

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
(A Govt. of India Undertaking) P. O. : Parbatpur (786 623),CIN- “U24123AS2002GOI006786”,
Dist. Dibrugarh, Assam
ELECTRICAL DEPARTMENT
NOTICE INVITING TENDER

Tender notice no- Nam / Elect /Utlly-I & II – 002/2020/993

Date:- 14 /08/ 2020

For the subject job, **Enquiry requesting Quotation in Two Bid systems, namely**

Techno-commercial Bid and Price Bid-

Sl No	Name of the work	Earnest Money (Rs)	Completion time	Tender papercost (Rs)
01	02	03	04	05
01	Leakage Arrest and internal checking of 750 KVA Transformer no. -1 at Bagging-II Plant. Estimated amount ` 1, 56,350.00 only including taxes.	3,910.00	20Days	118.00 (Inclusive GST)

The Techno-commercial Bid shall contain:

a) Contractor means the experienced, licensed contractors who are having past experience for respective Electrical jobs and having up to date renewed Electrical License of required grade up to 11,000 V applicable to Leakage Arrest and internal checking of 750 KVA Transformer, Electrical supervisor's certificate of Competency, in Form – B, issued by Electrical Licensing Board, Government of Assam, holding supervisors under their employment. The Electrical supervisor's certificate of Competency holder should be associated with the Contractor / firm and should be duly endorsed by the Electrical Licensing Board.

b) EMD: Scanned copy of EMD and Tender Paper cost shall be submitted. (EMD & Tender paper cost shall be paid in the form of Demand Draft payable at SBI/UCO bank Namrup / by challan (format is available at our corporation's website)/NEFT/RTGS and scanned copy of receipt to be sent with Techno-commercial bid. Cheque would not be accepted in any case. TENDER SUBMITTED WITHOUT EARNEST MONEY DEPOSIT AND TENDER PAPER COST, WILL BE SUMMARILY REJECTED, WITHOUT FURTHER REFERENCE.

Rs 3,910.00 (Rupees Three thousand nine hundred ten) only in the form of Demand Draft / Challan towards **EMD** and **Rs. 118.00** (Rupees One hundred eighteen) inclusive GST in the form of Demand Draft / Challan 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.

Exemption from paying tender fees and Earnest Money Deposit:

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises (MSE) shall be entitled for EMD and tender fees exemption subject to conditions as under:

MSE bidders must submit valid registration certificates from any of the following (or any other body specified by the Ministry of MSME) for exemption of EMD as applicable for this tender:

i) National Small Industries Corporation (NSIC) ii) District Industries Centers(DIC) iii) Coir Board iv) Khadi and Village Industries Commission (KVIC) v) Khadi and Village Industries Board(KVIB) vi) Directorate of Handicrafts and Handloom vii) Udyog Aadhar Memorandum

b) Work Order Copies of similar works carried out by the contractor in Fertilizers/Refineries/ Petrochemicals/ continuous process plants / power plants (preferably PSU or reputed private sector companies) along with Job Completion Certificate issued by the customer showing experience of having successfully completed **similar works of (750KVAttransformer and above) 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 each not less than the amount equal to 40% of the estimated cost.

Or

II) Two similar completed works costing each 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.

contd.

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- c) Enquiry requesting quotation along with enclosures [Annexure-A, I, II, III, 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).
- e) **Contractor will have to furnish the following documents:**
 - i) Copy of PAN /TAN Certificate issued by the concerned IT authority.
 - ii) Copy of GST Registration certificate.
 - iii) Up to date renewed Electrical License of required grade up to 11,000Volts & Electrical supervisor's Certificate of Competency duly endorsed by the Electrical Licensing Board.
 - iv) 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.

01. Tender papers {NIT, schedule of quantities, Special Terms and Conditions (Annexure II & Annexure IV),GDCC and format for EMD and Tender fees} are to be downloaded from the web- site www.bvfcl.com & www.eprocure.gov.in and duly signed in each page. The Challan receipt against Tender paper cost, EMD shall be put in one sealed envelope subscribed. Tender paper cost and earnest money drawn in favour of BVFCL Namrup by DD/Banker cheque shall have to be submitted along with bid documents. OR Tender paper cost and earnest money may also be deposited in BVFCL Bank Account in SBI through Challan that can be downloaded through BVFCL website. One Challan copy must be submitted along with the tender documents. The DD / Bankers cheque against Tender paper cost and EMD shall be put in one envelope super scribed.

02. The price Bid shall contain:

- i) Detailed price as per the format in **Annexure-A** indicating the rate and GST element are to be mentioned clearly. The Techno commercial Bid & Price Bid shall contain the signature of the bidder with address, seal and date. Quotation shall be received in the office of the Chief Engineer (Elect.),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.
- ii) 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.
- iii) The Techno-Commercial Bid will be opened on due date and time by (Finance Deptt representatives), BVFCL, Namrup, Post Office: Parbatpur, Dist: Dibrugarh, Assam (INDIA), Pin: 786623, in the presence of the tenderer or their accredited representatives, who may like 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.

03. In case of Bandh or Holiday, next working day shall be considered for opening of tender and such will be informed to the expressing interest in taking part.

- 1. Closing Date of Sale of Tender paper : **07.09.2020 at 12.00 Noon**
- 2. Last date of submission of tender papers : **07.09.2020 at 3.00 P.M.**
- 3. Opening date of tender papers : **07.09.2020 at 3.30 P.M.**
- 4. BVFCL reserves the right to accept or reject any or all tenders communicating same to the party without assigning any reason thereof.
- 5. The Tenderers shall visit the Site and consult our Site Engineer and then submit the quotations after detailed assessment of the work. All safety precautions regarding working in high voltage works to be followed as per Govt. guidelines (Existing Electricity Rules).

contd.

06. The contractor 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.
07. BVFCL is committed to a corruption free work environment. All the works/ purchases / services contracts and commitments of BVFCL will be honored without the citizen having to pay any bribe. Incase of any person demand any bribe, it is the duty of the responsible citizen to inform the matter to Vigilance Officer, BVFCL, Namrup PO Parbatpur, Dist Dibrugarh, Assam, Pin 786623.
08. In case of accident/death of the worker working under the contractor, the compensation will be made as per workmen's compensation act. The GDCC will be a part of this NIT.
09. **PAYMENT TERMS:** - You will be paid for the work as.
- a) **90%** payment will be made to you on actual work carried out & successfully completed by you, duly certified by site Engineer.
 - b) Balance **10%** will be released after completion of workmanship guarantee period of 1 year. You will be paid no running bills for this job.
At no time the progress of work shall be retarded or stopped due to the disputes or differences with BVFCL, Namrup.
 - c) The Terms & conditions agreed upon shall have to be incorporated in an agreement form for which you have to furnish a **Non Judicial Stamp paper of Rs 100.00** and execute the agreement immediately on receipt of this work order. No payment shall be made unless the agreement is executed [The sale and originality of the stamp paper shall remain duly authenticated on its body suitably].
 - d) Bill will be released within 30 days after submission of First and Final Bill after duly certified by site Engineer.
 - e) Any clarification from the contractor/suppliers/service providers on the bill submitted by the Contractor should be sought within 15 days; similarly the contractor should be required to submit the clarification within that time.
 - i. Income tax and other taxes if any shall be deducted from your bill as per rules as applicable. Security Deposit @ 10% of the total value of work done shall be recovered from your bill after the adjustment of Earnest Money Deposited by you for the said work.
 - ii. Where supply of materials is involved, the list of material supplied by you are to be entered in the register in the site office under a valid challan along with the documentary proof for purchased materials are to be submitted along with the bill for necessary checks at our end.
10. In the event of death of any employee during the duty, you are liable to pay a sum of **Rs.1000.00 (Rupees One Thousand) only** immediately as ex-gratia payment to the dependent of the deceased employee. In case the same is not paid by you, this corporation shall have the right to make payment immediately and the same will be recovered from your bill. You are requested to submit a list to this office through the Site Engineer regarding declaration of dependent to which such payment shall be made along with a separate list for details of labour being engaged by you as per the following proforma.

Sl. No.	Name	Age	Father's Name	Present Address	Permanent Address	Identification Mark
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contd.

11. Settlement of Disputes:-

Any Disputes or differences whatsoever arising between the parties and/or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the “ Rules Of Conciliation and Arbitration” by ICADR as decided by the Competent Authority of BVFCL. The award made in pursuance thereof shall be final binding on both the parties. Further all disputes arising out of this contract shall be subject to the jurisdiction of courts of Dibrugarh.

Note: * 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.

*** BVFCL is committed to a corruption free work environment. All the works/ purchases / services contracts and commitments of BVFCL will be honored without the citizen having to pay any bribe. In case any person demands any bribe, it is the duty of the responsible citizen to inform the matter to Vigilance Officer, BVFCL, Namrup PO Parbatpur, Dist Dibrugarh, Assam, Pin 786623.(Tel no. 0374-2507092/0374-2507167

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

(B.Sharma)

A.P.E. (E), Uty-I&II, B- II,JW

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
ELECTRICAL DEPARTMENT
Schedule of Quantities

Name of work: "Leakage Arrest and internal checking of 750KVA Transformer no. -1 at Bagging-II Plant".

NIT No. Nam / Elect / Utly-I & II – 002/2020/993

Dated:-14/08/ 2020

Sl. No.	Description of job	Quantity	Rate (₹)	Amount (₹)
1	2	3	4	5
1.	750 KVA Transformer :Job consists of Disconnection / reconnections of all links and connections, bus bars, cables and cable boxes to facilitate dismantling of transformer, Removing / refitting all nuts and bolts, screws, tank covers, inspection chambers, conservators, explosion vent etc. Draining out of transformer oil.	1 job		
2.	Supply & Replacing of required gaskets and oil seals Dismantling of conservator tank , Removing dirt and damaged insulation manually from Top core and winding using suction and blower with precaution by experts, testing & checking all internal connections and tap point connection. Testing of Insulation resistance, BDV of oil, vector group of transformer, ratio test, winding resistance shall as and when required shall be carried out in BVFCL Lab.	1 job		
3.	Removing core and winding from tank and refitting it after necessary work.	1 Job		
4.	Filtration of transformer oil. Transformer oil to be supplied by BVFCL. Crane/ hydra/ electricity etc. when required shall be provided by BVFCL.	1100 Ltrs.		

Total =

Total (Rupees) only

Pls Tick whichever is applicable :

a) Including GST ()

b) Excluding GST ()

Signature of the bidder
With Seal

Name and address:-

.....

.....

Date:.....

Place:.....

SCOPE OF WORK

If specifically not mentioned hereinafter or not mentioned anywhere else, the scope of work for “**Leakage Arrest and internal checking of 750KVA Transformer no. -1at Bagging-II Plant**” shall include but not be limited to the following:

Scope of Work:

The contractor shall arrange for supply & replacement of required new high quality gasket, oil seals along with oil De- hydration machine of good quality and performance, vacuum pumps, necessary hoses, pipes, drums and other materials required for leakage arresting work. The contractor will arrange for transportation of the required machines and tools for the job to the factory and after the job is over the contractor will arrange for transportation of the same materials from the factory to the outside. In all conditions machines and equipments will be under supervision of the contractor. In case any damage or loss to these materials BVFCL will not be responsible for the same. The steps for the job given below:

1. The unit will be kept de-energized will be completely isolated from both HT and LT supply. After that the static electricity will be discharged to ground. This will be under the scope of BVFCL.
2. Disconnection / reconnections of all links and connections, bus bars, cables and cable boxes to facilitate dismantling of transformer, Removing / refitting all nuts and bolts, screws, tank covers, inspection chambers, Draining out of existing transformer oil.
3. Dismantling of conservator tank , explosion vent etc. Removing dirt and damage insulation manually from Top core and winding using suction and blower with precaution, testing & checking all internal connections and tap point connection.
4. Removing core and winding from tank and refitting it after necessary work. Gasket & Oil seal replacement wherever required.
5. Filling of the tank with new transformer oil under vacuum and continuous filtration (Max. Temp of oil shall be maintained below 70 Deg C). The filtration record such as oil temperature, vacuum level, oil level etc. shall be maintained and chronologically documented.
6. Testing of BDV and Moisture content of oil intermittently and test result shall have to be documented.
7. Testing of Insulation resistance, Polarization index, vector group of transformer, ratio test, winding Resistance etc. are to be done and submission of testing report is to concern deptt.
8. Charging of Transformer in presence of the job executing party.

BVFCL's OBLIGATIONS

- i) Guest house Facility for Contractor's Engineer only to the extent possible may be made available on chargeable basis during commissioning of the motor at site.
- ii) Temporary gate pass facilities for Contractor's engineer will be extended on application in standard format as prescribed
- iii) Safety work permit for carrying out job shall be made available.
- iv) Medical facilities to the extent possible shall be extended on chargeable basis at the rate as applicable to out side party.
- v) Power supply will be given on free of charges at the nearest location.

(B.Sharma)
A.P.E(E),Uty-I&II, B- II,JW

**ELECTRICAL DEPARTMENT.
TENDER FORM**

Sl. No. : _____

Date of Issue: _____

Tender No. **NIT No. Nam / Elect / Utly-I & II – 002 /2020 / 993****dated: 14 /08/ 2020**

Last date of submission: _____ at _____ P.M.

Name of Work : **Leakage Arrest and internal checking of 750KVA Transformer no. -1
at Bagging-II Plant**

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. : _____ 3,910.00 _____
3. Security Deposit 10% of the total value of the work(including earnest money)
4. Time allotted for the work : _____ (20)twenty days _____ 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 deposit receipt / Bank Draft / deposit at Call receipt.
2. Detailed schedule of work duly filled in and signed (Annexure A)
3. Scope of work (Annexure -I)
4. Terms and Conditions duly read and signed (Annexure III)
5. Special Terms and Conditions (Annexure IV)
6. 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.

ANNEXURE-III
TERMS AND CONDITIONS.

1.00 GUARANTEE & SECURITY DEPOSIT

The contractor shall give work performance guarantee for a period of 18(Eighteen) months from the date of repairing work of transformer and 12(twelve) months from the date of successful charging of the transformer whichever is earlier. 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 arrest oil leakage in Transformer or any defect occurs in the transformer after repair works, the same shall be rectified by the contractor free of cost. In this case if the transformer is required to be shifted to the contractor's workshop for attending post repair defects, the necessary to and fro transportation cost of the transformer 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 **20 (twenty) days** in normal working hours, 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, 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, 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 1996and amendment thereof.

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.....

SIGNATURE OF THE PARTY WITH SEAL

WITNESS

**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 majure 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 Further all disputes arising out of this contract shall be subject to the jurisdiction of courts of Dibrugarh.

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 BVFCL is committed to a corruption free work environment. All the works/ purchases / services contracts and commitments of BVFCL will be honored without the citizen having to pay any bribe. In case any person demands any bribe, it is the duty of the responsible citizen to inform the matter to Vigilance Officer, BVFCL, Namrup PO Parbatpur, Dist Dibrugarh, Assam, Pin 786623.(Tel no. 0374-2507092/0374-2507167

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