

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED  
NAMRUP**

(A Govt. of India Undertaking)

P.O. : Parbatpur ( 786 623 )  
Dist. Dibrugarh, Assam

CIN- "U24123AS2002GOI006786"

**ELECTRICAL DEPARTMENT  
NOTICE INVITING TENDER**

Tender Notice No. **A- II/Elect./Estt -06/2016/1956**

**Subject : Enquiry requesting Quotation in Two Bid system.**

**Date:14-12-2016**

SL No	Name of work	Earnest Money (Rs.)	Completion Time	Tender Paper cost (Rs.)
1.	<b>"Renovation / Repair of 1 no of CT Pump motor of A-II Cooling Tower".</b> Estimated cost – <b>Rs 5,37,966.00/-</b> (including service tax and CST )	12,105.00	90 days	200.00

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), III(B) & IV & GDCC enclosed herewith.

**1) Earnest Money Deposit and Tender Paper Cost: Rs. 3,567.00** (Rupees Three thousand Five hundred Sixty Seven ) only in the form of Demand Draft towards **EMD** and **Rs. 200** (Rupees Two hundred ) 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.

**2) Last Date of receipt of Quotation : 16-01-2017 up to 3.00 pm**

**3) Validity of offer: 90 (Ninety) days from the scheduled date of opening of Techno-Commercial Bid.**

**4) Scheduled date of opening of techno-Commercial Bid : 16-01- 2017 at 3:30pm.**

For the subject job, we request you to tender your quotation in two bid system, namely Techno-commercial Bid and Price Bid.

**5) The techno-commercial bid shall contain:**

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 40% of the estimated cost.  
Or

ii) Two similar completed works costing not less than the amount equal to 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), III(B) ,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 VAT, Service Tax 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.

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

**Detailed break-up of price as per the format in Annexure- A indicating material component and labour component involved in the job separately showing applicable VAT/CST and Service Tax element clearly. The commissioning charges along with terms and conditions shall be furnished. The Price Bid shall contain the signature of the bidder with address, seal and date.**

The Techno-Commercial Bid and the price Bid are to be sealed in TWO SEPARATE ENVELOPES super scribing the name of the Bid on the top left corner of the envelope. These two envelopes are to be put in to a THIRD ENVELOPE, which shall again be sealed, super scribing on it the enquiry ref. no., date and scheduled date of opening of Techno-Commercial Bid.

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 Techno-Commercial 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.

The price Bid of only those parties, whose Techno- Commercial Bids are found to be in order and the Terms & Conditions of the offer are acceptable to BVFCL, Namrup, will be opened. The date of opening of price Bid will be intimated in due course of time.

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 fail 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.**

**MOTOR NAME PLATE DETAILS:**

**KW/HP: 410/550; Amps: 89; RPM: 990; FRAME: KVDH 500; 3 Ph, 50 cps, 3300 Volts;  
Type: CACA; Rating: CR; Y Connection; Ref: IS 325 Insln Class: B; Rise: LTR  
KIRLOSKAR ELECTRIC COMPANY LIMITED, BANGALORE**

Bhartendu Sharma  
APE (E), Amm-II& SGP

Copy to : DGM(E & Med)  
DFM : For information  
CE (E) –I Through CE (E) –II  
Senior V.O.

**Annexure –A**

**ELECTRICAL DEPARTMENT**

**Schedule of quantities**

**Name of the work:** Renovation / Repair of 1 no of CT Pump motor of A-II Cooling Tower.

**NIT No.:-** A– II/Elect./Estt -06/2016/

**Dt. 14-12-2016**

**FORMAT FOR PRICE BID**

SL No .	Job description	Qty	Rate(Rs.)		Amount (Rs.)
			In Figure	In words	
1.	Rotor and End covers : Repair of Rotor, Rotor shaft. NDE housing fabrication /repair. DE end cover repairing /replacement. Grease cups repair if required etc as per scope of work and Dynamic balancing of the rotor.	1 Motors			
2.	<b><u>Bearings: Supply and replacement of all existing bearings with new one (Bearing Nos. DE side NU324 ECJ, NDE side 29426E of SKF make )</u></b>  * Bearings fitted into the motor shall have SKF inspection certificate which shall be submitted along with the old bearings at the time of delivery of the repaired motor .Payment on actual on the basis of documentary evidence.	<b>1 No each (2 Nos)</b>			
3.	<b>Varnishing of stator and assembling and testing of repaired motor .</b>	<b>1 Motor</b>			
4.	<b>Commissioning Charge of the motor at site</b>				
5.	<b>Sub Total</b>				
6.	Add VAT/CST @ ..... on material components Rs.....				
7.	Add Service Tax @ ..... on labour components Rs.....				
8.	Total				

(Rupees

) only

**Signature of the bidder**  
**With Seal**

Name and address:-.....

.....

.....

Date:.....

Place:.....

## Annexure –I

### SCOPE OF WORK

#### **Job on Rotor & Shaft, Bearing Housings, Bearing replacement and Dynamic balancing of Rotor:**

i) **Restagging of Rotor Core and Recaging:** Debrazing and dismantling of short circuiting copper rings from both ends of rotor bars, dismantling of old rotor copper bars from the rotor slots, de-locking and dismantling of rotor core by hydraulic arrangement, straightening, smoothening of all the core punchings, cleaning of old varnish chemically and phosphating treatment of all the core punchings, Class F core plate varnish coating in temperature controlled baking oven, uniform thickness test on varnished and baked core punchings. Assembling of core punchings by **staggering** and repressing, locking and Hot Spot Testing of complete assembled rotor core. replacement and recaging of rotor bars and end rings with new ones, brazing of short circuit rings, DP test of brazing joints etc.

ii) **Repairing of shaft:** Fabrication of shaft by using existing shaft material/EN-8 ultrasonically and chemically tested Shaft material as per original shape and size, machining, grinding of all the sizes, making of keyways as per requirement, pressing of shaft hydraulically into rotor core assembly.

iii) **Repair of NDE bearing housing, DE end covers and Grease Cups:** Under cutting of DE side bearing housing/End Cover and rebuilding with suitable welding electrodes and machining of the same as per bearing OD. Fabrication/Repair of NDE side bearing housing assembly with cover for top bearing lubricating system with new oil level gauze, nuts, bolts, etc. ensuring diametrical concentricity of the bearing housings and the rotor shaft within 0.05 mm. along with necessary repair and dynamic balancing of the internal fan and external cooling fan on top.

iv) **Replacing of existing bearings:** Supply and replacement of all the existing DE and NDE bearings with new SKF bearings. New bearings shall have manufacturer's test certification, which is to be furnished at the time of delivery. Old bearings shall have to be returned at the time of delivery.

v) **Dynamic balancing of rotor:** Dynamic balancing of rotor, internal and external cooling fans in digital dynamic balancing machine and submission of report.

**3. Assembling and testing of the repaired motor and LT run of motor:** Cleaning of all parts, fitting of new bearings, greasing of new bearings, assembling of the motor, varnishing of stator as required and testing on no load before dispatch. The following tests shall be carried out in conformity with applicable International Standards on the rotor and the stator:

\* Flux Loop test to confirm elimination of hot spot in Rotor Core

\* Test for detection of open-circuited rotor cage.

No load run with three phase LT supply to be done for confirmation of three phase balanced current and smooth running of fully assembled motor.

Other necessary tests should be done for trouble free running of the motor.

**4. Packaging and sending:** The repaired motor, **after surface painting in existing shade** shall be packed carefully following locking the shaft movement to avoid damage during transportation and sent over to our registered transporter **along with the test certificates, old rotor shaft and the old existing bearings which have been replaced with new ones.**

**5. Commissioning at site:** Scope of work shall also include commissioning of the repaired motors at site by your engineer. Transportation and accommodation for commissioning engineer shall be included in contractor's scope.

**## Arrangement of any other item not specifically mentioned here in above or not mentioned anywhere else, but required to complete the entire repair work for trouble free run of the complete motor after repair, shall be included in contractor's scope.**

Bhartendu Sharma  
APE (Elect.) , Amm-II& SGP

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

- i) Transportation of the motor at the time of sending the motor for repair and sending back the repaired motor for the first time and corresponding transit insurance shall be in BVFCL's account.
- ii) Guest house Facility for the Contractor's Engineer only to the extent possible may be made available on chargeable basis during commissioning of the motor at site.
- iii) Temporary gate pass facilities for Contractor's engineer will be extended on application in standard format as prescribed.
- iv) Safety work Permit for carrying out job shall be made available.
- v) Medical facilities to the extent possible shall be extended on chargeable basis at the rate as applicable to outside party.

Bhartendu Sharma  
APE (Elect.) , Amm-II& SGP

**Annexure-II**

**ELECTRICAL DEPARTMENT.  
TENDER FORM**

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

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

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

dated: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Signature of issuing Officer

**TO BE FILLED IN BY THE TENDERER**

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

**MEMORANDUM**

1. General description of the work :
2. Earnest Money Rs. : \_\_\_\_\_
3. Security Deposit 10% 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. Earnest money and tender paper cost deposit Challan as applicable.
2. Detailed schedule of work duly filled in and signed (Annexure –III )
3. Special terms and conditioned duly read and signed (annexure- IV)
4. Reference to similar works performed earlier(Annexure- V)
5. Photocopy of the PAN /TAN card in own name.
6. Photo copy fulfilling the conditions like VAT, Service Tax etc. as applicable .
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 re-commissioning of the machines. The security deposit 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. If the contractor fails to commission the motors due to defect in the motors after repair, the same shall be rectified by the contractor free of cost. In this case if the motors are required to be shifted to the contractor's workshop for attending post repair defects the necessary to and fro transportation cost of the motors 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 **3 (three ) months** including Sundays and holidays, from the date of handing over of the motors and the issue of the work order. 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 PAYMENT TERMS**

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

- i) 90% of the contact value: On successful re-commissioning of the machine after completion of entire scope of work.
- ii) Balance 10% 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 re-commissioning of the machine, 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.

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. 100.00 or as per present value of stamp paper, of the state of Assam 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.

**6.00 OTHER TERMS AND CONDITIONS**

Safety and security of the motor from the date of handing over to the date of successful re- commissioning of machine shall be contractor's responsibility. **Contractor shall have to submit an indemnity bond of Rupees 6 (Six) lakh against safe custody of the motor in his premises.**

**ANNEXURE-III (A)**

**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 of by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

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 ..... 2016

For ..... Bank.



**PROFORMA FOR INDEMNITY BOND**

This indemnity bond made on this day of .....

By..... (Hereinafter called the contractor) , having its registered office at

.....

..... , in favour of Brahmaputra valley Fertilizer corporation Limited , A company incorporated at NAMRUP , P O – Parbatpur , District- Dibrugarh , Assam ( Hereinafter called the corporation which expressions shall includes its successors and / or assigns).

Whereas.

In presence of an order No- ..... (Herein called the work order) placed by the corporation with M/S ..... (Herein called the contractor for repair of .....

..... (Name of the job) and the corporation have agreed to valuing of Rs..... ( Rs..... )

Now these presence witness as follows—

- 1.0 That in the consideration of the corporation having agreed to supply ..... ( Name of the machine) , which shall be taken outside the factory premises for repair by the contractor valuing Rs ..... ( Rs..... ). The contractor does hereby agree that in case of any reason whatsoever the amount under INDEMNITY BOND of Rs ..... ( Rs ..... Become payable to the corporation.
- 2.0 That this INDEMNITY BOND shall come into force simultaneously with the receipt of ..... (Name of the machine) valuing Rs ..... ( Rs.....) Or the part thereof by the contractor and the liability of the contractor shall be to the extend to cover only the amount of the material received by the contractor from the corporation.
- 3.0 That the contractor also hereby to undertake to indemnify the corporation without any demur merely on a demand from the corporation stating that the amount claimed has become due by the way of loss and damaged caused to or would be caused or suppressed by the corporation by reason of any breach by the said contractor of any terms & conditions contained in the said work order or by reasons of contractors failure to perform the said work order.
- 4.0 The contractor also undertake not to revoke this INDEMNITY BOND during its currency except with the prior consent of the corporation in writing.
- 5.0 Notwithstanding anything contained herein before our LIABILITY under this INDEMNITY BOND is restricted to Rs ..... (Rs.....) and it will remain in force up to the date of supply and completion of the contract entered into vide work order No.....

WITNESS

SIGNATURE OF THE PARTY WITH SEAL

## **Annexure – IV**

### **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**

- 3.01 The tenderer shall deposit the Earnest money 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 earnest money 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 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 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**