

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED,**

(A. Govt. of India undertaking)

**MARKETING DIVISION, NAMRUP**

**Corrigendum**

Date: 24-05-2022

NIT Ref. No.: BVFCL/MKTG/H&T/NIT/EX-PLANT/2022-23/01, uploaded on 14-05-2022 for Transportation of BVFCL urea from Ex-Plant, Namrup to various dealers/Retailers points of Assam was posted in BVFCL and Govt websites. Due to unavoidable reason Annexure-1 to Annexure-6 were not uploaded along with the said NIT. Now the same is uploaded and incorporates with the said NIT as given as corrigendum. However Time, venue, terms & conditions shall remain same.

Inconvenience caused is regretted.

(SC Sarkar)  
DM (D&C)

**( On Non Judicial Stamp Paper of Rs. 100/- )**

**AFFIDAVIT**

I,.....S/o Sh....., aged.....years, working as Proprietor/Managing Partner/ Director of M/s.....having its registered office at..... do hereby solemnly affirm and declare on oath as under :

1. That I am competent to swear this affidavit being proprietor/one of the partners/ Director of M/s.....
2. That my firm M/s.....is proprietorship/partnership firm/company and is participating in tender for carrying out Handling & Transportation work at.....railhead/ center.
3. That I hereby confirm and declare that none of my/ our group/ sister concern/ associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s.....and my/ our firm/ group/ company/ sister concern / associate company have not been black listed/ de-listed or put on holiday by any Institutional agencies/ Govt. Deptt./ Public Sector Undertaking, in the last TWO years.
5. That , if there is any change in the Name & Style, Constitution and Status of the firm, the same will be informed to BVFCL immediately .
6. That I further undertake that in case any of the facts contained above and in our application is found other-wise or incorrect or false at any stage, my/our firm/ company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the BVFCL.
7. Details of our group/sister concerns/ associate companies are as under.

Sr. No.	Name of Firm(Sister Concern)	Type of Business	Details of Association
1.			
2.			
3.			

8. Details of immovable properties in the name of proprietor/partners/Directors of firm/company are as given below:

Sr. No.	Type of Property (Plot/Shop/House/Land)	Address of Property	Ownership Status	% Share	Estimated Market Value
1.					
2.					
3.					
4.					
5.					

9. That I/We already have local establishment/infrastructure at \_\_\_\_\_ Rake point and we shall maintain the same.

OR

That I/We agree to establish infrastructure at \_\_\_\_\_ Rake point/Centre within 30 days from the date of award of contract.

10. That I, Proprietor, ..... Authorize Sh. ....  
S/o..... to work with BVFCL on behalf of  
M/s .....

OR

We ..... the ..... partners  
1.....2.....3.....4.....  
Authorize Sh ..... S/o ..... to work with BVFCL  
on  
behalf of M/s .....

11. That I/We further undertake that in case If the tender committee forms the opinion on the basis of available information that the contractor is having implicit or explicit relations with the BVFCL dealer or company employee, in that case the committee will reserve the right to reject the tender offered for transportation and handling contract.

( Signature of the Proprietor/ Managing Partner/Director with Seal )

**DEPONENT**

Verified at ..... on.....that the contents of paras 1 to 11 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

( Signature of the Proprietor/ Managing Partner/ Director with Seal )

DEPONENT

(Signature & Seal of Notary)

***DEPONENT (S)***

*In case of Proprietorship Firm - the Proprietor is to submit the Affidavit.*

*In case of Partnership Firm - **All the partners should sign the submitted Affidavit***

*In case of Limited Firm - Managing Director should submit the Affidavit.*

*In case of Cooperative/Truck Union - President should submit the Affidavit.*

*Note: Kindly strike off which is not applicable.*

**BANK REFERENCE LETTER**

(On Bank's Original Letter Head)

Certified that M/s.....at (address)..... is having an account in our bank as per following particulars: -

1. Type of Account..... (Cash-Credit / Current / Savings)

2. Bank Account No. ....IFSC CODE.....

3. Cash-Credit / O.D. Limit (If any).....NO / YES, for Rs. ....

4. Since when holding Account? .....

5. Financial Standing & Soundness.....SOUND / POOR

6. Dealing & Conduct of the Party... Satisfactory / Un-satisfactory

7. Authorized Signatory of the Bank Account of Party .....

8. The Status of the Firm as per Bank Records: PROPRIETORSHIP / PARTNERSHIP/.....

This is issued on the request of Sh..... for submission in BVFCL office.

(Sign. of Bank Manager)  
Stamp and Authorized No.

Date:.....

Place.....

### Annexure-3

#### **Sub : Registration under MSMED Act-2006**

(Format of undertaking to be given by party is given below it should be uploaded along with other documents.)

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#### **Undertaking** (on party Letterhead)

1	It is certified that our/my Firm/Company is registered under Micro/Small/Medium Enterprises as per MSMED Act-2006 or not	<u>Yes</u>	<u>No</u>
2	If Yes [Copy of Registration to be enclosed]	Reg. No.....	

( Signature of the Proprietor/ Managing Partner/ Director with Seal )

Place :

Date :

### **INTEGRITY PACT**

**Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.**

**BVFCL, as one of its endeavors to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (BVFCL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, a Memorandum of Understanding (MoU) on**

**Integrity Pact has been signed by BVFCL with transparency International India (Indian chapter of Transparency International)**

**Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (BVFCL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.**

**(1). Shri Abhay Kumar Khanna**

**E-mail: abhaykhanna43@yahoo.com**

**(To be executed on plain paper and submitted along with technical bid/tender documents for tenders having a value of Rs. 1 crore or more. To be signed by the bidder and BVFCL.)**

Brahmaputra Valley Fertilizers Corporation Limited (BVFCL) herein after referred to as "The Principal".

AND

\_\_\_\_\_ herein after referred to as "The

Bidder/Contractor"PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor/s(IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal.**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal



gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contract**

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

### **Section 6: Equal treatment of all Bidders/Contractors/Sub-contractors.**

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8: Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information

and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, BVFCL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, BVFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on BVFCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, BVFCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, BVFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

#### **Section 9: Pact Duration**

- This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.
- If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of BVFCL.
- This agreement is subject to Indian Law. Place of Performance and jurisdiction is the Registered Office of the Principal. i.e., Namrup, Assam.
- Changes and Supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their

original intentions.

- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

a. COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

“The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force.”

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: \_

Date: \_

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

Witness 2:

(Name & Address)

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Annexure-5**

**Self-Certification Form: Make In India (Local Content)**

**(On Party/Company's Letter Head)**

**Tender Ref. No.: BVFCL/MKTG/H&T/NIT/EX-PLANT/2022-23/01**

To

M/s Brahmaputra Valley Fertilizer Corporation Limited,

Corporate Office, Namrup.

**Sub: Self Certification as per clause 9(a) of Revised Public Procurement  
(Preference to Make in India Order, 2017 of DPIIT dated: 16.09.2020)**

Sir,

I.....(authorized signatory) for M/s.....

.....a 'Class I Local Supplier'/ 'Class II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for Class I Local Supplier Class II Local Supplier' (**Tick appropriate option & cut the other one**) and the Local Content percentage is.....

I also certify that the bidder M/s..... has not been debarred by any procuring entity from violation of this order.

The address is as below, where the local content/ value addition is made:

[Factory Address]

For M/s.....

Authorized Signatory

(with company seal & Name)

**Annexure -6**

**Model Clause Certificate: Public Procurement No. 1**

**(On Party/Company's Letter Head)**

**Tender Ref. No.: BVFCL/MKTG/H&T/NIT/EX-PLANT/2022-23/01**

To

M/s Brahmaputra Valley Fertilizers Corporation Limited,

Corporate Office, Namrup

**Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020**

Sir,

I.....(authorized signatory)  
for M/s..... have read the clause regarding restrictions on  
procurement from a bidder of a country which shares a land border with India. We  
certify that this bidder M/s..... [**Vendor Name & address**] is not  
from such a country

**or,**

if from such a country [**Tick appropriate option & cut the other one**], has been  
registered with the competent authority. We hereby certify that we fulfill all  
requirements in this regard and is eligible to be considered [***attach evidence of valid  
registration certificate with competent authority***].

For M/s.....

Authorized Signatory

(with company seal & Name)