

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
TENDER FORM NOT TRANSFERABLE

Tender No. _____

Last date of submission _____ at _____ p.m.

Name of work _____

Name & Address of the Party

TO BE FILLED IN BY THE TENDERER

I / We hereby tender for the execution for the B.V.F.C. Ltd. Namrup, of the work scheduled in underwritten memorandum within the time specified in such memorandum and at the rates specified therein and in all respect in accordance with the specifications, designs, drawings and instructions referred to in the N.I.T. conditions 'THE GENERAL DIRECTIONS AND CONDITIONS' of contract and in all other respects in accordance with such conditions and special conditions so far applicable.

MEMORANDUM

1. General Description of the work :-
 Earnest money Rs. _____
2. Security deposit 10% of the total value of the work (including earnest money).
3. Time allowed for work _____ days / months.
4. Should this tender be accepted, I / we hereby agree to abide by and fulfill all the terms and provisions and conditions contained in NIT. G.D.C.C. 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.
5. The sum of Rs. _____ has been deposited vide _____
 Dated _____ with the Finance Manager in favour of B.V.F.C. Ltd., as earnest money, the full value of which to be absolutely forfeited to the B.V.F.C. Ltd., or their successors or assignees without prejudice to any other rights or remedies of the said Corporation or their successors or assignees should I / we fail to commence the work specified in the above memorandum.

ENCLOSURES:

1. Earnest money deposit receipt / Bank draft / deposit at Call receipt.
2. Detailed schedule of work duly filled in and signed (Annexure III).
3. Special terms and conditions duly read and signed (Annexure IV).
4. Reference to similar works performed earlier (Annexure V).
5. G. D. C. C. duly read and signed on every page.

Dated : _____

 Signature of the Contractor

Address _____

Witness i)
 Signature 1) _____
 & Address
 of witness _____

ii)
 2) _____

**BVFC LTD, NAMRUP
SPECIAL 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 dropped in the tender boxes kept in the respective office or be posted by Registered post so as reach 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 understand 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

- 3.01 The tenderer shall deposit the Earnest money 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 earnest money shall be rejected.

4.00 CONTRACT LABOUR ACTS ETC.

- 4.01 The tenderer 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 Disputes 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 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.

Contd.....2

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. 500/- (Rupees five hundred) 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 fro 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 STANDARD MATERIALS TO BE USED

9.01 All the materials to be used in the execution of work shall be unless otherwise specified, of standard make and shall strictly comply with current appropriate Indian Standard Specifications or of such specifications as required. The contractor shall produce the sample of each article and obtain prior approval of the Engineer – in – charge in writing.

9.02 Following material may be supplied by BVFC Ltd. On chargeable basis.

MATERIAL	QUANTITY	RATE (Rs.)
1		
2		
3		

10.00 FORCE MAJURE

10.01 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.

10.02 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.

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11.00 ARBITRATION

- 11.01 Except where otherwise provided for in the contract all question and disputes relating to the meaning of the specifications, designs, drawing 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, or 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 Brahmaputra Valley Fertilizer Corporation Limited 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 of the arbitrator so appointed is an employee of BVFC Ltd Namrup and he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act any reason, such Managing Director / Chief Engineer / General manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance white in terms of contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such 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/- Rupees fifty thousand) and above the arbitrator shall give reasons for the award.
- 11.02 Subject to aforesaid provision of the arbitrator 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 arbitrator processing under this clause.
- 11.03 It is a 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 in respect of each such dispute.
- 11.04 The arbitration (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- 11.05 The work under the contract shall, if reasonably possible to continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- 11.06 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 the first hearing.
- 11.07 The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 11.08 The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
- 11.09 The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

12.00 LAW GOVERNING THE CONTRACT

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

**13.00 SPECIALCONDITIONS RELATED TO THE WORK (AS MENTIONED BELOW
AND / OR ENCLOSED SHEET**

- i) While filling their bid, party may visit the site and consult with our Engineer – In – Charge, so that contractors are acknowledged with the job, to be quoted for.
- ii) Party should give an undertaking, that he has no relation with the other parties.
- iii) The work stipulated in the NIT may vary. The quantity may increase or decrease, depending upon the site condition.
- iv) In the event of starting of work, contractor must be fulfill the instructions of the Engineer – In – Charge at site.
- vi) After starting of the job, no compromise will be made, in connections with the wrong work.

14.00 In all cases of disputes, the decision of corporation shall be final, failing which the matter will be referred to arbitration under the ICADR Arbitration rules, 1996

14.00 DECLARATION OF TENDERER

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

Signature of the Tenderer

A) SCOPE OF WORK:-

Scope of work – as per Annexure-III enclosed

B) TAXES & DUTIES ETC :-

Income Tax and other Tax (If applicable) as per rules shall be deducted.

Signature of the Tenderer

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

**NAMRUP
ELECTRICAL**

**P.O.PARBATPUR, DIST. DIBRUGARH.
(ASSAM)**

General Direction & Conditions of Contract.

I N D E X

1. Definitions and Interpretations.
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12. Tenderers to Study Tender Documents carefully.
13. Contractor to Provide Facilities to other Contractors.
14. Tender by other than Individuals.
15. Tenderers to quote both in Figures and Words.
16. Declarations of tenderers' Relation with BVFCL Employees.
17. BVFCL not to assign any Reason for Rejection of Tender.
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19. Tenderers Bound by his Quotations.
20. Contractor to execute Agreement.
21. Compensation for Non Commencement or delay in completion of the work.
22. Extension of Time.
23. Final Certificate.
24. On Account Payment.
25. "On Account" Payments not Prejudicial to final Settlement.
26. Payment to Contractor's Bank, if so desired.
27. Payment of Lump sums in Estimate.
28. BVFCL's Lien on all Money Due.
29. Stores supplied by BVFCL.
30. Return of BVFCL's Surplus Materials to BVFCL.
31. Consumption of Materials- Basis of Calculation.
32. Works to be executed in Accordance with Specifications, Drawings and Orders etc.
33. Alteration in Specifications and Designs do not Invalidate Contracts.
34. Rates for extra Items.
35. No Compensation for Alterations or Restrictions of work to be carried out.
36. Action and Compensation Payable in case of Bad Work.
37. Work to be Open to Inspection.
38. Notice to be given Before Work is covered up.
39. Contractor Liable for Damage done and for Imperfections for 3 Months after certificates.
40. Contractor to supply all Plants, Ladders Scaffolding etc.
41. Provision of Workmen's Compensation Act.
42. BVFCL not responsible for Contractor's Employees.
43. Contractor's Responsibility for the Manner of execution of Work.
44. Sums Payable by way of Compensation without Reference to Actual Loss.
45. Action Where No Specifications.
46. Contractor's Percentage whether applied to Net or Gross Amount of Bills.
47. Materials Obtained From Dismantlement and Excavation etc.
48. Cleanliness of Site.
49. Inconvenience to the Public.
50. Contractor to pay for water required for Work.
51. Delay in Supplying Materials.

52. Employment of Certified Plumbers.
53. Employment of Licensed Electrical Foreman.
54. Cleaning, filling and leveling of site.
55. Contractor to Comply with all Laws etc.
56. Contractor to Make and Maintain Approaches etc.
57. Contractor to Submit Programme of Construction.
58. Contractor to be Liable for all Taxes etc.
59. Assignment or sub – letting of Contract.
60. Contractor to Remove Unsuitable Employees.
61. Handing over of Works.
62. Maintenance of Works.
63. Repayment of Security Deposits.
64. Income Tax Clearance Certificates.
65. Set – Off.
66. Determination of Contract Owing to Default of Contractor.
67. Matters Finally Determined by BVFCL.
68. Settlement of Disputes.
69. Introduction of National apprenticeship Scheme For Employees of Contractors Engaged in the Construction Wing.
70. Appointment of Qualified Engineers by Contractors.
71. Special Conditions related To The Work (as Mentioned Below)

1. Definitions & Interpretations:

In this General Direction and Conditions of Contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- a. “BVFCL” shall mean the Brahmaputra Valley Fertilizer Corporation Ltd. or its Administrative Officers, authorized to deal with any matters with which these presents are concerned on its behalf.
- b. “General Manager” shall mean the officer in administrative charge of the whole of Namrup project of BVFCL.
- c. “Engineer” shall mean the executive engineer in executive 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 in direct charge of the work and shall include any engineering assistant or Overseer appointed by BVFCL.
- e. “Contractor” shall mean the person, firm or company who enter into contract with BVFCL and shall include their executors, administrators, and successors and permitted assigns.
- f. “Contract” shall mean and include the agreement and work order, the accepted schedule of rates of BVFCL modified by the tender percentage for items of works qualified, or not qualified the general conditions of contract, the special conditions of contract, if any, the drawings, the specification, the special specification, if any, and tender forms, if any.
- g. **“Works” shall mean the works to be executed in accordance with the contract.**
- h. “Specifications” shall mean the specification for materials and works issued under the authority of engineer or as amplified, added, or specified by special specifications, if any.
- i. “Drawings” shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modification of drawings and further drawings as may be issued by the Engineer from 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 placed provided by BVFCL for the purpose of contract.
- k. “Period of maintenance” shall mean the specified period of maintenance from date of completion of the works as certified by the Engineer.
- l. “Government” means and includes the Central Government as well as State Governments.

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

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3. **Headings** – The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be the part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
4. **Law Governing the Contract** – The contract shall be governed by the law for the time being in force in the Republic of India.
5. **Service of Notices of Contract** – The contractor shall furnish to the Engineer, the name, designation, and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his agent or left at or posted to the address so given and shall be deemed to have been so 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 case of contract by the partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
6. **Occupation and use of land** – No land belonging to or in the possession of BVFCL shall be occupied by the Contractor without the permission of BVFCL. The contractor shall not use, or allow to be used, the site for purpose other than that of executing the works.
7. **Commencement of Works** – The contractor shall commence the works within 7 (seven) of the receipt by him of an order, in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
8. **Work during Night** – The contractor shall not carry out any work between sun – set and sun – rise without the previous written permission of the Engineer.
9. **Tender Documents available for Inspection** – Tender Documents consisting of the designs, drawings, schedule of quantities and rates of the various items along with their description and complete specifications and the set of “General Directions and condition of Contract” or any other document required in connection with the work, signed for the purpose of identification by the Engineer shall be open for inspection by the tenderers at the Office of the Engineer during office hours on all days (except Sunday and Holidays).
10. **Incomplete Tender Papers** – If a tender issued to an intending tenderer is incomplete, he shall request the office of Engineer to complete the same before he delivers his tender.
11. **Earnest money and Security Deposit** – the tenderer should deposit Earnest Money in one of the following forms with the Finance Manager, The Brahmaputra Valley Fertilizer Corporation Ltd., Namrup, P. O. Parbatpur, Pin – 786623 and attach receipt thereof with the tender. On acceptance of the tender by BVFCL, the Earnest Money deposited by the contractor with his tender will be retained by the BVFCL as part of the security for the due and faithful 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 either in cash or in the form of Government Securities, Bank Guarantee or it may be recovered by percentage deduction from the Contractor “On account” bills.
The Earnest Money shall be deposited by the tenderer in any of the following forms:-
 - 1.0 Cash.
 - 2.0 Demand draft drawn on the State Bank of India, Namrup in favour of the Brahmaputra Valley Fertilizer Corporation Limited.
 - 3.0 Deposit at call Receipt of any scheduled Bank.
 - 4.0 Bank Guarantee provided the Bank pledges to pay the amount to us on demand as per Performa at Annex ‘A’.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 or the amounts payable to the contractor under the contract.
12. **Tenderers 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 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 labor and the execution of the contract generally. No claim on ground of want of knowledge in such respects will be entertained.

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- 13. Contractor to Provide Facilities To Other Contractors** – 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 contractors shall be required to be properly co – ordinate and all contractors shall strictly follow the instructions and directions of the Engineer. The building contractor shall also permit, free of charge, the use of his ladders and ordinary scaffolding (as may be available in position) to the plumbing, sanitary and electrical contractors. The building contractor shall however, not be required to make any special scaffolding for them.
- 14. Tender 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 persons or a person duly authorized by him by means of legally valid document (or a duly certified copy of the same) which shall be attached with the tender. For illustration, in the event of a tender being submitted by a Partnership Firm, it must be signed separately by each partner, or in the event of the absence of any Partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so such power of attorney to produce with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- 15. Tenderer To Quote Both In Figures And 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 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 tenderer.
- 16. Declaration of Tenderers Relation with BVFCL Employees** – Should a tenderer or a contractor or a share holder (in the case of a firm or company of contractors), have a relation employed in the capacity of Assistant Engineer and above in B.V.F.C.L. the tenderer, shall inform B.V.F.C.L. of such fact at the time of submission of the tender, failing which B.V.F.C.L. may in its sole discretion, reject the tender or rescind the contract in accordance with provisions of Clause 66.
- 17. B.V.F.C.L. Not to Assign any Reason For Rejection of Tender** – The acceptance of tender will rest with B.V.F.C.L. which does not bind itself to accept the lowest tender and reserves to itself the right (i) to reject any or all tenders or (ii) to split up the work in part amongst two or more contractors or (iii) to accept the work in part and not in its entirety, if considered expedient, without assigning any reason or giving any explanation thereof.
- 18. Tenders Liable to Rejections** – The followings tenders will be liable to summary rejection:-
- i) Tenders submitted by tenderer who resort to canvassing.
 - ii) Tenders which do not fulfill all or any of the conditions laid down in the tender documents or are incomplete in any respect.
 - iii) Tenders which contain uncalled for remarks or any alternative / additional conditions.
- 19. Tenderers bound by his Quotation** – The rates quoted in the tender are to hold good for 2 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 2 months. If a tenderer withdraws or revokes his tender or revises the tendered rates of any items within the aforesaid period of 2 months, his Earnest Money will be forfeited.
- 20. Contractor to Execute Agreement** – The contractor's responsibility under this contract will commence from the date of issue of the letter accepting the tender. The tender Documents and Letter of Acceptance shall constitute the contract.
- The successful tenderer shall be required to execute an agreement with The Brahmaputra Valley Fertilizer Corporation Ltd., within 7 (seven) days of receipt by him of the Letter of Acceptance for carrying out the works according to the General Directions and Conditions of contract and specifications of works and materials 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 document exchanged between the tenderer and BVFCL shall form part of the contract.

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21. Compensation for Non – commencement or Delay in Completion of the Work – Time shall be regarded as essence of Contract and the failure or the part of the contractor to complete the contract on the dates stipulated in the tender and the work orders for completion of the respective works 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 a maximum of ten percent) of the contract value of the work for each week or part of the week for which the contractor is default.

The Engineer may however, at his discretion, allow the contractor such extension of time as he may decide (whose decision in writing shall be final and binding). The work shall within the stipulated period of the contract, be proceeded with by the contractor with due diligence to ensure good progress during the execution of the work.

22. Extension of Time – If the contractor shall desire an extension of time for completion of the work on the ground, of his having been 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, authorize such extension of time, as may, in his opinion (which shall be final), be necessary.

If the Engineer is satisfied that the work cannot be completed by the contractor (or in the event of failure on the part of the contractor to complete the works) within the extended time allowed as aforesaid, the Engineer shall be entitled, without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit under clause 66 whether or not actual damage is caused by such default.

23. Final Certificate – On the completion of the work, the Contractor shall be furnished with a certificate by the Engineer of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials and rubbish, and clean off the dirt from all woodwork, doors, windows, walls, floors or other parts of any building, in, upon 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 been measured by the Engineer, whose measurements shall be binding upon and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off of dirt on or before the date fixed for the completion of the work, Engineer may, at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same, as he thinks fit, and clean off such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

24. “On Account” Payment – The contractor shall be entitled to be paid monthly by way of “On Account” payments only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer or the Engineer's Representatives certificate of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to a retention of ten percent by way of Security Deposit determined in terms of Clause 11, provided always that the Engineer may, be any certificate, make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

25. “On Account Payment” Not Prejudicial To Final Settlement – “On Account” payment made to the Contractor shall be without prejudice to the final making up of the accounts and shall in no respect be considered or used as evidence of any facts stated in or to infer from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

26. Payment to Contractor's Bank, if so Desired – Payment due to the contractor may, if so desired by him, be made to his Bank instead of direct to him provided that the Contractor furnishes to the Engineer, (i) an authorization in the form of a legally valid document such as a Power of Attorney conferring authority on the Bank to receive payment, and (ii) his own acceptance of the correctness of the accounts made out as being due to him by BVFCL or his signature on the bill or other claim preferred against BVFCL before settlement by the Engineer of the account or claim by payment to the

Bank. The receipt given by such Bank shall constitute a full and sufficient acquaintance for the payment.

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Receipts for payment made on account of a work, when executed by a Partnership Firm, must also be signed the several Partners, except where the contractors are described in their tender as firm, in which case the receipts must be signed in the name of the Firm by one of the Partners, or by some other person having authority to give effectual receipts for the firm.

The contractor shall have no claim for any interest or any other compensation with respect to any delay in payment of his interim or final bills or the refund of his Security Deposit, or in respect of any amounts which may be in BVFCL's hands owing to any dispute between BVFCL and the Contractor.

- 27. Payments Of Lump sums In Estimate** – When the estimate on which a tender is made includes lump sums in respect of parts of the works, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if part of the work in question is not in the opinion of the Engineer capable of measurement, the Engineer may at his discretion pay such part of the lump sum entered in the estimate as he may decide and the Certificate in writing of the Engineer shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.
- 28. BVFCL's Lien on All Monies Due** – BVFCL shall have alien 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 amount 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 the 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 some due by the contractor from the money, securities or deposits which may become payable to the contractor under these presents.
- 29. Stores Supplied by BVFCL** – If the contractor provides for use of any special description of materials to be supplied from BVFCL's store, 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 the full quantity of materials and stores so supplied at the rate specified in the Notice Inviting Tender may be set off or deducted from any sums then due; 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 open to inspection by the Engineer. 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 store 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 and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.
- 30. Return Of B.V.F.C.L.'s Surplus Materials To B.V.F.CL.** – Notwithstanding any thing contained to the contrary in any or all the clauses of this contract, where any materials for the execution of the contractor are procured with the assistance of the B.V.F.C., either by issue from BVFC's stocks or purchase made against permit or license issued by the Government, the contractor the contractor shall hold the said materials as trustee for BVFCL and used such materials economically and solely for the purpose of the contract and not dispose of them without the permission of BVFCL and return, if required by the Engineer, all surplus or unserviceable materials that may be left with him after the completion of the contract or its termination for any reason whatsoever on being paid or credited such price as the Engineer may determine, having due regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charge, if any. The decision of the Engineer shall be final and conclusive. In the event of any breach of aforesaid conditions, the contractor shall in addition to being liable to action for contravention of the terms License or Permit and / or for criminal breach of trust, be liable to BVFCL Government for all monies, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

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31. Consumption of Materials – Basis of Calculation – After the completions of the work the consumption of the materials would be checked on the basis of the theoretical calculations as follows:

For Cement: - The theoretical calculations for consumption of quantity of cement to be used shall be according to the CPWD's printed "Statement showing quantity of cement to be used in different items of work."

For Steel: - In case of steel reinforcement, steel used in the work as per design or as authorized by the Engineer including un – authorized lap pages shall be measured. In case of flats, angles, tees, joists etc., however, steel used in the work as per design or as authorized by the Engineer shall be measured. The theoretical quantity of steel required for the work will be the measured quantity of steel as described above plus 5% wastage due to cutting into pieces and over this theoretical quantity variation of plus / minus 5% shall be allowed due to wastage being more or less.

After allowing variations up to 5% for works up to Rupees 2 lakh, 4% for works between Rupees 2 lakh and Rupees 5 lakh and 3% for works of Rupees 5 lakh above, for excess use of cement and 5% for excess use of steel, the difference of theoretical consumption and the total issues, if not returned by the contractor, shall be recovered at twice the issue mentioned in the Notice Inviting Tender.

32 Works To be Executed in Accordance With Specifications, Drawings, Orders Etc. – The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and in every respect in strict accordance with the specifications. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions issued to him from time to time.

The Tenderers shall verify all dimensions shown on the drawings and in case of any doubt, obtain required particulars (which may in any way influence his tender) from the Engineer. Figured dimensions on drawing shall supersede measurements by scale and drawings showing details would prevail. Any special directions and specifications or any specific written instruction of the Engineer shall supersede all else.

33 Alternations in Specifications And Designs Do not Invalidate Contract – The Engineer shall have power to make any alternations in, omissions from, additions to or substitution for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the works and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer and such alterations, omissions, additional or substituted work which the contractor may be directed to do in the manner as specified as part of the work shall be carried out by the Contractor on the same conditions and at the same rates as are specified in the tender for the main work.

The time for the completion of the work may be extended by the Engineer to the extent considered necessary by him and his decision shall be conclusive and binding as to such extensions.

The Tenderers shall verify all dimensions shown on the drawings and in case of any doubt, obtain required particulars (which may in any way influence his tender) from the Engineer. Figured dimensions on drawing shall supersede measurements by scale and drawings showing details would prevail. Any special directions and specifications or any specific written instruction of the Engineer shall supersede all else.

34 Rates For Extra Items – If the altered, additional or substituted work or any additional work required to be executed as result thereof includes any class of work for which no rate is specified in this contract and the tender for the original work is percentage below / above a specified Schedule of Rates, the altered, additional or substituted work required as aforesaid shall be chargeable at the rate entered in the said schedule below / above the tendered percentage, or if the item of work does not exist in the said schedule then at the rate analyzed 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 analyzed on the basis of the said Schedule or if the tender is on item – rate basis, then the contractor shall, within seven days of the date of receipt of the order to carry out the work, inform the Engineer of the rate which it is his intention to charge for such class of work, and if the engineer does not agree to this rate and a rate cannot be mutually agreed upon between the Contractor and BVFCL the engineer shall, by notice in writing, be at liberty to cancel his order to carry out such class work and arrange to carry it out in such manner as he may consider available provided always that if the

contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall be entitled

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to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates only as shall be fixed by the Engineer.

No deviations from Specifications stipulated in this Contract shall be made or additional items of work shall be carried out by the Contractor unless the rates of such substituted, altered or additional items have been approved in writing by the Engineer, failing which BVFCL shall not be liable for any claim on this account.

35. Compensation For Alteration In Or Restrictions Of Work To be Carried Out

If at any time after the commencement of the work BVFCL shall, for any reason whatsoever, not required, the whole thereof as specified in the tender to be carried out, the Engineer shall give notice in writing of the fact to the Contractor who shall no claim to any payment or compensation whatsoever on account on any profit or advantage which he might have derived from the executive of work in full but which he did not derived 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 alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

36. Action And Compensation Payable In Case of Bad Work – If it shall appear to the Engineer or his subordinate in charge of the work that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contractor, the contractor shall on demand in writing from the Engineer specifying the work, materials articles complained of, 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 as the case may be, removed the materials or articles so specified and provide other and suitable materials or articles at his own cost, and in the event of his failing to do so with a period to be specified by the Engineer in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day (not exceeding ten 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 or remove and replace with other materials or articles as the case may be at the risk any expense of the contractor.

37. Work To be Open To Inspection – All work under or in course of execution or executed in pursuance of the contractor 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 which reasonable notice of the intention of the Engineer or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Order's given to the contractor's agents shall be considered to have the same force as if they had been given to the Contractor himself.

38. Notice To be given Before Work Covered Up – The Contractor shall not give less than five days notice in writing to the Engineer or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not covered 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 uncovered at the contractor's expense or in default thereof no payment or allowance shall be made such work or the materials with which the same was executed.

39. Contractor Liable For Damage Done, And For Imperfection For 3 Months After Certificates – If his Contractor or his work-people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any buildings roads, road Krebs fence, enclosures, water pipes, cables, drains electric or telephone post or wires trees, grass or grassland or any other property,

cultivated grounds contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatsoever, the contractor

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shall make the same good at his own expenses, or in default, the Engineer may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer shall be final) from any sums that may be then, or at any time thereafter become, due to the Contractor or from his security deposits, or the proceeds of sale thereof, or of a sufficient portion thereof.

40. Contractor To Supply All Plant, Ladders, Scaffolding 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 stores) plants tools appliances, implements, ladders, tackle, scaffolding, shuttering, centering and temporary-works requisites, 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 be necessary for the purpose of satisfying 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 the 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. The Contractor shall be entirely responsible for the true and perfect out and for the correctness of levels, dimensions and alignments etc. of all parts of the work. 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 defense of every suit, action or other proceedings of law that be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs, which may be awarded in any such suit, action or proceedings to any such persons or which may, with the consent of the contractor, be paid to compromise any claim by any such person.

41. Provision of Workmen's Compensation Act – In every case in which by virtue of the provisions of Section 12 sub Section (I) of the Workmen's Compensation Act. 1923 or any other law for the time being in force. BVFCL is obliged to pay compensation to a workman employed by the contractor in execution of the work; BVFCL will recover from the contractor the amount of the compensation so paid and without prejudice to the rights 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 to 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 (I) of the Act or any other law for 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 BVFC might become liable in consequence of contesting such claim.

42. B.V.F.C.L. Not Responsible For Contractors Employees – The contractor shall strictly abide by the provisions of the Employment Exchange (Compulsory Notifications of Vacancies) Act. 1959 and may employ such employees as he may think fit subject to the limitations and restrictions provided in the above said act, and the employees so employed shall be employees of the contractor for all purposes whatsoever, and shall not be deemed to be in the employment of B.V.F.C.L. for any purpose whatsoever. The contractor shall abide by the all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of services of the employees. If under any circumstances whatsoever, B.V.F.C.L. is held liable or responsible in any manner whatsoever, for the 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 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, B.V.F.C.L. shall be reimbursed by the contractor for the same as also for any other expenses or costs incurred by B.V.F.C.L. in any proceeding or litigation as a result of any claim

demand or act on the part of employees of the Contractor BVFCL shall be entitled to claim damages or compensation from the contractor.

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- 43. Contractor's Responsibility For The Manner of 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 Engineer from time to time for purpose of determination of the question whether the work is executed by the Contractor in accordance with the contract.
- 44. Sums Payable By Way Of Compensation without Reference to Actual Loss.** – All sums payable by way of compensation under any of this condition shall be considered as reasonable compensation to be applied to the use of BVFCL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 45. 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 work shall be carried out in accordance with the instructions of the Engineer.
- 46. Contractor's Percentage Whether Applied To Net or Gross Amount of Bills** – In case the contract is at a percentage below/above a specified Schedule the percentage referred to in the tender will be deducted from or added to the gross amount of the bills for work done.
- 47. Materials Obtained from Dismantlement and Excavation, Etc.** – All materials (e.g., stone, boulders etc.) obtained in the work of dismantling, excavation, etc, shall be the property of BVFCL and may be issued to the Contractor (if he requires the same for the work) at rates approved by the Engineer.
- 48. Cleanliness Of Site** – The Contractor shall keep the site clean and free from rubbish to the satisfaction of the Engineer. All surplus materials rubbish etc. will be removed to places fixed by the Engineer and nothing extra will be paid for it.
- 49. Inconvenience To The Public** – The Contractor shall not deposit material on any site which may cause inconvenience to the public. The Engineer may require the Contractor to remove any materials which are considered by him to be a danger or inconvenience to the public or cause these to be removed at the contractor's cost.
- 50. Contractor To Pay For Water Required For Work.** – The contractor shall make his own arrangement at his own cost of water required for the execution of the contract. If the water required for the execution of the contract is supplied by BVFCL to the contractor at any stage for the execution of this contract BVFCL shall charge and recover from the contractor for the water supplied at the rate of 1/- (one) Rupee per hundred rupees worth of total work executed by him.
- 51. Delay In Supplying Materials** – Owing to difficulty in obtaining certain materials in the open market, BVFCL will supply materials specified in the Notice Inviting Tender at rate stated 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 any event, be responsible or liable to the contractor for any delay in the supply of materials.
- 52. Employment Of Certified Plumbers** – Certified plumbers shall be employed by the Contractor on all public Health engineering works including sewers, filtered and unfiltered mains and water supply and sanitary fittings and fixtures.
- 53. Employment Of Licensed Electrical Foreman** – The Contractor shall employ a Licensed Electrical Foreman to supervise all Electrical installation works.
- 54. Cleaning, Filling And Leveling Of Site** – The site shown on the layout plan shall be cleared of all obstructions, loose stones materials, rubbish of all kinds as well as brush wood. All holes or hollows whether originally existing or made by removal of loose stones or brush wood shall be carefully filled up with earth, well rammed and leveled off as directed by the Engineer. The contractor will not be entitled to any extra payment in this regard.
- 55. Contractor To Comply With All Laws Etc.** – The contractor shall be responsible to secure compliance with all Central and State Laws as well as the Rules, Regulations, Bylaws 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 licenses for temporary constructions, enclosures etc. and pay a;; fees, tax

and such other dues or changes which may be leviable on account of his operations in executing the works under this contract. He shall make good, at his own cost, any damage to any adjoining property.

- 56. Contractor To Make And Maintain Approaches Etc.** – Any temporary by passes, approaches, service roads etc. which the contractor may consider necessary for the executing of the works under this contract shall have to be made and maintained by him at his cost and no extra payment or

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Compensation shall, be payable to him on this account. All such temporary by passes, approaches, service roads etc constructed by the contractor shall be available for use by BVFCL without any extra payment.

- 57. Contractor To submit Programme Of Construction** – The contractor shall submit to the Engineer, in advance of commencement of work, his programme of construction and get the same approved by the Engineer. The programme of construction should adequately provide for progress of execution of work to achieve completion within the stipulated period of time. The contractor shall strictly adhere to this approved programme to ensure that the progress of work is satisfactory and also to enable his activities to be properly co-ordinate with the activities of other contractors (if any) installing machinery, equipment and the services.
- 58. Contractor To be Liable For All Taxes Etc.** – The rates specified in the tender should be inclusive of sales taxes or any other taxes, toll, customs, duty of any kind, 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 the event of BVFCL being assessed for the said imposts, 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 BVFCL in connection with any proceedings or limitation in respect of the same.
- 59. Assignment Or Subletting Of Contract** – The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission of BVFCL. Any breach of this condition shall entitle BVFCL to determine the contract under clause 66 of these conditions and also render the contractor liable for payment to BVFCL in respect of any loss or damage arising or ensuring from such cancellation. Provided always that execution of the works by petty contracts 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 expenditure incurred by it for the above, the contractor shall reimburse BVFCL for the same.
- 60. Contractor To Remove Unsuitable Employees** – The Contractor shall on instruction of the Engineer, immediately remove from the works any person employed thereon who may misbehave or cause any nuisance or be otherwise, in the opinion of the Engineer not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer.
- 61. Handing Over Of Works** – 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 work is considered to have been completed in support of which his certificate shall be regarded as sufficient evidence for all purposes.
- 62. Maintenance Of Works-** The contractor shall, at all times during the progress and continuance of the works and also for the period of maintenance (which shall ordinarily be six months) and after the date of passing of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of works that may be fixed by the Engineer, be responsible for the effectually maintain and uphold in good, substantial, sound and perfect condition all and every part of the works, provided however, that such damage or defect is not directly caused by errors in contract documents' acts of providence or insurrection or civil riot, and the contractor shall be liable for and shall pay and make good to BVFCL or other persons legally entitled thereto, whatever required by the Engineer to do so, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the contractor or of his failure in any respect.
- 63. Repayment of Security Deposit** – The total Security Deposit shall become due and shall be paid to the contractor after the expiration of period of maintenance 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 if this clause have been fulfilled by the contractor and all clauses and demands made in respect of damage of loss by, from or in consequence of the works have been finally satisfied, provided further that in the event of different maintenance periods having become applicable to different

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Parts of the works pursuant to clause 62 of these conditions, the “expiration of the period of maintenance” shall for the purpose of clause be deemed to mean expiry of the latest of such period.

- 64. Income Tax Clearance Certificate** – Notwithstanding anything contained in clause 63 above, the Security Deposit shall not be paid to the contractor until a tax-clearance certificate, expressly mentioning that the receipts from this contractor had been include by the contractor in the return income field by him to the Tax Authority and that the contractor was taking steps to co-operate in the early completion of the assessments and payments of taxes thereon, is produced by the contractor.
- 65. Set Off** – Any sum of money due and payable to the contractor (including Security Deposit returnable to him) under this contract may be appropriated by BVFCL or the Government or any other person or person contracting through the Secretary of any Department of any Ministry of the Government and set-off against any claim of BVFCL or the Government or such 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 such other person or persons.
- 66. Determination Of Contract Owing To Default Of Contractor.**
- 1) If the contractor should
- i) become bankrupt or insolvent, or
 - ii) make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
 - iii) being a Company or Corporation go in to liquidation (other than voluntary liquidation for the purposes or amalgamation or re-construction), 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 instruction of the Engineer, 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 labor as required under Clauses 40,52 and 53 of these conditions, or
 - xi) fail to afford the Engineer or Engineer's Representative, proper facilities for inspecting the works or any part thereof as required under Clause 37 of these conditions, or
 - xii) promise officer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any other 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 his obligations or liabilities under the contract and adopt any or several of the following courses.
 - a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Engineer 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 labor 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

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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 what may be incurred in excess of the sum which would have been paid to the contractor if the works had been carried out by him under terms of the contract, the amount of which excess as certified by the Engineer shall be final and binding upon the contractor, shall be born and paid by the contractor and may be deducted from any monies 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 revision of contract owing to default of 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 on entered into any commitments or made any advances on account of or with a view to 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 only be entitled to be paid the value so certified.
- b) The Engineer or the Engineer's Representative shall be entitle 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 or any part thereof until the completion or 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 removal of the contractor, fix and determine expert or by of 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 revision 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 pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by BVFCL have been ascertained and the amount thereof certified by the Engineer. The contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify and would have been due to him upon due completion by him/after deducting the said amount, but if such amount shall exceed the sum which would have been payable to the contractor, then the contractor shall upon demand pay to BVFCL the amount of such excess and it shall be deemed a debt due by the contractor to BVFC and shall be recoverable accordingly.

67. Matters Finally – Determined By B.V.F.C.L. – All disputes or differences of any kind whatever arising out of or in connection with the contract, whether during the progress of the works or after the completion and whether before or after the determination of the contract, shall be referred by the contractor to

BVFCL and BVFCL shall, within a reasonable time after presentation, make and notify decision thereon in writing. The decisions, directions and certificate with respect to any matters decision on which is specially provided for by these conditions given and made by BVFCL or by the Engineer on behalf of BVFCL which matters are referred hereinafter as Excepted Matters shall be final and 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.

(13)

68. Settlement Of Disputes – Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs drawing and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work, or as to any other questions, claim right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the work of the execution, or failure to execute the same whether arising during the progress of the 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 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 as such he had expressed views on all or any of the matters in dispute of difference. The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to this contract. The Arbitrator may from time to time, with the consent of the parties enlarge the time, for making and publishing the award.

69. Instruction Of National Apprenticeship Scheme For Employees Of Contractors Engaged In The Construction Wing.

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the authorized Engineer/Officer may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

The above provisions will apply when the constructions work is one year and above. The concerned Contractor shall be directly responsible to the State Apprenticeship Adviser/Deputy Central Apprenticeship adviser, Regional in regard to the Apprentices they are required to train.

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

71. Special Conditions Related To The Work (As Mentioned Below)

- a) The work shall be carried out in accordance with the provision of Indian Electricity rules as amended up to date C.P.W.D .specifications relevant Indian Standard Specifications/code of practice, specification / directions / conditions of tender documents and with due regard to the rules / regulations of the State Government or ASEB.
- b) All the materials to be incorporated in this work shall be unless otherwise specified of standard make and shall strictly comply with current appropriate Indian Standard Specification (herein after referred to as ISS) if Indian Standard specification has not been issued, they shall comply with the current British Standard specification. The contractor shall produce the sample of each article, and obtain prior approval of the Site Engineer in writing.
- c) All the material to be supplied by the contractor against this work to be got entered at the gate under the valid entry challan and said challan to be submitted along with the bill for necessary check and verification.

GUARANTEE BOND

(To be used by approved schedule Bank)

1. In consideration of the Brahmaputra Valley Fertilizer Corporation Limited, Namrup (hereinafter called the BVFCL) having agreed to exempt _____ (hereinafter 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 said contractor(s) of any of the terms or 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 a 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 the BVFCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's (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 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 BVFCL under or by virtue of the said Agreement have _____ the 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 fullest liberty without our consent and without affecting 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 to time any of the powers exercisable by the BVFCL against the said Contractor(s) and to for-bear 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 variation, 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 the _____ day of _____ 200
For _____ Bank.

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