

2.05 CLEANING OF SOLUTION TANK:

Solution tank of Purification section (1.32 sec) SR-1, SR-2 & SR-3 to be cleaned as and when required. Draining of solution of tank and opening of man hole cover will be done by BVFCL. and the contractor will be reqd. to clean the inside residual , deposit etc by scooping with hand, or soaking in cloth and squeezing out the same without damaging the inside of the tank.

The cleaning will have to be to the satisfaction of BVFCL. The job may have to be done on continuous basis if so required by BVFCL.

3.0 PRIMARY & SECONDARY FILTER OF PAC CLEANING:

The primary and secondary filter of PAC need to be cleaned when required. Job involves the removal of Primary filter elements from its casing and cleaning it with instrument air. The cleaning will have to be to the satisfaction of BVFCL. After cleaning the filter elements need to be fixed to its casing and mount on position.

Secondary filter of the PAC need to be cleaned when required. Secondary filter strainer will be opened by BVFCL and then the contractor needs to clean it properly with air and then with cloth, the cleaning will have to be to the satisfaction of BVFCL.

II) UREA – III PLANT(NON REGULAR JOBS)

1.00 CLEANING OF PITS, TANKS, TRENCHES ETC: MANDAYS REQUIREMENT

1.01 PIT CLEANING

There are five pits / tanks to be cleaned under this item as detailed below. BVFCL will empty out the water to the extent possible and the rest has to be emptied out by the contractor. 9 – 12 inches of mud will have to be scooped out and disposed off at a place specified by the BVFCL supervisor. The side walls of the pit also have to be similarly washed. The cleaning will have to be the satisfaction of BVFCL. 48 hours prior notice would be given to the contractor to take up the job. The job will have to be completed within 16 hours. All personnel protective equipment's and implements required for the job will have to be arranged by the contractor. A penalty of Rs.50.00 per hour delay subject to a maximum of Rs.500.00 will be levied. If the job is not completed in 24 hours BVFCL reserves the right to get the job completed through any other agency at the cost and risk of the contractor.

	PITS:	DIMENSIONS (m):
1)	50 m ³	5x5x2
2)	30 m ³	3.3x5x2
3)	173 m ³	7.42x6.68x3.5
4)	140 m ³	10x4x3.5
5)	56 m ³	4x4.2x3.5

Cleaning is to be done as and when required.

2. **SCRAPPER FLOOR CLEANING: MANDAYS REQUIREMENT**

This will be done as and when required

3. **REMOVAL OF DIRTS / SLUDGE / MUCK OF LUBE OIL TANK:MANDAYS REQUIREMENT**

LUBE OIL TANK CLEANING:

Lube oil tanks of pumps and compressors as detailed below are to be cleaned as and when required. The job involves bringing empty drums from site stores, draining of oil from the tank into empty drums with centrifuge or hand operate pump, stacking the filled drums in adjacent area as shown. After draining the oil the tank manhole cover would be opened by BVFCL and the contractor will be reqd. to clean the inside of residual oil, muck etc by scooping with hand, or soaking in cloth and squeezing out the same without damaging the inside painting of the tank. After cleaning of tank it must be refilled with the oil with the help of centrifuge. The cleaning will have to be to the satisfaction of BVFCL.

4. **SPILLAGE REMOVAL FROM ET-1 to ET-5: MANDAYS REQUIREMENT**

5. **UREA LUMPS & SPILLAGE DISSOLVING TO GET UREA: MANDAYS REQUIREMENT**

III) CPP & UTILITY-III (MANDAYS REQUIREMENT):

1.00 UNLOADING / LOADING OF RESINS ETC.

1.01 UNLOADING / LOADING OF RESINS

The unloading /loading of resins are to be done in the following vessels as detailed below.

Vessels	Nos.	Approx.Vol. (M ³) (each)	Time schedule (Hrs)	
			Unloading	Loading.
1. Cation exch.	3	9.1	12	8
2. Anion exch.	3	7.05	12	8
3. Mixed bed exch.	3	7.0	24	12
4. Cond.cat. exch.	2	6.15	12	8.

Job involves the following activities.

1. Shifting of fresh materials from site store to work site.
2. Unloading of spent resins and filling the same in bags/drums and stacking the same at assigned place.
3. Thorough cleaning of the vessels inside with air and water to the entire satisfaction of BVFCL Supervisor.
4. Charging of the materials into the vessels after weighing if required.
5. Removal of waste materials and cleaning the area.

The job may have to be done round the clock, depending on time availability the resins is to be removed and charged through manholes of the vessels at a height. It will be in the interest of the contractor to familiarize with the job requirements at site. All the implements required for the job like pulleys, ropes etc. and personnel protection equipment's will have to be arranged by the contractor. However buckets for lifting the materials will be supplied by BVFCL.

In case delay, attributable to the contractor a penalty of 2% of the quoted money will be deducted for every hour of delay beyond the specified time schedule.

1.02a. UNLOADING PRESSURE FILTERS. MANDAYS REQUIREMENT

There are ten numbers of pressure filters of 3m dia and 1.4m height. These vessels are filled with sand and gravel as follows:

Gravel. 19—12 mesh size 100 mm height.

12--- 6 mesh size 100 mm heights

6--- 2 mesh size 150 mm heights

Sand 16 – 32 mesh size 450 mm heights

This corresponds to 2.48 M³ of gravel and 3.18 M³ of sand. The sand and gravel have to be taken out, dried, screened and put back after cleaning, with make up materials if required. In case of replacement of filter media with fresh charge, the spent charge to be filled in bags & to be removed from work place and the same to be stacked at a assigned place. The entire area is to be cleaned thoroughly after completion of job. The job is to be taken up as and when required. Generally filters are to be unloaded and loaded one by one.

However, in emergency it may be necessary to take up the unloading/loading of all ten filters at a time. The time schedule for the job would be as under:

Unloading of each filter ----- 8 Hrs.

Screening, cleaning and loading of each filter----- 8 Hrs.

1.02b DEGASER TOWER: MANDAYS REQUIREMENT

The tower is a cylindrical vessel and is filled with 38 mm polypropylene rachig rings. It may be required to remove part or all of the packing, clean the same and recharge with make up material if required. Tower internals also will have to be cleaned with water before recharging. Contractor will ensure that the lining and internals of the tower not damage.

Volume of packing	16.6 m ³
Time of unloading	6.0 Hrs.
Time for cleaning, screening & loading	8.0 Hrs.

1.03 **SILICA GEL AND CERAMIC BALLS IN AIR DRIER, MANDAYS REQUIREMENT**

The job involves unloading/loading of silica gel and ceramic balls of the instrument air dryers in instrument air section. The total volume of gel and ceramic balls is about 5M³. The job is similar to resin charging under item 1.01. This job is also to be taken up as and when required.

2.00 **CHEMICAL SOLUTION PREPARATION ETC, MANDAYS REQUIREMENT**

- 2.01 **PREPARATION OF MORPHOLINE & AQUA AMMONIA FILLING & CARRYING (a & b):**
Morpholine & aqua ammonia filling & carrying are to be lifted to the top of the solution preparation tank, from the near by chemical store and charged to the tank. Chemicals wherever required is to be weighed. Job to be carried out as per the instructions of BVFCL supervisor. The spillage, if any, has to be recovered and the area washed and cleaned. The solution is to be prepared as per the requirement. However; Morpholine & aqua ammonia can be used as per instruction. In case it is in lump form it is to be cut in to pieces and weighed before charging. The used bags, drums etc. will be washed and stacked at their assigned places. The job is generally to be taken up only in general shift hours. However the contractor should be prepared to do the same at any hour of the day at short notice. A penalty of 2% of quoted value will be deducted for every hour of delay. All implements have to be arranged by the contractor except trolley, hammers and chisels. Personnel protective equipment's will be provided by contractor.

3.00 **CLEANING OF PITS, TANKS ETC, MANDAYS REQUIREMENT**

3.01 **CLEANING OF NEUTRALIZATION PIT & OVERHEAD FILTERED WATER TANK: MANDAYS REQUIREMENT**

There is one neutralization pit and one overhead tank to be cleaned under this item as detailed below. BVFCL will empty out the water to the extent possible and the rest has to be emptied out by the contractor. 9 – 12 inches of mud will have to be scooped out and disposed off at a place specified by the BVFCL supervisor. The pit/tank will have to be washed thoroughly clean by water. The side walls of the pit/tank also have to be similarly washed. The cleaning will have to be to the satisfaction of BVFCL supervisor. The job will have to be completed within 24 hours for neutralization pit and 8 hours for overhead filtered water tank. All personnel protective equipment's and implements required for the job will have to be arranged by the contractor. The job is to be taken up as and when required.

The neutralization pit measures 17x 12x 2.5 M and the overhead filtered water storage tank 5 x 5 x 2 M.

4.00 **REMOVAL OF SCALES / SLUDGE FROM COOLER TUBES: MANDAYS REQUIREMENT**

4.01 **OIL COOLER CLEANING:**

	Machine	No. of tubes.	Tube length (mm)
1.	I.D.Fan (Service Boiler)	36	1250
2.	F.D.Fan (Service Boiler)	36	1250
3.	BFW Pump. T/D	36	1250

4.02 **INTER / AFTER COOLERS:**

	Machine	No. of tubes	Tube length (mm)
1.	Inst. Air Comp. Inter cooler	36	2800
2.	Inst. Air Comp. After cooler	36	4506
3.	Process Air	44	3600
4.	Dry Air	78	3200
5.	Reg. Air Condr. .	30	3100

Tube cleaning shall normally be done with wire brushes. If necessary chemical cleaning is to be restored to. The end covers of the exchanger/exchangers will be opened by BVFCL. The contractor would brush the inside of the tubes with wire brush screwed/welded at the end of a rod or by chemical agent.

After thorough brushing or chemical cleaning the tubes will be flushed with running water and again brushed if necessary on its entire length till the wash water coming out of the tube is completely clean. After cleaning of an exchanger the surrounding area would be cleaned of mud etc. with water. BVFCL would supply all the implements required for the job and this will have to be shifted to work place. Those exchangers where the cooling water is on the shell side and with removable tube bundles, the tube bundle would be taken out by BVFCL and the external surface of the tubes and inner side of shell would have to be cleaned by the contractor as specified above.

Depending upon the number of tubes, cleaning time will be allowed for a cleaning rate of minimum of 100 tubes per hour in case of mechanical cleaning. Cleaning will have to be to the satisfaction of BVFCL

supervisor. BVFCL reserves the right to exclude one or all of the above heat exchangers from cleaning or get a particular exchanger cleaned more than once in a year.

The above job description pertains to item 4.01 & 4.02.

5.00 BOILER CLEANING FOR INSPECTION. MANDAYS REQUIREMENT

5.01 CLEANING OF SERVICE BOILER & WASTE HEAT BOILERS FOR STATUTORY INSPECTION.

The following equipment's are to be cleaned to the entire satisfaction of BVFCL supervisor. The cleaning is to be manually done with wire brush broom cloth etc. Generally the equipment's of service boiler are to be cleaned once in a year and that of waste heat boilers once in two year. However any individual equipment or part thereof may have to be cleaned as and when required.

	EQUIPMENT'S	AREA (M²)	FREQUENCY
1.	S.Boiler Drum	34.5	Once in a Yr.
2.	S.Boiler Mud drums	31.0	once in a Yr.
3.	S.Boiler Furnace Walls Floor, ducts Air heater etc.	450.0	Once in a Yr.
4.	Economizer S. Boiler	225.0	Once in a Yr.
5.	W. Heat Boiler	32.0	Once in 2 Yr.
6.	Dearators and internals	60.0	Once in a Yr.

All the cleaning implements like wire brush etc. and personnel protective equipments are to be arranged by the contractor. The job of cleaning is to be done only in day time and the contractor has to start the job within four hours of notice. The job to be carried out under BVFCL supervision.

6.00 OIL JOBS: MANDAYS REQUIREMENT

6.01 OIL TANK CLEANING.

Lube oil tanks of pumps and compressors as detailed below are to be cleaned as and when required. The job involves bringing empty drums from site stores, draining of oil from the tank in to drums with centrifuge or hand operated pump, stacking the filled drums in adjacent area as shown. After draining the oil the tank man hole cover would be opened by BVFCL and the contractor will be required to clean the inside of residual oil, muck etc. by scooping with hand or soaking in cloth and squeezing out the same without damaging the inside painting of the tank. The cleaning will have to be to the satisfaction of BVFCL. The job may have to be done on continuous basis if so required by BVFCL. The details of the tank are as follows:

	Machines	Area (M2)
1.	Gas Turbine	24
2.	GT Diesel Tank	6
3.	ID Fan (S Boiler T/D)	4
4.	F.D.Fan (S Boiler T/D)	4
5.	BFW pump (T/D)	4
6.	Inst. Air Comp.	3
7.	Service Air Comp.	1
8.	Centac compressor	1

7.0 NEW NEUTRALIZATION PIT OF DM-III: MANDAYS REQUIREMENT.

Extra lime and acid solution need to be prepared daily to neutralize the effluent from DM-III plant in the recently commissioned neutralization pit.

Tender Documents & Terms and conditions

TENDER ENQUIRY NO. CE (CHEM)/ A&U (N-III)/CC (2019-20)/ 909

DATE: 12.01.2019

GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS UNDER WORKS CONTRACT.**1.00 INSTRUCTION FOR TENDERERS**

- 1.01 The tenderers(s) should carefully read and understand all the tender documents before completing the required formalities and quoting the contractor margin etc.
- 1.02 Intending tenderers after studying all the tender documents carefully and after visiting the site for satisfying themselves of the local conditions, if any, before tendering. Submission of tender implies that the tenderers have familiarized themselves with the site and local conditions and have obtained all the clarifications required for the purpose. No claim on ground of want of knowledge in any respect will be entertained. No claim for extra charges consequent to any misunderstanding or otherwise will be allowed.
- 1.03 The tender documents completed in all respect and duly signed by the contractor should be submitted online in two parts.
- a) **Techno-Commercial Bid**-The Technical Bid Application and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted online. BVFCL reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- b) **Price Bid**-The price bid should contain the rates only. Tenderers not in line with the above procedure or quoted in any other format is liable to be rejected/ bypassed.
- 1.04 After evaluation of the Technical Bid which may involve visit to the bidders place by authorized officials, price bids of only those bidder who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose Technical bid has been accepted, in advance for witnessing the Price Bid opening.
- 1.05 All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidders before submission.
- 1.06 Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/Min. wages etc. (as described in the specimen copy of price bid)
The rate of item should be indicated in words as in figures and any cutting should be duly signed otherwise tender will be rejected. Overwriting in tender form will lead to its rejection
- 1.07 The rate(s) quoted will be valid for the period of contract.
- 1.08 The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement on same terms, conditions and rates for a period of one year on satisfactory completion of work and at the discretion of BVFCL.
- 1.09 BVFCL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidders, hereby, confirm their participation in Reverse Auction along with Techno-Commercial Bid.(pl. incorporated in consolation with MM deptt. of the Corporation)

2.00 SPECIAL TERMS & CONDITION:

- 2.01 The contractors have to abide by all the terms and conditions mentioned in GDCC before filling up the tender documents.
- 2.02 All works are to be done under the strict supervision of the contractor to the entire satisfaction of the Engineer-in –Charge.

3.01 EARNEST MONEY:

The tenderers shall deposit the Earnest Money in favour of BVFCL, Namrup Unit for the work in accordance with the provisions of GDCC enclosed herewith. Tenders must be accompanied by Earnest money deposit in the form of a Crossed Demand Draft /Bank pay challan (available on our website) in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED on any scheduled bank payable at Namrup preferably State Bank of India, Namrup / UCO Bank, Namrup. D.D. payable at locations other than Namrup will not be accepted. Cheques would not be accepted in any case.

However companies holding NSIC & MSME certificates are exempted from EMD & TENDER PAPER COST. TENDER SUBMITTED WITHOUT EARNEST MONEY DEPOSIT, WILL BE SUMMARILY REJECTED, WITHOUT FURTHER REFERENCE except the Companies holding NSIC & MSME certificates, but the tenderers have to upload the copy of the certificate in Techno-commercial bid.

On finalization of the contract, the earnest money so deposited by the unsuccessful tenderers will be returned without any interest. The earnest money deposited by successful tenderer shall be returned without any interest after furnish the required security deposit.

4.0 SECURITY DEPOSIT

4.01 Performance Security Deposit (PSD) shall be 10% of the contract value

4.02. The bidder shall submit the 'Performance Security Deposit' within 30 days of awarding of contract/ issue of Letter of Intent as following:-

- a) Pay Order, Demand Draft drawn in favour of M/s "Brahmaputra Valley Fertilizer Corporation Limited, NAMRUP" valid for the period as aforesaid.
- b) Local Cheque of scheduled banks, subject to realization.
- c) Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favour of BVFCL and discharged on the back)
- d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BVFCL.
- e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Companies Act. The FDR should be in the name of bidder; A/C BVFCL NAMRUP duly discharged on the back.
- f) The PSD can also be recovered at the rate of 10% from running bills.
- g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BVFCL under receipt in duplicate with copy of receipt submitted to department.

The Performance Security Deposit shall not entitle any interest.

5.00 QUOTATION OF RATES:

5.01 The rates will remain firm during the pendency of the contract and no escalation in rates will be admissible. However, in respect of wages to be paid to the workmen, notified increase in minimum wages and statutory contribution such as PF and bonus will be born by BVFCL as detailed below:

- a) Minimum Statutory Bonus payable to the workmen as per relevant Bonus Act will be reimbursed, on actual, on payment of the same to the workmen subject to submission & necessary scrutiny/ check of relevant documents.
- b) The employers contribution towards Provident Fund will be deposited by the contractor, which will be reimbursed, on actual, subject to submission of statement to PIR department showing the details of worker's wages paid for the month/ deductions made from the wages on account of PF separately and deposition of such deductions along with equal subscription by the contractor to PF Commissioner and submission of the copy of challan along with running bills of contract.
- c) Tenderer(s) should mention in their Price bid about the payment of GST to the Tax authorities.

d) After finalization of price bid, contractor's margin so quoted by the tenderer will remain firm during the continuation of contract period or extension period of contract and no escalation in rates will be admissible even on minimum wages revision as per government notification.

- 5.02 Rate per day includes (Basic+ DA+ weekly rest day 1 in 7 days)+ Festival Holiday 7 days/yr + Paid Holiday 9 days/yr+ Annual Leave 18.25 day/yr + LTC 12.5 day/yr + PF 12% + Admin. Charges 1.15% + Social Benefits 30 days for listed & 10 days for unlisted + ADOC (compensation wages + Additional compensation wages) = Rs. 519.45 for listed & Rs. 499.18 for unlisted workers.
- 5.03 Bonus @ 8.33% of the wage.
- 5.04 GST as applicable.
- 5.05 Basic rate (basic + DA + weekly rest day) as per central govt. notification no.
- 5.06 Segregation of plant wise manpower required: List of workers along with their age & Category etc. as described in the format given in Annexure-V enclosed.

Sl. No:	P L A N T	Plant wise manpower requirement	Unskilled Listed workers	Unskilled Unlisted workers	Total number of days
A)	AMMONIA-III	12	10	2	314
B)	UREA-III	15	14	1	314
C)	CPP & UTILITY-III	15	13	2	314
D)	TOTAL MANPOWER (LISTED+ UNLISTED)	42	37	5	314

To maintain the plant exigency, the contractor must be responsible to supply the manpower to the concerned so that it can be maintained smoothly.

6.0 Stamp duty applicable as per Indian Stamp Act 1899 shall be payable by the contractor.

7.0 INDEMNITY BOND

After allotment of the work order the tenderer has to make an agreement with BVFCL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

8.0 LABOUR LICENCE AND OTHER REQUIREMENTS:-

8.0.1.Labour License

1. The tenderers must be licensed contractor under "Contractor Labour (Regulation Abolition) Act 1970" or they should produce a certificate from Labour Department to the effect that is not covered by the Contract Labour Act.
2. The tenderers shall abide by all the provisions of Contract Labour(Regulation and Abolition Act' 1970) Minimum Wages Act , 1940,Factories Act , 1948, Industrial Dispute Act., 1947, Payment of wages Act.,1936, Workmen's Compensation Act, 1923 and their respective rules framed under each of the said Acts from time to time and also other Labour Acts and Rules applicable to the tenderers and that in case the tenderers fail to do so, the Corporation shall have the right to deduct from the tenderers bill , the expenses which are to be incurred in connection with any claim from any party including the labour engaged by the contractor.

- i) Contractor shall within 5 days of commencement/completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- ii) Contractor shall apply for Form V to BVFCL for obtaining labour licence (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.
- iii) In case the number of employees deployed by the contractor against the contract exceeds the number of employees allowed in the license then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.

- iv) The contractor has to maintain a Register of his labourers with the particulars shown in the proforma to be supplied for implementation of the provisions of contract labour (Regulation and Abolition) Act, 1970
- v) The contractor shall make the payment of wages regularly to the labourers engaged by him in presence of authorized representative appointed by BVFCL as per contract labour act ,1970 and minimum wages should be paid according to the circular/directive issued by central/state govt. from time to time

8.02 Registers and Records under Contract Labour (R&A) Act, 1970

The Contractor shall maintain the following Registers and forms as per Contract Labour (R & A) Rules 1971 and produce the same for verification by the Executing Officer/ Authorized Representative of the Contracting Department :-

- a) Form XIII - Register of Workmen employed by contractor (Rule 75)
- b) Form XIV - Employment Card issued by contractor (Rule 76)
- c) Form XVI - Muster Roll 78(1) (a) (i)
- d) Form XVII - Register of Wages (Rule 78 (1) (a) (i)
- e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- f) Form XIX - Wage Slip (Rule 78)(1) (b)
- g) Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii)
- h) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

- 8.03 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

Personal Accident Insurance Policy

- i) Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. Contractor shall ensure that no employee should enter the BVFCL factory premises or working area without insurance cover as stated below.
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. undertaking company.
- iv) The coverage shall be of Rs. 2 lakhs per individual. The sum assured (Rs. 2 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 2 lakhs to the nominee/ legal heir of such deceased contract worker.

9 **APPOINTMENT AND ENTRY IN FACTORY PREMISES :**

- 9.1 The contractor shall submit the following to HR, contacting department and CISF
 - (a) The details of the worker proposed to be deployed in.
 - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days, failing which he may be discontinued. In absence of 'character certificate', police verification report should be submitted.
 - (c) Copy of employment card issued by contractor to his own worker.
 - (d) Performa for issuance of photo identity card to contractor's employees (along with two passport sized photographs).
- 9.2 After submission of documents as in paragraph 4.1, the Performa, duly filled in, for identity card shall be forwarded by HR department to CISF, which shall then issue the photo-identity card to the contractor. CISF shall authorize the contractor's employee to enter the factory premises initially for a period of three months. The contractor shall issue identity card to his employee, along with engagement letter. A copy of the same shall be submitted to HR department.

- 9.3 The photo gate passes shall have to be revalidated every three months preferably on the last working day of the quarter or any other date fixed to do so. In absence of such revalidation, CISF shall not allow any contractor's employee to enter the premises of BVFCL Namrup.
- 9.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as Annexure 5.

10 **ATTENDANCE AND PAYMENT OF WAGES**

- a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and his own employee.
- b) The contractor shall pay minimum wages, as applicable, of the Appropriate Government and in addition shall also pay to his employees the additional amount, in accordance with the components mentioned in Annexure 6, preferably through Bank account.
- c) The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- d) The contractor shall make payment to his own employees/ before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the employees shall not be subject to payment against the bills by BVFCL.
- e) The contractor shall deduct PF contributions from the salary of his employees and remit the same along with employees' contributions through cheques/ online transfer favoring RPFCL with the appropriate banks within such period as stipulated under relevant provisions. Last date for remittance of PF is 15th of each month. This payment is not linked with the bill payment by BVFCL and the company shall not be responsible for any interest or penalty on account of delay in PF remittances under EPF&MP Act, 1952 and schemes framed there under.
- f) The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- g) In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

11 **Payment of bills**

The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract.

The contractor's bills should be accompanied with the following.

- a) Copy of Measurement Book entries/Statement of work done by the Contractor
- b) Statement of Minimum Wages of employees deployed by him under the contract, PF., statutory deductions etc., in the format as in Annexure 7 annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
- c) PF challans for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution History of contributing contract workers for PF duly certified by the contractor.
- d) Wage payment sheet, duly verified by the authorized representative of the executing department, for the bill period as per Annexure 8.

- e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- f) List of Contractor's employees covered under Accident Insurance Policy
- g) Statement of material supplied by the contractor, if any
- h) Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
- i) Copy of Challan of previous GST paid
- j) Proof of Personal Accident Insurance Policy along with bill

The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and GST Challan & as in Para 10 above forward them to Finance Department. Copies of Documents mentioned under Point 10 (b), 10(c) and 6(d) must also be submitted to HR department.

Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS, will make payment to the contractor. License fees payable by the contractor workers who have been allotted with Corporation's quarters for residential use shall be deducted from the concerned Contractor's bills. In case of vacation of such quarters, the occupant/ Contractor shall require to intimate in advance at least 7(seven) days from the date of vacation in the prescribed format available with the Administration Department.

12.0 Provident Fund

- a. The contractor should get independent EPF code before deployment of his worker against work contract.
- b. The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.
- c. In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- d. After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, when due.
- e. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers for the previous/last financial year.

12.01 PF CONTRIBUTION :

Employee's Contribution	Employer's Contribution
12% of Normal wages paid (Max. Wage Rs.15000/- on Employee's/ Employers Contribution)	Pension Fund (EPS) 8.33% PF Contribution 3.67% (PF Insp/ Admn Charges+ EDLI Charges+ EDLI Insp/ Admn Charges) = 1.15
	Total 13.15%

- 12.02** The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him to the contracting department with a copy/soft copy to HR and Finance Departments

12.03 Bonus

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and submit proof of disbursement along with received copy of Form-D to Labour Enforcement Officer, Dibrugarh, with a copy to the contracting department and HR department.

13.0 LEAVE WITH WAGES TO THE CONTRACTOR'S EMPLOYEES:-

Guidelines as per Factories Act, 1948 and Assam Factories Rules, 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor. Other provisions of Factories Act 1948 should strictly complied by the contractor.

14.0 TOOLS & ACCOMODATION:

14.01 .The contractors shall make his own arrangement for providing for accommodation, tools and tackles etc for his staff. Such facilities will not be provided by BVFCL.

14.02 STANDARD MATERIAL TO BE USED:

All the materials to be used in execution of work shall be of standard make unless otherwise specified and shall strictly comply with current appropriate Indian Standard specifications or of such specifications as required.

15.00 SAFETY MEASURES:

- 15.01 The contractor has to provide all necessary safety tools / equipments / accessories to his staff working at site as required under safety regulation of the factory.
- 15.02 Treatment of injuries or accidents to the contractor's labourers shall have to be arranged by the contractor at his own cost and risk. BVFCL will only provide first aid at the corporation's hospital. The contractor and his labourers must comply with all safety rules and health regulations
- 15.03 The contractor has to obtain safety permits from competent authority for working in hazardous conditions and all safety rules should be followed strictly.sample of each article and obtain prior approval of the Engineer in charge in writing.

16.00 MEDICAL FACILITIES:

No medical facilities will be provided to the contractor's labourers free of cost except First Aid. The contractors must keep accidental insurance for their contract laborers as per govt. norms for Rs. 2,00,000.00.

17.00 COMPENSATION & PENALTY:

17.01. BVFCL Namrup shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BVFCL Namrup. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

17.02 The contractor shall have to make an ex-gratia payment of Rs1000/-(Rupees one Thousand only) to the dependents of labourers in the event of the labourer's death occurring while on duty. This payment will be made by BVFCL immediately and will be recovered from the bill of the contractor

17.03. The coverage shall be of Rs. 2 lakhs per individual. The sum assured (Rs. 2 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.

17.04. In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 2 lakhs to the nominee/ legal heir of such deceased contract worker.

17.05 BVFCL-Namrup will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BVFCL-Namrup. If any such claim is made against BVFCL-Namrup by any worker or his heirs engaged/employed by the contractor, which BVFCL-Namrup is obliged to discharge by virtue of any statue or any provision of law and rules due to mere fact of the workers of the contractor working at BVFCL- Namrup premises or otherwise, the contractor will be liable to indemnify/reimburse BVFCL-Namrup all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BVFCL- Namrup against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

- 17.06 A penalty will be charged by the corporation Rs.10,000.00 if there is any misconduct or misbehave made by the labour which has been justified by the executing department & consequently the contract may be cancelled.
- 17.07 The attendance of each and every contract labour must be submitted for the payment in every month countersigned by the different sections. If attendance will not be submitted by the contractor in-charge the payment bill will not be forwarded.
- 17.08 Any absence by the contract labour without intimation to the concerned section which create problem in plant may lead to penalty to the labour. On absence the contractor should be responsible to arrange the manpower in advance. If not arranged by the concerned contractor it may lead to penalty of Rs. 500/- per absence per manpower and any matter can be discussed only between contractor in-charge and plant authority.
- 18.0 COMPLETION PERIOD:**
- 18.01 The duration of contract shall be 12 (Twelve) months effective from the date of actual start of work, which will be intimated to the contractor well in advance to enable him to mobilize his resources.
- 18.02 The contract period may be extended for a further period of maximum one year at the same rates, terms and conditions at the sole discretion of BVFCL authorities if the performance of the contractor is found satisfactory.
- 19.0 **GUARANTEE:**
Tenderer shall give guarantee against any defective repairing job / workmanship for a period of 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.
- 20.0 INSPECTION:**
The jobs shall be inspected by the OWNER or his representative at all stages of work and shall be considered complete only on his certification.

20.01 OTHER GENERAL TERMS AND CONDITIONS :-

Legal compliance

- a) The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). PF contribution, as may be applicable, is the sole responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- b) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- c) The Contractor shall compensate BVFCL for any loss or damage to the plant/property, material of BVFCL due to his workmen/representatives' negligence or otherwise during execution of work.
- d) In the event of contractor abandoning the work or BVFCL revoking the contract BVFCL shall have a right to get incomplete work completed at contractor's risk and cost. BVFCL shall have a right to terminate the contract at any time without assigning any reason thereof.
- e) Acceptance of the tender will rest absolutely with BVFCL Management, who at its discretion can accept the lowest or any tender or offer at the rates quoted in/by the lowest bid and also reserves the right to reject any or all tenders without assigning any reason or giving any explanation thereof.
- f) The tenderer will be deemed to have satisfied himself/themselves as to the nature of the site, local facilities and all matters effecting the execution and completion of the work. No claim for extra charges consequent upon any misunderstanding or otherwise will be allowed.
- g) The contractor will be required to assist the Department in Misc. jobs like-removal of unauthorized sheds/houses etc. inside BVFCL Township as and when required.

- h) Address for communication of the bidder must be proper and must not belong to any BVFCL quarter allotted to its employees for residential purpose.
- i) Should the contractor's preparation for the commencement of the work or any portion of it or his subsequent rate of progress for any cause, wherever, go slow that in the opinion of the Management(which shall be conclusive),the contractor will be unable to complete the work or any portion thereof, as agreed upon or he neglects to comply with any directions given to him by the company in any respect, the company shall have powers to declare the contract to be at an end in which case the Contractor shall be liable for any expenses, loss or damage which the Company incur, or sustain by reason or in connection with contractor's default.
- j) The contractor(s) shall not assign or sub-let the contract or any part thereof or allow any person interested therein in any manner whatsoever without the special permission of the company in writing. Any breach of this condition shall entitle the company to take such steps as may be deemed necessary and also terminate/fore-close the contract, without assigning any reason thereof. The contractor(s) shall be liable for payment to the company in respect of any loss or damage arising or accruing out of such cancellation. The permitted sub-letting or work by the contractor shall not establish any contractual relationship between the sub-contractor and the Corporation and shall not relieve the contractor of any responsibility under the contract.
- k) In case of non-satisfactory work or non-compliance to any of the terms and conditions of the contract the company may resort to banning the business dealings with the contractor or take any necessary action, as deemed fit.
- l) **FORCE MAJEURE.**
 - i) Neither the contractor nor the company shall be considered in default in performance of its obligation hereunder, if such performance is prevented or delayed because of hostilities, revolution, flood, earthquake, civil commotion or because of any law and other, proclamation, regulation ordinance of any Govt. or any sub-division, thereof, because of any Act of Govt. or for any other cause beyond the reasonable control of the party affected.
 - ii) Should one or both parties are prevented from fulfilling contractual obligation by Act of the State or force majeure lasting continuously for a period of six months, the two parties shall consult together, regarding the future execution of the Agreement.
- m) Security deposit will be released on submission of following certificates from departments mentioned as under:-
 - i) Satisfactory Completion of work and certification of payment of minimum wages to employees from contracting department.
 - ii) Certificate of compliance of labour laws from Contracting Deptt. and verified by HR department.
 - iii) Certificate of payment of Bonus by Contracting Deptt. and verified by HR Department.
 - iv) Certificate from Administration Department that no dues are pending on account of the Quarter occupation by the Contractor/ Contractor's employees
 - v) No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
 - vi) In case of non satisfactory performance of the contract, BVFCL shall have a right of forfeiting the security deposit, in part or in full. In case of any dispute decision of concerned Head of the Department will be final.
- n) GDCC of the Corporation shall form part of the NIT and the work order. Soft copy of the GDCC is uploaded on the company's website except Arbitration Clause no.71 , which should be as per clause no.19 of NIT

21.0 RISK & COST : If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BVFCL-Namrup shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BVFCL. BVFCL shall be entitled to recover the

difference in cost, if any incurred by BVFCL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

22.0 EXECUTION OF AGREEMENT

On acceptance of the tender, the contractor(s) shall have to execute an Agreement on stamp paper of appropriate denomination at his own cost within 7(seven) days of issue of the work order.

23.0 CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussions and interaction, BVFCL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need-to-know basis, without the prior written permission of BVFCL.

24.0 TERMINATION

In case of the services of Contractor is/are not considered satisfactory, BVFCL shall have the right to terminate the contract without assigning any reason whatsoever after giving 1(one) month's notice in writing.

25.0 SUSPENSION

BVFCL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

26.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-

BVFCL reserves the rights to evaluate the bid as per BVFCL policy and Govt. guidelines including CVC / Vigilance guidelines through its tender committee duly constituted by BVFCL Management. The decision of BVFCL, Namrup Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

27.0 JURISDICTION

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Dibrugarh Courts only.

28.00 ARBITRATION:

28.01 Except where otherwise provided for, in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim. Right, matter or thing, whatsoever in any way arising out of or relating to the contract designs, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works, of the execution or 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 the Managing Director/General Manager/Chief Engineer of BVFC Ltd. and if the Managing Director/General Manager / Chief Engineer. Is unable or unwilling to act, to the sole arbitration of some other person Appointed by the Managing Director / General Manager / Chief Engineer, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of BVFC Ltd.,

Namrup and he had to deal with the matters to which the contract relates and that in course of his duties as such he has expressed his views on all or any of the matters in disputes or difference. The arbitrator

to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Managing Director/General Manager/Chief Engineer 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 contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessors. It is also a term of the contract that no person appointed by as such Managing Director/General Manager/Chief Engineer as aforesaid to Arbitration , at all cases where the amount of the claim in dispute is Rs.50,000.00 (Rupees Fifty Thousand only) and above shall give reason for the award.

Matters related to contractual disputes shall be dealt in accordance with the ICADR, New Delhi (INTERNATIONAL CENTER FOR ALTERNATIVE DISPUTE RESOLUTION) Arbitration Rules, 1996.

- 28.02 Subject to the aforesaid 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 for arbitration proceedings under this clause.
- 28.03 This is the term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed with respect to each such dispute.
- 28.04 The arbitrator from time to time with consent of the parties may enlarge the time for making and for publishing the award.
- 28.05 The work under this contract shall continue, if reasonably possible to continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings
- 28.06 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 first hearing.
- 28.07 The arbitrator shall give a separate award in respect of each of the items referred to him.
- 28.08 The venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.
- 28.09 The award of the arbitrator shall be final, conclusive and binding on all the parties to this contract.

29.0 LAW GOVERNING THE CONTRACT:

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

30.00 DECLARATION OF THE TENDERER:

I/We declare that I/we have read the above instructions / special terms & conditions etc. and have understood the same well and are in agreement with the above.

Signature of the Tenderer

Tenderers may please read instructions and advices carefully given here under:

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PART-A

- 1.00 The parties should upload following documents along with Part-A bid of tender failing which Part-B bid of tender shall not be opened.
- 1.01 Average annual financial turnover during last three years (2015-16,2016-17 & 2017-18) ending 31st March, 2018, should be at least 30% of the estimated cost. The income and expenditure statement and balance sheet must be duly audited by Chartered Firm.
- 1.02 Experience of having successfully completed similar works as mentioned above during Last seven years ending on 31st March, 2018 should be either of the following –
 - a) Three similar completed works as mentioned above costing not less than the amount equal to 40% of the estimated cost.
 - b) Two similar completed works as mentioned above costing not less than the amount equal to 50% of the estimated cost.
 - c) One similar completed works as mentioned above costing not less than the amount equal to 80% of the estimated cost
- 1.03 Valid PAN Card / TAN nos. in his own / firm's name
- 1.04 Valid GST registration certificate number in his own / firm's name.
- 1.05 Valid PF Registration certificate in his own / firm's name
- 1.06 Tender document & GDCC – All pages must be properly filled and signed by the party.
- 1.07 Tenderers have to upload copy of Challan/ Demand draft drawn in favour of BVFCL, Namrup towards Earnest Money & Tender paper cost. However companies holding NSIC & MSME certificates are exempted from EMD & TENDER PAPER COST. TENDER SUBMITTED WITHOUT EARNEST MONEY DEPOSIT, WILL BE SUMMARILY REJECTED, WITHOUT FURTHER REFERENCE except the Companies holding NSIC & MSME certificates, but the tenderers have to upload the copy of the certificate in Techno-commercial bid.
- 1.08 Issue of tender paper does not have guarantee of consideration of tender by BVFCL.
- 1.09 Up to date Labour License

PART-B

- 2.0 Tenderers should quote/upload their contractor margin only on basic rate under bidders response column as described in the specimen copy of un-priced price bid containing detail description of unskilled listed & unlisted workers minimum wages, GST, bonus and other benefits.(please go through the specimen copy of un-priced price bid). The contract margin so quoted by the bidders will remain firm for the entire contract period. Also if the contract will be extended there would be no change in the contractor margin irrespective of the revision of minimum wages of the workers.

PART-C

Party should give the acceptance for the participation in the e-reverse auction if BVFCL required to be conducted after scrutinizing the comparative statement of price bid by prior intimation through our service provider.

3.00 PROCEDURE FOR SUBMISSION OF TENDERS:**3.01 (TECHNICAL BID)**

All the scanned copy of tender documents (except the price bid) duly signed in each page by the tenderer shall be uploaded online.

The tenderers are required to upload scanned copy of Demand Draft / Bank pay challan (available on our website) or NSIC/MSME Certificate under "Single Point" registration scheme in lieu of EMD & TENDER PAPER COST.

IF the EMD is submitted in the form of DD that may please be drawn on any schedule bank in favour of Brahmaputra Valley Fertilizer Corporation Limited payable at Namrup.

"The EMD must reach the office of the Addl.Chief Engr. (Chem.) / HoD (Prod), BVFCL Namrup within 7 Days of online opening date of the technical Bid, without which the tender shall be liable to be rejected

Tenderers shall fill in the entire tender document and the same shall be uploaded. Only English shall be used as a medium of correspondence. In case of any Technical information of the NIT, the following may please be contacted.

Addl. Chief Engr. (Chem)/ Chief Engr. (Chem)/ HoD (Prod)
Brahmaputra Valley Fertilizer Corporation Limited, Namrup
P.O.: Parbatpur - 786623
Distt. Dibrugarh, ASSAM

3.02 **OPENING OF TENDERS: On line**

All the tenders received duly on closing date shall be opened online on the due opening date in presence of authorized representative of finance & executing dept.

Techno_ Commercial Bid: Containing the un-priced "TECHNO-COMMERCIAL BID" will be opened online on the SAME DAY.

Price Bid: Shall be opened online on a later date after completion of the scrutiny of the un- priced "TECHNO-COMMERCIAL BID" by the owner for which due notice shall be given through our service provider.

E-Reverse Auction: After scrutinizing the price bid e-reverse auction will be carried out if required with prior intimation to all the parties through our service provider.

TENDER EVALUATION CRITERIA

The evaluation of the Tender will be carried out as follows:

1. BVFCL officials may visit the bidders' office & their client's place to evaluate the capability and assess the performance.
 2. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience, etc.
 3. Online Price Bids will be opened or participation in Reverse auction, if adopted, will be allowed to only Techno-Commercially accepted bidders. After scrutinizing the comparative statement of price bid BVFCL can go for e-reverse auction if required by prior intimation through our service provider.
 4. The contractor shall be awarded the work on overall L-1 basis if otherwise not specified in the tender document.
 5. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on guidelines issued by BVFCL in this regard, shall prevail.
- 3.06 **VALIDITY:**
The tender shall be valid for 180 days from the date of opening after expiry of 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 180 days.
- 3.07 **BVFCL NOT TO ASSIGN ANY REASON FOR REJECTION OF TENDER:**
The acceptance of tenders will rest with BVFCL which does not bind itself to accept the lowest tender and reserves to itself the right (i) to reject any or all tenders (ii) to split up the work in part amount two or more contractors or (iii) to accept the work in part not in its entirety, if considered expedient without assigning any reason or giving any explanation thereof.
- 308 **BVFCL MAY DEMAND SUPPLEMENTARY INFORMATIONS:**
If BVFCL is not satisfied with the information supplied, tenderers may at the option of the BVFCL be requested to produce adequate evidence of his/ their having sufficient experience of identical or similar work and also of his financial capability to execute the job. If BVFCL demand any such information, the tenderers must be able to produce it within seven days, failing which the tender shall be rejected.

BVFCL – NAMRUP
CONTRACTOR’S OBLIGATIONS

TENDER ENQUIRY NO. CE (CHEM)/ A&U (N-III)/CC (2019-20)/909

DATE: 12.01.2019

CONTRACTUAL

Towards selection, control and supervision of employees

- 1) Contractor and/or his authorized representative will be solely entitled to instruct the workers, employed by him, about the manner of carrying out the work as per the prescribed specifications and quality plan.
- 2) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 3) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- 4) **Age of workers:** The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.
- 5) Contractor to ensure that the employees deployed in the premises of BVFCL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.
- 6) **Discipline:** The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BVFCL Namrup on account of indiscipline of contractor’s employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7) The contractor, on advice of authorized BVFCL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BVFCL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission of authorized BVFCL officials.
- 8) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BVFCL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 9) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 10) **Record Keeping:** Contractor to maintain appropriate records of his employees deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- 11) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BVFCL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.
- 12) Tools, tackles and materials : Contractor shall provide to his employees all tools, tackles, material, equipments as specified in contract and maintain the same to carry out the job under the contract at his risk and cost. BVFCL shall not have any liability for these tools, tackles, equipments or material.

B) Towards statutory liability

1. As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
2. Contractor shall indemnify BVFCL against all claims by statutory authorities and losses under various Labour Laws, including Employee's compensation under Employees' compensation Act, 1923, statutes or any civil or criminal law in connection with employees deployed by him.
3. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

C) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. The rates are to be as per price bid.

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.
NAMRUP**

(A Government Of India Undertaking)

P.O.: PARBATPUR; PIN- 786623

DIST: DIBRUGARH

(ASSAM)

Website: www.bvfcl.com

FAX: 91-0374-2500317

GENERAL DIRECTIONS & CONDITIONS OF CONTRACT

(PRODUCTION DEPARTMENT)

NOT TRANSFERABLE

TENDER DOCUMENT FOR

NAME OF WORK : (*SUPPLY OF UNSKILLED MANPOWER*)

(Miscellaneous plant jobs and general up-keep jobs of Nam-III group of plants.)

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(A Government of India Undertaking)
(PRODUCTION DEPARTMENT)
PO: PARBATPUR – 786623
DIST.: DIBRUGARH (ASSAM)**

**Website: www.bvfcl.com
FAX: 91-0374-2500317**

TENDER NOTICE NUMBER:

CE(Chem)/A&U (N-III)/CC (2019-20)/909 date : 12.01.2019

BOOK SERIAL NUMBER

TENDER DOCUMENT FOR

(UNSKILLED MANPOWER SUPPLY)

(Miscellaneous plant jobs and general up-keep jobs of Nam-III group of plants.)

COST OF TENDER PAPER: Rs. 500.00

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(PRODUCTION DEPARTMENT)**

From:

.....

.....

To,
The Chief Engineer (Chem.)
BVFC Limited, Namrup

SUB: SUBMISSION OF TENDER

I / we hereby tender for execution for the BVFCL of the work specified in the under written memorandum within the specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, General Directions and conditions of contract and in all other respects in accordance with such conditions and Special conditions so far as applied

MEMORANDUM

a) Name of work: *(SUPPLY OF UNSKILLED MANPOWER)*

(Miscellaneous plant jobs and general up-keep jobs of Nam-III group of plants.)

b) Earnest Money: Rs 1, 37, 586.00/-

**(One lakhs thirty seven thousand five hundred
and eighty six only) :**

**c) Security Deposit : Rs. 10% of the work order issued
(Rupees) only.**

d) Time allowed for the work from the date of work order :
One Year only & It may be extended for another one year on
Successful completion of the job.

e) Amount of liquidated damage: Max. 10% of contract value as stated in GDCC.

f) Validity of tender : 90 days from the opening of Tender.

Should this tender be accepted, I / we hereby agree to abide by and fulfill all the terms and provision of the conditions contains in the General Directions and Conditions of Contract and the special conditions and any other documents and papers as detailed in the tender documents which have been read by me / us as far as possible, for in default thereof to forfeit and pay to Company or their successors or assignees the sum of money mentioned in the said conditions.

The sum of Rs. (Rupees)

.....) only has been deposited with Finance Manager, Brahmaputra Valley Fertilizer Corporation Limited, Namrup as earnest money, the full value of which is absolutely forfeited to the Company or their successor or assignees without prejudice to any other rights or assignees, should I / we fail to commence the work specified in the above memorandum. The said company shall be at liberty to cancel the notice of acceptance of tender if I / we fail to deposit the security amount as aforesaid or to execute an agreement or start of work as stipulated in the tender documents.

I / we enclose herewith the evidence of my / our experience of execution of work of similar nature and magnitude carried out by me / us and also the income tax, Sales Tax clearance certificate etc.

Dated Day of 2019

Witness:

1. Name.....

Address

.....

.....

Occupation

Signature of the contractor
Before submission of Tender

Address:
.....
.....

Signature of witness to
Contractor's Signature

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(PRODUCTION 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 8.00 AM to 11.30AM and 1.30PM to 4.00PM. every day except on Sunday and Public Holidays on Saturdays the same may be seen between hours 8.00AM to 11.00AM.
2. Tenders which should always be placed in sealed covers, with the name of the work written on the envelope, will be received by Chief Engineer (Prodn.), Brahmaputra Valley Fertilizer Corporation Limited , Namrup up to 3.00 PM on and will be opened by him or his representative(s) in the office of **Chief Engineer (Prod.), BVFCL, Namrup** on the same day at 3.00 PM in presence of all tenderers who choose to be present.
3. Tender papers can be obtained from the office of **Chief Engineer (Prod.), BVFCL, Namrup, PO: Parbatpur, Dist.: Dibrugarh (Assam)** on payment of a sum of Rs. (non refundable) in cash or Demand Draft on State Bank Of India, Namrup Branch in favour of Finance Manager, BVFC Limited, Namrup. The Contractor / contractors should quote in figures as well as in words, the rates and amount tendered by him / them. Where there is a difference between the rate quoted in words and figures, the rates given in words shall prevail. The amount for each item should be worked out and requisite total given. When a contractor signs a tender in Indian language, the total amount of tendered should be also be written in the same language. In the case of a illiterate contractor, the rates or the amount tendered should be attested by a witness. Tenderers are requested to sign all the papers of tender in token of their read and accepted all the terms and conditions. No tender form will be accepted after the last date of selling of tender.
4. Earnest Money amounting to Rs. In cash or by Bank draft on the State Bank Of India at Namrup be deposited with BVFC Limited, Namrup, PO: Parbatpur, Dist.: Dibrugarh (Assam) or Bank guarantee from a Nationalised Bank and the receipt voucher obtained there from must accompany each tender and each tender to be must sealed cover super scribing the name of above work tendered for and addressed to the **Chief Engineer (Prod.), BVFC Limited, Namrup, PO: Parbatpur-786623, Dist.: Dibrugarh (Assam)**. No tender without earnest money will be considered. Cheque shall not be accepted as earnest money.
5. 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.
6. 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.
7. 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.

8. Canvassing in connection with tender is strictly prohibited and the tender submitted by the contractor who resorts to canvassing will be liable to rejection.
9. Tenderer will be required to produce an Income Tax clearance certificates from IT authorities concerned before acceptance of tender.
10. 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.
11. Service 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.
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 isDays / month 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. All corrections of the tender documents should be duly intimated by the tenderer, before submission of the same.
19. The tenders are to be uploaded on web site

Addl. Chief Engineer (Chem)/CE(Chem)/HoD(Prod)
 Brahmaputra Valley Fertilizer Corporation Limited
 Namrup, PO: Parbatpur – 786623
 Dist.: Dibrugarh (Assam)

Signature of contractor

Chief Engineer (Prod.)

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(PRODUCTION DEPARTMENT)**

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.
- 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 his authorized representative before the materials are allowed to be used in the work.
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.
7. 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.

8. **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).
9. **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.
10. 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.
11. 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.
12. 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.
13. The contractor shall erect site office and go-down at his own cost to satisfaction of **Engineer-In-Charge (E.I.C.)**.
14. 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.
15. **Jurisdiction:** The contractor shall be deemed to have be 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.
16. **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.

17. **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.
18. No compensation for any damage done by rain, traffic or any unfavorable working conditions during the execution of work, shall be made.
19. 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 explained in 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.

20. 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.
21. 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.
22. 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.
23. **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.

**Brahmaputra valley Fertilizer Corporation Limited
NAMRUP
(PRODUCTION DEPARTMENT)**

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.

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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 authorised 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.

Singular & plural – Words carrying singular number shall also include plural and vice versa, where context requires.

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.

Law governing the contract: The contract shall be governed by law for the time being in force in the Republic of India.

Services of notices of contract: The contractor shall furnish to the Plant In-charge, the name, designation and address of his authorised 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 authorised 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.

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.

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.

Work during Night – The contractor shall not carry out any work between sunset and sunrise without the previous written permission of the Engineer.

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).

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.

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) Demand Draft drawn 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.

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.

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.

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 authorised 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 authorising 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.

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.

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.

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 fulfil 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.

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.

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 7 (seven) 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.

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.

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, its may in his opinion (which shall be final) be necessary.

If the Engineer is satisfied that the work can not 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.

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.

'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.

"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.

BVFCL's lien on all monies 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.*

26. 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.

27. Rates for extra items: If the altered, additional or substituted work or any additional works required to be executed as result there of 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 can not be mutually agreed up on 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 there to 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.

28. 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 there of 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 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.

29. Action & compensation payable in case of bad 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 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.

30. **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.
31. **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.
32. **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.
33. **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.
34. **BVFCL 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.

35. **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.
36. **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.
37. **Action where no specification:** 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.
38. **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.
39. **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.
40. **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.
41. **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 cost.
42. **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 therein. 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.
43. **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.
44. **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
45. **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.
46. **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.

47. **Contractor to remove unsuitable employees** – The Contractor shall on instruction of the Engineer, immediately remove from the work any person employed there, one who many 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.
48. **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.
49. **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..
50. **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.
51. **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 programme of work, or
 - ix) fail to remove materials from the site or to 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 rescission 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 to 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 there of 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 and the said amount, but such amount shall exceed the sum which would have been payable to the contractor the contractor shall up on 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.

52. **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.

- 53. 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.

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 realized 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 of 2019

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.

XXXXXXXXXXXXXXXXX

List of Employees under the contract:
(If required extra sheet to be attached)

ANNIXURE-VI

[illegible]

SPECIMEN COPY OF PRICE BID (Un-priced)

Sealed & signed copy of un-priced price bid to be submitted

TENDER ENQUIRY NO. CE(Chem)/A&U(N-III)/CC(2019-20)/909

dated 12.01.2019

Total days= 366.

Total off days = 52

Total working days = 314

Sl. No	Name of the work: Engagement of manpower (unskilled) for miscellaneous Plant Jobs & general up-keep jobs and helping assistance jobs in Namrup-III group of plants for a period of one year.	BVFCL					Bidders Response		
		Basic+ DA (Min. wage) (Unit Rate)	Other benefits like Annual Leave, Holidays, LTC, and Social benefit, PF & Admin. Charges etc on min. wage	No. of manpower	No. of mandays	Total Amount	Contractor's Profit /man-day on Basic rate Rs. 373.00 i.e. on A	Total Contractor's Profit ()	Total
		A	B	C	D=CX314 days	E	F	G= D x F	H= E + G
1	For Unlisted unskilled worker	373	130.04	5	1570	789772.80			
2	For Listed Unskilled worker	373	150.48	37	11618	6081790.64			
3	Bonus @ of 8.33% on basic i.e. on A	**	**	**	**	409763.03			
4	GST@18% of total i.e. on H	**	**	**	**	1310638.76			
5	Grand Total					8591965.23			