

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

Phone: +91 [374] 2507164; FAX: +91 [374] 2500317; e-mail: bcsarkar@bvfc.co.in or www.bvfc.co.in

NOTICE INVITING TENDER NO. : N-II/AP-II/P/1(18)/287

Dated: 07.05.2021

NAME OF WORK	: “Unloading and loading of 43.56 M ³ (49.66 MT) of Catalyst from HT CO Shift Converter along with 2.92 M ³ (5.84 MT) of Alumina balls of various sizes, segregation of alumina balls from the unloaded lot and reload into the Converter along with fresh catalyst”
DATE OF ISSUE	: 07.05.2021
MODE OF NIT	: E-PLATFORM (ONLINE) OPEN TENDER
TYPE OF BID	: Two- bid system (Techno Commercial-bid and Price Bids)
LAST DATE OF SUBMISSION	: 07.06.2021 up to 3.00 PM
TECHNICAL BID OPENING	: 07.06.2021 at 03:30 PM
PRICE BID OPENING	: After scrutiny of Technical bid
COST OF TENDER PAPER	: Rs. 500.00
EARNEST MONEY DEPOSIT	: Rs. 12072.00
COMPLETION PERIOD	: 10 (ten) days.

BVFCL invites Online tenders under two-bid system (Techno-Commercial bid and Price bid) from experienced, financially sound Contractors having valid Labour License (Central), Provident Fund code number and GST Registration number as per contract labour (Regulation & Abolition) Act., 1970 and amended from time to time for “Unloading and loading of 43.56 M³ (49.66 MT) of Catalyst from HT CO Shift Converter along with 2.92 M³ (5.84 MT) of Alumina balls of various sizes, segregation of alumina balls from the unloaded lot and reload into the Converter along with fresh catalyst”

This bid is issued under National competitive bidding for preparation, submission of bids, evaluation and comparison.

NIT is available on www.bvfc.etenders.in through www.mstcecommerce.com / www.mstcindia.co.in , contact e-mail id pchitrnanjan@mstcindia.co.in, sroy@mstcindia.co.in & mstceghy@gmail.com and also Notice on Government web site www.tenders.gov.in and BVFCL website www.bvfc.co.in. The interested parties may download the tender documents from websites. Parties are advised to upload scan copy of separate Demand Draft or Challan against EMD payable to BVFCL, Namrup at SBI / UCO Bank, Namrup.

Kindly acknowledge the receipt of the Tender documents.

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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 31st 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, ending 31st March 2020 should be at least 30% of the estimated cost.
- iii) Party should have past experience of having successfully completed similar works during last 7 to 10 years and he should have to submit successfully completed experience certificate of the same job i.e. catalyst unloading and loading of Primary Reformer tubes of Ammonia Plant/ Primary Reformer of any other plants as the job is of critical nature. This is also applicable to MSME/NSIC as well.

Experience of having successfully completed catalyst replacement job should be either of the following:

- a) Three catalyst replacement job completed of similar nature completed works costing not less than amount equal to 40% of the estimated cost.
or
- b) Two catalyst replacement job completed of similar nature completed works costing not less than amount equal to 50% of the estimated cost.
or
- c) One catalyst replacement job completed of similar nature completed works 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 tenderer should carefully read and understand the clauses of G.D.C.C. before filling up the tender documents.
- v) The contractor should visit 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) issued by the concerned authority/department
- 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 Demand Draft / Bank pay order (available on our website) or NSIC/MSME Certificate under "Single Point" registration scheme in lieu of EMD.

The EMD may be submitted in the form of DD/ Bank Pay order drawn on SBI/ UCO Bank/ United Bank of India in favour of Brahmaputra Valley Fertilizer Corporation Limited payable at Namrup.

The EMD must reach the office of the CE (Chem), BVFCL Namrup within 5 Days of online opening date of the Techno-commercial Bids.

- xii) The tenderers have to upload the scanned copies of complete tender documents (along with Self declarations and A & 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. BVFCL may conduct e-reverse auction through service provider M/s MSTC Ltd. Bidders have to confirm their acceptance.
 4. MSMEs shall be given the benefits of issue of tender documents free of cost, exemption from submission of
 - A) Earnest money deposit, price preference, etc. as per Govt. Guidelines.
 - B) SC/ST owned enterprises shall submit relevant SC/ST certificates and registration should remain valid at the time of bidding.
 - C) 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.
 5. 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).

6. From MSTC, Mr. Subhajit Roy, **Mobile: 7501524754. Tel No.: 0361-2221199**, email: sroy@mstcindia.co.in will be the Nodal Officer for all the e-Procurement related activities of BVFCL.

As per the agreement signed between BVFC Ltd and MSTC Ltd, the following is the terms on the Transaction Fee:

SL. 7 (a) MSTC shall collect transaction fees at the rate of 0.05% of the estimated value of procurement per event from all the participating vendors subject to a minimum of Rs. 1,000/- and maximum of Rs 15,000/- per event per vendor.

(e) The GST or any other statutory charges on the transaction fees shall be payable extra by the vendor(s).

Hence, with reference to the above clause, the vendors may submit the payment to MSTC Ltd on participation in the NIT. The Registration of digital signature with MSTC Ltd is free:

“Payment of Transaction fees of Rs 1180.00 (0.05% of estimated value) including GST (Rupees One thousand one hundred and eighty) through NEFT/RTGS/IMPS in favour of MSTC Limited:

A/C No: 201001334297

IFS Code: INDB0000038

IndusInd Bank Limited

Branch: Guwahati Branch

Address: G.S. Road, Bhangagarh, Kamrup District, Guwahati - 781005 Assam

Vendors must email (pchitranjan@mstcindia.co.in, sroy@mstcindia.co.in and nmathur@mstcindia.co.in) the receipts of Transaction Fee payment along with Tender Event No from their registered email ID.”

INTEGRITY PACT.

Bidders will 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 is rejected. Details regarding Integrity Pact can be viewed on our website: www.bvfcl.co.in

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

- 1) Dr. S.K.Panda , e-mail : sanjaypandaias@gmail.com
- 2) Sri Abhay Kumar Khanna, e-mail : abhaykhanna43@yahoo.com

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.

7. In case of holiday or bandh day the next working day shall be considered for opening of the tender.

The tenderer(s) should carefully read and understand all the pages of NIT including terms & conditions and be satisfy him before completing 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

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.

NIT NO.: N-II/AP-II/P/1(18)/287

Dated: 07.05.2021

Sub: “Unloading and loading of 43.56 M³ (49.66 MT) of Catalyst from HT CO Shift Converter along with 2.92 M³ (5.84 MT) of Alumina balls of various sizes, segregation of alumina balls from the unloaded lot and reload into the Converter along with fresh catalyst”

Having fully understood the condition of the contract, specification for the above work as detailed in your **Ref: NIT NIT NO.: N-II/AP-II/P/1(18)/287 Dated: 07.05.2021** 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 change 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 nonrefundable & nontransferable.

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: _____

SCHEDULE OF WORK AND QUALITY

NIT NO.: N-II/AP-II/P/1(18)/287

Dated: 07.05.2021

Name of work :- “Unloading and loading of 43.56 M³ (49.66 MT) of Catalyst from HT CO Shift Converter along with 2.92 M³ (5.84 MT) of Alumina balls of various sizes, segregation of alumina balls from the unloaded lot and reload into the Converter along with fresh catalyst”

1. Scope of work :-

- i) Required temporary shed of adequate size to be made to facilitate cleaning / screening / segregation operation and to avoid exposure of catalyst, Alumina Balls from rain water.
- ii) 43.56 M³ (49.66 MT) of fresh catalyst and 2.92 M³ (5.84 MT) of alumina balls to be shifted from MM stores to Plant site (vehicle and driver will be provided by BVFCL).
- iii) Cleaning / air blowing / screening of fresh catalyst & Alumina Balls.
- iv) Catalyst to be unloaded manually along with Alumina balls from High Temperature Shift Converter and the same to be segregated.
- v) Loading of fresh catalyst along with Alumina Balls after screening (catalyst & fresh / segregated Alumina balls) into HT Shift Converter.

(Quantities of items i.e. Catalyst, Alumina balls etc. as mentioned above)
- vi) Consumable items like rope, G.I. buckets, Tarpaulin, hand gloves, pulleys etc. are to be arranged by the contractor for carrying out the entire jobs.
- vii) Spent catalyst to be packed in drums and area to be cleaned thoroughly after completion of the job as per the requirement. The packed drums of spent catalyst to be kept in place shown by BVFCL Engineer i.e. at MM department's store (vehicle and driver will be provided by BVFCL).
- viii) Job to be carried out in three shifts (Morning, Evening & Night) and the entire job is to be completed within maximum of 10 (ten) days.
- ix) 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.

TENDER DOCUMENTS

FOR

“ UNLOADING AND LOADING OF 43.56 M³ (49.66 MT) OF CATALYST FROM HT CO SHIFT CONVERTER ALONG WITH 2.92 M³ (5.84 MT) OF ALUMINA BALLS OF VARIOUS SIZES, SEGREGATION OF ALUMINA BALLS FROM THE UNLOADED LOT AND RELOAD INTO THE CONVERTER ALONG WITH FRESH CATALYST”

NIT NO.: N-II/AP-II/P/1(18)/287

Dated: 07.05.2021



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED: NAMRUP

**PRODUCTION DEPARTMENT
AMMONIA-II
BVFCL, NAMRUP**

(TECHNICAL & SPECIAL CONDITIONS)

SCOPE OF WORK AND CONDITION

- 1 Required temporary shed of adequate size to be made to facilitate cleaning / screening / segregation operation and to avoid exposure of catalyst, Alumina Balls from rain water.
- 2 43.56 M³ (49.66 MT) of fresh catalyst and 2.92 M³ (5.84 MT) of alumina balls to be shifted from MM stores to Plant site (vehicle and driver will be provided by BVFCL).
- 3 Cleaning / air blowing / screening of fresh catalyst & Alumina Balls. The cleaning is to be done as per instructions by BVFCL site engineer.
- 4 The top cover flange, manholes and hand holes of the Converter will be opened and boxed up by M/s. BVFCL. Normally working platforms and ladders are available near the Converter. The contractor is to make and dismantle any temporary platform that may be needed for execution of the jobs with his own materials.
- 5 Catalyst to be unloaded manually along with Alumina balls from High Temperature Shift Converter and the same to be segregated.
- 6 Loading of fresh catalyst along with Alumina Balls after screening (catalyst & fresh / segregated Alumina balls) into HT Shift Converter. (Quantities of items i.e. Catalyst, Alumina balls etc. as mentioned above)
- 7 Consumable items like rope, G.I. buckets, Tarpaulin, hand gloves, pulleys etc. are to be arranged by the contractor for carrying out the entire jobs.
- 8 Spent catalyst to be packed in drums and area to be cleaned thoroughly after completion of the job as per the requirement. The packed drums of spent catalyst to be kept in place shown by BVFCL Engineer i.e. at MM department's store (vehicle and driver will be provided by BVFCL)
- 9 Job to be carried out in three shifts (Morning, Evening & Night) and the entire job is to be completed within maximum of 10 (ten) days.
- 10 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.
- 11 Power and water will be supplied by BVFCL free of cost at a point near to the site.
- 12 The jobs are to be completed within 10 (ten) days.
- 13 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.
- 14 The catalyst unloading and loading has to be to the satisfaction of BVFCL. After the completion of job, the area to be cleaned by the contractor.
- 15 The contractor will bring Consumable items like rope, G.I. buckets, Tarpaulin, hand gloves, pulleys etc. are to be arranged by the contractor for carrying out the entire jobs.
- 16 The party should take adequate care while executing the job against any possible damage of the equipment due to faculty catalyst unloading and loading operation. The contractor will have to compensate in case of any such damage.

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- 17 The contractor will quote his rates on per job basis and inclusive/exclusive of GST.
- 18 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.
- 19 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.
- 20 The contractors will be intimated 20(twenty) 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, will all his equipments and his personnel, is available at site well in time.
- 21 The tenderers have to upload all the tender documents completed in all respect and duly signed by the contractor online before the end date. As the tenderers holding NSIC/MSME certificates are exempted from tender paper cost, so they have to send the documents completed in all respect and duly signed by the contractor should be sealed in a cover super scribing the Tender No., name of work, date of opening and addressed to the concerned officer along with the name and address of contractor.

CE (Chem),
BVFCL, Namrup
P.O. Parbatpur
Dist: Dibrugarh (Assam)
Pin: 786623

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/Earnest Money Deposit
 - 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 restoration of N – II group of plants. Normally, a Notice of 20 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:** The Tenderer should make a deposit of ` 12,072/- (Rupees twelve thousand seventy two only) only as Earnest Money in the form of either an A/c Payee Demand Draft, drawn on State Bank of India in favour of "Brahmaputra Valley Fertilizer Corporation Ltd., Namrup" payable at Namrup Branch (Branch Code: 0223) or in the form of SBI Bank payment challan which shall be obtained from BVFCL website in "Download link" and the original copy of the bank payment challan(s) shall be attached along with the bid document. Earnest Money Deposit should accompany the tender in a separate envelope without which tender will not be opened and it will be considered as rejected.

Bank guarantee as E.M.D in place of Demand draft shall not be entertained.

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 E.M.D. and 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.

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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.

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.

Contd...

- 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.
- 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.**
- 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,**

Contd..

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:**

38.1 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'.

38.2 The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.

38.3 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.

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.

A) In case of individual		
i)	Name of Business/Firm/Company	
ii)	Whether his Business is registered (specify the firm registration number)	
iii)	Date of commencement of business	
iv)	Whether he pays Income-Tax over Rs. 10,000/- per year.	
B) In case of Partnership		
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 Income- Tax over Rs. 10,000/- a year and if not which of them pays the same	
C) In case of Limited Liability Company or Company Limited by Guarantee		
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 of the Company	
D) Income Tax		
i)	Income Tax Clearance Certificate for previous years.	

(SIGNATURE OF TENDERER WITH SEAL)

Name : -----

Dated : -----

Place : -----

DETAILS OF EXPERIENCE

Tenderer shall give information of similar works done during the **past seven years** strictly as per Performa 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 and loading of catalyst in HTS Converter/LTS Converter/Secondary Reformer/Methanator 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

<i>Sl. No.</i>	<i>DESCRIPTION</i>	<i>YES/ NO. (If Yes, give the following details)</i>		
		<i>Name and Designation of the Employee</i>	<i>Place of posting</i>	<i>Relation with the Employee</i>
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	<i>P.F. Reg. No.</i>		
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof	<i>PAN No.</i>		
4	VAT Registration No. of the Contractor to be intimated along with Documentary Proof thereof	<i>VAT Reg. No.</i>		
5	GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof	<i>S.T. Reg. No.</i>		

(Signature of Contractor/ Tenderer with SEAL)

Address : -----

Place :

Date :

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. Earnest money in the form of Demand draft must accompany tender no. and must be submitted in sealed cover super scribing the name of the work tendered for and properly addressed as mentioned in the NIT and reach within 5 days of opening of Techno Commercial bid. No tender without EMD/NSIC/MSME certificate will be considered. Cheque shall not be accepted as earnest money.
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 10% from the payment to be made on account of work done unless otherwise specified in the special conditions if there is any.
5. The tenderers shall deposit the earnest money mentioned in the NIT in the form of Demand Draft drawn on SBI/UCO Bank, Namrup in favour of Brahmaputra Valley Fertilizer Corporation Limited, Namrup. The tender(s) without earnest money/NSIC/ MSME valid certificate shall be rejected. The earnest money of the successful bidder will be retained by BVFC as part of the security for the due and faith full fulfillment of the contract by the contractor. The balance to make up the security deposit which is 10% of the total value of the contract (unless otherwise specified in the special conditions, if any) shall have to be deposited by the contractor in the form of Bank Guarantee or it may be recovered by percentage deductions from the contractor's bills. No interest will be earned by the contractor against security deposit. Earnest money of the unsuccessful tenderers will however, be refunded in due course.
6. 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.
7. Canvassing in connection with tender is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable to rejection
8. The tender which do not fulfill any of the above conditions or incomplete in any respect are liable to be summarily rejected. If the tenderer whose tender is accepted by BVFC Ltd., fails to undertake the work as per terms of the contract, earnest money deposited by him will be forfeited in that case.
9. 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 2021.

For Bank.

ANNEXURE-II**BVFCL, NAMRUP****NIT NO.: N-II/AP-II/P/1(18)/287****Dated: 07.05.2021****PRICE BID FORMAT**

Sl. No.	DESCRIPTION OF JOB	Rate	Total Amount (in Rs.)
1	Putting up of temporary shed, structure, safety equipments and other requirements during un-loading & loading of catalyst (LS)		
2	Shifting of 43.56 M ³ (49.66 MT) of new Catalyst & 2.92M ³ (5.84 MT) of Alumina balls from MM store to Site for de-dusting & weighing for loading the material (Transport Vehicle will be provided with driver)		
3.	Unloading of 43.56 M ³ (49.66 MT) of catalyst & 2.92 M ³ (5.84MT) of Alumina balls.		
4.	Segregation & cleaning of 2.92 M ³ (5.84MT) of Alumina balls from spent catalyst.		
5.	Loading of segregated Alumina balls along with new Alumina balls & fresh catalyst by de-dusting.		
6.	Cleaning of entire area, packing of the spent catalyst in drums		
7	Shifting to a proper store (MM store), vehicle along with driver will be provided by BVFCL		
8	TOTAL		
9	Contractors margin		
10	GS Tax @ 18% of (Sl. No 8+9)		
11	GRAND TOTAL (8+9+10)		

Total amount in words:Signature of the contractor with
Date and seal

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 : bvfcnam@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. As the tenderers holding NSIC/MSME certificates are exempted from tender paper cost, so they have to send the documents completed in all respect and duly signed by the contractor should be sealed in a cover super scribing the Tender No., name of work, date of opening and addressed to the concerned officer along with the name and address of contractor.
- 1.04 The above cover containing all tender documents should be dropped in the tender boxes kept in the respective office or be posted by Registered post so as to reach concerned officer well in specified time.
- 1.05 The rate of item should be indicated in words as in figures and any cutting should be duly signed otherwise tender will be rejected. Overwriting in tender form will lead to its rejection.
- 1.06 Tenderer must be enrolled as P.F. member.
- 1.07 Tenderers should produce up to date Labour License and In-come tax clearance certificate of last three years issued by respective authorities.
- 1.08 The following conditions shall be considered in the evaluation of the quotations:
 - a) Deposition of Earnest Money as stated in NIT.
 - b) The Technical and Commercial Bid of only such tenderers shall be considered who has deposited the earnest money as per NIT documents.
 - c) Price bid of the tenderer meeting the eligibility criteria shall only be opened.
 - d) The contract shall be awarded on composite L-1 basis.
 - f) 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.
- 1.09 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.
- 1.10 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

2.00 **SPECIAL TERMS & CONDITIONS**

2.01 The contractors have to abide by all the terms and conditions mentioned in G.D.C.C. 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**

The tenderers are required to upload scanned copy of Demand Draft / Bank pay order (available on our website) or NSIC/MSME Certificate under "Single Point" registration scheme in lieu of EMD. The EMD may be submitted in the form of DD/ Bank Pay order drawn on SBI/ UCO Bank/ United Bank of India in favour of Brahmaputra Valley Fertilizer Corporation Limited payable at Namrup.

The original DD/ Bank Pay order against EMD must reach the office of the CE (Chem), BVFCL Namrup within 5 Days of online opening date of the Techno- commercial Bids.

The tender(s) without earnest money shall be rejected, if NSIC/MSME is not provided. The earnest money of the successful bidder will be retained by BVFCL as part of the security for the due and faith full fulfillment of the contract by the contractor. The balance to make up the security deposit which is 10% of the total value of the contract (unless otherwise specified in the special conditions, if any) Earnest money of the unsuccessful bidders will be released.

The security money against the contract will be recovered by percentage deductions from the contractor's final bill. No interest will be earned by the contractor against security deposit.

If the firm is registered under NSIC or MSME, the EMD and tender paper cost are exempted only on submission of valid NSIC or MSME certificate. In this case the bidder has to submit the online techno-commercial bid and also the hard copy of sealed and signed documents of technical bids. All hard copy must reach to the office of CE (Chem) on or before opening date of technical bid.

4.00 **QUOTATION OF RATES**

The tenderers must quote their rates for all the items as shown in the attached Performa of quotation.

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 and 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 week 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.

7.0 CONTRACT LABOUR ACTS ETC.

- 7.01 The tenderer(s) must be licensed contractor under “Contractor Labour (Regulation Abolition) Act 1970” or they should produce a certificate from Labour Department to the effect that is not covered by the Contract Labour Act.
- 7.02 The tenderer(s) 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 Performa to be supplied for implementation of the provisions of Contract Labour (Regulation and Abolition) Act, 1970.
- 7.04 The contractor shall make the payment of wages regularly to the labourers engaged by him in presence of authorized representative appointed by BVFCL as per Contract Labour Act ,1970 and minimum wages should be paid according to the circular/directive issued by Central/State Govt. from time to time.

8.00 COMPLETION PERIOD

The duration of contract shall be 10 (Ten) 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.

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 Rs1000/- (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.

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

Self Declaration

(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: