

ब्रह्मपुत्र वैली फर्टिलाइजर कॉर्पोरेशन लिमिटेड



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

MARKETING DIVISION

NAMRUP. P.O.: PARBATPUR, DIST: DIBRUGARH, ASSAM. PIN – 786 623

Fax: +91374 2500533, CIN No. U24123AS2002GOI006786

e-mail: marketing_it@bvfc.co.in, marketing@bvfc.co.in, info@bvfc.co.in website: <http://www.bvfc.co.in>

Please reply to:

General Manager (Mktg & HR)

BVFC, Namrup

P.O. Parbatpur – 786 623

Dist. Dibrugarh (Assam), India

GST No: 18AABCB9399R1ZK

NOTICE INVITING TENDER

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP (ASSAM) INVITES ONLINE BIDS in two bid system (techno-commercial & price bid) through <http://bvfc.etenders.in>, our service provider M/s Nextenders (India) Pvt. Ltd from experienced H&T contractors for Handling, Transportation & Storage of Bagged Fertilizers & empty HDPE/Gunny Bags at Dharmanagar & Jirania–Rake points for one year which is extendable for one more year subject to satisfactory performance of the H & T contract..

The brief of the NIT is hereunder:

- | | |
|------------------|--|
| 1. NIT NO. | : BVFCL/ GM (Mktg & HR)/H&T/NIT/ TR/20-21/01 |
| 2. DATE OF ISSUE | : 09/05/2020 |
| 3. TYPE OF BID | : TWO STAGE |
| 4. BID OPENING | : 29/05/2020 AT 03:30 PM. |

Name of Work: Handling & Transportation works of Bagged Fertilizer, HDPE / Gunny Bags and packed Bio-Fertilizer etc. from Dharmanagar Rake points:	
Area of operation	Projected Quantity (in MT)
Handling at Rakepoint: Unloading from wagons and loading into trucks (02 operation) at Platform. **	5300
In case of unloading from wagon & directly loading into trucks at railhead	5300
Unloading & stacking at destination for DDA godown only & not for private dealers.	5300
Transportation from Railhead- Dharmanagar to Dhalai	5300
Transportation from Railhead- Dharmanagar to North Tripura (Dharmanagar).	2200
Total estimated work value for Dharmanagar	3100
Total	5300

Name of Work:- Handling & Transportation work of Bagged Fertilizers, HDPE / Gunny bags packed Bio-Fertilizer etc. from Jirania Rake points of Tripura:-	
Particulars	Projected Quantities in MT
Handling at Rakepoint: Unloading from wagons and loading into trucks (02 operations) at Platform.	15800
In case of unloading from wagon & directly loading into trucks at railhead	15800
Unloading & stacking at destination for DDA godown only & not for private dealers.	15800
Transportation from Railhead- Jirania to South Tripura (Udaipur)	6500
Transportation from Railhead- Jirania to West Tripura (Agartala)	9300
Total estimated work value for Jirania	15800

SPECIAL TERMS & CONDITIONS:-The bid will include / indicate the followings:

1. Type of Bid: Two Stages:- ONLINE
2. The quotation should be submitted online for the jobs of Handling, Transportation & Storage works of Bagged Fertilizers & empty HDPE/Gunny Bags at Dharmanagar & Jirania–Rake point to different DDA/ dealer's godown of various districts of Tripura. The bidders may submit their bids for both the Rake points OR individual Rake points.
3. The Techno-Commercial Bids will be opened online on stipulated date and time. The Techno-Commercial Bids will be scrutinized in details in respect of NIT requirements/ eligibility **criteria**. Price bids of techno commercially qualified bidders shall be opened only and subsequently the bidders have to participate in reverse auction.
4. Delivery: The tenderer shall ensure the stock handed over to him/his firm is delivered in full without transshipment at the destination without damage either to the material or to the packing within the stipulated period of time as mentioned in the NIT.
5. Acceptance of terms of payment within 30 days.
6. Confirmation of the bid validity for 90 days from the bid opening date.
7. The bid deviating the price basis or any conditional price /rates and payment term as mentioned above shall not merit consideration.
8. Splitting of Tender: BVFCL reserves the right to split the tender quantity in two parts 60:40 :: L-1:L-2 subject to acceptance of counter offer by L-2 party to do the H&T and Storage job at L-1's rate. If the L-2 bidder fails to match their price with L-1, then opportunity may be provided to L-3 bidder and so on to match the price with L-1. In the event of circumstances of more parties quoting equal price or the party having less the H&T and Storage job capacity, equitable distribution of quantity may be done to more than two parties. In case the other bidders fail to match the L-1 price, BVFCL also reserves the right to place the order for whole tender quantity on L-1 bidder.
9. Please confirm your acceptance for the following:
"Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep the Company or any representative or employee of the Company full indemnified against any action, claim, or proceedings under the provisions of any rules, regulations, bye-laws, notifications, directions or order having the force of law for anything done or omitted to be done by the contractor in contravention of such provisions, etc. for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract.."
10. No guarantee shall be given as to any definite volume of work will be entrusted to the contractor at any time or during the period of contract.
11. The contractor will have to supply sufficient number of trucks & labour as required during the period of handling within the stipulated time, failing which the consequences thereof will rest entirely with the contractor.
12. No detention charges for trucks at Rake point shall payable by the Company under any circumstances whatsoever.
13. **ELIGIBILITY CRITERIA:**
 - a) Confirmation of furnishing Tender Documents cost of ` 500.00 down loaded from [http:// bvfcletenders.in](http://bvfcletenders.in) while submitting the same otherwise the same shall not be considered.
 - b) Confirmation of furnishing Earnest Money to be deposited along with the duly filled Tender documents against the H&T and Storage works for Dharmanagar & Jirania Rake point.
 - c) Confirmation of furnishing Security Deposit cum Performance Bank Guarantee @ 10% of the order value valid for the entire guarantee period within seven days of receipt of offer letter as indicated in the NIT.

- d) Notarized original affidavit of proprietorship/partnership deed (attested copies)/ Memorandum of Association & Bye-laws.
- e) Original latest Bank reference including various credit limits & financial soundness of the party.
- f) Attested copies of valid Income Tax Clearance Certificates/return/assessment order for previous 03 years.
- g) Attested copy of PAN Card & GST Registration Certificate.
- h) Attested copies of rake handling and transportation experience certificate/work orders during the period of last 3 years of which the single contract value should be ` 19.68 lacs for Dharmanagar & Rs 63.80 lakhs for Jirania Rake point respectively or more in one year of those three years.
- i) Duly notarized affidavit that sufficient numbers of trucks & labours will be made available as per requirement as and when needed.
- j) Notarized affidavit
 - i). That no other Firm/Sister Concern/Associate belonging to the same group is participating/submitting this tender.
 - ii). That the Bidders/their Associates/Sister concern etc. have not been black-listed/de-listed or are put on Holiday by any Institutional agencies/Govt. Deptt./PSU in the last Two years. (For this purpose, tenderer having common Partners/Directors/Managing Partner etc. or having other common criteria shall be considered as Sister/Group/Associate Company).
- k. List of immovable property in the name of Proprietor or Partner and its estimated value. If not available, furnish affidavit that there is no immovable property in the name of Proprietor or Partner.
- l. General Terms and Conditions of Contract and instructions to the tenderer (Schedule-I) duly signed & stamped on each page.
- m. **The tenderers are required to deposit the cost of Tender documents (Rs 500) & EMD through RTGS/NEFT (A/c No-30397754394, IFSC-SBIN 0000223, Branch-SBI, Namrup) through any Nationalized bank in favour of Brahmaputra Valley Fertilizer Corporation Limited only. The scanned copy of RTGS/NEFT are to be submitted along with the NSIC Certificate under "Single Point" registration scheme in lieu of cost of Tender documents (Rs 500) wherever applicable.**
- n. Acceptance of all other terms & conditions as per Annexure-1 & Undertaking.
- 14. BVFCL is committed to a corruption free work environment. "For the above H&T and Storage works, commitments of BVFCL will be honoured without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of the responsible to inform the matter to vigilance office, BVFCL, Namrup, P. O. Parbatpur, Dist. Dibrugarh, Pripura PIN; 786623. (Tel no: 0374-2507092 / 0374-2507167).
- 15. NTEGRITY PACT: Bidders will sign the Integrity Pact as per enclosed format which is an integral part of the tender documents, falling which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website: www.bvfcl.co.in
 The name & e-mails address of IEM are as under:
 - 1) Dr. S.K.Panda , e-mail : sanjaypandaias@gmail.com
 - 2) Sri Abhay Kumar Khanna, e- mail : abhaykhanna43@yahoo.com
 Kindly upload duly signed copy of Integrity pact along with other documents.

For obtaining detailed tender documents and for participation in online tender, parties are requested to visit **<http://bvfcl.etenders.in>**

For any information regarding NIT, you may contact to:

Mr. Prateek Parashar.

M/s Nextenders (India) Pvt. Ltd.

Ph: +91 9167246753

Email: support.Pripura@nextenders.co

Enclosures:

1. **ANNEXURE-I** -
2. Undertaking
3. Schedule-1

Yours faithfully,

FOR AND ON BEHALF OF
Brahmaputra Valley Fertilizer Corporation Ltd.

(Y.K.Goel)
General Manager (Mktg & HR)

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.
Marketing Division :: Namrup.

Annexure-1

Details of Earnest money & Security Deposits.

Earnest Money to be deposited along with the duly filled Tender documents against the H&T and storage works at Dharmanagar & Jirania rake point & the successful tenderer shall have to deposit Security Deposit within seven days of receipt of offer letter as indicated in the NIT:

S.N.	Railhead	E.M.D in `	S.D in `
1.	Dharmanagar	1.00 lac	4.92 lacs
2	Jirania	1.00 lac	15.95 lacs

GENERAL TERMS AND CONDITIONS OF CONTRACT & INSTRUCTIONS TO THE TENDERER:

1 JOB & REQUIREMENTS

- 1.01 The contract involves Handling, Transportation & Storage works of Bagged Fertilizers & empty HDPE/Gunny Bags at Dharmanagar & Jirania–Rake point. The work includes handling of fertilizers Bagged in 45 Kg bags; each Rake will contain approximately 2650 MT. This quantity will have to be handled at Rake point, transported to Warehouse & storage at Warehouse/ Godown. **Herein the Bagged Fertilizers & Empty HDPE/ Gunny Bags will be mentioned as STOCK.**
- 1.02 Tenderer must have sufficient Rake Handling, Transportation & Storage experience.
- 1.03 The tenderers must furnish a **Notarized Affidavit** that sufficient numbers of trucks & Labour will be made available as per requirement as and when needed.
- 1.04 Item Nos. 1.02 & 1.03 is the minimum requirements and tenderers who are not fulfilling these will not be considered.
- 1.05 General terms and conditions of contract & instructions to the tenderer will be part of contract and agreement.
- 1.06 Persons or person signing the terms and conditions shall indicate his authority while signing the tender i.e. as a Sole Proprietor/Partner of the firm as a Secretary / Manager/Director etc of a Private/ Public Company or President /Secretary/ Member of Truck union.
- 1.07 Rates should be quoted exclusive of GST/ Octroi charges as applicable.
- 1.08 The tenderer will quote rates for all the jobs covered as per the price bid Performa only and using any kind of other Format shall summarily be rejected.
- 1.09 No condition or deviation should be mentioned by the tenderer in Price bid. Offers where party has mentioned any conditions or deviations in price bid shall be summarily rejected without any further reference.
- 1.10 In case of concealment of any fact, detected later on, such tenderer will be debarred from future dealing with BVFCL and shall be put on Holiday List.
- 1.11 BVFCL reserves the right to accept or reject any or all tenders in full or in part without assigning any reason and also reserves the right to negotiate the rate with any or all tenderers.
- 1.12 Tender documents shall not be issued to the firm/contractor or their sister concerns whose past performance was found to be unsatisfactory by BVFCL.
- 1.13 If the Tender Committee forms the opinion on the basis of available information that the firm/contractor is having implicit or explicit relations with any BVFCL dealer or BVFCL employee then in that case, the committee will reserve the right not to accept the tender offered for H&T and Storage contract.
- 1.14 The successful tenderer shall ensure the stock handed over to him is delivered in full without transshipment at the destination without damage either to the material or to the packing within the stipulated period of time as mentioned below. In case of damage to the

stock or packing, the contractor will have to make good the loss to the Corporation. In case of delay in delivery the stock at destination, the contractor shall have to pay liquidated damages to the Corporation at the rate of Rs.150.00 per day or part thereof for each truck-load of 9.00 MT from the expiry of scheduled lifting period of time as noted below. In case of shortage of stock en route, the contractor shall have to pay to the Corporation as compensation an amount double to the value of stock short delivered at destination calculated by the Corporation at prevailing retention price plus freight and other incidental charges if any or double the MRP whichever is higher. (Truck load means 9.00 MT).

Time Schedule for lifting Stock:-

- | | |
|-------------------|---|
| a) 0-100 Km | :Within 01 day excluding the loading day. |
| b) 0-200 Km | :Within 02 days excluding the loading day |
| c) 0-500 Km | :Within 03 days excluding the loading day |
| d) 0-700 Km | :Within 04 days excluding the loading day |
| e) Above 700 Km | :Within 07 days excluding the loading day |
| f) For Hill Areas | :Within 10 days excluding the loading day in case of Ex.-
Namrup dispatches and 07 days in case of Ex.-Guwahati/
Other points of NE States. |

To,
The General Manager (Mktg & HR)
Brahmaputra Valley Fertilizer Corporation Limited, Namrup
P.O. Parbatpur -786 623
Dibrugarh (Assam)

Sub: UNDERTAKING

Ref.: tender no. _____ due on _____.

Dear Sir,

With reference to the above mentioned tender, we hereby confirm that –

1. Tender documents have been read, understood with all clarifications pertaining to various clauses provided therein.
2. Conditions laid out are fully acceptable to us. There is no condition/deviation in our quotation from the conditions of the NIT.
 - a) I/We undertake to pay at the prevailing retention price (concessional rate) plus Freight plus other incidental charge if any for stock and double the MRP plus subsidy in the case of de-controlled stock as compensation in case the stock is short delivered at destination. Further we shall bear the demurrage & wharfage charges if any caused by our delay in handling the rake.
 - b) In case the contract awarded either partly or fully in our favour, we undertake to carry out the job faithfully and to the entire satisfaction of BVFCL. We will not sub-let the contract either partially/fully to any party.
 - c) I/We agree to keep Security Deposit as per Clause of tender document after the award of contract, besides execution of an agreement on stamp paper of Rs. 100.00 to constitute a binding contract.
 - d) I/We have deposited Rs.....& Rs..... towards cost of Tender documents & Earnest Money deposit vide Demand Draft No.....dated & Demand Draft No.....dated.....Bank.....respectively in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED payable at Namrup/ Guwahati. In case the contract is awarded but not executed by us / complying with the required formalities, the EMD stands forfeited.
 - e) In case of non-fulfillment of contract terms and conditions, I/We agree to the forfeiture of Security Deposit.
 - f) I/We hereby agree that I/We will not demand during the currency of the contract any increase in rates quoted by me/us on account of increase in the price of, diesel, tyres, auto parts or in wages of labour, etc.
 - g) I/We assure you to arrange sufficient labour and numbers of trucks to carry out the assigned work within stipulated time.
 - h) I/We undertake to comply with Central Govt./State Govt. rules, regulation, bye-laws and order of local authorities and statutory bodies and pay all fees/taxes as may be leviable on account of H & T works at our cost as specified by Govt.
 - i) I/We have gone through the tender documents and I/We hereby agree/abide by terms and conditions of the NIT.

Dated.....

Yours faithfully,

(Signature)

Name & Designation of Tenderer with Seal:

Address..... Tel./Mobile No.: (Off. & Resi)

..... Fax No./E-Mail ID :

.....

SCHEDULE-1.

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.

(A Govt. of India Undertaking)

Namrup, P.O. Parbatpur

Dist. Dibrugarh (Assam)

Pin-786623.

1.0 GENERAL TERMS AND CONDITIONS:

- 1.01 BVFCL invites online tenders for HANDLING,TRANSPORTATION & Storage OF BAGGED FERTILIZER & EMPTY GUNNY/HDPE BAGS. The contract involves HANDLING,TRANSPORTATION & STORAGE OF BAGGED FERTILIZER, EMPTY GUNNY/HDPE BAGS at Dharmanagar & Jirania Rake point of Tripura as specified.
- 1.02 In case tender document is downloaded from the website and submitted without cost of application will not be considered.
- 1.03 The successful tenderer shall ensure the stock handed over to him is delivered in full without transshipment at the destination without damage either to the material or to the packing within the stipulated period of time as mentioned below. In case of damage to the stock or packing, the contractor will have to make good the loss to the Corporation. In case of delay in delivery the stock at destination, the contractor shall have to pay liquidated damages to the Corporation at the rate of Rs.150.00 per day or part thereof for each truck-load of 9.00 MT from the expiry of scheduled lifting period of time as noted below. In case of shortage of stock en route, the contractor shall have to pay to the Corporation as compensation an amount double to the value of stock short delivered at destination calculated by the Corporation at prevailing retention price plus freight and other incidental charges if any or double the MRP whichever is higher. (Truck load means 9.00 MT).

Time Schedule for lifting Stock:-

- | | |
|-------------------|---|
| a) 0 - 100 Km | :Within 01 day excluding the loading day. |
| b) 0 - 200 Km | :Within 02 days excluding the loading day |
| c) 0 - 500 Km | :Within 03 days excluding the loading day |
| d) 0- 700 Km | :Within 04 days excluding the loading day |
| e) Above 700 Km | :Within 07 days excluding the loading day |
| f) For Hill Areas | :Within 10 days excluding the loading day in case of Ex.- Namrup
dispatches and 07 days in case of Ex.-Guwahati/ Other points of NE
States. |

2.0 DEFINITIONS :

- 2.01 The **CORPORATION/COMPANY** shall mean Brahmaputra Valley Fertilizer Corporation Limited having its Registered Office at Namrup, P.O. Parbatpur, Dist. Dibrugarh (Assam), Pin-786623.
- 2.02 The **CONTRACTOR** shall mean the Tenderer, whose tender has been accepted and include his legal representative, successors and assigns.
- 2.03 **STATE-INCHARGE MARKETING** shall mean the Officer in administrative charge of Marketing of BVFCL in a State or States.
- 2.04 **INCHARGE MARKETING** shall mean the Officer in administrative charge of Marketing Division at registered Office of BVFCL.

3.0 SUBMISSION OF TENDERS:

- 3.01 The tenderer should submit tender after studying entire tender documents and instructions to the tenderers carefully and satisfying himself after visiting sites of the local conditions, localities, accessibility of sites, nature, extent and character of operation, etc. Submission of tender implies that the tenderer has obtained all the clarifications required by him. No claim on the ground of want of knowledge thereafter in such respect will be entertained.

3.02 The rates quoted will be valid for a period of **03 (Three) months** from the closing date of the tender or signing of the contract whichever is earlier. No tenderer can withdraw his tender or revoke or revise the rates within the aforesaid period of three months. If a tenderer withdraws, revokes and revises the tender rates, his Earnest Money Deposit shall be forfeited.

3.03 The tenderer shall disclose the nature, constitution and registration of the tendering firm and tender documents shall be signed by a person or persons duly authorized.

4.0 SERVICE OF NOTICE TO CONTRACT :

The tenderer shall furnish power of attorney in the name, designation and address of his authorized agents/employees/persons and all complaints, notices, communications and references shall be deemed to have been duly served to the contractor, if delivered to the contractor or his authorized agent or left or posted at the address so given and shall be deemed to have so delivered in the case of posting on the day on which they would have been dropped in the postal box to such address in ordinary course of post or on the day on which they were so delivered or left.

In case of contract by partners, any change in constitution of its firm shall be forthwith notified by contractor to the Corporation. The impact of such changes on the contract will be decided at sole discretion of BVFCL.

Either party may change a nominated address to another at the same place/district/state where the performance is being executed by prior notice to the other party immediately.

5.0 COMMENCEMENT OF WORK :

The Contractor shall commence the work within seven days after the receipt of Offer letter by him or in writing to this effect from the Company and shall proceed with the same with due expedition and without delay in case the contractor fails to commence the work within seven days, the Company shall reserve the right to terminate the contract and the Earnest Money so deposited by the contractor will be forfeited.

6.0 VALIDITY OF TENDER:

6.1 Any tender shall be liable to be rejected :

- i) Which contains variations from BVFCL's terms, or
- ii) Which contains a conditional offer, or
- iii) Which fails to provide required information or otherwise is incomplete, or
- iv) Which is not accompanied with requisite Application fee, Earnest Money Deposit, Income tax clearance Certificate/I.T.R for previous 03 years, GST Registration certificate and other documents as indicated under eligibility criteria.

6.2 Acceptance of tender will solely rest with the Company, which does not bind itself to accept the lowest tender and further reserves the right:

- i) To reject any or all tenders, or
- ii) To split up the work amongst two or more parties, or
- iii) To accept the work in part and not in its entirety if considered expedient without assigning any reason or giving any explanation thereof.
- iv) As far as possible no negotiation will be conducted. However, the Company reserves the right to negotiate for revision of rates downwards from the L-1 party, if the Company feels that rates so received are on the higher side.

Tender from registered Fertilizer dealers or their partners or in case the Company forms the opinion, on the basis of available information that the contractor is having implicit or explicit relations with the dealer or any employee of the Company then in that case the Company shall reserve the right not to accept the tenderers offer for the contract.

7.0 PERIOD OF CONTRACT:

The period of contract is for one year which can be further extended from the date of award. However, the Company shall be entitled to terminate the contract earlier than one year without any notice if in the opinion of the Company the performance of the contractor is not satisfactory.

- 7.01 It is hereby agreed that if the Company gives one month notice to extend the contract for further period of one year from expiry of the period mentioned in clause 7.0, the contractor shall be bound to continue to do the work and to render services at the same rates and on the same terms and conditions contained herein during such extended period. It is further agreed that the Company may at its sole discretion forfeit the Security Deposit on refusal / failure of the contractor to work as provided herein above.
- 8.0 EARNEST MONEY:**
- 8.01 Tenderer should make a deposit of ` 1.00 lakhs each for Dharmanagar & Jirania RH by way of RTGS/NEFT towards the earnest money. The RTGS/NEFT should be in favour of Brahmaputra Valley Fertilizer Corporation Ltd. as specified. Earnest money shall not be accepted in any form other than the specified above and tenders not accompanied by Earnest Money as above are liable to be rejected.
- 8.02 No interest will be payable on the Earnest Money deposit.
- 8.03 The Earnest Money Deposit will be refunded to the unsuccessful tenderer within a period of three months from the date of awarding the contract after submission **no claim/demand certificate** by the contractor.
- 9.0 SECURITY DEPOSIT:**
- 9.01 The successful tenderer shall within seven days of receipt of offer letter, deposit with the Company a Security Deposit of ` 4.92 lakhs for Dharmanagar & 15.95 lakhs for Jirania RH for the due and faithful performance of the contract either by way of Demand Draft in favour of Brahmaputra Valley Fertilizer Corporation Ltd. Payable at Namrup/ Guwahati or in the form of Bank Guarantee of any Nationalized Bank on the proforma prescribed by the Company before he is allowed to execute the contract. However the Security Deposit amount may vary with the value of the Work order to be issued to contractors. If the contractor fails to deposit this amount of Security Deposit within the stipulated time which shall include any extension granted by the Company at its own discretion, the Earnest Money deposited by the tenderer shall stand forfeited as and by way of liquidated damages and acceptance of his tender shall stand withdrawn. The Company shall reserve in such an event, the right to accept any tender which is considered suitable.
- 9.02 The Security Deposit furnished by the contractor shall carry no interest.
- 9.03 The security deposit shall be entire at disposal of the Company as the security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The Company shall be at liberty to deduct and appropriate from the Security deposit, such losses, damages, penalties and dues as may be payable by the contractor under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the contractor's subsequent interim bills until the security deposit is restored to its full limit mentioned as in clause 9.01 above.
- 9.04 If the contractor had previously held any contract and furnished with the Company, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.
- 9.05 On satisfactory performance and completion of the contract, in all respects and upon return in good condition of any property belonging to the Company, which may have been issued to the contractor, after submission of No Claim/Demand certificate from the contractor the EMD and the Security Deposit will be returned to contractor on presentation of "NO DEMAND" Certificate from the State in-charge, BVFCL.
- 10.0 PERFORMANCE / TERMINATION OF THE CONTRACT:**
- 10.01 If the contractor is unable or fails or neglects to execute the work in terms of the contract conceal or submit any false information, the Company shall have the opinion to:
- Terminate the contract and
 - Get the work done by third party at the risk and cost of the contractor, and

- c) The loss so suffered by the company due to such neglect / failure shall be recovered from EMD/SD.
- 10.02 In case it is found that the information furnished by the contractor regarding the past Transportation experience/ Rake Handling experience, etc., is false, BVFCL at entire discretion may terminate the contract without giving any notice.
- 10.03 The Transport Contractor will have to transport the fertilizers without any trans-shipment, failing which a penalty of Rs. 500/- per truck will be imposed or more as decided by the Company.
- 11.0 ASSIGNMENT OR SUBLETTING THE CONTRACT:**
The contractor shall not assign the contract or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without any previous consent in writing of the Company. The permitted subletting or assignment of work by the contractor shall not establish any contractual relationship between the sub-contractor and the Company and shall not release the contractor of any responsibility under the contract. The contractor shall be responsible for all the acts, deed, defaults, all neglects of the sub-contractor or agent as if the acts, deed, defaults, and neglect were of the contractor. Any breach of this condition, shall entitle the Company to take such steps as may be necessary and also terminate the contract after recovering of any loss or damage arising out of such act.
- 12.0 VOLUME OF WORK:**
- 12.01 No guarantee shall be given as to any definite volume of work will be entrusted to the contractor at any time or during the period of contract.
- 12.02 The contractor will have to supply sufficient number of trucks & labour as required during the period of handling within the stipulated time, failing which the consequences thereof will rest entirely with the contractor.
- 12.03 No detention charges for trucks, either at Rake point or any Godowns shall payable by the Company under any circumstances whatsoever.
- 13.0 INDEMNITY:**
Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep the Company or any representative or employee of the Company full indemnified against any action, claim, or proceedings under the provisions of any rules, regulations, bye-laws, notifications, directions or order having the force of law for anything done or omitted to be done by the contractor in contravention of such provisions, etc. for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract.
- 14.0 HANDLING & TRANSPORTATION FROM RAILWAY STATION & GODOWNS:**
The contractor will undertake the job of operation at Railway Heads starting from unloading from the wagons up to loading into the trucks. No any other extra charges will be paid. The transport contractor will be responsible for any demurrage / wharf age charges or any charges / penalty relating to be imposed by railways. The transportation of stock may be inter-district / inter-state for which the contractor has to abide by the necessary regulations as imposed by the concerned statutory authority.
- 14.01 The contractor will have to submit the acknowledgement of consignee within 30 days from the date of dispatch of material in order to assure that the material is delivered to correct consignee for the satisfaction of the Company. In case of failure to submit the acknowledgement, the Company may at its discretion, charge penalty @ Rs.100/- per truck per week for the delay in submitting the acknowledgement for material so delivered to the maximum of double the value of material.
- 14.02 The contractor or their authorized representative shall remain in constant touch with BVFCL's local office for information regarding the arrival of any material at the railway station and transportation of material to destination.
- 14.03 Before the commencement of unloading of material from the wagons, the contractor or their authorized representative along with BVFCL's representative shall check the intactness of

- seals of wagons and shall report the matter to the railways if the seals are found tampered with or broken.
- 14.04 In the event of inclement weather, the contractor shall make adequate arrangement for tarpaulins to avoid damage of material.
 - 14.05 The contractor shall prepare wagon-wise statement of material received at rake point and truck wise details of material transported in the prescribed proforma (to be provided by the BVFCL later on), as per dispatch plan given by BVFCL's Officials.
 - 14.06 The contractor shall ensure that **No hooks are used** by his workmen during unloading/loading and stacking process, otherwise, all shortages occurring due to cut and torn will be booked to contractor.
 - 14.07 The contractor shall arrange to collect all the sweeping from wagons and platform and the same shall be stored in godown separately on weighment basis. The weighment shall be get done in the presence of BVFCL representative.
 - 14.08 It will be the responsibility of the contractor to produce proof of shortage of bags in seal intact wagons from Railways. Joint inspection report signed by representative of the Company, transport contractor and warehouse manager, wherever applicable, will be the basis for fixing responsibility on the contractor.
 - 14.09 In case transit shortage of missing wagon(s) is noticed, the contractor non-delivery shall have to report the matter to the concerned railway authority and obtain necessary certificate from them for preferring claims with the railway on this account within 20 days.
 - 14.10 The contractor shall make necessary arrangement for safe custody and security of the material till its clearance from railway premises or any related Godowns. Any pilferage / theft of the material will be to the contractor's account.
 - 14.11 The contractor shall be solely responsible for safe custody of BVFCL's fertilizer at the platform or on transit till the material is supplied to the consignee. In case of any loss / damages or short is found, the recovery from the contractor shall be affected at the retention price.
(In addition to the above, the Company shall reserve the right to institute any criminal or civil proceedings in appropriate cases).
 - 14.12 The maximum transit period as detailed under clause 1.03 may be extended in the event of strike, bundh, natural calamity, etc. that inhibit road movement for which a documentary evidence has to be produced along with the transportation bill by the contractor.
 - 14.13 In the event of the expiry of the transit time falling either on Sunday or on Holiday, the material shall be delivered on the following day in the destinations. If the transporter fails to deliver the material within the free time as indicated under clause 1.03, he may submit appeal within 21 days for waiver of penalty charges if the delay is caused by war, civil war, revolution, strike/bundhs, riot, terrorist activities or any other unavoidable reasons which are beyond the control of the transporters. However, documentary evidence shall be furnished in support of the above from the competent authority. The same shall be examined by the Company and decision shall be taken on the merit of the case and it will be final and binding to the contractor. The Company reserves the right to reject any appeal in full or part without assigning any reason thereof.
 - 14.14 The contractor shall ensure placement of empty trucks as per the destination wise requirement at the loading point before 6.00 AM at Rake point and just before opening of the field godowns during the working days.
 - 14.15 The Company has the liberty to inspect the materials in contractor's custody as and where necessary.
 - 14.16 The contractor must make advance programme and ensure dispatch of the quantity offered for transportation. In case the failure of contractor to dispatch the entire quantity within 5 days of indent given by the company, a penalty @ Rs.30/- per MT per day will be levied for the delay-lifted or un-lifted quantity. The validity of indent / work order for such transportation shall be for 10 days only. It is further clarified that the contractor shall be responsible for dispatch of the entire quantity within the validity period of ten days failing which he shall be

liable for payment of penalty @ Rs.30/- per MT per day for the delay in lifting beyond 5 days. Similarly for the un-lifted quantity, the penalty at the same rate will be levied for five days. However, if the un-lifted quantity is less than 9.00 MT (minimum truck load) against the work order in force shall be treated as cancelled and no penalty will be levied. The penalty will be calculated excluding the date of indent given.

- 14.17 The Company shall not entertain any claim on account of idle time due to non-loading/unloading of materials on account of circumstances beyond control.
- 14.18 The contractor must not carry materials belonging to other parties during transportation of BVFCL's materials. If the contractor is found indulging so, the contract is liable to be terminated with forfeiture of Security Deposit.
- 14.19 The contractor shall not unload / store the material other than specified destinations. Fertilizer being an essential commodity, storing of the consignment without authority is liable for prosecution under ECA besides termination of contract.
- 14.20 The contractor must furnish a consolidated delivery statement from the recipient godowns / dealers indicating truck number, Challan No. & date, quantity lifted, quantity delivered, short delivery if any, date of delivery of the material at destination, etc. on a monthly basis before 15th of the subsequent month to D&C Wing, Namrup.
- 14.21 BVFCL being in the organized sector is responsible for making payment of GST to the concerned authorities. Therefore the quotes by the contractor should be exclusive of GST.

15.0 CONTRACTOR TO COMPLY WITH ALL THE LAWS:

The contractor shall be responsible to secure compliance with all Central and State laws as well as the rules & regulations / bye laws of the local authorities and statutory bodies as may be in force from time to time.

16.0 DECLARATION OF TENDERER'S RELATION WITH COMPANY EMPLOYEE:

Should a tenderer or contractor have a relation or relationship with any employee of the Company or in the case of firm or Company of contractors one or more of its shareholders have relations with an employee of BVFCL, the same shall be declared at the time of submission of the tender. Failing which the Company may in its sole discretion reject or rescind the contract.

17.0 CONTRACTOR TO EXECUTE AGREEMENT:

The successful tenderer shall be required to execute an agreement in the prescribed proforma with the Company within seven days from the receipt of the letter of acceptance for carrying out the works according to the general specified conditions of contract specified in the Tender Documents. The contract shall be presumed to be effective from the date of issue of offer letter accepting the tender. The Document, Letter of Acceptance and other correspondence between the Company and the tenderer shall form part of the contract.

18.0 COMPENSATION FOR NON-COMMENCEMENT OR DELAY IN COMPLETION OF WORK:

Time shall be regarded as the essence of contract and failure on the part of the contractor to start the work on stipulated date or to supply sufficient number of trucks shall entitle the Company to the following :-

- i) Stop requesting any trucks from the contractor for such period as deemed necessary by the Company.
- ii) Get the work done through any other party at the risk and cost of the contractor. Or
- iii) Recovery of Rs.300/- per truck per day as liquidated damages from the pending indents till they are executed.

- iv) The contractor shall have no claim for any interest with respect to any delay in payment of his interim or final bills or refund of security deposit or in respect of amounts which may be in BVFCL's hand owing to dispute between the BVFCL and the contractor.

19.0 COMPANY IS NOT RESPONSIBLE FOR CONTRACTOR'S EMPLOYEES:

The contractor may employ such number of employees as he may think fit for due discharge of contract and the persons so employed by him shall be the employees of the contractor for all purposes whatsoever, and shall not be deemed to be in the employment of the Company merely instruction is issued to him by concerned officials of Marketing Division for due discharge of the contract. Further, the contractor is to remove his any unsuitable/ disturbing employee if found so.

20.0 INCONVENIENCE TO THE PUBLIC:

The contractor shall not deposit/un-load the material on any site which may cause inconvenience to the public.

21.0 CONTRACTOR TO BE LIABLE FOR ALL TAXES:

21.1 "The rates shall include all taxes, toll, fees, levies etc, but exclude GST on transportation and would include comprehensive insurance charge on vehicle and all Govt. charges such as road taxes, taxes if any, on inter-state movement of trucks etc., and no increase in rates would be permissible in the event of increase in such charges. The contractor shall indemnify the Company against levy of any taxes/charges imposed by the Govt. or any authority which are in existence at the time of submission of tender and also future statutory levies and the contractor fails to deposit the same. The Company shall have the right to recover the total amount of taxes so assessed including litigation expenses from contractor's bills/security deposit. It will be responsibility of the Company to pay the GST on transportation. The transporter being a service provider should mention on consignment note/ Invoice / document by whatever name called, gross weight and consignment note No as per Rule-4A of Rake point. Further, if the transporter do not avail CENTVAT CREDIT then they must certify on each consignment note that – they are not availing credit on duty paid on input or capital goods for providing such taxable service under the provision of Central Credit Rules 2004, notification No.12/2003- ST dt.20.6.03".

21.2 DEDUCTION OF INCOMETAX AT SOURCE:

Income tax shall be deducted at source at prevailing rate fixed by the statutory body from time to time. Any other taxes enforced by the statutory bodies from time to time shall also to be borne by the contractor.

22.0 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

If the Contractor should:

- i) Become bankrupt or insolvent, or goes into liquidation, or
- ii) Make an arrangement or assignment in favour of his creditors or agree to carry out the contract under a committee of inspection of his creditors, or
- iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation of the purpose of amalgamation or reconstruction) or
- iv) Assign the contract or any part thereof otherwise than as provided in clause No. 11.0 of these conditions, or
- v) Abandon the contract, or
- vi) Persistently disregard the instructions of the BVFCL's representatives or contravene any provision of the contract, or
- vii) Fail to adhere to the agreed terms and conditions of the contract, or
- viii) Promise, offer to give any bribe, commission, gift or advantage either himself or through his partner, agent or servant, to any officer or employee of BVFCL or to any person on his or on their behalf in relation to the execution of this or any contract with BVFCL.

Then in any of the aforesaid cases, any marketing official as authorized on behalf of BVFCL may serve the contractor with a notice in writing to that effect. If the contractor does not within 07 days after the delivery to him of such notice, proceed to make good his default, in so far as the same is capable of being made good, and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the BVFCL Marketing Official shall

be entitled, after giving 48 hours notice in writing to remove the contractor from the whole or any portion or portions as specified of the works without thereby avoided the contract or releasing the contractor from any of his obligations or liabilities under the contract and adopt any or several of the following courses :

- a) To rescind the contract of which rescission notice in writing to the contractor under the hand of authorized Marketing Officials of BVFCL shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited to BVFCL without prejudice to BVFCL's right to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract, or
- b) To carry out the work, or any part thereof, by the employment of the required labour and materials the cost of which shall include supervision and all incidental charges, and to debit to contractor with such costs, the amount of which as certified by the authorized official of BVFCL shall be final and binding upon the contractor, and to credit the contractor with the value of the work done as if the work has been carried out by the contractor under the terms of the contract and the certificate of the authorized official of BVFCL, in respect of the amount to be credited to contractor shall be final and binding upon the contractor or
- c) To measure up the work executed by the contractor and to get the remaining work completed by another party at the risk and expenses of the contractor in all respects in which case any expenses that may be incurred in excess of the sum of which have been to the contractor if the work had been carried out by him under the terms of the contract. The amount of such expenses, as certified by the authorized official of BVFCL shall be final and binding upon the contractor and shall be borne and paid by the contractor and may be deducted from the payments due to him by BVFCL under the contract or otherwise from his security deposit, provided in any case in which any of the powers conferred upon BVFCL by sub clause 20 hereof shall not be exercised, the non exercise thereof shall not constitute a waiver of any conditions hereof and such powers shall not be exercisable in the event of any future case of default by the contractor for which his liability for past and future remain unaffected.

23.0 RIGHT OF COMPANY AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases any material or entered into any commitments or made any advances on account of or for the performance of the contract or shall not be entitled
- b) To recover or be paid any sum of any work there to actually performed under the contract unless and until the authorized official of BVFCL shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- c) BVFCL shall not be liable to pay to the contractor any money on account of contract until the expiry of the period of contract and thereafter all other expenses incurred by BVFCL have been ascertained and the amount thereof certified by the authorized official of BVFCL. The contractor then shall be entitled to receive only such sum or sums (if any) as the authorized official of BVFCL, may certify as due to him upon due completion by him after deducting the said amount, but if such amount exceeds the sum which would have been payable to the contractor, then the contractor shall, upon demand pay to BVFCL the amount of such expenses or it shall be deemed as a debt payable by the contractor to BVFCL and shall be recoverable accordingly.

24.0 MATTERS FINALLY DETERMINED BY BVFCL:

All disputes or differences or any kind whatsoever arising out of or in connection with the contract during the progress of the work or after the completion and whether before or after the termination of the contract, shall be referred by the contractor to the BVFCL and BVFCL shall within a reasonable time after presentation make and notify decisions thereon in writing which shall be final and binding. The performance of the contract shall not stop by the

contractor due to the reason that any dispute, claim or difference is pending with BVFCL or any Court or Arbitrator.

25.0 SETTLEMENT OF DISPUTES:

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 and Arbitration as decided by the Competent Authority of BVFCL. The award made in pursuance thereof shall be final binding on both the parties.” Further all disputes arising out of this contract shall be subject to the jurisdiction of courts of Dibrugarh & Guwahati.

26.0 FORCE MAJEURE:

Neither the Company nor the contractor shall be considered in default in performance of its/ his obligations under this contract, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, flood, earthquake or because of any levy, order proclamation, regulation or ordinance of any Government of any subdivision thereof or because of any act of God.

27.0 TERMS OF PAYMENT:

All successful tenderers shall have to open bank account at UCO Bank, Namrup or any core banking branch of State Bank of India so that the Corporation will credit payment directly to that account. The bill of contractor shall be settled within a period of 30 days from the date of submission of the bills at Namrup if these are in accordance with the terms of the contract. The company may demand any details, clarifications, etc. before passing of the bills and release of payment. Distance certified by Automobile Association of India, State Highways Authority, State Road Transport Department and PWD/CPWD from various locations will be the basis for settling of bills. The payment will be made after due certification by the State-in charge of BVFCL. The contractor should submit bills along with consignment note, BVFCL Challan duly certified by the nominated godown Authority and a statement of BVFCL Challan Truck No. wise and quantity wise. A copy of joint unloading statement should also be enclosed in addition to above. Payment against transportation bill will be made only by **e-payment** for which the contractor must have Bank Account at Namrup. No cheque/DD payment will be made. Local representative of the contractor will collect the statement of settlement.

In case of Rake Handling Operation, Statement of Challan-wise transfer of stock from Rail Head to nominated destination should be submitted to Marketing Finance immediately after completion of Rake Handling / Stock transfer operation through prescribed format. Otherwise the respective bill will not be entertained to process in due time.

28.0 DIVERSION:

In case, the contractor is directed in writing by an Officer of BVFCL to carry the material further to any other destination after reaching the original destination as per the Delivery Challan, the contractor would carry out such instructions. The payment of such diverted delivery of material will be the same as if it is direct delivery to the final destination. The contractor should also produce a certificate from Automobile Association of India, State Highways Authority, State Road Transport Departments and PWD/CPWD for the distance between the original destination and new destination.

29.0 UNUTILIZED ORDER:

The contractor shall decide in consultation with BVFCL representative the numbers of trucks or labours to be deployed to carry out the job under the contract. No claim shall be made by the transport contractor against BVFCL due to non-utilization of the whole or any portion of the number of trucks ordered or for delay in delivering the material due to any Labour disturbance such as strike, lockout, go slow whatever beyond the control of BVFCL.

30.0 HEADINGS:

The headings in this document are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation of construction of this document.

INTEGRITY PACT

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

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

AND

_____ hereinafter referred to as “The
Bidder/Contractor”

PREAMBLE

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

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

Action 1 – Commitments of the Principal.

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

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

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

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

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

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

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

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

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

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

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

Section 8 : Independent External Monitor/Monitors

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

BVFCL and recuse himself/herself from the case.

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

Section 10 : Pact Duration

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

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

Section 11 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Namrup in Dibrugarh district (Assam).
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____ Date

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)

