

ब्रह्मपुत्र वैली फर्टिलाइजर कारपोरेशन लिमिटेड

नामरूप



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

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

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NOTICE INVITING TENDER

- | | |
|------------------------------------|-------------------------------|
| 1. NIT No. | : F&S/48(Vol-V)/SB/2018/81 |
| 2. DATE OF ISSUE OF NIT | : 15.06.2018 |
| 3. TYPE OF BID | : Single Stage Open Tendering |
| 4. TIME FRAME | : As per NIT document |
| 5. LAST DATE OF SUBMISSION OF BIDS | : 02.07.2018 3.00 PM |
| 6. DATE OF OPENING OF BIDS | : 02.07.2018 3.30 PM |
| 7. EARNEST MONEY DEPOSIT | : Rs. 4000 |

Invitation for Sealed Bids for the following job

Engagement of Experience Agency in
PAINTING & IMPRINT OF SIGNBOARDS
At Namrup-III Plant of BVFCL

NOTE:

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

For & On behalf of BVFCL Namrup

(S. Sarkar)
DGM (TS)

DISCLAIMER

The information contained in this NIT or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of *BVFCL NAMRUP* or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

This NIT is not an agreement and is neither an offer nor invitation by *BVFCL NAMRUP* to the prospective Bidders or any other person. The purpose of this NIT is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this NIT. This NIT includes statements, which reflect various assumptions and assessments arrived at by *BVFCL NAMRUP* in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for *BVFCL NAMRUP*, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and obtain independent advice from appropriate sources.

Information provided in this NIT to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. *BVFCL NAMRUP* accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

BVFCL NAMRUP and its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or selection process, regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Selection Process.

BVFCL NAMRUP also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this NIT. *BVFCL NAMRUP* may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this NIT. The issue of this NIT does not imply that *BVFCL NAMRUP* is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, and *BVFCL NAMRUP* reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

Regardless of the conduct or outcome of the selection process, the Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by *BVFCL NAMRUP* or any other costs incurred in connection with or relating to its Proposal.

The Bidder shall not make any public announcements with respect to this Bidding process or this document. Any public announcements to be made with respect to this bidding process or this Document shall be made exclusively by *BVFCL*. Any breach of this clause by the Bidder (before and after the award of the work) shall be deemed to be non-compliance with the terms and conditions of this document and shall render the Bid liable for rejection. Decision of *BVFCL NAMRUP* in this regard shall be final and binding upon all the Bidders.

The Document and the information shared by *BVFCL NAMRUP* with the Bidders excluding information already available in the public domain are strictly confidential and privileged and are for the exclusive use of the party to whom it is issued. This Document must not be copied or distributed by the recipient to third parties (other than, to the extent required by the applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this document. In case after the issue of the document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this document and the information contained therein must be kept confidential by such party and its professional advisors at all times.

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Terms & Conditions

Sealed Tenders are invited by Brahmaputra Valley Fertilizer Corporation Limited (BVFCL), Namrup to engage an experienced agency in **PAINTING & IMPRINT OF SIGNBOARD AT NAMRUP-III PLANT of BVFCL, Namrup plants**

1.0 OBJECTIVE:

BVFCL NAMRUP is intended to engage an adequately qualified and experienced agency for **PAINTING & IMPRINT OF SIGNBOARD AT NAMRUP-III PLANT**. The Trade Name/Firm Name of the company is to be clearly mentioned along with supporting documents.

2.0 BROAD SCOPE OF WORK:

- 2.1 Broad Scope of Work has been detailed in Annexure-IV.
- 2.2 The Bidder shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The Bidder shall have no objection to carry out work in excess of the quantities stipulated in Schedule of Work if so ordered by the company at the same rates, terms and conditions.
- 2.3 The work shall have to be started within fifteen days from the date of issue of work order.
- 2.4 Time will be regarded as the essence of the Contract and the failure on the part of the party to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Competent Person as per terms of the tender/contract.

3.0 BIDDING DOCUMENTS:

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

4.0 VALIDITY OF BIDS:

- 4.1 The submission of any Bid in accordance with the Bid document and specifications shall constitute an agreement that the Bidder shall have no claim/action against *BVFCL NAMRUP* for rejection of the Bid. *BVFCL NAMRUP* shall always be at liberty to reject or accept any Bid at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against *BVFCL NAMRUP*.
- 4.2 The Bid shall be kept unconditionally valid for a period of three (3) calendar months from the due date for submission of Bids

4.3 *BVFCL NAMRUP* may request the bidder to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his offer and Bid security suitably as per relevant provisions.

5.0 AMENDMENT OF BIDDING DOCUMENTS:

5.1 At any time, prior to the deadline for submission of bids, *BVFCL NAMRUP* for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment thereto.

5.2 The amendment will be notified in writing or by e-mail/fax or letter to all prospective Bidders, who have received the bidding documents or informed *BVFCL NAMRUP* after downloading the same and will be binding on them.

5.3 *BVFCL NAMRUP*, at its discretion, may extend the last date for the submission of bids.

6.0 LANGUAGE OF BID:

The Bid prepared by the Bidder and all correspondence relating to the Bid exchanged between the Bidder and *BVFCL NAMRUP* shall be written in English language only.

7.0 DOCUMENTS COMPRISING THE BID:

7.1 The Bidders shall submit their Bids in single cover system, as specified below, duly signed and completed in all respects along with a covering letter indicating clearly any deviations, if any, in the terms and conditions or any new conditions stipulated by it and other enclosures as required.

7.2 Documents shall be accepted only in the physical form and not in the electronic media. The Trade Name/Firm Name, under which the job will be conducted, is to be clearly mentioned and for all communications/documents, letter head of the firm name is to be used. The offers would be submitted in a sealed envelope super scribed "Engagement of experience agency in **PAINTING & IMPRINT OF SIGNBOARD AT NAMRUP-III PLANT in BVFCL Namrup**, containing the following separate sealed clearly identifiable envelopes:

Part-I		Refundable EMD of Rs4000/- (rupees Four thousand only) in the form of Demand Draft drawn in favour of "Brahmaputra Valley Fertilizer Corporation Limited, Namrup", payable at Namrup or Bank Guarantee, with validity of at least one year, for equivalent amount from a Nationalized Bank/Scheduled Bank, valid for 6 (six) months + 6 (six) months claim period thereafter, shall only be acceptable. EMD may also be accepted in the form of Indemnity Bond in case of PSU/Govt. Departments/Statutory bodies. Registered small scale industries are exempted from paying EMD.
Part-II		Price Bid
Part-III		N/A

7.3 Part-I: Earnest Money Deposit (EMD)

7.3.1 The bid shall be accompanied by specified EMD. The EMD shall be submitted in a separate cover legibly marked with "**Envelope A: Part- I EMD, NIT Number & Bid due date**".

- 7.3.2 The envelope containing the EMD will be opened before opening of Part-II. The opening of Part-II is dependent on the acceptance of the EMD with respect to EMD amount, whether original EMD deposit receipt is enclosed, etc.

7.4 Price Bid

The Price Bid shall be submitted in a separate cover legibly marked with “**Envelop B: Part-II – Price Bid, NIT Number, Bid due date**” Price Bid should include the Bid price in the price schedule format enclosed as **Annexure-V** and it shall not contain any conditions/deviations whatsoever.

- 7.5 All the above two envelopes (Envelope A & B) containing Bid parts I & II shall be sealed individually and these sealed envelopes shall be put together in a 3rd envelope called outer envelope.

- 7.6 The outer envelope shall be sealed properly and to be addressed to:-

Dy. General Manager (T.S.)

BVFCL NAMRUP

P.O. – Parbatpur, Dist. – Dibrugarh Assam 786623

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

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

8.0 **ELIGIBILITY CRITERIA FOR BIDDING:**

- 8.1 The agency must have previous experience of job related to erasing/ painting/ imprinting of doing /making sign board which they propose to engage for the subject job.
- 8.2 Unconditional Discounts/Rebates if any given in the bid or along with bid will be considered for evaluation.
- 8.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder (without considering discount) for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount/rebate.
- 8.4 In case any bidder withdraws their bid within the bid validity period, EMD will be forfeited for that party.
- 8.5 In case WO/LOA issued is not accepted by the selected bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in

9.0 **SCOPE OF SERVICES AND TIME SCHEDULE.**

- 9.1 The assignments, broadly specified in clause no. 2.0
- 9.2 The assignment is to be strictly as per the Terms and condition of the NIT. The entire Scope of Work to be completed within 90 (Ninety) days of award of Work Order.
- 9.3 All the tools and tackles and the arrangements required for the erasing and painting jobs will be arranged by the party themselves.

10.0 FEES AND PAYMENT STRUCTURE:

- 10.1 The total fees payable to the shall be quoted by the Bidders on lump sum basis and 100% of the Work Order amount will be released 30 days after completion of the entire scope of work. **NO AMOUNT AS ADVANCE SHALL BE PAID TO THE SUCCESSFUL BIDDER.**
- 10.2 Statutory dues, taxes etc, if applicable, will be deducted at source.
- 10.3 Payments shall be effected through electronic transfer only.
- 10.4 Pay ability of Good Service Tax including rates are to be quoted separately.
- 10.5 In case, the assignment has to be abandoned, at any stage, due to any reason beyond the control of *BVFCL NAMRUP*, proportionate payments till then would be considered as 'Drop-dead Fee' for full & final settlement and no further claims would be made from either side.

11.0 TAXES & DUTIES:

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

11.1 Income Tax

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

11.2 Good Service Tax

The Good Service Tax, if payable, shall be reimbursed by *BVFCL NAMRUP* at actual. Details of Service Tax payable by the Contractor and *BVFCL* may be mentioned in the offers. Any variation in the percentage of service tax +/- with respect to the Service Tax (lump sum) will be to *BVFCL NAMRUP*'s account and any new indirect taxes imposed by State/Central Governments within the contract period shall be borne by the party/agency.

12.0 SECURITY DEPOSIT & PERFORMANCE BANK GUARANTEE:

- 12.1 The successful Bidder shall be required to deposit Security Money @10% of the Work Order value. The EMD amount deposited by the successful Bidder may be adjusted towards the Security Deposit, if desired. The amount shall be deposited within seven days of receipt of Lol/Work Order by way of Demand Draft/Bank Guarantee in the prescribed proforma (to be provided by *BVFCL*) from any Nationalized/Scheduled Bank.
- 12.2 PERFORMANCE BANK GUARANTEE shall be returned back to the party on demand, after the expiry of the defects liability period or on payment of the amount of the final bill payable in accordance with relevant clause of these conditions, whichever is later, provided *BVFCL NAMRUP* is satisfied that there is no demand outstanding against the party.
- 12.3 No interest shall be payable on the Security Deposit. The Bank Guarantee shall be furnished from a Nationalized Bank/ Scheduled Bank and the same shall remain valid

during the entire consultancy period plus claim period of 6 (six) months. Bank Guarantee forwarded from any foreign bank should be counter guaranteed by any Indian Nationalized bank.

- 12.4 Failure of the successful Bidder to comply with the above requirements of submission of PERFORMANCE BANK GUARANTEE shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the EMD.

13.0 SIGNING OF BID:

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

14.0 DISCRETION OF BVFCL:

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

15.0 FACILITIES TO BE PROVIDED BY BVFCL:

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

16.0 DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:

- 16.1 The following documents in originals shall be sent to the *Dy. General Manager (T.S.)*,

BVFCL NAMRUP, P.O. - Parbatpur, Dist.- Dibrugarh, Assam 786623 for claiming payment.

- ✓ Invoices - original + 1 copy
- ✓ Reports/Documents supporting the claim.

17.0 FORCE MAJEURE:

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

18.0 OWNERSHIP OF DOCUMENT & CONFIDENTIALITY:

- 18.1 The successful Bidder shall maintain strict confidentiality of all documents, record notes of discussion, drawings, designs and other technical information supplied to them by *BVFCL NAMRUP* or prepared by them in respect of the works under this contract and shall not pass on any information to any other agencies/organizations without the written permission of *BVFCL NAMRUP* except to the extent required for execution of this contract.
- 18.2 Neither party shall sublet, assign or otherwise transfer its rights or obligations under contract or any part of the same to any party without the previous written consent of the other party.

19.0 LIMITATIONS OF LIABILITY:

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

20.0 TERMINATION:

- 20.1 *BVFCL NAMRUP* may terminate this contract under the circumstances detailed below:
- 20.2 The contract for services shall be liable for termination by *BVFCL NAMRUP* if the conduct of the party and/or their personnel is considered by *BVFCL NAMRUP* to be against its interest.
- 20.3 *BVFCL NAMRUP* at any time, on finding that the performance of services under this contract is not satisfactory, will give a written notice to the party to take appropriate remedial steps. If remedial steps are not taken within 7 days or are not to *BVFCL NAMRUP*'s satisfaction, then *BVFCL NAMRUP* reserves the right to terminate the contract with a final notice for maximum 7 (seven) of days grace

to comply with the remedial action.

- 20.4 Upon termination of the contract at any time for whatsoever the reason by BVFCL, NAMRUP, the proportionate amount shall be payable to the party for the Services performed satisfactorily as per Contract, till the date of termination. However, the security deposit shall be forfeited. In the event of the contract being terminated and awarded to another party the difference, if any, shall be recovered from the fees or any other payment due from BVFCL NAMRUP, either in the present or from any other contract

21.0 EFFECTIVE DATE OF CONTRACT:

- 21.1 This Contract shall be deemed to have become effective from the date of award of Work Order/Letter of Intent of BVFCL, which will form part of the Contract.

22.0 DISPUTE RESOLUTION AND ARBITRATION:

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

23.0 SUBMISSION OF BID:

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

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

- 23.1 Documents to be enclosed with the Bid:
- 23.1.1 Complete NIT documents duly signed and stamped confirming acceptance of all terms & conditions of the NIT.
 - 23.1.2 Confirmation of terms and conditions (**Annexure-II**) duly filled in, signed and stamped supported with all relevant documents.
 - 23.1.3 PAN No, TAN No and Service Tax Registration Number
 - 23.1.4 An undertaking to the effect that
- 23.2 Bidders shall be required to deposit along with their Bid, a refundable earnest money deposit as stated above. In case of successful Bidders, the EMD would be adjusted against security deposit.
- 23.3 Bid should be submitted in a sealed envelope, super-scribed "Engagement of agency for erasing, painting and imprint so as to be received at the

under-mentioned address not later than the specified due date.

Dy. General Manager(TS)
Brahmaputra Valley Fertilizer Corporation Limited,
Namrup.

P.O. – Parbatpur, Dist. – Dibrugarh (Assam)

- 23.4 Bids (Technical) shall be opened at in presence of the Bidders or their authorized representatives who may like to be present. SUBLETTING IS NOT ALLOWED.
- 23.5 For any clarifications/or further details with regard to this NIT, the same can be obtained from/discussed with Shri Pranab Kumar Saikia Ex. Plant Manager (Safety) (Mobile 9435735636) and Shri S Sarkar, Dy. General Manager(TS), BVFCL NAMRUP (Assam) (Mobile #: +919954487889), e-mail: ssarkar@bvfcl.co.in.
- 23.6 BVFCL NAMRUP reserves the sole right to accept or reject any or all Bids without assigning any reason whatsoever and also have the right to relax any terms/conditions of the Bid and shall bear no liability whatsoever consequent upon such a decision.
- 23.7 The interested bidders shall sign all pages of this Tender Document and submit as a token of acceptance of all the terms of the assignment.

24.0 WORK ORDER/LETTER OF INTENT:

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

25.0 SIGNING OF AGREEMENT:

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

26.0 FAIRNESS & UNDESIRABLE PRACTICES:

- 26.1 All the Bidder(s) and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, BVFCL NAMRUP shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited practices") in the entire process. In such an event, BVFCL NAMRUP shall, without prejudice to its any other rights or remedies, forfeit and appropriate the performance security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to BVFCL NAMRUP for, inter alia, time, cost and effort of BVFCL NAMRUP, in regard to the work, including consideration and evaluation of such Bidder's proposal.
- 26.2 Without prejudice to the rights of BVFCL NAMRUP under the rights and remedies which BVFCL NAMRUP may have under the Lol (Letter of Intent) or the agreement, if a Bidder is found by BVFCL NAMRUP to have directly or indirectly or through an agent, engaged or indulged in any *corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice* during the entire Process or after the issue of the Lol or Work Order of the execution of the agreement, such Bidder(s) or consultant shall not be eligible to participate in any Bid issued by BVFCL NAMRUP.

- 26.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 26.3.1 "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Bidding Process;
 - 26.3.2 "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - 26.3.3 "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - 26.3.4 "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by *BVFCL NAMRUP* with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
 - 26.3.5 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- 26.4 BVFCL is committed to a corruption free work environment. All the above purchases, services and commitments of BVFCL will be honoured without the citizen to pay any bribe. In case any person demands any bribe, it is the duty of the responsible person to inform the matter to Vigilance Office, BVFCL, Namrup, P.O.-Parbatpur, Dist.-Dibrugarh, Assam, PIN 786623 (Tel. No. 0374-2507092, 0374-2507167, 0374-2500664 Tele-fax)
- 26.5 As per clause No. 160(ii) of General Financial Rules 2005, bidder's relevant enquiry regarding bidding conditions, bidding process and/or rejection of bid will be suitably and promptly replied.

Format for Signing of Agreement
(On stamp paper)

THIS AGREEMENT is made on the..... Day of..... 2018 between Brahmaputra Valley Fertilizer Corporation Limited, Namrup, having its Registered Office at Namrup (Assam) hereinafter called "The Company" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part.

AND

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

Now this Agreement Witnesseth as follows:-

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

Dy. General Manager (TS)
BVFCL NAMRUP

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

CONFIRMATION OF TERMS AND CONDITIONS

Enquiry No
 Name of the Bidder
 Offer No

We confirm/ clarify as follows:

Sl. No	DESCRIPTION	BIDDER'S CONFIRMATION / ACCEPTANCE/ COMMENTS
1.	Price basis firm till execution of the contract	CONFIRMED
2.	Price submitted as per price schedule format	CONFIRMED
3.	Validity of bid: as per clause 4.2 of the bid document	CONFIRMED
4.	Fees & payment structure: as per clause 10.0 of the bid document	CONFIRMED
5.	EMD enclosed	CONFIRMED
6.	Bank guarantee against security deposit if applicable	CONFIRMED
7.		
8.	Acceptance of terms and conditions of the NIT document in totality	ENCLOSED
9.	Documents in support of Eligibility criteria in Clause 10.0	CONFIRMED
10.	PAN/TAN No & other statutory requirement details	ENCLOSED FURNISHED
11.	Goods Service tax registration number	FURNISHED
12.	Contact details like Fax No., e-mail id and postal address of at least two main contact persons of this job.	FURNISHED
13.	It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer; the condition indicated in this summary shall prevail.	FURNISHED

AUTHORISED SIGNATORY OF THE BIDDER:

TITLE :
 DESIGNATION :
 DATE :

BID FORM

(GENERAL INFORMATION OF THE FIRM & ITS CAPABILITY)

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

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

Note:

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

Schedule of Jobs

SL. No	LOCATION OF SIGNBOARD	SIZE OF THE BOARD (IN INCH)	TOTAL AREA (IN Sq..Ft.)
1.	Near Factory Main Gate (Out Side)	7 ft X 4 ft. 2inch	29.17 sq. ft.
2.	- do -	6 ft. 7inch X 5ft.	32.92 sq. ft
3	Factory Main Gate.	25 ft X 3 ft	75 sq. ft
4	Near Factory Main Gate (Inside)	2ft-2inch X 1ft-4inch	2.88 sq. ft.
5	-do-	9ft-11inchX8ft.-4inch	82.64 sq. ft.
6	Fire Station	1ft-6inch.X 1ft.-11inch	2.88 sq. ft
7	In front of Fire Station	3ftX2ft.-8inch	8 sq. ft.
8	- do -	2 ft.X2ft.	4 sq.ft.
9	In front of Urea-III Plant	3ft.X2ft.-8inch.	8 sq. ft
10	-do- (Inside Cooling Tower).	8ft.-1inch.X3ft.	24.25 sq. ft.
11	-do- (Inside Cooling Tower).	2ft.-7inch.X2ft.	5.17 sq. ft.
12	In front of Urea-III Plant	2ft. -10 inch. X 2 ft.-1inh	5.9 sq. ft.
13	In front of Urea-III Plant	4 ft.-2 inch. X 2 ft. 2 inch..	9 sq. ft.
14	In front of Urea-III Plant	2 ft.-5 inch. X 2 ft.-1 inch.	5 sq. ft.
15	In front of Urea-III Plant	5 ft. X 2 ft.-4 inch	11.67 sq. ft.
16	Urea-III Plant (Elect. W.S)	4 ft.-2 inch. X 4 ft.-2inch	17.36 sq. ft.
17	In front of N-III admn. Building	4 ft.-2 inch. X 4 ft.- 2 inch	17.36 sq. ft.
18	Urea-III Plant.	2ft.-6inchX1ft.-11inch	4.79 sq. ft.
19	Urea-III Plant	4 ft.-3inch. X 4ft.-2inch.	17.71 sq. ft.
20	Urea-III Plant	7ft.-8inch. X 4ft-2inch	31.94 sq. ft.
21	Urea-III Plant	4ft.-2inc X 2ft.- 3inch	9.38 sq. ft.
22	Urea-III Plant	4ft.X 2ft.	8 sq. ft
23	Urea-III Plant	4ft.-2inch.X2ft.-3inch.	9.38 sq. ft.
24	Urea-III Plant (Cooling Tower)	6ft.-8inchX4ft.	26.67sq.ft.
25	<u>Ammonia-III Plant</u>	6ft-8inchX4ft.-2inch	27.78sq.ft.
26	-do-	3ft.X2ft.	6 sq.ft.
27	-do-	4ft-11inchX2ft.	9.8 sq.ft
28	-do-	3ft.X 2ft.-6inch.	7.56 sq. ft.
29	-do-	5ft.X 2ft.-1inch.	10.4 sq. ft.
30	-do-	4ft.-2inchX4ft.-2inch.	17.36 sq. ft.
31	-do-	3 ft.-9 inch. .X 3 ft	11.25 sq. ft.
32	-do-	2 ft.-10 inch. X 2 ft.-1 inch.	5.90 sq. ft.
33	-do-	2 ft.-10 inch. X 2 ft.-1inch.	5.90 sq. ft.
34	-do-	2 ft. X 4 ft.	8 sq. ft.
35	-do-	5 ft. X 5 ft.-8 inch.	28.33 sq. ft
36	-do-	4 ft. X 2 ft.	8 sq. ft.
37	-do-	4 ft. X 2 ft.	8 sq. ft.
38	-do-	2 ft. X 2 ft.	4 sq. ft.
39	-do-	2 ft.-6 inch. X 2 ft	5 sq. ft.
40	-do-	2 ft.-6 inch. X 2 ft.	5 sq. ft.
41	-do-	3 ft.-9 inch. X 3 ft.	11.25 sq. ft.
42	-do-	2 ft.-10 inch X 2 ft.-1 inch	5.9 sq. ft
43	-do-	2 ft. X 4 ft.	8 sq. ft.
44	-do-	2 ft.-10 inch. X 2 ft.-1 inch.	5.9 sq. ft.
45	-do-	2 ft. X 1 ft.-6 inch.	3 sq. ft
46	-do-	2 ft.-10 inch. X 2 ft.-1 inch.	5.9 sq. ft.

SL. No	LOCATION OF SIGNBOARD	SIZE OF THE BOARD (IN INCH)	TOTAL AREA (IN Sq..Ft.)
47	-do-	2 ft.-6 inch. X 2 ft.	5 sq. ft.
48	-do-	6 ft.-7 inch. X 4 ft. 1 inch.	26.88 sq. ft
49	-do-	6 ft.-7 inch. X 4 ft. 1 inch.	26.88 sq. ft
50	Bagging—III Plant	2 ft.-8 inch. X 2 ft. 1 inch.	5.55 sq. ft
51	-do-	3 ft. X 2 ft	6 sq. ft.
52	Captive Power Plant	3 ft. X 2 ft.	6 sq. ft.
53	-do-	3 ft. X 2 ft.	6 sq. ft.
54	-do-	2 ft.-10 inch. X 2 ft.- 1 inch.	5.9 sq. ft.
55	-do-	2 ft.-10 inch. X 2 ft.- 1 inch.	5.9 sq. ft.
56	-do-	3 ft.-3 inch. X 2 ft.-1 inch	6.77 sq. inch.
57	-do-	4 ft.-2 inch. X 3 ft.-1 inch	12.85 sq. ft
58	-do-	4 ft.-2 inch. X 3 ft.-1 inch	12.85 sq. ft.
59	-do-	3 ft.-2 inch. X 2 ft.-1 inch.	6.60 sq. ft.
60	-do-	4 ft.-2 inch. X 4 ft.-2inch	17.36 sq. ft.
61	-do-	3 ft.-2 inch. X 2 ft.-1 inch.	6.6 sq. ft.
62	DM Plant-III	3 ft.-2 inch. X 2 ft.-1 inch.	6.6 sq. ft.
63	-do-	4 ft.-2 inch. X 3 ft.-1 inch	12.85 sq. ft.
64	-do-	4 ft.-2 inch. X 4 ft.-2 inch.	17.36 sq. ft
65	-do-	3 ft. X 2 ft.	6 sq. ft.
66	-do-	3 ft.-3 inch X 2 ft.- 1inch.	6.77 sq. ft,
67	-do-	3 ft. X 2 ft.	6 sq. ft
68	-do-	4 ft.-1 inch. X 2 ft.- 1 inch.	8.5 sq. ft

Total = 866.52 sq. ft.

Proforma for Price Bid

Sl. No.	Item	Rate/Amount/Area
1.	Rate per Sq. Ft. (Rs./Sq. Ft.)*	
2.	Total estimated area as per NIT (Sq. Ft.)	
3.	Total Amount (Rs.) excluding GST	
4.	Rate of GST applicable (%)	

*** This includes surface cleaning, removal of old paints, applying one coat primer, applying two coat paints and writing letters.**