

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



Please reply to  
CE (Chem)  
BVFCL, Namrup  
P.O. Parbatpur – 786 623  
Dist. Dibrugarh (Assam), India.  
CIN No: U24123AS2002GOI006786

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Phone: +91 [374] 2507164; FAX: +91 [374] 2500317; e-mail: bcsarkar@bvfc.co.in or [www.bvfcl.com](http://www.bvfcl.com)

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**NOTICE INVITING TENDER NO. : N-III/A/PC/I(28)/138**

**Dated: 17.06.2022**

|                                |                                                                                                                                                          |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NAME OF WORK</b>            | <b>: Unloading &amp; loading of Desulphurizer catalyst (under Nitrogen atmosphere) and Skimming of Secondary Reformer catalyst of Ammonia-III Plant.</b> |
| <b>DATE OF ISSUE</b>           | <b>: 17.06.2022</b>                                                                                                                                      |
| <b>MODE OF NIT</b>             | <b>: E-PLATFORM (ONLINE) OPEN TENDER</b>                                                                                                                 |
| <b>TYPE OF BID</b>             | <b>: Two- bid system (Techno Commercial-bid and Price Bid)</b>                                                                                           |
| <b>LAST DATE OF SUBMISSION</b> | <b>: 11.07.2022 up to 3.00 PM</b>                                                                                                                        |
| <b>TECHNICAL BID OPENING</b>   | <b>: 12.07.2022 at 03:30 PM</b>                                                                                                                          |
| <b>PRICE BID OPENING</b>       | <b>: after scrutiny of Technical Bid</b>                                                                                                                 |
| <b>TENDER PAPER COST</b>       | <b>: Rs. 590 (inclusive of GST)</b>                                                                                                                      |
| <b>EARNEST MONEY DEPOSIT</b>   | <b>: Rs. 20,000.00 (along with bid security declaration)</b>                                                                                             |
| <b>COMPLETION PERIOD</b>       | <b>: 7 (seven) days (maximum).</b>                                                                                                                       |

**BVFCL invites** online tenders under two-bid system (Techno-Commercial bid and Price bid) from experienced, financially sound and reputed firms that can work under inert atmosphere (Nitrogen atmosphere). The bidders should have to submit valid Labour License (Central) against the job award prior to execution of job, Provident Fund code number and GST Registration number as per contract labour (Regulation & Abolition) Act., 1970 and amended from time to time. The credential of catalyst unloading & loading, skimming specifically of Desulphurizer/Secondary Reformer/Low Temperature/Medium Temperature /High Temperature CO Shift Converter/Methanation Converter in Nitrogen atmosphere or Synthesis Converter catalyst replacement job in Nitrogen atmosphere of Ammonia plant/any other plants is to be submitted for **“Unloading & loading of Desulphurizer catalyst (under Nitrogen atmosphere) and Skimming of Secondary Reformer catalyst of Ammonia-III Plant.”**

This bid is issued under National competitive bidding for preparation, submission of bids, evaluation and comparison. NIT is available on [www.bvfcl.etenders.in](http://www.bvfcl.etenders.in) through NIC and also Notice on Government web site [www.tenders.gov.in](http://www.tenders.gov.in) and BVFCL website [www.bvfcl.com](http://www.bvfcl.com). The interested parties may download the tender documents from websites. Parties are advised to upload the scanned copies of all the documents along with their credentials.

Kindly acknowledge the receipt of the Tender documents.

contd. on page 2

### **SPECIAL TERMS & CONDITIONS:**

01. Tenderer(s)/Agency (ies) should upload scanned copy of following documents along with his/their Tender:

- i) Valid Registration certificate of Agency/Firm & No.
- ii) Average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of previous financial year. The income & expenditure statement and Balance sheet must be duly audited by Chartered Firm. Average Annual financial turnover during the last three years. Average annual financial turnover should be at least 30% of the estimated cost.
- iii) All the parties including MSME/NSIC certificate holder should have to submit past experience of having successfully completed similar works during last 7 years and he should have to submit successfully completed experience certificate of the same type of job i.e. unloading & loading, skimming specifically of Desulphurizer/Secondary Reformer/Low Temperature/Medium Temperature /High Temperature CO Shift Converter/Methanation Converter in Nitrogen atmosphere or Synthesis Converter catalyst replacement job in Nitrogen atmosphere of Ammonia plant / any other plants.

Experience of having successfully completed unloading & loading, skimming specifically of Desulphurizer/Secondary Reformer/Low Temperature/Medium Temperature /High Temperature CO Shift Converter/Methanation Converter in Nitrogen atmosphere or Synthesis Converter catalyst replacement job in Nitrogen atmosphere should be either of the following:

- a) Three catalyst replacement job of similar nature completed at costing not less than amount equal to 40% of the estimated cost.  
OR
  - b) Two catalyst replacement job of similar nature completed at costing not less than amount equal to 50% of the estimated cost.  
OR
  - c) One catalyst replacement job of similar nature completed at costing not less than amount equal to 80% of the estimated cost.
- iv) The contractors have to abide by all the terms & conditions mentioned in G.D.C.C. in respect of carrying out the job, payments, settlement of disputes etc. The tender should be carefully read and the clauses of G.D.C.C. be understood before filling up the tender documents.
  - v) The contractor should either visit or enquire the site and acquaint himself with the site conditions etc. before submitting the tender.
  - vi) All works are to be done under the strict supervision of the contractor to the entire satisfaction of the Engineer In-Charge / Site In-Charge of BVFCL.
  - vii) Valid Labour License (Central) against the job award prior to execution of job issued by the concerned authority/department. A consent letter is to be submitted by the bidder on their letter-head for providing the same.
  - viii) Valid Provident Fund registration certificate and Code No. in his own Firm's/Agency's name.
  - ix) Valid PAN/TAN card in his own Firm's/Agency's name.
  - x) Valid GST registration certificate in his own Firm's/ Agency's name.
  - xi) The tenderers are required to upload scanned copy of NSIC/MSME Certificate under "Single Point" registration scheme.
  - xii) The tenderers have to upload the scanned copies of complete tender documents (along with Self declarations and A & B duly signed and GDCC).
  - xiii) Party should submit sealed and signed copy of "BID SECURITY DECLARATION", as per Rule 170 of General Finance Rules (GFRs), 2017.
2. The Techno-Commercial Bids will be opened online on stipulated date and time. The Techno-Commercial Bids will be scrutinized in details in respect of NIT requirements.
  3. E-reverse auction will be conducted through our service provider online. Bidders have to confirm their acceptance for e-reverse auction.
  4. **EMD** is applicable for the vendors who are not registered with MSME/ NSIC and as per Central Govt. notification no. F-9/4/2020-PPD, all tenderers have to submit bid security declaration. MSEs of SC/ST owned enterprises shall be given the benefits of exemption on submission of relevant SC/ST certificates, if their registration remain valid at the time of bidding. Condition of prior turnover & prior experience with respect to start-up and micro & small enterprises will be relaxed as per Govt. Policy circular No. 1(2) (1)/2016-MA Dtd. 10/03/2016 & F.20/2/2014-PPD (Pt) Dtd. 20/09/16 subject to meeting of Quality & technical specifications.

**contd. on page 3**

5. **Tender paper cost** is applicable for the vendors who are not registered with MSME / NSIC.
6. BVFCL is committed to a corruption free work environment. 'All the above purchases, services and commitments of BVFCL will be honored without the citizen having to pay any bribe'. In case any person demands any bribe, it is the duty of the responsible to inform the matter to vigilance officer, BVFCL, Namrup, P. O. Parbatpur, Dist. Dibrugarh, Assam PIN: 786623. (Tel no: 0374-2507092 / 0374-2507167 and e-mail id [vigilance@bvfcl.co.in](mailto:vigilance@bvfcl.co.in)).
7. For any query regarding NIC portal, tenderer(s) may contact on:  
Helpdesk Landline No.: 0120-4200462, 4001002, 4001005, 6277878  
Email ID: support-eproc@gov.in

**INTEGRITY PACT:**

Bidders will have to sign the Integrity Pact as per enclosed format which is an integral part of the tender documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder will be rejected. Details regarding Integrity Pact can be viewed on our website: [www.bvfcl.co.in](http://www.bvfcl.co.in) or [www.bvfcl.com](http://www.bvfcl.com).

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

- |                            |                                                                                 |
|----------------------------|---------------------------------------------------------------------------------|
| 1) Dr. S.K.Panda ,         | e-mail : <a href="mailto:sanjaypandaias@gmail.com">sanjaypandaias@gmail.com</a> |
| 2) Sri Abhay Kumar Khanna, | e-mail : <a href="mailto:abhaykhanna43@yahoo.com">abhaykhanna43@yahoo.com</a>   |

Kindly upload duly signed & stamped copy of Integrity pact along with techno-commercial bid & other documents.

The tenderer(s) should carefully read and understand all the pages of NIT including terms & conditions and satisfy in all respect before completing & uploading the online bids.

Yours faithfully  
For & on behalf of BVFCL, Namrup  
CE (Chem)

**MODEL ARBITRATION CLAUSE  
FOR ARBITRATION OF CONTRACTUAL DISPUTES**

*Parties to a contract who agree to resolve their contractual disputes in accordance with the ICADR Arbitration Rules, 1996 and to have the ICADR act as appointing authority and/or provide administrative services, may use the following clauses;*

- *If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or deliver there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rule 1996.*
- *The authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution.*
- *The International Centre for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Arbitration Rules, 1996.*

*Note: Parties may consider adding the following.*

*(a) The number of arbitration(s) shall be \_\_\_\_\_*

*(b) the language of the arbitration proceeding shall be \_\_\_\_\_*

*(c) Specific qualification of the arbitrator(s) including (but not limited to) language, nationality, technical qualifications and experience.*

*(d) The place of arbitration proceedings shall be \_\_\_\_\_*

**ICADR-7**

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*This supercedes arbitration clause No.71 Page- 35 & 36 of the GDCC.*

## DECLARATION

(To be filled in and signed by the Tenderer)

To

BVFCL Namrup  
P.O.Parbatpur-786623  
Dibrugarh, Assam.

**Ref: NIT No. N-III/A/PC/I(28)/138**

**Dated: 17.06.2022**

**Sub: Unloading & loading of Desulphurizer catalyst (under Nitrogen atmosphere) and Skimming of Secondary Reformer catalyst of Ammonia-III Plant**

Having fully understood the conditions of the contract and specifications for the above work as detailed in your **Ref: N-III/A/PC/I(28)/138, Dated: 17.06.2022** I/we offer the rates as per the terms and conditions of the NIT (Annexure-II).

The offer of the above rate(s) is based keeping in mind all factors governing the matter and also keeping in consideration any charge in circumstances in future.

I/we undertake to deliver the whole of the work comprised in the contract within the time stated.

If the tender is accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract as annexed hereto or in default thereof, forfeit the sum(s) of money mentioned in the said conditions as penalty etc.

A sum of Rs..... (Rupees.....) only in form of deposit through Demand Draft / SBI Challan No. .... dtd. .... is/are forwarded herewith as Earnest Money and Cost of Tender paper. The entire amount (Earnest money) shall be forfeited to the Brahmaputra Valley Fertilizer Corporation Ltd., Namrup, if I/we do not sign the contract agreement in time or fail to deliver the work within the time specified in the work order of the contract. The said Earnest money shall be retained by Brahmaputra Valley Fertilizer Corporation Ltd., Namrup. The cost of Tender paper is non-refundable & non-transferable.

Unless and until formal Agreement is executed and complete in all respect, no payment will be made by BVFCL, Namrup.

I/we understand that you are not bound to accept the lowest or any tender you may receive or is not required to assign any reason for not allotting the contract to me/us or anybody. Further, I/we also understand that avocation of my/our case for any reason directly or indirectly will go against me/us.

As a sign of my/our having understood the terms and conditions and details of the contract, I/we hereby return the subject NIT after signing and affixing seals on all pages and also agreeing that the same shall be used as a part of the duly executed contract document in event I/we am/are awarded the contract.

I further declare that I am not a partner/proprietor of any other firm/company participated in the above tender.

Yours faithfully,

Signature of the Tenderer: \_\_\_\_\_

Full Name of the Tenderer: \_\_\_\_\_

Full Address: \_\_\_\_\_

Date: \_\_\_\_\_

Seal: \_\_\_\_\_

**(TECHNICAL & SPECIAL CONDITIONS)**

**SCOPE OF WORK AND CONDITION**

**NIT No: N-III/A/PC/I(28)/138**

**Dated: 17.06.2022**

- 1. Name of work :- Unloading & loading of Desulphurizer catalyst (under Nitrogen atmosphere) and Skimming of Secondary Reformer catalyst of Ammonia-III Plant**
- 2. Scope of work:-**

**A. For Skimming of Secondary Reformer catalyst top bed:**

- (i) Opening of top manhole cover.
- (ii) Tiles to be unloaded and to be kept in safe custody.
- (iii) Lumps of various sizes to be unloaded; after screening, the lumps are to be kept in safe custody.
- (iv) About 3.5 m<sup>3</sup> catalyst (about 600 mm) to be unloaded and after screening, sound catalyst to be kept in safe custody.
- (v) Proper leveling of the remaining catalyst to be done and again, the sound catalyst of about 3m<sup>3</sup> to be loaded and leveling to be done.
- (vi) Alumina lumps of various sizes are to be loaded in various levels step by step. Final leveling to be done.
- (vii) Tiles to be loaded in proper way by maintaining the centre (as per drawing).
- (viii) Box-up of manhole cover.

**B. For Unloading and Loading of Desulphurizer catalyst and Alumina balls**

- (i) Putting up a temporary shed for catalyst and Alumina ball de-dusting.
- (ii) Opening of manhole cover and hand-hole cover.
- (iii) Unloading of catalyst and Alumina balls (Alumina balls' segregation to be done as it will be re-used). Job to be carried out in nitrogen atmosphere.
- (iv) Cleaning of the vessel to be done perfectly. All drain lines, sample and impulse lines to be de-choked and flushed.
- (v) Inspection of support grid and beam. If required, support to be lifted out and new support grid to be inserted along with proper wire mesh (Wire mesh and support grid will be supplied by BVFCL).
- (vi) About 8m<sup>3</sup> COMOX, 9m<sup>3</sup> ZnO and 1.6m<sup>3</sup> Alumina balls to be shifted from MM store (about 500m) to site (Truck and Hydra with driver will be provided by BVFCL).
- (vii) De-dusting of Catalyst and Alumina balls to be done.
- (viii) Hand-hole cover to be boxed up.
- (ix) Required amount of Alumina balls and catalyst to be loaded.
- (x) Manhole cover to be boxed up.
- (xi) Unloaded catalyst to be packed in drums, to be sealed and shifted to MM store (Truck and Hydra with driver will be provided by BVFCL).

**N.B.::**

1. Oxygen for inhalation purpose & also life saving system will be under contractor's scope.
2. All the best engineering practices and procedures with safety gadgets are to be strictly followed to carry out the job.
3. If required, any type of mechanical job such as welding, fitting, cutting etc. inside the vessel will be under contractor's scope.
4. Drawings of Desulphuriser and Secondary Reformer are attached herewith.
5. Unloading & loading of Desulphurizer catalyst (under Nitrogen atmosphere) is to be carried out within 6 (six) days and that of Skimming of Secondary Reformer catalyst is to be carried out within 4 (four) days. Both the jobs are to be carried out parallelly round the clock and the entire job is to be completed within maximum of 7 (seven) days from the date of start of job.
6. The contractor has to employ sufficient number of workers and supervisors so that the job can be completed within the specified time with fullest satisfaction of BVFCL Engineer.
7. The contractor will take all safety precautions to ensure the safety of their staff as well as of those who are working in the vicinity. They will also ensure that their working will not cause any impediments to other works.
8. The party should take adequate care while executing the job against any possible damage of the equipment during unloading, loading and skimming operation. The contractor will have to compensate in case of any such damage.
9. No running bill will be given. The final bill will have to submit within 15(fifteen) days of completion of work and the same will be paid after necessary scrutiny / making statutory deductions as per rule as well as satisfactory completion certificate issued by the executing department.
10. The contractor should fulfill all statutory conditions and furnish copy of Income Tax clearance certificate, Labour license, PAN, TAN No, P F Registration No, GST etc. as per Govt. Rules.
11. The contractors will be intimated 15(fifteen) days in advance by Fax / Telephone / e-mail to come for the jobs. As the time availability will be short, the contractor will ensure that he, with all his equipments and his personnel, is available at site well in time.
12. The tenderers have to upload all the tender documents completed in all respect and duly signed by the contractor online before the end date.
13. The contractor should guarantee that no damage will occur to the existing catalyst of Secondary Reformer. And for the unloading of the Desulphuriser catalyst, there should not be any shoot up of temperature due to oxidation and damage the internals of the Desulphuriser.
14. Stipulated scheduled time required for skimming of Secondary Reformer and unloading of Desulphuriser catalyst will be counted after handing over the converters from BVFCL.

**Following requirements will be provided by BVFCL:**

1. Hydra, truck
2. Nitrogen, air, water and power will be supplied

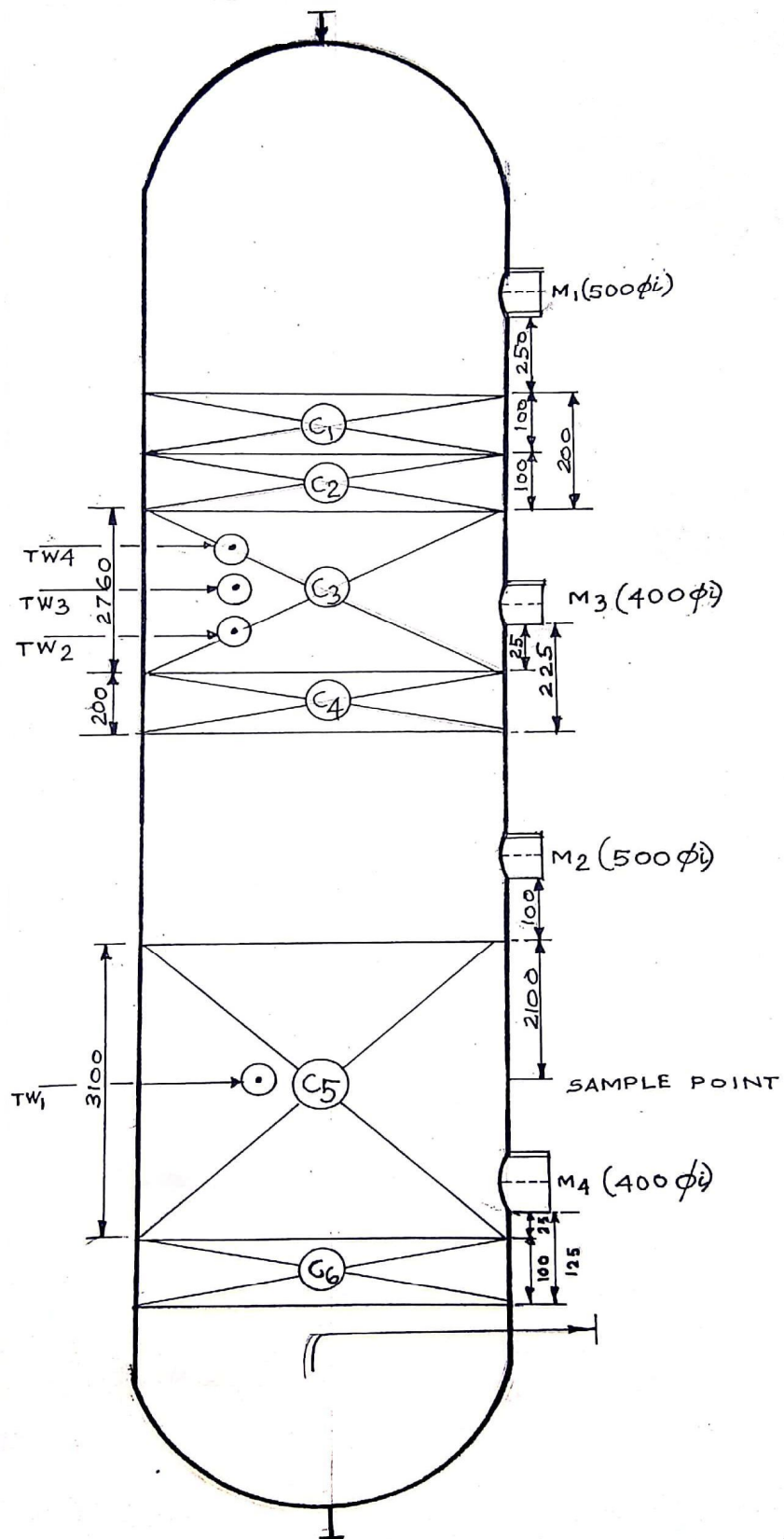
- If there is any query regarding the job, please contact:

CE (Chem),  
BVFCL, Namrup  
P.O. Parbatpur  
Dist: Dibrugarh (Assam)  
Pin: 786623  
Email Address: bcsarkar@bvfcl.com

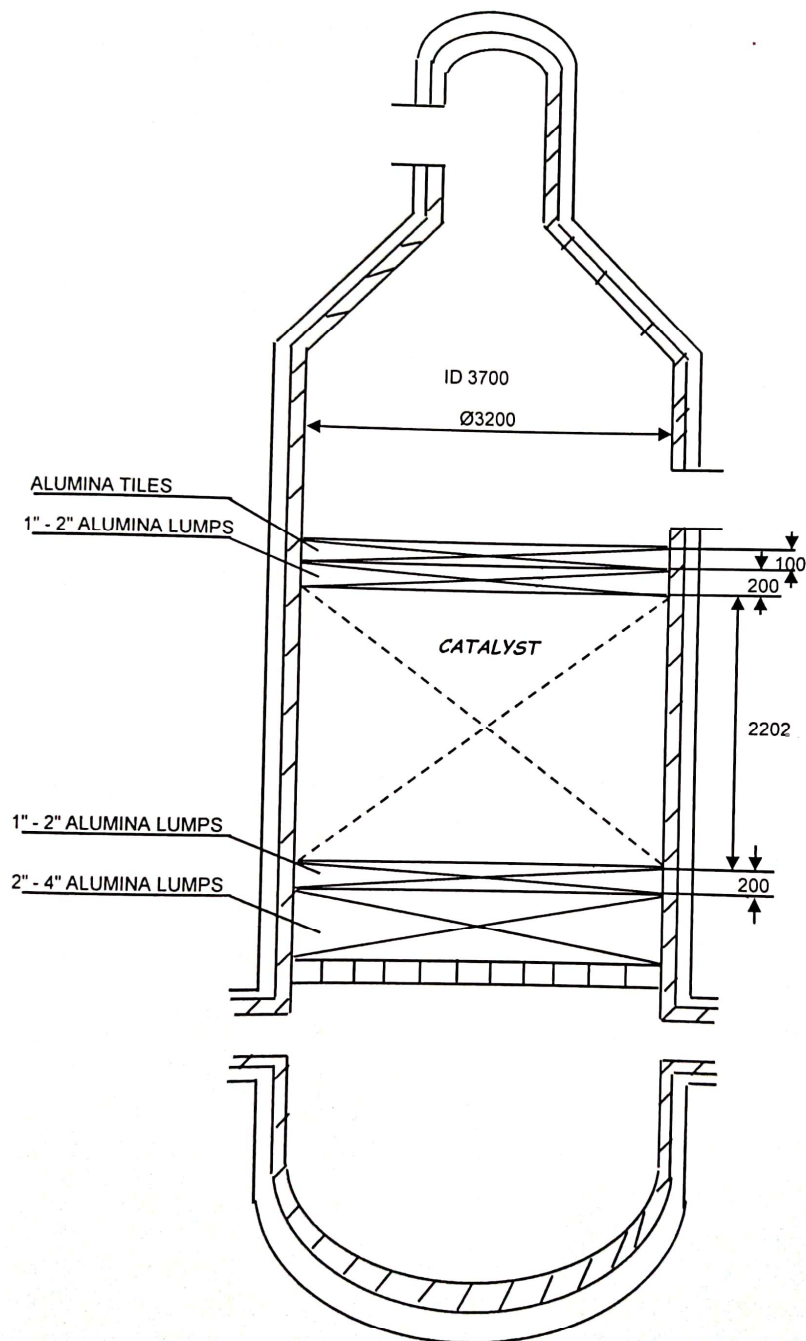
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# DESULPHURISER, AMMONIA -III PLANT



## SECONDARY REFORMER, AMMONIA -III PLANT



SECONDARY REFORMER AMMONIA-III

TENDER DOCUMENTS

FOR

**Unloading & loading of Desulphurizer catalyst (under Nitrogen atmosphere)  
and  
Skimming of Secondary Reformer catalyst of Ammonia-III Plant.**

NIT No.: N-III/A/PC/I(28)/138

Dated: 17.06.2022

BVFCL, NAMRUP



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED: NAMRUP**

**PRODUCTION DEPARTMENT  
AMMONIA-III**

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED  
NAMRUP**

**(A Government of India Undertaking)**

**(PRODUCTION DEPARTMENT)**

**PO: PARBATPUR – 786623**

**DIST.: DIBRUGARH (ASSAM)**

**Website: [www.bvfcl.com](http://www.bvfcl.com)**

**FAX: 91-0374-2500317**

**TENDER NOTICE NUMBER**

**N-III/A/PC/I(28)/138**

**Dated: 17.06.2022**

**BOOK SERIAL NUMBER .....**

**TENDER DOCUMENT FOR**

**Unloading & loading of Desulphurizer catalyst  
(under Nitrogen atmosphere)**

**and**

**Skimming of Secondary Reformer catalyst of Ammonia-III Plant.**

## **I GENERAL TERMS & CONDITIONS:**

1. Interested Tenderer, after studying all the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. The Contractor should acquaint himself with the site conditions prevailing at the place of work. Submission of tender implies that the Tenderer has obtained all the clarifications required and that he shall be deemed to have apprised himself of all the ground conditions at site including weather conditions. **No claim on ground of want of knowledge in this respect will be entertained. No claim for any extra charges consequent upon any misunderstanding or otherwise will be entertained.**
2. **The following tenders will be liable to be summarily rejected:**
  - 2.1 Tenders submitted by Tenderer(s) who resort to canvassing
  - 2.2 Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete in any respect.
  - 2.3 Tenders not accompanied by the required details
  - 2.4 Tenders received late / delayed
3. **If the Tenderer has relations, whether by blood or otherwise, with any of the employees of BVFCL he must disclose the relations in the Form of Declaration attached, at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.**
4. The execution of the work may entail working in all the site and weather conditions and no extra rate will be considered on this account. The Contractor may have to carry out the jobs working round the clock as per BVFCL's requirement to be decided by the Engineer-In-Charge and the Contractor should take this aspect into consideration while formulating his rates to be quoted. No extra claim / overtime shall be paid on this account.
5. **Validity of Contract:**

The job shall be taken up during Annual Turn Around'22 of N – III group of plants. Normally, a notice of 15 days would be given for mobilizing the resources for site. But the party should be able to mobilize at a very short notice (within mobilization period), if required. However, the contract shall remain **valid for a period of 12 (Twelve) months** reckoned from the date of its award.
6. **Escalation in Rates:** The **rates quoted will remain firm till the currency of the contract** and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
7. **Earnest Money Deposit: EMD** is applicable for the vendors who are not registered with MSME/ NSIC and as per central govt. notification no. F-9/4/2020-PPD, all tenderers have to submit bid security declaration.

**MSME/NSIC registered companies shall produce valid copy of registration certificate.**
8. **Security Deposit- 3% of the total contract value will be deducted as security money from the final bill after the completion of job. No interest shall be paid on S.D.**

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9. **Period of Liability:** Tenderer shall stand **guarantee for** the work done for trouble free operation for a period of **6 months from the date of completion of work**. Any damage or defect or other faults that may arise or lie undiscovered at the time of issue of completion certificate, or appear within the defect liability period after virtual completion of the work, occurring, in the opinion of the owner, due to material or workmanship not being in accordance with the contract, shall, upon the directions of the owner in writing and within such reasonable period specified therein, be rectified by the Contractor most expeditiously at his own cost; or, in case of default, BVFCL may get the same rectified/made good by other workmen and deduct expenses from any sums that may be there or at any time thereafter that become due to the Contractor or may recover from his security deposit. BVFCL shall be under no obligation to accept / entertain any claim / demand whatsoever on this behalf. The **workmanship guarantee for rectified portion of work shall commence with effect from the date of rectification for a subsequent period of 6 (six) months of the balance period** as stated above, whichever is later.

The Contractor shall be responsible for the proper workmanship and shall not be relieved of his obligation in this regard just because BVFCL did not raise any objection during the progress of the work. The decision of the Owner regarding treatment on bad workmanship shall be final, binding and conclusive.

**Any defect noticed during various stages of inspection, while the work will be under progress as per scope, shall be rectified/made good by the Contractor to the satisfaction of BVFCL before proceeding further. Irrespective of the inspection, repair and approval at intermediate stages of work, the Contractor shall be responsible for making good any defect found during final inspection and guarantee period.**

10. **Sub-Contracting:** Sub-Contracting of the work or part thereof will **not be allowed** without prior permission of the owner, i.e., BVFCL, Namrup **and this shall be a ground for termination of the contract.**
11. If the Contractor fails to fulfill his obligations under the contract BVFCL shall have the right to get the work done by the agency other than the Contractor, **at the Risk and Cost of the Contractor**, till the expiry of the period of contract.
12. **Termination of Contract:**
- If the Contractor becomes unable to execute the work, any loss incurred by the company in this respect will be to the Contractor's account. The company may also **terminate the contract after giving a 1(One) day's notice in writing**, if, in its opinion, the work under the contract is not being executed to its satisfaction:

**or**

- 12.1 If, at any time, the Contractor makes default in proceeding with the work / job with due diligence and continues to do so after giving in writing a notice of 1 day by the Engineer-In-Charge,

**or**

- 12.2 If the Contractor persistently disregards the instructions of Engineer-In-Charge or fails to take steps to employ competent or additional staff required or commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take steps to remedy it within 3 days after notice in writing is given to him by the Engineer-In-Charge

**or**

- 12.3 If the Contractor assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority

**or**

- 12.4 If the Contractor abandons the contract

**or**

- 12.5 If the Contractor becomes bankrupt / insolvent.

BVFCL shall have right to get the leftover jobs done by alternative agencies at the **Risk & Cost of the Contractor** besides other legal remedies available to it.

13 **Terms of Payment:**

- 13.1 97% of value of completed work shall be released, after successful completion of the job and raising of invoice by the party in triplicate subject to recovery if any. Rest 3% will be kept as security money. However, 100% payment is subject to fulfillment of **Security Deposit-Cum-Performance/Workmanship Guarantee**.
- 13.2 All the statutory taxes and duties shall be paid extra, as applicable, to tenderer / deducted from tenderer's bills, as the case may be, at usual and prevailing rates. Income Tax however shall be deducted from bills.
- 13.3 GST, if and as applicable, shall be paid at usual and admissible rate on production of copy of valid GST Registration Certificate issued by appropriate Authority.

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**Penalty:** In the event that the work is not completed according to the time schedule, the Contractor shall have to pay **Penalty to BVFCL @ of 0.5 % of the total value of work for delay of every week or part thereof subject to a ceiling of 7.5 % of the total value of the work.**

- 14 **Tax Deduction at Source:** Statutory deduction on account of **Income Tax / Works Tax & other Taxes on Works Contracts**, if and as admissible, shall be made from the Contractor's bills at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws in force in the state of Assam, at the time of release of payment to the Contractor.
- 15 **Income Tax Permanent Account Number (I-Tax PAN):** The Tenderer shall mention in his tender the new series Permanent Account Number allotted by the Income Tax Authorities.
- 16 **Engineer-In-Charge:** The Engineer In-Charge shall have general supervision and direction of the work. He shall have the authority to stop the work whenever such a stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all work, direct the application of forces to any portion of the work as, in his judgment, is required and order force increased or diminished and to decide disputes which arise in the execution of the work. The Engineer-In-Charge reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the Contractor may appeal to the Engineer-In-Charge whose decision shall be final and binding. **The decision of the Engineer-In-Charge of Brahmaputra Valley Fertilizer Corporation Limited shall be final as regards all matters relating to this Tender including those for determining the category of work with reference to material of an item not mentioned in the Scope of Work.**
- 17 The Contractor may employ such employees / labourers as he may think fit. Such employees would be the employees of the Contractor for all-purposes and shall not be deemed to be in the employment of BVFCL for any purpose whatsoever. The Contractor shall adhere to all the Laws, Rules and Regulations concerning employment or service conditions of his employees that may be in force from time to time. If under any eventuality BVFCL is held liable or responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid Rules, Regulations & Laws or held liable or responsible to the employees of the Contractor in respect of any matter whatsoever and is called upon to make payment on that account the Contractor shall reimburse BVFCL the same as also any other expenses, costs & charges incurred by BVFCL in any proceedings or litigation arising out of any claim, demand or act on the part of the Contractor. BVFCL shall be entitled to claim damages or compensation from the Contractor in that event. BVFCL shall also be entitled to recover the aforesaid amount from the money that may become due and payable to the Contractor.
- 18 **Contractor to Remove Unsuitable Employees:** The Contractor shall, on instruction of the Engineer-In-Charge, immediately remove from the work any person employed therein who misbehaves or causes nuisance or otherwise, in the opinion of the Engineer-In-Charge, is not a fit person to be retained in the work. Such person shall not be again employed or allowed to be engaged in the work without the prior written permission of the Engineer-In-Charge.

- 19 The Contractor shall be liable to the company for any Omission or Commission on his part or on the part of his employees causing any loss, damages or inconvenience to the plant/company. It shall be understood by the Contractor that in the event of any losses/damages caused to the owner due to the reasons whatsoever within his control and that the same losses/damages are proved the Contractor shall compensate for/make good all the consequential losses/damages to the owner without any protest & demur. These losses/damages shall be over and above the other claims/damages to which the owner is entitled to be compensated for under the contract or the course of law.
- 20 **Loss to Plant during Execution:** Any damage or loss caused to the plant, equipment etc., during execution of this contract by the Contractor's employees will be made good by the Contractor at his own cost and risk.
- 21 The Contractor shall pay the wages to the workmen directly without the intervention of any Jamadars or Thekedars and the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages due to the workmen.
- 22 The Contractor shall ensure that the payment of the minimum wages to the labourers, as specified by Government from time to time, shall be made in accordance with the Minimum Wages' Act. **Upward revision of Minimum Wages from time to time shall be deemed to be inbuilt in the rates quoted by the Contractor.** If, at any time, it is noticed or it comes to knowledge that the payment to the labourers employed by the Contractor is not made in accordance with the Minimum Wages Act, BVFCL shall reserve the right to take remedial action to regulate the payments.
- 23 The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under & amended from time to time.
- 24 In case of non compliance, by Contractor, with any of the conditions / provisions contained in E.P.F. Act, 1952 as amended from time to time, BVFCL shall reserve the right to provisionally retain 24% of the Contractor's payment towards employees' and employer's contributions of PF which may be released only after verification of Challan by Engineer-In-Charge against deposit of PF Contribution.
- 25 **Provident Fund Account Number (PF A/c. No.):** The Contractor shall mention the Account Number allotted by the Provident Fund Authorities in his Tender as per statutory requirements.
- 26 The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor shall be required to comply with all statutory provisions, from time to time, during the tenure of the contract.
- 27 **Workmen's Compensation / Insurance:**
- 27.1 In every case in which, by virtue of the provisions of Section 12, sub-section I of the Workmen's Compensation Act, 1923 or any other law for the time being in force, BVFCL is obliged to pay compensation to a workman employed by the Contractor in execution of the work, BVFCL will recover the amount of compensation so paid from the Contractor's bill.
- 27.2 The Contractor will be solely responsible for any liability to his workers in respect of any accident, injury arising out of and in the course of contractor's employment. **To meet his aforesaid obligations under the Workmen's Compensation Act the Contractor will obtain Cover Note under Workmen's Compensation Policy from Insurance Company in respect of persons employed by him for carrying out his work and obligations under the agreement.** The premium payable to the aforesaid Insurance Policy shall be borne by the Contractor. The Contractor shall ensure that the said Insurance Policy remains valid till the expiry of the contract.
- 27.3 **The contractor shall be required to submit Photocopy of this Insurance Cover to BVFCL immediately after the issue of L.O.I. / W.O. but before commencement of the work.** Payment against the work done will not be released to the Contractor until and unless photocopy of the Insurance Cover is submitted to BVFCL.

Cont...



- 28 The Company will not be held responsible for any injury sustained by the workers of the Contractor during execution of the above contract or any damage/compensation due to any dispute arising between the Contractor and his workers. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the sole responsibility of the Contractor. BVFCL under the Contract will recover, from his dues payable, any other expenditure incurred to resolve the situation arising out of negligence on the part of the Contractor.
- 29 The Contractor shall indemnify and keep BVFCL indemnified against all losses and claims for injuries or damages occurred to any person or property of BVFCL which may arise out of the consequences of executing the work either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto.
- 30 The Contractor shall, at all times, keep BVFCL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Equal Remuneration Act 1976, Workman's Compensation Act 1923, Employees' Liability Act 1938, Employment of Child Labour Act 1938, Abolition of Bonded Labour Act and Contract Labour (Regulation & Abolition) Act 1970 or any other Act(s) regulating the employment of labour by the Contractor.
- 31 The Contractor shall ensure that all the formalities that need to be completed under the existing laws of India for and/or in connection with engagement/employment of labourers are fulfilled. BVFCL shall be under no obligation to accept / admit any claim on this behalf.
- 32 The Contractor engaging 10 (ten) or more workmen shall have to obtain a Labour License under the provisions of Contract Labour (R&A) Act, 1970 from the Labour Department, Govt. of Assam and photocopy of the same shall have to be submitted along with tender documents in Envelop No.-II or before commencement of the work.
- 33 **Alterations, Omissions, Additions Or Substitutions of Work:**
- 33.1 BVFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original specifications and instructions which may be considered necessary, during the progress of work, and the Contractor shall carry out the work in accordance with any instruction that may be given to him in writing duly signed by the Engineer-In-Charge. Such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional or substituted work, which the Contractor may be directed to do in the manner specified above as a part of the work, shall be carried out by the Contractor on the same conditions in all respects at which he has agreed to do the main work.
- 33.2 If the rates for additional, altered or substituted work are specified in the contract for the work, the Contractor shall be bound to carry out the additional, altered or substituted work at the same rates as per specifications in the rate contract for that work.
- 33.3 In the event that the extra or substituted items of work do not fall in the above category the cost will be calculated on the basis of actual labour and consumable materials utilized for extra items. The quoted rates will be inclusive of Overheads and Profit. **The Engineer-In-Charge will assess the quantum of Labour and consumable materials used and his decision in this respect will be final and binding upon the Contractor. The Contractor will be required to obtain BVFCL's prior approval for rates payable to him for such extra items.**
- 33.4 In case the Contractor fails to do the extra and / or the substituted work, BVFCL will have the **option to get the work done through another agency at the Contractor's Risk and Cost as per Clause No. 12 of General Terms & Conditions.**

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- 34 **Preservation of Free Issue Material:** All materials issued to the Contractor by the Owner shall be preserved against deterioration while under Contractor's custody. Any damage / losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the Contractor and he shall be liable to compensate BVFCL for the losses at penal rates to be determined by the Engineer-In-Charge with reference to the rates charged for the purpose of recovery and shall be final and binding on the Contractor.
- 35 **Handling during Execution:** The parts supplied for installation / scaffolding material for execution of job shall be handled with utmost care. Any damage or loss caused to items during shifting / execution of this contract will be made good by the Contractor at his own cost and risk.
- 36 **Safety Regulations:** The Contractor shall strictly follow and abide by all the Fire and Safety Regulations of BVFCL. Before starting maintenance work the Contractor shall consult BVFCL's Safety Officer or the Engineer-In-Charge, if the Safety Engineer is not available, and familiarize himself with such regulations copies of which will be furnished to him by BVFCL on request. He shall be responsible for, and must rectify/make good, to the satisfaction of the BVFCL, any loss or damage, due to fire, caused to any portion of the work to be done under the agreement or to any of the BVFCL's existing property.
- 37 **All the accidents, if any, occurred to Contractor's staffs will be reported to the Safety Officer promptly.** This however will not relieve the Contractor of any other statutory obligations. The Contractor shall not undertake any hot job without Safety Work Permit. **He has to maintain First Aid Box in his office. Also, necessary Safety and Protective Equipments like Helmets, Hand Gloves, Face Shields, Safety Belts etc. are to be provided to his workmen by the Contractor.** However, Special Safety Equipment, if any, needed as per requirement of the job shall be provided by BVFCL free of cost.
- 38 **Force Majeure:** The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor BVFCL shall be considered to be in default in the performance of their 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, Cyclone, Wind, Flood, Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons, or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond reasonable control of the parties hereto, or because of any Act of God.** The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of **Force-Majeure lasting continuously for a period of three months**, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.
- 39 **Conciliation & Arbitration:**
- 39.1 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 contract or out of matters related to the contract 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 arbitration in accordance with the ICADR Arbitration Rules, 1996. Under such case, authority to appoint Arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution'.
- 39.2 The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.
- 39.3 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.

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- 40 The contract shall be **governed by and construed in accordance with the Laws of India** and provisions of various Labour Laws like Factories Act 1948, Industrial Disputes Act 1947, Contract Labour (Regulation & Abolition) Act 1970, Maternity Act 1961, Workmen's Compensation Act 1923, Payment of Wages Act 1936, Minimum Wages Act 1948, Employee's Provident Funds & Misc. Provisions Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972 etc. and any other Law / Legislation which may be applicable from time to time (The above Acts are only illustrative and not exhaustive).
- 41 **Jurisdiction:** Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of this contract it shall be only the court of competent jurisdiction at Dibrugarh alone (where the contract shall be deemed to have been entered into) to try such suits to the exclusion of all other courts of the country and all causes of action in relation to the contract will therefore be deemed to have arisen within the **Jurisdiction of the Court at Dibrugarh (Assam) only.**
- 42 **Agreement:** The Contractor's responsibility under this contract will commence from the date of issue of the Letter of Intent/Work Order. The Tender Documents, Other Documents exchanged between the Tenderer and BVFCL, the Letter of Acceptance and Work Order shall constitute the Contract. The successful Tenderer shall have to **execute an Agreement** with Brahmaputra Valley Fertilizer Corporation Limited, Namrup **on a non-judicial stamp paper costing ` 100.00 within 10 (Ten) days of the date of receipt/ acceptance of the Work Order or before commencement of work whichever is earlier.** The cost of stamp paper shall be borne by the Contractor. The Agreement to be executed will be in the Agreement Form to be specified by Brahmaputra Valley Fertilizer Corporation Limited. Namrup.

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**INFORMATION REGARDING TENDERER****PROFORMA NO- 1**

|                                                                                |                                                                                                                           |  |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|--|
| <b>A) In case of individual</b>                                                |                                                                                                                           |  |
| i)                                                                             | Name of Business/Firm/Company                                                                                             |  |
| ii)                                                                            | Whether his Business is registered<br>(specify the firm registration number)                                              |  |
| iii)                                                                           | Date of commencement of business                                                                                          |  |
| iv)                                                                            | Whether he pays Income-Tax over Rs.<br>10,000/- per year.                                                                 |  |
| <b>B) In case of Partnership</b>                                               |                                                                                                                           |  |
| i)                                                                             | Name of Partnership                                                                                                       |  |
| ii)                                                                            | Whether the Partnership is registered                                                                                     |  |
| iii)                                                                           | Date of establishment of firm                                                                                             |  |
| iv)                                                                            | If each of the partners of the firm pays<br>Income-Tax over Rs. 10,000/- a year and if<br>not which of them pays the same |  |
| <b>C) In case of Limited Liability Company or Company Limited by Guarantee</b> |                                                                                                                           |  |
| i)                                                                             | Amount of paid up capital                                                                                                 |  |
| ii)                                                                            | Name of Directors                                                                                                         |  |
| iii)                                                                           | Date of Registration of Company                                                                                           |  |
| iv)                                                                            | Copies of the last two years' Balance Sheets<br>of the Company                                                            |  |
| <b>D) Income Tax</b>                                                           |                                                                                                                           |  |
| i)                                                                             | Income Tax Clearance Certificate for<br>previous years.                                                                   |  |

(SIGNATURE OF TENDERER WITH SEAL)

Name : .....

Dated : .....

Place : .....

**DETAILS OF EXPERIENCE****PROFORMA NO-2**

Tenderer shall give information of similar works done during the **past seven years** strictly as per proforma given below:

| Sl. No. | Full particulars of similar work carried out by Tenderer | Value of Contract | Contracted Completion time | Actual completion time | Year of completion | Name & Postal Address of Client |
|---------|----------------------------------------------------------|-------------------|----------------------------|------------------------|--------------------|---------------------------------|
|         |                                                          |                   |                            |                        |                    |                                 |
|         |                                                          |                   |                            |                        |                    |                                 |
|         |                                                          |                   |                            |                        |                    |                                 |
|         |                                                          |                   |                            |                        |                    |                                 |
|         |                                                          |                   |                            |                        |                    |                                 |
|         |                                                          |                   |                            |                        |                    |                                 |
|         |                                                          |                   |                            |                        |                    |                                 |
|         |                                                          |                   |                            |                        |                    |                                 |
|         |                                                          |                   |                            |                        |                    |                                 |

NOTE:- Similar work means unloading & loading, skimming specifically of Desulphurizer/SR/LT/MT/HT/Methanation converter in Nitrogen atmosphere or Synthesis converter catalyst replacement job in Nitrogen atmosphere in Government / Semi Government / other reputed organizations.

Certified that the above information is correct.

(SIGNATURE OF TENDERER WITH SEAL)

Name : .....

Dated : .....

Place : .....

**PRESENT COMMITMENTS****PROFORMA NO. - 3**

Tenderer shall furnish the details of their present commitments strictly as per this Performa.

| Sl. No. | Name of work | Name & address of Client with the name of person under whom the work is being executed | Contract Value | Brief description of work | Contracted date of completion with the date of start of work | % age completed as on date | Expected date of completion of balance work with approx. value of such balance work |
|---------|--------------|----------------------------------------------------------------------------------------|----------------|---------------------------|--------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------|
|         |              |                                                                                        |                |                           |                                                              |                            |                                                                                     |
|         |              |                                                                                        |                |                           |                                                              |                            |                                                                                     |
|         |              |                                                                                        |                |                           |                                                              |                            |                                                                                     |
|         |              |                                                                                        |                |                           |                                                              |                            |                                                                                     |
|         |              |                                                                                        |                |                           |                                                              |                            |                                                                                     |
|         |              |                                                                                        |                |                           |                                                              |                            |                                                                                     |
|         |              |                                                                                        |                |                           |                                                              |                            |                                                                                     |
|         |              |                                                                                        |                |                           |                                                              |                            |                                                                                     |
|         |              |                                                                                        |                |                           |                                                              |                            |                                                                                     |

Certified that the above information is correct.

((SIGNATURE OF TENDERER WITH SEAL)

Name : .....

Dated : .....

Place : .....

**DECLARATION FORM**

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

| <b>Sl. No.</b> | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                       | <b>YES/ NO.</b><br><i>(If Yes, give the following details)</i> |                         |                                   |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------|-----------------------------------|
|                |                                                                                                                                                                                                                                                                          | <b>Name and Designation of the Employee</b>                    | <b>Place of posting</b> | <b>Relation with the Employee</b> |
| 1              | 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. |                                                                |                         |                                   |
| 2              | P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof                                                                                                                                                                             | <b>P.F. Reg. No.</b>                                           |                         |                                   |
| 3              | PAN No. of the Contractor to be intimated along with Documentary Proof thereof                                                                                                                                                                                           | <b>PAN No.</b>                                                 |                         |                                   |
| 4              | MSME/NSIC Certificate No. of the Contractor to be intimated along with Documentary Proof thereof                                                                                                                                                                         | <b>MSME/NSIC No.</b>                                           |                         |                                   |
| 5              | GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof                                                                                                                                                                              | <b>G.S.T. Reg. No.</b>                                         |                         |                                   |

(Signature of Contractor/ Tenderer with SEAL)

Address : -----  
-----  
-----

Place: .....

Date: .....

**Annexure-II**

NIT Ref. NO: N-III/A/PC/I(28)/138

Dated: 17.06.2022

**PRICE BID FORMAT**

**(SPECIMEN COPY ONLY, NOT TO BE QUOTED, TO BE QUOTED IN BOQ ONLY)**

| Sl.No. | DESCRIPTION OF JOB               | Rate | Total Amount(Rs.) |
|--------|----------------------------------|------|-------------------|
| 1      | Cost of Secondary Reformer job   |      |                   |
| 2      | Cost of Desulphurizer job        |      |                   |
| 3      | Mobilization and de-mobilization |      |                   |
| 4      | Total                            |      |                   |
| 5      | GST @ 18%                        |      |                   |
| 6      | Grand Total                      |      |                   |

Total amount in words:

Signature of the Contractor with Date & Seal



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP  
(PRODUCTION DEPARTMENT)

GENERAL INSTRUCTIONS TO TENDERER

1. Up-loaded online Signed & sealed Contract documents consisting of the complete tender document.
2. Tenders which should always be placed online, with the name of the work written on the online envelope (Techno commercial envelope & Price bid envelope).
3. **EMD** is applicable for the vendors who are not registered with MSME/ NSIC and as per Central Govt. notification no. F-9/4/2020-PPD, all tenderers have to submit bid security declaration.
4. The contractor whose tender is accepted will be required to furnish security for the due fulfillment of his/their contract consisting of a deduction of 3% (as per Govt. notification dtd. 12.11.2020) from the payment to be made on account of work done unless otherwise specified in the special conditions if there is any.
5. The intending tenderers are to make themselves thoroughly conversant with the site conditions before submission of their tender and no claim whatsoever on this context shall be entertained.
6. Canvassing in connection with tender is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable to rejection.
7. The tender which do not fulfill any of the above conditions or is incomplete in any respect is liable to be summarily rejected.
8. The acceptance of tender will rest with the General Manager, BVFC Ltd., who does not bind himself to accept the lowest tender and reserved by himself the authority to reject any or all the tenders received without the assignment of any reason.

Signature of Contractor

**GUARANTEE BOND**

**(To be used by approved Schedule Bank)**

1. In consideration of the Brahmaputra Valley Fertilizer Corporation Ltd., a Company incorporated in India having its registered Office at Namrup(Assam) and its works at Namrup (hereinafter called the BVFCL) having agreed to exempt ..... (herein after called "the said contractor(s)" from the demand, under the terms and conditions of an Agreement dated .....(made between.....and ..... for (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.....(Rupees.....only) we.....Bank (hereinafter referred to as "the Bank" do hereby undertake to pay the BVFCL an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the BVFCL by reason of any breach by the Contractor(s) of any of the terms & conditions contained in the said Agreement.
2. We.....Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the BVFCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BVFCL by reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said Agreement of by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We.....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 Agreement and that it shall continue to be enforceable till all the dues of BVFCL under or by virtue of the said Agreement have been realized or BVFCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.
4. We.....Bank further agree with the BVFCL that BVFCL shall have the liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the BVFCL against said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BVFCL or any indulgence by the BVFCL to the said Contractor(s) or by any such matter or thing whatsoever, which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We..... Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BVFCL in writing.

Dated..... Day of ..... 2022.

For ..... Bank.

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED**  
(A Government of India undertaking)  
**NAMRUP P.O. PARBATPUR, DIST: DIBRUGARH.ASSAM.PIN-786623**  
Phone: (0374)2500240. 257001/2 FAX- +91 0374 2500317/2500524  
e-mail : bvfclnam@bsnl. in; Web: www.bvfcl.com

**Annexure-III**

**SPECIAL TERMS & CONDITION OF NOTICE INVITING TENDER**

**1.00 INSTRUCTION FOR TENDERERS**

- 1.01 The tenderers(s) should carefully read and understand all the tender documents before completing the required formalities and quoting the rates etc.
- 1.02 Intending tenderers after studying all the tender documents carefully and after visiting the site for satisfying themselves of the local conditions, if any, before tendering. Submission of tender implies that the tenderers have familiarized themselves with the site and local conditions and have obtained all the clarifications required for the purpose. No claim on ground of want of knowledge in any respect will be entertained. No claim for extra charges consequent to any misunderstanding or otherwise will be allowed.
- 1.03 The tenderers have to upload all the tender documents completed in all respect and duly signed by the contractor online before the end date. **EMD** is applicable for the vendors who are not registered with MSME/ NSIC and as per central govt. notification no. F-9/4/2020-PPD, all tenderers have to submit bid security declaration.
- 1.04 The rate of item should be uploaded in price bid indicating in words as well as in figures.
- 1.05 Tenderer must be enrolled as P.F. member.
- 1.06 Tenderers should produce up to date Labour License at the time of award of job and In-come tax clearance certificate of last three years issued by respective authorities.
- 1.07 The following conditions shall be considered in the evaluation of the quotations:
  - a) The Technical and Commercial Bid of only such tenderers shall be considered who meet the criteria as per NIT documents.
  - b) Price bid of the tenderer meeting the eligibility criteria shall only be opened.
  - c) The contract shall be awarded on composite L-1 basis.
  - d) In case of any variation in the quoted item rates in figures or in words, the item rate(s) written in words shall prevail and total value of contract shall be calculated accordingly.
- 1.08 The following conditions will lead to summary rejection of the tender:
  - a) Tenders that do not fulfill all or any of the condition(s) laid in the NIT or incomplete in any respect.
  - b) Tenders which contains uncalled for remarks or any alternative/ additional condition(s).
  - c) Canvassing in any form.
- 1.09 The tenderer(s) shall / will not be entitled to claim any costs, charges, expenses for / or incidental trip in connection with preparation & submission and subsequent clarification of his tender even if BVFCL decides to withdraw the invitation to Tender or the tender is rejected on any account

**Cont.....**

**2.00 SPECIAL TERMS & CONDITIONS**

- 2.01 The contractors have to abide by all the terms and conditions mentioned in GDCC before filling up the tender documents.
- 2.02 All works are to be done under the strict supervision of the contractor to the entire satisfaction of the Engineer-in –Charge.

3.00 **EARNEST MONEY & SECURITY DEPOSIT**

**EMD** is applicable for the vendors who are not registered with MSME/ NSIC and as per central govt. notification no. F-9/4/2020-PPD, all tenderers have to submit bid security declaration. MSEs of SC/ST owned enterprises shall be given the benefits of exemption on submission of relevant SC/ST certificates, if their registration remain valid at the time of bidding. Condition of prior turnover & prior experience with respect to start-up and micro & small enterprises will be relaxed as per Govt. Policy circular No. 1(2) (1)/2016-MA Dtd. 10/03/2016 & F.20/2/2014-PPD (Pt) Dtd. 20/09/16 subject to meeting of Quality & technical specifications.

**Tender paper cost** is applicable for the vendors who are not registered with MSME / NSIC.

The tenderer having NSIC/MSME certificate must submit their certificates. The 3% security deposit will be deducted from the final bill of the bidder to whom the work order will be issued. No interest will be earned by the contractor against security deposit.

4.00 **QUOTATION OF RATES**

The tenderers must quote their rates online on the price bid format.

The item rates will remain firm during the pendency of the contract and no escalation in item rates will be admissible.

- a) The contractor must pay at least minimum wage to their engaged contract labor as per the guidelines of chief labour commissioner (C), ministry of labour and employment government of India.
- b) Tenderer(s) should mention in their Technical and Commercial bid about the payment of GST.

**5.00 Terms of Payment:**

- 5.1 97% of value of completed work shall be released after successful completion of the job on raising of invoice by the party in triplicate subject to recovery (if any). The 3% of the total amount so deducted will be kept as the security money. However, 100% payment is subject to fulfillment of **Security Deposit-Cum-Performance/Workmanship Guarantee as in noting at clause no 8.00 of General Terms & Conditions.**
- 5.2 All the statutory taxes and duties shall be paid extra, as applicable, to tenderer / deducted from tenderer's bills, as the case may be, at usual and prevailing rates. Income Tax however shall be deducted from bills.
- 5.3 GST, if and as applicable, shall be paid at usual and admissible rate on production of copy of valid GST Registration Certificate issued by appropriate Excise Authority.

**Penalty:** In the event that the work is not completed according to the time schedule, the Contractor shall have to pay **Penalty to BVFCL @ of 0.5 % of the total value of work for delay of every day or part thereof subject to a ceiling of 7.5 % of the total value of the work.**

- 5.4 **Tax Deduction at Source:** Statutory deduction on account of **Income Tax / Works Tax & other Taxes on Works Contracts**, if and as admissible, shall be made from the Contractor's bills at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws in force in the state of Assam, at the time of release of payment to the Contractor.

6.0 **GUARANTEE**

In case the vendor fails to achieve the aforesaid guarantee performance (as per the clauses of scope of work) the same shall be rectified within 30 days failing which BVFCL can terminate the contract and forfeit the 3% security deposit.

Cont.....

**7.0 CONTRACT LABOUR ACTS ETC.**

- 7.01 The tenderers must be licensed contractor under “Contractor Labour (Regulation Abolition) Act 1970” or they should produce a certificate from Labour Department to the effect that are not covered by the Contract Labour Act. The bidders should have to submit valid Labour License (Central) against the job award prior to execution of job.
- 7.02 The tenderers shall abide by all the provisions of Contract Labor (Regulation and Abolition Act’ 1970) Minimum Wages Act , 1940.Factories Act , 1948, Industrial Dispute Act., 1947, Payment of wages Act.,1936, Workmen’s Compensation Act, 1923 and their respective rules framed under each of the said Acts from time to time and also other Labour Acts and Rules applicable to the tenderers and that in case the tenderers fail to do so, the Corporation shall have the right to deduct from the tenderers bill , the expenses which are to be incurred in connection with any claim from any party including the labour engaged by the contractor.
- 7.03 The contractor has to maintain a Register of his labourers with the particulars shown in the proforma to be supplied for implementation of the provisions of contract labour (Regulation and Abolition) Act, 1970.
- 8.00 **COMPLETION PERIOD**  
The duration of contract shall be 7 (seven) days effective from the date of actual start of work, which will be intimated to the contractor well in advance to enable him to mobilize his resource.
- 9.00 **TOOLS AND ACCOMODATION**  
The contractor shall make his own arrangement for providing for accommodation, tools, and tackles etc for his staff. Such facilities will not be provided by BVFCL. However, BVFCL will provide guest house accommodation on payable basis on bidder’s request.
- 10.00 **SAFETY MEASURES**
- 10.01 The contractor has to provide all necessary safety tools /equipments/accessories to his staff working at site as required under safety regulation of the factory.
- 10.02 Treatment of injuries or accidents to the contractor’s labourer shall have to be arranged by the contractor at his own cost and risk. BVFCL will only provide first aid at the corporation’s hospital. The contractor and his labourers must comply with all safety rules and health regulations.
- 10.03 The contractor has to obtain safety permits from competent authority for working in hazardous conditions and all safety rules should be followed strictly.
- 10.04 The contractor shall have to make an ex-gratia payment of Rs. 1000/-(Rupees one Thousand only) to the dependents of labourers in the event of the labourer’s death occurring while on duty. This payment will be made by BVFCL immediately and will be recovered from the bill of the contractor.
- 10.05 No medical facilities will be provided to the contractor’s labourers free of cost except First Aid.
- 11.00 **STANDARD MATERIAL TO BE USED**
- 11.01 All the materials to be used in execution of work shall be of standard make unless otherwise specified and shall strictly comply with current appropriate Indian Standard specifications or of such specifications as required .The contractor shall produce the sample of each article and obtain prior approval of the Engineer in charge in writing.
- 12.00 **FORCE MAJEURE**
- 12.01 Neither the contractor nor corporation shall be considered in default in performance of their obligation hereunder if such performance is prevented or delayed because of war, hostilities, revolution, earthquake, proclamation, regulation or ordinance of any Govt., or any sub-division thereof or any act of God or any other cause beyond the reasonable control of the party affected.
- 12.02 Should one or both parties be prevented from fulfilling contractual obligation by a state of force majeure lasting continuously for a period of six months, the two parties shall mutually decide the future course of action regarding the continuance of work.

Cont.....

**13.00 ARBITRATION**

- 13.01 Except otherwise provided in this contract, all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties thereto, touching the construction, meaning or operation or effect of the contract or out of matters related to the contract 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 ICADR Arbitration Rule, 1996. Under such case, authority to appoint Arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution '.

The Arbitration proceedings shall be governed by the Indian ICADR Arbitration rules, 1996.

Both parties shall continue to fulfill their respective obligations under the CONTRACT during the arbitration proceedings.

The venue of arbitration shall be Namrup / New Delhi, India.

- 13.02 Subject to the aforesaid provision of the Arbitration rule or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply for arbitration proceedings under this clause.

- 13.03 The award of the arbitrator shall be final, conclusive and binding on all the parties to this contract.

**14.00 LAW GOVERNING THE CONTRACT**

- 14.01 This contract shall be governed by the Indian laws for the time being in force.

**15.00 DECLARATION OF THE TENDERER:**

- 15.01 I/We declare that I/we have read the above instructions/special terms and conditions etc. and have understood the same well and are in agreement with the above.

Signature of the Tenderer

(Non-blacklisting)

This is to certify that \_\_\_\_\_ (CONTRACTOR'S FIRM/ COMPANY) has not been blacklisted nor business has been banned by any Central / State Government (incl. its department/agency)/BVFCL, Namrup or was declared ineligible by the Government of India/State/UT Government/BVFCL, Namrup for corrupt and fraudulent practices as on the date of submission of the bid.

Signature

(Contractor / Authorized Signatory)

Name of Signatory:

Bidder Name:

Seal:

Date:

Place:

**Self Declaration**

(Non-conviction in courts of law)

This is to certify that \_\_\_\_\_ (CONTRACTOR'S FIRM/ COMPANY- including its proprietors/partners/directors) has not, at any time during the period of five years immediately preceding the date of this declaration, been convicted by any court in India for any offence involving moral turpitude and sentenced in respect. Further, that no proceedings in respect of any criminal offence alleged to have been committed by me are pending before any court in India for fraud, dishonesty and moral turpitude. The undersigned also declares that no warrant or summons for my appearance, and no warrant for my arrest, has been issued by a court under any law for the time being in force, and that my departure from India has not been prohibited by order of any such court.

Signature

(Contractor / Authorized Signatory)

Name of Signatory:

Bidder Name:

Seal:

Date:

Place:



**Bid Security Declaration**

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:

## **INTEGRITY PACT**

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

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

AND

\_\_\_\_\_ Hereinafter referred to as “The Bidder/Contractor”

### **PREAMBLE**

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

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

#### **Section: 1 – Commitments of the Principal.**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled.
  - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section: 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

**If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.**

### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## **Section 5: Previous Transgression**

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

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

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

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

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

## **Section 8: Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, BVFCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform Chairman & Managing Director, BVFCL and recuse himself/herself from the case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman & Managing Director, BVFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
9. If the Monitor has reported to the Chairman & Managing Director, BVFCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, BVFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word “Monitor” word include both singular and plural.

#### **Section 10: Pact Duration**

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

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

#### **Section 11: Other Provisions**

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

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place\_\_\_\_\_ Date\_\_\_\_\_

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

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Witness 2:

Witness 2:

(Name & Address)

(Name & Address)

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