



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED.
(A GOVERNMENT OF INDIA UNDERTAKING)

NAMRUP, P.O.: PARBATPUR, DIST: DIBRUGARH, ASSAM. PIN-786623

Phone: (0374) 2507077, 2507061/7079 FAX - +91 0374 2500 524/ 317

CIN No. U24123AS2002GOI006786/ GST NO. 18AABCB9399R1ZK

E-mail: electrical@bvfc.co.in/info@bvfc.co.in

Ref No.: Elect./Amm-III/NIT-06/2022/803

Date: 26.04.2022

Sub: Notice Inviting Tender for “Supplying, modification and commissioning of 110 V DC, 400Ah, 100A Battery Charger in Amm-III Plant.”

ONLINE TENDERS **under two-bid system (Techno-Commercial bid and Price bid)** are invited for the work as detailed below:

- 1) Name of Work: “Supplying, modification and commissioning of 110 V DC, 400Ah, 100A Battery Charger in Amm-III Plant.”
- 2) Estimated amount : Rs. 6, 43,631.00 including GST.
- 3) Earnest Money Deposit : Tenderer to submit Earnest Money Deposit of Rs.10, 000.00 (Rupees Ten Thousand only).
- 4) Tender Paper Cost : Rs.500.00 (Rupees Five Hundred) only including GST
- 5) Time of Completion : 07 days from the date of site clearance after issuance of Work Order.
- 6) Validity of the Tender : 180 days from the Date of Opening of Tender.
- 7) Type of Bid : Two Stage (Online) through service provider NIC portal (etenders.gov.in)
- 8) Date & Time for bid Opening : 15-30 Hrs. on 25-05-2022
- 9) All requests for interpretations / clarifications in connection with the Tender Documents shall be addressed in Writing to the undersigned at least 10 (Ten) days prior to the closing date of the Tender or in person during office hours on any working day. **Tenderers must visit the site to understand the job thoroughly and submit the bid accordingly.**
- 10) The **rates** should be quoted on Rate/lump sum basis for the complete Scope of Work as per Proforma for ‘**Price Bid**’. The **rates** should be quoted only in the units given in the enquiry. **Price Strictly to be quoted on the Price Bid, if the price quoted in the Techno Commercial Bid, then the bid will not be considered.**
- 11) BVFCL, Namrup reserves the right to reject any or all Tenders without assigning any reason whatsoever and it also does not bind itself to accept the Lowest Tender.
- 12) **Procedure for Submission of Tender:** For obtaining detailed online tender documents and for participation in online tender, parties are requested to visit the online procurement portal <https://www.etenders.gov.in> (Vendor Login)

For any information regarding the submission process of the NIT, the following may please be contacted.

A Central Public Procurement Portal (For e-Tender process / Procedure related matters)

Technical support Contact (For Vendors)

Name: Helpdesk Landline No: 0120-4200462, 4001002, 4001005, And 6277787

Email ID: support-eproc@gov.in

B To participate in e-tendering of BVFCL, please refer “Instructions for Online Bid submission” on

<https://etenders.gov.in/eprocure/app> for system requirement, browser configuration, procedures etc.

- C All the vendors participating in the online e-tendering have to abide by the process involved in the entire work flow of the e-tendering. BVFCL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified / rejected and such vendor shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.
- D It is mandatory for the Bidders to use the digital certificate in all their bidding Process. For submitting bid Through e-tendering, vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000. Guidelines as indicated in <https://etenders.gov.in/eprocure/app> may be complied in this regard. The said digital certificate should bear the name of the company / Bidder who is willing to participate in the tender.
- E It is the entire responsibility of the vendors to protect their own login ID and Password and Keep their digital certificate safe so that is not misused by any other person.
- 13) The Techno-Commercial Bids will be opened online on stipulated date and time. The Techno-Commercial Bids will be scrutinized in details in respect of NIT requirements. The bidders who are found qualified in the Techno-commercial bid will be invited for the opening of the price bids.
- 14) EMD and Tender Paper cost: EMD & Tender paper cost (non-refundable) shall be paid in the form of Demand Draft from SBI/UCO bank drawn in favour of BVFC Ltd. payable at Namrup. Draft charges shall be borne by the party. **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.** Cheques would not be accepted in any case. TENDER SUBMITTED WITHOUT EARNEST MONEY DEPOSIT AND TENDER PAPER COST WILL BE SUMMARILY REJECTED WITHOUT FURTHER REFERENCE.
Scanned copies of EMD & Tender Paper Cost receipt (s) to be uploaded with Technical bid.
The EMD AND Tender paper cost (original hard copies) must reach the office of the Chief Engineer/HOD (Electrical), B.V.F.C.L., Namrup within 10 days of online opening date of the Techno-Commercial bids.
- * Exemption from EMD and Tender Paper Cost.
MSME bidders must submit valid registration certificate from any of the following (or any other body specified by Ministry of MSME) for seeking exemption from submission of EMD and Tender paper cost:
i) National Small Scale Industries Corporation (NSIC)
ii) District Industries Centers (DIC)
iii) Coir Board
iv) Khadi & Village Industries Commission (KVIC)
v) Khadi & Village Industries Board (KVIB)
vi) Directorate of Handicrafts & Handloom.
- * Bid Security/Earnest Money Deposit:
As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprise (MSEs) and the firms registered with concerned Ministries/Department are exempted from submission of Bid Security/Earnest Money Deposit. Further in lieu of Bid Security, Ministries/ Departments may ask bidders to sign 'Bid Security Declaration' accepting that if they withdraw or modify their bids during period of validity etc. they will be suspended for the time specified in the tender documents. Similar provisions also exist in the Manuals for procurement of Works 2019 and Manuals for Procurement of Consultancy & other Services 2017.
- 15) The Tenderers should submit the following information/documents along with the Tenders:
15.1 Full particulars of their capability.
15.2 Address of the OFFICE / WORKS.

15.3 Work Order Copies of similar works carried out by the contractor (as per details given in “Eligibility Criterion” enclosed at Annexure -II) in any Govt./semi Govt. /big reputed private Power Sector, Fertilizer, Refinery & Petrochemical plant, along with Job Completion Certificate issued by the customer showing experience of having successfully completed similar works during the last 7 (Seven) Years ending last day of month previous to the one in which applications are invited which should be either of the followings:

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

Or

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

Or

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

15.4 Performance feedback for the completed works submitted as above (at 15.4 above) from the respective customer(s) need to be submitted except in case of works completed at BVFCL.

15.5 The complete Address of the Organizations along with contact details (telephone/mobile number) of the concerned officer for which such works were/have been executed shall be furnished for obtaining information by BVFCL as and if required.

15.6 Average Annual Financial turnover during the last 3 years, ending 31st march, 2021 should be at least 30 % of the estimated cost.

15.7 An Affidavit on Non-Judicial Stamp Paper for Rs. 100/- duly attested by Notary stating that:

- i) The Tenderer / their Associates / Sister Concerns etc. have not been black listed or put on holiday by any Institutional Agency / Government Department for participating in the Tender.
- ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting Tenders for the work.

In the absence of the above documents/information (15.1 to 15.7), tenders shall not be entertained.

16) The following information/documents shall also have to be submitted along with the Tender failing which the tender shall be liable to be rejected:

16.1 Permanent Account Number (PAN) from Income Tax Authorities.

16.2 P.F. Registration Numbers (PF No.) from Provident Fund Authorities.

16.3 Copy of GST registration certificate.

16.4 Average annual financial turnover during last three financial years ending on 31st March, 2021 duly certified by practicing CA.

16.5 If a Tenderer has relations, whether by blood or otherwise, with any of the employees of BVFCL, the Tenderer must disclose the relations in the form of a Declaration attached at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.

If yes, give the following details duly filled in the Declaration Form-II:

- a) Name & Designation of The Employee
- b) Place of Posting
- c) Relationship with the Employee

17) **E-Reverse auction may be carried out among the techno commercial acceptable bidders through the Service provider i.e <https://eauction.gov.in> , after opening of Price Bids.**

18) Information shall be provided to the bidders about the rejection of any bid, if asked.

19) Incomplete Tenders or Tenders not accompanied with the required detail/ EMD or Tenders received late/ delayed tenders would be liable to be rejected without any further reference whatsoever.

20) Tenderer shall confirm in their quotation the acceptance of all terms and conditions of NIT including Special Terms, General Terms & Conditions and Scope of Work by duly signing under their official seal on each page of the scanned copies of all these documents failing which the offer will be rejected.

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

22) The EMD shall be addressed to:

Brahmaputra Valley Fertilizer Corporation Ltd., Namrup
P. O. – Parbatpur – 786623
Dist-Dibrugarh (Assam)

23) Tender information's are also available in B.V.F.C.L.'s website www.bvfcl.com and Govt. of India's website www.etenders.gov.in

24) BVFCL is committed to a corruption free work environment. "All the above purchases, services and commitments of BVFCL will be honoured 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 the Vigilance Officer, BVFCL, Namrup, P.O. Parbatpur, Dist. Dibrugarh, Assam, PIN 786 623 (Tel no. 0374- 2507092/0374 2507167)

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

Thanking you,

For Brahmaputra Valley Fertilizer Corporation Limited, Namrup

(P Konwar)
Addl. Chief Engineer (Electrical)

TENDER DOCUMENT

FOR

“Supplying, modification and commissioning of 110 V DC, 400Ah, 100A Battery Charger in Amm-III Plant.”

NIT No.:- Elect./Amm-III/NIT-06/2022/803

Date: 26.04.2022



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
ELECTRICAL DEPARTMENT
BVFCL, NAMRUP**

CLAUSE-I: SCOPE OF WORK:

Name of the work: “Supplying, modification and commissioning of 110 V DC, 400Ah, 100A Battery Charger in Amm-III Plant.”

* Bidders are advised to visit the site to assess the job and inspect at their own expenses before submitting the Bid. If specifically not mentioned hereinafter or not mentioned anywhere else, the scope of work shall include but not be limited to the following:

Scope of Work :

(i) The contractor shall supply following materials of 110 V DC, 400Ah, 100A Battery Charger:

- 1) Power Transformer Suitable for 110VDC/100A
- 2) Filter choke (.57mh/136A)
- 3) DC capacitor 4700mfd/250
- 4) Annunciation windows 12windows box
- 5) SCR module
- 6) Heat Sinks Suitable for above SCR Module
- 7) Blocking diode for 200A
- 8) Heat sink suitable for blocking Diode
- 9) Shunt with meter (150A)
- 10) AC input contactor 50A/240V AC coil
- 11) DC power contactor 150A/110V DC coil
- 12) AUX Contactor (2no,2nc) for above DC contactor 9A/110-160V DC
- 13) AC input over load relay 30-50A
- 14) AC input fuse with base 63A
- 15) Semiconductor fuse 200A
- 16) Cap fuse 100A with base
- 17) CT for AC input current 50A with meter 50A/5A
- 18) Current TDR input (0-75mV, o/p 0-10V)
- 19) Glass fuse with base
- 20) Pot 10K/1W
- 21) Pot bracket
- 22) 6way terminal
- 23) Aux transformer pcb (I/p-415V,0-19V,0-33V)
- 24) 3 Phase SCR Controller
- 25) Assembled Pulse Transformer Card.
- 26) Assembled PCB SSA 3.
- 27) Assembled PCB UV OV PCB
- 28) Timer PCB.
- 29) Relay 240VAC 3C/0
- 30) Cables 0.5sq mm
- 31) Cables 1.5 sq mm
- 32) Cables 6 sq mm
- 33) Cables 35 sq mm

(ii) Fixing of all the above materials along with checking, rectification and modification of control circuit.

(iii) The party shall test and commission the battery charger.

(iv) Guarantee: The materials shall be guaranteed for a period of 18 months from the date of receipt or for 12 months from the date of commissioning and if any defected material is found, it will be replaced without extra cost to the purchaser.

Arrangement of any other item not specifically mentioned here in above or not mentioned anywhere else, but required to complete the entire jobs shall be included in contractor's scope.

CLAUSE-II: BVFCL's Scope :-

- a) BVFCL Guest house accommodation for the Contractor's working staff to the extent possible may be made available free of cost during execution of site work.
- b) Temporary gate pass facilities for Contractor's engineer will be extended on application in standard format as prescribed.
- c) Safety work Permit for carrying out the job shall be made available.
- d) Medical facilities to the extent possible shall be extended on chargeable basis at the rate as applicable to outside party.

CLAUSE-III: GENERAL TERMS & CONDITIONS:

1. Interested Tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, Submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.
2. **Bidder to acquaint himself fully:** The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope of work, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.
3. The Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.
4. The company reserves the right to accept the lowest or any other tender in part or in full or award parallel contracts or reject all or any of the tenders without assigning any reasons.
5. **The following tenders will be liable to summary rejection:**
 - 5.1 Tenders submitted by Tenderer who resort to canvassing.
 - 5.2 Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
 - 5.3 Tenders not accompanying the required details / Tender Cost / Earnest Money / Bid Security Declaration etc.
 - 5.4 Tenders received late / delayed.
 - 5.5 Tenders, who contain uncalled for remarks or any alternative additional conditions.
6. If the tenderer has relations whether by blood or otherwise with any of the employees of the BVFCL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which BVFCL shall reserve the right to reject the tender or rescind the Contract.
7. **Quantum of Job:** The estimated value of work has been given on the basis of technical assessment and indicates approximate quantities. However, the Contractor shall have to execute any or all the jobs depending upon the modifications & requirements of job. The rates shall remain firm for the increased or decreased quantities. **However, BVFCL will not give any guarantee for minimum billing or minimum quantum of work during the contract.**
8. **Escalation in Rates:** The rates quoted will be firm till the currency of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
9. **Validity of Contract:** The contract shall remain valid for a period of 120 days reckoned from the date of its award.

10. **Earnest Money Deposit:** Tenderer to submit Earnest Money Deposit of **Rs. 10,000.00 (Rupees Ten Thousand)** only and Tender Paper Cost of **Rs.500.00 (Rupees Five Hundred)** only in the form of Demand Draft from SBI/UCO bank drawn in favour of BVFCL payable at Namrup / by challan (format is available at our corporation's website) and scanned copy of receipt to be uploaded with Technical bid. Cheques would not be accepted in any case. The Earnest Money and TPC shall not be accepted in any form other than specified above. **Tenders received without EMD and TPC or Bid Security Declaration are likely to be rejected.**
11. **Terms of Payment:**
- 11.01 Payment shall be made against submission of Bills/Invoices in triplicate duly certified by BVFC Engineer-in-charge, as per detail given below :
- i) **97 % of the contract value:** On successful completion of entire scope of work.
- ii) **Balance 3 % of the contract Value:** Shall be retained by BVFCL, Namrup, as Security Deposit for a period of 12 (Twelve) months from the date of successful completion of entire scope of work, 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.
- 11.02 All the statutory taxes and duties shall be paid extra, as applicable, to tenderer / deducted from tenderer's bills, as the case may be, at usual and prevailing rates. Income Tax however shall be deducted from bills.
- 11.03 GST, if and as applicable, shall be paid at usual and admissible rate on production of copy of valid GST Registration Certificate issued by appropriate Excise Authority.
- 11.04 Bill will be released within 30 days after submission of Final Bill duly certified by the executing department.
- 11.05 Any clarification from you on the bill submitted by you should be sought with 15days; similarly you should be required to submit the clarification within that time.
12. Liquidated damage for delay in Mobilization and Completion of the job:
Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within 07 (Seven) days including Sundays and Holidays from the date of site clearance after issuance of the work order. Any delay in mobilization for executing the work by you or unprofessional attitude of yours causing delay in completion of the work, 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.
- 13 Tax Deduction at Source: Statutory deduction on account of Income Tax / Works Tax & other Taxes on Works Contracts shall be made from the bill of the Tenderer at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws of Assam at the time of release of payment to the Tenderer.
- 14 **GUARANTEE & SECURITY DEPOSIT:**
 The contractor shall give work performance guarantee for a period of 12(Twelve) months from the date of successful completion of the job. 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.
- 15 **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 BVFCL. The stamp duty shall be borne by the contractor.
- 16 Contractor shall, at all times, keep BVFCL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Equal Remuneration Act 1976, Workman's Compensation Act 1923, Employees' Liability Act 1938, Employment of Child Labour Act 1938, Abolition of Bonded Labour Act and Contract Labour (Regulation & Abolition) Act 1970 or any other Act(s) regulating the employment of labour by the Contractor.
- 17 **Force Majeure:** The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor BVFCL shall be considered to be in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of **War, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident, Fire,**

Cyclone, Wind, Flood, Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons, or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond reasonable control of the parties hereto, or because of any Act of God. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of **Force-Majeure lasting continuously for a period of three months**, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

18 Any defect noticed during various stage of inspection, while the work will be under progressed as per scope, shall be rectified / made good by the contractor to the satisfaction of BVFCL before proceeding further. Irrespective of the inspection, repair and approval at intermediate stage of work, the Contractor shall be responsible for making good any defect found during final inspection and guarantee period.

19 Sub-Contracting: Sub-Contracting of the job is will not be allowed.

20 If the Contractor fails to fulfill his obligations under the contract, BVFCL shall have the right to get the work done by the agency other than the Contractor, at the Risk and Cost of the Contractor, till the expiry of the period of the contract.

21. Default or failure by Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Consultant.

21.1. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.

21.2. If the Contractor abandons the work,

21.3. Persistently disregards the instructions of the BVFCL in contravention of any provision of the Contract, OR

21.4. Persistently fails to adhere to the agreed program of work, OR

21.5. Sublets the work in whole or in part thereof without BVFCL's consent in writing,

21.6. Performance is not satisfactory or work is abnormally delayed.

21.7. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the BVFCL within fifteen days after written notice of such default is provided to the Contractor. BVFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the BVFCL. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by the BVFCL as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONSULTANT and acceptable to BVFCL, up to the date of termination.

22 Termination of Contract: Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of BVFCL under the Contract or otherwise including right of BVFCL for compensation for delay the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Consultant in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise And whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract.

23 Rights of BVFCL: A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and BVFCL reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available. In the event the Contractor Fails to fulfill his obligations under the CONTRACT, the BVFCL shall have the right to get the work done by any other agency /own resources at the risk and cost of the Contractor.

- 24 Continued Performance:** The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.
- 25 Engineer In- Charge:** The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work of the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.
- 26 Contractor to Remove Unsuitable Employees:** The Contractor shall, on instruction of the Engineer In-Charge, immediately remove from the work any person employed thereon who misbehaves or causes any nuisance or otherwise in the opinion of the Engineer In-Charge is 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 In-Charge.
- 27 It is understood by the contract that in the event of any losses/damages caused to the BVFCL due to the reasons whatsoever within his control and the same losses/damages are approved, the contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law.
- 28 Loss to Plant During Execution:** Any damage or loss caused to the plant equipment etc., during execution of this contract by the Contractor's employees will need to be compensated by the Contractor at his own cost and risk.
- 29 Wages shall be paid by the Contractor to the workman directly without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.
- 30 The Contractor shall ensure that the Payment of Wages to Labourer has been made in accordance with minimum Wages Act. If at any time, it is noticed or it comes to the knowledge the payment to the Labourer employed by the Contractor is not made in accordance with the Minimum Wages Act, BVFCL shall reserve the right to take remedial action to regulate the payment.
- 31 The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.
- 32 In case of non-compliance with any of the conditions / provisions contained in E.P.F. Act 1952 as amended From time to time, BVFCL reserves the right to provisionally retain 24% of the Contractor's payment towards employees' and employer's contributions, which may be released only on verification of Challan by Engineer In-Charge for deposit of PF Contribution.
- 33 The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.
- 34 Workmen Compensation / Insurance:**
- 34.1 The contractor shall at all times indemnify the owner against any claim which may be made under the ESI Act 1948 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.

- 34.2 In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being enforce, BVFCL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work, BVFCL will recover the amount of the compensation so paid from the Contractor's bill.
- 34.3 The contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the Act. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and BVFCL will not bear any liability whatsoever on this account. Further, he will also indemnify BVFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- 34.4 The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the contractor shall submit to BVFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.
- 35 The BVFCL will not be responsible for any injury sustained by the workers of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contractor and His workers. All liabilities arising out of any provision of Labour Acts/ Enactments hereto in force shall be the responsibility of the Contractor. BVFCL under the Contract will recover any other expenditure, incurred by BVFCL to face the situation arising out of the negligence of the Contractor from his dues payable.
- 36 The Contractor shall indemnify and keep indemnified the BVFCL against all losses and claims for injuries or damages to any person or property of BVFCL whatsoever which may arise out of the consequence of the execution of works either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto.
- 37 The Contractor shall ensure that all the formalities, required to be completed under the existing laws of India For and/or in connection with engaging/employment of labourers, have been fulfilled. BVFCL shall be under No obligation to accept / admit any claim on this behalf.
- 38 Alterations, Omissions, Additions Or Substitutions of Work:**
BVFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original specifications and instructions which may be considered necessary, during the progress of work and the Contractor shall carry out the work in accordance with any instruction which may be given to him in writing duly signed by the Engineer In-Charge. Such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional or substituted work, which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the main work.
- 39 Conciliation & 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 arbitration in accordance with the ICADR Arbitration Rules, 1996. Under such case, authority to appoint Arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution'.
The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.
Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.
- 40 The contract shall be **governed by and construed in accordance with the Laws of India** and provisions of various Labour Laws like Factories Act 1948, Industrial Disputes Act 1947, Contract Labour (Regulation &

Abolition) Act 1970, Maternity Act 1961, Workmen's Compensation Act 1923, Payment of Wages Act 1936, Minimum Wages Act 1948, Employee's Provident Funds & Misc. Provisions Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972 etc. and any other Law / Legislation which may be applicable from time to time (The above Acts are only illustrative and not exhaustive).

- 41 **Jurisdiction:** Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of this contract it shall be only the court of competent jurisdiction at Dibrugarh alone (where the contract shall be deemed to have been entered into) to try such suits to the exclusion of all other courts of the country and all causes of action in relation to the contract will therefore be deemed to have arisen within the **Jurisdiction of the Court at Dibrugarh (Assam) only.**
- 42 BVFCL is committed to a corruption free environment, "All the works contract, services and commitments of BVFCL will be honoured without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of responsible citizen to inform the matter to Vigilance Office, BVFCL Namrup, Assam (Tel. No. 0374 2507092 / 0374 2507167)

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

(P Konwar)
Addl.Chief Engineer (E)
BVFCL Namrup

GENERAL INFORMATION

<i>Particulars</i>	
<i>Name and address of Firm/Agency</i>	
<i>Telephone /Mobile No.</i>	
<i>Fax no.</i>	
<i>E- mail address</i>	

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD. NAMRUP
(A Govt. of India Undertaking)
ELECTRICAL DEPARTMENT
Sub: NIT No. Elect./Amm-III/NIT-06/2022/803 Date: 26.04.2022

Techno-Commercial Bid		
Sl.No.	Particulars	Bidder's Response
1	Status of the Contractor (Proprietorship/partnership/firm)	
2	Uploaded scanned copies of average annual financial turnover during the last three years ending 31 st March ,2021 should be at least 30% of estimated cost.	
3	Upload scanned copies of work order(s) along with successful completion certificate of similar works. Satisfactory completion certificate of experience/ respective Work order (s) (mere completion certificate will not be accepted.)	
4	Upload scanned copy of recent financial resourcefulness certificate from any Nationalize Bank.	
5	Upload scanned copy of PAN NO. in his own name.	
6	Upload scanned copy of GST registration certificate in his own name.	
7	Upload scanned copy of DD/Bank Challan towards required EMD.	
8	Upload scanned copies of NIT (Annexure-I,II,III,IV & V) duly filled and signed/sealed as confirmation of agreeing to all the terms & conditions of NIT.	
9	Attested copy of "bid security declaration" (Annexure-V) in lieu of EMD along with NSIC & MSME certificate, if any	
10	Confirmation of participation in e-reverse auction	

Signature

Name of the Tenderer

Mobile No.....

I/We agree with the above
Signature of Contractor with Seal

Name of work: “Supplying, modification and commissioning of 110 V DC, 400Ah, 100A Battery Charger in Amm-III Plant.”

4. Contractor shall stand guarantee for minimum 18 months for cable and workmanship from the date of commissioning.

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Eligibility Criteria for Vendors

- 1) The bidder should be a service provider who has experience in the last 7 years on similar nature jobs. There relevant documentary proof like work order copies/satisfactory completion certificates to be enclosed along with the technical bid.
- 2) Work Order Copies of similar works carried out by the contractor (as per details given in “Eligibility Criterion” enclosed at Annexure -II) in any Govt./semi Govt. /big reputed private Power Sector, Fertilizer, Refinery & Petrochemical plant, along with Job Completion Certificate issued by the customer showing experience of having successfully completed similar works during the last 7 (Seven) Years ending last day of month previous to the one in which applications are invited which should be either of the followings:
 - a) Three similar completed works costing not less than the amount each equal to 40% of the estimated cost.
Or
 - b) Two similar completed works costing not less than the amount each equal to 50% of the estimated cost.
Or
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- 3) The job shall be carried out on single point responsibility basis. As such the bidders are required to quote for complete scope of work. Bidding for part jobs is not acceptable.
- 4) Average Annual Financial turnover during the last 3 years, ending 31st march, 2021 should be at least 30 % of the estimated cost.
- 5) Permanent Account Number (PAN) from Income Tax Authorities
- 6) P.F. Registration Number (PF No.) from Provident Fund Authorities
- 7) Copy of GST registration certificate.
- 8) If a Tenderer has relations, whether by blood or otherwise, with any of the employees of BVFCL, the Tenderer must disclose the relations in the form of a Declaration attached at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.

If yes, give the following details duly filled in the Declaration Form-II:

- a) Name & Designation of The Employee
- b) Place of Posting
- c) Relationship with the Employee

DECLARATION FORM-I

Quotation No.: _____

Date: ____/____/____

To**Addl.C.E. (Elect.)****M/s. Brahmaputra Valley Fertilizers Limited, Namrup****Parbatpur-786623****District- Dibrugarh, Assam.****Subject:** Notice Inviting Tender for “Supplying, modification and commissioning of 110 V DC, 400Ah, 100A Battery Charger in Amm-III Plant.”

Sir,

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of “Supplying, modification and commissioning of 110 V DC, 400Ah, 100A Battery Charger in Amm-III Plant” at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s Brahmaputra Valley Fertilizers Corp. Limited and hereby bind myself/ourselves to complete the work schedule and progress of work. I / We further agree to abide by the conditions of contract and to carry out all works within the specified time in accordance with applications, workmanship and instructions referred to in the **Notice Inviting Tender**.

In case of acceptance of the Tender by the Brahmaputra Valley Fertilizer Corporation Limited, I / We bind myself /ourselves to execute the contract as per the conditions mentioned in the tender document, failing which, I / We shall have no objection to the forfeiture of the Earnest Money lodged with the Brahmaputra Valley Fertilizers Limited, Namrup.

(Signature of Tenderer with Seal)**Name:** _____**Address:** _____**Place:** _____**Date:** _____

DECLARATION FORM-II

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

Sl. No.	DESCRIPTION	YES / NO (If Yes, give the following details)		
1	If a Tenderer has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender, failing which, BVFCL shall reserves the right to reject the Tender or rescind the Contract.	Name and Designation of the Employee	Place of Posting	Relation with the Employee
2	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.	<u>P.F. Registration Number</u>		
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.	<u>PAN No</u>		
4	GST Registration No. with Documentary Proof. Accounting Code No. & S.T. Code No.			
5	ESI Registration No. Along with documentary proof thereof.	<u>ESI Reg. No.</u>		
6	If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the party is not registered as per MSMED Act, 2006.			
7	The bidder shall submit the name and address of the firm/ company along with its constitution giving status of the same such as sole proprietorship / partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.			

(Signature of Tenderer with Seal)

Name: _____

Address: _____

Place: _____

Date: _____

BID SECURITY DECLARATION

To,

Addl.CE (Electrical)

BVFCL, Namrup

Sub: “Supplying, modification and commissioning of 110 V DC, 400Ah, 100A Battery Charger in Amm-III Plant.”

I/We have read the Central Govt. Notification no. F.9/4/2020-PPD dtd. 12th Nov. 2020 under Ministry of Finance and accept that if I/We withdraw or modify our bid during period of bid validity, I/We will be suspended for the time specified in the tender document.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

or

- b) having been notified of the acceptance of our Bid by the you during the period of bid validity fail or refuse to execute the contract.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- i) The receipt of your notification of the name of the successful Bidder;

or

- ii) Thirty days after the expiration of the validity of my/our Bid.

Thanking you.

Yours faithfully

For M/s :

(Signature of Contractor/ Bidder with SEAL)

Address:

.....
.....
.....

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.
2. Singular and Plural.
3. Heading.
4. Law Governing the Contract.
5. Service of Notice of Contract.
6. Occupation and Use of Land.
7. Commencement of Work.
8. Work During Night.
9. Tender Documents Available for Inspection.
10. Incomplete Tender Paper.
11. Earnest Money and Security Deposit.
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.
18. Tenderers liable to Rejection.
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.
 3. **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.

(2)

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 03% 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.

- 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.

(4)

- 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.

(5)

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.C.L.** – 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.

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

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 that 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, rood 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 mater 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 charges 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

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

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.

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 _____ 2022
For _____ Bank.

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