



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

Please reply to:

Dy.G.M.(F)
 BVFCL Namrup
 P.O. Parbatpur – 786623
 Dist. Dibrugarh (Assam), India.

T/Phone - 374 2500547; e-mail: finance@bvfccl.co.in, www.bvfcl.com CIN No: U24123A S2002GOI006786

N I T

1. NIT NO : **A/XII/2018-19/GST/AKS/ 01** **DATE** : **12.06.2018**
2. DATE OF ISSUE : 30.06.2018
3. TYPE OF BID : Single bid system
4. Last date / time of receiving tender : 20.07.2018 at 03:00 PM
4. BID OPENING : 20.07.2018 at 03.30 PM
5. EARNEST MONEY DEPOSIT : Rs. 5,000.00
6. BRIEF DESCRIPTION OF WORK : **Appointment of Consultant of Goods and Services Tax (GST) for working and providing consultancy in BVFCL.**

7. NIT issued to the following parties on limited tender basis:

Sl. No.	Name of firm	Desgn.	Address
1	M.P. Bagaria & Co.	CA	Shanibari Road, Dibrugarh-786001, Assam
2	Rakesh Agarwal & Co.	CA	1st Floor, Goeanka Market, RKB Path, Dibrugarh-786001, Assam
3	Agarwal Associates	CA	Behind Lakhimpur Rice Mill, Rotary Road, Dibrugarh - 786001 Assam
4	Khemka Associates	CA	Khemka Market 1 st floor Dibrugarh - 786001 Assam (M)9435030174
5	Chandan Bawari & Co.	CA	Cole Road, Dibrugarh-786001, Assam
6	M/s AMD & Associates	CA	URSA Complex, Rotary Road, Dibrugarh, - 786001 (M)9864201903
7	Amit Choudhary & Associates	CA	H.S. Road Dibrugarh-786001, Assam- (M)9435034581
8	Birmiwal Associates	CA	Jagadamba Apartment, 5th Floor, Khageswar Road, Tinsukia-786125, Assam
9	Ronak Agarwal & Associates	CA	2 nd Floor Inder Mansion (near ASTC AT Road) Tinsukia, 786125, Assam (M) 9435972722
10	Manish D P Agarwal & Co.	CA	JR Complex, 1st Floor, AT Road-, Tinsukia-786125 Assam
11	Shashi B. Goel & Co.	CA	Behind UCO Bank, Makum Road, Tinsukia- 786146, Assam

Annexure-I:

Appointment of Consultant for Goods and Services Tax (GST) for working and providing Consultancy in BVFCL.

NIT NO.: A/XII/2018-19/GST/AKS/01

Date: 12/06/2018

Fee for one year consultancy services in BVFCL in respect of various jobs under the act of GST/ Indirect Taxes:-

S.No.	Particulars	Amount Quoted in Rupees (Rs)
	Professional Fees for all respective job arises out of execution of Goods and Services Tax (GST) :-	
1	Data collection, preparation and filing of all GST returns	
2	Providing consultancy service of GST and any remaining indirect taxes	
3	GST	
	Total Amount	

Signature
With name,
Designation & seal of the firm



Annexure-II

No deviation certificate

Invitation to Bid Document of Appointment of Consultant for Goods and Services Tax (GST) for working and providing consultancy in BVFCL.: NIT No.:

A/XII/2018-19/GST/AKS/01 Date: 12/06/2018

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. We confirm that consultancy offered for Goods and Services Tax (GST) by us shall conform to the specifications mentioned in Eligibility & Evaluation.

**Signature
With name,
Designation & seal of the firm**

Annexure-III:

BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT

(To be prepared on Stamp paper issued in the name of Bank)

This **BANK GUARANTEE** No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and **BRAHMAPUTRA VALLEY FERTILIZER CORPOTATION LIMITED**, a Company registered in India under Companies Act, 1956 and having its registered office at Shillong, Meghalaya, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement No. _____ dated _____ (hereinafter called CONTRACT) entered into between **BRAHMAPUTRA VALLEY FERTILIZER CORPOTATION LIMITED** (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____

_____ as envisaged in the Contract, Contractor has to submit a SECURITY DEPOSIT for Rs. _____

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to

OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. _____.

2. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be valid for an initial period of

_____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the



above mentioned certificate of commissioning / erection / completion certificate, the BANK GUARANTEE FOR SECURITY DEPOSIT shall become null and void.

3. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of

Annexure

paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The BANK GUARANTEE FOR SECURITY DEPOSIT is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)



NOTICE INVITING TENDER

A/XII/2018-19/GST/AKS/01

Date: 12/06/2018

Subject: Invitation to Bid Document for Appointment of Consultant of Goods and Services Tax (GST) for working and providing consultancy in BVFCL for one year.

Dear Madam/Sir,

Sealed Tenders are invited for and on behalf of **BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP (BVFCL)** in single bid system where one set of document is enclosed herewith, for submission of your most competitive offer.

Brief description of the work is given below:-

Name of Work: **Consultant of Goods and Services Tax (GST) for working and providing consultancy in BVFCL for one year.** Earnest Money: Rs. 5,000/-. Earnest Money to be deposited in (NEFT): SBI NAMRUP Account No.: 10701519301, IFSC: SBIN0000223, MICR: 786002102

Last date and Time for submission of the Tender: 20/07/2018 up to 03:00 pm.

- a) Bid will be opened on 20/07/2018 at 03:30 PM
- b) Tender to be submitted to: **Dy. General Manager (Finance), BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED**, NAMRUP, DIST- DIBRUGARH, ASSAM PIN 786623.

You are requested to submit the sealed tender under the single Bid System as under:-

1. Documents regarding certificate of registration /practice of the firm,
2. PAN of Firm or individual concerned,
3. Registration of GST if any,
4. Documents regarding experience of the firm,
5. Documents regarding assignments/works order and performance certificate if any.
6. Envelopes containing Bid will be Super Scribed Enquiry Number.
7. More information about the company can be found on www.bvfcl.com
8. The tender documents are also available at BVFCL Web site – and can be downloaded from the site.

Thanking you,

Yours sincerely,

For

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(P.C. Gupta)

Dy. General Manager (Finance)



Enclosed: As above.

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(A Govt. of India Undertaking)

Invitation to Bid Document for Appointment of Consultant of Goods and Services Tax (GST) for working and providing consultancy in BVFCL for one year.

NIT No.: A/XII/2018-19/GST/AKS/01 Date: 12/06/2018

1) About BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED:

1. Brahmaputra Valley Fertilizers Corporation Limited (BVFCL) was incorporated on 5th April 2002 after segregation of Namrup units in Assam from Hindustan Fertilizer Corporation Limited (HFCL). BVFCL is a Schedule- 'B' CPSE in Fertilizers Sector under the administrative control of Ministry of Chemicals and Fertilizers, Department of Fertilizers with 100% shareholding by the Government of India. Its Registered and Corporate offices are at Namrup, Assam.

The complex had its first group of plants named Namrup-I consisting of one Sulphuric Acid (2x125 TPD), one Ammonium Sulphate (3x101 TPD) and one 167 TPD Urea-Ammonia plants commissioned on January 1969. All these plants were established with gas as feedstock for the first time in the Country and now closed/ scraped. There were expansion of urea capacity with commissioning of Namrup-II and Namrup-III ammonia urea plants in October 1976 and October 1987 respectively. These plants are in operation and stand as the only urea producing units in the Eastern part of the country.

1.2 Production Units: Its two operating Units: Namrup-II & Namrup-III consists of Ammonia, Urea and Utilities plants. Capacity of Ammonia Plant of Namrup-II is 480 MT of Ammonia per day and urea plant is of 800 MT (400x2) of urea **produced in two streams**. Capacity of Ammonia Plant and Urea Plant of Namrup-III are 558 MT per day and 900 MT per day respectively.

Namrup Fertilizers Complex is situated at the bank of Dilli River and draws the water required from it. Two numbers of gas turbine of capacity 15 MW each, generate electricity to meet the power demand and raise steam for utilization in the complex. The complex is also connected to the state grid to draw the power as per the requirement in case of internal power failure. The Service Boiler in Namrup-II generates 75 MTPH steam at 39 Kg/cm² and 300°C whereas Service Boiler in Namrup-III generates 86 MTPH steam at 47 Kg/cm² and 380°C and the steam so produced is consumed in Urea plant-II & III respectively. It has two auxiliary Boilers of capacity to generate 50 MT steam at 134 Kg/cm² for Namrup-II and 120 MT steam at 110 Kg/cm² for Namrup-III.

The end product - piled Urea - is sold under the brand name of 'MUKTA'. The complex is well connected with rail/ road and the product is dispatched and sold in the States of North East, West Bengal and Bihar. Both the units are having facility for 100% Neem Coated Urea production as per Gol directive and currently the company is producing only neem-coated Urea.

1.0 Beside urea production, bio-fertilizer and Vermi Compost are manufactured and sold to farmers through existing dealer network. To increase market acceptability, the company has gone into trading business of seeds, pesticides and fertilizers (MoP, DAP, SSP, Rock Phosphate, and micro nutrient).

1.1 Feed Stock:

a. Natural gas is the only feedstock and fuel for the existing plants of BVFCL Namrup. Natural gas is transported from the near-by oil/gas fields through pipeline of about 30 km length. The following agreements are in place for supply/transportation of Natural Gas:

(i) Gas Supply & Purchase Agreement (GSPA) with M/s OIL

Quantity: 1.72 MMSCMD on firm basis (Validity up to 31.03.2022)

(ii) Gas Transportation Agreement with M/s Assam Gas Company Limited, Duliajan (Assam State Govt. Undertaking) (Validity up to 25.03.2020.)

b. The existing GSPA with OIL is on firm basis for confirmed availability of 1.72 MMSCMD of gas. OIL has been approached for higher supply of natural gas at local level, at corporate level and ministry level. However, they have expressed their inability to supply any additional gas.

c. BVFCL requires 1.95 MMSCMD of gas to run both Namrup-II and Namrup-III Plants at full load. At present due to limitation in gas supply to 1.72 MMSCMD against requirement of 1.95 MMSCMD, Namrup-II plants are operated at 50% load only. There is shortage of 0.23 MMSCMD of gas.

d. Beside there is shortage in actual supply of Natural Gas during summer months at an average supply of 1.60 MMSCM. This results in restriction in plant load. During the year 2015-16 (up to 31.12.2015) there has been production loss of 14,851 MT of urea due to NG shortage. Production loss due to Natural Gas during previous years 2010-11, 2011-12, 2012-13, 2013-14, 2014-15 and 2015-16 were 35530 MT, 7220 MT, 16973 MT, 16536 MT, 2406 MT and 15,108 MT of urea respectively.

e. Units of BVFCL being situated in the North-east, gets concession in gas price to the tune of 40%. From 01.10.2016 the cost of Natural Gas is \$1.50 per MMBTU (60% of \$2.50) which comes to a Basic price of around Rs.3.50/ SM³ at exchange rate of Rs.66.75 per US\$

f. The periodicity of price determination/notification is half yearly. Based on actual international price, the gas price is being fixed.

1.2 Present Status of the Operating Units:

a. Namrup-III: Namrup-III plants are operating at 100% load on sustained basis. However the plants suffer from obsolescence and ageing of equipments. These lead to lower on-stream days affecting annual production.

b. Namrup-II: The actual available urea capacity of the plant is limited to 50% and actual capacity utilization is often lowered due to reasons as under:

i. The plants are underperforming due to obsolete technology, frequent equipment failures and non availability of original spares.

ii. The available capacity is restricted to 50% capacity due to limited supply of Natural Gas to 1.72 MMSCMD against total requirement of 1.95 MMSCMD.

- iii. Old technology adapted in the units.
- iv. Old age of the plants and Non-availability of spares due to obsolescence.

1.3 Marketing, Sale & Distribution: BVFCL distributes and sales the manufactured Urea under the brand name “Mukta”. Urea is sold through its dealer network to North Eastern States, West Bengal and Bihar also exports to Nepal. BVFCL is major supplier of urea in North-East region.

1.4 Bio-fertilizers & Vermi Compost:

BVFCL is successfully producing and selling Bio-fertilizer. The capacity of the unit is 20 MT annually. 4 strains of Bio-fertilizer can be produced namely Rhizobium, Azotobacter, Azospirillum, Phosphate Solubilising Bacteria.

2) Eligibility Criteria:

- 2.1 The entity of tenderer should be minimum 5 years old company or firm consisting of more than one member.
- 2.2 Certificate of practice and certificate of professional qualification, PAN, GST registration (if registered) to be enclosed along with tender documents.
- 2.3 A firm of Chartered Accountants should have at least two qualified partners out of which at list one partner should be FCA.
- 2.4 The firm should have experience of GST implementation for one year (to be considered as on closing date of the bid). In support of experience of GST implementation they have to produce copy of different assignment under which they acted as consultant also to produce performance certificate from the assignor.
- 2.5 The firm should have their office in the district of Tinsukia / Dibrugarh.

3) Scope of Work- Overview:

Scope of work/ services

The Company intends to engage a consultant/consultancy firm to provide advisory services & execution work of GST as mentioned in the NIT - **Annexure I**.
The company needs professional helps in the field of indirect taxes that is GST.

The scope of services shall apply to the following plants/offices:

- **Plant -II & III/ production unit at Namrup**
- **Corporate Office, Namrup**
- **Liaison Office, Noida**
- **Marketing office at Agartala, Kolkata, Patna, Manipur, Nagaland, Meghalaya & Mizoram.**
- **Export to Nepal through MMTC**

4. Detailed Scope of Work: execution of Assignments

- 4.1 Update impact analysis basis under prevailing final law.
- 4.2 Form cross competency teams & charter in key impact areas for implementation.
- 4.3 Suggest changes for compliances and documentation
- 4.4 Through study of Input tax credit on old items lying on stock & capital if any arise in due course.
- 4.5 Excise/ Service tax/VAT/CST position.
- 4.6 Taking active Part in pending Assessment of VAT and CST.

- 4.7 Stock valuation policy, Existing Excise, service Tax & VAT credit balances will be transferred into GST credit account.
- 4.8 Payment of taxes - Creation of new tax categories
- 4.9 New reports for Sales, Stock Transfer etc.
- 4.10 Inventory Valuation. Method and timings.
- 4.11 Complete matching of sales, purchases and tax data (Matching of purchase and sale invoices)
- 4.12 Action on reverse charges accessing for availing input Tax credit, Data collection form dealing sections, working for preparation of returns and filing it on line time to time on or before due date for meeting all statutory compliance of the company.
- 4.13 Proving help for generating Way bill / road permit etc whatever it may be.
- 4.14. Healthy tax planning in favour of BVFCL.
- 4.15 Attend before the authority if any matter arises regarding clarification of any Implication.

5.0 BVFCL's specific obligations

Bidder may specify the requirement to be fulfilled by BVFCL under owners' obligations.

6.0 Instruction to Bidders:

- i. Forwarding Letter confirming all terms & conditions of tender.
- ii. No deviation certificate (**Annexure-II**).
- iii. Blank tender document duly signed on every page of Notice Inviting Tender, Evaluation criteria, Scope of work, Terms and Conditions, Blank Price Bid and all annexure, with the rubber seal of the bidder, indicating the name and the status of the signatory, as a token of acceptance thereof.
- iv. Documents in support of qualification requirement as mentioned at SL. **No. 3** of NIT.
- v. Earnest money of **Rs.5,000/-** (Copy of NEFT: SBI-Namrup Account 10701519301, IFSC: SBIN0000223, MICR:786002102)
- vi. Bidders will be informed about opening of price bid through E-mail/ Telephonically.

The quoted rates/prices shall be checked to determine the arithmetical correctness of the bid. In case, if any clarification/additional information are required, bidders are free to approach/visit BVFCL and seek the necessary information/clarification before submission of the Bid documents. All the bids should be unconditional. The bid, all correspondence and documents related to the bid shall be in English.

6.01 Acceptance/rejection of tender - BVFCL reserves the right to accept or reject, at its sole discretion, any bid/all bids, in whole or in part and/or accept other than the lowest bid without assigning any reasons thereof. BVFCL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.

The offer of the Bidder shall have to be kept valid for a period of 60 days from the date of submission of tender.

7.0 DELIVERABLES, TIMELINE, PAYMENT TERM & INVOICING PROCEDURE:

7.1 Deliverables: As per Scope of Work: working, preparation of all returns time to time compliable during the tenure of the contract.

7.2 Timelines: one year contract.

7.3 Payment Term:

(A) Company shall pay to the Consultant/Consultancy firm, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions thereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

(B) Total of Professional fees as quoted plus the applicable tax/Service Tax thereon at actual rate, payable to the Consultant for the project period shall be the total Contract Value under this Agreement.

(C) The payment against the invoices raised by the Consultant will be made on completion of the following milestones:

S. No	Deliverable/ Mile stones	% of Payment of the fee quoted for the respective scope of work
1	End of Three month	20%
2	End of Six month	20%
3	End of Nine month	20%
4	End of One year	20%
5	After final assessment.	20%

8. MANNER OF PAYMENT:

- Payment of invoices, if undisputed, shall be made within 30 days following the date of receipt and verified of invoice by Company after deduction of tax at source as per applicable laws.
- Consultants will be paid to and fro fare from their office to Namrup **in actual** on producing fare slip / railway ticket as : cost of journey is restricted to 2nd AC/ equivalent for partner of the firm and for others 3rd AC /equivalent for attending BVFCL **on calling them.**
- The boarding & lodging including food, to the extent the facilities are available at the BVFCL guest house and the local transport only shall be arranged & provided by Company at its cost.
- All payments due to Consultant shall be made by the Company at Consultant designated bank. All bank charges will be to Consultant account.
- Consultant shall submit 2 (two) sets of all invoices to Company address duly super scribed 'Original' and ' copy' as applicable for processing of payment. Such invoice should also contain the PAN No and Service Tax Registration No of the Consultant.

- f) Company shall within 15 days of receipt of the invoice notify Consultant of any item under dispute, specifying the reasons thereof, in which event, the payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the Company's right to question the validity of the payment at a later date.
- g) The acceptance by Consultant of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Consultant's rights in respect of any other billing, the payment of which may then or thereafter be due.

9.0 Fees:

9.1 The professional fees to be quoted for one year contract as mentioned in No. D of clause 8 and the same may be submitted in a sealed envelope marked as envelope containing for the assignment.

10.0 Earnest Money Deposit (EMD):

EMD amount **Rs. 5,000/-** (Rupees Five Thousand only) to be deposit through Account No. 10701519301, IFSC: SBIN0000223, MICR: 786002102.

10.1 Earnest money shall be forfeited at the sole discretion of BVFCL in case tenderer after intimation from BVFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Work order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.

10.2 No interest will be paid on the Earnest Money Deposit.

11.0 Security Deposit:

11.1 Security Deposit will be paid by successful bidder for due and faithful execution and performance of the contract. Successful bidder will submit the financial guarantee for due and faithful execution and performance of the contract for sum equal to 10%(ten percent) of the Contract Value in the form of Bank Guarantee from any Scheduled bank excluding Gramin / Co-operative Banks, within 07(seven) days of receipt of the Work Order, which shall be valid for a period of twelve months plus three months towards claim period otherwise 10% value of order shall be retained which shall be returned on completion of assignment.

The bank guarantee should be submitted by bankers directly to BVFCL in a sealed cover and not through the bidder. The format of bank guarantee is annexed at **Annexure-III**.

12.0 Delay in completion:

12.1 The subject assignment must be complete by consultant with in the stipulated period as per Clause 6.0. Time is the essence of this Order and Completion time agreed shall be binding. In event consultant is not able to execute the Order within the stipulated time limit, BVFCL will have a right either to cancel the Order without prejudice to any other rights to carry out the job from an alternate source at the cost of consultant and/or impose the penalty for late completion of the job at the rate of 0.5% of the order Value for every week subject to a maximum of 5% of the order value.

13.0 Force Majeure:

13.1 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 be 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.

14.0 Arbitration:

14.1. The contract shall be governed by and construed in accordance with the laws of India. 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 Fertilizers Corporation Limited for appointment of Arbitrator. (appropriate designated authority may be inserted as per contract value).

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.”

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.

15.0 General:

15.1 Consultant shall at all times indemnify and keep BVFCL indemnified against all risks, claims, suits or legal issues which may arise, if at all, from the execution of this contract and defend at your own cost any suit/claim or action brought against BVFCL and hold BVFCL free and harmless against all such claims/suit or actions which may be made against BVFCL in respect of any infringement of any right protected in Indian Laws.



16.0 Jurisdiction:

16.1 This Order/Contract shall be deemed to have been entered into at NAMRUP and therefore would be under the jurisdiction of Guwahati High Court

17.0 Assignment and Subcontracting:

17.1 Except with the prior written permission of the BVFCL you will not assign, award/sub contract the work or any part thereof or any money due to any other Consultant.

18.0 Termination:

18.1 BVFCL reserves the right to terminate the Order in whole or in any part by serving 15 days written or fax notice to the Consultant at any time prior to completion of the contract period.

19.0 Cancellation:

BVFCL reserves the right to cancel or reject any or all the quotations without assigning any reason whatsoever and also place order on more than one vendor.

20.0 The contract will be awarded initially for one year period from the date of commencement of work. BVFCL Management reserves the right to extend the tenure of the contract for next one year period of time subject to finding of optimum satisfactory performance of the consultancy.

For BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(P.C. Gupta)
Dy. General Manager (Finance)