

**TENDER FOR TRANSPORTATION OF FERTILIZERS BY ROAD FROM BVFCL NAMRUP PLANT AND UNLOADING OF CONSIGNMENT AT VARIOUS DESTINATIONS OF ASSAM**



***TENDER DOCUMENT***

***(FOR NAMRUP PLANT)***

**Brahmaputra Valley Fertilizer Corporation Limited  
(A Govt of India Undertaking)**

Namrup, PO Parbatpur – 786623,  
Dist. Dibrugarh , Assam.

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED**

e-Tender for “**Transportation Contract of Fertilizers from NAMRUP PLANT to various destinations of Assam**”.

**1. Tender Particulars**

- |          |   |          |   |
|----------|---|----------|---|
| <b>A</b> | <b>Tender Enquiry No</b>                | <b>:</b> | <b>BVFCL/MKTG/H&amp;T/NIT/EX-Plant/2022-23/01</b>   |
| <b>B</b> | <b>Tender Issue Date</b>                | <b>:</b> | <b>14.05.2022 at 13.00 HRS</b>  |
| <b>C</b> | <b>Tender Opening on</b>                | <b>:</b> | <b>30.05.2022 at 11.00 HRS</b>  |
| <b>D</b> | <b>Requirement:</b>                     | <b>:</b> | <b><u>“Appointment of Transportation contract for <i>Namr</i> Plant”</u></b> as per scope given in the tender document.       |
| <b>E</b> | <b>Earnest Money/Tender fee Deposit</b> | <b>:</b> | <b>Rs.1.00 Lakh- As EMD &amp; Rs 500/-as Tender Fee through e-transfer in BVFCL’s account as detailed in tender document.</b> |
| <b>F</b> | <b>Performance Bank Guarantee</b>       | <b>:</b> | <b>As per NIT terms to be released after successful completion of two years of its operation.</b>                             |

**G Tender Closing date : 28.05.2022 at 15:30 Hrs**

**H Tender Opening date : 30.05.22 at 11:00 Hrs**  
**H :**

**I Tender validity : 120 days from the date of tender opening**

**J Tender to be addressed to : GM(Mktg), Corporate office, Namrup.**

## INSTRUCTIONS TO THE TENDERER

Brahmaputra Valley Fertilizer Corporation Limited is the only urea producing company in NE States. To make the urea available to the farmers through Dealers network Urea will be dispatched directly by Road from the production unit's up- to dealers/retailers points in different districts of Assam upto 500 KM. From the Production Units, services of transport contractors are required to transport the material to the dealers/retailers points at the destinations. Parties should go through the contents of this tender document carefully and submit it along with all the required documents / information. Quotation of bidders against this Tender must be uploaded by prospective bidders on or before the tender closing date & time.

- 1 The following is an indicative timeframe for the overall process. BVFCL reserves the right to vary this timeframe at its absolute and sole discretion and without providing any reasons thereof. However changes to the timeframe will be communicated to the affected Respondents during the process.

Particulars	Details
Tender Number	BVFCL/MKTG/Ex-Plant/2022/01
Tender Title	<b><u>Appointment of Transportation Contractor for direct movement of Urea Fertilizer at Ex Plant- Namrup.</u></b>
Commercial bid opening date & time	To be notified later
Place of Opening of Bids	Corporate office, Namrup

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

2. Mode of Tendering: Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) intends to select a vendor for "Transportation Contract for direct Movement of fertilizers from **NAMRUP PLANT** by Road as per scope given in the tender document, in two part bid system, through e-tendering. In this regard, BVFCL invites offers from eligible bidders. The NIT will be posted on **website: [www.bvfcl.com](http://www.bvfcl.com)** and also at Central Public Procurement Portal (CPP) (URL:

<https://etenders.gov.in/eprocure/app> where parties will be able to download the tender documents for participation in the e-tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The proposal should be prepared in English in MS Word/Excel format. Bidder may submit the Bid Formats dully filled and signed could be scanned. Other documents could be in PDF format. Tender documents would also be available for downloading at BVFCL's website [www.bvfcl.com](http://www.bvfcl.com) and also at Central Public

Procurement Portal (<https://etenders.gov.in/eprocure/app>) Use of digital signature certificate shall be mandatory for participating in e-tendering process.

### 3. Pre-Requisites for DSC Registration:

- The Vendor becomes a valid Vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (Class-3 DSC)
- Vendors need to procure DSC 24 hrs prior to DSC Registration.
- It can be procured from any of the Certifying Authority registered under CCA India eg. Sify, nCode, eMudra etc
- Respective DSC Drivers needs to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.

DSC of the Vendor will mapped with their User Id once they Login first time.

Note-For more details refer User Manual section on Home Page of govt. portal.

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

- a) M/s Brahmaputra Valley Fertilizer Corporation Limited,  
General Manager (Mktg)  
BVFCL, Namrup  
P.O. Parbatpur – 786 623  
Dist. Dibrugarh (Assam), India

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

Technical Support Contact (For Vendors)

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

Email ID: support-eproc@gov.in

To participate in e-tendering of BVFCL, please refer “Instructions for Online Bid Submission” on <https://etenders.gov.in/eprocure/app> for system requirement, Browser configuration, procedures etc.

4. All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. BVFCL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified/ rejected and such vendor shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.
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 it is not misused by any other person. All

the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. BVFCL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified/ rejected and such vendor shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.

1. It is mandatory for the Bidders to use the digital certificate in all their bidding Process. For submitting bid through e-tendering, vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000. Guidelines as indicated in <https://etenders.gov.in/eprocure/app> may be complied in this regard. The said digital certificate should bear the name of the Company/ Bidder who is willing to participate in the tender.

It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person

## **7. Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening and subsequent clarification/amendment in schedule etc. shall be published on e-tendering portal. i.e, <https://etenders.gov.in/eprocure/app>

Tender Schedule is **as per clause No. 2 above.**

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

## **8. TENDER OPENING**

The tenders will be opened electronically by BVFCL at Corporate Office, Namrup. The submission of bids may however be done by vendors from their office or from place of their choice within the scheduled due date and time.

Price bid of all techno commercially qualified vendors shall be opened electronically with prior intimation of date and time of opening to all qualified vendors by BVFCL.

BVFCL reserves the right to reject or accept any tender without giving any reason.

## **9. JOB AND REQUIREMENT**

- 10.0 The Contract **involves Transportation** of fertilizers from **Namrup Plant** to various destinations of Assam upto 500 KM in different slabs given elsewhere in this document. **The work for transportation of bagged fertilizers is in normally 45 Kg. bags and in rare cases bagged in smaller quantities. The bagged** fertilizers will have to be transported to various destinations as per the dispatch instructions provided by **I/c-Despatch & Co-ordination cell of Unit /State Manager.**

## 11. TENDER FORM

**11.0** The Schedule – 1 of tender document i.e. The General Terms and Conditions and **Special Terms and Conditions**, duly signed by the tenderer or their authorized representative should be uploaded. **Tenderers may note that conditional offers shall not be entertained.**

**11.1** The General Terms and Conditions and **Special Terms and Conditions**, i.e., Schedule –1, will be deemed to be the part of contract and agreement.

**11.2** Persons or person signing the general terms and conditions and **Special Terms and Conditions**, i.e., Schedule –1, shall indicate his authority while signing the tender i.e. as a sole proprietor or authorized partner of a firm or as a Secretary/Manager/Director duly authorized etc. of a Private/ Public Company. In case of truck operators unions / Transport Cooperative, the person signing the general terms and conditions and Special Terms and Conditions, i.e. schedule-I should have the authorization from the executive body with his designation. (Such Truck Operator Unions / Transport Cooperatives should have valid registration certificate from the Registrar, Firms, and Societies of the respective states, notarized copy of the same to be enclosed. In addition such bodies are also required to enclose notarized copy of the latest elected body).

**11.3** Rates should be quoted in Rupees Per M.T. Per KM. i.e. PMT/KM basis against each slab in the requisite format of PRICE BID.

**11.4** The transportation charges PMT will be paid on ACTUAL DISTANCE basis.

## 12.0 SUBMISSION OF DOCUMENTS:

### **There shall be two part bidding system for this tender**

*12.1 Part -1: The submission/up loading of information, undertakings, documents, certificates etc. for techno-commercial bid part are given as under:*

The following documents are to be uploaded

- a) Details of the firm with complete address and telephone number. (Proprietorship/Partnership, name of the proprietor /names of all the partners to be mentioned. Affidavit of proprietorship in original duly notarized / copy of partnership deed duly notarized to be enclosed. For partnership firms an Affidavit in original duly notarized, confirming the current status of the firm to be uploaded/submitted. For Truck operators Unions / Transport Cooperatives, Notarized copy of the valid Registration certificate from The Registrar, Firms and Societies of the respective states. In addition such bodies are also required to enclosed notarized copy of the latest elected body. For Limited companies, notarized copy of Memorandum and Articles of Association and list of directors to be enclosed. A letter of authorization for the person responsible for day to day activities also to be enclosed for each category).
- b) Details of Sister Concerns. (The prospective tenderer's having any common Partners/Directors/Managing partners etc., or having any other common criteria shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible for participating in the tender).

- c) Dealing with BVFCL, if any as Dealer / PG operator (Yes / No), if yes give details.
- d) Copies of balance sheet with P&L Accounts duly audited by C.A. wherever applicable, for the last three years. (Self certified). Income Tax Returns for the last three assessment years. (Self certified).
- e) Permanent Account Number. (Copy of PAN card duly self certified).
- f) Goods & Service Tax Registration No., (Copy of registration certificate duly self certified).
- g) Name of the Bank, Account no., type of Account. (A certificate in original from the bank to be enclosed indicating the name of the party, account no., type of account, limits enjoyed, financial soundness of the party etc.)
- h) The applicant should have minimum Three years experience in transportation of bagged fertilizers, chemicals or any other bagged material during the last ten years with minimum annual turnover of Rs.30 lakhs experience certificates either in original or attested by Notary for transportation of fertilizers and other bagged commodities. Certificates should give name of the company, period of experience and competence of the Tenderer.
- i) Affidavit duly notarized, giving details of immovable properties in the name of the proprietor/in the name of each partner / in the name of the company, with estimated value.
- j) List of trucks owned if any along with copies of RC books.
- k) Registration with other Companies if any.
- l) An Affidavit duly notarized, to be enclosed by the party stating; a). That no other Firm / Sister concern / Associate belonging to the same group is participating /submitting this pre-qualification tender.
- m) That the bidders, their Associates, Sister concerns etc., have not been black listed / de-listed or put on holiday by any Institutional agency / Government Department / Public Sector Undertaking in the last two years.
- n) Parties having infrastructure /Office/Branch Office at the time of submission of applications or agreed to establish infrastructure/Office/Branch Office within 30 days from the date of LOI / offer letter at the centre for which the application is being uploaded shall only be considered. BVFCL shall get the same physically verified.
- o) Self attested copy of the registration certificate, if party is registered as Micro/Small/Medium Enterprise as per MSMED Act, 2006.
- p) Signing of Integrity Pact

Bidder will sign the Integrity Pact as per enclosed annexure-4 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 would be rejected. Details regarding Integrity Pact can be viewed on our website viz. [www.bvfcl.com](http://www.bvfcl.com).

- q) Instructions to the tenderer's and Schedule –I i.e., General terms & conditions and

Special Terms & Conditions duly stamped and signed on each page as token of acceptance.

- r) Self-Certification Form: Make In India (Local Content)(On party/Company's Letter Head) Annexure-4
- s) Model Clause Certificate: Public Procurement No. 1 (On party/Company's Letter Head) Annexure-5
- t) Any other relevant information /document. The Annexure 1, 2 and all affidavits in originals should be handed over to BVFCL's committee at the time of physical verification at Bidder's location.

BVFCL will scrutinize documents uploaded as techno-commercial bid and decide the technical qualified parties. The committee will ensure that all documents required have been submitted/uploaded by the party, prior to opening of price bids.

12.2 Part -2: Price Bid available in the tender document is to be uploaded on website <https://etenders.gov.in/eprocure/app> only.

- 13 In case of poor response / receipt of single bid, Last date may be extended.  
The Company reserves the right to accept or reject any or all tenders in full or in part, without assigning any reason and also reserve the right to negotiate the rate with L-1 bidder. If the tender committee forms the opinion on the basis of available information that the contractor is having implicit or explicit relations with the BVFCL dealer or company employee, in that case the committee will reserve the right to reject the tender offered for transportation and handling contract. The tentative slab wise movement of fertilizers from Unit is indicated in the appropriate clause of Schedule I.



**Covering Letter to be submitted by the tenderer and to be placed in techno commercial bid. To**

GM(MKTG),  
BVFCL, Namrup

**Sub: Tender for appointment as Contractor for Transportation by road from BVFCL NAMRUP PLANT to various destinations**

I/We M/s ..... have visited the site of work and satisfied myself / ourselves regarding local conditions. I / We have carefully studied the instructions to the tenderer and general terms & conditions, **and special terms & conditions** i.e. Schedule No.1.

I / we hereby submit the following documents for consideration to appoint me/ us as Transport Contractor.

1. Duly filled in Application Form and duly signed in instructions.
2. Notarized dated Affidavit with complete details as per Annexure '1'
3. Original Bank Reference Letter (as per Annexure '2')
4. Original / Notary attested Experience Certificate
5. Self -attested copies of Balance Sheet duly audited by C.A. wherever applicable along with P&L account for last 3 financial years.
6. Self -attested copies of I.T.R./Assessment Orders for last 3 Assessment years.
7. Self -attested copy of PAN Number.
8. Self -attested copies of Service Tax Registration Certificate (Form –ST-2 )
9. List of Trucks owned along with Self Attested copies of RC Books
10. Undertaking/ Details/copy of Registration, if party is registered as Micro / Small / Medium Enterprise as per MSMED Act, 2006. (as per Annexure '3')
11. u) Self-Certification Form: Make In India (Local Content) (On party/Company's Letter Head) Annexure-4
12. Model Clause Certificate: Public Procurement No. 1 (On party/Company's Letter Head) Annexure-5
13. Integrity Pact (as per Annexure '6') duly signed on each page and signed by two witnesses.
14. Tender document including General Terms & Conditions and Special Terms & Conditions -each page duly signed and filled in as per instructions.

Thanking you. Yours faithfully,

(Signature & Rubber Stamp)

## **SCHEDULE -1**

### **1.00 GENERAL TERMS AND CONDITIONS**

- 1.01 BVFCL invites sealed tenders for transportation of fertilizers, normally bagged in 45 Kg. packing and sometimes in small packing's. The contract involves transportation of fertilizers to the various dealers destinations of Assam from NAMRUP PLANT.
- 1.02 The successful tenderer shall ensure that the material dispatched from the plant should be delivered to the consignee within three days for destination up to 500 KM distance, excluding day of loading. The penalty for delayed delivery shall be at the rate of Rs.300/-per truck/day. The penalty shall be calculated excluding day of loading.

In case of damage to the material or packing, the contractor will have to make good the loss to Company.

In case of shortage of material (Urea) en-route, the contractor shall have to pay to the Company as compensation, an amount equivalent to the value of material short delivered at destination calculated at the prevailing rate as fixed and revised from time to time for Namrup under New Pricing Scheme (NPS), by Government Of India, Ministry of Chemicals and Fertilizers, Department Of Fertilizers, which is higher than the consumer price in case of Urea. In case the contractor fails to deliver the material to the consignee within 30 days from the date of dispatch the cost of material shall be recovered from the running bills of the contractor together with 25% departmental charges. In case of Urea the cost of material would be worked-out at the prevailing rate as fixed and revised from time to time for different production units under New Pricing Scheme (NPS), by Government of India, Ministry of Chemicals and Fertilizers, Department of Fertilizers along with freight subsidy of urea.

### **2.00 DEFINITIONS:**

- 2.01 BVFCL shall mean Brahmaputra Valley Fertilizer Corporation Limited, a Govt. of India Undertaking, a Company incorporated under the Companies Act, 1956 having its General Manager(Mktg), BVFCL, Namrup P.O. Parbatpur – 786 623  
Dist. Dibrugarh (Assam), India.
- 2.02 The “Contractor” shall mean the tenderer, whose tender has been accepted and shall include his legal representatives, successors and assigns.
- 2.03 In-charge Marketing shall mean the officer in administrative charge of the Marketing Division of BVFCL.
- 2.04 Zonal Manager / State Manager / Area Manager / I/c-D&C Cell shall mean the officer in administrative charge of Zonal / State / Area office / Dispatch & Coordination Cell, NAMRUP PLANT & State office of BVFCL.

### **3.00 SUBMISSION OF TENDERS**

- 3.01 Tenderers have to tender the rates for transportation, only on slab rates irrespective of existence of truck union. Truck operators Union / Transport Cooperatives which are registered with the registrar, Firms and Societies of the respective states to be supported with a notarized copy of the valid Registration certificate can also

participate in the tenders directly but they shall have to tender the rates on slab rate basis. For tenderers other than registered truck operators unions / transport cooperatives, it shall be the responsibility of the tenderer to deal with the union if existing. Tenderer shall have to arrange the trucks for movement as per Dispatch Instruction given by D&C Cell /State Manager. Increase in transportation rates during the contract period or extended period of contract shall be considered only if there is increase in diesel rate by Government of India. The increase shall be allowed as per the formula given in the relevant clause of General terms and conditions of the tender document. The same formula shall be applicable for Truck operators unions / Transport Cooperatives also.

3.02 The rates quoted will be valid for a period of Four months from the closing date of the tender. No tenderer can withdraw his tender or revoke or revise the rates within the aforesaid period of Four months. If a tenderer withdraws, revokes, revises the tender rates, his earnest money deposit shall be forfeited.

3.03 The tenderer shall disclose the nature, constitution and registration of the tendering firm and tender document shall be signed by a person or person duly authorized.

#### **3.04 SERVICE OF NOTICE OF CONTRACT**

The tenderer shall furnish name, designation and address of his authorized agent / employees / persons and all complaints, notices, communications and references shall be deemed to have been duly served to the contractor, if delivered to the contractor or his authorized agent or left or posted at the address so given and shall be deemed to have been so delivered in the case of posting on the day on which they would have been dropped in the postal box to such address in ordinary course of post or on the day on which they were so delivered or left.

In the case of contract by partners, any change in constitution of its firm shall be forthwith notified by contractor to the Company. The impact of such changes on the contract will be decided at the sole discretion of BVFCL.

Either party may change a nominated address to another address at the same place / state / district where the contract is being executed by prior notice to the other party immediately.

#### **3.05 COMMENCEMENT OF WORK**

The contractor shall deposit the requisite Security Deposit and also commence the work within seven days after the receipt by him of an order, in writing to this effect from the Company and shall proceed with the same with due expedition and without delay. In case the contractor fails to commence / refuse the work, the Company shall reserve the right to terminate the contract and the earnest money so deposited by the contractor will be forfeited.

3.06 The tenderer will quote for all the jobs covered by the tender as per schedule-II. The transportation rates for the slabs as indicated in Schedule-II, for which movement plan has not been given, are also to be quoted. This is required to work out the effective rate of the last slab of movement plan and also at any later date there may be requirement for movement in these slabs depending on the marketing situation / directives of Government. Tenderers not quoting the rates of all the slabs are liable to be rejected.

## 4.00 VALIDITY OF TENDER

### 4.01 Any tender :

- i. Which contains variations from BVFCL's terms.
- ii. Which contains a conditional offer, or Which fails to provide required information or otherwise is incomplete, or Which is not accompanied with requisite Earnest Money Deposit, and other documents as indicated at Para 3.00 in the instructions to the tenderer shall be liable to be rejected.

### 4.02 The acceptance of tender will solely rest with the Company, which does not bind itself to accept the lowest tender and further reserves the right:

- I. to reject any or all tenders or
- II. to split up the work amongst two or more parties or
- III. to accept the work in part and not in its entirety if considered expedient without assigning any reason or giving any explanation therefore.
- IV. As far as possible no negotiations will be conducted. However, the Company reserves the right to negotiate for revision of rates downwards with L-1 bidder only, if the Company feels that rates so received are on the higher side.
- V. If a tenderer happens to be the dealer / private godown operator of BVFCL and comes to the stage of award of contract and if such a contractor does not follow the instructions given by dealing officials or engages in any unlawful act then BVFCL reserves the right to terminate the contract and the dealership of such a tenderer / contract of PG.
- VI. If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging, BVFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of two years.

## 5.00 PERIOD OF CONTRACT The period of **contract is Two years** from the date of award. However, the Company shall be entitled to terminate the contract earlier than two years without any notice if in the opinion of the Company, the performance of the contract is not satisfactory, contractor engages in any unlawful act, or due to any other reasons, at the sole discretion of the company.

### 5.01 The contract will be valid for a period of Two years, from the date of award. However the contract may be extended for ONE YEAR thereof, on the same rates, terms and conditions, with the mutual consent of the contractor and the Company.

### 5.02 Any increase or decrease in the price of diesel rates shall be adjusted on the basis of one litre equal to 4KM /09 MTs., which means for every 40 paise increase / decrease in diesel price, one paisa per KM / MT will be allowed in case of increase and will be reduced in case of reduction. The increase or decrease shall be governed on quarterly basis i.e., the increase or decrease during one quarter shall be accounted for in the succeeding quarter. The rates shall remain firm for the intermittent period. The effect of increase / decrease in diesel price shall be considered base rates of diesel at **Guwahati** as applicable on the closing date of tender or date of negotiation whichever is later. (The formula is based on the truck load of 09 MTs., which has been taken for the Administrative convenience and has nothing to do with Motor Vehicle Act (MVA). The contractor has to follow MVA and loading in each truck has to be as per the <sup>12</sup>laden capacity approved and registered.

The above formula shall be applicable uniformly for truck operators unions / transport cooperatives and all other tenderer's during the contract period or extended period of contract.

**6.00 EARNEST MONEY AND TENDER FEE**

**6.01 The tenderers are required to deposit the cost of Tender documents (Rs 500) & EMD Rs.1.00 Lakh through RTGS/NEFT (A/c No-30397754394, IFSC–SBIN0000223, Branch–SBI, Namrup) through any Nationalized bank in favour of Brahmaputra Valley Fertilizer Corporation Limited only. The scanned copies of RTGS/NEFT are to be submitted along with the online tender documents.**

**Earnest money shall not be accepted in any form other than that specified above and tenders not accompanied by Earnest Money, as above are liable to be rejected.**

**6.02** No interest will be payable on the Earnest Money Deposit. The Earnest Money Deposit will be refunded to the unsuccessful tenderer / s within a period of thirty days from the date of opening of tenders/after finalization of contract.

**7.00 SECURITY DEPOSIT**

**7.01** The successful tenderer's shall, within fifteen days of receipt of offer letter / LOI deposit with the Company the Security Deposit for the due and faithful performance of the contract amounting to 3% on Work Order Value.

The Security Deposit is to be submitted either by way of Demand Draft or in the form of Bank Guarantee of a Nationalized/ Scheduled bank on the performa prescribed by the Company before he is allowed to execute the contract and commence work. If the contractor fails to deposit this amount of Security Deposit within the stipulated time which shall include any extension granted by the Company at its own discretion, the Earnest Money deposited by the tenderer shall stand forfeited as and by way of liquidated damages and acceptance of his tender shall stand withdrawn. The Company shall reserve in such an event, the right to accept any tender which is considered suitable.

**7.02** The security deposit furnished by the contractor shall carry no interest.

**7.03** The security deposit shall remain at the entire disposal of the Company as the security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The Company shall be at liberty to deduct and appropriate from the security deposit such losses, damages, penalties and dues as may be payable by the contractor under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the contractor's subsequent interim bills until the security deposit is restored to its full limit mentioned as in clause 7.01 above.

**7.04** If the contractor had previously held any contract and furnished security deposit with the Company, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

**7.05** On satisfactory performance and completion of the contract, in all respects, and upon return in good condition of any property belonging to the Company, which may have been issued to the contractor, the security deposit will be returned to the contractor on the presentation of NO DEMAND certificate from the In-Charge, D&C Cell, Unit of BVFCL.

## **7.06 INSURANCE:**

- i. The contractor shall at its own expense carry and maintain insurance as per employees State Insurance Act, 1948(up to date) when applicable for its employees and shall indemnify and hold harmless BVFCL from all liabilities whatsoever on this account. BVFCL shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contributions are required by the Employees State Insurance Act, 1948 have been paid. This will be binding on the contractor only when the Employees State Insurance Act is extended to place of work.
- ii. Workmen's Compensation Insurance Cover should be taken for all the persons engaged by the contractor.
- iii. Insurance Policy should be for all the full contract period of two years shall get extended/renewed for the extended period of contract, if any.
- iv. Contract number should be mentioned in the Insurance Policy.
- v. Medical treatment should also be covered in the policy in addition to the workmen compensation as per Act.
- vi. The contractor is required to get the insurance policy endorsed in favour of BVFCL in terms of endorsement No.140 extending the policy for indemnity to principals.
- vii. Third party insurance required, if any, shall be arranged by the contractor at his own cost.
- viii. The contractor shall not be allowed to put his staff /employees on work until and unless he obtains insurance cover for all the supervisors/workers /staff/employees engaged by him. The contractor immediately before start of work must submit the notarized photocopy of insurance cover.
- ix. All the accidents to contractor staff will be reported to the safety officer promptly. This will, however, not relieve the contractor of any statutory/other obligations.
- x. Dispute not to held up works:  
The successful tenderer shall not stop the work in case of any dispute(s) unless further progress of work has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the contractor shall be considered as a breach of contract and BVFCL reserves the right to take such action as it may deem fit keeping its interest as paramount.
- xi. The heading in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or consideration in the construction thereof of the contract. The law shall govern this contract for time being in force in Republic of India.
- xii. **OVERPAYMENT AND UNDERPAYMENT:**  
Whenever any claim for the payment of a sum of money of BVFCL arising out of or under the contract against the contractor, the same may be deducted by BVFCL from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with BVFCL or from any other sum due to the contractor from BVFCL which may be available with BVFCL or his security deposit or he shall pay the claim on demand.
- xiii. **CONTRACTOR TO VISIT OFFICE:** The contractor or his agent shall attend when required and without making any charge for doing so, the office of officer in charge of BVFCL or his representative<sup>4</sup> to receive the instructions and to deal

with matters connected with this contract.

## **8.00 PERFORMANCE / TERMINATION OF THE CONTRACT**

- 8.01** If the contractor is unable or fails or neglects to execute the work in terms of the contract, conceal or submit any false documents / information, the Company shall have the option to:
- a) Terminate the contract, and
  - b) Get the work done by third party at the risk and cost of the contractor, and
  - c) The loss so suffered by the Company due to such neglect or failure shall be recovered from EMD / SD.
- 8.02** In case it is found that the information furnished by the contractor regarding the past Transportation experience, and or contents of any documents etc., are found false, company may terminate the contract without giving any notice.
- 8.03** The transport contractor will have to transport the fertilizers without any trans shipment, failing which a penalty of Rs 1500/-per truck will be imposed.

## **9.00 ASSIGNMENT OR SUBLETTING THE CONTRACT. –**

The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without BVFCL's written permission. Any breach of this condition shall entitle the BVFCL to terminate the contract and shall also the tenderer/contractor liable for payment to BVFCL in respect of any loss or damage arising or ensuing from such cancellation of contract. The permitted sub letting of service by the contractor shall not absolve the contractor of any responsibility under the contract. In the event, sufficient dues are not available to reimburse BVFCL for the expenditure incurred by it for the above, the contractor shall reimburse BVFCL for the same.

## **10.00 VOLUME OF WORK:**

- 10.01** Total Tentative quantity i.e. 60898 MT as per the following distance slab:-

Distance Slab(KM)	Tentative quantity in MT
0-15(Fixed Rate)	3500.00
16-25	3963.00
26-50	5200.00
51-75	6300.00
76-100	2500.00
101-150	7500.00
151-200	7919.00
201-250	7500.00
251-300	3844.00
301-350	3843.00
351-400	2943.00
401-450	2943.00
451-500	2943.00
TOTAL	60898.00

**10.02** Total quantity / quantity in different slabs quantity are estimates only, which may increase/ decrease depending on market situation. No guarantee shall be given for adherence to enclosed tentative/estimated movement plan. The above total quantity of Urea to be moved to the State of Assam upto distance 500 MT from factory(Namrup) during the contract period of two years is estimated and may vary substantially as per marketing requirement, Govt. policies, least cost module etc. No guarantee can be given as to any definite volume of work that will be entrusted to the contractor at any time or during the period of the contract. However BVFCL reserves the right to direct the transporter to deliver the material to any other state within the Union of India.

FOR CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK: If at any time after acceptance of the tender, BVFCL decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the In-Charge, D&C, Cell of Unit shall give notice in writing to the effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole of the works.

**10.03** It shall be the responsibility of the contractor to keep readily available as many trucks as may be required and to transport the material as per dispatch instructions, within the stipulated time, failing which the consequences thereof will rest entirely with the contractor.

## **11. INDEMNITY**

- i) Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep the Company or any representative or employee of the Company fully indemnified against any action, claim, or proceedings under the provisions of any rules, regulations, bye laws, notifications, directions or order having the force of law for anything done or omitted to be done by the contractor in contravention of such provisions, etc. for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract.
- ii) Should BVFCL have to pay any money in respect of such claims or demands the aforesaid amount so paid and the cost incurred by BVFCL shall be deducted from the contractor's bill or recovered otherwise and contractor shall not be at liberty to dispute or question the right of the BVFCL to make such payments notwithstanding the same may have been made without its consent or authority or in law or otherwise to the contrary.
- iii) A contractor at his own risk and cost will make good, any damage or loss caused to BVFCL plant equipment etc during execution of this contract. In this regard decision of officer in charge is final and binding to the contractor.



## **12.00 TRANSPORTATION FROM UNIT.**

- 12.01 The contractor will have to submit the acknowledgement of consignee within 10 days from the date of dispatch of material in order to assure that material is delivered to correct consignee for the satisfaction of the Company.

The material dispatched from the plant should be delivered to the consignee within three days for destination up to 500 KM distance, Rs.300/-per truck/day. The penalty for delayed delivery shall be at the rate of Rs.300/-per truck/day. The penalty shall be calculated excluding day of loading.

- 12.02 The contractor or their authorized representative shall remain in constant touch with BVFCL's local office representative for information regarding the loading of trucks.
- 12.03 The contractor shall ensure that no hooks are used by his workmen during unloading / loading and stacking process, otherwise, all shortages and cost of damaged bags / cost of re-bagging etc., occurring due to cut & torn bags will be booked to contractor.
- 12.04 The contractor shall be solely responsible for safe custody of BVFCL's fertilizers till the material is supplied to the consignee. In case of any loss / damages or shortage is found, the recovery from the contractor shall be effected at the price fixed by Government Of India, under New Pricing Scheme (NPS) in case of Urea, Company invoice price in case of Pool Urea and MRP plus subsidy in case of decontrolled fertilizers after adjustment of receipt if any from under writers. In addition to the above the Company shall reserve the right to institute any criminal or civil proceedings in appropriate cases.

- 13.00 CONTRACTOR TO COMPLY WITH ALL THE LAWS.** The contractor shall be responsible to secure compliance with all Central and State laws as well as the rules, regulations, bye-laws and orders of the local authorities and statutory bodies as may be in force from time to time. Quantity to be carried per truck will be in accordance with regulation of Motor Vehicle Act as applicable from time to time.

- 14.00 DECLARATION OF TENDERER'S RELATION WITH COMPANY EMPLOYEE.** Should a tenderer or contractor have a relation or relationship with any employee of the Company or in the case of firm or Company of contractors one or more of its shareholders have relations with an employee of BVFCL the same shall be declared at the time of submission of the tender failing which the Company may in its sole discretion reject the tender or rescind the contract (tender) in terms of the provision of clause -8

- 15.00 CONTRACTOR TO EXECUTE AGREEMENT.** The successful tenderer shall be required to execute an agreement in the prescribed performa with the Company within 7 (seven) days of the receipt of the letter of offer / LOI and acceptance of the same for carrying out the work according to the general and special conditions of contract specified in the Tender Document. The contract shall be presumed to be effective from the date of issue of letter accepting the tender or date mentioned on LOI. The Tender Document, Letter of Acceptance and other correspondence between the Company and the tenderers<sup>17</sup> shall form part of the contract.

**16.00 COMPENSATION FOR NON-COMMENCEMENT OR DELAY IN COMPLETION OF WORK.** Time shall be regarded as the essence of contract and failure on the part of the contractor to start the work on stipulated date or to supply sufficient number of trucks as per clause No.10.03 shall entitle the Company to the following:

- i) Minimum four hours notice will be given to the contractor for the supply of trucks for loading on day-to-day basis. It shall be the responsibility of the contractor to keep readily available as many trucks as may be required and to transport the material entrusted to him. In case of his failure to meet the above-referred daily demand and execute the Dispatch Orders within a period of three days, penalty @ Rs.300/per truck/per day to be calculated from the 4th day, subject to maximum of Rs.1500/-per truck, will be recovered. In case there is loading of Urea in rail wagons during the period of indenting of trucks, then the rake loading days (one day for each rake) will be excluded while calculating the penalty. However, in case the Dispatch Orders are not executed even within a period of 08 days, the job will be got done through alternate source at the risk & cost of the contractor.
- ii) The contractor shall have no claim for any interest with respect to any delay in payment of his interim or final bills or refund of security deposit or in respect of amounts which may be in BVFCL's hands owing to dispute between the BVFCL and the contractor.

**17.00 COMPANY IS NOT RESPONSIBLE FOR CONTRACTORS EMPLOYEES.** The contractor may employ such employees as he may think fit, and the employees so employed shall be the employees of the contractor for all purpose whatsoever and shall not be deemed to be in the employment of BVFCL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that maybe in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever BVFCL is held liable or responsible in any manner whatsoever for the default or omission on the part of the contractor in abiding by aforesaid rules, laws and regulations or held liable or responsible to the employees of the contractor in respect of any matter whatsoever, BVFCL shall be reimbursed by the contractor for the same as also any other expenses or costs incurred by BVFCL on any proceedings or litigations as a result of any claim , demand or act on the part of contractor BVFCL shall be entitled to claim damages or compensation from the contractor in that event. The BVFCL reserve its right to deduct the above stated claims/ expenses etc from the dues of the contractor whether under this contract or any other contract or otherwise recovers the same from contractor. The contractor is liable to take all precautions in respect of his trucks, men and materials as per safety code. In case of any injury or casualty of contractor's driver, cleaner/ conductor/employees during working hours or outside, the contractor shall be solely responsible and pay all the compensation/ex-gratia/aid from his pocket. BVFCL will not be responsible for such compensations at all, nor shall pay/reimburse any cost to the contractor or his driver/cleaner/ conductor/ employees. The contractor shall be liable to BVFCL for any act of commission or omission on his part or on the part of his driver/cleaner/conductor/ employees thereby causing any loss, damage or inconvenience to BVFCL.

**18.00 INSPECTION** The contractor shall at all time make available for inspection the Company or its representative the trucks carrying the material and records pertaining to the same. The Company and its representative shall at all time

reserve the right to enter into or stop any lorry carrying fertilizer to check the quantity & quality if in their opinion so required. The contractor shall provide all assistance to carry out such job as desired by the Company or its representative.

**19.00 SUMS PAYABLE BY WAY OF COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS.** All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation to be applied to the use of BVFCL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained

**20.00 INCONVENIENCE TO THE PUBLIC** The contractor shall not deposit the material on any site, which may cause inconvenience to the public. In-charge D&C Cell, / State Manager, BVFCL may direct the contractor to remove any material, which are considered by him to be of danger or inconvenient to the public or cause these to be removed at contractor's cost.

**21.00 TAXES AND OTHER STATUTORY LEVIES**

The rates shall include all taxes, duties, royalties and other statutory levies leviable at present including Toll Tax, etc. but exclusive of Service Tax on Transportation, Entry Tax and Environment Compensation Charges (ECC). Presently, no service tax is leviable on transportation of fertilizers. ECC and Entry Tax shall be reimbursed based on actual against documentary evidence. The Tenderer shall further ensure that all the basic requirements including comprehensive insurance charge on vehicles and all Govt. charges such as Road taxes, taxes if any on inter - state movement of trucks etc., to make the trucks road worthy for movement on the road in the State are complied with by them and no increase in rates would be permissible in the event of increase in such charges. The contractor shall indemnify the Company against levy of any taxes / charges etc., imposed by the Govt. or any authority which are in existence at the time of submission of tender and also future statutory levies and the Contractor failed to deposit the same. The Company shall have the right to recover the total amount of tax so assessed including litigation expenses from contractor's bills / security deposit. GST (Goods and Service Tax), if any levied/enforced by Govt. during the tenure of the contract effecting the transportation movement directly while carrying Urea filled Bags will be re-imbursed at actual. Similarly for any decrease in Taxes, Duties, Royalties and other statutory levies during the tenure of the contract, the amount so decreased will be deducted from the effected date from the freight bills of the contractor. Copies of notifications/ Circulars by the Govt. shall be arranged by the Tenderer.

**22.00 TERMINATION OF THE CONTRACT OWING DEFAULT OF CONTRACTOR.**

22.01 A) If the contractor should:

- I. Become bankrupt or insolvent, or goes into liquidation, or
- II. Make an arrangement or assignment in favour of his creditors or agree to carry out the contract under a committee of inspection of his creditors, or
- III. Being a Company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or
- IV. Assign the contract or any part thereof otherwise than as provided in clause No. 9.00 of these conditions, or

B) Abandons the contract, or

C) Persistently disregard the instructions<sup>10</sup> of the Manager or contravene any

Provision of the contract or

D) Fail to adhere to the agreed program of work, or

E) Promise, offer to give any bribe, commission, gift or advantage either himself or through his partner, agent or servant, to any officer or employee of BVFCL or to any person on his or on their behalf in relation to the execution of this or any contract with BVFCL then in any of the said cause, In-charge (D&C) Cell of Unit, on behalf of BVFCL may serve the contractor with a notice in writing to that effect. If the contractor does not within 7 days after the delivery to him of such notice, proceed to make good his default, in so far as the same is capable of being made good, and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Company. The Head of Marketing Deptt. shall be entitled, after giving 48 hours notice in writing under the hand of the In-charge (D&C) Cell of Unit, to remove the contractor from the whole or any portion or portions (as may be specified in such notice) of the works without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract and adopt any or several of the following courses –

- a) To rescind the contract of which rescission notice in writing to the contractor under the hand of In-charge (D&C) Cell of Unit, shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited to BVFCL without prejudice to BVFCL's right to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract or
- b) To carry out the work, or any part thereof, by the employment of the required labour and materials the cost of which shall include supervision and all incidental charges, and to debit the contractor with such costs, the amount of which as certified by the In-charge (D&C) Cell of Unit, BVFCL shall be final and binding upon the contractor, and to credit the contractor with the value of the work done as if the work has been carried out by the contractor under the terms of the contract and the certificate of the In-charge (D&C) Cell of Unit, in respect of the amount to be credited to contractor shall be final and binding upon the contractor or
- c) To measure up the work executed by the contractor and to get the remaining work completed by another party at the risk and expense of the contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been to the contractor if the work had been carried out by him under the terms of the contract. The amount of such excess, as certified by the In-charge (D&C) Cell of Unit, shall be final and binding upon the contractor and shall be borne and paid by the contractor and may be deducted from the moneys due to him by BVFCL under the contract or otherwise from his security deposit, provided always that in any case in which any of the powers conferred upon BVFCL by subclause 22.01 of clause 22.00 hereof are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not be exercisable in the event of any future case of default by the contractor for which his liability for past and future remain unaffected.

**23.00 RIGHT OF COMPANY AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:** In the event of any or several of the courses, referred to in sub clause 22.01 of this clause being adopted:

- a) Contractor shall have no claim to compensation for any loss sustained by him by

reason of his having purchased any materials or entered into any commitments or made any advances on account of or for the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work there to actually performed under the contract unless and until the I/c, D&C, Cell of Unit shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.

- b) BVFCL shall not be liable to pay to the contractor any moneys on account of contract until the expiry of the period of contract and thereafter all other expenses incurred by BVFCL have been ascertained and the amount thereof certified by the State Manager. The contractor then shall be entitled to receive only such sum or sums (if any) as the I/c, D&C, Cell of Unit, may certify as due to him upon due completion by him after deducting the said amount, but if such amount exceeds the sum which would have been payable to the contractor, then the contractor shall, upon demand pay to BVFCL the amount of such expenses or it shall be deemed as a debt payable by the contractor to BVFCL and shall be recoverable accordingly.

**24.0 MATTERS FINALLY DETERMINED BY BVFCL.** All disputes or differences of any kind whatsoever arising out of or in connection with the contract during the progress of the work or after the completion and whether before or after the determination of the contract, shall be referred by the contractor initially to I/c, D&C, Cell of Unit / State Manager / Zonal Manager whose decision shall be final and binding. The performance of the contract shall not be stopped by the contractor due to the reason that any dispute, claim or differences is pending with the to I/c, D&C, Cell of Unit / State Manager / Zonal Manager or any Court or Arbitrator.

**25.0 SETTLEMENT OF DISPUTES** “Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Designated Unit Head / E.D. / Functional Director/Chairman & Managing Director, BVFCL, for appointment of Arbitrator.

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

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

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

The venue of arbitration proceedings shall be at Dibrugarh only.

#### **JURISDICTION OF COURTS:**

Notwithstanding, any other Court or Courts having jurisdiction to decide the question(s) forming subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of a competent civil jurisdiction in this behalf at Delhi and only the said Court (s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.

**26. FORCE MAJEURE.** Neither the Company nor the contractor shall be considered in default in performance of its / his obligations under this contract if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake, or because of any levy, order proclamation, regulation or ordinance of any Government or of any subdivision thereof or because of any act of God.

#### **27. TERMS OF PAYMENT**

Freight Bills shall be submitted in the manner and accompanied by the following documents: Original copy of the Bill plus two extra copies with duly acknowledged (quantity in words and figures both) consignor copies of Delivery Challans and Goods Receipts should be submitted to In-charge, D&C Cell Namrup. The acknowledgement must be clear, without any cutting/overwriting with clear mention of date of receipt, truck number and the rubber seal of the receiving authority.

In case of the loss of consignor's copy of Delivery Challan for acknowledgement of Urea, Indemnity Bond for each D.C. should be submitted on Rs. 500.00 Non Judicial Stamp Paper.

- 27.01 Bills should be submitted month-wise. In case due to certain reasons bills for a particular month are preferred in the subsequent month, separate bills should be submitted for consignments dispatched in the previous months. Contractor shall try to maintain seriality of Delivery Challans as far as possible in all his future bills.
- 27.02 Payment of Bills to the Contractor will normally be made within 30 days from the submission of bills with necessary acknowledgements.
- 27.03 Presently no Octroi charge on Urea is levied. In future wherever Octroi charge is paid shall be reimbursed to the contractor on submission of documentary evidence i.e. Octroi receipt in original.
- 27.04 Income Tax as applicable shall be deducted at source as per the provision of Income Tax Act of 1961 as amended from time to time as applicable from time to time.
- 27.05 Goods & Service Tax liability shall be as per the prevailing provisions of Goods and Service Tax Act.
- 27.06 The Tenderer should have a valid registration with the State Transport Department in which they have main office as per carriage by Road Act 2007 and Carriage by Road Rules 2011.
- 27.07 Goods & Service Tax liability shall be as per the prevailing provisions of Goods and Service Tax Act.

## **28.0 DIVERSION**

In case, the contractor is directed in writing by an officer of BVFCL to carry the material further to any other destination after reaching the original destination as per the delivery challan, the contractor would carry out such instructions. Payment for such diverted delivery of material will be on the basis of distance travelled from unit to original destination and by the shortest route from original destination to the new destination. In such case, the contractor shall produce a certificate from Automobile Association for the distance between the original destination and the new destination. Certificate from concerned area office certifying mileage of new destination would also be acceptable.

## **29.0 HEADINGS**

The headings in this document are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of this document. The contractor shall decide in consultation with the BVFCL representative number of trucks to be arranged to carry out the job under the contract. No-claim shall be made by the transport contractor against-BVFCL due to non-utilization of the whole or any portion of the number of trucks ordered by the BVFCL or for delay in loading the material thereof due to any labour disturbance such as strike, lockout, go slow whatsoever beyond the control of BVFCL.

## **30.0 Contractor as BVFCL dealer and or PG Operator**

Those contractors, who happen to be the dealers and / or PG operators of BVFCL shall under no circumstances misuse by way of priority dispatches to themselves or to others and shall follow the dispatch instructions given by the In-charge D&C Cell / State Manager. If any such instance of violation of instructions are found then company may terminate the Transportation contract, dealership and PG contract of such contractors.

**31.0 Registration under MSMED Act, 2006** If the party is registered as Micro/Small/Medium Enterprise as per MSMED Act, 2006, the same may be confirmed by the party and submit a self attested photocopy of the registration certificate in support thereof (as per Annexure-II).

**32.0 Signing of Integrity Pact** Bidder will sign the Integrity Pact as per enclosed Annexure-4 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 would be rejected. Details regarding Integrity Pact can be viewed on our website viz. [www.bvfcl.com](http://www.bvfcl.com).

## **33.0 Make in India**

Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No: P-45021/2/2017-BE-II dated 15th June 2017 of DIPP and subsequent orders issued shall be applicable in this tender. Bidders seeking benefits under 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 as per latest amendment.

## **34.0 Purchase Preference Benefit**

**34.01** Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P-45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable and subsequent orders issued shall be applicable in this tender.

**34.01.1** 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 as per latest amendment.

**34.01.3** 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.

**(Signed/stamped copy on party/ Company letter head the as per enclosed Annexure-4 is to be submitted).**

**35.0 GeM Seller ID** As per Circular No. 6/9/2020-PPD dated:24.08.20 from Ministry of Finance: It shall be mandatory for seller, for Goods & Services to Govt. organizations, including CPSEs, to be registered on GeM and obtain a unique GeM Seller ID at the time of placement of order/acceptance of contract. Successful bidder has to ensure compliance of same at the time of order placement/acceptance of contract.

### **36.0 Model Clause**

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

**(Signed/stamped copy on party/ Company letter head the as per enclosed Annexure-5 is to be submitted).**

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## **SCHEDULE-IA**

### **SPECIAL TERMS AND CONDITIONS**

1. It is clearly and expressly understood that BVFCL neither guarantee for the number of trucks required per day/per month during neither the contract period nor the loads on return trips of trucks.
2. The Contractor shall park all the trucks outside the factory premises. Unless the Security Guard(s) on duty permit the trucks to enter, the trucks should not be brought at the gate.
3. For the purpose of loading, the contractor shall place the trucks in appropriate position so as to facilitate loading operations smoothly before and after loading at such points and places within and/or outside factory limits of the Company or as may be required from time to time by the Company.
4. The Contractor shall ensure that its agents, drivers and employees and labourers are efficient, prompt and properly trained in the various transport operations for the sake of smooth, efficient, proper and prompt movement of materials of the Company without any disturbance or interruptions of whatsoever nature in fulfilling its obligations towards smooth and prompt transport.
5. The Contractor shall depute a responsible representative at the factory or at such other place or places from which loading operations are required to be undertaken who shall be available at all times for various transport operations and to receive and fully comply with the instructions in this regard from the Company or its authorized agents or nominees or representatives so nominated and named by the Company.
6. If required, the Contractor shall carry in the trucks when fertilizers is being transported to the Company's depots, warehouse / godowns and such other places, packets of publicity material and boxes of insecticides required to be transported to the depots, warehouses, godown and such other places. The Contractor shall do this considering as a part of his obligations without any demur or dispute whatsoever and shall not claim any additional charges for the same. BVFCL shall be under no obligation to accept any claim/charges on this account.
7. The Contractor shall arrange insurance policy in connection with the trucks covering public liability (third party) for loading/handling and transportation of fertilizers. BVFCL shall in no manner be responsible for the losses, damages or injuries caused to the third party during loading, handling and transportation of the fertilizers.
8. The Contractor shall keep the Company indemnified against any action, claim or proceedings under the provisions of any rules, regulations, bye-laws, notifications, directions or order having the force of law for anything done or omitted to be done by the Contractor in contravention of such provisions etc. for the infringement or violation thereof by him the course of

the execution of completion of the work under the contract and if, as a result of any such action, claim or proceedings, the Contractor such representatives of the Company as the case may be is adjudged to be liable to any penalties or to pay any compensation, such liability of the contractor and if, the Company has to take over the liability, the Company shall deduct all amounts arising out of such liabilities from the Security Deposit of the contract or from any other amount due and payable by the Company to the Contractor under this contract or any other contract and without prejudice to any other legal remedy available to the Company.

9. The Contractor shall load / carry the material in the trucks as per their carrying capacity as per Motor Vehicle Act. BVFCL shall provide material per truck /Trolla entirely at Contractor's sole liability and responsibility and risk and cost. The entire responsibility for extra carriage will rest with the contractor and he shall solely be responsible for all consequences arising due to objections by any statutory body/Government Agencies/Motor Vehicles Deptt.
10. The Contractor shall be responsible for the safe custody of the material in his possession and shall undertake to deliver the material to the correct consignee as indicated in the GR/Delivery Challan. The Contractor shall be responsible for shortages and damages occurring to the material during handling and transportation. He shall also obtain a clear receipt from the consignee with the rubber stamp duly affixed mentioning the quantity (in words and figures) received, truck number and the date on which material is received. The Contractor shall ensure the safe delivery of the material at the destination within a reasonable time. The Contractor shall be liable to compensate BVFCL for the losses to the material during loading, transportation and unloading.
11. The material dispatched from the plant should be delivered to the consignee within seven days. The penalty for delayed delivery shall be at the rate of 1% of the freight bill per day or part thereof subject to a maximum of 5% of the freight billed up to 30 days.
  - a) In case the material is delivered after 30 days at the destination from the date of loading, we shall recover 25% of freight as penalty.
  - b) In addition to above, ½% (Half Per Cent) of the prevailing Farmer's price for Urea & prevailing sale price for Neem Coated Urea as applicable per week or part thereof counted from the date of delivery of material to the transporter at BVFCL factory shall also be recovered.
  - c) Besides (a) and (b) above, the truck can also be debarred from further lifting Urea from our Plant, till further revocation by BVFCL.
  - d) It shall be the responsibility of the Contractor to see that trucks should be supplied for next trip only after confirming that material lifted in earlier trip has been delivered at the destination by obtaining the acknowledgement from the truck operator. In case it is noticed that the earlier material has not been delivered and that particular truck is deployed for next trip for loading, truck will be debarred for further lifting Urea from our Plant till revocation by BVFCL.

12. In case trucks supplied for loading have to return empty on direction of BVFCL due to non-loading of material/failure of system, a compensation of Rs. 150/-(Rupees One Hundred and Fifty only) per truck shall be paid. However, in case of change of destination, alternate destination is acceptable to the truck operator and the truck is loaded for alternate destination, no compensation shall be paid.
13. The transport charges shall be payable for the distance covered by loaded trucks and not for the distance on return from garage to place of loading or back to garage.
14. Any increase or decrease in the price of diesel will be adjusted on the basis of one litre equal to 4 KMs per litre per 09 MT truck/vehicle which means for every 40 paise increase in diesel one paise per KM per MT will be allowed in case of increase and will be reduced in case of reduction in the prices. Escalation shall be allowed based on increase/decrease in rate of IOC at Guwahati.
15. The Contractor shall from the time the material is loaded onto his trucks and till the material is delivered at the specific destination be completely and solely responsible for any damage, shortage, loss, pilferage etc. occurring to any reason whatsoever in transit. No transshipment of material is permissible except in case of accident/breakdown. Accident/force major conditions, if any occurred during transit should be reported immediately to Dy General Manager (Materials), BVFCL, NAMRUP PLANT.
16. The transport contractor will have to transport the fertilizers without any transshipment. In case transshipment is done a penalty of Rs. 1500/-per truck will be imposed, payment shall not be release for the truck which is not reached to destination except in case of accident / force major / break down.
17. BVFCL shall be under no obligation to accept the claim of the Contractor on account of non-utilization of the whole or any portion of the fleet of trucks owned and/or enrolled by the Contractor.
18. Minimum 04 (Four) hours' notice will be given to the Contractor for the supply of trucks for loading on day-to-day basis. It shall be the responsibility of the contractor to keep readily available as many trucks as may be required to transport the material entrusted to him. In case of failure in providing the required number of trucks, BVFCL shall be at liberty to obtain the necessary number of trucks from other sources at the risk and cost of the Contractor.
19. Timely lifting of the material by the Contractor as per despatch instructions given by BVFCL will be the essence of the contract for the purpose of discharging BVFCL's obligation to meet the requirement of the quantity allocated by the Government of India. In case of failure of lifting of bagged urea as per dispatch instruction by BVFCL for the movement of material to the designated destination, BVFCL may be forced to move the material by alternate mode of transport such as by rail and further handling of transport to meet the sales plan and obligation under ECA. When such an eventuality

comes the difference between the costs incurred in transporting the material through alternate source and the rates quoted by the Contractor shall be recovered from the Contractor.

20. The Contractor shall take appropriate steps to ensure that the material in transit is not damaged due to weather conditions. Adequate number of tarpaulin covers in good condition shall be provided by the Contractor for each truck to cover and protect the material against weather conditions.
21. The Contractor shall hold the material entrusted to him for transport as trustee and shall be accountable to BVFCL. Therefore, any loss caused due to reasons whatsoever shall be compensated by the Contractor.
22. BVFCL does not guarantee any minimum/maximum business during the contract period.
23. Generally the work involved will be in three shifts viz. from 06.00 hrs to 14.00 hrs, from 14.00 hrs to 22.00 hrs and from 22.00 hrs to 06.00 hrs. In view of continuous nature of plant operations, work will continue on public holidays and Sundays. No compensation or extra rates will be admissible for working beyond normal hours. BVFCL shall have the right to change the working hours to meet the marketing requirements.
24. BVFCL's interpretation or decision in this regard to all or any of the terms and conditions and any matter arising hereunder will be final and binding on the contractor.
25. Contractor's preparation for the commencement of work or any portion of it or his subsequent rate of progress be for any cause whatsoever go slow in the opinion of BVFCL that the Contract will be unable to complete the work or any portion thereof as agreed upon should he neglect to comply with any directions given to him by BVFCL or in any respect fail to perform contract, BVFCL shall have the power to declare the contract to have come to an end in such case, the Contractor shall be liable for payment of any extension to BVFCL for any loss, damage incurred or sustained by reason of or in connection with the contractor's default. Decision of BVFCL in this regard shall be final and binding on the Contractor.
26. Rates should be quoted in such a fashion that transporters/contractors shall not have any objection for transportation of fertilizer filled bags to any of destinations in any state to meet BVFCL's daily demand of trucks throughout the contract period including extended period.
27. BVFCL has prepared a directory showing distances between its units and various destinations within the territory of India. For these destinations, the distance as per statement shall be applicable for payment of bills. A copy of Directory is available in the Transportation Department for perusal. BVFCL at its discretion may obtain fresh/latest distances for such destinations for the purpose of adopting them for payment and the same is binding on the contractor. Wherever the distance is not provided in the directory for a

particular destination, the distance provided by Automobile Association/National Highway Authority/State Highways Authority/PWD/CPWD/BVFCL shall be adopted.

28. The rates for the transport of goods shall be on the basis of net weight. No separate remuneration will be payable for the tare weight or packing material, as the remuneration therefore shall be deemed to be included in the rates for transport of net weight of goods.
29. No unloading charges at destination will be entertained where unloading is done by the consignee. In cases where unloading facilities are not made available at destinations by the consignee, the unloading charges may be reimbursed at the rate quoted by the tenderer in his price bid.
30. Quantity shown in NIT documents is tentative and may substantially vary during the contract period as per the marketing requirements. BVFCL does not take any responsibility for variation in the quantity as compared to those shown in the NIT nor guarantees any minimum quantity for transportation. However, the operation of the transportation contract depends upon ECA allocation. BVFCL therefore does not undertake any guarantee/responsibility under ECA. Contractor shall have no claim whatsoever in the regard against BVFCL.
31. In case, the Contractor is directed in writing by an officer of BVFCL or Warehouseman to carry the material further to any other destination after reaching the original destination as per the Delivery Challan, the Contractor would carry out such instructions. The slab rate to the original destination shall be applicable to the entire distance from loading point to the diverted destination. For example. 'if a truck is loaded from destination 'A' (BVFCL) to destination 'B' which is 100 KMs. The truck does not get unloaded at destination 'B' but is diverted to destination 'C' which is 50 KM from destination 'B'". In the above situation, the freight will be paid on rates as applicable to the slab of 150 KMs. Payment for such diverted delivery of material will be on the basis of distance traveled from Unit to original destination and by the shortest route from original destination to the new destination.
32. BVFCL shall not be liable for supply of petrol, diesel, lubricants etc. for the purpose of work.
33. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of BVFCL without reference to the actual loss or damage suffered whether or not any damage shall have been contained.
34. The Contractor is required to commence the work within a reasonable period not exceeding 15 days after the receipt of order by him writing to this effect from the Company and shall proceed with the same with due expeditions and without delay. In case the contractor fails to commence the work within 15 days, the contractor will not be allowed to work during the period of the contract and the Earnest Money Deposit shall be forfeited.

### **35. AMENDMENTS**

The Contract entered into between the parties in pursuance of this document may not be amended or otherwise altered and no variation of the clauses of the contract shall be valid except pursuant to an instrument in writing signed by each of the parties hereto. BVFCL shall not in the absence of its specified written acceptance be bound by any provisions in the tenderer's offer, forms of acknowledgement of contract, invoices, packing lists and other documents which may be advanced in support of the contract.

36. All correspondence should be in triplicate and invariably bear reference to the contract number and date. The Contractor shall furnish to BVFCL the name, designation and address of the authorized representative and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered personally to contractor or his authorized representative or posted at the address so given.

**In the case of BVFCL to:**

The General Manager (Mktg)  
BVFCL, Namrup, P.O. Parbatpur – 786 623, Dist. Dibrugarh (Assam), India

37. BVFCL reserves the right to award parallel contract without giving any notice to the contractor or to terminate the contract any time without giving any notice if the nature of work so demands and the services of the contractor are not found to be satisfactory.
38. **INSURANCE** The Contractor shall at his own expenses carry and maintain insurance as per State Insurance Act, 1948 wherever applicable for its employees and shall indemnify and keep BVFCL harmless from any liability whatsoever on this account. BVFCL shall retain such sums as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contributions as required under the Employee State Insurance Act, 1948 have been paid. This will be operative and binding on the contractor only when the Employee State Insurance Act is extended to the place or work. The Contractor shall be solely responsible for any loss, damage or injury etc. caused to the personnel of the Contractor deputed by him for the work under the contractor. Any compensation whatsoever payable on this account shall be borne and paid by the Contractor exclusively. The Contractor may arrange for necessary insurance coverage for the same at his own cost. The Contractor will indemnify BVFCL against all claims for injury caused to any person, while in or upon the site of BVFCL.
39. The Contractor will have to strictly adhere to the rules and regulations laid down by BVFCL from time to time during the contract period.

40. Necessary records required under Factories Act, ESIC Act and other applicable statutory requirement under the law, including application for license from the Labour Conciliation Officer shall be observed/complied with by the Contractor. The Contractor shall be singularly responsible to secure strict compliance with all Central and State laws as well as the rules, regulations, by laws and orders of the local authorities and statutory bodies as may be in force, from time to time. Any failure on this count on the part of the contractor and the consequences thereof shall be solely on account of the Contractor. Liability if any under this head shall be solely borne and paid for by the Contractor. If under any circumstances, BVFCL is called upon to make payment on this count, BVFCL will be at liberty to recover the same either by deducting it from the Security Deposit/Earnest Money or from any other sum due from BVFCL to the contractor whether under this contract or otherwise.

## Price Bid

### RATES FOR TRANSPORTATION OF MATERIAL FROM NAMRUP

The General Manager (Mktg),  
BVFCL, Namrup  
P.O. Parbatpur – 786 623  
Dist. Dibrugarh (Assam), India

Dear Sir,

In response to your communication no./NIT BVFCL/MKTG/H&T/NIT/EX-Plant/2022-23/01  
dated 14/05/2022, I/We, M/s \_\_\_\_\_ quote  
our rates for transportation of fertilizers from Namrup Plant as to various dealers destination of  
**Assam up to 500 KM as under:**

Distance Slab(KM)	Mid Point (KM)	Rate in Rupees	
		(in Figures)	(In Words)
0-15(Fixed Rate)	15	.....PMT	Rupees.....
16-25	21	.....PMT	Rupees.....
26-50	38	.....PMT	Rupees.....
51-75	63	.....PMT	Rupees.....
76-100	88	.....PMT	Rupees.....
101-150	125	.....PMT	Rupees.....
151-200	175	.....PMT	Rupees.....
201-250	225	.....PMT	Rupees.....
251-300	275	.....PMT	Rupees.....
301-350	325	.....PMT	Rupees.....
351-400	375	.....PMT	Rupees.....
401-450	425	.....PMT	Rupees.....
451-500	475	.....PMT	Rupees.....

**GST will be extra as applicable.** GST (Goods and Service Tax) on transportation activity being under reverse charge mechanism shall be deposited by BVFCL.

**(IMPORTANT: RATES MUST BE QUOTED FOR ALL THE SLABS)**

**Note:**

- "In case there is discrepancy between words and figures or there is overwriting in figures, the rates given in words shall be considered".
- The transportation rates for the slabs as indicated in Schedule- II, for which movement plan has not been given, are also to be quoted. This is required to work out the effective rate of the last slab of movement plan and also at any later date there may be requirement for movement in these slabs depending on the marketing situation / directives of Government. Tenderers not quoting the rates of all the slabs are liable to be rejected.
- The effect of increase / decrease in diesel price shall be considered on quarterly basis and base rates of diesel at Guwahati as applicable on the closing date of tender (for details ref. clause no. 5.02).
- The proposed movement plan has been split into three parts and separate price bids are proposed to be invited as per (i) schedule IIA for UP, Rajasthan with adjoining districts of M.P. State, (ii) Schedule IIB for Maharashtra with adjoining districts of M.P. state and (iii) Schedule IIC for remaining districts of M.P. state. The prospective parties may opt to bid under any or all of the schedules, Further, to establish the status of the tenderers, as, L1, L2, L3.... The individual contract value shall be computed based on rates quoted for each schedule separately. The CST shall be prepared based on slabwise quantities as per movement plan and transportation rate is to be calculated with average distance as



per column 3 of Schedule IIA,IIB and IIC\* rate calculated as per formula given in the price bid \* tentative quantity of the slab as per column4 of the schedule IIA,IIB and IIC. Evaluation shall be done as per instructions given in price bid.

1. The transportation rate is to be calculated for total distance on the basis of slab in which the destination falls i.e. on direct slab basis and not on income tax slab basis.
2. If the amount of transportation charges PMT calculated for the lowest distance in a particular slab, are lower than the transportation charges PMT calculated for any destination for the preceding distance slab then for those destinations the charges PMT payable would be restricted to the lowest distance of the succeeding slab. (Applicable from slab 2 onwards).

### EXAMPLE

Let the transportation rates for the slab 101 - 150 Km = Rs 1.80 / MT / Km Transportation charges per MT for 145 Km =  $145 \times 1.80$  = Rs. 261/-.

Let transportation rates for the slab 151 - 200 Km = Rs. 1.35 / MT / Km. Transportation charges per MT for 151 Km = Rs 203.85

In the above case the transportation charges PMT for 151 Km are lower than the charges for 145 Km. The transportation charges for the destinations of 145 Km. shall be paid @ Rs 203.85 PMT being the charges applicable for 151 Km.

3. Average distance as per column 2X quantity mentioned in particular slab X Rate applicable as per point 2 above for that distance.  
Quantity to be carried per truck will be in accordance with regulation of Motor Vehicle Act as applicable from time to time.

I / we undertake to pay at the price fixed by Government Of India, under New Pricing System in case of Urea, company invoice price in case of Pool Urea and MRP plus subsidy in the case of decontrolled fertilizers. (as compensation in case the material is short delivered at the destination).

I / we will take all precautions for safe delivery of consignments at various destinations and the material will be covered with tarpaulins. While the material is either in transit or in our custody, we shall not transfer the material from one truck to another and we will be responsible for any loss / damage to the consignment and hereby agree to make good the losses as ascertained by you.

In case the contract is awarded either partly or fully in our favour, we undertake to carry out the job faithfully and to the entire satisfaction of BVFCL. We will not sub-let the contract either partly / fully to any other party. As and when we are not in a position to supply the guaranteed number of trucks, you will be at liberty to get the job done through any other contractor and recover the additional cost incurred by you from the bills / security deposit.

I / we hereby undertake to collect the octroi duty if paid by us from the receivers of the material at the destination, in case of F.O.L.(sale) dispatches. For stock transfer the octroi receipts will be submitted for reimbursement at Zonal Office through Area Office.

I / we agree to keep security deposit as per clause No.7.01 of tender document after the award of transport contract, besides execution of an agreement on stamp paper of Rs. 500/- to constitute a binding contract.

I / we undertake to comply with Central / State rules, regulations bye-laws and order of local authorities and statutory bodies and pay all fees / taxes as may be leviable on account of transport operations at our cost as specified by the state governments.

I / we have deposited Rs.....towards earnest money deposit by way of demand draft No. ----- dated ..... in favour of **BRAHMAPUTRA VALLEY FERTILIZER CORPORATION**

**LIMITED** payable at **Namrup**. In case the contract is awarded but not executed by us, complying with the required formalities I / we agree for the earnest money deposit forfeiture. **Tender Fee and EMD is to be deposited for each schedule separately.**

In case of non-fulfillment of the contract terms and conditions, I / we agree to the forfeiture of security deposit. In case my / our Earnest Money Deposit / Security Deposit stands forfeited due to above then I / we agree for any other panel action which the company may deem fit.

I / we hereby agree that I / we will not demand (during the currency of the contract) any increase in rates quoted by me / us on account of increase in the price of tyres, auto spare parts etc. or in wages of drivers etc.

I / we assure you to supply maximum trucks per day allotted to me / us. We also assure you that each indent will be completed in stipulated time as advised by you.

I / we have gone through the tender documents and I / we hereby agree to abide by the terms and conditions.

Yours faithfully,

**(Signature & Designation of Tenderer)**

**(Affix Rubber stamp)**

I / we have gone through the tender documents and I / we hereby agree to abide by the terms and conditions.

Yours faithfully,

**(Signature & Designation of Tenderer)**

**(Affix Rubber stamp)**