

**Brahmaputra Valley Fertilizer Corporation Limited
Namrup**



Tender Documents for Consultancy for (i) SAP ERP Strategy & Roadmap for implementation of SAP ERP, (ii) Preparation of Request for Proposal (RFP) for selection of Implementation Partner and (iii) Program Management for implementation of SAP ERP at Brahmaputra Valley Fertilizer Corporation Limited. (BVFCL)

1. Tender Particulars

a.	Tender Enquiry No. & Date	BVFCL/MS/NIT/152 Date: 26/10/2021
b.	Class of Tender	Open Online
c.	Requirement	Consultancy for (i) SAP ERP Strategy & Roadmap for implementation of SAP ERP, (ii) Preparation of Request for Proposal (RFP) for selection of Implementation Partner and (iii) Program Management for implementation of SAP ERP at Brahmaputra Valley Fertilizer Corporation Limited. (BVFCL)
d.	Earnest Money Deposit	Nil (Bidders have to submit Bid Security Declaration in-lieu-of Earnest Money Deposit, as per Annexure-L)
e.	Type of bid	Two Stage
f.	Security Deposit cum Performance Bank Guarantee	3% of the total contract value to be released after 6 months from successful completion of the contract.
g.	Tender Closing date	25/11/2021 , 03:00 pm
h.	Tender Opening date	25/11/2021 , 03:30 pm
i.	Pre Bid Meeting date	08/11/2021, 03:00 PM, through Video Conferencing
j.	VC Link for Pre Bid Meeting	https://meet.google.com/jpk-mzss-yfc Bidder must submit the pre bid queries via email to info@bvfc.co.in on or before 03/11/2021
k.	Validity of Bid	120 days from the date of tender opening
l.	Tender to be addressed to	DGM(MM & Electrical) Computer Department, Administrative Building, Brahmaputra Valley Fertilizer Corporation Limited, Namrup P.O.-Parbatpur, Dist. – Dibrugarh , Assam PIN 786 623 Email: info@bvfc.co.in Phone: 0374-2500652

2. Enclosures

- Instructions to Tenderers (**Annexure-A**)
- Technical & Commercial Terms including Scope of work, Special requirements & other terms & conditions (**Annexure-B**)
- Schedule of Rates (**Annexure-C**)
- Declaration Form (**Annexure-D**)
- Undertaking (**Annexure-E**)
- Format for Agreement (**Annexure-F**)
- Format for Bank Guarantee (**Annexure-G**)
- Bidders Information (**Annexure-H**)
- Declaration for Acceptance of Tender Terms and Conditions (**Annexure-I**)
- Declaration regarding Clean Track by Bidder (**Annexure-J**)
- Client Details (**Annexure-K**)
- Bid Security Declaration Form (**Annexure-L**)

INSTRUCTIONS TO TENDERERS

- 1) Quotation of bidders against this Tender must be uploaded by prospective bidders on or before the tender closing date & time.
- 2) **Important Dates:** The following is an indicative timeframe for the overall process. BVFCL reserves the right to vary this timeframe at its absolute and sole discretion and without providing any reasons thereof. However changes to the timeframe will be communicated to the affected Respondents during the process.

Particulars	Details
Tender Number	BVFCL/MS/NIT/152 Date: 26/10/2021
Tender Title	Consultancy for (i) SAP ERP Strategy & Roadmap for implementation of SAP ERP, (ii) Preparation of Request for Proposal (RFP) for selection of Implementation Partner and (iii) Program Management for implementation of SAP ERP at BVFCL.
Date of Publishing of RFP	Date: 26/10/2021
Documents Download End Date & Time	25/11/2021 , 03:00 pm
Bid submission last date & time	25/11/2021 , 03:00 pm
Pre Bid Meeting Date	08/11/2021, 03:00 PM, through VC
VC Link for Pre Bid Meeting	https://meet.google.com/jpk-mzss-yfc Bidder must submit the pre bid queries via email on or before 03/11/21
Bid opening and Technical bid opening date &time	25/11/2021 , 03:30 pm
Commercial bid opening date & time	To be notified later
Place of Opening of Bids	BVFCL's Corporate office at Namrup, District Dibrugarh, Assam
Contact Persons for any clarifications/ Submission of Bids	Bhaskarjyoti Bhagowati
Contact Numbers/ Email	03742500652, 9435736267/ info@bvfc.co.in

BVFCL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the suppliers by email/fax/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the bidder to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. BVFCL shall not be responsible if a bidder is not able to participate in any activity related to this tender due to change in tender schedule.

3. **Mode of Tendering**

Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) intends to select a vendor for Consultancy for (i) SAP ERP Strategy & Roadmap for implementation of SAP ERP, (ii) Preparation of Request for Proposal (RFP) for selection of Implementation Partner and (iii) Program Management for implementation of SAP ERP at BVFCL as per scope given in the tender document against this tender, in two part bid system, through e- tendering.

In this regard, BVFCL invites offers from eligible bidders. The NIT will be posted on website: https://www.mstcecommerce.com/eprochome/mstc/buyer_login.jsp where parties will be able to download the tender documents for participation in the e-tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The proposal should be prepared in English in MS Word/Excel format. Bidder may submit the Bid Formats dully

filled and signed could be scanned. Other documents could be in PDF format. Tender documents would also be available for downloading at BVFCL's website <https://www.bvfcl.com> and also at Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/cppp/>. BVFCL has appointed M/s MSTC Ltd as their service provider for carrying out e- tendering. Use of digital signature certificate shall be mandatory for participating in e-tendering process.

Bidder shall submit their bid and participate in this tender as per the requirements of the e- tendering system. However, in case of any help/clarification, Bidder may contact the following:-

- a) M/s Brahmaputra Valley Fertilizer Corporation Limited
Bhaskarjyoti Bhagowati, Dy. Manager (Computer), Email: info@bvfc.co.in ,
- b) M/s MSTC Limited, BSNL Telephone Exchange, Bylane No. 1, Beltola/ Bashishtha Road, Wireless, Guwahati- 781038.

Subhajit Roy, Assistant Manager, Phone: 0361-2221199, Mobile: 07501524754
Email: sroy@mstcindia.co.in, mstcghy@mstcindia.in, helpdeskghy@mstcindia.in,
bmghymstc@mstcindia.in

(All email ids to be included)

For obtaining detail online tender documents and for participation in online tender, parties are requested to visit the online procurement portal https://www.mstcecommerce.com/eprochome/mstc/buyer_login.jsp (Vendor Login).

The E Tendering transaction fee shall be paid directly by the bidder to MSTC for an amount of Rs. 14750/- (Rupees Fourteen Thousand Seven Hundred & Fifty) only inclusive of GST @ 18%. The bidder intending to participate in the NIT has to make payment of transaction fees of Rs. 14750/- (Rupees Fourteen Thousand Seven Hundred & Fifty) only through the service provider portal.

4. To participate in e-tendering, please refer to the User Manual for System requirement, Browser configuration, procedures etc.
5. All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. BVFCL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified/ rejected and such vendor shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.
6. It is mandatory for the Bidders to use the Class III Digital Signature Certificate issued by any India CA approved by CCA of India.
7. It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person.
8. Tender Schedule:
The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening and subsequent clarification/amendment in schedule etc. shall be published on e-tendering portal.
Tender Schedule is as per clause No 2 above.

Note: After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended /amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is pre-poned / amended.

9. Tender Opening:
The tenders will be opened electronically, at BVFCL's Corporate Office in the presence of representatives of Bidders who wish to attend the bid opening. However, submission of bids may be done by Bidders from their office or from place of their choice.
Technical Bids shall be opened electronically in the presence of those Bidders who wish to be present.
Price bids shall be opened only of those Bidders who are found Technically Qualified, electronically in the presence of those Bidders who wish to be present.

10. BVFCL reserves the right to reject or accept any tender without giving any reason.
11. SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED:
BVFCL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by BVFCL, the following remedial measures shall be taken under such an eventuality:-

1.	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by BVFCL.	The due date of opening shall be extended suitably.

The details required in the Annexure & Forms shall also be enclosed. BVFCL may reject any proposal not containing all the requirements called for in various Annexure & Forms. The Bidder who does not qualify Technical Bid evaluation, their commercial Bids shall not be opened.

Prices quoted by the bidder shall be fixed during the currency of Contract and shall not be subject to any variation except for variations in statutory levies i.e., rates of GST applicable, for the quoted items indicating clearly HSN code of item / SAC Code in easy of service and applicable category of GST (i.e. whether IGST,CGST,SGST,UGST). Which shall be paid / reimbursed on actual basis on production of bills provided the execution is within scheduled time period as specified in the contract.

12. The Tender Enquiry number must appear on all correspondence and documents. While submitting the bids, Tenderer shall ensure the completeness of the information/documents as detailed in the tender document.
13. Any clarifications on procedure, tender specification both technical and commercial can be had from above mentioned address / e-mails at any time before tender closing date and time either personally or by post at least 7 days prior to closing date of the Tender. Postal delays shall not cause postponement of tender processing date & tenderers in their own interest shall take all steps that are necessary for them to participate in tender well in time.
14. All information sought by BVFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of tenderer to comply with requirements of BVFCL within stipulated time shall entitle BVFCL to proceed with the tenders on the basis of information available with it. No responsibility for any delays shall rest on BVFCL.
15. Tender shall be submitted under a Two-Stage Bid system electronically as specified below:
- First Envelope** shall be for: **"Technical & Commercial Un-Priced Offer"**. It shall contain all the required documents as spelt out in the tender document.
 - Second Envelope** shall be for: **"Price Bid"** it shall contain item wise Prices as per format for Schedule of Rates for **"Consultancy for (i) SAP ERP Strategy & Roadmap for implementation of SAP ERP, (ii) Preparation of Request for Proposal (RFP) for selection of Implementation Partner and (iii) Program Management for implementation of SAP ERP at BVFCL."** as given at **(Annexure-C)**. All rates should be firm and inclusive of all taxes & duties. No other taxes or statutory levies will be payable during the contract period.
 - First Envelope will be opened on the due date of opening. The tenderer may send their authorized & competent representative to take part in the discussions on the Technical & Commercial Terms as and when called for. During the discussions, the representative should be able to take immediate decision on all the matters pertaining to the bid. The representative of the

- tenderer must submit the authorization letter for taking part in the discussions.
16. BVFCL reserves the right to accept or reject any bid in whole or in part or accept other than lowest bid without assigning any reason thereof.
 17. BVFCL may not consider any bid, which is incomplete or not submitted in accordance with the provisions, set forth in the bid documents as incomplete and may reject the same or waive any deficiencies in any or all the bids.
 18. The tenderers must sign all the papers of their bid. All corrections and alterations in the Tender will be signed in full with date by the tenderer. No eraser or overwriting is permissible.
 19. Validity of the bids shall be for 120 days from the date of opening of the price bid.
 20. The price bids of only such tenderer will be opened who meet all the laid down Technical & Commercial requirements. The date and venue of price bid opening will be intimated to the tenderers.
 21. The tenderer shall confirm in the technical & commercial bid that all the payment & other terms & conditions stipulated in the enquiry are acceptable to them.
 22. The Tenderer shall quote their rates with reference to each item of Annexure-C, Schedule of Rates and shall quote total cost of the package. In case if any deviation is found in total contract price mentioned by the Tenderer in the price bid, the total contract value arrived at by using the unit rates shall be considered by BVFCL for the purpose of evaluation of bids. The Tenderer shall also confirm in the technical bid that the unit rates quoted in the price bid are inclusive of all costs and no separate cost shall be considered.
 23. Any clarifications on procedure, tender specification both technical and commercial can be had from the Office of DGM (MM & Electrical) at any time before tender closing date and time either personally or by post at least 7 days prior to closing date of the Tender. Postal delays shall not cause postponement of tender processing date & Bidders in their own interest shall take all steps that are necessary for them to participate in tender well in time.
 24. Bidder should quote for all the items given in Schedule of Rates (Annexure-C).
 25. Tenderer shall certify that none of BVFCL's ex-employee is employed with them (In case any ex- employee of BVFCL is employed furnish details separately).
 26. Tenderer shall certify that none of the Employee of BVFCL is related to owner/Director of the firm Sister/group/associates Company/Concern
 27. The prospective Bidders having any common proprietor/partners/ Directors/managing Partners, etc. shall be considered as Sister/Group/Associates Company/Concern. In such cases, only one of them will be eligible for participation in the tender. Bidders have to submit a declaration on letter head along with the technical bid that:
 - a. No other Firm/Sister concern/Associate belonging to the same group is participating/submitting this tender.
 - b. That the bidders, their associates, Sister Concern, etc. have not been black listed by any institutional agency/Govt. Dept./Public Sector Undertaking in the last two years.

In case of concealment of any fact, if detected later on, such Bidders will be debarred from all future dealings with BVFCL as well as cancellation of their bid for this tender.

28. **Make Good Of Any Losses / Damages**

It is understood by the contract that in the event of any losses / damages caused to the owner (BVFCL) due to the reasons whatsoever within his control and the same losses / damages are approved, the Successful Bidder has to make good all the consequential damages / losses to the BVFCL without any protest and demur. The damages / losses shall be a part from other claims / damages to which the BVFCL is entitled under the contract or in

the course of Law.

29. **Compliance of existing laws of India**

The Successful Bidder shall ensure that all formalities/permissions /licenses required are completed/complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement/employment of labourers.

30. **Indemnity**

The Successful Bidder shall indemnify BVFCL and keep indemnified for any loss or damage, cost or consequences that BVFCL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. The Successful Bidder shall always remain liable to BVFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not)) suffered by BVFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify BVFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.

31. **The Tenderer or its any subsidiary shall not participate in the bidding process for "Selection of Implementation partner for SAP ERP Implementation at BVFCL".**

Technical and Commercial Terms & Conditions

1) Background

Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) manufactures Neem Coated Urea and markets the products under the brand name "MUKTA". It is located in the district of Dibrugarh in the state of Assam situated in the North Eastern part of the country. It is the only neem coated Urea manufacturing Company in North East. The nearest railway station is NAMRUP, which is 5Km. away from the factory. The nearest Airport is DIBRUGARH, 75 Km away from Namrup. Namrup is well connected by roadways / railways with all parts of the country.

The marketing territory of BVFCL consists of the entire North Eastern Region, West Bengal, Bihar and part of Jharkhand. BVFCL is the Lead Fertilizer Supplier (LFS) in entire NE Region with a market share of more than 70%.

Presently IT applications across the company covering various business domains like financial accounting, payroll, sales, inventory management, PF accounting, Outside Party Billing etc. are in a very old platform viz. Cobol 85. These applications are not fully integrated end-to-end. In terms of IT infrastructure, BVFCL has implemented Local Area Network connecting all major locations. All plants & offices have networking infrastructure in place. Company has a robust mailing solution in operation. Apart from this, Company is regularly upgrading its hardware from time to time. In order to secure its networks, servers & desktops, firewall, antispam and enterprise antivirus solutions are placed at the gateways.

In order to address the gaps in current systems & bring improvement / transparency in various business processes, BVFCL intends to implement SAP ERP system for enhancement in efficiency and productivity of the people, incorporation of mobile technology & mobile based applications in various processes and improvement in decision making process at BVFCL.

2) SCOPE OF WORK:

The consultant shall prepare an approach document for SAP ERP at BVFCL including selection of modules of SAP ERP, estimated cost of licensing, suggest on premises hosting/cloud hosting, cost of hardware, recurring annual expenses on SAP ERP maintenance & cost-benefit analysis.

Bidder should also provide list of companies for whom ERP Consultancy services & project monitoring services have been carried out by them.

Consultant shall indicate one time capital investment and as well as recurring cost arising out of implementation and indicate the advantages to be gained vis.-a-vis. BVFCL's operational requirements. The consultant shall bring out authentic data of cost to assess the advantages of SAP ERP & utility of the advantage.

The scope of work has been divided into three phases viz.:

Phase-I: SAP ERP Strategy & Roadmap for implementation of ERP including Preparation of Project Report giving selection of modules of SAP ERP, estimated cost of licensing, On premises hosting/ cloud hosting, cost of hardware, recurring annual expenses on SAP ERP and cost benefit analysis.

Phase-II: Preparation of RFP for Selection of implementation partner.

Phase-III: Program Management for Implementation of SAP ERP.

i. SCOPE OF PHASE-I: SAP ERP Strategy & Roadmap for implementation of SAP ERP

- a. The consultant shall make an assessment of "As is Processes", the current state of applications in various business domains, hardware infrastructure, risk & continuity, security and scalability.
- b. The consultant shall make a detailed functional requirement specification after studying the prevailing processes for various business domains viz. Finance, Human Resource, Production, Planning, Marketing, Materials, logistics. Suggest "to be process" with incorporation of mobile based front-ends. In this regard, consultant shall have to visit all the Units, Marketing Offices & Corporate Office of BVFCL.
- c. The consultant shall make a requirement study indicating expected business domains to be covered under SAP ERP and highlight the potential benefits that BVFCL can derive on the implementation of SAP ERP.
- d. The consultant shall also bring out change management issues, capacity building and training relevant in implementation of an SAP ERP.
- e. The consultant shall prepare an implementation roadmap which clearly brings out a rationale for out of box solution V/s customized solution.
- f. The consultant shall also indicate the various potential SAP ERP systems which can be considered for implementation and identify options available to BVFCL which suit the prevailing business domains of BVFCL in particular and Fertilizer industry in general. A list of fertilizer manufacturers along with SAP ERP system implemented by them may be provided.
- g. The consultant shall suggest various modules of SAP ERP which are advisable to be implemented for BVFCL.
- h. The consultant shall prepare a cost breakup of implementation of an SAP ERP system covering hardware, license, Annual technical support, implementation and support costs for a period of 3 years after warranty period.
- i. The consultant shall also work out the cost-benefit analysis on implementation of SAP ERP.
- j. Consultant shall also suggest implementation of SAP ERP at BVFCL with in-premises hosting model/ cloud based hosting model.
- k. The consultant shall also advise on additional manpower along with qualification & experience required during & after implementation of SAP ERP at BVFCL.
- l. The consultant shall submit a detailed document covering all the above aspects as well as make a presentation to the management of BVFCL.
- m. The consultant should also indicate no. of resources being deployed (with experience wise profile) for carrying out above activities related to Phase-I.
- n. **Deliverables:**
 - i. Preparation of Report / Approach document on SAP ERP strategy / Implementation Road Map including Preparation of Project Report giving selection of modules of SAP ERP, estimated cost of licensing, suggest in premises hosting or cloud based hosting of SAP ERP, cost of hardware, recurring annual expenses on SAP ERP and cost benefit analysis.
 - ii. Detailed Functional requirement specifications document for use as input for selection of SAP ERP product & implementation partner.
 - iii. Preparation & making of presentation for BVFCL Management on SAP ERP strategy / Road Map for implementation of SAP ERP.

ii. SCOPE OF PHASE-II: Preparation of RFP for Selection of implementation partner

After BVFCL's administrative decision to proceed with the implementation of ERP the consultant shall go ahead with following:

- a. The consultant shall prepare an RFP (Request for Proposal) for the selection of implementation partners.
- b. The consultant shall prepare an evaluation matrix for evaluating the implementation partner.
- c. The consultant shall assist BVFCL in evaluating the techno-commercial bids of the implementation partners.
- d. The consultant shall also assist BVFCL in finalization of contract with the implementation partner.
- e. The consultant shall submit all the documents for RFP & Evaluation criterion for selection of ERPs and Implementation partner of ERP.
- f. Bidder should also indicate no. of resources being deployed (with experience wise profile) for carrying out activities related to Phase-II.
- g. Deliverables:
 - i. Preparation of RFP (Request for Proposal) including evaluation criterion for inviting offeres from Implementation partners for ERP product & its implementation.
 - ii. Preparation of Evaluation documents for RFP after obtaining offers/response from Implementation partners.
 - iii. Preparation & Placement of order for appointment of Implementation partner.

iii. SCOPE OF PHASE-III: Program Management for Implementation of SAP ERP

- a. The consultant shall review the project program as submitted by the Implementation partner.
- b. The consultant shall review mapping of 'As is' process and 'To be' process.
- c. The consultant shall prepare a risk mitigation plan.
- d. The consultant shall assist BVFCL in taking appropriate decisions to complete implementation of the processes.
- e. The consultant shall assist BVFCL in resolution of implementation issues, if any.
- f. The consultant shall monitor the overall progress of the project and ensures timely completion.
- g. The consultant shall monitor any changes in the defined scope management procedures.
- h. The consultant shall assist in providing mechanism of knowledge transfer from the implementation partner to the core team.
- i. The consultant shall enable organizational change management.
- j. The consultant shall review the test scripts prepared by the implementing agency.
- k. The consultant shall assist in training needs identification for administrators, core team and end users.
- l. The consultant shall assist in review of training methodology, schedules and course content.
- m. Project progress report / updates on fortnightly basis till the end of the project.
- n. Bidder should also indicate no. of resources being deployed (with experience wise profile) for carrying out activities related to Phase-III.
- o. Deliverables

- i. Fortnightly Project progress report.
- ii. Review report for 'As is' and 'To be' mapping submitted by the Implementation partner of ERP.
- iii. Closure Report including Exit Advice & Next step for BVFCL on completion of implementation of ERP.

All the resources should be deployed full time for the completion of the scope of work.

As a part of the bid, the bidders have to give a presentation on the proposed solution to the BVFCL Management. Failure to make such a presentation shall lead to the rejection of the bid without assigning any further reason.

3) Eligibility Criteria:

- a) Bidder should have valid PAN, GSTN registration.
- b) The bidder should ensure sufficient manpower as back office support to avoid any hindrance from project management work. The Manpower should have mix of skill sets to cover the entire gamut of IT consultancy, in the areas of

- i) Business Strategy/ consultancy
- ii) Hardware
- iii) Software Implementation
- iv) ERP Implementation
- v) IT/Application Security
- vi) Documentation
- vii) IT Disaster Recovery

A certificate complying with this criterion should be furnished by the "Incharge of HR function", duly attested by the bid signatory.

- c) Copies of Annual Reports (in case of listed companies) and copies of audited balance sheets and P&L statements (in case of others) to be submitted.
- d) Bidder should be registered in India with the registrar of companies and should be in existence in the SAP ERP Consultancy business for at least 7 years in India as on 31-Mar-2021. Copy of Certificate of Incorporation / registration duly attested by authorized bid signatory or any valid legal documentary proof to be submitted.
- e) Bidder should have completed "Similar work" during last SEVEN (7) financial years ending 31- Mar-2021 of Contract value as follows:
 - i) Three similar works costing not less than Rs. 1 Crore each; or
 - ii) Two similar works costing not less than Rs. 1.25 Crore each; or
 - iii) One similar work costing not less than Rs. 2 Crore.
- f) Bidder should have provided consultancy service for implementation of SAP ERP solution in minimum 3 Central or State Public sector units (PSUs)/ Private Sector having minimum

net worth of Rs. 200 Cr. in India. Preference will be given to the bidder having experience in

i) Govt, or Central or State PSUs/ PSU Banks

ii) Fertilizer/ Agrochemical industries.

Copies of work order/Certificate are to be submitted.

- g) The Bidder should have not been blacklisted/ debarred/ on Holiday list in the last two years by any regulatory body / statutory body/ any Government department/ PSU/PSE. Self declaration as per the Annexure is to be provided.

4) SCHEDULE OF RATES

The tenderer would quote rates in the format for schedule of rates as placed at **Annexure -C**.

- BVFCL shall not bear travel expenses incurred by Tenderer for any visit at BVFCL during conduct of the study. However BVFCL can arrange boarding & lodging in the Company's Guest house at Units/Offices wherever available on chargeable basis.
- Tenderer would indicate in the offer about number of Persons and period of stay at BVFCL during the course of study.
- BVFCL shall not bear any expenses towards License Fee, Shipping & Insurance charges associated with delivery & use of any tool / third party product(s) required for carrying out the study.
- **Evaluation criterion** – Vendors to submit the prices as per Price Bid format for all the three phases.

Technical Evaluation Criteria:

S. No.	Criteria	Max Mark	Evaluation criteria
I.	Experience in consultancy service for implementation of SAP ERP solution in minimum 3 Central or State Public sector units (PSUs)/ Private Sector having minimum net worth of Rs. 200 Cr. in India.	40	10 Marks for each pair of projects completed in last Seven(7) Financial years & as on bid submission date.
II.	Experience in Govt, or Central or State PSUs/ PSU Banks. .	20	10 Marks for each pair of projects completed in last Seven(7) Financial years & as on bid submission date.
III.	Experience in Fertilizer/ Agrochemical industries.	20	20 Marks for each pair of projects completed in last Seven(7) Financial years & as on bid submission date.

IV.	Presentation by the bidders. Presentation shall be adjudged on the following parameters: a) Bid/Proposal Quality b) Team of Resources (including back-office expertise & resources) c) Relevant experience d) Project Methodology e) Timelines	20	
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The bidder must score at least 60% marks in the above detailed technical evaluation to be declared as technically qualified bidder. Price bids of only technically suitable bidders shall be opened.

Financial Evaluation:

The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened. The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present.

BVFCL shall inform the date, place and time for opening of the Financial Bid.

Evaluation and Comparison of Bids:

60 % weightage shall be given for Technical Score and 40 % weightage shall be given for Financial Score. Technical Bid shall be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the "Detailed Technical Evaluation" section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis.

Such normalized scores would be considered for the purpose of QCBS (Quality & Cost Based Selection) process, explained in section below.

Final Evaluation Criteria - Quality and Cost based selection (QCBS)
The individual Bidder's commercial scores (CS) are normalized as per the formula below: $Fn = Fmin/Fb * 100 \text{ (rounded off to 2 decimal places)}$ Where, Fn= Normalized commercial score for the Bidder under consideration Fb= Absolute financial quote for the Bidder under consideration Fmin= Minimum absolute financial quote
Composite Score (S) = $Ts * 0.6 + Fn * 0.4$

The Bidder with the highest Composite Score would be awarded the contract. In case of tie, the Bidder with highest Technical Score will be awarded the contract.

5) PAYMENT TERMS:

Payment shall be made within 30 days on submission of bills along with activity completion certificate from concerned Engineer in Charge in phases as given under for each milestone:

Phase-I

- i. 90% of the total cost of Phase-I on submission of deliverables at para 2(i) (n)

Phase-II

- i. 30% of the total cost of Phase-II on submission of deliverables at para 2(ii) (g) (i).
- ii. 30% of the total cost of Phase-II on submission of deliverables at para 2(ii) (g) (ii).
- iii. 30% of the total cost of Phase-II on submission of deliverables at para 2(ii) (g) (iii)

Phase-III

- i. The payment for the Phase-III shall be made at the end of each quarter and shall be linked with actual % physical completion of the project as per approved project plan / S-Curve.
- ii. Pending 10% payments of Phase-I & II shall be paid on successful completion of the project.

6) Time Schedule : The consultant shall complete the job during phase-I, II & III as under:

Phase-I - 1 Month from the date of award of contract.

Phase-II - 2 Months from the issue of go-ahead letter.

Phase-III - 9 Months from the kick-off meeting with Implementation Partner.

7) Liquidated damages:

In case of delay, BVFCL shall recover liquidated damages from the consultant at a sum equal to 1% per week or part thereof of the value of each phase subject to a maximum of 10% of the total contract value.

8) Acceptance of Deliverables:

BVFCL shall provide approval of every deliverables within a period of 15 days of receipt of such deliverables failing which such deliverables shall be deemed to have been accepted.

9) Additions/Alteration to Scope of work

Any addition or change in scope of work may be effected in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work with mutual consent.

10) Limitation of Liability

Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.

Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of the tenderer shall be, regardless of the form of claim,

the consideration actually received by the successful tenderer for the statement of work to which the claim arises.

In no event shall tenderer be liable for decision(s) taken by the customer and customer alone shall be solely and entirely responsible for their own actions and decisions based on this engagement. The tenderer in no way stands guarantee for realization of the financial projections and /or other benefits identified in the project. All information, data, documents and records (hereinafter compendiously referred to as 'the Information') of customer received from agreed and identifiable sources and considered in the course of the review and preparation of the deliverables under this Project will be assumed to be authentic, complete and accurate. The Information furnished by customer upon which all or part of the deliverables are based, is believed by tenderer to be reliable.

Except as otherwise expressly provided in the agreement, an aggrieved party may not recover compensation for that part of a loss that could have been avoided by taking measures reasonable under the circumstances to avoid or reduce such loss.

11) Information and Access

BVFCL will supply successful tenderer with the following free of charge - information, documentation and data, in a timely manner, required by him to complete its obligations under the Agreement.

12) GENERAL AND COMMERCIAL TERMS & CONDITIONS

- a) **Award Of Contract** will be made at the sole & absolute discretion of BVFCL, which shall not be disputed. Work Order issued on the basis of this tender will be called contract. The terms and conditions as embodied in the contract shall be final and shall supersede any other terms and conditions that might have been indicated in the tender submitted by the Tenderers. The terms & conditions given in the tender documents shall also form part of Work Order.
- b) **Cancellation of the contract:** BVFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.
- c) **Clear understanding:** When a Tenderer submits his tender in response to these tender documents, he will be deemed to have understood fully about requirements terms and conditions. No claim from Tenderer shall be entertained whatsoever on the plea that the Tenderer did not have a clear idea on any particular point and or a clause of the tender.
- d) **Workmen Compensation:** The bidder will be solely responsible for any liability of his workers in respect of any accident, injury arising out of and / or in the course of the bidder's employment. To meet the aforesaid obligation under the Workmen Compensation Act, The bidder will obtain an Insurance Cover Note under Workmen's Compensation Policy from any of the Insurance Company in respect of persons employed by him for carrying out his work and obligations under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the bidder. The bidder shall ensure that the said Insurance Policy remain valid till the expiry of the Contract. Photocopy of the above Insurance Cover is required to be submitted by the bidder to BVFCL immediately after the issue of LOI but before the

start of work. Payment against the work done will not be released to the bidder until and unless photocopy of Insurance Cover is submitted to the Company. If any clause in which by virtue of the provisions of Section 12, Sub Section (1) of the Workmen 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 bidder in execution of work, BVFCL will recover from The bidder the amount of compensation so paid.

- e) **Agreement:** The Tenderer shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with BVFCL within ten days of receipt by them of the Letter of Intent. The agreement to be executed will be in the Agreement Performa as specified by BVFCL and enclosed at **Annexure-G**. The cost of stamp paper will be borne by the Tenderer.
- f) **Secrecy:** Any information delivered or otherwise communicated by BVFCL to the bidder in connection with the contract shall be regarded as secret and confidential and shall not, without the written consent of BVFCL, be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.
- g) The Contractor must be registered with PF Authorities and have their own PF Code Number under the Employees Provident Fund and Misc. Provisions Act, 1952. In case of non-compliance with any of the conditions/or provisions contained in E.P.F. and Misc. Provision Act 1952 as amended from time to time. BVFCL reserves the right to provisionally retain 25 % of the Contractor's payment towards employee and employer's contribution.
- h) **Laws governing contract:** The Successful Bidder shall ensure that all formalities/permissions /licenses required are completed/complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement/employment of labourers.
- i) **Taxes:** The prices quoted by Tenderer are inclusive of all Taxes, duties and other statutory levies excluding GST or which may become applicable / leviable in future or from time to time during the pendency of the contract. Unless specified to the contrary in the bid, all present and future taxes & other statutory levies shall be borne and paid for by the Tenderer. Payment of Taxes shall be the responsibility of Tenderer and shall not be payable by BVFCL and the Tenderer shall not raise any dispute in this regard at a later stage. Rates quoted by Tenderer and agreed finally by BVFCL shall be firm and shall not be subject to any escalation whatsoever throughout the contract period or extended period thereof.
- j) **GST** at applicable rates shall be paid extra. GST Tax shall be shown separately on the Schedule of Rates (Annexure-C) and invoices.
- k)
 - i) **GST-TDS:** As per applicability in the section 5 of CGST Act 2017 notified on 13/09/2018, TDS rate 1% CGST & 1% SGST or 2% IGST will be deducted from bill.
 - ii) **Income Tax-TDS:** Income Tax as per provisions of Income Tax act 1961 and its amendments from time-to-time, shall be deducted from your bills.

l) Security Deposit

- i) The bidder shall furnish a security deposit of the amount equivalent to 3% of the total contract value by way of Bank Guarantee/ DD from any Nationalized / Scheduled bank except Rural and Cooperative banks in favour of Brahmaputra Valley Fertilizer Corporation Limited, payable at "Namrup" for due and faithful performance of the contract within a period of 15 days from the date of award of the contract. The Bank Guarantee shall be valid up to contract Period + Guarantee Period (including extended guarantee period) + with a claim period of Three months.
- ii) The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act 1872 and for the extension of that section. The contract shall be deemed to be borne / given by the bidder for the performance of an essential duty.
- iii) The security deposit shall be refunded (or BG released) after successful completion of warranty period and BVFCL to that effect has issued certification. It shall be lawful for BVFCL, if any differences or dispute are likely to occur, to defer payment of the security deposit or any portion thereof, which may be due for release until such difference and dispute, has been finally settled or adjusted.
- iv) The security deposit shall not bear any interest.
- v) **Claims:** BVFCL shall be entitled to retain the amount, if any, of its claim against The bidder, whether liquidated or un-liquidated arising out of the contract under reference or otherwise, however and set off the same pro-rata against any amount payable to The bidder under the contract under reference, without prejudice and in addition to the other rights of BVFCL, to cover the amount of claim by other remedies, legally available.

m) FAILURE TO PERFORM:

If the bidder fails to perform the Contract in accordance with the terms and conditions of the Contract, BVFCL shall have the right to get the job done by any other agency at risk and cost of the bidder plus 25% as administrative cost.

13) TERMINATION OF THE CONTRACT:

The Contract is liable to be terminated if the Contractor:

- 1) becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets
- 2) makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- 3) abandons the work; or
- 4) persistently disregards the instructions of BVFCL; or
- 5) fails to adhere to the agreed schedule of work; or

- 6) assigns or sublets the work in whole or in part thereof without prior written consent of BVFCL; or
- 7) defaults in the performance of the contract; or
- 8) at any time contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by BVFCL; or
- 9) If the contractor obtains the contract with BVFCL as a result of ring tendering, or with illegal measures;
- 10) Information submitted by the contractor is found to be incorrect.

Such termination shall be by 15 days notice in writing and no claim/compensation shall be payable by BVFCL as a result of such termination.

14) CONSEQUENCES OF TERMINATION

If BVFCL terminates the contract for reasons detailed above or for any other reasons whatsoever:

- a) BVFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to BVFCL.
- b) Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited.
- c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by BVFCL as a consequence of termination of the contract.

15) RIGHTS OF BVFCL

A unilateral stoppage of work by The bidder shall be considered a breach of the contract and BVFCL reserves its right to take necessary and suitable action as it may deem fit, to adequately protect its interests; at the risk and cost of The bidder. Any aforesaid action shall be without prejudice to any other action, right and remedies etc. that may also be available to BVFCL.

16) ASSIGNMENT OR SUBLETTING OF CONTRACT

The bidder shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without the prior written consent of BVFCL. Any breach of this condition shall entitle BVFCL to terminate the contract and the bidder shall be solely responsible and liable for any loss or damage arising out of or ensuing from such termination. BVFCL reserves its right to recover the said losses or damages or charges and expenses incurred on this account in any manner whatsoever and from any dues payable

to the bidder or available with BVFCL. The permitted subletting of work by the bidder shall not establish any contractual relationship between the sub-contractor and BVFCL and shall also not relieve the bidder of any of his obligations under the contract.

- 17)** The tenderer should quote the rates both in figure and words. In case of any discrepancy, rates quoted in words shall be applicable.
- 18)** Incomplete tender or tender not accompanying the required details or tender received late shall be summarily rejected without further reference whatsoever.
- 19)** In case the contractor has any relationship whether by blood or otherwise with BVFCL such relationship must be disclosed while submitting tenders.
- 20) Incorrect Information:** In case any information submitted by the bidder in the tender is found incorrect, untrue or false or it is noticed during execution of the contract or prior to award of the contract that any information having material bearing on the contract has been concealed by The bidder, the BVFCL shall have right to terminate/rescind the contract.
- 21) Jurisdiction:** The contract shall be deemed to have been entered into at Delhi and all suits in respect of the contract shall be subject to the jurisdiction of the Courts at Delhi only.
- 22) Conciliation:** At the first instance both the parties shall make efforts to resolve the disputes through conciliation as per the procedures laid down in the Arbitration and conciliation Act 1996 failing which disputes shall be referred to the arbitration as per the provision provided hereunder.
- 23) Force Majeure:** Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war; rebellion, mutiny, civil commotion, fire riot, earthquake, drought, floods, crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.

24) Arbitration

- a) "Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Designated Unit Head/ E.D. / Functional Director / Chairman & Managing Director, , Brahmaputra Valley Fertilizer Corporation Limited for appointment of Arbitrator.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The Arbitration & conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator to whom matter is referred, vacates his/her office by any reason

whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit."

- b) "It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to BVFCL on the date of award of contract.

25) GST (Goods & Service Tax):

- a) The Goods & service tax as applicable will be paid by us.
- b) The current rate of GST on various items as on the date of quotation are to be indicated by the tenderers. Any subsequent increase/decrease in the above rate of GST will be to BVFCL Accounts. A certificate together with documentary evidence in support of variation in GST will be submitted by the supplier to BVFCL. However suppliers who are exempted from Payment of GST (if any), shall not be entitled for reimbursement of any subsequent levy of GST during execution of the work.
- c) In case of any statutory increase/decrease in the GST beyond the rates prevalent on the date of tendering, the tenderer will give a certificate quoting the number and date of the notification and the effective date for the change and furnish a copy of the notification for any such increase/ decrease. Any such increase in the GST or any statutory new imposition of GST will be to BVFCL's account. Similarly any benefit of statutory decrease in the rate of GST would be passed on to BVFCL by the suppliers.

The benefit due to set off of GST if any, shall be taken by BVFCL and the same shall not be considered while evaluation of bids.

26) Reimbursement Of Statutory Levies In Case Of Variations:

- a) For increase in statutory levies (GST etc)- In case of increase in statutory levies, the reimbursement for the increase in statutory levies shall be made to the bidder who actually pays the increased statutory levies; their maximum reimbursement due to such increase shall not exceed the differential amount actually paid by the bidder. The total order rate shall be accordingly reworked considering increased rate of levy for arriving at revised landed price. However, such increase shall not be allowed to those bidders who are exempted from paying such statutory levies.
- b) For decrease in statutory levies (GST etc.)- In case of decrease in statutory levies, the total order rate shall be reduced considering the impact of the actual reduction of statutory levies. The reduction due to decrease in statutory levies shall apply to all the suppliers i.e. to those who are actually paying such levies and also to those who are either fully or partly exempted from paying such statutory levies. In case of fully or partly exempted suppliers, their basic price shall be reduced by back calculations so as to bring their landed price at par with those suppliers who are not exempted from such levies.

27) HSN/SAC CODES

The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the HSN/SAC code of item and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). A proper invoice in the form and manner prescribed

under relevant section of GST Act shall be provided by the bidder. Bidder / Supplier shall have valid GSTIN / GST, Provisional ID and provide Invoice and all other documentation in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable BVFCL to claim input tax credit set off, rebate or refund in relations to payment of GST.

28) 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.com. The name & e-mails address of IEM is as under:

Shri Abhay Kumar Khanna, e-mail: abhaykhanna43@yahoo.com

Kindly upload duly signed copy of Integrity pact along with other documents.

29) MSE Declaration

In case you are registered as MICRO, SMALL Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category in your Offer and also enclose a copy of the valid certificate issued by the concerned authorities. Please also indicate whether the MSEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, BVFCL reserve the right to cancel the order (if any) and blacklist/debar a firm for a period of three years in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.

(M. Mishra)

DGM (MM & Electrical)

BVFCL

Annexure-C

Schedule of Rates

S.No.	Item	Lump sum Amount in Rs.	
		In Figures	In Words
1(a).	Phase-I: SAP ERP Strategy & Roadmap for implementation of SAP ERP Study of 'As is Process' including Preparation of Functional Requirement Specifications, Project Report giving selection of modules of SAP ERP, estimated cost of licensing, cost of hardware, recurring annual expenses on SAP ERP cost benefit analysis SAC Code		
1(b)	GST % _____		
SUB TOTAL (A)			
2(a).	Phase-II: Preparation of RFP for Selection of implementation partner. Preparation of Evaluation document based on offers & finalization of Purchase order on Implementation Partner SAC Code		
2(b)	GST % _____		
SUB TOTAL (B)			
3(a).	Phase-III: Program Management for Implementation of SAP ERP. SAC Code		
3(b)	GST % _____		
SUB TOTAL (C)			
Total (A+B+C)			

DECLARATION FORM

"Tender Documents for Consultancy for (i) SAP ERP Strategy & Roadmap for implementation of SAP ERP, (ii) Preparation of Request for Proposal (RFP) for selection of Implementation Partner and (iii) Program Management for implementation of SAP ERP at BVFCL "

The following declaration to be signed by Contractor and to be submitted along with required documents which would be duly self certified:

Sr. No	DESCRIPTION	YES / NO (If Yes, give the following details)		
1	If a Tenderer (Owner/Director) has relations whether by blood or otherwise with any of employees of BVFCL, the Tenderer must disclose the relation at the time of submission of Tender, failing which, BVFCL shall reserves the right to reject the Tender or rescind the Contract.	Name and Designation of the Employee	Place of Posting	Relation with the Employee
2.	P.F. Registration No of the Contractor to be intimated along with Documentary proof thereof.			P.F. Registration Number
3	PAN No of the Contractor to be intimated along with Documentary Proof thereof.			PAN NO
4	GSTIN/GST No. with Documentary Proof.			GST NO
5	ESI Registration No. Along with documentary proof thereof.			ESI Regd. No.
6	The bidder shall submit the name and address of the firm/company along with its constitution giving status of the same such as sole proprietorship/partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.			
7	If the party is registered as Micro/Small Enterprises as per MSMED Act,2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the party is not registered as per MSMED Act, 2006.			Yes/No

Signature of the Contractor/ Tenderer with SEAL

PLACE : _____ Dated : _____

UNDERTAKING

"Consultancy for (i) SAP ERP Strategy & Roadmap for implementation of SAP ERP, (ii) Preparation of Request for Proposal (RFP) for selection of Implementation Partner and (iii) Program Management for implementation of SAP ERP at BVFCL."

To

Subject: Consultancy for (i) SAP ERP Strategy & Roadmap for implementation of SAP ERP, (ii) Preparation of Request for Proposal (RFP) for selection of Implementation Partner and (iii) Program Management for implementation of SAP ERP at BVFCL.

Ref. _____ Dated: _____

Dear Sir,

I / We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of ***"Consultancy for (i) SAP ERP Strategy & Roadmap for implementation of SAP ERP, (ii) Preparation of Request for Proposal (RFP) for selection of Implementation Partner and (iii) Program Management for implementation of SAP ERP at BVFCL."*** at the rates quoted in the attached Schedule of Rates (Annexure-C of Tender Documents).

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

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

Thanking you,

Yours faithfully;

For M/s _____

(Signature of Tenderer with SEAL)

Address: _____

CHECKLIST / COMPLIANCE STATEMENT

Tender Documents for Consultancy for (i) SAP ERP Strategy & Roadmap for implementation of SAP ERP, (ii) Preparation of Request for Proposal (RFP) for selection of Implementation Partner and (iii) Program Management for implementation of SAP ERP at BVFCL.

A. Checklist

Sr.	Enclosures	Compliance Yes / No	Remarks
1.	Technical Bid contains the following:		
	a. Bid Security Declaration Form		
	b. Technical & Commercial Un-priced offer.		
	c. Enclose Profile of the Tenderer & Experience.		
	d. Check list / Compliance Statement dully filled and signed (All Annexures)		
2.	Price bid strictly as per the format at Annexure-C		
3.	Covering Letter		
4.	Integrity Pact		

B. Compliance

5.	We confirm that there is no deviation from the Technical & commercial terms & conditions as stipulated in the Tender documents.		
6.	We confirm that we agree to all General terms & conditions including Payment terms as stipulated in the Tender documents.		
7.	We confirm that the prices quoted are inclusive of all taxes & duties and as per the prescribed proforma		

(Signature of Tenderer with Seal)

AGREEMENT

Agreement for _____ at BVFCL, Namrup, P.O. – Parbatpur, Dist. - Dibrugarh, Assam

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

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

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

AND WHEREAS BVFCL awarded job of _____, NAMRUP to M/s _____ vide Work Order No. BVFCL/ _____ dated _____ at value and as per terms & conditions of the contract & NIT.

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

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

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

5. The Supplier shall duly perform the said work in the manner aforesaid and observe the terms and conditions specified herein the contract. BVFCL shall pay to the Supplier the respective amount due for the works successfully executed by him as per the agreed schedule and such other sum as may become payable to the Supplier under the provisions of the Contract.
6. In consideration of the due provision, execution and completion of the said works, the Supplier does hereby agree to pay to the BVFCL and accept the provisions of the same as may be due to the BVFCL for the services as provided in the agreement.
7. In consideration of the due provision, execution and completion of the said works, the Supplier does hereby agree to pay to the BVFCL and accept the provisions of the same as may be due to the BVFCL for the services, if any, rendered to the supplier and for such other sums as may become payable to the BVFCL towards loss, damage to the equipment, materials, plant and machinery and liquidated damages, if any, as set forth in the said conditions of the contract such payment to be made at such time in such manner as provided in the Agreement.
8. The Supplier shall not assign or transfer the contract, benefits etc. to any other person except with the prior approval of the Owner.
9. **Arbitration**
Any disputes or differences whatsoever arising between the parties and or relating to the construction, interpretation, application, meaning, scope, operation, or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Conciliation & Arbitration of **ICADR** and the award made in pursuance thereof shall be final and binding on both the parties.

It is agreed by and between the parties that in case a reference is made to the arbitrator or the arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the arbitrator or Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI PLR or actual interest rate paid by the owner (BVFCL), whichever is lower, prevailing on the date of award of contract.
10. In the event of assignment approved by Owner and occurrence of any loss or injury thereafter and work is not executed as per the satisfaction and specifications mentioned in the Work Order and NIT, the Supplier shall be liable to duly compensate the Owner M/s Brahmaputra Valley Fertilizers Corporation Limited in this regard.
11. The documents as listed in the Work Order vide No. _____ dated _____ shall be deemed to form and to be construed as part of this Agreement.

In the presence of Witness
(Signature & Addresses)

Signed & delivered on behalf of

.....
(Signature)

Name:

Address:.....

.....

For M/s _____

Name:

Address:.....

.....

.....

.....

.....

.....

For Brahmaputra Valley Fertilizer Corporation
 Ltd. Namrup

.....
(Signature)

Name:

Name:

Address:.....

Address:.....

.....

.....

.....

.....

**BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND
PERFORMANCE BOND**

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

1. We, _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from BVFCL stating that there is a breach by the Supplier/Contractor of any of the terms and conditions contained in the Order or by the reasons of the Supplier's/Contractor's failure to comply with the terms and conditions as stipulated in the Order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the Order and as regard to the amount due and payable by the bank under this guarantee not withstanding any dispute or disputes raised by the said Supplier/Contractor regarding the validity of such breach and we agree to pay the amount so demanded by BVFCL without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

2. We, _____ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Order and that it shall continue to be enforceable till the dues of BVFCL under or by virtue of title said Order have been fully paid and its claim satisfied or discharged or till BVFCL certifies that the terms and conditions of the Order have been fully and properly carried out by the Supplier/ Contractor and accordingly discharge the guarantee.

3. We, the bank, undertake to pay to BVFCL any money so demanded notwithstanding any dispute or disputes raised by the said Supplier /Contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder, and the said Supplier/Contractor shall have no claim against us for making such payment.

4. We the bank further agree' that BVFCL shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Order or to extend time of performance by the said Supplier/Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the BVFCL against the said Supplier/Contractor and to for bear or enforce any of the terms and conditions relating to the Order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier/Contractor or for any forbearance, act or omission on the part of the BVFCL or any indulgence by the BVFCL to the Supplier/Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. Our liability under this guarantee is restricted to Rs. _____ and shall remain in force up to unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry. We shall be discharged from all liabilities under this guarantee thereafter.
6. This guarantee will not be discharged due to change in the constitution in the bank or the said Supplier/Contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to Finance Manager, M/s Brahmaputra Valley Fertilizer Corporation Limited, Namrup, _____.
8. We _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BVFCL in writing.
- Signed on the _____ day of _____.

For the Bank

Signature

Witness

Name (s) & Designation (s)

Name And address

Bidders Information

Details of the Bidder		
1	Name of the Bidder (Prime)	
2	Address of the Bidder	
3	Status of the Company (Public Ltd/ Pvt. Ltd)	
4	Details of Incorporation of the Company.	Date:
		Ref#
6	Valid GST registration no.	
7	Permanent Account Number (PAN)	
8	Name & Designation of the contact person to whom all references shall be made regarding this tender	
9	Telephone No. (with STD Code)	
10	E-Mail of the contact person:	
11	Fax No. (with STD Code)	
12	Website	
Financial Details (as per audited Balance Sheets) (in Cr)		
13	Year	
14	Net worth	
15	Turn Over	
16	PAT	
17	Please mention Turnover for 2019-20	

Signature: _____.

Name: _____ - Designation: _____

Date: _____, Place _____

Declaration for Acceptance of Tender Terms and Conditions

To

DGM(MM & Electrical)

BVFCL, Namrup,

PO - Parbatpur. Pin: – 786623

Dist - Dibrugarh., Assam.

Sir,

Subject: Tender No. _____ for
" _____".

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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

To

DGM(MM & Electrical)

BVFCL, Namrup,

PO - Parbatpur. Pin: – 786623

Dist - Dibrugarh., Assam.

Sir,

Subject: Tender No. _____ dated _____ for
" _____ " .

I have carefully gone through the Terms and Conditions contained in the above referred Tender. I hereby declare that my company/firm is not debarred/black listed/ On Holiday List in the last 02 years by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I declare the following

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

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

BID SECURITY DECLARATION FORM

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

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

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

Seal:

Date: