

**Brahmaputra Valley Fertilizer Corporation Limited
Namrup**



Tender Documents for Engagement of Service Provider for E-procurement / E-Sale Solution.

1. Tender Particulars

| | | |
|----|---|--|
| a. | Tender Enquiry No. & Date | BVFCL/MS/EP/44 Date: 02/04/2021 |
| b. | Class of Tender | Open |
| c. | Requirement | Engagement of Service Provider for E-procurement / E-Sale Solution. |
| d. | Type of bid | TWO Stage |
| e. | Security Deposit cum Performance Bank Guarantee | 3% of the total contract value to be released after 6 months from successful completion of the contract |
| f. | Earnest Money Deposit | Nil (Bidders have to submit Bid Security Declaration in-lieu-of Earnest Money Deposit, as per Annexure-N) |
| g. | Validity of Contract | 2 years, may be extended for another one year at the same rates, terms and conditions at the sole option of BVFCL. |
| h. | Tender Closing date | 03/05/2021 At 03:00 PM |
| i. | Tender Opening date | 03/05/2021 At 03:30 PM |
| j. | Validity of Bid | 180 days. |
| k. | Tender to be addressed to | Dy. Manager (Computer) Computer Department, Administrative Building, Brahmaputra Valley Fertilizer Corporation Limited, Namrup P.O.-Parbatpur, Dist. – Dibrugarh , Assam PIN 786 623 Email: info@bvfc.co.in Phone: 0374-2500652 |

2. Enclosures

Instructions to Bidders (**Annexure-A**)

Technical & Commercial Terms including Scope of work, Special requirements & other terms & conditions (**Annexure-B**)

Schedule of Rates (**Annexure C**)

Declaration Form (**Annexure-D**)

Undertaking (**Annexure-E**)

Format for Agreement (**Annexure-F**)

Format for Bank Guarantee (**Annexure G**)

Bidders Information (**Annexure-H**)

Declaration for Acceptance of Tender Terms and Conditions (**Annexure-I**)

Declaration regarding Clean Track by Bidder (**Annexure-J**)

Client Details (**Annexure-K**)

Checklist for security consideration (**Annexure-L**)

Eligibility criteria checklist (**Annexure-M**)

Earnest Money Deposit (**Annexure-N**)

Annexure –A

Instructions to Bidders

1. Bids must be submitted on or before the tender closing time & date.
2. Request for extension of time for submission of tender shall not be entertained.
3. The Tender Enquiry number must appear on all correspondence and documents. While submitting the bids, Bidder shall ensure the completeness of the information/ documents as detailed in the tender document.
4. Bidder must sign all papers of their bid.
5. Earnest money Deposit : Nil as per Govt. notification no. F.9/4/2020-PPD dtd. 12th Nov. 2020. Bidders have to submit Bid Security Declaration in-lieu-of Earnest Money Deposit, as per Annexure- N
6. Bidder has to send the Documents to the undersigned.
Dy. Manager (Computer)
Computer Department, Administrative Building,
Brahmaputra Valley Fertilizer Corporation Limited, Namrup
P.O.-Parbatpur, Dist. – Dibrugarh , Assam
PIN 786 623
Email: info@bvfc.co.in
Phone: 0374-2500652
6. Any clarifications on procedure, tender specification both technical and commercial can be had from Dy. Manager (Computer) any time before tender closing date and time either personally or by E-Mail at least 7 days prior to closing date of the Tender. Bidders in their own interest shall take all steps that are necessary for them to participate in tender well in time.
7. Bids will be opened on stipulated date and time.
8. All information sought by BVFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of Bidder to comply with requirements of BVFCL within stipulated time shall entitle BVFCL to proceed with the tenders on the basis of information available with it. No responsibility for postal delays shall rest on BVFCL.

Eligibility Criteria:

- The bidder should be an Indian Registered Firm with an average minimum annual turnover of Rs. 30 Lakhs from IT and ITES business for any two of the last three accounting years between 2018-2021. Bidder should submit audited Balance Sheet & Profit Loss Statement from the year 2018-2021.
- Firms should have valid GST and PF registration Certificate eligible to apply.
- The applicant should have at least five year experience in similar job like e-tendering, reverse auction, forward auction etc. with similar security mechanism with Govt. Deptt. /PSUs. Proof of experience such as order copies, work completion certificates should be enclosed with the bid. Following details are to be provided towards experience as below:

| Detail of similar works carried out | No. & Date of order | Value of contract | Validity of contract | No. of events completed | | | | Name & Complete address of the Customer along with Phone No/Fax/ e-mail ids |
|-------------------------------------|---------------------|-------------------|----------------------|-------------------------|-----------------|-----------------|----------|---|
| | | | | Tendering events | Reverse Auction | Forward Auction | Training | |
| | | | | | | | | |

- Bidder should provide reference of at least 3 successfully completed or ongoing projects of which at least 2 should be of Govt. Departments/ PSUs.
- Bidder should provide satisfactory performance certificates from 2 customers currently utilizing the e-procurement platform.
- Bidders should possess a valid ISO 27001:2013 Information Security certificate or ISO 9001:2015 Quality Management systems certificate, or both. Certificate to be attached.
- The bidder shall not have been black listed by any State or Central Government in India or abroad & they should submit a written undertaking for the same in the format as annexed (Annexure J).
- The bidder should have system compliance certificate from Standard Testing & Quality Certification (STQC), Directorate Laboratories.

Annexure - B**About BVFCL**

Brahmaputra Valley Fertilizer Corporation Limited, Namrup is located in the district of Dibrugarh in the state of Assam situated in the North Eastern part of the country. The nearest railway station is NAMRUP, which is 5Km. away from the factory. The nearest Airport is DIBRUGARH, 75 Km away from Namrup. Namrup is well connected by roadways / railways with all parts of the country.

BVFC Limited, Namrup manufactures urea @ 900 MT per day in Namrup-III urea Plant & 400 MT per day in Namrup-II urea Plant operating on round the clock basis in regular shifts.

Scope of Work:

The broad scope of work shall cover development/ customization of e-procurement Solution (EPS) as per BVFCL's requirement, providing hardware and software support for web hosting of the above e-procurement solution for complete tender cycle including reverse / forward auctioning and training wherever required etc. For this purpose tenderer should preferably have his own portal, which should provide services from complete Tendering cycle to conducting Reverse / Forward Auctioning as per BVFCL's requirements explained below.

The tenderer shall provide web based EPS solution on his portal for Electronic Tendering cum online Reverse/Forward Auctioning system covering complete maintenance / service and technical support.

Tenderer will provide dedicated hardware requirement at site as per assessed requirement.

Tenderer will also provide complete Hardware / Software support for web hosting for the above stated EPS. The software should be capable of handling limited tenders / open tenders and Reverse/Forward auctioning as per below mentioned process/ activities:

A) e - Tendering

The main steps involved are:

- Preparing Tender documents for Limited/Open tenders
- Obtaining digital certificates for authorized officers on behalf of BVFCL/vendors.
- Generation of user ID and passwords
- Hosting of tender documents (NIT) for Limited/Open tenders
- Defining tender schedule
- Release and Uploading of tender documents (NIT)
- Allowing download of tender documents only to qualified/ authorized vendors in case of Limited tenders
- Clarifications on tender documents on line
- On line pre bid clarification/ amendments
- Preparation of bids on line
- Submission of bids on line
- Up loading bids on line
- Submission of EMD off-line (Online if possible)
- Opening of bids on line
- On line evaluation of technical bids

- On line technical clarifications
- Arriving at technical loading off-line/ on line
- In corporation of loading of technical loading as above
- Opening of price bids on line
- Generation of comparative statements/ other reports on line

B) Reverse /forward Auctioning

The reverse auction/ forward auction involves following steps:

- Short listed vendors to be allowed to participate in reverse/ forward auction
- Generation of Alias names and passwords of participating vendors
- Defining time period and rules of time period extension
- Defining base/ starting price for reverse / forward auction
- Defining Bid decrement/ increment value
- On line submission of bids
- Generation of statement of complete history of reverse/ forward auction from start to close of event giving price submitted by each participant bidder at different time period.
- For some tenderers like for HDPE Bags, chemicals etc. quantity offered corresponding to each valid bid has to be obtained (on-line) every time during the auctioning. Necessary provisions for the same have to be made available.
- The vendors, BVFCL personnel and administrator of the successful tenderer should be able to see only the price/ corresponding quantities and nothing else during the bidding process. On completion of the bidding process the System should show the lowest (or highest as the case may be) price quoted by various vendors.

C) Confirmation and Indication of quantity of the material to be supplied (For HDPE Bags only)

Under this stage, based on the lowest price received on completion of reverse auction, on line consent is required to be obtained from eligible pre-qualified vendor for supply at R1(lowest) Price or negotiated R1 price along with the quantity which they are willing to supply at this lowest rate or final negotiated rate. This consent must be with their digital signatures so that no vendor can deny acceptance at a later stage. At this stage complete log of the action so far should be available to BVFCL. This log should be available in read only format.

D) Digital Certificate

The tenderer shall provide/ quote Digital Signature Certificate with signing & encryption (as per software requirement) and as per Information Technology Act 2000 as amended from time to time. In case tenderer is not a Certifying Agency for Digital Signature, he shall arrange the Digital certificates from a Certifying Agency notified by comptroller of Certifying Authority (CCA).

E) General Features

The salient features required in the software solution to be as given below: -

- i. Users identification and role definition

- ii. Creation of User ID and password. Password to be changed by user after log on for all the users.
- iii. Setting up hierarchy level and role definitions for different users in consultation with BVFCL.
- iv. Bidders should be asked by the system to give their complete identity and verification of the same every time they log on. A record must be maintained for audit trail.
- v. Workflow design to be made in consultation with BVFCL and categorization of different type of documents (access rights to be given to various users).
- vi. Designing of tabulation statements in consultations with BVFCL for working out item wise landed cost indicating basic rate, excise duty, sales tax, packing, forwarding, freight, transit insurance, other charges etc.
- vii. The system should be capable of providing managerial reports/ outputs related to various activities as a record and also for decision-making.
- viii. A separate main domain shall be created on E-tendering Home Page for BVFCL. The Service Provider shall also provide a hyper link on its home page.
- ix. The hosting server for e-Procurement solution shall be located in India.
- x. User friendly, flexible, scalable and robust with dynamic work flow.
- xi. Central storage of documentation.
- xii. Work flow function ability which routes documents to appropriate people or alters individuals of actions in the system.
- xiii. Tools to assist the pre-qualification of supplier.
- xiv. Capability of easily accommodate procedural/ statutory changes likely to occur with time.
- xv. Provide a highly secure environment for tender bidding and transactions processing.
- xvi. Provide total transparency in the on-going tendering, ordering process and must strictly adhere to the existing BVFCL's policies and guidelines.
- xvii. Accessible at the vendor and using any standard browser and on any standard hardware and operating system. No additional software should be required to be loaded on the vendor end and there should not be any special/ proprietary software/hardware components required on the vendor end for achieving the full functionality as per the specification.
- xviii. The service provider shall use fully authorized/ owned software components.
- xix. The service provider shall be totally responsible for all software used in this application along with their associated cost. Cost of any third party software, if required for the completeness of the solution, shall be borne by the service provider.
- xx. Software should have the feature so that the vendor can revise their Price Bid any number of time before the closing time of Price Bid.
- xxi. Software should have the feature to take Backup of all the records uploaded till the completion of the tendering cycle including the forward/ reverse auctioning.
- xxii. Software should have the option to generate various MIS reports as and when required.
- xxiii. Software should support minimum 200 nos. of items for reverse auction.

F) Security Requirements.

Software shall support payment gateway, digital certification certified by CCA and notarization. It should run in completely secure environments. Minimum essential features in the security for the software, which tenderer will provide are given below:-

- i. Portal on which E-Tendering cum Reverse Auctioning is to be carried out should use 128 bit SSL (Secure Socket Layer) technology (except for stages like downloading of documents where this may not be used due to speed considerations) that should be certified by approved certification agency certified by Controller of Certifying Agency, India.
- ii. Hierarchical set up with pre-defined roles and access levels with a specific permission for overriding default roles by proper authority.
- iii. Data encryption with PKI support certified' by recognized C.C.A. 128 or higher bit encryption with SSL Security or equivalent must be provided for Data Flow and data encryption during the process and also while the data is in the storage Box.
- iv. Audit trail.
- v. Intrusion detection & protection security features.
- vi. Provision of fire walls and anti-virus.
- vii. Digital time stamping provision on each document.
- viii. MIS report covering activities of bids evaluations and tabulations required for processing of approval.
- ix. Provision for attachment of drawings or word documents / excel sheets / scanned copies on electronic tenders.
- x. Payment Gateway enabled features.
- xi. Adoption of Industry standard symmetric/ asymmetric algorithm. Vendors to specify the standard of algorithm adopted in the software.
- xii. Wherever required softcopies to be made available in PDF format.
- xiii. The password shall be stored in our encrypted form on the server where users details are stored.
- xiv. System should comply with all the guidelines from CVC and should be certified by Standard Testing and Quality Certification (STQC) , Directorate Laboratories.

G) Bid Security Feature

The bids shall be encrypted at the bidders' end with adequate security level. The bid flow must also be further encrypted when it leaves bidders. Encrypted bids should get stored in a time lock electronic tender box.

H) Additional Security Features

- i. Electronic tender box must be time stamped and opening should be permitted by two authorized officers, supported by Digital Certification certified by CCA.
- ii. Software must support authentication and authorization of each bidder for presentation for each tender.
- iii. Freezing of each bid will be done by digital counter signatures by the tender opening officials.

- iv. System should be capable of supporting advanced biometrics technology for security and authentication of electronic documentation to establish unique identity with electronic signature.
 - v. Web security to be proven and accepted by user. The web identity to be disclosed and details to be provided.
 - vi. Complete working through the system should comply with relevant Government rules /instructions including provisions of latest IT Act.
 - vii. To ensure full availability of web site during working hours, alternative facilities should be provided.
 - viii. Appropriate interface software is to be provided for integration with the existing modules being run on LAN systems in BVFCL Office/ Plants.
 - ix. The successful tenderer shall provide software upgrades from time to time after successful installation and acceptance of the system for effective & smooth functioning of EPS.
 - x. The successful tenderer shall carry out modification (if required) of the software, during the period of contract so as to ensure generation of reports / outputs as per Brahmaputra Valley Fertilizers Ltd. requirement; bugs, corrections etc.
 - xi. The successful tenderer shall provide a team of qualified technical persons for constant interaction with Brahmaputra Valley Fertilizers Ltd officials during the entire period of contract including testing, validation, trials & live running.
 - xii. The EPS should support integration to payment gateway for electronic payment through web towards the tender fees, earnest money and security money etc.
- I)** Any other job not specifically mentioned here but reasonably implied to be executed for E-tendering/E-procurement shall also have to be carried out by the service provider under this implementation of E-procurement contract without any extra cost to BVFCL in the entire contract. BVFCL reserves the right to make changes specifications as per its requirements.
- J)** Service Providers, scope of supply shall also include the following:
- a) Additional Software**
The service provider shall also supply any additional software and accessories which are considered essential for the operation of e-Procurement software without any additional cost.
 - b) System Documentation:**
The Service Provider shall furnish instructions manuals and detailed installation operation and maintenance documentation along with the CDs for the supplied items. Manual shall describe system documentation. These shall be complete, accurate and fully representative of the supplied system and its elements.
- K)** For the purpose of over-all coordination and monitoring, the service provider shall forward the fortnightly /monthly / quarterly statements in mutually agreed formats indicating the details of events completed during the period.

Other Conditions:

- 1) Non-transferable: The tender document is not transferable.
- 2) Rejection of Bid: BVFCL, Namrup reserves the right to accept / reject any or all or part of the bids received on the due date without assigning any reason whatsoever.
- 3) Language of bid: The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Tendering Authority shall be in English language only.

Presentation of the solution:

- 1) As a part of the bid, the bidders may be asked to give a presentation on the proposed technology and solutions to the BVFCL, before the work order is issued.
- 2) Failure to make such a presentation shall lead to the rejection of the bid without assigning any further reason.

Responsibilities:**A. Responsibilities of the Service Provider:**

- i. Completion of the work as mentioned in the Scope of the work.
- ii. Shall arrange in all the required Hardware and Software including all kinds of consumables and manpower required for executing the contract awarded at their cost.
- iii. Shall be responsible for any other thing that is required for executing the contract awarded to the Service Provider except that shall be provided by BVFCL as stated in this tender document.
- iv. Shall provide necessary training to the staff of BVFCL.

B. Responsibilities of BVFCL:

- a. Provide all necessary information for implementation of the project.
- b. Food and accommodation for persons staying in Namrup shall be arranged in BVFCL Guest House on chargeable basis, if available.

Type of BID:

Tenders shall be submitted in 'Two Bid' system as specified below:-

- 1) "**Technical & Commercial Un-Priced Offer**" shall contain following documents:-

- i. One set of complete tender documents including all the annexure duly signed and stamped on each page as a token of acceptance of all terms & conditions mentioned therein.
- ii. Details of experience in similar job as per the eligibility conditions.
- iii. Item wise Prices as per format of schedule for rates given at Annexure-C. All rates should be firm and inclusive of all current taxes, duties and statutory levies. The break-up of all applicable taxes duties and statutory levies have to be clearly indicated in price bid. Any deviation will liable for summarily rejection of the tender.
- iv. PAN & GST No. and copies of the same.
- v. Detailed documents covering general factors, security features, process to cover the scope of supply, time required for customization of system as per BVFCL's requirements and any other relevant technical details.
- vi. Any other required documents as spelt out in the tender documents.

- 2) "**Price Bid**" shall contain item wise Prices as per format of schedule for rates given at Annexure-C. All rates should be firm and inclusive of all current taxes, duties and statutory levies. The break-up of all applicable taxes duties and statutory levies have to be clearly indicated in price bid.

Techno Commercial bids will be opened on the due date of opening. If required by BVFCL, the Bidder shall send their authorized & competent representative to take part in the discussions on the Technical & Commercial Terms as & when called for. During the discussions, the representative should be able to take immediate decision on all the matters pertaining to the bid. The representative of the Bidder must submit the authorization letter for taking part in the discussions.

BVFCL reserves the rights to accept or reject any bid in whole or in part accept other than lowest bid without assigning any reason thereof.

BVFCL may not consider any bid, which is incomplete or not submitted in accordance with the provisions, set forth in the bid documents as incomplete and may reject the same or waive any deficiencies in any or all the bids.

Terms & Conditions:-**Contract Period**

The contract between BVFCL and vendor shall be valid for a period of two years from the date of the acceptance of the work order by the party. The same may be renewed for further period of one year on same terms & conditions/rates, if the service provided are satisfactory. Maintenance and modification of the system after the deployment will be the part of the contract.

Implementation Period

The complete implementation will be done within one month from the date of work order. If the implementation of services is not completed by one month, the order will be cancelled and all the payments terms from BVFCL, shall stand abrogated.

Service & Support

Vendor shall provide 24 x 7x 365 service. They will have to come to BVFCL for support if the problem demands. Modification of the software and training to the users as per the requirement of BVFCL will be the part of the contract.

Maintenance

Complete maintenance of system shall be sole responsibility of the vendor.

Payment Terms

100% payment shall be made by BVFCL within 30 days of submission of bills along with activity completion certificate.

Upgradation and follow of latest guidelines:-

Any up gradation in technology shall be made available to BVFCL without any additional cost. The system should be complied with latest CVC guidelines and IT acts.

Service Requirement:-

The system required for implementation of services shall be sole responsibility of the bidder.

Security Deposit cum Performance Bank Guarantee:

- a. Security Deposit cum Performance Bank Guarantee will be @ 3% of the Work Order value is to be paid by successful Bidder for proper and timely fulfillment of the contract
- b. The successful Bidder will deposit Security Deposit in the form of Performance Bank Guarantee as per specified proforma (to be enclosed with Work Order) from any one of the scheduled nationalized banks.
- c. The same should reach BVFCL within a period of one month from the date of issue of Work Order.
- d. The Security Deposit is to be valid for a claim period of six months beyond the validity of the Work Order. If the validity of the Work Order terms and conditions are extended, then the validity of the Security Deposit is also to be extended by the successful Bidder accordingly, otherwise the SD-cum-PBG will be invoked.
- e. The Security Deposit will not bear any interest.

Completion Time:

Time is the essence of this contract and time schedule shall be strictly adhered to. The entire work as per the Contract will have to be completed within 15 days from the Date of issue of acceptance letter. The party will be responsible for progress of work on progressive basis from the date of issue of acceptance letter.

Penalty for Delay:

If the job is not completed by the stipulated time frame of 15th Days then 1% of the Work Order value (subject to a maximum of 10%) shall be deducted for each day delay starting from the 16th day. BVFCL reserves the right to cancel the Work Order immediately if the performance is not found satisfactory or if the party is unable to complete the job within the stipulated time frame.

Proforma for Quotation:

No separate tender paper will be issued for this purpose. However the contractor is to submit their offer strictly as per the following proforma.

- a. Brief Company Profile.
- b. Contact details with phone No. and e-mail id.
- c. Photocopies of credentials in support of successful execution of similar jobs in recent past.
- d. Bidder's Scope of Work.
- e. BVFCL's Scope of Work.
- f. Time Schedule for completion of the job.
- g. Fees Structure with break up.
- h. Declaration for acceptance of all the terms and conditions of the NIT.

General Directions, Terms and Conditions:

- a. The work is subject to inspection at all times by BVFCL and the Contractor shall have to carry out the work to the entire satisfaction of BVFCL.
- b. Sub-Contracting of the job will not be allowed without prior permission of BVFCL.
- c. Statutory deduction on account of Income Tax and other taxes shall be made at the prevailing rates, at the time of release of payment to the party. The party needs to submit PAN and GST Registration No.
- d. The party shall quote the Taxes and Duties separately.
- e. The rates quoted will be firm during the entire execution/ completion period and will not be subjected to escalation irrespective of any increase in the market rates of what so ever kind.
- f. Tenders submitted by tenderer who resorts to canvassing will be rejected.
- g. All the pages of the offer are to be signed by the authorized representative of tenderer.
- h. The tenderer shall quote single rate against each item and not multiple rates. Any tender with the multiple rates quoted will be summarily rejected.
- i. While quoting the rates, any type of cutting, overwriting, erasing, using of fluid, pasting of sheets is not allowed. Rates should be quoted in figures and words.
- j. Tenders that do not fulfill any of the conditions laid down in the Tender Documents or are incomplete in any respect may not be considered.
- k. Tenders that contain uncalled for remarks may be rejected.
- l. The company reserves the right to accept the lowest or any other tender in part or in full or award parallel contracts or reject all or any of the tender without assigning any reasons.
- m. The tenderer have to declare whether they are having any relations whether by blood or otherwise with any of the employees of the BVFCL.
- n. The contractor shall at all times indemnify the owner against any claim which may be made under the Workmen Compensation Act or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.
- o. The Contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out of and in course of Contractor's employment.
- p. Wages shall be paid by the Contractor to the workmen regularly and he has to ensure payment of minimum wages fixed by the government from time to time.
- q. The contractor may employ such employees/ labourers as he may think fit and the employees so employed will be employees of contractor for all purposes 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 may be in force from time to time regarding the employment or conditions of service of the employee. If under any circumstances whatsoever, BVFCL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payments on that account, the same shall be reimbursed by the contractor to BVFCL.

Force Majeure

The terms and conditions agreed upon by the Bidder shall be subject to Force Majeure. Neither the executing party nor BVFCL shall be considered in default in the performance of its obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or ordinance or order of any Government or any sub-division thereof, or authority or representative of any such Government or because of any act of god. The party so affected shall give a notice of such occurrence to the other party in writing within 10 days from the date of occurrence the force majeure condition, furnishing therewith documentary evidence supporting the invoking of the force majeure. On cessation of force majeure the party invoking force majeure shall inform the other party of the period for which force majeure condition continued and shall also give documentary evidence thereof to this effect. Should one or both parties be prevented from fulfilling their contractual obligation by a state of force majeure lasting continuously for a period of 30 (Thirty) days, both the parties shall meet and decide about the future course of action for implementation of the project.

Arbitration:

- a. Except otherwise provided in this Contract, all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto, touching the construction, meaning or operation or effect of the Work Order or out of matters related to the Work Order or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred to the Arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996.
- b. The Arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the Rules made there under.
- c. Model clauses of International Centre of Alternate Dispute Resolution (ICADR), New Delhi may be followed for mediation/conciliation/ arbitration.
- d. Both Parties shall continue to fulfill their respective obligations under this Work Order during the arbitration proceedings.
- e. The award of the arbitration shall be final, conclusive and binding on all parties to the contract.
- f. The venue of arbitration shall be New Delhi, India or any other place mutually agreed.

Submission of Offer:

- a. The Bidders is to submit their offer for the entire scope of job with item wise breakup in a sealed envelope super scribing it as **"Engagement of Service Provider for E-procurement / E-Sale Solution"** and NIT No. with date.
- b. Photocopies of documentary evidence in support of past experience etc. are to be enclosed.
- c. The bids complete in all respect indicating the value of the work with all break-up as per the scope of work and confirming acceptance of the terms and conditions as stipulated above must reach the office of the office of Dy. Manager (Computer), Brahmaputra Valley Fertilizer Corporation Limited, NAMRUP (ASSAM) on or before the specified date & time.
- d. Bids can be submitted by Registered Post / through Courier Service / by hand.
- e. BVFCL will neither accept those bids which reach late nor will it be responsible for that.

- f. The bids will be opened as per the date and time specified above. The Bidders may depute their representative accordingly.

B.Bhagowati
Dy. Manager (Computer)
BVFCL, Namrup

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

Annexure C:**Table A:**

| Sl.No | Particulars (A) | No. of events per year (B) | Rate (C) | Price (D= B X C) | Taxes (E) | Total (in Rs.) (F = D + E) |
|--------------------|---|-------------------------------------|-------------|---------------------|--------------|-------------------------------|
| 1 | Tender | 82 | | | | |
| 2 | Reverse Auction | 72 | | | | |
| 3 | Digital Signature (Class 3) with signing & encryption (with two years validity) | 20 | | | | |
| Grand Total | | | | | | |

Costs should be indicated clearly.

Note:

- 1) No. of events mentioned in the tables are for evaluation purpose only. However payment will be made on actual no. of jobs completed and Digital Signatures procured.
- 2) Bidders must quote their rates on the respective fields of the above tables. No deviations are allowed.
- 3) The bidders must not charge any other from BVFCL or from the vendors other than their quoted rates as mentioned in the above tables.
- 4) Maintenance & modification of the system, and training to BVFCL staff as per the requirement will be the part of the contract.
- 5) The evaluation will be based on Grand Total.

(Signature of Bidder with SEAL)

Place: _____

Date: _____

Annexure- D**Declaration Form****"Engagement of Service Provider for E-procurement / E-Sale Solution."**

| | |
|--|--------|
| 1. Tender to confirm that they have quoted all items as per Annexure 'C' | |
| 2. If a Tenderer has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender, failing which, BVFCL shall reserve the right to reject the Tender or rescind the Contract. | YES/NO |
| (If Yes, give the following details) | |
| Name and Designation of the Employee | |
| Place of Posting | |
| Relation with the Employee | |
| 3. Tenderer to confirm that they, their associates or their sister concern etc. have not been blacklisted by any institutional agency / Govt. Deptt. / Public Sector Undertakings in the last two years. | |
| 4. P.F. Registration No of the Contractor (along with Documentary proof thereof) | |
| 5. PAN No of the Contractor (along with Documentary Proof thereof. | |

(Signature of Bidder with SEAL)

Place: _____

Date: _____

Annexure- E

Undertaking
"Engagement of Service Provider for E-procurement / E-Sale Solution."

To,

Dy. Manager (Computer)
Brahmaputra Valley Fertilizer Ltd. , Namrup
P.O. – Parbatpur, Dist. – Dibrugarh
ASSAM, PIN - 786623

Ref. No:

dated

Subject: "Engagement of Service Provider for E-procurement / E-Sale Solution."

Dear Sir,

I/We_____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of "Implementation of E-procurement / E-Sale Solution" at the rates quoted in the attached Schedule of Rates **(Annexure-C)** of Tender Documents.

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

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

Thanking you,

Yours faithfully; -

For M/ s_____

(Signature of Bidder with SEAL)

Address:_____

Annexure -'F'**AGREEMENT**

Agreement for **Engagement of Service Provider for E-procurement / E-Sale Solution**,
 Namrup, P.O. – Parbatpur, Dist. - Dibrugarh, Assam

This agreement made on this _____ day of _____
 between BRAHMAPUTRA VALLEY FERTILIZERS CORPORATION LIMITED, a Government of India
 Undertaking a Company incorporated under the provisions of Company's Act, 1956 and having its
 Registered and Corporate offices at **Namrup, Post: Parbatpur, Dist: Dibrugarh, State:
 Assam. Pin -786 623.** hereinafter called **BVFCL**, which expression shall unless repugnant to
 the context or contrary to the meaning thereof include its successors and permitted assigns of
 the ONE PART and

_____ having its office at _____
 hereinafter called the '**Supplier**' which expression shall unless repugnant to context or contrary
 to the meaning thereof include its successors and permitted assigns of the OTHER PART.

AND WHEREAS vide NIT No. _____ dated _____, BVFCL desires of
 execution of above stated work for its plants/offices.

AND WHEREAS..... vide its tender no. dated have
 agreed to execute the same and is fully aware of BVFCL's requirement for fulfilling their
 obligation under this contract.

AND WHEREAS BVFCL awarded job of **Engagement of Service Provider for E-procurement
 / E-Sale Solution**, to M/s _____ vide Work
 Order No. BVFCL/
 _____ dated _____ at value and as per terms & conditions of
 the contract & NIT.

AND WHEREAS the Supplier having agreed with BVFCL for performance of the work stated
 above, BVFCL accepted the tender of M/s _____ for the
 provision and execution of the said work at the rates stated in the Work Order and as per terms
 & conditions contained in the Contract mentioned therein.

Now this deed of Agreement Witnesseth and it is hereby agreed and declared as follow:

1. The supplier does hereby covenant with the BVFCL that the Supplier will duly, provide install, test the said work on or before the dates mentioned in the said Tender and all other Acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the successful completion of the said work and in the manner and subject to the terms, conditions or stipulation mentioned in the contract.
2. The Supplier shall execute the work with promptness, care and accuracy in a workman like manner to the satisfaction of BVFCL and complete the same in all respects in accordance with the terms & conditions of the contract.
3. It is agreed between the BVFCL and the Supplier that the time is the 'essence of the contract' and further agreed that the contract will be completed as per terms & conditions of the Contract.
4. All work, executed or during execution, in pursuance of this contract shall at all times be upon to inspection and supervision of the BVFCL. The compliance of observations/improvement as suggested by Inspecting Office of BVFCL shall be mandatory on the part of the contractor.
5. The Supplier shall duly perform the said work in the manner aforesaid and observe the

terms and conditions specified herein the contract. BVFCL shall pay to the Supplier the respective amount due for the works successfully executed by him as per the agreed schedule and such other sum as may become payable to the Supplier under the provisions of the Contract.

6. In consideration of the due provision, execution and completion of the said works, the Supplier does hereby agree to pay to the BVFCL and accept the provisions of the same as may be due to the BVFCL for the services as provided in the agreement.
7. In consideration of the due provision, execution and completion of the said works, the Supplier does hereby agree to pay to the BVFCL and accept the provisions of the same as may be due to the BVFCL for the services, if any, rendered to the supplier and for such other sums as may become payable to the BVFCL towards loss, damage to the equipment, materials, plant and machinery and liquidated damages, if any, as set forth in the said conditions of the contract such payment to be made at such time in such manner as provided in the Agreement.
8. The Supplier shall not assign or transfer the contract, benefits etc. to any other person except with the prior approval of the Owner.
9. **Arbitration**

Any disputes or differences whatsoever arising between the parties and or relating to the construction, interpretation, application, meaning, scope, operation, or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Conciliation & Arbitration of **ICADR** and the award made in pursuance thereof shall be final and binding on both the parties.

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 Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI PLR or actual interest rate paid by the owner (BVFCL), whichever is lower, prevailing on the date of award of contract.

10. In the event of assignment approved by Owner and occurrence of any loss or injury thereafter and work is not executed as per the satisfaction and specifications mentioned in the Work Order and NIT, the Supplier shall be liable to duly compensate the Owner M/s Brahmaputra Valley Fertilizers Corporation Limited in this regard.
11. The documents as listed in the Work Order vide No. _____ dated _____ shall be deemed to form and to be construed as part of this Agreement.

In the presence of Witness
(Signature & Addresses)

Signed & delivered on behalf of

.....
(Signature)
Name:
Address:.....

For M/s _____

Name:
Address:.....

.....
(Signature)
Name:
Address:.....

For Brahmaputra Valley Fertilizer Corporation Ltd.
Namrup

Name:
Address:.....

ANNEXURE – G**BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE BOND**

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

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

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

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

Signed on the _____ day of _____.

For the Bank

Witness

Signature
Name (s) & Designation (s)
Name And address

Annexure - H**Bidders Information**

| Details of the Bidder | | |
|---|---|-------|
| 1 | Name of the Bidder (Prime) | |
| 2 | Address of the Bidder | |
| 3 | Status of the Company (Public Ltd/ Pvt. Ltd) | |
| 4 | Details of Incorporation of the Company. | |
| | | Date: |
| | | Ref# |
| 6 | PF registration no. | |
| 7 | GST registration no. | |
| 8 | Permanent Account Number (PAN) | |
| 9 | Name & Designation of the contact person to whom all references shall be made regarding this tender | |
| 10 | Telephone No. (with STD Code) | |
| 11 | E-Mail of the contact person: | |
| 12 | Fax No. (with STD Code) | |
| 13 | Website | |
| Financial Details (as per audited Balance Sheets) (in Cr) | | |
| 14 | Year | |
| 15 | Net worth | |
| 16 | Turn Over | |
| 17 | PAT Please mention Turnover for 2018-19 | |

Signature: _____

Name: _____ - Designation: _____

Date: _____, Place _____

Annexure -I

Declaration for Acceptance of Tender Terms and Conditions

To

DY. MANAGER (COMPUTER)
BVFCL, Namrup,
PO - Parbatpur. Pin: – 786623
Dist - Dibrugarh., Assam.

Sir,

Subject: Tender No. _____ dated _____ for “Engagement of Service Provider for E-procurement / E-Sale Solution.”

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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

To
DY. MANAGER (COMPUTER)
BVFCL, Namrup,
PO - Parbatpur. Pin: – 786623
Dist - Dibrugarh., Assam.

Sir,

Subject: Tender No. _____ dated _____ for "Engagement of Service Provider for E-procurement / E-Sale Solution."

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

Or

I declare the following

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

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

Yours faithfully,

(Signature of
the Bidder)
Printed Name
Designation
Seal

Date:

Business Address:

Annexure -K**Client Details**

Subject: Tender No. _____ dated _____ for "Engagement of Service Provider for E-procurement / E-Sale Solution."

Details the client details wherever available:

| S. No. | Name of Organization | Period of Contract |
|---------------|-----------------------------|---------------------------|
| | | |
| | | |
| | | |

Signature: _____

Name: _____ - Designation: _____

Date: _____, Place _____

**CHECK POINTS TO ACHIEVE SECURITY CONSIDERATIONS
IN E-PROCUREMENT SOLUTIONS**

| S.N. | SECURITY CONSIDERATIONS | Please Tick | |
|------|--|-------------|----|
| | | Yes | No |
| 1. | Whether the application is secure from making any temporary distortion in the electronic posting of tender notice, just to mislead certain vendors? | Yes | No |
| 2. | If yes at 2 above, then whether any automatic systems alert is provided in the form of daily exception report in the application in this regard? | Yes | No |
| 3. | Whether application ensures that the tender documents issued to / downloaded by bidders are complete in shape as per the approved tender documents including all its corrigendum? | Yes | No |
| 4. | Is there any check available in the application to detect & alert about the missing pages to the tenderer, if any? | Yes | No |
| 5. | Whether application ensures that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who had already purchased / downloaded the bid documents well ahead of the due date & before uploading the corrigendum? | Yes | No |
| 6. | Whether system is safe from sending discriminatory communication to different bidders about the same e-tendering process? | Yes | No |
| 7. | Whether e-procurement solution has also been customised to process all type of tenders viz Limited / Open / Global Tenders? | Yes | No |
| 8. | Whether online Public Tender opening events feature are available in the application? | Yes | No |
| 9. | Whether facilities for evaluation / loading of bids, strictly in terms of criteria laid down in bid documents are available in the application? | Yes | No |
| 10. | Whether sufficient safeguards have been provided in the application to deal with failed attempt blocking? | Yes | No |
| 11. | Whether application is safe from submission of fake bids? | Yes | No |
| 12. | Whether encryptions of bids are done at clients end? | Yes | No |
| 13. | Whether safety against tampering and stealing information of submitted bid, during storage before its opening, is ensured? | Yes | No |
| 14. | Whether application is safe from siphoning off and decrypting the clandestine copy of a bid encrypted with Public key of tender opening officer? | Yes | No |
| 15. | Whether application is safe from mutilation / sabotage or otherwise rendering the encrypted bid in the e-tender box during storage, to make it unreadable / invalid in any form, before opening of the bids? | Yes | No |

Annexure -L

| | | | |
|-----|---|-----|----|
| 16. | Whether introduction of special characters / executable files etc by users are restricted in the application? | Yes | No |
| 17. | Whether validity check of DSC is being done at server end? | Yes | No |
| 18. | Whether system supports the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database? | Yes | No |
| 19. | Whether sufficient security features are provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc? | Yes | No |
| 20. | Whether audit trails are being captured in the application on media not prone to tampering, such as optical write once? | Yes | No |
| 21. | Whether log shipping feature is available, where a separate dedicated server receives the logs from the application over a web service in real time? | Yes | No |
| 22. | Whether integrity and non-tampering is ensured in maintaining the server clock synchronisation & time stamping? | Yes | No |
| 23. | Whether application generates any exception report / system alerts etc to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated? | Yes | No |
| 24. | Whether application ensures that the quotes from various bidders with their name are not being displayed to any one including to the Organisation during carrying out of the e-reverse auctioning process? | Yes | No |
| 25. | Whether application is fit for usage complying with the requirements of tender processing viz Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders. | Yes | No |
| 26. | Whether any comprehensive third party audit (as per statutory requirement and also as per the requirements of e-tender processing (compliance to IT Act 2000)) was got conducted before first putting it to public use? | Yes | No |
| 27. | Whether application complies with the Commission's Guidelines dated 17.09.2009 on Security considerations for e-procurement Systems. | Yes | No |

Annexure-M**Eligibility Criteria Checklist:****Name of the Bidder:**

| Sl. No. | | |
|---------|---|--|
| 1 | The bidder should be an Indian Registered Firm with an average minimum annual turnover of Rs. 30 Lakhs from IT and ITES business for any two of the last three accounting years between 2018-2021. Bidder should submit audited Balance Sheet & Profit Loss Statement from the year 2018-2021. | |
| 2 | Firms should have valid GST and PF registration Certificate are eligible to apply. | |
| 3 | The applicant should have at least five year experience in similar job like e-tendering, reverse auction, forward auction etc. with similar security mechanism with Govt. Deptt. /PSUs. Proof of experience such as order copies, work completion certificates should be enclosed with the bid. | |
| 4 | Bidder should provide reference of at least 3 successfully completed or ongoing projects of which at least 2 should be of Govt. Departments/ PSUs. | |
| 5 | Bidders should possess a valid ISO 27001:2013 Information Security certificate or ISO 9001:2015 Quality Management systems certificate, or both. Certificate to be attached. | |
| 6 | The bidder shall not have been black listed by any State or Central Government in India or abroad & they should submit a written undertaking for the same in the format as annexed (Annexure J). | |
| 7 | The bidder should have system compliance certificate from Standard Testing & Quality Certification (STQC), Directorate Laboratories. | |

Annexure - N**BID SECURITY DECLARATION FORM**

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

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

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

Seal:

Date:

End of the document