



**E-TENDER FOR APPOINTMENT OF HANDLING AGENT FOR CLEARANCE
FORWARDING AND STEVEDORING AGENCY WORK OF IMPORTED BULK
UREA FERTILIZERS AT PARADIP (PICT) FOR 2022-23.**

IMPORTANT DETAIL

Tender No: BVFCL/GM(MKTG)/PARADIP/22-23/01
Tender issue date & time 29.04.2022 AT 14:30 HRS
Tender End date & time: 05.05.2022 AT 14:30 HRS
Bid Submission End date & time: 05.05.2022 AT 14:30 HRS
Technical bid opening date & time: 06.05.2022 AT 14:30 HRS

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.

(A Government of India Undertaking)

General Manager (Marketing & HR) BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD,
Corporate Office- Namrup, PO. Parbatpur, Pin-786623, district Dibrugarh, Assam, India,
Tel.:9435474773 E-Mail : ykgoel @bvfc.co.in

NOTICE INVITING TENDER (NIT)

SUBJECT: E-TENDER FERTILIZERS AT PICT (PARADIP) PORT. BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD (BVFCL) Dibrugarh intends to invite tenders for **Appointment of HANDLING AGENT FOR CLEARANCE FORWARDING AND STEVEDORING AGENCY WORK OF IMPORTED BULK UREA FERTILIZERS AT PARADIP (PICT) FOR 2022-23**. However the contract may be extended for another one year. The detailed jobs to be undertaken by agents are as detailed in the Scope of Work.

Part-A:-Basic Information, Dates and annexures details

1.	Bid Submission End Date & Time	05.05.2022 AT 14:30 HRS
2.	Techno Commercial Bid Opening Date & Time	06.05.2022 AT 14:30 HRS
3.	Quantity	3,00,000 MT (per annum estimated quantity)
4.	Price Bid Opening Date & Time	Only of technically qualified parties and to be intimated separately
5.	Offer Validity	UPTO 90 days from date of opening of Technical Bid
6.	Place of work	Paradip (PICT), Odisha
7.	Product	IMPORTED BULK UREA FERTILIZERS
8.	Address For Correspondence And For Collection And Submission of Documents	General Manager Marketing, BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD, Corporate Office- Namrup, PO. Parbatpur, Pin-786623, district Dibrugarh, Assam, India, Tel.:9435474773 E-Mail : ykgoel@bvfc.co.in
9.	Tender download	The Tender document can be downloaded from BVFCL's website www.BVFCL.com or https://etenders.gov.in/eprocure/app . Corrigendum/Addendum, if any, shall be published only on these websites and no separate communication shall be made in this regard.
10.	Tender Submission	Only through electronic mode for which Tenderers may log on to website https://etenders.gov.in/eprocure/app . For further details, refer to annexure-V & clause B -22. Incomplete tenders in any respect and/ or with deviation shall be rejected. Those bidders, who are technically qualified for opening of price bid, shall not be permitted to deviate any of the agreed terms and conditions of technical & un-priced commercial bid of the tender subsequent to the opening of price bid.
11.	Instruction submission for tender	All tender documents shall be in English language. All other information shall also be supplied by the bidder in English language. All quoted prices shall be indicated by bidder both in figures and words and where there is difference between quoted in figures and quoted in words, the prices quoted in words shall prevail. Tenders should be duly signed on all pages by the bidder(s) or by legally authorized representative, in letter head along with the firm's/ company's seal. No oral, telephonic or email tenders or modifications in the tenders shall be considered under any circumstances.
12.	Technical Bid format	To be filed & uploaded electronically on website as per Performa placed at Annexure-I (a) & (b)
13.	Price Bid format	To be filed electronically on website as per Performa placed at Annexure-II
14.	Agreement format	Performa for Agreement placed at Annexure-III
15.	Performa PBG	Performa for Performance Bank Guarantee Placed at Annexure-IV
16.	Special Instructions	Special Instructions for participating in tender electronically – Annexure-V
17.	Reporting	Performa for various Reports placed at Annexure-VI
18.	MSMED declaration	Performa for undertaking to be given by party regarding registration under MSMED Act-2006 placed at Annexure-VII
19.	Integrity Pact	Placed At Annexure-VIII
20.	Bid Security Declaration	Placed At Annexure-IX
21.	The prospective bidders having any common partners/Directors/Managing partners, etc., or having any other common criteria shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participating in the tender.	

Part-B:- Terms and Conditions

1.	BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD	The term "BVFCL" shall mean BVFCL having its Corporate Office- Namrup, PO. Parbatpur, Pin- 786623, district Dibrugarh, Assam, India and shall be deemed to include their successors and / or assignees, and shall include the Administrative and Executive Officers authorized to deal with matters relating to the contract.
2.	Definitions	<p>a) The "Contract" shall mean and include the Notice Inviting Tender (NIT), the instructions to the bidders, the tender with its annexures, the Letter of Intent accepting the offer, the terms and conditions (General and specific, if any), directions and comments conveyed in writing in the Work-order, its subsequent variations if any, authorized contract documents, or such other documents / specifications as may be prescribed by BVFCL.</p> <p>b) The term "Handling agent" shall mean person(s), firm or company with whom the contract has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.</p> <p>c) The term "BIDDERS" shall mean the person(s), firm or company, who offers a tender or quotation duly signed in response to this Notice Inviting Tenders (NIT) issued by BVFCL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.</p>
3.	Scope of Work	<p>This Notice Inviting Tender (NIT) is issued by BVFCL for appointment of CFS agent and inviting bids from reputed Stevedores. The Stevedores having valid Stevedoring license (mandatory) registered with Port Trust authority and who can undertake the job of custom clearance with their valid Custom House Agents license or with other party's Custom House Agents license with their consent are eligible for participation. The Stevedore should also have experience of handling bulk vessels at normal berth with bagging and dispatch of material to various destinations by rail and road for undertaking the work as detailed in the Scope of Work are eligible for participation:</p> <p><u>Port operations, Stevedoring</u></p> <p>a) Liaison with the vessel agent, Master of the vessel, Surveyors and other agencies, Port authorities' etc. regarding completion of vessel and Port related formalities and keeping BVFCL informed of all developments. Daily Status report on the berthing programme of the vessels at the port be given to BVFCL. Filing of Import General Manifest (IGM), if not filed by Owner's agent, to receive and accept Notice of Readiness (NOR), preparing and submission of Statement of Facts (SOF) on behalf of BVFCL, completion of disport documents and formalities within 7 days of sailing of vessel. Collection and sending of BVFCL Custom cleared Bill of Entry, copies of Normal weather working days (NWWD) and Half Weather Working Days (HWWD) certificates issued by Local Chamber of Commerce / Port authorities.</p> <p>b) Custom clearance, discharge from the vessel alongside berth or mid sea (include lighthouse & barging, if required). Loading of Bulk material from wharf into truck or dumpers, Handling & local shifting / transportation of Bulk material up to warehouse in clean and leak proof trucks/dumpers, neem coating as per specification, Manual/mechanical bagging in 45 Kg. net weight, machine stitching, stacking / de-stacking for loading into trucks/wagons (with transportation upto rake point) for dispatch. The handling agent is required to load the bulk cargo at wharf/shed/silo into the trucks to dispatch the material outside the port. The job includes liaison with port and Custom Department for deposition of payment due to Customs on behalf of BVFCL. The handling agent is also required to liaison with Railway's authority for timely indenting, placement and loading of rakes.</p> <p>c) Neem Coating of Bulk Urea: The Contractor will perform the Neem coating of the bulk Urea after the receipt of the same in the godown as per the specifications mentioned in Fertilizer Control Order 1985 (FCO) and its latest amendments i.e. Benzene Soluble Content, percent by Weight, minimum should be 0.035%. The handling agent should have its own Neem Coating Facility and same shall be available for neem coating of Urea. If there is any variation in the FCO specification for neem coating, the handling agent has to bear any liability and</p>

		<p>penalty so imposed by the authorities. It may be noted that Neem oil for the Neem Coating will be supplied by BVFCL & handling agent has to perform Neem Coating of the bulk urea before it is bagged & dispatched. CCTVs have to be installed where neem coating of urea is done. The video footage/recording of CCTVs may be preserved for a period of at least three months. The verification of such installation will be undertaken by officials of DoF. Separate rate must be quoted of Neem Coating facility.</p> <p>d) In addition to above, any other job incidental to above all activities shall be carried out. For operations like clearance, stevedoring and transportation, the Handling agent has to arrange to make all necessary payment to requisite authorities / agencies in time.</p> <p>e) If required, the handling agent shall arrange for open wagon loading (BOXN rakes) under the circumstances when the closed wagon rakes are not provided by railways.</p> <p>f) Handling agent has to make arrangements for godown for safety of bulk cargo/ bagged cargo.</p>
4.	Completion of Port / Custom related formalities in advance of the arrival of the vessel.	<p>a) Normally seven days' notice will be given by BVFCL for intimation of arrival of the vessel and in exceptional cases 24 hours advance notice may be given. The Handling agent will collect from BVFCL, the shipping documents / nomination papers / fixture note of shipment. It will be the Handling agent's responsibility to</p> <ul style="list-style-type: none"> (i) Arrange and complete all port related formalities; (ii) To arrange to prepare and execute Custom related formalities (viz. Finalization of Bill of Entry); (iii) To make payment of Port dues/wharfage and Custom duties on behalf of BVFCL in prescribed time as may be necessary for the commencement of discharge from the vessel immediately on arrival (iv) To ensure clearance of cargo within free time so as to avoid vessel demurrage. <p>b) The Handling agent agrees to indemnify and continue to keep indemnify BVFCL from all consequences arising from incorrect or improper or delayed documentation with Port and Custom Authorities and for any third party claims.</p> <p>c) Execution of bonds:- Where the original shipping documents are not available before the arrival of the ship, the Handling agent should get the required indemnity bond prepared in consultation with the vessel agent and BVFCL. If any other bonds are required to be executed, the Handling agent will promptly do so. The Handling agent shall complete all the necessary formalities and take steps so that delivery of the cargo could be obtained immediately.</p> <p>d) Cancellation of bonds: The cancellation of such bonds however should be done by the Handling agent within two months from the date of receipt of the original shipping and other documents from BVFCL. Failing which, he will be held responsible for all consequences, legal or otherwise.</p>
5.	Acceptance of 'Notice of Readiness'	<p>a) Immediately on arrival of the vessel within the port limits (commercial limit), the vessel owner's agent shall give notice of readiness to BVFCL or nominated agents during official working hours. The time at discharging port shall begin to count after 24 running hours after the vessel's arrival within the port limits and Notice of readiness tendered and accepted during official working hours i.e. 10.00 Hrs. to 17.00 Hrs from Monday to Friday and 10.00 to 12.00 Hrs on Saturdays (or during any of the periods exempted (for discharge port) even if used reported) and should be in free pratique, whether in berth or not. BVFCL or its handling agent have the right to work during excepted periods, such time used not to count as lay time.</p> <p>b) Time shall not be counted between 12.00 noon on Saturday and 8.00 a.m. on Monday and not between 5.00 p.m. (Noon if Saturday) on the last working day preceding a local and legal holiday and 8.00 a.m. on the first working day thereafter even if used, unless the vessel is already on demurrage. Receivers have the right to work during excepted period such time used not to count as lay time.</p> <p>c) Date and time of arrival / berthing: The time of NOR tendered and accepted, time</p>

		<p>of commencement and completion of discharge of each shipment should be intimated to BVFCL promptly.</p> <p>d) The Handling agent will keep all equipment & scales, etc., in good working condition. If any equipment is to be requisitioned from the port authorities for the BVFCL's work, the Handling agent will notify the Port authorities well in advance so that the work does not suffer in the absence of such port equipment.</p> <p>e) Crane, Grab hire charges / Portage and removal fee / vehicle license fees / charges for weighing scales / measurement fees / charges for port appliances etc., if any, incurred during bagging and loading of cargo, will be borne by the Handling agent.</p> <p>f) In case of a vessel allocated by DOF being gearless, the shore crane hire charges including waiting of the vessel if any, for shore crane berth will be on supplier 's account and lay time to commence and count with effect from the berthing of the vessel at shore crane berth or in terms of governing contract with supplier whichever is later.</p> <p>g) Discharge of Cargo and Calculation of Lay time and settlement of demurrage / dispatch: The handling agent shall ensure that the discharge of cargo takes place efficiently and the discharge rate of not less than 10000 MT per weather working day (PWWD) Sunday holiday excluding even if used (SHEXEIU) for four or more hatches pro-rata if less should be maintained including pre-berthing delays and lighter age. All Time Used To Count (ATUTC), whether the vessel is in Berth Or not (WIBON). The handling agent will be responsible for maintaining minimum stipulated discharge rate, as specified above. For the vessel berthed under priority group/Government priority, if port authorities pull the vessel due to non-maintaining the agreed discharge rate, then all consequential losses will be on handling agent's account.</p>
6.	Vessel discharge and Demurrage	<p>a) The Handling agent will be required to render all necessary and incidental services which are expected of a clearing agent and shall ensure that discharge of cargo is completed within the free time and that no demurrage is incurred on the vessel carrying the cargo.</p> <p>b) The handling agent shall be responsible for liaison with the Port Authorities for quick berthing of the Vessels at the discharge port. All demurrage, pre or post berthing of vessels at discharge port shall be to handling agent's account. BVFCL will not entertain any claim of demurrage on account of pre-berthing detention/detention before commencement of discharge, detention arising out of non-acceptance/delay in acceptance of vessel, delay in discharge or non-compliance of any other condition of the contract. In case Vessel owner invoke the arbitration clause of charter party for lay time dispute at discharge port, all the expenses of arbitration would be borne by the handling agent and the award would be passed on to them.</p> <p>c) The handling agent shall furnish the custom cleared Bill of Entry (Home Consumption copy) and all Custom attested Shipping documents to BVFCL immediately after normal completion of discharge.</p> <p>d) The Handling agent shall, after the completion of discharge of the vessel obtain from the Master/Owners of the Ships</p> <p>(1) "Certificate of completion of discharge" implying that the Discharge has been completed and no cargo is left on board.</p> <p>(2) "No Damage Certificate".</p> <p>e) In case of any unforeseen happening such as major fire at the port, disrupting normal process of discharge at any port, BVFCL reserves the right to modify relevant contractual provisions, relating to pre/post berthing demurrage, rate of discharge to be achieved by the handling agent and other connected matters in consultation with the port authorities. The decision of BVFCL is final in this regard.</p> <p>f) If during the discharge of cargo, it is found that use of mechanical equipment viz. pay loaders, excavator etc., inside the ship-hold is necessary for loosening the cargo and for maintaining a satisfactory rate of discharge, it shall be the responsibility of the Handling agent to provide for the same at his cost.</p>

		<p>g) Demurrage, if any, would be to the handling agent's account and will be recovered in full on a vessel to vessel basis. However, if the vessel incurs demurrage for any reason, no dispatch shall be paid to the handling agent.</p> <p>h) The time under demurrage/dispatch shall be worked out based on the agreed discharge rate as per clause No. 5(g) above and only demurrage rate shall be in accordance with the fixture detail/note./Charter Party (CP) /DOF Fixation letter. The dispatch money calculated on the basis of agreed discharge rate for early discharge of vessel shall be shared by BVFCL and the Handling agent at 75:25 ratio upon receipt from the supplier. The demurrage, if any, as per the agreed discharge rate shall be recovered from the Handling agent.</p> <p>i) Benefit of national and port holidays (duly supported by port circular) shall be considered.</p> <p>j) Rain stoppage as indicated in the statement of facts shall be considered.</p> <p>k) If after berthing of vessel due to Handling agent's inefficiency, negligence or any reason of discharge rate of 10000 MTs for imported Fertilizers PWWD SHEXEIU from NOR is not maintained, the Company reserves the right to hold the Handling agent responsible for demurrage, calculated on the basis of output of 10000 MTs PWWD SHEXEIU and recover it in full from Handling agent's bills.</p> <p>l) The time allowed to the handling agent shall be as per discharge rate given above without any reference to BVFCL contract terms with the supplier and accordingly demurrage / dispatch on handling agent's account shall be worked out.</p> <p>m) The Handling agent is responsible for ship demurrage from NOR as per chartered party terms and hence pre-berthing and post berthing time is on handling agent's account and handling agent has to manage for early berthing or discharge through barges at his costs. Government may or may not give government priority for fertilizer.</p> <p>n) The handling agent shall be solely responsible for any damage or loss to property of the Port or workers or the officers of the port or Dock Labour Board arising out of or as a consequence of negligence on part of the Handling agent's employees. The Handling agent shall fully indemnify and keep BVFCL harmless at all times against any and all claims of third parties against any such loss or damage caused.</p> <p>o) The Handling agent shall ensure that daily stevedoring reports are duly prepared incorporating the details of time used for opening and closing of hatches, rain detentions, time lost due to turning around of vessel or shifting of vessel either due to the instructions by the Port authority or for convenience of the ship owners, or time lost due to malfunctioning of ship's gears or work stoppages due to repairs of ship's gears, power failure at vessel, time lost due to the malfunctioning of port handling equipment, loss of lay time etc., and countersigned by the Master/Chief Officer, Stevedores on a day-to-day basis and submitted to BVFCL.</p> <p>p) The Handling agent shall send to BVFCL, in the prescribed format by Fax or e-mail, on a daily basis, the berthing program of the vessels expected at port, discharge / bagging, dispatch particulars for BVFCL vessels.</p> <p>q) The Handling agent will arrange to receive the cargo in dry and clean shed/ warehouse and arrange to send to standardization area through leak proof trucks/tippers/ dumpers. If the material is received in lumps/caked form, the Handling agent shall be responsible to make material "free flowing" at no extra cost.</p> <p>r) The handling agent will arrange sufficient covered godowns inside/outside port. No extra transportation charges payable by BVFCL if handling agent fails to arrange covered godowns in port, / outside port.</p>
7.	Damaged Cargo on board	<p>If the vessel is found to contain any damaged cargo, it will be the Handling agent's responsibility to immediately put the Master of the vessel on notice on behalf of BVFCL and intimate BVFCL accordingly. The Handling agent shall thereafter fully assist Surveyor appointed by BVFCL in assessing the loss/damage. The Handling agent shall ensure that the discharge and storage of damaged cargo is done separately in port/normal godown/warehouse, to avoid mix up with good cargo.</p>
8.	Preparation of Statement of Facts	<p>a) After the completion of discharge of a vessel, the Handling agent shall prepare the Statement of Facts (SOF). The SOF shall be duly signed and accepted by the Owners/Agents of the Vessel, Master of the vessel and stevedore's signature. All necessary remarks, entries etc. pertaining to the vessel handling operations should be</p>

		<p>made so that interests of BVFCL are duly protected. Failure to do so will be deemed as negligence on the part of the Handling agent and the Handling agent will be held responsible for any loss that BVFCL may suffer. The SOF along with all necessary documents viz. Stevedoring reports etc. will be submitted to BVFCL, by the Handling agent immediately on sailing of vessel by email. The original discharge port documents must be sent within 7 days by post after completion of discharge.</p> <p>b) The Handling agent shall also compile and prepare a draft lay time sheet, which will be sent to BVFCL, within seven days after completion of discharge of the vessel.</p>
9.	Bagging, Standardization and Dispatch	<p>a) Handling agent will arrange and conduct packing of material in 45 kg bags by using scales duly certified by weight and measures department as per instruction and indent placed by BVFCL. The packing material shall be provided by BVFCL at the Warehouse of handling agent. The packing containing the company's brand name, logo(s) and other intellectual property whether usable, damaged, excess or otherwise, shall not be used by the Handling agent for any purpose other than for packing of the company's product.</p> <p>b) The material is for agriculture use and utmost care is required at the time of handling and packing to prevent the cargo from any adulteration.</p> <p>c) The handling agent shall ensure that at least 5500 MT per day bulk cargo (i.e. two rake load and sufficient quantity for road dispatches) is bagged on all days except on the port/national holidays provided sufficient rake indents are listed with Railways.</p> <p>d) The bagging operations should be geared in such a way that the removal of entire quantity would be within free time allowed in the contract.</p> <p>e) Packed bags should be duly machine stitched with good quality double stitching polypropylene thread, denier 1680 D and multifilament yarn needle stitching machine, Weighment machine and stitching machine with yarn are to be arranged by handling agent at their cost. The handling agent shall also provide facility to mechanized bagging.</p> <p>f) The filled in and stitched bags shall be test weighed on random basis in the presence of BVFCL's Surveyors/representatives and if any variation in weight is observed, the Handling agent will have to re-standardize the lot at their cost.</p>
10.	Bagging and Penalty for short Weighment	<p>While repacking into bags, handling agent will arrange for accurate filling as per gross weight printed on bag. If there is any short filling found by BVFCL Officer /Legal Metrology or Weights and Measurement Department personnel, handling agent will be responsible for settlement of case and a penalty amount equivalent to the 1.5 times value of cost of shortages found in the consignment along with the standardization expenses incurred and cost of bags ruptured during the process would be levied and the same would be recovered from the handling agent's bills payable or any other amount lying with BVFCL. For arriving at value, CIF rate as per invoice + custom duty including IGST as per BE+ any other charges of the concern vessel handled by the Handling agent and the applicable exchange rate shall be based on exchange rate considered by Custom Deptt in bill of entry. shall be considered.</p> <p>a) If during stevedoring operations any damaged cargo is formed, same shall be immediately collected and kept separately and instructions be sought from BVFCL regarding its bagging / disposal.</p> <p>b) The handling agent shall ensure that no slack or torn bag is delivered either to the road transporters or to the consignees or loaded into Railway wagons. Such slack or torn bags are mended by the handling agent before dispatch.</p> <p>c) While handling the bagged cargo, hook should not be used at any point of time. In case, it is found that the hooks are being used for handling of bags at any point of time, suitable penalty, as decided by BVFCL, would be levied on the handling agent to recover cost.</p>
11.	Handling of Empty Bags	<p>a) BVFCL shall dispatch empty bags in bales by road with a prior intimation to the handling agent who shall arrange for their receipt, unloading and storage. Any numerical shortages of bales will be immediately notified to the carriers under intimation to BVFCL. The Handling agent shall make arrangements for safe covered space for storing at least 15 lakhs bags. Counting, inspection, sample testing and reporting thereof will be undertaken by the nominated inspection agency as prescribed by BVFCL.</p> <p>b) The Handling agent shall account for the bags utilized, for bagging. The permissible limit of five (5) bags per thousand (1000) bags used i.e. 0.5% loss on vessel to vessel</p>

		<p>basis on account of all types of handling losses including cut and torn of empty bags, is allowed while conducting the operations.</p> <p>c) BVFCL will recover from the Handling agent, the value of loss beyond the permissible limit of empty bags at the rate of 150% of the cost of bags to BVFCL. The handling agent shall provide complete account of used/unused bags on quarterly basis.</p>
12.	Filing of the claims	<p>a) The Handling agent shall, on behalf of the Company, promptly prepare claims and lodge all claims with Customs including refund of custom duty, Carriers, Vessel agents, Insurance, Port Trust etc. within a fortnight, with a copy to BVFCL and pursue the same till they are settled. This obligation of the Handling agent shall continue till the claims are settled notwithstanding the expiry of time or termination of the Contract.</p> <p>b) In all refund applications / claims filed by the Handling agent on behalf of BVFCL with Customs, Port Trust, Carriers / Vessel agents etc., the Handling agent shall incorporate the following clause: "Any refund, other amount payable / repayable arising out of this claim is payable to M/s. BVFCL. Refund order / cheques should be issued in the name of "M/s BVFCL" payable at Namrup / Guwahati".</p>
13.	Discrepancy in the quantity delivered	<p>a) In case of discrepancy in the Bill of Lading quantity and Draft Survey quantity it shall be the responsibility of the Handling agent to bring this fact to the notice of all the concerned i.e. (1) Vessel owner / agent (2) Supplier's/Charterer's agent (3) BVFCL (4) Customs (5) Port authority etc., and lodge necessary claims and follow them till settlement. This should be strictly followed to avoid any Show Cause Memo from Customs authorities on account of shortage in Manifested quantity.</p> <p>b) In case the quantity of cargo exceeds than that of stated in Bill of Lading, all necessary Customs and other formalities required with Custom department should be completed immediately and the cargo is released at the earliest.</p> <p>c) The Handling agent shall obtain the required documents, short landing certificates, and all other documents within the time limit prescribed under the applicable laws / rules and regulations and Charter Parties from time to time so as to enable him to substantiate the claims on behalf of BVFCL and to obtain compensation from the carriers, Port Trust, Customs and other bodies and agencies and persons. In case of short landing, it is the responsibility of the handling agent to get the endorsement from the "Master of the Vessel or Owner's Agent / Surveyor on the Joint Draft Survey Report and Statement of Facts (SOF).</p> <p>d) Dispatches / deliveries whether in bulk or after bagging, shall be effected by the Handling agent strictly as per instructions contained in the serially numbered Delivery Orders / Stock transfer orders issued by BVFCL. It shall also be the Handling agent's responsibility to obtain unqualified acknowledgements of all deliveries affected through them.</p> <p>e) The Handling agent will take care to sweep/clean the shed / godown, wharf, barge etc. ensuring maximum care against contamination and collect all such sweeping relating to each shipment.</p>
14.	Port demurrage	<p>a) It shall be the Handling agent's responsibility to ensure that all cargo is discharged from a given vessel and is cleared from the wharf/transit shed within the free time allowed by the Port Authorities. If the cargo incurs any demurrage or transit dues or shed rent at penal rates due to non- clearance within the free period allowed by the Port Authorities, the same shall be to the account of the Handling agent.</p> <p>b) BVFCL may at its discretion carry out a physical verification of the cargo stocks and empty bags etc. The Handling agent shall provide all required assistance for this operation and he will be fully responsible for any variation or discrepancy found during such verifications.</p>
15.	Handling and Transit loss	<p>a) The quantity at the port will be determined on the basis of Bill of Lading except where the Joint Draft Survey Report indicates a difference over the quantity shown in the Bill of Lading then quantity of Joint Draft Survey Report would be considered.</p> <p>b) The Handling agent shall take all steps to prevent loss and / or damage to the IMPORTED UREA FERTILIZERS handled by him on behalf of BVFCL during the period the</p>

		<p>fertilizers are under his charge or in the custody of the Port Trust. The Handling agent will have to make good to BVFCL, on demand, any loss or damage to cargo due to the negligence or failure on his part to take proper precaution and / or to fulfill its obligations.</p> <p>c) The handling agent shall be vigilant and ensure that the spillage or any losses during stevedoring and handling operations at port is minimal. Handling loss up to a maximum of 0.15% (including sweepings, discolored & damaged material, destination shortage, etc.) during discharge/standardization/ bagging and delivery up to destination shall be allowed to contractor for the quantity accepted as per above norms on vessel to vessel basis. The recovery for Handling loss beyond 0.15% shall be made at the cost i.e :- CIF rate as per invoice + custom duty including IGST as per BE+ any other charges of the concern vessel handled by the Handling agent and the applicable exchange rate shall be based on exchange rate considered by Custom Deptt in bill of entry.</p> <p>The quantity of vessel shall be derived as below to assess the handling losses.</p> <ol style="list-style-type: none"> B/L quantity, in case the draft survey quantity is up to $\pm 0.25\%$ of B/L quantity) and Draft survey quantity, in case the draft survey quantity is more than $\pm 0.25\%$ of B/L quantity. <p>d) The losses allowed should not be taken as an allowance and is subject to proper documentation and verification. BVFCL shall have the right in its sole discretion to consider the explanation regarding abnormal shortage occurred in any shipment, given by Handling agent, on the basis of performance of the Handling agent. The abnormal sweepings will attract recovery from the handling agent. The freight expenses of shortages will not be paid.</p> <p>e) The Handling agent will be responsible, while goods are in their custody, (i.e. from the time the material is discharged from the vessel into godown till the same is dispatched), for any deterioration, losses, during various operations including handling, shifting, bagging, loading etc.</p>
16.	Transportation	<p>By Rail</p> <p>a) The handling agent shall place indents in accordance with BVFCL's dispatch instructions by paying the required registration fee to the Railways. It shall be the handling agent's responsibility to complete the forwarding notes properly so that the correct rail freight classification and priority is made applicable to the movement. It shall also be the handling agent's responsibility to ascertain from the railways the freight classification and priority applicable from time to time.</p> <p>b) The handling agent shall follow up with the concerned Railway authorities for allotment of rakes as per indents placed. In case of any delay / difficulty in allotment, BVFCL should be kept informed for the same.</p> <p>c) All dispatches should be effected on "freight paid" basis. It shall be the handling agent's responsibility to keep BVFCL advised from time to time regarding requirement of funds for payment of Railway freight to enable us to arrange for payment of rail freight.</p> <p>d) If for any reason, wagons are to be unloaded at the request of railways, the handling agent at his cost shall arrange the unloading and subsequent reloading.</p> <p>e) After the loading is completed, handling agent shall obtain and scrutinize the eRRs to ensure that they are correctly made and there is no discrepancy of any nature.</p> <p>f) The handling agent will arrange to send the eRRs to BVFCL well before actual arrival of rake at final destination. The handling agent shall arrange to e-mail/courier all the statements giving all particulars as may be prescribed by BVFCL from time to time.</p> <p>g) <u>Railway Wharfage / Demurrage:</u> The wagons when allotted and placed should be inspected for fitness. The handling agent shall ensure that the wagons are cleaned and no external contamination should occur on the surface of the bags before loading to maximum carrying capacity within the time allowed and without incurring any wharfage / demurrage. Wharfage / demurrage, if incurred will be to the handling agent's account. Any idle freight charged by Railways at dispatching station or destination station consequent to wagon not being loaded to full capacity will be recovered from the handling agent.</p>

		<p>h) Supply of fertilizers in Open Wagon (Box N type Railway Wagons): Handling agent have to arrange for tarpaulins for covering open wagons, plastic sheets for placing at the bottom of rake to protect bagged fertilizers from dirt and dust and latches for tying open wagon on tarpaulins. The tarpaulins so used shall be as per IS-7903/1995 (revised upto date), 200 GSM, 10X10 mesh and 1,000 diner. The handling agent shall arrange tarpaulin on behalf of BVFCL.</p> <p>Normally covered wagons will be provided by railways for transportation of urea from ports to various destinations. However, in case urea is transported in open rakes provided by Indian Railways, the CFS will be entitled to get lump sum reimbursement of Rs. 68,000 per rake separately for making arrangement for safe carriage of urea.</p> <p>By Road</p> <p>a) Handling agent shall load the trucks as and when required for transportation of IMPORTED UREA FERTILIZERS by road as per indents placed by BVFCL.</p> <p>b) Handling agent shall ensure to provide the details of material loaded in the truck.</p> <p>c) Handling agent shall send Stock transfer advice; e- way bill and weighment slip for total net weight loaded in the truck.</p> <p>d) The material will be deliver on F.O.R basis however handling agent is advised to keep a written receipt for receiving of material from transporter/truck driver.</p>
17.	Transit Loss	<p>a) The shortages noticed at the Railhead destinations, as certified by BVFCL, shall be considered as transit loss and considered for recovery as per clause -15 (c). The handling agent should also send their representative at the Railhead destinations to ascertain the transit shortages.</p> <p>b) On ascertaining the shortages attributable to the handling agent, freight paid on such quantity shall also be deducted at actual from handling agent 's bills.</p> <p>c) All the Books, Records and Registers of the handling agent pertaining to the work entrusted to them shall be open for inspection of the authorized representatives of BVFCL.</p>
18.	Performance	<p>The performance of Handling agent will be judged on the basis of: -</p> <p>a) Quality and speed in operations and timely submission of reports.</p> <p>b) Quickly dispatch of material by rail/road.</p> <p>c) Accountability and accuracy of stock as per reports.</p> <p>d) Good housekeeping of Warehouse and ensuring good quality of material at Warehouse.</p> <p>e) Co-operation and relationship with Port authorities, customs and railways s for smooth clearance of consignments.</p> <p>No minimum quantity of IMPORTED UREA FERTILIZERS, to be handled, is guaranteed under this contract. If the services of the Handling agent are not availed for any reason, the same shall not be the basis for any claim whatsoever.</p>
19.	Warehousing	<p>a) The Handling agent will keep company product in warehouse and shall have documentation which is necessary to store Imported UREA Fertilizers in warehouse as per prevailing law.</p> <p>b) The Handling agent shall arrange for covered pucca-godown within the port or outside port premises as required to store bulk and bagged cargo till the material is dispatched. Godown charges/rent till free period shall be borne by the Handling agent. The storage should be proper and ensure protection of cargo from rain, flood etc. Dunnage, tarpaulins, polythene sheets etc., should be spread by the Handling agent on the floor of the godown to make it damp proof. Storage of packed cargo should be on scientific lines in properly countable stacks.</p> <p>c) Handling agent should also provide adequate tarpaulin to cover the material during the transit, storage etc., to avoid any loss due to rain water, flood etc. The Handling agent shall take proper care of bulk / bagged material and packing materials and provide tarpaulins at all operational points to avoid damage/loss to the material.</p> <p>d) The Handling agent shall not have any right or lien on the cargo, packing materials and other properties entrusted to them by BVFCL during handling operations.</p> <p>e) All necessary and reasonable arrangements shall be made by the Handling agent to ensure safety and security of cargo at all times till the goods are dispatched from the port.</p>

		<p>f) The Handling agent shall provide the assistance whenever BVFCL appointed surveyor carries out survey and / or cargo supervision work.</p> <p>g) Handling agent shall provide 30 days' free storage period from the next day after completion of discharge. Handling agent should maximize dispatches after packing so that material is dispatched within the free storage period for which BVFCL will ensure that sufficient indents are placed at all times for smooth dispatches.</p> <p>h) The warehouse rent shall be paid on the stock on the 1st day of every fortnight.</p> <p>i) The warehouse shall be fit for the storage. Products will be provided with required dunnage upto appropriate thickness of stack, so that stock is safe against wet ground. And there is no absorption of moisture by product. The height of packed material stack will be up to 20 bags only.</p> <p>j) Under no circumstances shall material be moved out of Warehouse without any valid document in writing like Indent/STA (stock transfer advice)/Delivery instructions (DI) issued by authorized representatives of company. The Delivery Challans shall accompany with e-waybills.</p> <p>k) The Handling agent shall ensure that maximum product loss shall not exceed as detailed at clause no. 15(c). Any product loss due to reasons outside handling agent's control will be immediately informed to company and further actions will be taken as per company advice.</p> <p>l) Handling agent will arrange for proper lighting in warehouse. It will be Handling agent's responsibility to man security of the stock.</p>
20.	Co-ordination	<p>a) Handling agent will keep close liaison with Ship Owners/Agents or Principals, Customs, Port Authorities, etc, for receipt and clearance of stock from Port without any obstacles.</p> <p>b) The Handling agent will arrange for well trained and sufficient manpower for supervision and execution of operations as per requirement and as per advice of company personnel.</p> <p>c) The Handling agent will, in their execution of services under the contract, adhere to procedures and routines advised by BVFCL and instructions thereon, as amended time to time.</p> <p>d) The Handling agent will be conversant of commercial rules/regulations to protect interests of BVFCL. They will keep BVFCL personnel informed in writing on charges or in operations which can result commercial loss or increase in expenses to BVFCL.</p> <p>e) Handling agent will not make any payment on behalf of company without having written permission from BVFCL for the same.</p> <p>f) Representatives of BVFCL shall be entitled to visit the Handling agent's premises where the services are being performed during working hours with or without providing any advance notice to handling agent.</p>
21.	Reporting	<p>The Handling agent shall send report on operations whenever a transaction occurs through email to authorized personnel of BVFCL. In addition to above, handling agent will also send operations report once in week in excel/PDF format for necessary storage/filing of documents. In case of any differences, the stored/filed documents will be considered final. The reports will be sent in format as per Annexure-VI.</p>
22.	Clarifications	<p>NIT shall be considered to have been read / understood when bidder is going for electronically filling of Technical and price bids. Any clarifications on NIT should be sought in writing well before the electronically submission of the tender. BVFCL will provide the clarification in writing. However, failure to receive any addendum or clarification shall not relieve the bidder of any of the obligations stipulated in the NIT. The terms and conditions as specified in the contract shall be final.</p> <p>For bidder who are themselves operating private ports or those bidder who are permitted (Licensed) by the ports to handle of bulk fertilizers on singular basis, the following clauses of the tender documents shall not be applicable i.e. Clause No 29.</p>
23.	Earnest Money Deposit (EMD)/Bid Security: 1.00 Lakh.	

24.	<p>Security Deposit:</p> <p>a) Submission of Security Deposit For proper and timely fulfillment of the Contract, an Interest Free Security Deposit has to be paid to BVFCL without any exemption. The amount of the security deposit to be paid will be as under:</p> <table border="1" data-bbox="358 281 1295 422"> <tr> <td>For the contract value upto Rs.5 lakh</td><td>NIL</td></tr> <tr> <td>For the contract value above Rs.5 lakh and upto Rs.25 lakh</td><td>3%</td></tr> <tr> <td>For the contract value above Rs.25 lakh and upto Rs.50 lakh</td><td>3%</td></tr> <tr> <td>For the contract value above Rs.50 lakh</td><td>3%</td></tr> </table> <p>The security deposit will be calculated on above basis for the estimated contract value. In case contract is awarded for more than one year, the security deposit shall be calculated on annual basis and same can be extended before expiry of the previous security deposit.</p> <p>The security deposit shall be deposited by the Handling agent within seven working days from the issue of Lol or on nomination of first vessel at port, for the value of the contract as detailed as above in the form of Demand Draft/Bank Guarantee/RTGS in favour of Brahmaputra Valley Fertilizer Corporation Ltd., payable at Namrup / Dibrugarh. The handling agent can either submit balance security or submit full amount of security deposit and take the refund of Initial Security Deposit.</p> <p>Final Security Deposit is also acceptable in Bank Guarantee in lieu of Demand Draft /RTGS as per BVFCL proforma (attached in Annexure-IV) from schedule bank except Garmin Bank and Co-operative Bank. The Bank Guarantee shall be furnished to BVFCL, for a suitable period as prescribed by BVFCL in the Lol and shall remain valid for a minimum additional period of 06 (Six) months from date of expiry of contract.</p> <p>The Handling Agent shall also arrange to send BG advice (including all amendments) by their issuing bank through SFMS platform directly to the BVFCL banker i.e. SBI, Namrup, IFSC Code SBIN0000223, The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <ol style="list-style-type: none"> MT 760 COV for issuance of Bank Guarantee MT 767 COV for amendment of Bank Guarantee The above message /intimation shall be sent through SFMS by the BG issuing Bank Branch to HDFC Bank Duliajan Branch IFSC:HDFC0002118 SWIFT code- HDFCINBBCAL, Branch Address- HDFC Bank Ltd Duliajan Branch , Utopia Complex, BOC gate Jayanagar Duliajan District – Dibrugarh , PIN-786602 <p>b) Forfeiture of the Security Deposit In the event of any breach of any of the terms and conditions of the Contract or if the Handling agent neglects, delays or fails to perform according to the terms & conditions of the contract, BVFCL shall have right to forfeit the Security deposit. The Security Deposit shall remain at the disposal of BVFCL as a security for the satisfactory execution and completion of the Contract as per terms and conditions specified in it. BVFCL shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the Handling agent under this contract.</p> <p>c) Refund of Security Deposit On due satisfactory performance and completion of the contract in all respects, the Security deposit will be refunded to the Handling agent without any interest on presentation of an absolute “No Demand Certificate” from the concerned BVFCL personnel and upon returning, in good condition, of any property belonging to BVFCL, which may have been issued to the Handling agent within 3 months of settlement of final bills. Alternatively, the same could be adjusted (depending on the contract value for the next vessel) subject to agreement of the same from the party. “No Demand Certificate” shall not be issued if the Handling agent fails to cancel all the bonds issued in lieu of original documents during the handling of the vessels.</p>	For the contract value upto Rs.5 lakh	NIL	For the contract value above Rs.5 lakh and upto Rs.25 lakh	3%	For the contract value above Rs.25 lakh and upto Rs.50 lakh	3%	For the contract value above Rs.50 lakh	3%
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25.	<table border="1" data-bbox="316 1669 1463 1940"> <tr> <td data-bbox="316 1669 527 1940">Authorized representative</td><td data-bbox="527 1669 1463 1940"> <p>The Handling agent shall furnish to BVFCL the name, designation and address of his authorized representative who shall be, in addition to the Handling agent, responsible for the operation of this contract. All communications and references from BVFCL shall be deemed to have been issued to the Handling agent, if delivered to his authorized representative or left at the address so given. BVFCL shall nominate an officer, who would be the authorized representative to act on behalf of BVFCL and give instructions to the Handling agent.</p> <p>During the period of the contract, no alteration in the constitution of the firm (Proprietor/partnership/Limited) shall be carried out without the prior written consent</p> </td></tr> </table>	Authorized representative	<p>The Handling agent shall furnish to BVFCL the name, designation and address of his authorized representative who shall be, in addition to the Handling agent, responsible for the operation of this contract. All communications and references from BVFCL shall be deemed to have been issued to the Handling agent, if delivered to his authorized representative or left at the address so given. BVFCL shall nominate an officer, who would be the authorized representative to act on behalf of BVFCL and give instructions to the Handling agent.</p> <p>During the period of the contract, no alteration in the constitution of the firm (Proprietor/partnership/Limited) shall be carried out without the prior written consent</p>						
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		of BVFCL. Any change in the constitution of the firm will not affect the validity of the contract/liability of contract and all the existing partners at the time of entering into contract shall be jointly and severally liable for the performance of the contract.
26.	Commencement of Work	<p>a) The Handling agent shall commence the work immediately on receipt of the Letter of Intent (LoI) / Work order (WO) from BVFCL, as the liability to perform the contract will begin immediately on the receipt thereof. Formalities pertaining to Security Deposit and Agreement and submission of any other documents, shall be completed within seven days from receipt of LOI/WO. However, pending completion of these formalities the Handling agent should be ready to commence the work.</p> <p>b) BVFCL reserves the right of placing the contract simultaneously or at any time during the period of the contract with one or more Handling agents as it may think fit.</p> <p>c) The Handling agent should ensure safe execution of the job and observe all the safety regulations of the port authority. For non-compliance of any of safety rules, the Handling agent will be solely responsible for the consequences including losses and damages.</p>
27.	Period of Contract	<p>a) The Contract is valid for a period of One year from date of issuance of Letter of Intent which can be extendable by one year depending on satisfactory performance of the Handling agent on the same quantity, rate, terms and conditions at mutual consent of the both parties. However, BVFCL will have the right to terminate the contract at anytime without assigning any reason by giving seven days' notice.</p> <p>b) The contract quantity/value for initial one year period can be enhanced further up to 50% of the initial contract quantity/value with the sole discretion of BVFCL.</p> <p>c) In the event any vessel is under nomination, loading/sailing / under discharge and the material is under dispatch on the last day of the Contract (including in its extended period), the contract would automatically get extended till the completion of entire operation and submission of final report by the Handling agent to the satisfaction of BVFCL.</p> <p>d) BVFCL reserves the right to get the job done by third party/port in part or full at the risk and cost of the Handling agent, if in the opinion of BVFCL the performance of the Handling agent is not satisfactory.</p> <p>e) Before submitting the tender, the bidders should satisfy themselves of all existing conditions, limitations and official regulations on the site of the work and enroute and the laws governing the contract. No claim whatsoever shall be entertained on the grounds of ignorance of all applicable laws, site conditions and / or conditions prevailing in the surrounding areas.</p>
28.	Right of acceptance or rejection of Tender	BVFCL reserves the right to accept at their sole and unfettered discretion, any tender wholly or partly or to reject any or all tenders without assigning any reason thereof. No claim for compensation etc., whatsoever will be entertained by BVFCL from unsuccessful tenderers. BVFCL reserves the right to refuse/accept the tender document or reject the tender while opening or evaluating the tender if the past performance of the Handling agent in the opinion of BVFCL was unsatisfactory. The decision of BVFCL regarding performance evaluation shall be final.
29.	Splitting / Parallel Contract	<p>Brahmaputra Valley Fertilizer Corporation Ltd. reserves the right to split the tender in parts and award the Contract in full or in parts simultaneously or at any time during the currency/period of the contract with one or more handling agent(s) as deemed fit. The order quantity will be split in the ratio of 70:30 between L1 bidder and next lowest bidder in sequence, who matches the price quoted by L1 bidder.</p> <p>If the performance of the Handling agent is found unsatisfactory, the quantities allotted to the successful bidders may be reduced after giving the bidders due notice regarding their under performance.</p> <p>Due to bunching of the vessels, faster evacuation, seasonal requirement, availability of trucks, preference will be given among the selected Handling agents who is having ready and adequate infrastructure, labour availability at that particular time despite the above mentioned ratio.</p>
30.	Volume of Work	The estimated quantum of work to be handled is 4,00,000 MT of imported bulk UREA Fertilizers. The above is an approximate assessment of the work and the quantity is only indicative and no guarantee can be given as to any definite volume of work which will be

		entrusted to the Handling agent at any time as these figures are likely to vary or even become nil solely at the discretion of BVFCL. Payment will be made only on the quantity actually handled.
31.	Compensation for submission of Tender	Bidders shall not be entitled to claim any cost, expenses for or in connection with the preparation and submission of their tender even though BVFCL may elect to withdraw the invitation to tender or reject all tenders.
32.	Handling rates	<p>a) The bidders should quote rates on per Metric Tones basis exclusive of GST as per Annexure-II. The rates should be mentioned both in words and figures. Quoting of rates in figures and words is mandatory. The rates so quoted shall be all inclusive and no claim for extra will be entertained. The rates contracted shall be firm during the validity period (normal/extended) of the contract and no escalation in the rates will be entertained on any grounds during the contract period.</p> <p>b) The rates quoted should be inclusive of all duties, taxes (except GST), charges and any other levies, charges such as labour cost, levies, overtime, day & night charges, detention charges, charges for hire and use of mechanical equipment viz. excavator, grab, crane, JCB. BVFCL shall not entertain any claim for extra payments on what so ever account.</p> <p>c) The rates quoted are all inclusive of applicable taxes, levies, as applicable (excluding GST) and no claim for extra will be entertained. The tenderer shall be responsible for the payment of the taxes to the concerned Government Authority. The Handling agent shall pay all taxes and levies, if any leviable in respect of the operations governed by this contract.</p> <p>d) Statutory Cargo related charges viz. wharfage including pollution charges if any /custom duty will be paid to port / custom authorities by BVFCL as per the relevant notification. The Handling agent will advise and duly assist BVFCL in this matter to deposit the same with concerned authorities. Railway siding charges if any would be borne by the handling agent. Also the priority berthing charges payable to port if any will be borne by the handling agent.</p>
33.	Agreement	<p>a) The Handling agent shall execute an agreement as per the format (Annexure-III) with BVFCL within seven days of receipt of the Lol/Work-order on a Non-Judicial stamp paper of Rs. 200/-</p> <p>b) Pending execution of the agreement, the tender documents, letters of acceptance and other relevant letters and communication between the Handling agent and BVFCL shall constitute a binding contract.</p>
34.	Miscellaneous	<p>a) All persons employed by the Handling agent shall be engaged by him as his own employees in all respects and the responsibility under the Indian Factories Act or the Workmen's compensation Act or Employees Provident Fund Act, or Employees State Insurance Act or M.T.W. Act, or any other similar or their enactment/Act(s); as applicable in respect of all such personnel shall be that of the Handling agent only. In case BVFCL, as a principal employer, has to incur any expenditure by way of contribution to the Handling agent's workmen under the workmen's compensation Act or any other similar enactments, such expenditure incurred by M/s BVFCL, shall be recovered in full from the Security Deposit/bills of the Handling agent. In addition, for any obligation or liabilities discharged or performed by M/s BVFCL, at the request of or on the failure of the Handling agent to perform such obligations/liabilities under any law such expenditure incurred by M/s BVFCL, shall be recovered from the Security Deposit/bills of the contract. The Handling agent shall arrange all statutory facilities such as First Aid, Medical Treatment, insurance, etc. to the workers under his control while working with M/s BVFCL.</p> <p>b) If the Handling agent's lorry(s) while entering or leaving and/or in the process of taking delivery of the goods from the Port/Warehouse premises, cause(s) any damage to property/persons of company/other Handling agents, such losses shall be reimbursed by the Handling agent and the quantum of loss as fixed by M/s BVFCL, shall be final binding and shall not be disputed. Similarly, any loss/damage to consignees on such instances at destinations shall be reimbursed by the Handling agent.</p> <p>c) The Handling agent expressly agrees that it is acting as independent Handling agent, neither as agent nor employee of the company.</p>

35.	Important Points For Careful Consideration	<p>a) The Handling agent shall ensure that no slack or torn bag is delivered to the road transporters/Rakes. Such slack or torn bags are suitably mended by the Handling agent before such dispatch.</p> <p>b) The Handling agent will be responsible, while goods are in his custody, (i.e. from the time vessel is dispatched and till the material is dispatched in Wagon/trucks after re-packing), for any deterioration, losses, during various operations including handling, shifting, bagging, loading, transport, unloading etc. The Handling agent shall be vigilant and ensure that the spillage or any losses during stevedoring and handling operations at port are minimal.</p> <p>c) The Handling agent shall not have any right or lien on the cargo and other properties entrusted to him by BVFCL during handling operations.</p> <p>d) The Handling agent shall ensure that at no point of handling of the filled in bags (viz. Bagging, standardization, stacking, de-stacking, transportation, handling and loading into trucks) hooks are used by labourers.</p>
36.	Submission of bills / Terms of payment	<p>The contract is broadly covered the activities indicated in price bid Annexure-II from Sr No 1 to 6 in respect of a vessel. Handling agent shall submit his bill for payment soon after the completion of the activities. The bills shall be processed by BVFCL as under:</p> <p>a) Depositing of custom duties and other govt. duties = Advance</p> <p>b) 90% Payment for activity No. 1 to 7 as defined in price bid Annexure-II = within 15 days of receipt of bill (complete in all respects).</p> <p>c) The balance 10% amount subject to all recoveries that may have to be carried out, shall be payable to the contractor (on completion and dispatch of the entire material of the vessel) within 30 working days from the date of the submission of bills complete in all respects.</p> <p>d) 100% Payment for activity No. 8 as defined in price bid Annexure-II = within 15 days of receipt of bill (complete in all respects).</p> <p>e) The quantity actually dispatched shall be the basis for payment of port handling bills.</p> <p>f) The quantum and amount of any losses / damages to BVFCL will be determined by BVFCL and deductions shall be made accordingly.</p> <p>g) BVFCL reserves the right to withhold payment to the extent as may be necessary to protect itself from any claims against itself from any third parties and towards losses on account of failure of the Handling agent to make timely payment for material or for labour payments may also be withheld for other reasons mentioned elsewhere in the NIT.</p>
37.	Inability of Handling agent to perform the contract satisfactorily	<p>If in the opinion of BVFCL (which shall be conclusive) the performance of the contract is not satisfactory or the Handling agent neglects to comply with any directions given to him by BVFCL, the contract is liable to be terminated by BVFCL in part or full by giving 07 days' notice in writing and the loss/damages, expenses which BVFCL may incur or sustain shall be recovered from the Handling agent. In such event BVFCL reserves the right get the balance work done through any other party at the risk and cost of the Handling agent which shall be recovered from Handling agent's bill/ Bank Guarantee/ Security Deposit and/or by resorting to other legal remedies.</p>
38.	Assignment or sub-letting of contract	<p>The Handling agent shall not assign or sublet the contract or any part thereof, without written consent of BVFCL and such consent, BVFCL shall be entitled to withhold without assigning any reason or grounds. Any breach of this condition shall entitle BVFCL to take such steps as may be necessary including termination of the contract and recover the loss or damages arising out from such cancellation. The permitted subletting of work by the Handling agent shall not establish any contractual relationship between the sub-Handling agent & BVFCL and shall not release the Handling agent of any responsibility under the contract.</p>
39.	Sub-Contract	<p>Written consent of BVFCL shall be obtained before the work is sub-contracted, in case the Handling agent employs any Sub Handling agent, such sub-contracting shall not absolve the Handling agent of any of the liabilities under the Contract. If in the opinion of BVFCL, the Sub-Handling agent appears to be unfit to carry out his part of the contract or of the Sub-Handling agent's work is such that the planned time for completion within the terms of the order is or likely to be jeopardized, BVFCL shall have the right to instruct the Handling agent in writing to terminate the Sub-contract forthwith. Such termination shall</p>

		not give rise to any claim against BVFCL from the Handling agent or Sub-Handling agent and shall not relieve the Handling agent from any of his contractual obligations and responsibilities.
40.	Period for the Completion of Contract	Delivery time will be the essence of contract therefore it shall be imperative on the part of the handling agent that the contract shall be completed at each stage as per the time schedule given in the Contract. Notwithstanding the above, in case the progress in execution of the Contract at various stages is not as per the time schedule or is not satisfactory, in the opinion of BVFCL which shall be conclusive, or if the Handling agent neglects to execute the contract with due diligence or expedition or shall contravene the provisions of the Contract, BVFCL may give notice of the same in writing to the Handling agent calling upon him to make good the failure, within the period considered reasonable by BVFCL and specified as such in the notice. BVFCL shall have the option and be at liberty to determine the Contract, wholly or in part, and make alternative arrangements for completion of the Contract at the Handling agent's risk and cost, BVFCL shall be entitled to recover from the Handling agent all extra cost incurred on this account. In such an event BVFCL shall not be responsible for any loss that the Handling agent may incur and handling agent shall not be entitled to any compensation. BVFCL in addition, shall have the right to forfeit security/performance deposit in full or in part.
41.	Termination of Contract	In addition to several grounds specified in the Contract, the contract is liable to be terminated in the following circumstances after 07 day's notice in writing: "Handling agent commits any breach of the terms and conditions of the contract or is unable to perform the contract for any reason or abandons the contract or alters the constitution of the firm without prior consent of BVFCL or disregards the instructions given by BVFCL or is unable to fulfill any of the terms and conditions of the agreement entered into for carrying out the subject contract".
42.	Compliance of Laws	<p>a) The Handling agent shall be primarily and completely responsible to comply with all Central and State Laws as well the Rules, Regulations, bye-Laws and Orders of Local Authorities and Statutory bodies as may be in force from time to time. He shall give to the Municipal Corporation, Police and other relevant authorities all such Notices etc. as may be required by Law and obtain all requisite licenses and/or Permits for temporary construction, enclosures etc., and pay all Fees, Taxes and such other dues or charges which may be leviable on account of any of his operations in executing the work under this Contract. He shall make good, at his own cost, any damage to any adjoining property.</p> <p>b) The Handling agent shall at his expense comply with all labour and industrial Laws and such other Acts, Statutes and Regulations as may be applicable to the Handling agent including the payment of compensations or any other payment required to be made to his employees, casual workmen employed/engaged by him directly or indirectly in connection with the work of BVFCL. The Handling agent shall indemnify and keep BVFCL harmless and always indemnified at all times for all claims arising out of his failure to meet his responsibility.</p> <p>c) BVFCL shall have lien on all and over all or any money that may become due and payable to the Handling agent under these presents, and / or also on and over the deposit or security amount or amount made under the contract and which become payable to the Handling agent under the conditions in that behalf herein contained for or in respect of any debt or sum that may become payable to BVFCL by the Handling agent either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between BVFCL and the Handling agent. Further that BVFCL shall at all times be entitled to deduct the said debt or sum due by the Handling agent from the moneys, securities or deposit which may become payable to the Handling agent under these presents.</p> <p>d) For all works under this contract, the Handling agent will employ his own workmen, and none of the workmen employed by the Handling agent under this contract are deemed to be BVFCL's workmen or under the control or supervision of BVFCL. The Handling agent shall alone (and not BVFCL), be liable for all claims of such workmen under their terms of employment, or under any statute relating to wages, compensation, terminal or other benefits, bonus, compensation for injuries, loss of</p>

		<p>earning capacity or on any other account whatsoever now or hereafter payable to them. The Handling agent undertakes to observe and perform all statutory regulations and obligations relating to employment of such workmen including making payments/deposits with various authorities as may be required under several labour and industrial laws.</p> <p>e) The Handling agent is liable and responsible for all claims for loss, damage or injury caused to any person, whether his employee or otherwise in the execution and performance of this contract and such liability on his part extends to any claim for loss, damage or injury occurring in the performance of this contract by the Handling agent, by any person, whether a workman, visitor, licensee, sub-Handling agent or his employee or otherwise.</p> <p>f) The Handling agent shall ensure that no person below the age of 18 years is employed by him or his sub-Contractor to perform this contract at any stage.</p> <p>g) The Handling agent shall maintain all the relevant records relating to labour employed, wages paid etc., submit the returns prescribed by the Competent Authority/Rules, under various labour and industrial laws and shall submit to BVFCL as and when required.</p>
43.	Removal of unsuitable employees	The Handling agent shall on instructions of BVFCL remove any Worker or person employed on BVFCL work if in the opinion of BVFCL he is not a fit person to be retained on the work.
44.	BVFCL's Lien	Notwithstanding anything contained in these terms and conditions BVFCL shall have the right to seize and remove their stocks of goods at any time as BVFCL may desire or deem proper. Any dispute in respect of the same or any other dispute between the parties hereto, will not in any way affect BVFCL's right to seize and remove their stocks at their discretion.
45.	INTEGRITY PACT	<p>a) Signing of Integrity Pact (IP) is mandatory for every Tenderer participating in this tender. A copy of the IP is enclosed (Annex.-VII), which may be deemed to have been signed by BVFCL. The Tenderer(s) and BVFCL shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated. Details regarding Integrity Pact can be viewed on our website viz. www.bvfcl.com.</p> <p>b) The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. Any bid not accompanied by duly signed IP by the Tenderer would be rejected.</p> <p>c) The Independent External Monitors (IEMs) for this tender shall be Sri Abhay Kumar Khanna, e- mail: abhaykhanna43@yahoo.com. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to these Independent External Monitors (IEMs).</p> <p>d) Sri Abhay Kumar Khanna, e- mail: abhaykhanna43@yahoo.com</p>
46.	Force Majeure	<p>a) Neither the Handling agent nor BVFCL shall be considered in default in the performance of their contractual obligations so long as such performance is prevented or delayed for reasons of any act of God, severe earthquake, typhoon or cyclone (except monsoon), floods, tsunami, lightning, land slide, fire or explosion, plague or epidemic, strikes & lock outs accepted by port authorities, sabotage, blockages, war, riots, invasion, act of foreign enemies, hostilities, (whether war declared or not) civil war, rebellion, revolution, insurrection or military usurped power or confiscation or trade, embargoes or destruction or requisition on by order of any Government or any public authority.</p> <p>b) Handling agent shall promptly notify BVFCL about the occurrence of the force majeure events and provide BVFCL with the details. At the end of the impediment handling agent shall provide justificatory documentation countersigned by the Local Chamber of Commerce.</p> <p>c) Should either of the parties be prevented from fulfillment of the contractual obligations by a state of Force majeure lasting continuously for a period of six weeks, the parties shall consult each other regarding the future implementation of the contract.</p>

		<p>d) The mere shortage of labour, material or utilities shall not constitute force majeure unless caused by circumstances which are themselves force majeure.</p> <p>e) Handling agent shall endeavor to prevent, overcome or remove the causes of force majeure.</p> <p>f) No ground for exemption can be invoked if the Handling agent fails to give timely notice by a registered letter and subsequently supported by documentary evidence.</p>
47.	Disputes/ Arbitration	<p>a) For Indian Parties</p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:</p> <p>A written notice shall be given by the contractor invoking arbitration to Brahmaputra Valley Fertilizer Corporation Ltd. through Chairman & Managing Director, Brahmaputra Valley Fertilizer Corporation Ltd..</p> <p>Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.</p> <p>Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.</p> <p>The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.</p> <p>It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to BVFCL on date of award of contract.</p> <p>The seat and venue of arbitration shall be Dibrugarh.</p> <p>The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties."</p> <p>b) For CPSEs and Government Department</p> <p>All commercial disputed between CPSEs inter se and CPSE(s) and Govt. Department(s)/Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/Organizations shall be included as under:</p> <p>"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018".</p>

48.	Applicable law/ Jurisdiction of Courts	The courts and tribunals at Dibrugarh shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with the tender. All disputes arising out of this tender shall be decided in accordance with the laws of India and in English language only.
49.	Provisions relating to MSMED Act / Make in India	<p>a). Provisions of Public Procurement (Preference to make in India) order 2017 notified vide Order No. P45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.</p> <p>a-i) Bidders seeking benefits under purchase preference to make in India (linked with local content) shall have to comply with the provisions specified under the public procurement (preference to Make in India) order 2017. The salient features of which are as under: A) Minimum local content: The minimum local content shall ordinarily be 50%. B) Margin of Purchase Preference: The margin of purchase preference shall be 20%.</p> <p>a-ii) In case of procurement for a value up to Rs.10 crore the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 crore, the local supplier shall be required to provide a certificate form Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or Practicing Chartered Accountant (in respect of Supplier's other than Company) giving the percentage of local content.</p> <p>a-iii) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for purchase preference under this Order for procurement by any other procuring entity for the duration of the debarment. A self-certificate to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.</p> <p>b). In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content vendor will be evaluated with 20% purchase preference.</p> <p>c). BVFCL reserve the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises(MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.</p> <p>d). In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference –linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.</p> <p>d-i) Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.</p> <p>d-ii) In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security / EMD shall continue to be available to MSE Bidders.</p>
50.	Fraud Prevention Policy	a) Bidders should adhere to Anti-Fraud Policy of BVFCL (full text of which is available on BVFCL's website www.bvfcl.com and not indulge or allow anybody else working in the company to indulge in fraudulent activities and would immediately apprise BVFCL of the fraud/ suspected fraud as soon as it comes to their notice. In case of failure to do so BVFCL may debar them for future transaction.

		b) If a bidder resorts to any frivolous, malicious or baseless complaints/ allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the BVFCL tendering process, BVFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
51.	Important Instructions	<p>a) The Company's interpretation or decision in regard to all or any of the terms and conditions hereof any matter arising hereunder will be final and binding on the Handling agent.</p> <p>b) Any information derived or otherwise communicated to the Handling agent 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 Handling agent except for the purpose of implementing the Contract.</p>

Annexure-I (a)**PART – 1: TECHNICAL BID**(Available on <https://etenders.gov.in/eprocure/app>)

(To be completed by handling agent or their authorized agent on the link available on website under Party's login)

S. No	Requirement as per NIT	Details filed by bidder																											
1	Name and Complete address of bidder																												
	Contact Person's Name, Mobile No. Telephone No, Fax No., Email	At office																											
		At Workstation																											
2	Constitution of the bidder (Prop./Partner/Pvt Ltd)																												
3	Registration No. of the bidder																												
4	PAN No. of the bidder																												
5	GSTIN No. of the bidder																												
6	CHA license (either own or with consent of other party)	Name of Party with address																											
		License No.																											
		Period of Validity																											
7	Stevedoring license (mandatory to be on bidder's name)	Name of Party with address																											
		License No.																											
		Period of Validity																											
8	Name of Banker																												
9	Name and designation of the relative (If any, serving currently in BVFCL or Ex-employee & relationship)																												
10	Warehouse Facility	<table border="1"> <thead> <tr> <th></th><th>Owned</th><th>Rental</th></tr> </thead> <tbody> <tr> <td>Number</td><td></td><td></td></tr> <tr> <td>Capacity (MTs)</td><td></td><td></td></tr> </tbody> </table>		Owned	Rental	Number			Capacity (MTs)																				
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Number																													
Capacity (MTs)																													
11	Warehouse location & Address																												
12	Details of Infrastructural facilities available at the Port	<table border="1"> <thead> <tr> <th>Details</th><th>Owned</th><th>Rental</th></tr> </thead> <tbody> <tr><td>Barge</td><td></td><td></td></tr> <tr><td>Pay loaders</td><td></td><td></td></tr> <tr><td>Dumpers</td><td></td><td></td></tr> <tr><td>Cranes</td><td></td><td></td></tr> <tr><td>Grabs</td><td></td><td></td></tr> <tr><td>Proclain</td><td></td><td></td></tr> <tr><td>Labour arrangement</td><td></td><td></td></tr> <tr><td>Any others</td><td></td><td></td></tr> </tbody> </table>	Details	Owned	Rental	Barge			Pay loaders			Dumpers			Cranes			Grabs			Proclain			Labour arrangement			Any others		
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Facility of Weighbridge	Yes/NO																												
Others																													
14	Bidder should have experience of handling and bagging of fertilizes for a minimum period of 2 years and handling and bagging of 1.0 lakh MTs of fertilizers in any port in India in any one of the last 2 years is must (2020-21 & 2021-22).	Yes/No																											
15	Detail of the experience of handling of bulk/bagged cargo duly verified by port authorities or independent Chartered accountant in any one year in last two FY (2020-21 & 2021-22).	<table border="1"> <thead> <tr> <th>Particulars/Year</th><th>For last two completed FY</th></tr> </thead> <tbody> <tr><td>Name of Importer</td><td></td></tr> <tr><td>Type of Bulk/Bagged Fertilizer handled & bagged</td><td></td></tr> <tr><td>No. of Shipment</td><td></td></tr> <tr><td>Maximum Discharge Rate (MT)</td><td></td></tr> <tr><td>Contract value (Rs in Lakhs)</td><td></td></tr> <tr><td>Volume in MTs.</td><td></td></tr> </tbody> </table>	Particulars/Year	For last two completed FY	Name of Importer		Type of Bulk/Bagged Fertilizer handled & bagged		No. of Shipment		Maximum Discharge Rate (MT)		Contract value (Rs in Lakhs)		Volume in MTs.														
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16	Registered under MSMED Act-2006	Yes/No																											
17	Integrity Pact (duly signed)	Uploaded/not uploaded																											
18	Acceptance of all terms and conditions of tenders documents along with all annexures thereof	Yes/No																											

*The Handling agent who does not have Custom House Agent License should indicate the Custom House Agent License No. and the name of the Party along with the consent letter from the license holder with whom the party proposes to undertake custom related job.

Undertaking/declaration

1. I/We hereby confirm that we have read all the terms and conditions of this tender for **APPOINTMENT OF CFS AGENT FOR HANDLING WORK OF IMPORTED UREA FERTILIZERS AT PARADIP (PICT)**, all the annexures attached thereof and all addendum/s, if any, issued and I/we undertake that all terms & conditions mentioned in this tender document along with annexures and addendum, if any, are accepted to me/us without any deviation and I/We shall abide by the same fully.
2. That the Bidders, their associates, Sister concerns, etc. have not been blacklisted by any Institutional Agency/Govt. Deptt./Public Sector Undertaking in the last five years.
3. That none of our Sister-Concern/ Group/ Associates Company is participating in this tender.
4. **Bid Security Declaration" (Annexure-IX)** have been signed and uploaded as per clause 23 of Part-B.

Signed Digitally

Place:

Date:

Note: In case of concealment of any fact, if detected later on, such bidders will be debarred from all future dealing with BVFCL.


Annexure-I-(b)

Scanned Documents to be up-loaded in the following sequence in e-tender which is the eligibility criteria for qualifying the Technical Bid:

1. Letter of authority empowering the person signing the tender.
2. Letter from the bank for readiness for issue of Bank Guarantee towards security deposit.
3. Copy of Registration of the Firm
4. Copy of PAN and GSTIN Registration Certificate
5. Copy of valid CHA license-for India
6. Copy of valid Stevedoring license.
7. Copy of work order awarded in last two years for similar job.
8. Proof showing Warehouses owned / hired to be enclosed
9. Documents such as Notarized affidavit for sole proprietorship / Partnership Deed / Memorandum & Articles of Association etc.
10. Acceptance of General Terms and Conditions of NIT. Please sign and stamp all pages of Tender Document as acceptance.
11. Signed and stamped Integrity Pact
12. Copy of Balance sheet and Profit and Loss Account for last three complete FY.
13. Acknowledgement of ITR for last three completed Assessment year (2018-19, 2019-20 & 2020-21).
14. Positive Net worth certificate signed by a Chartered Accountant with registration number and seal.
15. Any other relevant information which the applicant may like to provide.
16. Requirement of undertaking regarding registration under MSMED Act-2006: If the tenderer is registered as Micro/Small/Medium Enterprises as per MSMED act-2006, the same may be confirmed by the party in form of undertaking given on its letterhead and also upload a copy of the registration certificate in support thereof. (Annexure-VII).
17. Bid Security Declaration" have been signed and uploaded as per (Annexure-IX)

Annexure-II**PRICE BID FORMAT**(Available on <https://etenders.gov.in/eprocure/app>)**(Price should not be quoted here and price to be quoted online only or else bid will not be considered)**

(To be completed by Bidders or their authorized agent on the link available on website under Party's login)

 BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD. (A GOVT. OF INDIA UNDERTAKING)					
Price Bid					
TENDER NO. :			BVFCL/GM(MKTG)/PARADIP/2022-23/01		
NAME OF THE BIDDER / FIRM					
S.No.	Activity	Quantity	Rate	Total	
		A	B	C=A X B	
		(MT)	(Rs./ MT)	Amount (Rs.)	Amount (Words)
1	Agency work & Custom documentation/ Clearance.	300000		0.00	
2	Stevedoring (Normal Berth) with lighthouse and barging, if any, including loading of material into trucks / dumpers at wharf.	300000		0.00	
3	Local shifting / transportation of material up to shed/Godown.	300000		0.00	
4.	Neem Coating Charges	300000			
5	Mechanical/Manual Bagging / Standardization (in 45 Kg net wt.), machine stitching, stacking of bags.	300000		0.00	
6	De stacking and loading in to trucks with documentation (Road Dispatch).	45000		0.00	
7	De-stacking, loading in to trucks, shifting to Railway platform by trucks, unloading & stacking on platform, de-stacking and loading into wagons with documentation (Rail dispatch) including terminal & haulage charges	255000		0.00	
	TOTAL	300000		Total of Column C	
8	Godown rent (after permissible free period of 30 days)				
a)	Fortnight 1				
b)	Fortnight 2				
c)	Fortnight 3 & above (chargeable on FN basis)				
Average rate for evaluation (Rs per MT) =Total of Column C / 300000		0.00			

Note:

- Bidders are requested to quote rates separately for all Serial Nos./activities of the above table.
- S. No. 1 to 7 above are consideration for tender evaluation and L1 as per evaluation mechanism as above explained in price bid.**
- Item under Sr. No 8 and 8 shall not form the part of evaluation of tender but have to be quoted on PMT basis only.**
- The rates quoted should be inclusive of all duties, taxes (except GST), charges and any other levies, charges such as labour cost, levies, overtime, day & night charges, detention charges, charges for hire and use of mechanical equipment viz. excavator, grab, crane, JCB. BVFCL shall not entertain any claim for extra payments on what so ever account and the would be borne by contractor however the wharfage charges shall be paid on actual basis as per port circular.
- In case of a vessel allocated by DOF being gearless, the shore crane hire charges including waiting of the vessel if any, for shore crane berth will be on supplier's account and lay time to commence and count with effect from the berthing of the vessel at shore crane berth or in terms of governing contract with supplier whichever is later.**
- Kindly note that Godown rent charges shall not be considered for evaluation to arrive the L-1 status. These shall be paid on actual as and when the same are applied.
- In case urea is transported in open rakes provided by Indian Railways, the CFS will be entitled to get lump sum reimbursement of Rs. 68,000 per rake separately for making arrangement for safe carriage of urea.
- The Rail and Road dispatches are assumed to be in the ratio 85:15 for the purpose of evaluation. The actual quantity of dispatches by rail and road may vary from above distribution depending upon the market situation.
- Incomplete tenders in any respect and/ or with deviation shall be summarily rejected.
- The bidder shall be responsible for the payment of the taxes to the concerned Government Authority. The Handling agent shall pay all taxes and levies, if any leviable in respect of the operations governed by this contract.
- No deviation is permitted. In case the Bidder are putting conditions, the bid of such tenderers shall be rejected despite being L-1 as per the above format.

I/ We (Tenderer) have carefully gone through the terms and conditions of the Tender and hereby agree to abide by the same without any deviation/condition.

Digitally signed by Bidder

Place:
Date:

Annexure – III**NON JUDICIAL VALID STAMP PAPER OF Rs.200/-****APPOINTMENT OF CFS AGENT FOR HANDLING OF IMPORTED BULK UREA FERTILIZERS AT PARADIP PORT**

THIS AGREEMENT MADE THIS (Date)_____ between M/s. Brahmaputra Valley Fertilizer Corporation Ltd., a Company Registered under Companies Act, 1956 having its Corporate Office at- Namrup, PO. Parbatpur, Pin-786623, district Dibrugarh, Assam, India, hereinafter called as "Company" which expression unless repugnant there to includes its successors and assigns of the ONE PART and M/s. _____ hereinafter called the "Handling agent" which expression unless repugnant, thereto includes its successors and assigns of the OTHER PART.

WHEREAS, the Company is importing Bulk IMPORTED UREA FERTILIZERS at PARADIP Port, whereas M/s. _____ is in the business of undertaking discharge of fertilizers from vessel, handling & local transportation of Bulk fertilizers to Warehouse, Neem coating, bagging & standardization including machined stitching, stacking/destacking and loading into trucks/wagon (with transportation upto rake point) and despatch of fertilizers.

Whereas the "Company" invited bid for appointment of CFS agent for handling work of imported bulk UREA fertilizers at PARADIP Port vide Tender No. _____ dated _____.

Whereas in response to above tender, handling agent submitted its bid/quotation.

WHEREAS the Handling agent is willing to undertake the work at the agreed rates (Prices), terms and conditions indicated in the Tender No. BVFCL/GM(MKTG)/PARADIP/2022-23/01 dated _____ and as per BVFCL's letter of Intent (LOI) dated _____.

This agreement now witnesses and it is hereby agreed that the said Handling agent shall work under the conditions hereinafter appearing:

- 1) The Handling agent agrees to abide by the Company's Notice inviting Tender No. _____ dated _____ along with terms and conditions thereof, as per the Company's LOI No. _____ dated _____ both of which form part of this Agreement along with the Handling agent's quotation dated _____.
- 2) The Handling agent has furnished Security Deposit by way of BG bearing No. _____ drawn on _____ for Rs. _____/- Rupees _____) or Bank Guarantee from _____ Bank for Rs. _____/- towards Security Deposit, and it is agreed that the Handling agent shall bear all Charges/costs pertaining thereto and shall not demand any interest, charges expenses connected therewith.
- 3) The handling agent shall abide by all the correspondence exchanged subsequent to the NIT and award of contract relevant to the terms and condition of NIT.
- 4) The agreement shall be valid upto _____ which can be extended for a further period of one year on the same rate, terms and conditions of the N.I.T. with the mutual consent of both the parties.

5) Disputes/ Arbitration**(a) For Indian Parties**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to Brahmaputra Valley Fertilizer

Corporation Ltd. through Chairman & Managing Director, Brahmaputra Valley Fertilizer Corporation Ltd..

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to BVFCL on date of award of contract. **The seat and venue of the arbitration shall be Dibrugarh.**

(b) For CPSEs and Government Department : "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018

- 6) Due to Handling agent's inability, failure or negligence to execute the contract, any loss incurred by the Company, will be on handling agent's account. The Company or his authorized representative or his successor at his entire discretion may also terminate the contract in part or full, by giving 7 days' notice if in his opinion the work under the contract is not being done in accordance with the terms and conditions of the contract. The Company also reserves the rights to get the work done by any other agency as and when the situation warrants, at the risk and cost of the Handling agent and any additional cost so incurred shall be recovered from Handling agent's bills/Bank Guarantee / Security Deposit.
- 7) The Contract is entered into at _____ and only competent Courts of Dibrugarh shall have jurisdiction to the inclusion of all other courts.
- 8) Other Terms and conditions mentioned in NIT, Letter of Intent forms a part of this agreement.

IN WITNESS THEREOF, the parties have hereto set their hands and seal the days respectively appearing under their signature.

1.

(Handling agent)

2..

(Company)

WITNESSES

1.

2.

Annexure IV**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On stamp paper of Rs.100/-)

Whereas Brahmaputra Valley Fertilizer Corporation Ltd. (hereinafter referred to as the "BVFCL" which expression shall unless repugnant to the context or meaning thereof include their legal representatives, successors and permitted assigns of the one part) having their Corporate Office at- Namrup, PO. Parbatpur, Pin-786623, district Dibrugarh, Assam, India, have entered into an agreement dated. _____ with _____ (hereinafter referred to as "Handling agent" which expression shall unless repugnant to the context or meaning thereof include their legal representative, successors and permitted assigns of the other part) having their Reg. Office at _____.

AND whereas one of the conditions of the said agreement is that the Handling agent shall furnish to the BVFCL a Bank Guarantee from Nationalized / Scheduled Bank for Rs. __ of the contract period of tendered quantity of Bulk IMPORTED UREA FERTILIZERS to be handled as specified in Clause __ of the Letter of Intent against due and faithful performance by the Handling agent of his obligations to be fulfilled under the said agreement.

1. AND whereas the Handling agent has approached _____ (name of the Bank with complete address), and at the request of M/s. _____ (name of handling agent) and in consideration of the said contract, we _____ (Name of the Bank) do hereby agree to give such guarantee as hereunder and undertake to pay BVFCL an amount not exceeding rupees _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BVFCL by reason of any breach by the Handling agent of any of the terms and conditions and the specific guarantees contained in the said agreement.
2. We _____ (name of the Bank) hereby guarantee to BVFCL due observance and fulfillment by BVFCL of the terms and conditions of the said contract and of the performance and other guarantees which are a part of the said agreement and agree and undertake that if Handling agent fails to observe and fulfill the terms of the said agreement and/or above mentioned guarantees, then the Bank shall immediately pay to the BVFCL on demand such sum or sums of money to the extent of Rs. _____ (rupees _____ only) on account of losses and damages as may be claimed by BVFCL by reason of such non observance and non-fulfillment by the Handling agent as aforesaid and shall also indemnify BVFCL against all losses and damages which may be suffered by as aforesaid and against all costs, charges, expenses which may be incurred by BVFCL in connection herewith not exceeding Rs. _____ (rupees _____ only).
3. We ----- (Name of the Bank with complete address) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BVFCL stating that the amount claimed is due by way of loss or damage caused or would to be caused to or suffered by BVFCL by reason of breach by the said Handling agent of any of the terms or conditions and the specific guarantees contained in the said Agreement or by reason of the handling agent failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ---

.....
4. We ----- (name of the Bank) undertake to pay to BVFCL money so demanded notwithstanding any dispute or disputes raised by the said Handling agent in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Handling agent shall have no claim against us for making such payment.

5. This guarantee shall be in addition to and not in substitution of any other guarantee or security to be furnished to BVFCL by the Handling agent in respect of the said agreement.

6. We ----- (name of 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 Agreement and that it shall continue to be enforceable till all the dues of the BVFCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Chairman and Managing Director, of BVFCL certifies that the terms and conditions and the specific guarantees of the said Agreement have been fully and properly carried out by the BVFCL and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing or on before the ----- we shall be discharged from all liability under this guarantee thereafter.
7. We, ----- (name of the Bank) further agree with BVFCL that BVFCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Handling agent from time to time or to postpone for any time or from time to time any of the powers exercisable by BVFCL against the Handling agent and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said or for any forbearance, act or omission on the part of BVFCL or any indulgence by the Handling agent to BVFCL or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
8. This guarantee will not be discharged due to the change in the constitution of the Bank or BVFCL or the Handling agent.
9. We ----- (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BVFCL in writing.
10. Bank hereby declares that it has the power to issue guarantee and the undersigned have full power to do so.

Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs.-----
 ----- (Rupees-----only) and this guarantee shall expire on -----.

Unless a written demand or claim under this guarantee is filed against us within six months from the date of expiry of this guarantee, all the rights of the BVFCL under this guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities hereunder.

Dated the day of -----.

 (Signature of a person duly authorized to sign on behalf of the Bank)

Annexure-V**SPECIAL INSTRUCTIONS TO TENDERERS****2. Mode of Tendering:**

Brahmaputra Valley Fertilizer Corporation Ltd. (BVFCL) Namrup intends to invite tenders for **Appointment of Agent for Clearance, Forwarding and Stevedoring (CFS) Work of Imported Bulk UREA Fertilizers at PARADIP Port** through e-tendering. The NIT is available on website <https://etenders.gov.in/eprocure/app> from where the registered vendors with BVFCL will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. Subsequent to the opening of Price Bid will take place.

You are already aware of the process regarding downloading of tender documents, preparation of techno-commercial bid as well as price bid, uploading of techno-commercial as well as price-bids and submitting through online only, opening of bids and other related activities. It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help / clarification, you may contact any one of the following:

a) M/s Brahmaputra Valley Fertilizer Corporation Ltd.-Namrup

General Manager Marketing Contact No.-+91-9435474773 Email – ykgoel@bvcl.co.in	Name-AK Dutta, DGM (Mktg) Contact No.-+91- 9435052287 Email –akdutta@bvcl.co.in
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b) Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4001002**.

2. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. 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 that tender. The remaining process shall be completed considering the other valid bids. This shall however, be without any prejudice BVFCL's right to debar / de-list (*vendors who submit invalid bids*) from future tenders. Such action, if any, shall be taken at the sole option of BVFCL.
3. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
4. To participate in e-tendering of BVFCL, please refer <https://etenders.gov.in/eprocure/app> for System requirement, Browser configuration, procedures etc.
5. 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.

6. Tender Schedule:

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, and tender opening is detailed in NIT. Any corrigendum/amendment shall be publish on above mentioned website.

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.

7. REGISTRATION AT CPP Portal

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

8. SEARCHING FOR TENDER DOCUMENTS AT CPP Portal

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

9. PREPARATION OF BIDS AT CPP Portal

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

10. SUBMISSION OF BIDS AT CPP Portal

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

11. ASSISTANCE TO BIDDERS FOR CPP Portal

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
12. **Tender Opening:** The tenders will be opened electronically by BVFCL from Namrup office. The submission of bids shall be done by vendors from their office or from place of their choice. However bids cannot be submitted after the bid submission due date & time as per the schedule. Price bid of all the vendors who are techno- commercially acceptable shall be opened electronically and such vendors shall only be allowed to participate in the Reverse Auctioning.
13. BVFCL reserves the right to reject or accept any tender without giving any reason.

Annexure-VI**Format for Reporting**

The Handling agent shall send reports on operations whenever a transaction occurs through email to authorized personnel of BVFCL. In addition to above, handling agent will also send operations report once in week in PDF format for necessary storage/filing of documents. In case of any differences, the stored/filed documents will be considered final.

a) The reports will be sent in format as below:-

(i) Port Operation Report

S No	Product	Quantity(MT)	BL NO.	Date	ETA	Original Document Received	Consignment recd. Date	Free days given	Custom clearance	Discharge completion	Stock receipt at warehouse

The above report will be for providing details of operations under process at Port.

(ii) Dispatch Report

Date	Party Name	Location	Product	Pack	Qty. of Indent (MT)	Date of Indent	Qty. Dispatch (MT)	Date of Dispatch	STA number	Truck No.	e-waybill Number

(iii) Stock reconciliation Report and shortage (Urea/Neem Oil)

Date	Product	Packing	Qty. Stock (MT)	Receipt (MT)	Issues (MT)	Closing stock (MT)	Shortage (MT)

(iv) Packing Material Reconciliation

Date	Product	Packing	Op. Stock (Nos.)	Receipt (Nos)	Issues (Nos.)	Cl stock (Nos.)

(v) Monthly Operations Report

Date	Op. Stock (MT)	Receipt (MT)	Issues (MT)	Cl stock (MT)

In this report, opening stock, receipt, issues and closing stock will be arrived at by adding all products available in warehouse. This single report will consider transaction from 1st of the month to last date of month.

Annexure-VII**Sub: Registration under MSMED Act-2006****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	Yes/No
2	If Yes [Copy of Registration to be enclosed]	Reg No.....

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

Place:

Date:

ANNEXURE-VIII**INTEGRITY PACT**

(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 Tenderer and BVFCL.)

Brahmaputra Valley Fertilizer Corporation Ltd. (BVFCL) hereinafter referred to as "The Principal".

AND

_____ hereinafter referred to as "The Tenderer/Handling agent"

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 Tenderer(s) and/or Handling agent(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (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 personal is not legally entitled to.
 - b) The Principal will during the tender process treat all Tenderer(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential/additional information through which the Tenderer(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. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Tenderer(s)/Handling agent(s)

1. The Tenderer(s)/Handling agent(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 Tenderer(s)/handling agent(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 Tenderer(s)/Handling agent(s) will not enter with other Tenderers 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 Tenderer(s)/Handling agent(s) will not commit any offence under the relevant IPC/PC Act; further the Tenderer(s)/Handling agents 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 Tenderer(s)/Handling agent(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Tenderer(s)/handling agent(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 Tenderer(s)/Handling agent(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.
2. The Tenderer(s)/Handling agent(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 Tenderer(s)/Handling agent(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Tenderer(s)/Handling agent(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Tenderer(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Handling agent liquidated damages of the Contract value or the amount equivalent to Performance Guarantee Bond.

Section 5 : Previous Transgression

1. The Tenderer 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 Tenderer 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 Tenderers/Handling agents/Sub-handling agents.

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

Section 7: Criminal charges against violation Tenderer(s)/Handling agent(s)/Sub-handling agents(s).

If the Principal obtains knowledge of conduct of a Tenderer(s)/ Handling agent(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 Tenderers /handling agents as confidential. He reports to the Chairman & Managing Director, BVFCL.
3. The Tenderer(s)/Handling agent(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Handling agent. The Handling agent 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 Subhandling agents. The Monitor is under contractual obligation to treat the information and documents of the Tenderer(s)/Handling agent(s)/Subhandling agent(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 Handling agent. 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, Brahmaputra Valley Fertilizer Corporation Ltd., 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 Handling agent 12 months after the last payment under the contract, and for all other Tenderer 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.

Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. Dibrugarh.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
 - If the handling agent 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.

(For & on behalf of the Principal)

(For & on behalf of Tenderer/Handling agent)

(Signatures & Office Seal)

(Signatures & Office Seal)

Place_____

Date_____

(Office Seal)

Witness 1 :
(Signatures, Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Signatures, Name & Address)

Witness 2 :
(Name & Address)

