

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED**  
**NAMRUP**

(A Govt. of India Undertaking)

CIN- "U24123AS2002GOI006786"

P.O. : Parbatpur ( 786 623 )

Dist. Dibrugarh, Assam

**ELECTRICAL DEPARTMENT**  
**NOTICE INVITING TENDER**

Tender Notice No. **A-II/Elect./NIT -12/2021/055**

**Date: 08-01-2021**

**Subject : Enquiry requesting Quotation.**

SL No	Name of work	Earnest Money (Rs.)	Completion Time	Tender Paper cost (Rs.)
1.	"Repairing of damaged 66KV/110V outdoor type oil immersed Potential Transformer bushings and insulators of Bay-II of 66KV Switchyard, 11KV/110V and 3.3KV/110V panel mounted draw-out type PT of A-II & CTSGP 11KV sub-station ." Estimated cost –Rs. 2,62,550.00 /- (including GST )	6564.00	90 days	118.00 (including 18% GST)

Sealed tenders are invited for the above work (Scope of work enclosed at Annexure I) through DTDC Courier within the last date of receipt of quotation indicated below (at Sl No 2). The job is to be carried out as per Terms & Conditions stipulated hereunder and in Annexure –A, I, I (A), II, III, III(A) & IV & GDCC enclosed herewith.

**1) Earnest Money Deposit and Tender Paper Cost: Rs. 6564.00** (Rupees Six thousand five hundred sixty four) only in the form of Demand Draft towards **EMD** and **Rs. 118.00** (Rupees One hundred eighteen) only in the form of Demand Draft towards **Tender Paper Cost** (non- refundable) from State Bank Of India/ United Commercial Bank/United Bank Of India, drawn in favour of BVFC Ltd, Payable at Namrup. Draft charges shall be borne by the party or **Tender paper cost may also be deposited in BVFCL Bank Account in SBI through Challan that can be downloaded through BVFCL website. One Challan copy must be submitted along with the tender documents.**

**2) Last Date of receipt of Quotation : ~~28-01-2021~~ 22-02-2021 up to 3.00 pm**

**3) Validity of offer : 120 days**

**4) Scheduled date of opening of techno-Commercial Bid : ~~28-01-2021~~ 22-02-2021 at 3:30pm.**

**5) For the subject job, we request you to tender your quotation in single bid system along with the following documents:**

a) Earnest money deposit and Tender paper Cost.

**b) Work Order Copies of similar works carried out by the contractor in Fertilizers/Refineries/ Petrochemicals/ continuous process plants (preferably PSU) along with Job Completion Certificate issued by the customer showing experience of having successfully completed similar works during last 7 years**

ending last day of month previous to one in which applications are invited either of the following:

i ) Three similar completed works costing not less than the amount equal to each 40% of the estimated cost.

Or

ii) Two similar completed works costing not less than the amount equal to each 50 % of the estimated cost.

Or

iii) One similar completed works costing not less than the amount equal to 80 % of the estimated cost.

**c) Enquiry requesting quotation along with enclosures [Annexure –A, I, I (A), II, III, III(A),IV & GDCC] duly signed on each page by the Contractor under official seal as a token of acceptance.**

**d) Deviations, if any, to our terms & conditions (to be submitted on letter head of the contractor duly signed on each page).**

**Contd.**

**e) Contractor will have to furnish self certified photocopies of the following documents:**

- i) Copy of PAN /TAN Certificate issued by the concerned IT authority.
- ii) Copy of GST Registration certificate etc.
- iii) A declaration in the form of affidavit / declaration that he / she is not a partner / proprietor of any other firm / company participating in this tender of BVFCL.

**Exemption from EMD and Tender Paper Cost:**

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

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

**6) The price Bid shall contain:**

**Detailed break-up of price as per the format in Annexure- A showing applicable GST element clearly along with terms and conditions shall be furnished. The Price Bid shall contain the signature of the bidder with address, seal and date.**

The Challan receipt against EMD and Tender paper cost shall be put in one sealed envelope subscribed . The bid shall be put in another sealed envelope subscribed and both envelopes will be put in a third envelope properly subscribed. ENVELOPES super scribing the name of the Bid on the top of the envelope.

Quotation shall be received in the office of the Chief Engineer (Elect.), BVFCL, Namrup, PO: Parbatpur, Dist: Dibrugarh, Assam (INDIA), Pin: 786623, on all working days during normal working hours. **Quotation may be sent through DTDC courier who delivers posts at Namrup.**

The Bid will be opened on due date and time in the chamber of the Chief Engineer (Elect), BVFCL, Namrup, Post Office: Parbatpur, Dist: Dibrugarh, Assam (INDIA), Pin: 786623, in the presence of the tenderer or their accredited representatives, who wish to be present.

Note: 1) BVFCL, Namrup, shall in no way be responsible for any postal delay.

2) If the last date of receipt of quotation, scheduled date of opening of Techno-Commercial Bid happen to fall on Strike day/ Holiday at Namrup, then the next working day will be counted.

3) BVFCL, Namrup reserves the right to cancel any or all quotations received, without assigning any reason thereof.

\*\* The Tenderers shall visit the Site and consult our Site Engineer and then submit the quotations after detailed assessment of the work, if necessitated.

\*\* The tenderer shall abide by all the statutory obligations under various statutory acts and rules made there.

Under any Circumstances, BVFCL shall not be liable or held responsible in any manner whatsoever, for default or omission on the part of the contractor(s) for non-compliance of the aforesaid Acts, any other laws applicable to contractors and/or their Establishment and the workmen engaged by them.

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

Uttam Khan  
PE (E), Amm-II & U-II

Copy to : DGM (MM & Elect.)

Ex.DGM (Maint.)

Ex.CE(E)

A.C.E (Elect)

DFM : For kind information pls.

Sr.VO : For kind information pls.

**Annexure –A**  
**Schedule of quantities**

**Name of the work:** "Repairing of damaged 66KV/110V outdoor type oil immersed Potential Transformer bushings and insulators of Bay-II of 66KV Switchyard, 11KV/110V and 3.3KV/110V panel mounted draw-out type PT of A-II & CTSGP 11KV sub-station."

**NIT No. :** A- II /Elect./NIT-12/2021/055

**Date:** 08-01-2021

**FORMAT FOR PRICE BID**

SL No	Job description	Qty	Rate(Rs.)		Amount (Rs.)
			In Figure	In words	
1.	Supply/Repairing of Damaged 66 kV/110V outdoor Type oil immersed Potential Transformer bushing and insulator: Rating : 66KV/110V, Qty -02 Nos., Line Voltage – 66KV, VA per phase-200-300, Phase -1 Cycle : 50 Hz, class- B, Make -HEL ,Bhopal	02 Nos.			
2.	Repairing/rewinding of draw out type 3.3KV /110V rating resin cast Potential Transformer : Ratings : 3.3KV /110V, Type : Draw Out, Qty : 01 No., Make : Reyrolle Burn, 3 Phase, 3 Limb, Ratio:3300/110V, Freq-50 Hz, VA per phase: 100, Class: B, Class of accuracy: 1.0 IS : 3156-1992, V.F: 1.2 Cont. & 1.5 for 30 Seconds HSV : 3.6 kv, BIL : 3.6/10/40 KVp, I.L : 11/27 KV, i) Complete repairing of inner core with moulding. ii) Replacement of 3 Nos. bushing. iii) Supply of 6 Nos. (10A) primary PT fuse. iv) Supply of 03 Nos. Secondary PT fuse v) Painting etc.	02 Nos.			
3.	Repairing/rewinding of draw out type 11KV /110V rating resin cast Potential Transformer : Ratings : 11KV /110V, Type : Draw Out, Qty : 01 No. Make : Reyrolle Burn, 3 Phase, 3 Limb, Ratio: 11000/110V, Freq-50 Hz, VA per phase: 100, Class: B, Class of accuracy: 1.0, IS : 3156-1992 V.F: 1.2 Cont. & 1.5 for 30 Seconds, HSV : 12 kV BIL : 12/28/75 KVp, I.L : 11/27 KV, i) Complete repairing of inner core with moulding. ii) Replacement of 3 Nos. bushing. iii) Supply of 6 Nos. (10A) primary PT fuse. iv) Supply of 03 Nos. Secondary PT fuse v) Painting etc.	01 No.			
4.	<b>Sub Total</b>				
5.	<b>GST @ 18%</b>				
6.	<b>Grand Total</b>				

(Rupees

) only

Signature of the bidder  
With Seal

Name and address:-.....

.....

.....

Date:.....

Place:.....

## Annexure –I

### SCOPE OF WORK

#### **Your scope of work:**

1. Repairing of Damaged 66 kV/110V outdoor Type oil immersed Potential Transformer bushings and insulators:  
Rating :- Qty -02 Nos., Line Voltage – 66KV, VA per phase-200-300 , Phase -1, Cycle 50 Hz, class- B , Make –HEL, Bhopal
  - i) Repairing of Bushings (HT & LT) and Insulators of 38100 V/63.5 V single phase PT. The job includes replacement of all gaskets along with silica gel breather with pot.
  - ii) Complete assembling after repairing and painting of complete PT.
  - iii) Installation, commissioning and testing.
2. Repairing/rewinding of draw out type 3.3KV /110V rating resin cast Potential Transformer : Ratings : 3.3KV /110V, Type : Draw Out, Qty : 02 Nos., Make : Reyrolle Burn, 3 Phase, 3 Limb, Ratio:3300/110V, Freq-50 Hz, VA per phase: 100, Class: B, Class of accuracy: 1.0, IS : 3156-1992, V.F: 1.2 Cont. & 1.5 for 30 Seconds, HSV : 3.6 kv, BIL : 3.6/10/40 KVp, I.L : 11/27 KV,
  - i) Complete repairing of inner core with moulding.
  - ii) Replacement of 3 Nos. bushing.
  - iii) Supply of 6 Nos. (10A) primary PT fuse.
  - iv) Supply of 03 Nos. Secondary PT fuse
  - v) Painting etc.
  - vi) Installation, commissioning and testing
3. Repairing/rewinding of draw out type 11KV /110V rating resin cast Potential Transformer : Ratings : 11KV /110V, Type : Draw Out, Qty : 01 No., Make : Reyrolle Burn, 3 Phase, 3 Limb, Ratio: 11000/110V, Freq-50 Hz, VA per phase: 100, Class: B, Class of accuracy: 1.0, IS : 3156-1992, V.F: 1.2 Cont. & 1.5 for 30 Seconds, HSV : 12 kv, BIL : 12/28/75 KVp, I.L : 11/27 KV,
  - i) Complete repairing of inner core with moulding.
  - ii) Replacement of 3 Nos. bushing.
  - iii) Supply of 6 Nos. (10A) primary PT fuse.
  - iv) Supply of 03 Nos. Secondary PT fuse
  - v) Painting etc.
  - vi) Installation, commissioning and testing
4. Arrangement of any other item not specifically mentioned here in above or not mentioned anywhere else, but required to complete the entire repair work, shall be included in contractor's scope.
5. The equipments after complete repairing shall be guaranteed for satisfactory performance for a period of one year from the date of successful commissioning of the repaired equipments and in case any problem is found during this period, party shall depute their service personnel to rectify the same without any extra charges. During guarantee period if any equipments required to shift in to the party's works prior to any post repair, then to and fro charges from BVFCL, Namrup to party's works will be in the scope of the party.
6. Test of the repaired equipments shall be carried out in Govt. approved testing house and supply shall accompany the test certificates.
7. Transportation & Insurance: BVFCL shall arrange to & fro transportation and transit insurance of the damaged PTs, Bushings and Insulators. However, careful handling at the party's works shall be tenderer's responsibility.
8. The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope of work, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.

Uttam Khan  
PE (Elect.) , Amm-II& U-II

**B.V.F.C.L'S OBLIGATIONS**

- i) BVFCL Guest house Lodging and Fooding Facility for the Service Provider shall be provided on chargeable basis.**
- ii) Temporary gate pass facilities for Contractor's engineer will be extended on application in standard format as prescribed.**
- iii) Safety work Permit for carrying out job shall be made available.**
- iv) Medical facilities to the extent possible shall be extended on chargeable basis at the rate as applicable to outside party.**
- v) BVFCL shall arrange to & fro transportation and transit insurance of the damaged PTs, Bushings and Insulators. However, careful handling at the party's works shall be tenderer's responsibility.**
- vi) During guarantee period if any materials/equipments required to shift in to the party's works prior to any post repair, then to and fro charges from BVFCL, Namrup to party's works and vice versa will be in the scope of the party.**
- vii) The equipments after complete repairing shall be guaranteed for satisfactory performance for a period of one year from the date of successful commissioning of the repaired equipments.**

**Uttam Khan  
PE (Elect.) , Amm-II& U-II**

**Annexure-II**  
**ELECTRICAL DEPARTMENT.**  
**TENDER FORM**

Sl. No. : \_\_\_\_\_

Date of Issue: \_\_\_\_\_

Tender No. \_\_\_\_\_

Dated: \_\_\_\_\_

Last date of submission: \_\_\_\_\_ at \_\_\_\_\_ P.M.

Name of Work : \_\_\_\_\_  
\_\_\_\_\_

Issued to (name and address of the party):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No. of Tender document issued: \_\_\_\_\_

Signature of issuing Officer

**TO BE FILLED IN BY THE TENDERER**

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

**MEMORANDUM**

1. General description of the work :
2. Earnest Money : \_\_\_\_\_
3. Security Deposit : 3 % of the total value of the work(including earnest money)
4. Time allotted for the work : \_\_\_\_\_ Days/Months
5. Should the tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provisions and conditions in NIT,GDCC and the special conditions which have been read and understood by me/us so far as applicable or in default thereof to forfeit and pay to the Corporation or their successors or assignees, the sums of money mentioned in the said conditions.
6. The sum of Rs. \_\_\_\_\_ has been deposited vide \_\_\_\_\_ dated \_\_\_\_\_ with the finance manager in favour of BVFC Ltd. As earnest money, the full value of which to be absolutely forfeited to the BVFC Ltd. Or their successors or assignees are without prejudice to any other rights or remedies of the said corporation or their successors or assignees should I/We fail to commence the work specified in the above memorandum.

**Enclosures:**

1. Tender paper cost deposit Challan as applicable.
2. Detailed schedule of work duly filled in and signed (Annexure –A )
3. Special terms and conditioned duly read and signed (annexure- IV)
4. Reference to similar works performed earlier
5. Photocopy of the PAN /TAN card in own name.
6. Photo copy fulfilling the conditions like GST .
7. Declaration in the form of affidavit / declaration that he /she is not proprietor of any other Firm /company participating in this tender.
8. G.D.C.C duly read and signed on every page.

Dated: \_\_\_\_\_

Signature of the Contractor  
Address: \_\_\_\_\_

Witness: 1. \_\_\_\_\_

2. \_\_\_\_\_

Signature 1. \_\_\_\_\_

2. \_\_\_\_\_

Address of  
Witness.

TERMS AND CONDITIONS.**1.00 GUARANTEE & SECURITY DEPOSIT**

The contractor shall give work performance guarantee for a period of 12(twelve) months from the date of successful commissioning of the repaired equipments. The security deposit (3% of the work order value including GST) shall be retained by BVFCL, Namrup, till the guarantee period is over. Any post repair defect arising out for reasons to poor Workmanship shall be attended to and rectified by the contractor, free of cost. In this case if the damaged equipments are required to be shifted to the contractor's workshop for attending post repair defects the necessary to and fro transportation cost of the supply materials shall be borne by the contractor.

**2.00 COMPLETION TIME**

Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within **03 (three) months** including Sundays and holidays, from the date of receipt of the damaged equipments at party's works. In case of delay in completion, unless extension of completion time is granted by us an application of the Tenderer, we may at our option recover liquidated damage from the party at a sum equal to 0.5% per week or part there of the work order value subject to a maximum of 5% of work order value.

**3.00 Transportation & Insurance:**

BVFCL shall arrange to & fro transportation along with transit insurance of the damaged PTs, Bushings and insulators. However, careful handling at the party's works shall be tenderer's responsibility.

**3.00 PAYMENT TERMS**

3.01 Payment shall be made after successful completion of the job against submission of Bills/Invoices in triplicate duly certified by BVFCL Engineer-in-charge, as per detail given below:

- i) 97 % of the contact value : On successful commissioning of the PT's, after completion of entire scope of work.
- ii) Balance 3 % of the contract Value: Shall be retained by BVFCL, Namrup, as Security Deposit for a period of 12 (twelve) months from the date of successful commissioning of the repaired equipments unless a Bank Guarantee of Equivalent amount from any scheduled Bank is furnished by the contractor in lieu of Security Deposit. Security Deposit, however, will not earn any interest.  
Bill will be released within 30 days after submission of Final Bill duly certified by the executing department. Any clarification from you on the bill submitted by you should be sought within 15 days; similarly you should be required to submit the clarification within that time .Any taxes if applicable shall be deducted from bill as per prevailing rates by the Finance department.

All taxes and duties as attracted during execution of the work shall be deducted from the bill as per rule of the corporation.

**4.00 AGREEMENT**

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

**5.00 ARBITRATION**

In all cases of disputes, the decision of this company shall be final. Failing this the matter will be referred to the arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 and amendment thereof.

**PROFORMA FOR BANK GUARANTEE**

(To be used by approved schedule Bank)

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.

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 or 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. ....

We.....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BVFCL under or by virtue of the said Agreement have been realised or BVFCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.

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.

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 ..... 2021

For ..... Bank.



**BVFC LTD, NAMRUP  
TERMS & CONDITIONS  
OF  
NOTICE INVITING TENDER**

**1.00 INSTRUCTION FOR TENDERERS**

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

**2.00 SPECIAL TERMS & CONDITIONS**

- 2.01 The contractors have to abide by all the terms and conditions mentioned in G.D.C.C in respect of carrying out the job, payments, settlement of disputes etc. The tender should be carefully read and to be understood the clauses of G.D.C.C before filing up the tender documents.
- 2.02 The contractor should visit the site and acquaint himself with the site conditions etc. before submitting the tender.
- 2.03 All works are to be done under the strict supervision of the contractor to the entire satisfaction of the Engineer – in – charge / site in charge.

**3.00 EARNEST MONEY AND TENDER PAPER COST**

- 3.01 The tenderers should not deposit any earnest money. The tenderers shall deposit only the tender paper cost in mode of Challan receipt, in favour of BVFC LTD., Namrup, for the work in accordance with the provisions of Clause 11 of the G.D.C.C enclosed herewith. The tender(s) without tender paper cost shall be rejected.

**4.00 CONTRACT LABOUR ACTS ETC.**

- 4.01 The Tenderers must be a licensed contractor under Contract Labour (Regulation and Abolition) act.1970 or they should produce a certificate from Labour department to the effect that they are not covered by the Contract Labour Act.
- 4.02 The tenderer 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 applicable to the tenderer and that in case the tenderer fail to do so, this Corporation shall have the right to deduct from Tenderer's bill, the expenses which are to be incurred in connection with any claim from any party including the labour engaged by the tenderer
- 4.03 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.

- 4.04 The contractor shall make the payments of wages regularly to the labourers engaged by him in presence of a authorized representative appointed by BVFC Ltd. as per contract Labour Act.1970 and the minimum wages should be paid according to the circulars / directives issued by Central / State Govt. from time to time.

#### **5.00 COMPENSATION**

- 5.01 The contractor shall have to make an ex–gratia payment of Rs. 1000/- (Rupees one thousand) only to the dependants of labourer in the event of the labour's death occurring while on duty. This payment will be made by the BVFC Ltd. Immediately and will be recovered from the bills of contractor.

#### **6.00 TOOLS & ACCOMODATION**

- 6.01 The contractor shall make his own arrangements for providing accommodation, tools tackles etc. for his staff. Such facilities will not be provided by BVFCL.

#### **7.00 SAFETY MEASURES**

- 7.01 The contractor have to provide all necessary safety tools / equipments / accessories to his staff working at site as required under safety regulation of the factory.
- 7.02 Injuries or accidents to the contractor labour shall be taken care by contractor at his own cost and risk and shall comply with all Safety Rules and health regulations.
- 7.03 The contractor has to obtain safety permit from competent authority for working in hazardous conditions and all safety rules should be followed strictly.

#### **8.00 MEDICAL FACILITIES**

- 8.01 No medical facilities will be provided free of cost except First Aid to the contractor's labourers.

#### **9.00 FORCE MAJURE**

9.01 Neither contractor nor corporation shall be considered in default in performance of its obligation hereunder if such performance is prevented or delayed because of war, hostilities revolution, flood, earthquake proclamation regulation, or ordinance of any Govt. or any sub division there or because of any Act of God or any other cause beyond the reasonable control of the party affected.

9.02 Should one or both parties be prevented from fulfilling contractual obligation by a state of force majeure lasting continuously for a period of six months, the two parties shall mutually decide the future course of action regarding the continuance of work as per contract.

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

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

10.2 Both parties shall continue to fulfill their respective obligations under this CONTRACT during the arbitration proceedings.

10.3 The venue of arbitration shall be New Delhi, India

**11.00 LAW GOVERNING THE CONTRACT**

11.1 The contract shall be governed by the Indian Laws for the time being in force.

**12.00 SPECIAL CONDITIONS RELATED TO THE WORK (AS MENTIONED BELOW AND / OR ENCLOSED SHEET.**

**13.00 DECLARATION OF TENDERER**

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

**Signature of the Tenderer**