

**Brahmaputra Valley Fertilizer Corporation Limited
Namrup**



Tender Documents for Agency/organization/institute to conduct written test offline mode for recruitment of 45 nos. workmen category for the posts of Office Assistant Gr-III, Operator Trainee, Technician Trainee (Machinist/Welder/Electrical/ Instrumentation), Boiler Attendant, Cable Joiner Trainee, Fireman and Helper (Operation/ Maintenance) in Brahmaputra Valley Fertilizer Corporation Limited. (BVFCL)

1. Tender Particulars

| | | |
|----|---|--|
| a. | Tender Enquiry No. & Date | 002/BVFCL/Pers/NIT-Recruit/2022/98 Date: 24/01/2022 |
| b. | Class of Tender | Open Online |
| c. | Name of work | Agency/organization/institute to conduct written test offline mode for recruitment of 45 nos. workmen category for the posts of Office Assistant Gr-III, Operator Trainee, Technician Trainee (Machinist/Welder/Electrical/ Instrumentation), Boiler Attendant, Cable Joiner Trainee, Fireman and Helper (Operation/ Maintenance) in Brahmaputra Valley Fertilizer Corporation Limited. (BVFCL) |
| d. | Earnest Money Deposit | Nil (Bidders have to submit Bid Security Declaration in-lieu-of Earnest Money Deposit, as per Annexure-L) |
| e. | Type of bid | Two Stage |
| f. | Security Deposit cum Performance Bank Guarantee | 3% of the total contract value to be released after 6 months from successful completion of the contract. |
| g. | Tender Closing date | 14.02.2022 , 03:00 pm |
| h. | Tender Opening date | 14.02.2022 , 03:30 pm |
| k. | Validity of Bid | 120 days from the date of tender opening |
| l. | Tender to be addressed to | Manager (HR), Brahmaputra Valley Fertilizer Corporation Limited, Namrup P.O.-Parbatpur, Dist. – Dibrugarh , Assam PIN 786 623 Email: dhembram@bvfc.com Phone: 0374-2500652 |

2. Enclosures

- Instructions to Tenderers (**Annexure-A**)
- Technical & Commercial Terms including Scope of work, Special requirements & other terms & conditions (**Annexure-B**)
- Schedule of Rates (**Annexure-C**)
- Declaration Form (**Annexure-D**)
- Undertaking (**Annexure-E**)
- Format for Agreement (**Annexure-G&H**)
- Format for Bank Guarantee (**Annexure-I**)
- Bidders Information (**Annexure-J**)
- Declaration for Acceptance of Tender Terms and Conditions (**Annexure-K**)
- Declaration regarding Clean Track by Bidder Declaration for Clean Track Record (On Company/firm's Letterhead)(**Aneexure-L**)
- Bid Security Declaration Form (**Annexure-M**)

INSTRUCTIONS TO TENDERERS

- 1) Quotation of bidders against this Tender must be uploaded by prospective bidders on or before the tender closing date & time.
- 2) **Important Dates:** The following is an indicative timeframe for the overall process. BVFCL reserves the right to vary this timeframe at its absolute and sole discretion and without providing any reasons thereof. However changes to the timeframe will be communicated to the affected Respondents during the process.

| Particulars | Details |
|--|--|
| Tender Number | 002/BVFCL/Pers/NIT-Recruit/2022/98 Date: 24/01/2022 |
| Tender Title | Agency/organization/institute to conduct written test offline mode for recruitment of 45 nos. workmen category for the posts of Office Assistant Gr-III, Operator Trainee, Technician Trainee (Machinist/Welder/Electrical/ Instrumentation), Boiler Attendant, Cable Joiner Trainee, Fireman and Helper (Operation/ Maintenance) in Brahmaputra Valley Fertilizer Corporation Limited. (BVFCL) |
| Date of Publishing of RFP | Date: 24.01.2022 |
| Documents Download End Date & Time | 14.02.2022 , 03:00 pm |
| Bid submission last date & time | 14.02.2022 , 03:00 pm |
| Bid opening and Technical bid opening date &time | 14.02.2022 , 03:30 pm |
| Commercial bid opening date & time | To be notified later |
| Place of Opening of Bids | BVFCL's Corporate office at Namrup, District Dibrugarh, Assam |
| Contact Persons for any clarifications/ Submission of Bids | Dasmat Hembram |
| Contact Numbers/ Email | 6002784176/ dhembram@bvfc.com |

BVFCL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the suppliers by email/fax/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the bidder to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. BVFCL shall not be responsible if a bidder is not able to participate in any activity related to this tender due to change in tender schedule.

3.Mode of Tendering

Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) intends to select a vendor to conduct written test offline mode for recruitment of 45 nos. workmen category for the posts of Office Assistant Gr-III, Operator Trainee, Technician Trainee (Machinist/Welder/Electrical/ Instrumentation), Boiler Attendant, Cable Joiner Trainee, Fireman and Helper (Operation/ Maintenance) in Brahmaputra Valley Fertilizer Corporation Limited. (BVFCL) as per scope given in the tender document against this tender, in two part bid system, through e- tendering.

1. Central Public Procurement Portal (For e-Tender process / Procedure related matters)**Technical Support Contact (For Vendors)**

Name : Helpdesk Landline No : 0120-4200462,4001002,4001005, 6277 787

Email ID: support-eproc@gov.in

2. 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.

3. All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow 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.

4. 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.

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.

Tender documents would also be available for downloading at BVFCL's website <https://www.bvfcl.com> and also at Central Public Procurement Portal (CPPP).

Bidder shall submit their bid and participate in this tender as per the requirements of the e- tendering system. However, in case of any help/clarification, Bidder may contact the following:-

- a) M/s Brahmaputra Valley Fertilizer Corporation Limited
Dasmal Hembram, Manager (HR), Email: dhembram@bvfc.com ,

4. To participate in e-tendering, please refer to the User Manual for System requirement, Browser configuration, procedures etc.
5. All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow 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.
6. It is mandatory for the Bidders to use the Class III Digital Signature Certificate issued by any India CA approved by CCA of India.
7. 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.
8. Tender Schedule:
The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening and subsequent clarification/amendment in schedule etc. shall be published on e-tendering portal.
Tender Schedule is as per clause No 2 above.

Note: After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended /amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is pre-poned / amended.

9. Tender Opening:
The tenders will be opened electronically, at BVFCL's Corporate Office in the presence of representatives of Bidders who wish to attend the bid opening. However, submission of bids may be done by Bidders from their office or from place of their choice.
Technical Bids shall be opened electronically in the presence of those Bidders who wish to be present.
Price bids shall be opened only of those Bidders who are found Technically Qualified, electronically in the presence of those Bidders who wish to be present.
10. BVFCL reserves the right to reject or accept any tender without giving any reason.
11. SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED:
BVFCL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by BVFCL, the following remedial measures shall be taken under such an eventuality:-

| | | |
|----|--|---|
| 1. | Tender is prepared and released but vendors are not able to submit their bids. | The due date of closing/opening shall be extended suitably. |
| 2. | Bids have been submitted but the same cannot be opened by BVFCL. | The due date of opening shall be extended suitably. |

The details required in the Annexure & Forms shall also be enclosed. BVFCL may reject any proposal not containing all the requirements called for in various Annexure & Forms. The Bidder who does not qualify Technical Bid evaluation, their commercial Bids shall not be opened.

Prices quoted by the bidder shall be fixed during the currency of Contract and shall not be subject to any variation except for variations in statutory levies i.e., rates of GST applicable, for the quoted items indicating clearly HSN code of item / SAC Code in easy of service and applicable category of GST (i.e. whether IGST,CGST,SGST,UGST). Which shall be paid / reimbursed on actual basis on production of bills provided the execution is within scheduled time period as specified in the contract.

12. The Tender Enquiry number must appear on all correspondence and documents. While submitting the bids, Tenderer shall ensure the completeness of the information/documents as detailed in the tender document.
13. Any clarifications on procedure, tender specification both technical and commercial can be had from above mentioned address / e-mails at any time before tender closing date and time either personally or by post at least 7 days prior to closing date of the Tender. Postal delays shall not cause postponement of tender processing date & tenderers in their own interest shall take all steps that are necessary for them to participate in tender well in time.
14. All information sought by BVFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of tenderer to comply with requirements of BVFCL within stipulated time shall entitle BVFCL to proceed with the tenders on the basis of information available with it. No responsibility for any delays shall rest on BVFCL.
15. Tender shall be submitted under a Two-Stage Bid system electronically as specified below:
 - i. **First Envelope** shall be for: **"Technical& Commercial Un-Priced Offer"**. It shall contain all the required documents as spelt out in the tender document.
 - ii. **Second Envelope** shall be for: **"Price Bid"** it shall contain item wise Prices as per format for Schedule of Rates for "conducting written test offline mode for recruitment of 45 nos. workmen category for the posts of Office Assistant Gr-III, Operator Trainee, Technician Trainee (Machinist/Welder/Electrical/Instrumentation), Boiler Attendant, Cable Joiner Trainee, Fireman and Helper (Operation/ Maintenance) in Brahmaputra Valley Fertilizer Corporation Limited (BVFCL)" as given at **(Annexure-C)**. All rates should be firm and inclusive of all taxes & duties. No other taxes or statutory levies will be payable during the contract period.
 - iii. First Envelope will be opened on the due date of opening. The tenderer may send their authorized & competent representative to take part in the discussions on the Technical & Commercial Terms as and when called for. During the discussions, the representative should be able to take immediate decision on all the matters pertaining to the bid. The representative of the tenderer must submit the authorization letter for taking part in the discussions.
16. BVFCL reserves the right to accept or reject any bid in whole or in part or accept other than lowest bid without assigning any reason thereof.
17. BVFCL may not consider any bid, which is incomplete or not submitted in accordance with the provisions, set forth in the bid documents as incomplete and may reject the same or waive any deficiencies in any or all the bids.
18. The tenderers must sign all the papers of their bid. All corrections and alterations in the Tender will be signed in full with date by the tenderer. No eraser or overwriting is permissible.
19. Validity of the bids shall be for 120 days from the date of opening of the price bid.
20. The price bids of only such tenderer will be opened who meet all the laid down Technical & Commercial requirements. The date and venue of price bid opening will be intimated to the tenderers.

21. The tenderer shall confirm in the technical & commercial bid that all the payment & other terms & conditions stipulated in the enquiry are acceptable to them.
22. The Tenderers shall quote their rates with reference to each item of Annexure-C, Schedule of Rates and shall quote total cost of the package. In case if any deviation is found in total contract price mentioned by the Tenderer in the price bid, the total contract value arrived at by using the unit rates shall be considered by BVFCL for the purpose of evaluation of bids. The Tenderer shall also confirm in the technical bid that the unit rates quoted in the price bid are inclusive of all costs and no separate cost shall be considered.
23. Any clarifications on procedure, tender specification both technical and commercial can be had from the Office of Manager (HR) at any time before tender closing date and time either personally or by post at least 7 days prior to closing date of the Tender. Postal delays shall not cause postponement of tender processing date & Bidders in their own interest shall take all steps that are necessary for them to participate in tender well in time.
24. Bidder should quote for all the items given in Schedule of Rates (Annexure-C).
25. Tenderer shall certify that none of BVFCL's ex-employee is employed with them (In case any ex-employee of BVFCL is employed furnish details separately).
26. Tenderer shall certify that none of the Employee of BVFCL is related to owner/Director of the firm Sister/group/associates Company/Concern
27. The prospective Bidders having any common proprietor/partners/ Directors/managing Partners, etc. shall be considered as Sister/Group/Associates Company/Concern. In such cases, only one of them will be eligible for participation in the tender. Bidders have to submit a declaration on letter head along with the technical bid that:
 - a. No other Firm/Sister concern/Associate belonging to the same group is participating/submitting this tender.
 - b. That the bidders, their associates, Sister Concern, etc. have not been black listed by any institutional agency/Govt. Dept./Public Sector Undertaking in the last two years.

In case of concealment of any fact, if detected later on, such Bidders will be debarred from all future dealings with BVFCL as well as cancellation of their bid for this tender.

28. **Make Good Of Any Losses / Damages**
It is understood by the contract that in the event of any losses / damages caused to the owner (BVFCL) due to the reasons whatsoever within his control and the same losses / damages are approved, the Successful Bidder has to make good all the consequential damages / losses to the BVFCL without any protest and demur. The damages / losses shall be a part from other claims / damages to which the BVFCL is entitled under the contract or in the course of Law.
29. **Compliance of existing laws of India**
The Successful Bidder shall ensure that all formalities/permissions /licenses required are completed/complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement/employment of labourers.
30. **Indemnity**
The Successful Bidder shall indemnify BVFCL and keep indemnified for any loss or damage, cost or consequences that BVFCL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. The Successful Bidder shall always remain liable to BVFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not)) suffered by BVFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify BVFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.
31. **The Tenderer or its any subsidiary shall not participate in the bidding process for "Conducting written test offline mode as partner for recruitment of 45 nos. of workmen category in BVFCL".**

Technical and Commercial Terms & Conditions**1) Background**

Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) manufactures Neem Coated Urea and markets the products under the brand name "MUKTA". It is located in the district of Dibrugarh in the state of Assam situated in the North Eastern part of the country. It is the only neem coated Urea manufacturing Company in North East. The nearest railway station is NAMRUP, which is 5Km. away from the factory. The nearest Airport is DIBRUGARH, 75 Km away from Namrup. Namrup is well connected by roadways / railways with all parts of the country.

The marketing territory of BVFCL consists of the entire North Eastern Region, West Bengal, Bihar and part of Jharkhand. BVFCL is the Lead Fertilizer Supplier (LFS) in entire NE Region with a market share of more than 70%.

We are in process for recruitment 45 nos. of posts under workmen category Office Assistant Gr-III, Operator Trainee, Technician Trainee (Machinist/Welder/Electrical/ Instrumentation), Boiler Attendant, Cable Joiner Trainee, Fireman and Helper (Operation/ Maintenance). The selection will be done through written test.

2) SCOPE OF WORK:**A. DSIGNING & DEVELOPMENT OF QUESTION PAPERS FOR WRITTEN TEST**

1. Development of multiple choice question papers as mentioned below:

Details of the objective type tests, no. of questions and duration will be as follows:

- i. For the post of Office Assistant Gr-III (Maximum 100 marks)

| SL.No | Type of Test | No. of questions | Maximum marks | Duration |
|-------|--------------------------------|------------------|---------------|----------|
| 1 | General English | 20 | 20 | 3 hours |
| 2 | General Knowledge | 20 | 20 | |
| 3 | Reasoning & Analytical ability | 20 | 20 | |
| 4 | Computer Knowledge | 40 | 40 | |
| | Total | | 100 | |

- ii. For the post of Operator Trainee (Maximum 100 marks)

| SL.No | Type of Test | No. of questions | Maximum marks | Duration |
|-------|--------------------------------|------------------|---------------|----------|
| 1 | General English | 20 | 20 | 3 hours |
| 2 | General Knowledge | 20 | 20 | |
| 3 | Reasoning & Analytical ability | 20 | 20 | |
| 4 | Subject knowledge. | 40 | 40 | |
| | Total | | 100 | |

- v. For the post of Technician Trainee (Machinist/Welder/Electrical/ Instrumentation) (Maximum 100 marks)

| SL.No | Type of Test | No. of questions | Maximum marks | Duration |
|-------|---|------------------|---------------|----------|
| 1 | General English | 20 | 20 | 3 hours |
| 2 | General Knowledge | 20 | 20 | |
| 3 | Reasoning & Analytical ability | 20 | 20 | |
| 4 | Subject knowledge (Trade related) separately for each discipline. | 40 | 40 | |
| | Total | | 100 | |

vi. For the post of Boiler Attendant/ Cable Jointer/ Fireman (Maximum 100 marks)

| SL.No | Type of Test | No. of questions | Maximum marks | Duration |
|-------|---|------------------|---------------|----------|
| 1 | General English | 20 | 20 | 3 hours |
| 2 | General Knowledge | 20 | 20 | |
| 3 | Reasoning & Analytical ability | 20 | 20 | |
| 4 | Subject knowledge separately for each discipline. | 40 | 40 | |
| | Total | | 100 | |

vii. For the post of Helper (Maximum 50 marks)

| SL.No | Type of Test | No. of questions | Maximum marks | Duration |
|-------|-----------------------------------|------------------|---------------|-----------|
| 1 | General Knowledge | 10 | 10 | 1 ½ hours |
| 2 | Numeric / mental ability | 10 | 10 | |
| 3 | Reasoning & Analytical ability | 10 | 10 | |
| 4 | General Safety / work environment | 20 | 20 | |
| | Total | | 50 | |

NB: Specific subject question paper (as mentioned at (i) to (vii) above) should be designed discipline-wise separately and the standard should commensurate with the knowledge of applicant in the respective discipline as per our advertised qualification criteria. (As enclosed in Annexure- A)

2. Quality printing of bi-lingual (English & Assamese) question papers in four series i.e. A, B, C, D and OMR answer sheets & dispatch of materials to the test centre at Namrup.
3. OMR Answer sheets and question booklets shall be provided by the successful Bidder & same shall be packed room wise in separate sealed packets.
4. To provide the content of the admit card, roll numbers and seat plan.
5. To provide Invigilators who must be trained and qualified personnel for invigilation and supervision at test centers..
6. Remuneration of invigilators and teachers for exam duty on the day of examination will be paid by the selected party.
7. To conduct written tests for all posts on the same date and time at Namrup, Dibrugarh (Assam)
8. CCTV Arrangement / Video recording of examination centre /rooms and providing of video footage
9. To make arrangement of security from local Police Station to conduct the tests in a peaceful and impartial manner.
10. After written test, to collect and take custody of the answer sheets and other materials supplied for the test including the attendance sheets and admit cards. Scanning of OMR sheets and agency shall prepare/submit discipline wise combined merit list for all the candidates as well as separately category-wise/ merit wise i.e. UR/SC/ST/OBC for each post separately. The merit list must bear candidate's name, Roll nos., marks, etc.
11. To return all the examination materials i.e. hard and soft copy of the question papers, answer sheets, admit cards, merit list etc. to BVFCL.
12. All expenses connected with above scope of work including stationary for all purposes and cost of printing will be borne by the selected party.
13. Total number of applicants will be approximately 700.

B. Time Frame :

| Sl. No. | Milestones | Planned Time frame |
|---------|--|--|
| 1 | Inspection of examination centers, provide the content of the admit cards. Preparation and printing of Question papers, Answer sheets etc, | Within 21 days from placement of order which should be intimated to BVFCL. |
| 2 | Arrangement in the exam centers, seat plans, attendance sheet, packing and supply of examination materials to the examination venues. Conduct of written test at designated centers for all posts on the same date and time. | Within 50 days from the date of work order. |
| 3 | Submission of post-wise, category-wise merit list of the candidates and any other work as mentioned in the scope of work | 10 days after the Written Test |

3) Eligibility Criteria:

- a) Bidder should have valid PAN, GSTN registration.
- b) The bidder should ensure sufficient manpower as back office support to avoid any hindrance from conducting written test job .
- c) Copies of Annual Reports (in case of listed companies) and copies of audited balance sheets and P&L statements (in case of others) to be submitted.
- d) Bidder should be registered in India with the registrar of companies. Copy of Certificate of Incorporation / registration duly attested by authorized bid signatory or any valid legal documentary proof to be submitted.
- e) Bidder should have experience of conducting of offline written test and evaluation for recruitment to various post in Central/ State/PSU/Public Sector Bank/ Statutory Bodies in the last 5 financial years.
- f) The Bidder should have not been blacklisted/ debarred/ on Holiday list in the last two years by any regulatory body / statutory body/ any Government department/ PSU/PSE. Self declaration as per the Annexure is to be provided.

4) SCHEDULE OF RATES

The tenderer would quote rates in the format for schedule of rates as placed at **Annexure -C**.

- BVFCL shall not bear travel expenses incurred by Tenderer for any visit at BVFCL during conduct of the study. However BVFCL can arrange boarding & lodging in the Company's Guest house at Units/Offices wherever available on chargeable basis.
- Tenderer would indicate in the offer about number of Persons and period of stay at BVFCL during the course of study.

- BVFCL shall not bear any expenses towards License Fee, Shipping & Insurance charges associated with delivery & use of any tool / third party product(s) required for carrying out the study.

Evaluation criterion – Vendors to submit the prices as per Price Bid format

BID EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC/BRC must be submitted along with the Un-Priced Techno-Commercial Bid.

5.0) TECHNICAL CRITERIA:

Technical Requirements:

The bidder should have experience of at least one (1) SIMILAR WORK of minimum value **Rs 3,50,000/- (Rupees Three Lakh Fifty thousand only)** in previous 5 (five) years to be reckoned from the original bid closing date.

Notes to Clause 5.1 above:

- A. SIMILAR WORK means providing services for conduct of offline written test on end-to-end solution basis for recruitment in any of the following:
 - (i) Central/State Government Department
 - (ii) Central/State Government Organization
 - (iii) Public Sector Undertaking/ statutory bodies / private enterprises.
- B. For proof of work experience of similar work the following documents must be submitted along with the bid –
 - (i) Copy of contract document or work order documents showing details of work.

AND

 - (ii) Copy of Completion Certificate showing gross value of the job/service, description of job/service and duration of the contract OR Copies of payment receipts to substantiate the volume of job done.
- C. SIMILAR WORK executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC/BRC.
- D. If the prospective bidder is executing SIMILAR WORK which is still running and the contract value executed prior to original due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.
- E. In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO/ Head of bidding entity/ CFO/ Finance Head of bidding entity of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason with an endorsement by Chartered Accountant/Statutory Auditor/ Certified Public Accountant (not being an

employee or a Director or not having any interest in the bidder(s) company/firm) may be submitted.

5.1.1 The bidder should participate as a single entity; no consortium or group companies will be allowed.

5.1.2 The bidder should not have been black-listed / holiday listed / suspended by any Central/State Government Department, Central/State Government Organization, Public Sector Undertaking in previous 5 (five) years to be reckoned from the original bid closing date. An affidavit in this respect that their firm has not been black-listed / holiday listed / suspended as cited above shall be provided by the bidder along with the bid.

5.2) Financial Requirements:

5.2.1 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least **Rs 50 Lakh** (Rupees Fifty Lakh only)

5.2.1 Net worth of bidder must be positive for preceding financial/ accounting year.

Notes to Clause 5.2.1 above:

I. For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:-

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma-II**.

II. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year_____has actually not been audited so far'.

III. In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

6.0 QUALITY & COST BASED SELECTION (QCBS):

(A) EVALUATION OF BIDS FOR QUALITY:

A.1 Bids qualifying as per terms of Technical Requirements (Clause No 5.0) and Financial Requirements (Clause No 5.2) shall be eligible for this evaluation.

A.2 Bids shall be evaluated both in terms of **QUALITY** as well as **Quoted Price** i.e. **Combined Quality & Cost Based Selection (QCBS)** methodology. The relative weightage assigned for **Quality is 70** and the weightage for the **Quoted Price is 30** i.e. (Quality: Quoted Price = 70:30).

A.3 The marks allocated against various subsections under Quality of Bid shall be as under:

Computation Table

| Sl. No. | Criteria | Unit Marks | Max Marks | Bidder's Score |
|-------------------------|---|--|------------------------------|-----------------------|
| 1 | Bidder's Credentials | | | |
| | Micro or Small Enterprise registered for relevant service | 5 (Five) marks in case the Bidder is registered as a Micro or Small Enterprise for the relevant service as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 | 5 (Five) | |
| 2 | Bidder's Experience | | | |
| | Number of SIMILAR WORK (as defined in BEC/BRC Clause 5.0) completed / executed each of minimum value Rs. 3.5 Lakh in previous 5 (five) years to be reckoned from the original bid closing date. | a) 35 (Thirty Five) marks for minimum 1 (one) assignment required as per BEC/BRC b) 15 (Fifteen) marks for each additional assignment other than the minimum 1 (one) assignment required as per BEC/BRC. Maximum of 4 additional assignments will be considered for calculation of Bidder's score against this criteria | 95 (Ninety Five) | |
| TOTAL MARKS (St) | | | 100 (One Hundred) | |

Notes to Clause A.3 above:

(a) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.

(b) The bidder should submit copies of contract document or work order along with completion certificates / payment receipts in their bid to substantiate parameter 2 above. In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO/ Head of bidding entity/ CFO/ Finance Head of bidding entity of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason with an endorsement by Chartered Accountant/Statutory Auditor/ Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/firm) may be submitted.

(c) BVFCL reserves the right to verify and or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action as per Banning policy of the Company.

(B) **QUALIFIED BIDS:** Qualifying marks for priced-bid opening shall be 50 out of total of 100 marks as shown in Computation Table above. Department reserves the right to increase / decrease the qualifying marks for ascertaining the qualified bids.

(C) **EVALUATED BID PRICE:** Qualified Bids meeting the minimum Qualifying Marks as mentioned in Para(B) shall be considered to be responsive and shall be considered for further evaluation as per the Evaluation Criteria given below:

C.1 If there is any discrepancy between the unit price and the Total price, the unit price will prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

C.2 Bidder need to mandatorily quote for all the items in the Schedule of Rate (SOR) as per Bidding Format else the bid will not be considered for evaluation. The bid will not be evaluated if bidder fails to quote against all the items mentioned in the SOR as per Bidding Format.

C.3 Commercial Bids shall be evaluated taking into account the Price quoted as per Bidding Format including quoted GST.

C.4.1 Price Bid uploaded / submitted without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

C.4.2 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by BVFCL on the Purchase Order/Contracts will be binding on the bidder.

C.5 Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken into account of evaluation purposes. However, in the

event such offer without considering discount is found to be successful, BVFCL shall avail such discount at the time of award of contract.

C.6 The responsive bids will be subjected to loading for any deviation(s).

C.7 The price bid will be graded as L1, L2 and L3 etc. where L1 vendor is the one who has quoted the lowest amount.

7.0) INTER-SE RANKING OF THE QUALIFIED BIDS: To ascertain the inter-se-ranking of the bids the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

7.1 The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points. The financial scores of other proposals would be computed as follows:

$$\mathbf{Sf} = 100 \times Fm/F$$

Where F = amount of financial proposal

7.2 The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$\mathbf{S} = \mathbf{St} \times \mathbf{Tw} + \mathbf{Sf} \times \mathbf{Fw}$$

Where **S** = total score

St = combined technical score

Sf = combined financial score

Tw = weight assigned to technical score i.e. 0.7

Fw = weight assigned to financial score i.e. 0.3

7.3 The bidder with the highest total score (**S**) shall be considered for award of Contract.

7.4 In the event of two or more bids having the same highest Evaluated Bid Score (**S**), the bid scoring the highest marks against Quality Criteria (**St**) will be recommended for award of contract.

7.5 In case two or more bidder have same highest Evaluated Bid Score (**S**) and same combined technical score (**St**), the bidder obtaining higher marks against parameter 2 of Clause 4.0(A.3) above shall be recommended for award of contract.

7.6 In case two or more bidder have same highest Evaluated Bid Score (**S**), same combined technical score (**St**) and same marks against parameter 2 of Clause 4.0(A.3) above then the selected bidder shall be determined through Draw of Lots (Lottery).

7.7 In the QCBS system, as the evaluation of the price is based on total score (S) i.e Combined score of both Quality & Quoted Prices, purchase preference policies (like Policy for MSE and PP-LC etc.) shall not be applicable.

8.0 Payment terms:

- a. 100% Payment shall be made within 30 days on submission of bill after completion of the jobs.
- b. Income Tax shall be deducted at source from bill as per provisions of the Income Tax Act, 1961.
- c. GST as applicable

9.0 Liquidated damages:

In case of delay, BVFCL shall recover liquidated damages from the consultant at a sum equal to 1% per week or part thereof of the value of each phase subject to a maximum of 10% of the total contract value.

10.0 Acceptance of Deliverables:

BVFCL shall provide approval of every deliverables within a period of 15 days of receipt of such deliverables failing which such deliverables shall be deemed to have been accepted.

11.0 Additions/Alteration to Scope of work

Any addition or change in scope of work may be effected in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work with mutual consent.

12.0 Limitation of Liability

Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.

Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of the tenderer shall be, regardless of the form of claim, the consideration actually received by the successful tenderer for the statement of work to which the claim arises.

In no event shall tenderer be liable for decision(s) taken by the customer and customer alone shall be solely and entirely responsible for their own actions and decisions based on this engagement. The tenderer in no way stands guarantee for realization of the financial projections and /or other benefits identified in the project. All information, data, documents and records (hereinafter compendiously referred to as 'the Information') of customer received from agreed and identifiable sources and considered in the course of the review and preparation of the deliverables under this Project will be assumed to be authentic, complete and accurate. The Information furnished by customer upon which all or part of the deliverables are based, is believed by tenderer to be reliable.

Except as otherwise expressly provided in the agreement, an aggrieved party may not recover compensation for that part of a loss that could have been avoided by taking measures reasonable under the circumstances to avoid or reduce such loss.

13.0 Information and Access

BVFCL will supply successful tenderer with the following free of charge - information, documentation and data, in a timely manner, required by him to complete its obligations under the Agreement.

14.0 GENERAL AND COMMERCIAL TERMS & CONDITIONS

- g) **Award Of Contract** will be made at the sole & absolute discretion of BVFCL, which shall not be disputed. Work Order issued on the basis of this tender will be called contract. The terms and conditions as embodied in the contract shall be final and shall supersede any other terms and conditions that might have been indicated in the tender submitted by the Tenderers. The terms & conditions given in the tender documents shall also form part of Work Order.
- h) **Cancellation of the contract:** BVFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.
- i) **Clear understanding:** When a Tenderer submits his tender in response to these tender documents, he will be deemed to have understood fully about requirements terms and conditions. No claim from Tenderer shall be entertained whatsoever on the plea that the Tenderer did not have a clear idea on any particular point and or a clause of the tender.
- j) **Workmen Compensation:** The bidder will be solely responsible for any liability of his workers in respect of any accident, injury arising out of and / or in the course of the bidder's employment. To meet the aforesaid obligation under the Workmen Compensation Act, The bidder will obtain an Insurance Cover Note under Workmen's Compensation Policy from any of the Insurance Company in respect of persons employed by him for carrying out his work and obligations under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the bidder. The bidder shall ensure that the said Insurance Policy remain valid till the expiry of the Contract. Photocopy of the above Insurance Cover is required to be submitted by the bidder to BVFCL immediately after the issue of LOI but before the start of work. Payment against the work done will not be released to the bidder until and unless photocopy of Insurance Cover is submitted to the Company. If any clause in which by virtue of the provisions of Section 12, Sub Section (1) of the Workmen 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 bidder in execution of work, BVFCL will recover from The bidder the amount of compensation so paid.
- k) **Agreement:** The Successful bidder shall be required to enter into an Agreement on a non-judicial stamp paper of Rs. 100/- with BVFCL within ten days of receipt by them of the Letter of Intent. The agreement to be executed will be in the Agreement Performa as specified by BVFCL and enclosed at **Annexure-G**. The cost of stamp paper will be borne by the Tenderer.
- l) **Secrecy:** Any information delivered or otherwise communicated by BVFCL to the bidder in connection with the contract shall be regarded as secret and confidential and shall not, without the written consent of BVFCL, be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.
- m) **Laws governing contract:** The Successful Bidder shall ensure that all formalities/permissions /licenses required are completed/complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement/employment of labourers.

- n) **Taxes:** The prices quoted by Tenderer are inclusive of all Taxes, duties and other statutory levies excluding GST or which may become applicable / leviable in future or from time to time during the pendency of the contract. Unless specified to the contrary in the bid, all present and future taxes & other statutory levies shall be borne and paid for by the Tenderer. Payment of Taxes shall be the responsibility of Tenderer and shall not be payable by BVFCL and the Tenderer shall not raise any dispute in this regard at a later stage. Rates quoted by Tenderer and agreed finally by BVFCL shall be firm and shall not be subject to any escalation whatsoever throughout the contract period or extended period thereof.
- o) **GST** at applicable rates shall be paid extra. GST Tax shall be shown separately on the Schedule of Rates (Annexure-C) and invoices.
- i) **GST-TDS:** As per applicability in the section 5 of CGST Act 2017 notified on 13/09/2018, TDS rate 1% CGST & 1% SGST or 2% IGST will be deducted from bill.
- ii) **Income Tax-TDS:** Income Tax as per provisions of Income Tax act 1961 and its amendments from time-to-time, shall be deducted from your bills.
- p) **Security Deposit**
- i) The bidder (except those exempted)shall furnish a security deposit of the amount equivalent to 3% of the total contract value by way of Bank Guarantee/ DD from any Nationalized / Scheduled bank except Rural and Cooperative banks in favour of Brahmaputra Valley Fertilizer Corporation Limited, payable at "Namrup"for due and faithful performance of the contract within a period of 15 days from the date of award of the contract. The Bank Guarantee shall be valid up to contract Period + Guarantee Period (including extended guarantee period) + with a claim period of Three months.
- ii) The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act 1872 and for the extension of that section. The contract shall be deemed to be borne / given by the bidder for the performance of an essential duty.
- iii) The security deposit shall be refunded (or BG released) after successful completion of warranty period and BVFCL to that effect has issued certification. It shall be lawful for BVFCL, if any differences or dispute are likely to occur, to defer payment of the security deposit or any portion thereof, which may be due for release until such difference and dispute, has been finally settled or adjusted.
- iv) The security deposit shall not bear any interest.
- v) **Claims:** BVFCL shall be entitled to retain the amount, if any, of its claim against The bidder, whether liquidated or un-liquidated arising out of the contract under reference or otherwise, however and set off the same pro-rata against any amount payable to The bidder under the contract under reference, without prejudice and in addition to the other rights of BVFCL, to cover the amount of claim by other remedies, legally available.
- q) **FAILURE TO PERFORM:**
- If the bidder fails to perform the Contract in accordance with the terms and conditions of the Contract, BVFCL shall have the right to get the job done by any other agency at risk and cost of the bidder plus 25% as administrative cost.

15.0 TERMINATION OF THE CONTRACT:

The Contract is liable to be terminated if the Contractor:

- 1) becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets
- 2) makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- 3) abandons the work; or
- 4) persistently disregards the instructions of BVFCL; or
- 5) fails to adhere to the agreed schedule of work; or
- 6) assigns or sublets the work in whole or in part thereof without prior written consent of BVFCL; or
- 7) defaults in the performance of the contract; or
- 8) at any time contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by BVFCL; or
- 9) If the contractor obtains the contract with BVFCL as a result of ring tendering, or with illegal measures;
- 10) Information submitted by the contractor is found to be incorrect.

Such termination shall be by 15 days notice in writing and no claim/compensation shall be payable by BVFCL as a result of such termination.

16.0 CONSEQUENCES OF TERMINATION

If BVFCL terminates the contract for reasons detailed above or for any other reasons whatsoever:

- a) BVFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to BVFCL.
- b) Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited.
- c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by BVFCL as a consequence of termination of the contract.

17.0 RIGHTS OF BVFCL

A unilateral stoppage of work by The bidder 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 its interests; at the risk and cost of The bidder. Any aforesaid action shall be without prejudice to any other action, right and remedies etc. that may also be available to BVFCL.

18.0 ASSIGNMENT OR SUBLETTING OF CONTRACT

The bidder shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without the prior written consent of BVFCL. Any breach of this condition shall entitle BVFCL to terminate the contract and the bidder shall be solely responsible and liable for any loss or damage arising out of or ensuing from such termination. BVFCL reserves its right to recover the said losses or damages or charges and expenses incurred on this account in any manner whatsoever and from any dues payable to the bidder or available with BVFCL. The permitted subletting of work by the bidder shall not establish any contractual relationship between the sub-contractor and BVFCL and shall also not relieve the bidder of any of his obligations under the contract.

- 2) The tenderer should quote the rates both in figure and words. In case of any discrepancy, rates quoted in words shall be applicable.
- 3) Incomplete tender or tender not accompanying the required details or tender received late shall be summarily rejected without further reference whatsoever.
- 4) In case the contractor has any relationship whether by blood or otherwise with BVFCL such relationship must be disclosed while submitting tenders.
- 5) **Incorrect Information:** In case any information submitted by the bidder in the tender is found incorrect, untrue or false or it is noticed during execution of the contract or prior to award of the contract that any information having material bearing on the contract has been concealed by The bidder, the BVFCL shall have right to terminate/rescind the contract.

19.0 Jurisdiction: The contract shall be deemed to have been entered into at Dibrugarh and all suits in respect of the contract shall be subject to the jurisdiction of the Courts at Dibrugarh only.

20.0 Conciliation: At the first instance both the parties shall make efforts to resolve the disputes through conciliation as per the procedures laid down in the Arbitration and conciliation Act 1996 failing which disputes shall be referred to the arbitration as per the provision provided hereunder.

21.0 Force Majeure: Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war; rebellion, mutiny, civil commotion, fire riot, earthquake, drought, floods, crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.

22.0 Arbitration

- a) "Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Designated Unit Head/ / Functional Director / Chairman & Managing Director, , Brahmaputra Valley Fertilizer Corporation Limited for appointment of Arbitrator.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The Arbitration & conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit."

- b) "It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to BVFCL on the date of award of contract.

23.0 GST (Goods & Service Tax):

a) The Goods & service tax as applicable will be paid by us.

b) The current rate of GST on various items as on the date of quotation are to be indicated by the tenderers. Any subsequent increase/decrease in the above rate of GST will be to BVFCL Accounts. A certificate together with documentary evidence in support of variation in GST will be submitted by the supplier to BVFCL. However suppliers who are exempted from Payment of GST (if any), shall not be entitled for reimbursement of any subsequent levy of GST during execution of the work.

c) In case of any statutory increase/decrease in the GST beyond the rates prevalent on the date of tendering, the tenderer will give a certificate quoting the number and date of the notification and the effective date for the change and furnish a copy of the notification for any such increase/ decrease. Any such increase in the GST or any statutory new imposition of GST will be to BVFCL's account. Similarly any benefit of statutory decrease in the rate of GST would be passed on to BVFCL by the suppliers.

The benefit due to set off of GST if any, shall be taken by BVFCL and the same shall not be considered while evaluation of bids.

24.0 Reimbursement Of Statutory Levies In Case Of Variations:

a) For increase in statutory levies (GST etc)- In case of increase in statutory levies, the reimbursement for the increase in statutory levies shall be made to the bidder who actually pays the increased statutory levies; their maximum reimbursement due to such increase shall not exceed the differential amount actually paid by the bidder. The total order rate shall be accordingly reworked considering increased rate of levy for arriving at revised landed price. However, such increase shall not be allowed to those bidders who are exempted from paying such statutory levies.

b) For decrease in statutory levies (GST etc.)- In case of decrease in statutory levies, the total order rate shall be reduced considering the impact of the actual reduction of statutory levies. The reduction due to decrease in statutory levies shall apply to all the suppliers i.e. to those who are actually paying such levies and also to those who are either fully or partly exempted from paying such statutory levies. In case of fully or partly exempted suppliers, their basic price shall be reduced by back calculations so as to bring their landed price at par with those suppliers who are not exempted from such levies.

25.0 HSN/SAC CODEs

The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the HSN/SAC code of item and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). A proper invoice in the form and manner prescribed under relevant section of GST Act shall be provided by the bidder. Bidder / Supplier shall have valid GSTIN / GST, Provisional ID and provide Invoice and all other documentation in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable BVFCL to claim input tax credit set off, rebate or refund in relations to payment of GST.

26.0 MSE Declaration

In case you are registered as MICRO, SMALL Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category in your Offer and also enclose a copy of the valid certificate issued by the concerned authorities. Please also indicate whether the MSEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, BVFCL reserve the right to cancel the order (if any) and blacklist/debar a firm for a period of three years in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.

(D.Hemram)
Manager (HR)
BVFCL

Annexure-C**Schedule of Rates**

| S.No. | Item | Lump sum Amount in Rs. | |
|--------------|--|------------------------|----------|
| | | In Figures | In Words |
| 1 | To prepare question paper (Bi-lingual), conduct written test offline mode , provide invigilator, arrangement of CCTV, mobile jammers at exam centres and submission of final result to BVFCL as per terms of NIT on turnkey basis. | | |
| 1(b) | GST % _____ | | |
| TOTAL | | | |

DECLARATION FORM

“Tender Documents for Agency to conduct written test offline mode for recruitment of 45 nos. workmen category for the posts of Office Assistant Gr-III, Operator Trainee, Technician Trainee (Machinist/Welder/Electrical/ Instrumentation), Boiler Attendant, Cable Joiner Trainee, Fireman and Helper (Operation/ Maintenance) in Brahmaputra Valley Fertilizer Corporation Limited. (BVFCL)

The following declaration to be signed by Contractor and to be submitted along with required documents which would be duly self certified:

| Sr. No | DESCRIPTION | YES / NO (If Yes, give the following details) | | |
|--------|---|---|------------------|----------------------------|
| 1 | If a Tenderer (Owner/Director) has relations whether by blood or otherwise with any of employees of BVFCL, 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. | | | P.F. Registration Number |
| 3 | PAN No of the Contractor to be intimated along with Documentary Proof thereof. | | | PAN NO |
| 4 | GSTIN/GST No. with Documentary Proof. | | | GST NO |
| 5 | ESI Registration No. Along with documentary proof thereof. | | | ESI Regd. No. |
| 6 | 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. | | | |
| 7 | If the party is registered as Micro/Small 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. | | | Yes/No |

Signature of the Contractor/ Tenderer with SEAL

PLACE : _____ Dated : _____

UNDERTAKING

" Agency to conduct written test offline mode for recruitment of 45 nos. workmen category for the posts of Office Assistant Gr-III, Operator Trainee, Technician Trainee (Machinist/Welder/Electrical/Instrumentation), Boiler Attendant, Cable Joiner Trainee, Fireman and Helper (Operation/ Maintenance) in Brahmaputra Valley Fertilizer Corporation Limited. (BVFCL)

To

Subject: Conducting written test offline mode for recruitment of 45 nos. workmen category for the posts of Office Assistant Gr-III, Operator Trainee, Technician Trainee (Machinist/Welder/Electrical/Instrumentation), Boiler Attendant, Cable Joiner Trainee, Fireman and Helper (Operation/ Maintenance) in Brahmaputra Valley Fertilizer Corporation Limited. (BVFCL).

Ref. _____ Dated: _____

Dear 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 " conducting written test offline mode for recruitment of 45 nos. workmen category for the posts of Office Assistant Gr-III, Operator Trainee, Technician Trainee (Machinist/Welder/Electrical/Instrumentation), Boiler Attendant, Cable Joiner Trainee, Fireman and Helper (Operation/ Maintenance) in Brahmaputra Valley Fertilizer Corporation Limited. (BVFCL)." at the rates quoted in the attached Schedule of Rates (**Annexure-C** of Tender Documents).

I / We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with Terms and Conditions referred to in the Tender Documents.

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

Thanking you,

Yours faithfully;

For M/s _____

(Signature of Tenderer with SEAL)

Address: _____

Annexure-F

CHECKLIST / COMPLIANCE STATEMENT

Tender Documents for Agency to conduct written test offline mode for recruitment of 45 nos. workmen category for the posts of Office Assistant Gr-III, Operator Trainee, Technician Trainee (Machinist/Welder/Electrical/ Instrumentation), Boiler Attendant, Cable Joiner Trainee, Fireman and Helper (Operation/ Maintenance) in Brahmaputra Valley Fertilizer Corporation Limited. (BVFCL)

A. Checklist

| Sr. | Enclosures | Compliance Yes / No | Remarks |
|-----|--|------------------------|---------|
| 1. | Technical Bid contains the following: | | |
| | a. Bid Security Declaration Form | | |
| | b. Technical & Commercial Un-priced offer. | | |
| | c. Enclose Profile of the Tenderer & Experience. | | |
| | d. Check list / Compliance Statement dully filled and signed (All Annexures) | | |
| 2. | Price bid strictly as per the format at Annexure-C | | |
| 3. | Covering Letter | | |

B. Compliance

| | | | |
|----|---|--|--|
| 4. | We confirm that there is no deviation from the Technical & commercial terms & conditions as stipulated in the Tender documents. | | |
| 5. | We confirm that we agree to all General terms & conditions including Payment terms as stipulated in the Tender documents. | | |
| 6. | We confirm that the prices quoted are inclusive of all taxes & duties and as per the prescribed proforma | | |

(Signature of Tenderer with Seal)

Agreement

(To be executed on non-judicial stamp paper of Rs.100/-)

This agreement made this -----day of ---- 2021 between BVFCL (Company registered under the Companies Act) and having its registered office at Namrup, Dist- Dibrugarh, Assam-786623 and National Productivity Council,(Under Ministry of Commerce & Industry, Govt.of India), Regional Directorate, Meenakshi Bhawan, Rajgarh Road, Guwahati-781007, Assam (hereinafter called the "Consultant") of the other part.

Whereas BVFCL is desirous that certain works/services viz. manpower assessment/study for safe operation of Namrup-II and Namrup-III plants covering all the technical and non technical disciplines/departments as detailed in the given scope of work has been accepted by National Productivity Council.

Now this agreement witnesseth as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read construed as part of the agreement viz.
 - a) The said work order including scope of work
 - b) Request letter for budgetary quotation to party
 - c) Instruction to party
 - d) General Conditions of Contract
 - e) Special Conditions of Contract
 - f) Specifications
 - g) Time Schedule
 - h) Letter of Intent/Order No.....
3. In consideration of the payment to be made by BVFCL to National Productivity Council as hereinafter mentioned hereby covenants with the Company to provide the services in conformity in all respects with the provisions of the contract.
4. BVFCL hereby concurs/covenants to pay National Productivity Council in considerations of the completion of the work, the contract price at the times and in the manner prescribed by the contract.
5. Signed, sealed and delivered by the said Consultant in the presence of:

For and on behalf of

For and on behalf of

Dated signature of National Productivity Council

Dated Signature of BVFCL.

In the capacity.....

Designation

On behalf of.....

Witness:

Witness:

Name:

Name:

Address:

Address:

Place:

Place:

Confidential Mutual Non-Disclosure Agreement

This MUTUAL NONDISCLOSURE AGREEMENT (This "Agreement") is entered into effective as of the DATE, between BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED Namrup, PO.– Parbatpur, Dist. - Dibrugarh, Assam and National Productivity Council,(Under Ministry of Commerce & Industry, Govt.of India),Regional Directorate, Meenakshi Bhawan, Rajgarh Road, Guwahati-781007.

WHEREAS, the Parties have entered into discussions regarding the following proposed business arrangements:

Manpower assessment/study for safe operation of Namrup-II and Namrup-III plants covering all the technical and non technical disciplines/departments as detailed in the given scope of work.

WHEREAS, the parties desire to disclose to each other, confidential information in connection with these discussions regarding, or in anticipation of, such business arrangement:

NOW THEREFORE, in consideration of the disclosure of Confidential Information (as defined herein) by either Party, the Parties agree as follows:

1. As used herein: "Confidential Information" means communications or data information disclosed by the BVFCL or National Productivity Council to concept, idea, know-how, process, technique, data classification techniques, data structures, technology, features and enhancements to the BVFCL's or National Productivity Council's software, business plans, marketing materials and plans technical or financial information, consultant lists or proposals, sketches, models, samples computer programs and documentation drawings, specifications data databases price lists prices disclosed by either party whether conveyed in oral written graphic or electronic form or otherwise.
2. Without prejudice to the terms and conditions of the subject contract all Confidential Information disclosed by the BVFCL or National Productivity Council, respectively, and each party agrees that it will treat the Confidential information as confidential using reasonable safeguards against the unauthorized disclosure of the Confidential Information and that it will protect such Confidential Information at least as securely as it protects its own proprietary and confidential information, which in any event shall not be less than a reasonable standard of care.
3. BVFCL and National Productivity Council agrees that
 - (i) The documents provided hereunder containing Confidential Information shall be used solely for the purpose of evaluating its interest in the business arrangements described or performing an agreement between the parties hereto:
 - (ii) It will not use such Confidential Information disclosed for purpose except in terms and conditions of the subject contract.
 - (iii) It will not distribute, disclose or disseminate Confidential Information to anyone except it's Representatives with a need to know who are involved in the consideration or performance of the business arrangements described herein or as required by law.
4. This Agreement shall not apply to Confidential Information that :
 - (a) Is now, or in the future enters the public domain, through no fault of the BVFCL or National Productivity Council (as the case may be); or
 - (b) Has been disclosed to the BVFCL or National Productivity Council (as the case may be) by a third party without restriction; or
 - (c) Is known to the general public through publication or otherwise; or
 - (d) Is already known to BVFCL or National Productivity Council (as the case may be) at the time of its disclosure; or
 - (e) Is independently developed by the BVFCL or National Productivity Council (as the case may be).
 - (f) Each of the BVFCL or National Productivity Council, as applicable, may disclose Confidential Information as part of an administrative or judicial action provided either party gives the other advanced written notice of such proposal disclosure.

- (g) Each of the BVFCL and National Productivity Council shall have, or shall enter into, agreements with its parent, divisions, subsidiary companies, partners, contractors, subcontractors and Solution Providers that will safeguard the Confidential Information disclosed hereunder consistent with the terms of the Agreement. With respect to Representatives, each of the BVFCL and National Productivity Council shall advise their respective Representatives who will have access to Confidential Information as to their obligations contained herein.
- (h) Except as expressly provided herein no license or right is granted by the either Party under any patent, patent application trademark copyright software or trade secret.
- (i) BVFCL and National Productivity Council acknowledge that the other has endeavoured to include in its confidential information all information known to it which it believes to be relevant for the purpose of their mutual investigation and assessment of potential business arrangement.
- (j) Any modifications or amendment to this Agreement must be in writing and signed by authorized officials of each Party. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.
- (k) This Agreement of the BVFCL's and National Productivity Council's obligation with respect to the Confidential Information contained herein shall be lifelong from the date of this Agreement. At the BVFCL's or National Productivity Council's request, all Confidential Information of the BVFCL or National Productivity Council in tangible form that is in the possession of the other Party shall be returned or destroyed.
- (l) If any clause, provision or term of this Agreement is declared illegal, invalid, or unenforceable under applicable present or future laws, then those of the clauses of this agreement which are distinguishable and separable shall not be affected and, in lieu of any such clause, provision, or term, there shall be added with mutual consent as a part hereof a substitute clause, provision or term as similar in substance to such illegal, invalid or unenforceable clause, provision or term as may be possible.
- (m) This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns, it is understood that the affected party may seek remedy in accordance with the terms and conditions of the subject Agreement.
- (n) This Agreement shall be governed by the laws of India.
- (o) The undersigned warrant and represent that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their name. This Agreement may be executed in counterparts (including by facsimile signatures), each of which shall be deemed to be an original, and all of which shall constitute the same instrument. This Agreement shall become effective when countersigned by the BVFCL in accordance with this paragraph.

For National Productivity Council

For BVFCL

Signature:

Name:

Party:

Signature:

Name:

Party:

BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE BOND

In consideration of M/s Brahmaputra Valley Fertilizer Corporation Limited, Namrup, , PO: Parbatpur - 786 623, Dist.: Dibrugarh, Assam, India [hereinafter referred to as 'BVFCL', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ (hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns) from depositing with BVFCL a sum of Rs _____ towards security/performance guarantee in lieu of the said supplier/contractor having agreed to furnish a Bank Guarantee for the said sum of Rs. _____ as required under the terms and conditions of Contract/ Work Order/ Purchase Order No. _____ dated _____ (hereinafter referred as 'the Order') placed by BVFCL' on the said supplier/contractor, we, the bank (hereinafter referred to as 'the bank' which expression shall include its successors and assigns) do hereby undertake to pay BVFCL an amount not exceeding Rs. _____ on the demand made by BVFCL, on us due to breach committed by the said supplier/ contractor of the terms and conditions of the Order.

1. We, _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from BVFCL stating that there is a breach by the Supplier/Contractor of any of the terms and conditions contained in the Order or by the reasons of the Supplier's/Contractor's failure to comply with the terms and conditions as stipulated in the Order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the Order and as regard to the amount due and payable by the bank under this guarantee notwithstanding any dispute or disputes raised by the said Supplier/Contractor regarding the validity of such breach and we agree to pay the amount so demanded by BVFCL without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
2. We, _____ the 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 Order and that it shall continue to be enforceable till the dues of BVFCL under or by virtue of title said Order have been fully paid and its claim satisfied or discharged or till BVFCL certifies that the terms and conditions of the Order have been fully and properly carried out by the Supplier/ Contractor and accordingly discharge the guarantee.
3. We, the bank, undertake to pay to BVFCL any money so demanded notwithstanding any dispute or disputes raised by the said Supplier /Contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder, and the said Supplier/Contractor shall have no claim against us for making such payment.
4. We the bank further agree' that BVFCL shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Order or to extend time of performance by the said Supplier/Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the BVFCL against the

said Supplier/Contractor and to for bear or enforce any of the terms and conditions relating to the Order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier/Contractor or for any forbearance, act or omission on the part of the BVFCL or any indulgence by the BVFCL to the Supplier/Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. _____ and shall remain in force up to unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry. We shall be discharged from all liabilities under this guarantee thereafter.
6. This guarantee will not be discharged due to change in the constitution in the bank or the said Supplier/Contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to Finance Manager, M/s Brahmaputra Valley Fertilizer Corporation Limited, Namrup, _____.
8. We _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BVFCL in writing.

Signed on the _____ day of _____.

For the Bank

Signature

Witness

Name (s) & Designation (s)

Name And address

Bidders Information

| Details of the Bidder | | |
|---|---|-------|
| 1 | Name of the Bidder (Prime) | |
| 2 | Address of the Bidder | |
| 3 | Status of the Company (Public Ltd/ Pvt. Ltd) | |
| 4 | Details of Incorporation of the Company. | Date: |
| | | Ref# |
| 6 | Valid GST registration no. | |
| 7 | Permanent Account Number (PAN) | |
| 8 | Name & Designation of the contact person to whom all references shall be made regarding this tender | |
| 9 | Telephone No. (with STD Code) | |
| 10 | E-Mail of the contact person: | |
| 11 | Fax No. (with STD Code) | |
| 12 | Website | |
| Financial Details (as per audited Balance Sheets) (in Cr) | | |
| 13 | Year | |
| 14 | Net worth | |
| 15 | Turn Over | |
| 16 | PAT | |
| 17 | Please mention Turnover for 2020-21 | |

Signature: _____.

Name: _____ - Designation: _____

Date: _____, Place _____

Declaration for Acceptance of Tender Terms and Conditions

To

Manager (HR)

BVFCL, Namrup,

PO - Parbatpur. Pin: – 786623

Dist - Dibrugarh., Assam.

Sir,

Subject: Tender No. _____ for
"_____".

I have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I declare that all the provisions of this tender are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Declaration regarding Clean Track by Bidder Declaration for Clean Track Record (On Company/firm's Letterhead)

To

Manager (HR)

BVFCL, Namrup,

PO - Parbatpur. Pin: – 786623

Dist - Dibrugarh., Assam.

Sir,

Subject: Tender No. _____ dated _____ for
" _____ ".

I have carefully gone through the Terms and Conditions contained in the above referred Tender. I hereby declare that my company/firm is not debarred/black listed/ On Holiday List in the last 02 years by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I declare the following

| Sl. No. | Name of the Government / Semi Government/ PSU organizations/ Institutions from which the company was Black listed/debarred/ On Holiday List | Case is Pending/ Settled | Reason | Since when and for how long |
|----------------|--|---------------------------------|---------------|------------------------------------|
| | | | | |
| | | | | |

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

BID SECURITY DECLARATION FORM

As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security. Further, in lieu of Bid Security, Ministries / Departments may ask Bidders to sign "Bid Security Declaration"

This is to certify that _____ (CONTRACTOR'S FIRM/ COMPANY- including its proprietors/partners/directors) read the Central Govt. Notification dtd.12th Nov. 2020 under Ministry of Finance, accepted that if I/We withdraw or modify their bids during period of validity, the Bidder will be suspended for the time specified in the tender documents.

Signature
(Contractor / Authorized Signatory)
Name of Signatory:
Bidder Name:

Seal:

Date:

Note: The Bidders are required to submit Bid Security Declaration Form along with bid document as notified by Govt. of India, Ministry of Finance, Department of Expenditure Procurement Policy Division vide OM No. F.9/4/2020- PPD dated 12th Nov, 2020