

# ब्रह्मपुत्र वैली फर्टिलाइजर कारपोरेशन लिमिटेड

नामरूप

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

NAMRUP, P.O.-PARBATPUR, DIST.-DIBRUGARH, ASSAM, PIN-786623

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e-mail: [info@bvfc.co.in](mailto:info@bvfc.co.in)



## NOTICE INVITING TENDER

- |                                    |   |
|------------------------------------|---|
| 1. NIT No.                         | : F&S/48(Vol-V)/SB/2018/136             |
| 2. DATE OF ISSUE OF NIT            | : 17 <sup>th</sup> December 2018        |
| 3. TYPE OF BID                     | : Two Stage Open Tendering              |
| 4. TIME FRAME                      | : As per NIT document                   |
| 5. LAST DATE OF SUBMISSION OF BIDS | : 31 <sup>st</sup> January 2019 3.00 PM |
| 6. DATE OF OPENING OF BIDS         | : 31 <sup>st</sup> January 2019 3.30 PM |
| 7. EARNEST MONEY DEPOSIT           | : Rs.5000/-                             |

Invitation for Sealed Bids for the following job in Off Line Mode

### **Annual Rate Contract (ARC) for painting/writing of Signboards/Name Plates etc. for a period of one year.**

#### **NOTE:**

- 1.0 All Bids are to be submitted in sealed cover addressed to the DY. GENERAL MANAGER (TS), BVFCL NAMRUP with duly super scribed on the cover – Company Name, Address, Bid. Reference No. and bid closing date & time, mobile number and e-mail id strictly as per terms & conditions and scope specified in the NIT.
- 2.0 The above NIT reference may be quoted on all correspondence and documents.
- 3.0 Bids containing material deviations from/or reservation to the terms & conditions and specifications mentioned on this bid documents will be treated as non-responsive and may not be considered further, if not specifically explained in the NIT document.
- 4.0 Submission of offer based on the terms & conditions of the NIT document will be appreciated to avoid seeking clarification on the offer.
- 5.0 BVFCL NAMRUP reserves the right to assess bidder's capability and capacity to perform the contract and decide accordingly regarding their eligibility.
- 6.0 Any Bid received after due date specified in NIT or after any other date extended and intimated in writing, may be rejected.
- 7.0 FAX Nos., Mobile phone Nos. & e-mail IDs (including alternative e-mail IDs) of the main contact persons and complete postal address of the Bidder for this job is to be given.
- 8.0 BVFCL shall not bear any responsibility for late delivery of any consignment and Bids received late may not be considered, as detailed in the NIT document.

For & On behalf of BVFCL Namrup

(S. Sarkar)  
Dy.GM(TS)

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### Terms & Conditions

Sealed Tenders are invited by Brahmaputra Valley Fertilizer Corporation Limited (BVFCL), Namrup to engage an experienced agency in ***“Annual Rate Contract (ARC) for painting/writing of Signboards/Name Plates etc. for a period of one year”***

#### **1.0 OBJECTIVE:**

**BVFCL NAMRUP** is intended to engage an adequately qualified and experienced agency for **ANNUAL RATE CONTRACT FOR PAINTING/WRITING/DIGITAL IMPRINT OF SIGNBOARD FOR A PERIOD OF ONE YEAR WHICH INCLUDES SUPPLY OF ALL REQUIRED MATERIALS.**

#### **2.0 BROAD SCOPE OF WORK:**

- 2.1 Broad Scope of Work has been detailed in Annexure-IV.
- 2.2 Generally, the job will be allotted to the selected Bidder as per the Scope of Work from time to time and based on actual job done in every month, one Invoice will be raised by the Contractor in each month. Similarly if no job is assigned to the Contractor in a particular month, no Invoice will be raised by the Contractor. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract.
- 2.3 The Work Order shall be effective from the date of its issue or 1<sup>st</sup> April 2019, whichever is later.
- 2.4 Time will be regarded as the essence of the Contract and the failure on the part of the party to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender/contract.
- 2.5 Ordinarily the Work Order will remain valid for a period of one year from the date of issue of the Work Order. However, if the approved amount is exhausted prior to that, additional amount may be approved by the company, as deemed fit, for the remaining period of the Work order and the same will be informed to the Contractor in writing as amendment to the Work Order. The Contractor shall be bound to execute all the relevant jobs as per the same terms and conditions, as specified in the Work Order, for the entire period of validity of the Work Order for one year.
- 2.6 Similarly, if the entire value of the Work Order is not exhausted within the validity period of the Work Order, the Company may extend the validity of the Work Order till the entire amount already approved is exhausted and the Contractor shall be bound to execute all the relevant jobs as per the same terms and conditions, as specified in the Work Order, till the entire amount is exhausted.

#### **3.0 BIDDING DOCUMENTS:**

- 3.1 Bidders are required to be submitted their Bids in two bid system in off line mode only.
- 3.2 The first part will be the techno economic qualification round and price bids of those bidders will be opened in the 2<sup>nd</sup> stage who qualifies in the 1<sup>st</sup> round.
- 3.3 Tender documents can be downloaded from the website free of cost.
- 3.4 The Bidder shall be responsible for all of the costs associated with the preparation of its Bid and its participation/submission in the bidding process. **BVFCL NAMRUP** will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- 3.5 The Bidders of this NIT is expected to examine all instructions, forms, terms and conditions in the bidding documents. The invitation to bid together with all attachments thereto shall be considered to have read, understood and accepted by the Bidder, unless deviations are specifically stated by the Bidder. Failure to furnish all information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect and insufficient number of copies will be at Bidder's risk and may result in rejection of the Bid.
- 3.6 The interested Bidders shall sign this NIT Document on each page and submit as a token of acceptance of all the terms of the assignment after putting company rubber stamp along with their Bids.

**4.0     VALIDITY OF BIDS:**

- 4.1     The submission of any Bid in accordance with the Bid document and specifications shall constitute an agreement that the Bidder shall have no claim/action against *BVFCL NAMRUP* for rejection of the Bid. *BVFCL NAMRUP* shall always be at liberty to reject or accept any Bid at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against *BVFCL NAMRUP*.
- 4.2     The Bid shall be kept unconditionally valid for a period of three (3) calendar months from the due date of submission of Bids.
- 4.3     *BVFCL NAMRUP* may request the bidder to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request will not be permitted to modify his Bid, but will be required to extend the validity of his offer and Bid security suitably as per relevant provisions.

**5.0     AMENDMENT OF BIDDING DOCUMENTS:**

- 5.1     At any time, prior to the deadline for submission of bids, *BVFCL NAMRUP* for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment thereto.
- 5.2     The amendment will be notified in writing or by e-mail/fax or letter to all prospective Bidders, who have received the bidding documents or informed *BVFCL NAMRUP* after downloading the same and will be binding on them.
- 5.3     *BVFCL NAMRUP*, at its discretion, may extend the last date for the submission of bids.

**6.0     DOCUMENTS COMPRISING THE BID:**

- 6.1     The Bidders shall submit their Bids in single cover system, as specified below, duly signed and completed in all respects along with a covering letter indicating clearly any deviations, if any, in the terms and conditions or any new conditions stipulated by it and other enclosures as required.
- 6.2     Documents shall be accepted only in the physical form and not in the electronic media. The Trade Name/Firm Name, under which the job will be conducted, is to be clearly mentioned and for all communications/documents, letter head of the firm name is to be used. The offers would be submitted in a sealed envelope super scribed "Engagement of experience agency in **PAINTING & IMPRINT OF SIGNBOARD in BVFCL Namrup.** containing the following separate sealed clearly identifiable envelopes:

<b>Part-I</b>		<b>Refundable EMD of Rs.5000/- (rupees Five thousand only)</b> in the form of Demand Draft drawn in favour of "Brahmaputra Valley Fertilizer Corporation Limited, Namrup", payable at Namrup or Bank Guarantee, with validity of at least one year, for equivalent amount from a Nationalized Bank/Scheduled Bank, valid for 6 (six) months + 6 (six) months claim period thereafter, shall only be acceptable. EMD may also be accepted in the form of Indemnity Bond in case of PSU/Govt. Departments/Statutory bodies. Registered small scale industries are exempted from paying EMD.
<b>Part-II</b>		Price Bid

- 6.3     **Part-I: Earnest Money Deposit (EMD)**
  - 6.3.1     The bid shall be accompanied by specified EMD. The EMD shall be submitted in a separate cover legibly marked with "**Envelope A: Part- I EMD, NIT Number & Bid due date**".
  - 6.3.2     The envelope containing the EMD will be opened before opening of Part-II The opening of Part- II is dependent on the acceptance of the EMD with respect to EMD amount, whether original EMD deposit receipt is enclosed, etc.

- 6.3.3 The monetary limit indicated in the NSIC registration certificate produced by the party should cover the value quoted.
- 6.4 **Part-II: Price Bid:** The Price Bid shall be submitted in a separate cover legibly marked with “**Envelop B:** Part-II – Price Bid, NIT Number, Bid due date” Price Bid should include the Bid price in the price schedule format enclosed as **Annexure-V** and it shall not contain any conditions/deviations whatsoever.
- 6.5 All the above two envelopes (Envelope A & B ) containing Bid parts I & II shall be sealed individually and these sealed envelopes shall be put together in a 3<sup>rd</sup> envelope called outer envelope.
- 6.6 The outer envelope shall be sealed properly and to be addressed to:-

*Dy. General Manager (T.S.)  
 BVFCL NAMRUP  
 P.O. – Parbatpur, Dist. – Dibrugarh Assam 786623*

and bear the title ‘Engagement of Experience agency for Painting and Imprint of Signboard of BVFCL’, “**NIT No, Bid closing date**”. If the last date of Receipt/opening of Tender happens to be a holiday at a later date, the same will be Received/ opened on the immediate next working day.

- 6.7 The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is received after due date/ time of opening the Bid.
- 6.8 If the envelopes are not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and would be liable for rejection. *BVFCL NAMRUP* shall assume no responsibility for the misplacement or premature opening of such bids and consequent non-qualification.

## **7.0 ELIGIBILITY CRITERIA FOR BIDDING:**

- 7.1 The Bidders must be experienced and resourceful with sufficient jobs done earlier related to erasing/ painting/ imprinting for making sign board / name plates etc.
- 7.2 The Bidders are required to submit supporting documents in support of their doing similar jobs in the last three financial years in large industries and based on successful completion of these assignments, eligibility of the Bidder shall be decided. The selection of Bidder for this job will be done on the basis of rates quoted and past experience of the Bidder. The decision taken by the Company regarding eligibility/experience of a Bidder will be final.
- 7.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder (without considering discount) for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount/rebate.
- 7.4 In case any bidder withdraws their bid within the bid validity period, EMD will be forfeited for that party.
- 7.5 In case WO/LOA issued is not accepted by the selected bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Work order, EMD will be forfeited for that party.

## **8.0 SCOPE OF SERVICES AND TIME SCHEDULE.**

- 8.1 The assignments, broadly specified in **clause no. 2.0**
- 8.2 The assignment is to be strictly as per the Terms and condition of the NIT. The validity of the Work Order shall be for an initial period of one year from the issue of the Work Order, which may be extended further on mutually agreed terms and conditions.
- 8.3 All the tools and tackles and the arrangements required for the erasing and painting jobs is to be arranged by the party themselves.

## **9.0 FEES AND PAYMENT TERMS:**

- 9.1 The fees payable to the Contractor shall be quoted as per the rates quoted in Price Bid proforma **Annexure-IV** and Invoices shall be submitted by the Contractor on monthly basis only, based on which the same will be certified for payment.
- 9.2 The Monthly Invoices submitted by the Contractor will be strictly based on the actual job done by the Contractor in the particular month.
- 9.3 After receipt of all the clarifications to the satisfaction of the Companies Executing Dept. and Finance Dept., the Invoice will be normally forwarded to the Finance Dept. within seven days for release of payment and the payment is expected to be released by 30 days of receipt of the certified Invoice by Finance Dept.
- 9.4 In case of disagreement between the Contractor and BVFCL on any part of the Invoice, such part of the Invoice may be severed from the rest and payment against the agreed admissible part may be processed as per laid down procedure, while the disputed part will be dealt as per terms and conditions of the contract.
- 9.5 Statutory dues, taxes etc, as applicable, will be deducted at source by BVFCL.
- 9.6 Payments shall be effected through electronic transfer only. So the Contractor may submit Bank Account details along with their Invoices and GST registration certificate.
- 9.7 **NO AMOUNT AS ADVANCE SHALL BE PAID TO THE SUCCESSFUL BIDDER.**
- 9.8 Statutory dues, taxes etc, if applicable, will be deducted at source.
- 9.9 Payment will be made through RTGS/NEFT. The party shall provide their bank account details. All payments will be disbursed against submission of Invoice only.
- 9.10 GST rates are to be quoted separately.
- 9.11 In case, the assignment has to be abandoned, at any stage, due to any reason beyond the control of BVFCL NAMRUP, proportionate payments till then would be considered as 'Drop-dead Fee' for full & final settlement and no further claims would be made from either side.

## **10.0 TAXES & DUTIES:**

Good Service Tax as applicable shall be indicated separately in price schedule and shall be paid extra as applicable. All other taxes/duties applicable should be included in the quoted price. Any variation in taxes/duties during contract period (except Service Tax) shall be borne by the bidder.

### **10.1 Income Tax**

*BVFCL NAMRUP* shall not be responsible for the Income tax liability of the personnel deputed by them in connection with the services covered by this contract. However, tax deduction at source will be effected for the payments made to the contractor as per Income Tax Act, prevailing from time to time. Necessary TDS certificate will be furnished at the end of each financial year. Income Tax will be deducted on all payments made.

### **10.2 Good Service Tax**

The Good Service Tax, if payable, shall be reimbursed by *BVFCL NAMRUP* at actual.

## **11.0 SECURITY DEPOSIT & PERFORMANCE BANK GUARANTEE:**

- 11.1 The successful Bidder except MSME registered contractors shall be required to deposit Security Money @10% of the Work Order value. The EMD amount deposited by the successful Bidder may be adjusted towards the Security Deposit, if desired. The amount shall be deposited within seven days of receipt of Lol/Work Order by way of Demand Draft/Bank Guarantee in the prescribed proforma (to be provided by BVFCL) from any Nationalized/Scheduled Bank.
- 11.2 In case of non-submission of Security Deposit, 10% of the Invoice amount shall be deducted from the Monthly Invoices towards Security Deposit.

- 11.3 PERFORMANCE BANK GUARANTEE shall be returned back to the party on demand, after the expiry of the defects liability period or on payment of the amount of the final bill payable in accordance with relevant clause of these conditions, whichever is later, provided *BVFCL NAMRUP* is satisfied that there is no demand outstanding against the party.
- 11.4 No interest shall be payable on the Security Deposit. The Bank Guarantee shall be furnished from a Nationalized Bank/ Scheduled Bank and the same shall remain valid during the entire consultancy period plus claim period of 6 (six) months. Bank Guarantee forwarded from any foreign bank should be counter guaranteed by any Indian Nationalized bank.
- 11.5 Failure of the successful Bidder to comply with the above requirements of submission of PERFORMANCE BANK GUARANTEE shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the EMD.

## **12.0 SIGNING OF BID:**

- 12.1 The bid must be submitted under the Trade Name/Firm Name and is to be clearly mentioned/contain – the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should be typed or printed below the signature.
- 12.2 A bid by a Corporation/Company must be signed with the legal name of the Corporation/Company by the President/Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter, with official seal.
- 12.3 Bid documents including all enclosures and other correspondences between *BVFCL* and the agency/party including the Work Order shall also be treated as a part of the agreement between *BVFCL* and the agency/party for this work and the successful bidder is required to execute an agreement as per proforma given in Annexure-II, with *BVFCL* within 2 (two) weeks from the issue of Letter of Intent / Work Order.

## **13.0 DISCRETION OF BVFCL:**

- 13.1 Notwithstanding anything contained in this Bid Document, *BVFCL NAMRUP* reserves the right to accept or reject any Bid and to annul the entire bidding process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 13.2 *BVFCL NAMRUP* will have the discretion to prioritize the execution of tasks, give directives and formulate instructions considered appropriate for the purpose of carrying out the tasks.
- 13.3 *BVFCL NAMRUP* shall not provide any explanation/justification on any of its decision.
- 13.4 *BVFCL NAMRUP* shall have the freedom to remove/add any job from the Scope of the NIT as per requirement.
- 13.5 Any clarification required by prospective Bidder shall be furnished in writing or by e-mail soon after its receipt so as to ensure submission of Bid on or before Bid closing date. Where it is felt that clarification sought is of important nature and has bearing on the Bid, the Committee may send such clarifications to all the prospective bidders without identifying the reason for clarification. If the circumstances warrant any amendment to be issued as a result of the clarification, the same will be notified in writing/soft form to all the Bidders. Reasonable time extension will be given to all the Bidders to consider the amendment in preparing the Bids, if required.

## **14.0 FACILITIES TO BE PROVIDED BY BVFCL:**

- 14.1 The agency/ Party will have to arrange for all the local transportation, accommodation if any etc. at their expenses.
- 14.2 Accesses to the site will be allowed during General Shift duty hours only.

## **15.0 DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:**

- 15.1 The following documents in originals shall be sent to the *Dy. General Manager (T.S.), BVFCL NAMRUP, P.O. - Parbatpur, Dist.- Dibrugarh, Assam 786623* for claiming payment.
- ✓ Invoices - original + 1 copy
  - ✓ Reports/Documents supporting the claim.

## **16.0 FORCE MAJEURE:**

- 16.1 If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the said contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire, floods, explosions, epidemics, quarantine restrictions or other acts of god, then provided notice of the happening of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by the reason of such eventuality be entitled to have any claim for damages against the other in respect of such non performance or delay in performance and the performance under the said contract shall be resumed as soon as practicable after such eventuality has come to an end
- 16.2 Any clarification required by prospective Bidder shall be furnished in writing or by e-mail soon after its receipt so as to ensure submission of Bid on or before Bid closing date. Where it is felt that clarification sought is of important nature and has bearing on the Bid, the Committee may send such clarifications to all the prospective bidders without identifying the reason for clarification. If the circumstances warrant any amendment to be issued as a result of the clarification, the same will be notified in writing/soft form to all the Bidders. Reasonable time extension will be given to all the Bidders to consider the amendment in preparing the Bids, if required.

## **17.0 OWNERSHIP OF DOCUMENT & CONFIDENTIALITY:**

- 17.1 Neither party shall sublet, assign or otherwise transfer its rights or obligations under contract or any part of the same to any party without prior written consent.

## **18.0 LIMITATIONS OF LIABILITY:**

- 18.1 The final payment by BVFCL in pursuance of the 'contract' shall not mean, the release of the Bidder from all his liabilities under the 'contract', and till such time the contractual liabilities and responsibilities of the Bidder shall prevail.

## **19.0 TERMINATION:**

- 19.1 *BVFCL NAMRUP* may terminate this contract under the circumstances detailed below:
- 19.2 The contract for services shall be liable for termination by *BVFCL NAMRUP* if the conduct of the party and/or their personnel is considered by *BVFCL NAMRUP* to be against its interest.
- 19.3 *BVFCL NAMRUP* at any time, on finding that the performance of services under this contract is not satisfactory, will give a written notice to the party to take appropriate remedial steps. If remedial steps are not taken within 7 days or are not to *BVFCL NAMRUP's* satisfaction, then *BVFCL NAMRUP* reserves the right to terminate the contract with a final notice for maximum 7 (seven) of days grace to comply with the remedial action.
- 19.4 Upon termination of the contract at any time for whatsoever the reason by *BVFCL, NAMRUP*, the proportionate amount shall be payable to the party for the Services performed satisfactorily as per Contract, till the date of termination. However, the security deposit shall be forfeited. In the event of the contract being terminated and awarded to another party the difference, if any, shall be recovered from the fees or any other payment due from *BVFCL NAMRUP*, from any other contract

## **20.0 EFFECTIVE DATE OF CONTRACT:**

- 20.1 This Contract shall be deemed to have become effective from the date of award of Work Order/Letter of Intent or 1<sup>st</sup> April 2019, whichever is later. This will form part of the Contract.



## **21.0 DISPUTE RESOLUTION AND ARBITRATION:**

- 21.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties shall use their best endeavors to resolve the matter amicably. If the parties are unable to resolve the dispute amicably within thirty (30) days of one party notifying in writing of the existence of the dispute, controversy or claim, either party may serve formal written notice on the other that a material dispute has arisen. If the parties are unable to resolve the dispute within seven (7) days of receipt of such notice, the dispute shall be referred to the the matter will be referred to arbitration under the ICADR arbitration Rules, 1996.
- 21.2 *BVFCL NAMRUP* to appoint the arbitrator(s) shall be the International Center for Alternative Dispute Resolution.
- 21.3 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996 including its amendments and updations.
- 21.4 During the pendency of arbitration no party shall go to the court. The jurisdiction of court shall be at Gauhati High Court for any legal matters.
- 21.5 Settlement of commercial disputes between Public Sector Enterprise(s) and Government Department(s) will be through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises as directed in DPE's OM No. 4(1)/2011-DPE(PMA)-GL dated 12<sup>th</sup> June 2013 and No.4(1)2011-DPE(PMA) dated 24<sup>th</sup> March 2014. Arbitration Fees shall be paid as per the DPE's guidelines.

## **22.0 SUBMISSION OF BID:**

The interested parties shall submit hard copies of their Bid. They shall submit details list of such assignments undertaken by them, as specified.

Reputed Bidders are invited to submit their Bids on their own letter head.

- 22.1 Documents to be enclosed with the Bid:
  - 22.1.1 Complete NIT documents duly signed and stamped confirming acceptance of all terms & conditions of the NIT.
  - 22.1.2 Confirmation of terms and conditions (**Annexure-II**) duly filled in, signed and stamped supported with all relevant documents.
  - 22.1.3 PAN No, TAN No, Labour Licence no. and GST Registration Number
  - 22.1.4 An undertaking to the effect that the Bidder was never blacklisted by any company and no case is pending against the Bidder.
  - 22.1.5 Experience & Past Performance certificate for similar contract.
- 22.2 All non MSME Bidders shall be required to deposit along with their Bid, a refundable earnest money deposit as stated above. In case of successful Bidders, the EMD would be adjusted against security deposit.
- 22.3 Bid should be submitted in a sealed envelope, super-scribed "*ANNUAL RATE CONTRACT FOR PAINTING/WRITING/DIGITAL IMPRINT OF SIGNBOARDS*" so as to be received at the under-mentioned address not later than the specified due date.

Dy. General Manager (TS)  
Brahmaputra Valley Fertilizer Corporation Limited,  
Namrup.  
P.O. – Parbatpur, Dist. – Dibrugarh (Assam)
- 22.4 Bids (Technical) shall be opened at the presence of the Bidders or their authorized representatives who may like to be present.
- 22.5 For any clarifications/or further details with regard to this NIT, the same can be obtained from/discussed with Shri Pranab Kumar Saikia Ex. Plant Manager (Safety & Fire) (Mobile 9435735636 ) or Shri S Sarkar, Dy. General Manager(TS), *BVFCL NAMRUP* (Assam) (Mobile #: +919954487889), e-mail: [ssarkar@bvfc.co.in](mailto:ssarkar@bvfc.co.in).
- 22.6 *BVFCL NAMRUP* reserves the sole right to accept or reject any or all Bids without assigning any reason whatsoever and also have the right to relax any terms/conditions of the Bid and shall bear no liability whatsoever consequent upon such a decision.
- 22.7 The interested bidders shall sign all pages of this Tender Document and submit as a token of acceptance of all the terms of the assignment.

## **23.0 WORK ORDER/LETTER OF INTENT:**

- 23.1 BVFCL shall award the Work Order/Letter of Intent to the successful bidder who is determined as the techno commercially acceptable lowest bidder. The negotiation may be held with the lowest bidder if deemed necessary prior to issuance of Work Order/Letter of Intent (LoI).
- 23.2 The successful bidder on receipt of "Work Order/Letter of Intent" shall convey its acceptance by return e-mail/fax and to be confirmed by letter within 7 days, failing which it will be deemed that WO/LoI is accepted unconditionally.

## **24.0 SIGNING OF AGREEMENT:**

- 24.1 Within two weeks of date of issue of Letter of Award/Work Order, the successful Bidder shall furnish a performance security for satisfactory completion of the Assignment and simultaneously sign a formal agreement. Draft Format of Agreement is enclosed at **Annexure - I** to be furnished on requisite stamp paper.

## **25.0 FAIRNESS & UNDESIRABLE PRACTICES:**

- 25.1 All the Bidder(s) and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, *BVFCL NAMRUP* shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited practices") in the entire process. In such an event, *BVFCL NAMRUP* shall, without prejudice to its any other rights or remedies, forfeit and appropriate the performance security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to *BVFCL NAMRUP* for, inter alia, time, cost and effort of *BVFCL NAMRUP*, in regard to the work, including consideration and evaluation of such Bidder's proposal.
- 25.2 Without prejudice to the rights of *BVFCL NAMRUP* under the rights and remedies which *BVFCL NAMRUP* may have under the LoI (Letter of Intent) or the agreement, if a Bidder is found by *BVFCL NAMRUP* to have directly or indirectly or through an agent, engaged or indulged in any *corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice* during the entire Process or after the issue of the LoI or Work Order of the execution of the agreement, such Bidder(s) or Contractor shall not be eligible to participate in any Bid issued by *BVFCL NAMRUP*.
- 25.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - 25.3.1 "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Bidding Process;
  - 25.3.2 "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - 25.3.3 "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - 25.3.4 "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by *BVFCL NAMRUP* with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
  - 25.3.5 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- 25.4 BVFCL is committed to a corruption free work environment. All the above purchases, services and commitments of BVFCL will be honoured without the citizen to pay any bribe. In case any person demands any bribe, it is the duty of the responsible person to inform the matter to Vigilance Office, BVFCL, Namrup, P.O.-Parbatpur, Dist.-Dibrugarh,

Assam, PIN 786623 (Tel. No. 0374-2507092, 0374-2507167, 0374-2500664 Tele-fax)

- 25.5 As per clause No. 160(ii) of General Financial Rules 2005, bidder's relevant enquiry regarding bidding conditions, bidding process and/or rejection of bid will be suitably and promptly replied.

Format for Signing of Agreement  
(On stamp paper)

THIS AGREEMENT is made on the..... Day of..... 2019 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 Contractor (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.

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 Contractor 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 Contractor 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, with scope of variations and escalation etc. as included in the said general conditions of Contract.
5. In witness whereof The Company have caused their common seal to be hereunto affixed and the Contractor has hereunto set its hand and seal the day and year first above written.

Dy. General Manager (TS)  
BVFCL NAMRUP

Name of the Company to which the  
Work Order has been issued

CONFIRMATION OF TERMS AND CONDITIONS

Enquiry No .....  
Name of the Bidder .....  
Offer No .....

We confirm/ clarify as follows:

Sl. No	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE/ COMMENTS
1.	Price basis firm till execution of the contract	CONFIRMED
2.	Price submitted as per price schedule format	CONFIRMED
3.	Validity of bid: Three months as per clause 4.2 of NIT	CONFIRMED
4.	Fees & payment terms: as per clause 10.0 of NIT	CONFIRMED
5.	EMD enclosed	CONFIRMED
6.	Bank guarantee against security deposit if applicable	CONFIRMED
7.	Acceptance of terms and conditions of the NIT document in totality	ENCLOSED
8.	Documents in support of Eligibility criteria in Clause 7.0	CONFIRMED
9.	PAN/TAN No & other statutory requirement details	ENCLOSED FURNISHED
10.	Goods Service tax registration number	FURNISHED
11.	Contact details viz. e-mail id and postal address	FURNISHED

AUTHORISED SIGNATORY OF THE BIDDER:

TITLE :  
DESIGNATION :  
DATE :

BID FORM(GENERAL INFORMATION OF THE FIRM & ITS CAPABILITY)

1. Forwarding Letter in Agency/Company Letter Head for submission of Bid alongwith a check list of documents enclosed.
2. Name & address of the Bidder
3. Telephone No., Mobile No. & e-mail id of the contact persons
4. Years of Experience.
5. Full information about the Bidder
6. Details of relevant experience and similar job done
7. Details of EMD enclosed
8. Details PAN/TAN, Goods Service Tax registration details
9. Validity of Bid
10. Terms of Payment
11. Confirmation of acceptance to terms and conditions of the NIT document in totality
12. Complete list of attachments

NB: ***The above list is not exhaustive but indicative only and the Bidders may include additional points as deemed fit.***

Note:

1. Bidders must declare clearly if GST is payable for this job and if the same is payable, details thereof.
2. BVFCL will have the option of not offering some of the above items for inspection and/or may offer other items not appearing in the above list, which is to be tested as per their capacity and quoted rates.

## Schedule of Jobs

### Scope of work / Schedule of work.

**1) Wooden Sign Board making & letter writing or sticker letter pasting.**

- a) Supply of wooden board.
- b) Painting.
- c) Letter writing/sticker letter pasting.

**2) Wooden name plate making & letter writing or sticker pasting.**

- a) Supply of wooden boards.
- b) Painting.
- c) Letter writing/sticker pasting.

**3) Flex banner composing & painting.**

- a) Supply as lumpsum.

**4) Stencil cutting.**

- a) Supply of suitable metal sheet
- b) Painting.

**5) MS plate signboard.**

- a) Supply of MS plate.
- b) Painting & letter writing.
- c) Letter writing/sticker pasting.

**6) Scaffolding making for painting job at height.**

- a) At lumpsum rate.

NB:

- 1) Charges for removal of old paints, supply of thinner, primer, wire brush, paint brush, applying primer and base paint etc. and Painter charges are to be included in the consolidated charge in 7(a) above.
- 2) Any other charges may be included in the above items.

## Proforma for Price Bid

Sl. No.	Item	Unit	Rate
1.	<b>Wooden display board making &amp; letter writing or sticker letter pasting.</b>		
	a) Supply of wooden boards (Thickness: 12 mm)	Rs./Sq. CM	
	b) Painting of boards.	Rs./Sq. CM	
	c) Letter writing/sticker letter pasting.	Rs./Sq. CM	
2.	<b>Wooden name plate making &amp; letter writing or sticker pasting.</b>		
	a) Supply of wooden boards (Thickness: 10 mm).	Rs./Sq. CM	
	b) Painting of boards.	Rs./Sq. CM	
	c) Letter writing/sticker letter pasting.	Rs./Sq. CM	
3.	<b>Flex banner composing &amp; painting.</b>		
	a) Supply as lumpsum	Rs./Sq. CM	
4.	<b>Stencil cutting</b>		
	a) Supply of suitable metal sheet	Rs./Sq. CM	
	b) Painting.	Rs./Sq. CM	
5.	<b>MS plate signboard.</b>		
	a) Supply of MS plate (Thickness: 03 mm).	Rs./Sq. CM	
	b) Painting & plates.	Rs./Sq. CM	
	c) Letter writing/sticker letter pasting.	Rs./Sq. CM	
6.	<b>Scaffolding making for painting job at height.</b>		
	a) As lumpsum for every one meter height above ground (per item).	Rs.	

## NB:

1. Charges for removal of old paints, supply of thinner, primer, wire brush, paint brush, applying primer and base paint etc. and Painter charges are to be included in the consolidated charges above.
2. Any other charges may be included in the above items.
3. Material consumption details along with valid challans specifying the material details in terms of quality, quantity and brand name etc. as required must be enclosed with the submitted each RA / final bill by the party for checking & scrutiny.