

ब्रह्मपुत्र वैली फर्टिलाइज़र कॉर्पोरेशन लिमिटेड



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

MARKETING DIVISION

NAMRUP. P.O.: PARBATPUR, DIST: DIBRUGARH, ASSAM. PIN – 786 623

Fax: +91374 2500533, CIN No. U24123AS2002GOI006786

e-mail: marketing_it@bvfc.co.in, marketing@bvfc.co.in, info@bvfc.co.in website: <http://www.bvfc.co.in>

Please reply to:

HoD (Mktg)

BVFC, Namrup

P.O. Parbatpur – 786 623

Dist. Dibrugarh (Assam), India

GST No: 18AABCB9399R1ZK

NOTICE INVITING TENDER

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP (ASSAM) INVITES ONLINE BIDS in two bid system through [http:// bvfc.etenders.in](http://bvfc.etenders.in), our service provider **M/s Nextenders (India) Pvt. Ltd** from the leading Importers/Manufacturers for supply of Muriate of Potash (MOP)-60% K₂O , Single Super Phosphate (SSP): 16 % P₂O₅ and Rock Phosphate (RP) 18% P₂O₅ to the undernoted destinations/rake points of NE states for one year Or which may be further extended for another year on satisfactory completion of the supply contract during the first year..

The brief of the NIT is hereunder:

- | | |
|------------------|---|
| 1) NIT NO. | : Ref.No.: BVFCL/HoD(Mktg)/Trading/NIT/19-20/02 |
| 2) DATE OF ISSUE | : 26/08/2019 |
| 3) TYPE OF BID | : TWO STAGE |
| 4) BID OPENING | : 05/09/2019 at 03:30 PM |

Product & specification	Particulars	Products with tentative quantity(MT) for NE States		
		MOP	SSP	RP
Muriate of Potash (MOP)-60% K ₂ O, Single Super Phosphate (SSP) 16 % P ₂ O ₅ and Rock Phosphate(RP) 18 % P ₂ O ₅ as per specification of FCO, <i>packaging</i> act and standard industry norms as applicable	Tinsukia	5300	2600	2600
	Jorhat	2650	2600	2600
	Haibargaon	2650	5200	2600
	Rangia	2650	2600	-
	Barpeta Road	-	-	-
	New Bongaigaon	2650	2600	-
	Salchapra (Assam)	2650	5200	2600
	Salchapra (Mizoram)	-	2600	-
	Jeribam (Manipur)	-	2600	-
	Jirania (Agartala)	-	5200	-
	Total	18550	31200	10400

SPECIAL TERMS & CONDITIONS:-The bid will include/indicate the followings:

1. Type of Bid: Two Stages: ONLINE
2. The quotation should be submitted online on FOR destination upto rake points (inclusive of freight, rake handling & insurance etc. and excluding GST). The interested parties may submit their bid /bids for all the products or individual product by confirming their Fertilizer Registration certificate (FRC) to sell the product in NE states as specified.
3. The Techno-Commercial Bids will be opened online on stipulated date and time. The Techno-Commercial Bids will be scrutinized in details in respect of NIT requirements. Price bids of techno commercially qualified bidders shall be opened only. The bidders need to participate in e-reverse auction subsequently.
4. Delivery: Phase delivery covering normal requirement of the product by rakes at major consumption areas/destinations of NE states as stated above. Please also confirm that the supplies depending on the requirement of BVFCL dealers shall be delivered at the specified destinations within 15 days of receipt of intimation/indent from the office of Marketing Department, BVFCL, Namrup.
5. Please confirm your acceptance for the payment term "minimum 30 working days credit period after receipt and acceptance of material by BVFCL dealers".
6. The bids deviating the price basis or any conditional price /rates and payment term as mentioned above shall not merit consideration.
7. Splitting of Tender: Since the demand depends on market requirement, the indent for entire quantities may arise at a time so, BVFCL reserves the right to split the tender quantity in two parts 60: 40:: L-1:L-2 subject to acceptance of counter offer by L-2 party to supply at L-1's rate. If the L-2 bidder fails to match their price with L-1, then opportunity may be provided to L-3 bidder and so on to match the price with L-1. In the event of circumstances of more parties quoting equal price or the party having less supply capacity, equitable distribution of quantity may be done to more than two parties. In case the other bidders fail to match the L-1 price, BVFCL also reserves the right to place the order for whole tender quantity on L-1 bidder.
8. Please confirm your acceptance for the following.

"The test report of the products shall be submitted at the time of delivery of the material which should be as per FCO specification as applicable. The material shall be accepted/rejected on the basis of the test report. In addition to the above, BVFCL reserves the right of testing the material directly or through its dealers at any recognized Laboratory, if required. The results of such testing will be binding to BVFCL as well as to the supplier and accordingly post facto action will be taken immediately."
9. **The quantity mentioned is merely indicative one, there is no guarantee to obtain the supplies since the same depends on market requirement at that time (Indent for supply will be placed only against the dealers requirement)**
10. **ELIGIBILITY CRITERIA:**
 - a. Document towards Source of supply/Import License/Manufacturing license.
 - b. Material should be supplied conforming to FCO, Packaging Act and Standard Industry norms as applicable.
 - c. Copy of Authorization Certificate (FRC etc as applicable)/Whole Sale License for selling the products in the NE states as applicable.
 - d. Statutory requirement such as PAN and GST etc wherever applicable.
 - e. Importing Companies/Suppliers should stipulate the confirmation for supply of the material as will be required.
 - f. Experience & Past Performance of similar contract for last 2 years in which single contract value should be 80%, or two contract value should be 50% of the estimated value of the proposed work. The tenderer needs to submit previous work order/Agreement to substantiate their business association.
 - g. Financial standing through Annual Report (Balance sheet and profit & loss account) of last 3 years having positive net worth.
 - h. Please confirm your acceptance for the payment term "minimum 30 working days credit period after receipt and acceptance of material by BVFCL dealers".
 - i. The bid deviating the price basis or any conditional price /rates and payment term as mentioned above shall not merit consideration.
 - j. Importing Companies/manufacture should not have been black listed or de-listed by any PSU/ State / Central Govt. during the last two years. Kindly undertake as per **Annexure-1**
11. Govt. agencies will be preferred in the process to allocate the supplies of the products.
12. The quoted price must be reasonable and matching with the market.

13. NTEGRITY PACT: Bidders will sign the Integrity Pact as per enclosed format which is an integral part of the tender documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website: www.bvfcl.co.in

The name & e-mails address of IEM are as under:

- 1) Dr. S.K.Panda , e-mail : sanjaypandaias@gmail.com
- 2) Sri Abhay Kumar Khanna, e-mail : bhaykhanna43@yahoo.com

Kindly upload duly signed copy of Integrity pact along with other documents.

14. Please also confirm the acceptance of all the terms and conditions of succeeding pages.

15. Tenderer should not be de-listed/blacklisted in any other public sector/Govt. department.

16. BVFCL is committed to a corruption free work environment. "All the above purchases, services and commitments of BVFCL will be honored without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of the responsible to inform the matter to vigilance office, BVFCL, Namrup, P. O. Parbatpur, Dist. Dibrugarh, Assam PIN; 786623. (Tel no: 0374-2507092/0374-2507167).

For obtaining detailed of tender documents and for participation in online tender, parties are requested to visit <http://bvfcletenders.in>

For any information regarding NIT, you may contact to:

Mr. Nabajyoti Talukdar.

M/s Nextenders (India) Pvt. Ltd.

Ph: +91 9864271879

Email: support.Pripura@nextenders.co

Enclosures:

- I. ANNEXURE-I - Undertaking
- II. ANNEXURE-II - General Terms & Conditions (GTC)

Yours faithfully,

FOR AND ON BEHALF OF
Brahmaputra Valley Fertilizer Corporation Ltd.

(S.K. Singh)
HoD (Mktg)

To,

The HoD(Mktg),
Brahmaputra Valley Fertilizer Corporation Limited, Namrup
P.O. Parbatpur -786 623
Dibrugarh (Assam)

Sub: UNDERTAKING

Ref.: Tender No. _____ due on _____.

Dear Sir,

With reference to the above mentioned tender, we hereby confirm that –

- 1) Tender documents have been read, understood with all clarifications pertaining to various clauses provided therein.
- 2) Conditions laid out are fully acceptable to us. There is no condition/deviation in our quotation from the conditions of the NIT.
- 3) Products/materials will be strictly as per F.C.O. product specifications and ordered quantity will be supplied as per delivery schedule mentioned in the order.
- 4) Material will be supplied conforming to FCO & Packaging Act and Standard Industry norms as applicable.
- 5) This is to certify that none of the BVFCL employee is related to owners/directors. (In case any relative is working in BVFCL, furnish details separately).
- 6) None of blood relation of the owners/directors is participating in this tender in the name of other firm.
- 7) This is to certify that none of the BVFCL ex-employee is employed with us. (In case any ex-employee of BVFCL is employed, furnish details separately).
- 8) We have not been de-listed/ blacklisted in any other public sector/Govt. department.
- 9) The self-certified documents for eligibility criteria and the information furnished along with the tender is correct to my knowledge. If the information is found false at the later date we will be penalized as deemed fit by BVFCL.

Signature of Tenderer or their Authorized Representative.

- | | |
|---|----------------------------|
| 1 | Name & Address of Tenderer |
| 2 | Phone No. |
| 3 | Fax No. |
| 4 | e-mail |

GENERAL TERMS & CONDITIONS (GTC) OF NIT:-

- 1) The term "BVFCL" shall mean **Brahmaputra Valley Fertilizer Corporation Limited**, A Company registered under Companies Act-1956 and having its registered office at Namrup, P.O. 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) The term "Supplier" shall mean the firm or company, who offers quotation duly signed in response to this NIT issued by BVFCL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.
- 3) The term "PRODUCT" shall mean the product specified in the NIT.
- 4) The term "**SPECIFICATION**" shall mean the quality of the product as specified in FCO Grade for Muriate of Potash (MOP)- 60% K₂O, Single Super Phosphate (SSP): 16 % P₂O₅ and Rock Phosphate (RP): 18% P₂O₅ as applicable.
- 5) In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next scheduled day of bid opening.
- 6) Incomplete tender submitted with qualifying conditions at variance with the Terms & Conditions of the tender, are liable to be rejected summarily. Therefore, tenderers are advised to scrutinize the terms and conditions of this tender thoroughly.
- 7) BVFCL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 8) **Right of acceptance and Rejection of NIT:** BVFCL reserves the right to accept at their sole discretion regarding NIT for whole or part quantities or reject any or all NIT without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by BVFCL.
- 9) **Splitting of Quantities:** BVFCL reserves the right to split the quantities of Products in whole or in part at its sole discretion without assigning any reason and can place the Work order/indent on more than one supplier.
- 10) **Validity:** The validity of the Price Bid shall be 90 days from date of quoting of Bid.
- 11) **Arbitration:** In case of any dispute or differences between the parties, the same shall be amicably resolved through mutual discussions and understanding. If the matter/ dispute remain unresolved, the same shall be referred to the sole arbitrator for settlement of the same. The sole arbitrator shall be appointed by the mutual consent of both the parties. The arbitration shall be conducted in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under. The venue of arbitration shall be Dibrugarh (Assam).
- 12) **MOU:** A detailed Agreement/ MOU shall be entered into between BVFCL and Supplier upon finalization of terms and condition for supply of products elaborating detailed terms and conditions under the NIT.
- 13) **Termination of MOU:**
The MOU is liable to be terminated if:
 1. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in case of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or property on the works; or
 2. Makes an arrangement with or assignments in favour of his/their creditors/agrees to carry out the contract under a committee or inspection of his/their creditors; or
 3. Abandons the work; or
 4. If the seller makes default in supply of material as per terms of the contract.
 5. Assigns or sublets the work in whole or in part thereof without prior permission/written consent;
 6. Performance is not satisfactory; or
 7. If Suppliers obtains the contract with BVFCL with illegal measures;
 8. Information submitted/furnished by Suppliers is found to be incorrect.
 9. In the event the pollution clearance certificate and any other licenses are cancelled by the Pollution Control Board and is not renewed within one month, the contract shall be terminated.

Yours faithfully,

For and on behalf of

Brahmaputra Valley Fertilizer Corporation Ltd.

(S.K. Singh)

HoD (Mktg)

INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents . To be signed by the bidder and BVFCL.)

Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) hereinafter referred to as “The Principal”.

AND

_____ hereinafter referred to as “The Bidder/Contractor”

PREAMBLE

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

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 5 : Previous Transgression

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

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

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. 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. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as-confidential. He reports to the Chairman & Managing Director, BVFCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform Chairman & Managing Director, BVFCL and recuse himself/herself from the case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. 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.
7. 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 the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
9. If the Monitor has reported to the Chairman & Managing Director, BVFCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, BVFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word “Monitor” word include both singular and plural.

Section 10 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of BVFCL.

Section 11 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Namrup in Dibrugarh district (Assam).
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the

remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place_____ Date

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

