

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED  
(A GOVT. OF INDIA UNDERTAKING)  
NAMRUP



P.O. Parbatpur – 786 623  
Dist. Dibrugarh (Assam), India.  
CIN No: U24123AS2002GOI006786  
GST No: 18AABCB9399R12K

e-mail: [ts@bvfc.co.in](mailto:ts@bvfc.co.in) , [www.bvfc.co.in](http://www.bvfc.co.in)

**ONLINE NOTICE INVITING TENDER**

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP (ASSAM), INVITES ONLINE BIDS FOR THE FOLLOWING:

The brief of the NIT is hereunder:

- |     |                                |   |
|-----|--------------------------------|---|
| 1.0 | NIT No. with date of issue     | : NAM/TS/03(02)SSP/118 dated 01/05/2022   |
| 2.0 | Type of Bid                    | : ONLINE TWO STAGE BIDDING SYSTEM through <a href="https://etenders.gov.in">https://etenders.gov.in</a> |
| 3.0 | Time Frame                     | : As detailed in NIT  |
| 4.0 | Last Date of submission of Bid | : 3.00 PM of 23/05/2022   |
| 5.0 | Date & Time of Bid Opening     | : 3.30 PM of 23/05/2022   |
| 6.0 | Earnest Money                  | : Rs. 5000/-  |

Sub: Engagement of a Consultancy Company for preparation of Detailed Project Report (DPR) for the proposed Single Super Phosphate (SSP) and Granulated Single Super Phosphate (GSSP) manufacturing unit within the existing industrial premises of BVFCL Namrup.

1. **Note: Procedure for Submission of Tender:** Online bids shall be submitted through eprocurement portal <https://etenders.gov.in/>. For obtaining detailed online tender documents and for participation in online tender, parties are requested to visit BVFCL website: [https:// etenders.gov.in](https://etenders.gov.in) & [www.bvfc.co.in](http://www.bvfc.co.in). Further Corrigendum if any, to the tender will be hosted in the above websites only.

Confirmation of furnishing Tender Documents cost of Rs. 500.00 down loaded from <https://etenders.gov.in> while submitting the same otherwise the same shall not be considered.

Yours faithfully,

HoD(TS), BVFCL

NB: 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 the responsible to inform the matter to vigilance office, BVFCL, Namrup, P. O. Parbatpur, Dist. Dibrugarh, Assam PIN; 786623.



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED**  
**NAMRUP**

P.O. – PARBATPUR, DIST. – DIBRUGARH ASSAM 786623.

**INVITATION TO BID**

**FOR**

**Engagement of a Consultancy Company for preparation of Detailed Project Report (DPR) for the proposed Single Super Phosphate (SSP) and Granulated Single Super Phosphate (GSSP) manufacturing unit within the existing industrial premises of BVFCL Namrup.**

**NIT NO.**

NAM/TS/03(02)SSP/118 dated 07/05/2022

Phone: 91-0374-2500240

FAX: 91-0374-2500317

Website: <http://bvfc.com>



TENDER DOCUMENT

FOR

**Engagement of a Consultancy Company for preparation of Detailed Project Report (DPR) for the proposed Single Super Phosphate (SSP) and Granulated Single Super Phosphate (GSSP) manufacturing unit within the existing industrial premises of BVFCL Namrup.**

Brahmaputra Valley Fertilizer Corporation Limited, Namrup Complex was originally comprised of three separate units viz. Namrup-I, Namrup-II and Namrup-III. Commercial production of fertilizers started in this unit with the commissioning of Namrup-I group of plants on 01.01.1969. This group of plants comprised of Ammonia, Urea, Sulphuric Acid and Ammonium Sulphate Plant, besides Utility Plants. All these plants gradually became obsolete and were disposed of in phases in due course. The Namrup-II and Namrup-III group of plants are having only ammonia and urea plants, having no other chemical fertilizers or chemical products. However, most of the other present day major fertilizer CPSUs are having a number of other products like NPK, DAP etc. in addition to Urea.

In view of the above, production of other fertilizers, chemicals and agro products was found to be essential to ensure the survival of the Company. Accordingly, feasibility of establishing a Single Super Phosphate Plant within the existing BVFCL factory premises has been contemplated to add to the source of revenue generation, at the earliest.

Online offers in "TWO BID System" are invited from experienced Consultancy Companies for the purpose of executing the above job as detailed below.

**1.0 SCOPE OF WORK FOR THE CONSULTANCY COMPANY:**

- 1.1 Consultancy Company shall prepare a Detailed Project Report (DPR) of the proposed Single Super Phosphate (SSP) manufacturing Project of about 1.20 LMT per annum capacity with about 70% of SSP powder to be used for manufacturing Granulated SSP. The Consultancy Company shall provide detailed financial analysis of investment & return.
- 1.2 The bidder, before submitting its bid, shall acquaint itself and shall be deemed to have undertaken a thorough study of the proposed work, the job site(s) involved, equipment availability, transport and communications facilities, and all other factors and facilities necessary or relevant for the preparation of the bid for the performance of the Work including supply of materials and/or labour (wherever applicable). No increase in price or other changes to its bid shall be accepted by the Company due to the bidder's lack of information about the Work, site, availability of facilities, etc.
- 1.3 The information given in this enquiry and the plans and drawings forming part thereof are merely intended as general information without undertaking on the part of the Owner as to their accuracy and without obligations relative



thereto upon the Owner. The bidders shall conduct their own survey and investigation prior to submitting its bid.

- 1.4 The Detailed Project Report (DPR) is required to have the following information but not limited to these:
- 1.4.1 Executive Summary
  - 1.4.2 Background – Existing facilities available and proposed new project.
  - 1.4.3 Plant Logistics – Infrastructures available and usability for the project.
  - 1.4.4 Plant and Facilities to be installed and existing facilities to be interconnected.
  - 1.4.5 Plant Performance to be achieved in the Project and Consumption Norms.
  - 1.4.6 Project Scope & Description – Details of equipments and facilities to be installed for the project.
  - 1.4.7 Market Analysis for SSP in Eastern and North Eastern region.
  - 1.4.8 Design basis, Codes & Standards details
  - 1.4.9 Raw Material and Utilities – Source/availability of raw materials in the region, Chemicals required for the project etc.
  - 1.4.10 Project Implementation Plan and Time Frame.
  - 1.4.11 Manpower requirement
  - 1.4.12 Project Capital Cost & Financing
  - 1.4.13 Cost of Production
  - 1.4.14 Financial Analysis – Cash Flow Statement, Projected Balance Sheet, IRR, Pay Back Period, Break-even point etc. Applicability of NBS and trend.
  - 1.4.15 Equipments Data Sheet.
  - 1.4.16 Drawings/Diagrams for Raw Material & Utility Balance, Time Schedule/Bar Chart, Location etc.
- 1.5 The Consultancy Company shall provide the Scope of Work for LSTK/EPC Consultancy Company of this project, which is to be appointed by BVFCL to establish the project in all respect after the preparation of the DPR and receipt of all permissions and shall provide a guarantee period of 12 months for full load running after hand over of the plant. Prior to that, the Consultant shall operate the plant at 100% load for three months during commissioning and hand over the operation and maintenance to BVFCL. With the completion of the warranty period of 12 months, BVFCL may enter into AMC with concerned supplier/parties as deemed fit.



- 1.6 The Consultancy Company shall propose a suitable location of the proposed project alongwith a layout plan within the existing industrial premises of BVFCL and prepare all the drawings, designs etc. for establishing the new plant as per mutual agreement with BVFCL in the designated location.
- 1.7 The Consultancy Company shall provide in DPR, all the technical calculations and consumption norms for all the inputs.
- 1.8 The Consultancy Company shall prepare all the financial analysis including break-even point, IRR, profitability, cash flow statement etc. for the selected capacity of the plant.
- 1.9 All travelling expenditure including local travel for the Consultancy Company and its personnel is to be included in lumpsum rate itself.
- 1.10 All jobs shall be executed by the Consultancy Company in mutually agreeable terms and conditions with BVFCL.
- 1.11 The Consultancy Company shall ensure that all applicable safety precautions, use of PPE items by their personnel and strict adherence of all applicable rules/laws during site visit.
- 1.12 The entire job is to be completed within the specified time frame and any delay in the part of Consultancy Company may invite penalty charges.

## **2.0 SCOPE OF WORK FOR BVFCL:**

- 2.1 All relevant drawings/Plot Plan of the premises shall be shared with the selected Consultancy Company.
- 2.2 Site visit shall be allowed by BVFCL.
- 2.3 Food, lodging and local transport arrangement shall be provided to the Consultancy Company and its personnel at the BVFCL Guest House free of cost during the site visit. Pick-up and drop facility will be provided from the Dibrugarh Airport/Rail Station for the team of Consultancy Company for site visit.
- 2.4 For the purpose of preparation of the DPR, all relevant clarifications shall be provided by BVFCL at the earliest along with supporting document is required, if any, for this purpose.

## **3.0 BVFCL's CONTRIBUTION IN THE PROJECT:**

- 3.1 The new plant will be owned and operated by BVFCL and the product will be marketed by BVFCL exclusively in the brand name of Mukta SSP and Mukta Granulated SSP.
- 3.2 The fund required for the new project is expected to be arranged through internal funding and bank loan.
- 3.3 The Company is having about 89 Hectares of Industrial land under its ownership, besides vast area of township. A vacant area near the Bagging Plant of Namrup-III has been earmarked for establishing the plant. The entire



area is under the ownership of the Company and within the boundary wall; so no land acquisition is involved.

- 3.4 About 18,000 Sq. Mtr. of land will be required for this project, including connecting roads etc. Wherever required, BVFCL shall arrange for development of the land to make the same suitable for establishing the new plant.
- 3.5 The tentative plant capacity will be about 1.20 Lakhs MT of SSP, with about 50 to 70% of SSP powder to be converted to Granular SSP.
- 3.6 The Company is already having all the infrastructures and Utility Plants for bulk Urea production. By utilizing those facilities, provision of water and power supply (of about 100 HP) will be extended upto the Battery Limit of the new Plant. Necessary procurement actions for the same shall be done by BVFCL in-house depts.
- 3.7 Some of the facilities like Administrative Building, Weigh Bridge, residential quarters for employees/contractual employees of this plant etc. will be utilized in the new project, after refurbishment, wherever required.
- 3.8 Some of the existing employees and contractual employees of the present plants will be utilized in the new plant and remaining will be recruited/hired, as per requirement.
- 3.9 BVFCL shall provide and arrange water and power supply to the battery limit of the new project free of cost during the entire period of installation and commissioning of the new plant.
- 3.10 Existing Weigh Bridge of 60 MT capacity will be used for the new project along with the railway connectivity facility.
- 3.11 BVFCL shall get the job executed by appointing a LSTK/EPC Consultancy Company through open bidding.
- 3.12 BVFCL is having 30 MW captive Power Generation facilities, which will be used for supplying power to the new Plant.
- 3.13 The fuel for the new plant will be Natural Gas and shall be accommodated within the present allocation of Natural Gas.
- 3.14 Both Sanitary and Process Water requirement for the new plant shall be met by BVFCL from its existing facility and no ground water will be used in the entire plant.
- 3.15 Public Hearing shall be arranged by BVFCL, if required.

#### **4.0 ELIGIBILITY CRITERIA:**

- 4.1 The bidders, in order to become eligible to participate in the bid, need to meet the following eligibility criteria and submit the self-certified



documentary evidences in support thereof; failing which price bid shall not be opened.

#### 4.2 Techno-Commercial Criteria

(a) The bidder should have successfully completed "Similar Works" with performance and completion certificate issued by the concerned party, during the last five years ending last day of previous month in which NIT has been issued.

(b) Definition of "Similar Work" - Similar works means preparation of PFR/DPR/TEFR etc. covering technical and financial viability aspects of projects in Chemicals/ Petro-Chemicals/ Fertilizer/ Petroleum refinery/ Oil & Gas Industries etc.

(c) The bidder shall submit copy of Work Order(s) + Completion Certificate issued by the relevant tenderer in Chemicals/ Petro-Chemicals/ Fertilizers/ Petroleum refinery/ Oil & Gas Industries etc. for at least one of the following:

i) 3 Nos. similar completed Consultancy Company works for each project having capacity not less than 0.80 LMTPA production capacity. (With performance/ completion certificate).

OR

ii) 2 Nos. similar completed Consultancy Company works each project having capacity not less than 1.00 LMTPA production capacity (With performance/ completion certificate)

OR

iii) 1 No. similar completed Consultancy Company work for project of having production capacity of 1.20 LMTPA (With performance/ completion certificate).

(d) Copies of Work order(s) in support of the above with full technical scope of work & commercial details including work order value along with the completion certificate from the concerned organization regarding the satisfactory performance is to be submitted.

(e) The Bidders shall submit a certified copy of Certificate of Registration/ Incorporation of their company.

4.3 Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c for the last three financial years ending on 31.03.2021.

#### 5.0 SUBLETTING OF WORK:

Subletting of job, whole or part, is not permissible except cases where BVFCL is mutually agreed for the same.





## **6.0 PAYMENT TERMS:**

- 6.1 50% of the Work Order value will be released on receipt of Invoice along with 1 (one) hard copy of draft Report of DPR and the remaining 50% will be released after submission of the copies of final DPR to the satisfaction of BVFCL authorities. Draft DPR shall be cleared by BVFCL at the earliest after advising for changes, if any.
- 6.2 Statutory dues, taxes etc, as applicable, will be deducted at source by BVFCL.
- 6.3 Payments shall be effected through electronic transfer only.
- 6.4 No advance payment is admissible.
- 6.5 The validity of this fee shall be 120 (one hundred twenty) days from the closing date of submission of bid.
- 6.6 The rates quoted shall remain firm and fixed till execution and completion of the assignment.

## **7.0 SUBMISSION OF TENDER**

- 7.1 No oral, telephonic, fax, telegraphic or E-mail tenders will be entertained.
- 7.2 For two-stage bidding,
  - (a) The first stage is General Information of bidders and Techno commercial Bid. The Bidder is to complete both the template online.
  - (b) The second stage is Price Bid. The Price Bid template should contain Price strictly as per format.
  - (c) The Price Bid of only those bidders who are found techno commercially acceptable, will be opened online.
  - (d) BVFCL may go for reverse auction, after opening of the Price Bids.
- 7.3 No tender after the specified time and date will be accepted. BVFCL will not be responsible for any network problem/login problem and system failure.

## **8.0 CONTENT OF BID DOCUMENTS:**

### **8.1 Technical Bid:**

- 8.1.1 Complete set of bid document duly filled in as prescribed in different clauses of this enquiry and duly signed by the bidder.
- 8.1.2 List of technical deviations, if any.
- 8.1.3 Any other document/information required in terms of this enquiry or the bidder wishes to submit for strengthening its bid.
- 8.1.4 The DPR study shall be conducted by a team of experienced Technical Experts having in depth experience in Chemicals / Fertilizer Industry etc. The list of the technical experts experience in the relevant field shall be submitted by the bidder along with the bid.





8.1.5 The Bidder shall be submitting the experience in this field by submitting the copy of work order placed on it for PFR/TEFR/DPR etc. by various customers from large chemicals / Fertilizer / Petro Chemical / Petroleum refinery/ Oil & Gas Industries etc.

**8.2 Un-Priced Commercial Bid:**

8.2.1 Commercial terms and conditions of the bid.

8.2.2 List of deviations to the terms and conditions of the enquiry.

8.2.3 Recent Solvency Certificate from a Nationalized/Scheduled Bank for a financial ceiling of Rs. 10 (Ten) lakh issued after 01.04.2021.

8.2.4 The parties should furnish a declaration confirming that none of their close/distant relative(s) is / are working in BVFCL or having business transaction with the Company and in case any such contact, the details should be clearly indicated in the bid.

8.2.5 Latest income tax clearance certificate.

8.2.6 PAN No. allotted by income tax authority.

8.2.7 GST No.

8.2.8 No commercial terms and conditions shall be mentioned in the price bid

**9.0 QUOTATION OF PRICE:**

As detailed, the Bidder should quote the price for job as per the Proforma for Quotation (enclosed as Annexure-I):

9.1 All the taxes, duties etc. are to be mentioned clearly.

9.2 All transportation and local convenience charges may be included in Lumpsum charges.

9.3 BVFCL may go for reverse auction, after opening of the Price Bids.

**10.0 EARNEST MONEY DEPOSIT:**

10.1 Rs.5000 is to be deposited in favour of Brahmaputra Valley Fertilizer Corporation Limited in the form of crossed demand draft payable at Namrup.

10.2 On the award of Contract, EMD may be refunded or converted as Performance Security for performance of the Contract.

10.3 EMD shall be returned to unsuccessful bidders once it is determined that they will not be awarded the contract or immediately after the award of the contract to the successful bidder.

10.4 EMD deposit shall not carry any interest on it.



#### **11.0 PERFORMANCE SECURITY:**

- 11.1 Performance Security @3% of the Work Order value (as per Govt. notification no. F.9/4/2020-PPD dtd. 30<sup>th</sup> Dec. 2021) is to be paid by successful Bidder for proper and timely fulfillment of the contract.
- 11.2 The successful Bidder will deposit Performance Security in the form of Bank Demand Draft or Performance Bank Guarantee as per specified proforma (to be enclosed with Work Order) from any one of the scheduled nationalized banks.
- 11.3 The Performance Security 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 Performance Security is also to be extended by the successful Bidder accordingly, otherwise the PS-cum-PBG will be invoked.
- 11.4 The Performance Security shall be preferably in the form of a Bank Guarantee, on prescribed Proforma enclosed as Annexure-II, issued by the Nationalized Bank in India in favour of the Company.
- 11.5 The Performance Security will not bear any interest.
- 11.6 Micro and Small Enterprises (MSEs) shall be given the benefits as per Govt. Guidelines.

#### **12.0 TIME SCHEDULE:**

The Draft DPR is to be submitted within 30 days from the date of issue of Work Order and site visit is to be arranged by the Consultancy Company within this specified time limit. Final DPR is to be submitted within 7 days of receipt of clearance from BVFCL on the Draft DPR.

If the Consultancy Company requires any extension of time for completing the Work under the Contract, it must apply to BVFCL within seven days from the date of the occurrence of the event on account of which he desires such extensions and BVFCL may, if it thinks such request reasonable, grant such extension of time as it may think necessary without prejudice to mutually agreed damages.

#### **13.0 VALIDITY PERIOD OF BID:**

The bid submitted by the bidder shall remain valid for acceptance for a period of 120 (One hundred and twenty) days from the date of opening of the bid.

#### **14.0 SIGNING OF CONTRACT:**

The Consultancy Company shall be required to execute an Agreement with the Company within 15 (fifteen) days of the receipt of the Work Order for carrying out the work according to the NIT documents and/or as per agreed scope of work and terms and conditions. This Agreement to be executed will be in the prescribed form (enclosed at Annexure-III) on a non-judicial stamp paper. The cost of Stamp paper shall be borne by Consultancy Company.





Though the Agreement shall be signed within 15 (fifteen) days of receipt of Work Order, the effective date of the Contract shall be the date of issue of the Work Order by the Company.

**15.0 PENALTY FOR DELAY:**

In the event of delay by the Consultancy Company in the submission of the 'Final or Draft DPR' beyond agreed time schedule of completion, or within such extended time as may be permitted, Mutually Agreed Damages @ 0.5% (Half percent) of the Lumpsum Value per week (seven days) of delay attributable to the Consultancy Company or part thereof will be levied on the Consultancy Company subject to a maximum of 5% (Five percent) of the Lumpsum Value and the Company will deduct said damages from the Fee payable to the Consultancy Company.

**16.0 PROFORMA FOR QUOTATION:**

The contractor is to submit their offer strictly as per the following proforma.

16.1 Brief Company Profile

16.2 Contact details with phone No. and e-mail id:

16.3 Photocopies of the credentials in support of past experience.

16.4 Fees Structure and GST as per Price Schedule proforma in Annexure-I

16.5 Financial Details of the company including balance sheet for the last 3 years, PAN, TAN, GST no.

16.6 Declaration for acceptance of all the terms and conditions of the NIT.

**17.0 GENERAL DIRECTIONS, TERMS AND CONDITIONS:**

17.1 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.

17.2 The party shall quote the Taxes and Duties separately.

17.3 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.

17.4 Tenders submitted by Bidder who resorts to canvassing will be rejected.

17.5 All the pages of the offer are to be signed by the authorized representative of Bidder.

17.6 The Bidder shall quote single rate against each item and not multiple rates. Any tender with the multiple rates quoted will be summarily rejected.

17.7 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.

17.8 Tenders that contain uncalled for remarks may be rejected.





- 17.9 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.
- 17.10 The Bidder have to declare whether they are having any relations whether by blood or otherwise with any of the employees of the BVFCL.
- 17.11 An affidavit on Non-judicial stamp paper duly attested by Notary stating:
- 17.11.1 That party/their associates/sister concerns etc. have not been black listed or put on holiday by any Industrial Agency/Govt. Dept. For participating in the tender.
- 17.11.2 No other firm/sister concerns/associates belonging to the same group is participating/ submitting the tender for the job.

**18.0 SUBMISSION OF OFFER:**

- 18.1 Signed and scanned Techno Commercial bid and Price bid may be submitted through online mode only. No hard copies required to be submitted.
- 18.2 Photocopies of documentary evidence in support of past experience etc. are to be enclosed.
- 18.3 The bids will be opened as per the date and time specified
- 18.4 This NIT can also be viewed and downloaded in BVFCL's Company website [www.bvfcl.com](http://www.bvfcl.com) and Central Public Procurement Portal.

**19.0 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.

**20.0 ARBITRATION:**

- 20.1 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.

- 20.2 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.
- 20.3 Model clauses of International Centre of Alternate Dispute Resolution (ICADR), New Delhi may be followed for mediation/conciliation/ arbitration.
- 20.4 Both Parties shall continue to fulfill their respective obligations under this Work Order during the arbitration proceedings.
- 20.5 The award of the arbitration shall be final, conclusive and binding on all parties to the contract.
- 20.6 The venue of arbitration shall be New Delhi, India or any other place mutually agreed.

**21.0 CLARIFICATION:**

For any clarification regarding the above work, bidders may contact through FAX message (FAX No.0374-2500317) or e-mail (e-mail id: [ssarkar@bvfc.co.in](mailto:ssarkar@bvfc.co.in) and [ts@bvfc.co.in](mailto:ts@bvfc.co.in) or telephonically contact Ms Gayatree Das, PM (TS) +917002111673/ S Sarkar, +919954487889.

For and on behalf of BVFCL Namrup

Head of the Dept.  
Technical Services Dept.

**List of Annexures:**

- 1. Annexure-I : Proforma for price Bid
- 2. Annexure-II : Proforma for Bank Guarantee for Performance Security
- 3. Annexure-III : Proforma for signing of Agreement

## Proforma for Price Bid

**(Price should not be quoted here and price to be quoted online only or else bid will not be considered )**

Sl. No.	Item	Quoted Value (Rs.)
1	Lumpsum value for Preparation of DPR for SSP Project	<b>Quote online on the BOQ</b>
2	Add applicable taxes including GST	<b>Quote online on the BOQ</b>
3	Total lumpsum quoted value	<b>Quote online on the BOQ</b>



## BANK GUARANTEE TOWARDS PERFORMANCE SECURITY AND PERFORMANCE BOND

In consideration of M/s Brahmaputra Valley Fertilizer Corporation Limited, [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 performance 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 to 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 the 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 thereunder, 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, BVFCL 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





Format for Signing of Agreement  
(On stamp paper)

THIS AGREEMENT is made on the..... day of ..... 2022 between Brahmaputra Valley Fertilizer Corporation Limited, Namrup, having its Registered Office at Namrup (Assam) hereinafter called "The Company" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part.

AND

..... a company registered under the Company Act 1956, having its registered office at ..... hereinafter called the "Consultancy Company" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in interest) of the other part.

WHEREAS The Company is desirous of having services by the Consultancy Company for the job of *Preparation of DPR for SSP Project* and have accepted a tender by the Consultancy Company as stated above.

Now this Agreement Witnesseth as follows:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the general conditions of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.
  - i. The tender document and letter of acceptance of the tender.
  - ii. The work order No. .... annexed as annexure..... hereto.
  - iii. All correspondences, by which anything added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by The Company to the Consultancy Company hereby covenants provide testing and certification services for the above mentioned work of The Company as per the Schedule of Works detailed in this tender document for The Company within the period specified for each activity from date of receipt of work order subject to and in compliance with all conditions specified in documents.
4. The consideration payable therefore by The Company to the Consultancy Company shall be the sum of Rupee..... only payable in lumpsum after completion of entire scope of work in the manner prescribed in the said Work Order issued to the Consultancy Company.
5. In witness whereof The Company has caused their common seal to be hereunto affixed and the Consultancy Company has hereunto set its hand and seal the day and year first above written.

Dy. General Manager (TS)  
BVFCL NAMRUP

Authorized Signatory

