

Instructions to Tenderers

1. Tender must reach on or before the tender closing time & date.
2. Request for extension of time for submission of tender shall not be entertained.
3. BVFCL shall not accept delays in postal transit as ground for extension of tender submission time or acceptance of tenders.
4. The Tender Enquiry number must appear on all correspondence and documents. While submitting the bids, Tenderer shall ensure the completeness of the information/ documents as detailed in the tender document.
5. Tenders shall be submitted in sealed covers as detailed at Sr. No. 10 below.
6. Cover should bear the following information:
 - i. Inscribe on the cover "Tender for Implementation E-procurement / E-sale Solution at BVFCL, Namrup"
 - ii. Tender Enquiry Number
 - iii. Tender Closing date & time
 - iv. Tender Opening date & time
 - v. Name & Address of Tenderer
7. If the tenders are opened before due date because of Tenderer failing to comply with Para 5 & 6 above, the risk and responsibilities for disclosing tender confidentiality shall rest with Tenderer, BVFCL shall have no obligation as consequence thereof.
8. Any clarifications on procedure, tender specification both technical and commercial can be had from Chief Engineer (MS) at any time before tender closing date and time either personally or by post at least 7 days prior to closing date of the Tender. Postal delays shall not cause postponement of tender processing date & Tenderers in their own interest shall take all steps that are necessary for them to participate in tender well in time.
9. All information sought by BVFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of Tenderer to comply with requirements of BVFCL within stipulated time shall entitle BVFCL to proceed with the tenders on the basis of information available with it. No responsibility for postal delays shall rest on BVFCL.

10. Eligibility Criteria:

10.1 Applicant should be a registered Company/Firm, providing e-tender/ e-procurement platform under facility management services.

10.2 The applicant should have at least current one year experience in similar job like e-tendering, reverse auction, forward auction etc. with similar security mechanism with Govt. Deptt. /PSUs. Proof of experience such as order copies, certificates should be enclosed with the bid. Following details are to be provided towards experience as below:

Detail of similar works carried out	No. & Date of order	Value of contract	Validity of contract	No. of events completed				Name & Complete address of the Customer along with Phone No/Fax/ e-mail ids
				Tendering events	Reverse Auction	Forward Auction	Training	

11. Tenders shall be submitted in ‘Two-Stage Bid’ system as specified below:-

i. **First envelope** shall be super-scribed "**Technical & Commercial Un-Priced Offer with Earnest Money**". This envelope shall contain following documents:-

(a) EMD of Rs.10,000/-

(b) One set of complete tender documents duly signed and stamped on each page as a token of acceptance of all terms & conditions mentioned therein.

(c) Deviations with respect to commercial terms, if any (bidders, however, note that conditional offers are likely to be rejected at the sole option of BVFCL).

(d) Details of minimum one year experience in similar job with security mechanism like e-tendering, reverse auction, forward auction as per scope of work in Annexure 'B' with Govt Department/PSUs along with necessary documentary proof (as per Sl. No. 10.2 above).

(e) **Un-priced schedule of quantity** in format i.e. in **Annexure-C** (without indication of price in the “rate quoted” column). However, applicable taxes and duties in percentage against each item must be mentioned in the appropriate column. **Any deviation will liable for summarily rejection of the tender.**

(f) PAN & Service Tax No. and copies of the same.

- (g) Detailed documents covering general factors, security features, process to cover the scope of supply, time required for customization of system as per BVFCL's requirements and any other relevant technical details.
 - (h) Any other required documents as spelt out in the tender documents.
- ii. **Second Envelope** shall be super-scribed as "**Price Bid**". It shall contain item wise Prices as per format of schedule for rates given at **Annexure-C**. All rates should be firm and inclusive of all current taxes, duties and statutory levies. The break-up of all applicable taxes duties and statutory levies have to be clearly indicated in price bid.
 - iii. Both the above envelopes shall be sealed individually and placed in another envelope (Outer) and marked as per Clause 6 above.
 - iv. First Envelope will be opened on the due date of opening. If required by BVFCL, the Tenderer shall send their authorized & competent representative to take part in the discussions on the Technical & Commercial Terms as & when called for. During the discussions, the representative should be able to take immediate decision on all the matters pertaining to the bid. The representative of the Tenderer must submit the authorization letter for taking part in the discussions.
- 12. BVFCL reserves the right to accept or reject any bid in whole or in part accept other than lowest bid without assigning any reason there of. The whole work may be split up between two or more Tenderers if considered expedient by BVFCL at their sole absolute discretion.
 - 13. BVFCL may not consider any bid, which is incomplete or not submitted in accordance with the provisions, set forth in the bid documents as incomplete and may reject the same or waive any deficiencies in any or all the bids.
 - 14. Tenderer should submit their PAN (Permanent Account Number) along with the bid.
 - 15. **Earnest Money Deposit (EMD)**
 - i. Tenders must be accompanied with EMD of Rs 1,000/- only as indicated at l(C). EMD shall be made in favour of "BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD" in the form of Cross Demand Draft payable at NAMRUP only;
"CHEQUE WOULD NOT BE ACCEPTED IN ANY CASE".
 - ii. EMD shall be forfeited at the sole discretion of BVFCL in case Tenderer after having submitted the tender withdraws the same or changes the quoted prices or terms and conditions within the period of its validity or after intimation from BVFCL of the acceptance of his tender wholly or partly refuses to accept the tender in 'full or part or changes any of the conditions of the tender.

- iii. EMD of the successful Tenderer shall be returned on submission of Security Deposit.
 - iv. EMD of the un-successful Tenderer shall be returned immediately after award of the job.
 - v. No interest will be paid on the EMD of either the successful or unsuccessful Tenderer(s).
16. The Tenderers must sign all the papers of their bid. All corrections and alterations in the Tender will be signed in full with date by the Tenderer. No eraser or overwriting is permissible.
 17. Validity of the bids shall be for 90 days from the date of opening of the price bid.
 18. The price bids of only such Tenderers will be opened who are found **Techno-commercially** acceptable. The date and venue of price bid opening will be intimated to the Tenderers in due course of time.
 19. Tenderers should quote for all the items given in Schedule of Rates.
 20. The Tenderers shall confirm in the technical & commercial bid that the payment terms & all other terms & conditions stipulated in the enquiry are acceptable to them.
 21. The Tenderers shall quote their rates with reference to each item and shall quote total cost of the package. The Tenderers must bid for all the items shown in the schedule of rates failing which the offer is liable to be rejected at the sole option of BVFCL.
 22. In case if any deviation is found in total contract price mentioned by the Tenderer in the price bid, the total contract value arrived at by considering the unit rates shall be considered by BVFCL for the purpose of evaluation of bids. The Tenderer shall also confirm in the technical bid that the unit rates quoted in the price bid is inclusive of all costs and no separate cost shall be considered.
 23. Evaluation Criteria:
Items of '**Annexure C**' shall be considered as below while evaluating the prices quoted by eligible bidders:-

Sl. No.	Items	Unit/ Qty. (No. of events)	Rates quoted by bidder Per (B)	Taxes/ duties in % (type of taxes to be specified)	Grand total after adding taxes and duties
1	One time set up charges including customization as per BVFCL's prevailing tendering process. (Lump sum). Traveling, boarding, lodging expenses are inclusive in these charges.	1 (Lump Sum at Namrup)			
2.	System Usage cost.				
2.1	Complete E-tendering cost including all the activities as per scope of the work of the tender (excluding auctioning) -Rates per event.	First pilot events and subsequent events			
2.2	Hardware requirement	If required at Namrup			
2.3	Reverse/ forward Auction cost. - Rates per events.	First pilot events and subsequent events			
3	Cost for Training of Vendors/BVFCL's officials - per event excluding cost of traveling which shall be reimbursed extra for maximum of 2 persons per event as per Clause No.4 of technical/commercial terms & Conditions (Annexure B)	20			
4	Cost of digital signature certificate from the Certifying Agency certified by CCA, GOI				
4.1	One time charges towards hardware to store the digital signature - per user.	20			
4.2	Enabling the digital signature (per user - one year)	20			
			Grand Total		

Technical and Commercial Terms & Conditions

1.0. BACKGROUND

BVFCL is producing Urea and has two manufacturing Units at Namrup in the District of Dibrugarh, Assam. Apart from Manufacturing & Marketing of Urea, Company is also producing & selling Bio-Fertilizer. Presently BVFCL is not using E-tendering/ Auctioning (Reverse/Forward) facility. Company has planning to use E-tendering / Auctioning in a bid to harness its different benefits like lower procurement cycle, enhanced transparency and procurement at competitive prices. The estimated number of transactions in initial two years of E-tendering / Reverse Auction/ Forward Auction/ training/ Issuance of digital certificate will be as below:

- | | |
|--|------|
| a) E- Tendering | : 45 |
| b) Reverse/Forward Auction | : 2 |
| c) Training to user & vendor | : 20 |
| d) Issuance of digital Certificate to BVFCL officials | : 10 |
| e) Issuance of digital Certificate to vendors of BVFCL | : 10 |

These are only tentative approx. events and may vary to any extent on either side during actual implementations.

2.0 SCOPE OF WORK

The broad scope of work shall cover development/ customization of **e-procurement Solution (EPS)** software as per BVFCL's requirement, providing hardware and software support for web hosting of the above e-procurement solution for complete tender cycle including reverse / forward auctioning and training wherever required etc. For this purpose tenderer should preferably have his own portal, which should provide services from complete Tendering cycle to conducting Reverse / Forward Auctioning as per BVFCL's requirements explained below.

The tenderer shall provide web based EPS solution on his portal for Electronic Tendering cum online Reverse/Forward Auctioning system covering complete maintenance / service and technical support.

Tenderer will provide dedicated hardware requirement at site as per assessed requirement.

Tenderer will also provide complete Hardware / Software support for web hosting for the above stated EPS. The software should be capable of handling limited tenders / open tenders and Reverse/Forward auctioning as per below mentioned process/ activities:

A) e - Tendering

The main steps involved are:

- Preparing Tender documents for Limited/Open tenders
- Obtaining digital certificates for authorized officers on behalf of BVFCL/vendors.

- Generation of user ID and passwords
- Hosting of tender documents (NIT) for Limited/Open tenders
- Defining tender schedule
- Release and Uploading of tender documents (NIT)
- Allowing download of tender documents only to qualified/ authorized vendors in case of Limited tenders
- Clarifications on tender documents on line
- On line pre bid clarification/ amendments
- Preparation of bids on line
- Submission of bids on line
- Up loading bids on line
- Submission of EMD off-line (Online if possible)
- Opening of bids on line
- On line evaluation of technical bids
- On line technical clarifications
- Arriving at technical loading off-line/ on line
- In corporation of loading of technical loading as above
- Opening of price bids on line
- Generation of comparative statements/ other reports on line

B) Reverse /forward Auctioning

The reverse auction/ forward auction involves following steps:

- Short listed vendors to be allowed to participate in reverse/ forward auction
- Generation of Alias names and passwords of participating vendors
- Defining time period and rules of time period extension
- Defining base/ starting price for reverse / forward auction
- Defining Bid decrement/ increment value
- On line submission of bids
- Generation of statement of complete history of reverse/ forward auction from start to close of event giving price submitted by each participant bidder at different time period.
- For some tenderers like for HDPE Bags, chemicals etc. quantity offered corresponding to each valid bid has to be obtained (on-line) every time during the auctioning. Necessary provisions for the same have to be made available.

- The vendors, BVFCL personnel and administrator of the successful tenderer should be able to see only the price/ corresponding quantities and nothing else during the bidding process. On completion of the bidding process the System should show the lowest (or highest as the case may be) price quoted by various vendors.

C) Confirmation and Indication of quantity of the material to be supplied (For HDPE Bags only)

Under this stage, based on the lowest price received on completion of reverse auction, on line consent is required to be obtained from eligible pre-qualified vendor for supply at R1(lowest) Price or negotiated R1 price along with the quantity which they are willing to supply at this lowest rate or final negotiated rate. This consent must be with their digital signatures so that no vendor can deny acceptance at a later stage. At this stage complete log of the action so far should be available to BVFCL. This log should be available in read only format.

D) Issue of Purchase Order

Draft Purchase Orders to be prepared for processing for approval by BVFCL and for issue of these orders / communication to the successful vendor for the quantities to be supplied by them on getting the delivery instructions.

E) Training

The personnel of BVFCL and the vendors involved in the process are to be trained on the complete process as per requirement so as to ensure smooth completion of the whole process as stated above. The training sessions has to be conducted at the Plant/ offices of BVFCL as per requirement of BVFCL. Training shall be conducted only on prior written request of BVFCL. Cost of traveling to maximum two persons/ event shall be reimbursed extra as per Clause-4 of Technical/Commercial Terms & Conditions (Annexure 'B'). Boarding and lodging shall have to be borne by the successful bidder.

F) Digital Certificate

The tenderer shall provide/ quote Digital Signature Certificate (as per software requirement) and as per Information Technology Act 2000 as amended from time to time. In case tenderer is not a Certifying Agency for Digital Signature, he shall arrange the Digital certificates from a Certifying Agency notified by comptroller of Certifying Authority (CCA)

G) General Features

The salient features required in the software solution to be as given below: -

- Users identification and role definition
- Creation of User ID and password. Password to be changed by user after log on for all the users.
- Setting up hierarchy level and role definitions for different users in consultation with BVFCL.

- iv. Bidders should be asked by the system to give their complete identity and verification of the same every time they log on. A record must be maintained for audit trail.
- v. Workflow design to be made in consultation with BVFCL and categorization of different type of documents (access rights to be given to various users).
- vi. Designing of tabulation statements in consultations with BVFCL for working out item wise landed cost indicating basic rate, excise duty, sales tax, packing, forwarding, freight, transit insurance, other charges etc.
- vii. The system should be capable of providing managerial reports/ outputs related to various activities as a record and also for decision-making.
- viii. A separate main domain shall be created on E-tendering Home Page for BVFCL. The Service Provider shall also provide a hyper link on its home page.
- ix. The hosting server for e-Procurement solution shall be located in India.
- x. User friendly, flexible, scalable and robust with dynamic work flow.
- xi. Central storage of documentation.
- xii. Work flow function ability which routes documents to appropriate people or alters individuals of actions in the system.
- xiii. Tools to assist the pre-qualification of supplier.
- xiv. Capability of easily accommodate procedural/ statutory changes likely to occur with time.
- xv. Provide a highly secure environment for tender bidding and transactions processing.
- xvi. Provide total transparency in the on-going tendering, ordering process and must strictly adhere to the existing BVFCL's policies and guidelines.
- xvii. Accessible at the vendor and using any standard browser and on any standard hardware and operating system. No additional software should be required to be loaded on the vendor end and there should not be any special/ proprietary software/hardware components required on the vendor end for achieving the full functionality as per the specification.
- xviii. The service provider shall use fully authorized/ owned software components.
- xix. The service provider shall be totally responsible for all software used in this application alongwith their associated cost. Cost of any third party software, if required for the completeness of the solution, shall be borne by the service provider.

H) Security Requirements.

Software shall support payment gateway, digital certification certified by CCA and notarization. It should run in completely secure environments. Minimum essential features in the security for the software, which tenderer will provide are given below:-

- i. Portal on which E-Tendering cum Reverse Auctioning is to be carried out should use 128 bit SSL (Secure Socket Layer) technology (except for stages like downloading of documents where this may not be used due to speed considerations) that should be certified by approved certification agency certified by Controller of Certifying Agency, India.
- ii. Hierarchical set up with pre-defined roles and access levels with a specific permission for overriding default roles by proper authority.
- iii. Data encryption with PKI support certified' by recognized C.C.A. 128 or higher bit encryption with SSL Security or equivalent must be provided for Data Flow and data encryption during the process and also while the data is in the storage Box.
- iv. Audit trail.
- v. Intrusion detection & protection security features.
- vi. Provision of fire walls and anti-virus.
- vii. Digital time stamping provision on each document.
- viii. MIS report covering activities of bids evaluations and tabulations required for processing of approval.
- ix. Provision for attachment of drawings or word documents / excel sheets / scanned copies on electronic tenders.
- x. Payment Gateway enabled features.
- xi. Adoption of Industry standard symmetric/ asymmetric algorithm. Vendors to specify the standard of algorithm adopted in the software.
- xii. Wherever required softcopies to be made available in PDF format.
- xiii. The password shall be stored in our encrypted form on the server where users details are stored.

I) Bid Security Feature

The bids shall be encrypted at the bidders' end with adequate security level. The bid flow must also be further encrypted when it leaves bidders. Encrypted bids should get stored in a time lock electronic tender box.

J) Additional Security Features

- i. Electronic tender box must be time stamped and opening should be permitted by two authorized officers, supported by Digital Certification certified by CCA.
- ii. Software must support authentication and authorization of each bidder for presentation for each tender.
- iii. Freezing of each bid will be done by digital counter signatures by the tender opening officials.
- iv. System should be capable of supporting advanced biometrics technology for security and authentication of electronic documentation to establish unique identity with electronic signature.

- v. Web security to be proven and accepted by user. The web identity to be disclosed and details to be provided.
 - vi. Complete working through the system should comply with relevant Government rules /instructions including provisions of latest IT Act.
 - vii. To ensure full availability of web site during working hours, alternative facilities should be provided.
 - viii. Appropriate interface software is to be provided for integration with the existing modules being run on LAN systems in BVFCL Office/ Plants.
 - ix. The successful tenderer shall provide software upgrades from time to time after successful installation and acceptance of the system for effective & smooth functioning of EPS.
 - x. The successful tenderer shall carry out modification (if required) of the software, during the period of contract so as to ensure generation of reports / outputs as per Brahmaputra Valley Fertilizers Ltd. requirement; bugs, corrections etc.
 - xi. The successful tenderer shall provide a team of qualified technical persons for constant interaction with Brahmaputra Valley Fertilizers Ltd officials during the entire period of contract including testing, validation, trials & live running.
 - xii. The EPS should support integration to payment gateway for electronic payment through web towards the tender fees, earnest money and security money etc.
- K)** Any other job not specifically mentioned here but reasonably implied to be executed for E-tendering/E-procurement shall also have to be carried out by the service provider under this implementation of E-procurement contract without any extra cost to BVFCL in the entire contract. BVFCL reserves the right to make changes specifications as per its requirements.
- L)** Service Providers, scope of supply shall also include the following:
- a) Additional Software**
The service provider shall also supply any additional software and accessories which are considered essential for the operation of e-Procurement software without any additional cost.
 - b) System Documentation:**
The Service Provider shall furnish instructions manuals and detailed installation operation and maintenance documentation along with the CDs for the supplied items. Manual shall describe system documentation. These shall be complete, accurate and fully representative of the supplied system and its elements.
- M)** For the purpose of over-all coordination and monitoring, the service provider shall forward the fortnightly /monthly / quarterly statements in a mutually agreed formats indicating the details of events completed during the period

3.0. Schedule of Rates

The tenderer would quote rates for e-procurement implementation at our plant/Office, only in the format for schedule of rates as provided at **Annexure –C**.

Tenderers should quote for all the items, failing which their offer shall be rejected without any further correspondence.

Discount on quoted charge for processing proprietary/single tender must be indicated separately.

- 4.0** The cost of travel (economy class airfare/II Class AC train fare) will be extra and to be reimbursed by BVFCL on actual basis for Sl. No.2 & 3 of Annexure -'C'. In case of travel by taxi, payment shall be restricted to second-class AC train fare for shortest route. Any travel by the team of successful tenderer (maximum two person per visit) would however only be with the prior written approval of BVFCL.

Service Provider shall bear the boarding & lodging cost of their team during their visit to the site for the purpose of project execution. However accommodation in BVFCL's Guest House shall be provided on chargeable basis, if available.

5.0 Payment Terms:

- 5.1 One time set up charges including customisation as per prevailing tendering process of BVFCL shall be paid within 30 days after successful completion of minimum two events of E-tendering & auctioning.

In case of failure to execute successfully the above events, no payment for set up charges shall be made (and only per tender/ event cost quoted by the service provider for no. of tender/ event actually executed shall be paid).

- 5.2 Payment for other items i.e. Sl.. No.2 to 4 of **Annexure-C**:- 100% payment shall be made by BVFCL within 30 days of submission of bills along with activity completion certificate.
- 5.3 The bills for payment shall be submitted to **Finance Manager, BVFCL, Namrup..** The amount of statutory levies (like service tax and other applicable taxes and duties) shall be indicated separately in the bills.
- 5.4 If BVFCL is required to deduct any taxes at source or withhold tax, the successful tenderer(**Supplier**) shall be provided notice for such withholding and should have the opportunity to provide a document exempting the withholding. In case Supplier does not provide the requisite document, BVFCL shall withhold the tax and duties as applicable.

6.0. Additions/Alteration to Scope of work

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

7.0. GENERAL AND COMMERCIAL TERMS & CONDITIONS

- i. **Award of Contract** will be made at the sole & absolute discretion of BVFCL, which shall not be disputed. Work Order issued on the basis of this tender will be called **Contract**. The terms and conditions as embodied in the contract shall be final and shall supersede any other terms and conditions that might have been indicated in the tender submitted by the Tenderers. The terms & conditions given in the tender documents shall also form part of Work Order.
- ii. **Contract Period** shall commence from the date of award of contract. Contract period may be reduced or extended at the discretion of BVFCL depending upon performance. The rates shall remain firm for the entire contract period. The Contract may be extended for a further period of one year on existing terms and conditions at the sole option of BVFCL.
- iii. **Cancellation of the contract:** BVFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.
- iv. **Assignment of Work:** BVFCL shall issue letter to the Supplier indicating the description of work, quantity and bill of material as required for issuing the tender.
- v. **Accommodation to Engineer** can be provided by BVFCL in its guest house on chargeable basis if available at the rate at which accommodation is provided to outsiders, on request by the Supplier.
- vi. **Clear understanding:** When a Tenderer submits his tender in response to these tender documents, he will be deemed to have understood fully about requirements terms and conditions. No claim from Tenderer shall be entertained whatsoever on the plea that the Tenderer did not have a clear idea on any particular point and or a clause of the tender.
- vii. **Assignment or Subletting of Contract:** The Supplier shall not sublet or assign the contract or any part thereof or assign any rights or delegate any obligation there under without the prior written consent of BVFCL. Any breach of this condition shall entitle BVFCL to terminate the contract and the Supplier shall be solely responsible and liable for any loss or damage arising out of or ensuing from such termination. BVFCL reserves its right to recover the said losses or damages or charges and expenses incurred on the account in any manner whatsoever and from any dues payable to the Supplier or available with BVFCL. The permitted subletting of work by the Supplier shall not establish any contractual relationship between the sub-contractor and BVFCL and shall also not relieve the Supplier of any of his obligations under the contract.
- viii. **Force Majeure:** Neither party shall be considered in default in the performance of their obligations under the contract, if such performance is prevented or delayed or restricted or interfered with by reasons of war, hostilities, revolution, rebellion, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or representative of any such Govt. or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto or because of any act of God. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference

for the period of it persists provided that the party so affected shall use its best efforts to avoid or remove such cause of non-performance if possible and shall continue performance hereunder with utmost efforts on cessation of Force Majeure events.

The party invoking Force Majeure will inform the other party of the period for which the Force Majeure conditions continued alongwith authentic documentary evidence in proof occurrence of Force Majeure events.

- ix. **Workmen Compensation:** The Supplier will be solely responsible for any liability to his workers in respect of any accident, injury arising out of and / or in the course of Supplier 's employment. To meet the aforesaid obligation under the Workmen Compensation Act, the Supplier will obtain an Insurance Cover Note under Workmen's Compensation Policy from any of the Insurance Company in respect of persons employed by him for carrying out his work and obligations under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the Supplier. The Supplier shall ensure that the said Insurance Policy remain valid till the expiry of the Contract. Photocopy of the above Insurance Cover is required to be submitted by the Supplier to BVFCL immediately after the issue of LOI but before the start of work. Payment against the work done will not be released to the Supplier until and unless photocopy of Insurance Cover is submitted to the Company. If any clause in which by virtue of the provisions of Section 12, Sub Section (1) of the Workmen Compensation Act, 1923 or any other Law for the time being in force, BVFCL is obliged to pay compensation to a workman employed by Supplier in execution of work, BVFCL will recover from the Tenderer the amount of compensation so paid.
- x. **Agreement:** The Supplier shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 50/- with BVFCL within 21 days of receipt by him of the Letter of Intent. The agreement to be executed will be in the Agreement Performa as specified by BVFCL and enclosed at **Annexure-F**. The cost of stamp paper will be borne by the Tenderer.
- xi. **Jurisdiction:** All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in Dibrugarh (Assam) court.
- xii. **Conciliation:** At the first instance both the parties shall make efforts to resolve the disputes through conciliation as per the procedures laid down in the Arbitration and conciliation Act 1996 failing which disputes shall be referred to the arbitration as per the provision provided hereunder.
- xiii. **Arbitration:** Any disputes or differences whatsoever arising between the parties and or relating to the construction, interpretation, application, meaning, scope, operation, or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Conciliation & Arbitration of **ICADR** and the award made in pursuance thereof shall be final binding on both the parties.

It is agreed by and between the parties that in case a reference is made to the arbitrator or the arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the arbitrator or Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI PLR or actual interest rate paid by the owner (BVFCL), which ever is lower, prevailing on the date of award of contract.

- xiv. **Secrecy:** Any information delivered or otherwise communicated by BVFCL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of BVFCL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.
- xv. The Supplier shall comply with all statutory requirements and laws in performing the contract. The responsibility for action / safety of their employees while performing the contract by the Supplier shall be solely his.
- xvi. **Indemnity –**
 - (a) The Supplier shall at all times indemnify BVFCL against all claims which may be made in respect of any equipment, used in the services under the contract for infringement of any right protected by patent, registration of designs or trade mark provided always that in the event of any claim in respect of alleged breach of patent, register designs or trade mark made against the company (owner), the same will be notified to the contractor and the contractor shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.
 - (b) The Supplier shall indemnify and legally protect BVFCL and / or its employees against all claims, actions, proceedings, demands, costs, expenses causes of action or suit arising out of incidental to any / or consequent upon the services provided by the Supplier under the contract or due to the failure of the Supplier in the performance of his obligations under the terms of the contract. The Supplier shall indemnify BVFCL against any infringement of trademark / copyright or title to goods / services by him and shall be solely responsible for goods / services offered. .
- xvii. Should a **Tenderer** has a relation whether by blood or otherwise with any of the employees of BVFCL, the Tenderer must disclose the relations in the Form of Declaration as per format at Annexure-E at the time of submission of Tender failing which BVFCL may at its discretion reject the tender or rescind the contract.
- xviii. The Tenderers must be registered with PF Authorities and have their own PF Code Number under the Employees Provident Fund and Misc. Provisions Act, 1952. In case of non-compliance with any of the conditions/ or provisions contained in E.P.F. and Misc. Provision Act, 1952 as amended from time to time. BVFCL reserves the right to provisionally retain 25 % of the Supplier's payment towards employee and employer's contribution.
- xix. **Laws governing contract:** The Supplier shall be governed by the laws of Union of India for the time being in force.

xx. **Taxes:** The prices quoted by Tenderer are inclusive of all current taxes, duties and other statutory levies. ***Service Tax shall be shown separately on the invoices.*** Payment of Taxes to the concerned authorities shall be the responsibility of Tenderer and the Tenderer shall not raise any dispute in this regard at a later stage. Rates quoted by Tenderer and agreed finally by BVFCL shall be firm and shall not be subject to any escalation except for statutory variations. Compliance of requirement of statutory authorities for various taxes/ duties shall be the sole responsibility of the successful tenderer.

xxi. **TDS shall be deducted as per Income Tax Act 1961.**

xxii. Statutory variations in Service Tax, Excise Duty, Sales Tax and other levies will be adjusted/ reimbursed against production of documentary evidence.

xxiii. **Security Deposit**

- a) The successful bidder shall require to furnish a security deposit of the amount equivalent to 10% of the total contract value by way of Bank Guarantee (BG) from any Nationalized / Scheduled bank in favor of Brahmaputra Valley Fertilizer Corporation Limited, Namrup for due and faithful performance of the contract within a period of twenty-one (21) days from the date of award of the contract. The Bank Guarantee shall be valid till the period of the contract or any extension together with a claim period of six months. The Successful bidder shall ensure that BG is submitted to BVFCL by his Banker directly under registered post (AD) without routing through the bidder. The BG shall be in the specific Format only and the same is enclosed at **Annexure-G**.
- b) The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act 1872 and for the extension of that section. The contract shall be deemed to be borne / given by the Tenderer for the performance of an essential duty.
- c) This security deposit shall be refunded (or BG released) after one month of successful completion of contract period and BVFCL to that effect has issued certification. It shall be lawful for BVFCL, if any differences or dispute are likely to occur, to defer payment of the security deposit or any portion thereof, which may be due for release until such difference and dispute, has been finally settled or adjusted.
- d) The security deposit shall not bear any interest.

xxiv. **Claims:** BVFCL shall be entitled to retain the amount, if any, of its claim against the successful Tenderer, whether liquidated or un-liquidated arising out of the contract under reference or otherwise, however and set off the same pro-rata against any amount payable to the successful Tenderer under the contract under reference, without prejudice and in addition to the other rights of BVFCL, to cover the amount of claim by other remedies, legally available. .

xxv. If Supplier fails to perform the Contract in accordance with the terms and conditions of the Contract, BVFCL shall have the right to get the job done by any other agency at risk and cost of the Supplier.

xxvi. **Consignee:**

Chief Engineer (MS)
BVFCL, Namrup,
PO - Parbatpur. Pin: – 786623
Dist - Dibrugarh., Assam.

8.0 TERMINATION OF THE CONTRACT:

The Contract is liable to be terminated if the Contractor/Supplier:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/ their assets or property on the works or
- ii. Makes an arrangement with or assignments in favour of his/ their creditors or agrees to carry out the contract under a committee or inspection of his/ their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of Engineer in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of BVFCL; or
- vii. Performance is not satisfactory; or
- viii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the reasonable satisfaction of BVFCL within fifteen days after written notice of such default is provided to the Contractor. Such termination will be by 15 (fifteen) days notice in writing and no claim/ compensation shall be payable by BVFCL as a result of such termination.
- ix. At any time, the contractor makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from designated officer of BVFCL.
- x. If the contractor obtains the contract with BVFCL as a result of ring tendering, or with illegal measures.
- xi. Information submitted/furnished by the contract are found to be incorrect.
- xii. The above shall be without prejudice to BVFCL's other rights under the law.

9.0 CONSEQUENCES OF TERMINATION:

If the contract is terminated by Owner for reasons detailed above or for any other reasons whatsoever:

- i. The owner shall reserve the right to get work completed at the risk and cost of the contractor and 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 without prejudice to any other remedies/ rights/ claims etc. that may be available to the owner.
- ii. Security Deposit submitted by the contractor shall stand forfeited.
- iii. The Supplier shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Supplier for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by the owner as a consequence of termination of the contract

10.0 RIGHTS OF BVFCL

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

- 11.0 The tenderer should quote the rates both in figure and words. In case of any discrepancy, rates quoted in words shall be applicable.
- 12.0 Incomplete tender or tender not accompanying the required details or tender received late shall be summarily rejected without further reference whatsoever.
- 13.0 Tenderer shall certify that none of the BVFCL's ex-employee is employed with them (in case any ex-employee of BVFCL is employed should furnish details separately).
- 14.0 **Incorrect Information:** In case any information submitted by the Tenderer in the tender is found incorrect, untrue or false or it is noticed during execution of the contract or prior to award of the contract that any information having material bearing on the contract has been concealed by the contractor, the owner shall have right to terminate/ rescind the contract.
- 15.0 The supplier shall indemnify and legally protect BVFCL and/ or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/ or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/ its obligations under the contract.

If the BVFCL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, BVFCL shall be entitled to recover the said amount from any security or guarantee available with the BVFCL under the contract.

- 16.0 The seller shall comply with all Central/State laws as well as the rules, regulations by laws as may be in force from time to time. Any failure on the count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.
- 17.0 Please confirm that no other firm/ sister concern/ associate belonging to the same group is participating/ submitting this tender.
- 18.0 Please confirm that you, your associates or your sister concern etc. have not been black listed by any Institutional Agency / Govt. Deptt. / Public Sector Undertaking in the last two years.
- 19.0 One person will be allowed to represent only one Company during discussions/negotiations with BVFCL. If same person is representing different companies with authorization letter from more than one Company, such person will be allowed to represent only the first company called for negotiations.

Schedule of Quantities and Price

S.No.	Items	Unit/ Qty. (No. of events)	Rates quoted by bidder Per (B)	Taxes/ duties in % (type of taxes to be specified)	Grand total after adding taxes and duties
1	One time set up charges including customization as per BVFCL's prevailing tendering process. (Lump sum). Traveling, boarding, lodging expenses are inclusive in these charges.	1 (Lump Sum at Namrup)			
2.	System Usage cost.				
2.1	Complete E-tendering cost including all the activities as per scope of the work of the tender (excluding auctioning) -Rates per event.	First pilot events and subsequent events			
2.2	Hardware requirement	If required at Namrup			
2.3	Reverse/ forward Auction cost. - Rates per events.	First pilot events and subsequent events			
3	Cost for Training of Vendors/BVFCL's officials - per event excluding cost of traveling which shall be reimbursed extra for maximum of 2 persons per event as per Clause No.4 of technical/commercial terms & Conditions (Annexure B)				
4	Cost of digital signature certificate from the Certifying Agency certified by CCA, GOI				
4.1	One time charges towards hardware token to store the digital signature - per user.	20			
4.2	Enabling the digital signature (per user - one year)	20			
	Grand Total				

Discounts: Wherever available such against processing proprietary/single tenders or for the subsequent range of events beyond pilot event must be clearly indicated separately for working out the overall cost of the contract.

NOTE:-

1. The number of events for each item shall be counted cumulatively for the entire period of work order/contract including extended period if any. .
2. For deciding slabs for discounts, tenders involving e-tendering as well as reverse auctioning shall be counted as one tender only. Tenders having only reverse/forward auctioning shall be counted as separate tender.

Declaration Form**“ Tender for Implementation of
E-procurement / E-sale Solution across BVFCL Plants /Offices”**

1. Tender to confirm that they have quoted all items as per Annexure 'C'	
2. If a Tenderer has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender, failing which, BVFCL shall reserve the right to reject the Tender or rescind the Contract.	YES/NO
(If Yes, give the following details)	
Name and Designation of the Employee	
Place of Posting	
Relation with the Employee	
3. Tenderer to confirm that they, their associates or their sister concern etc. have not been blacklisted by any institutional agency / Govt. Deptt. / Public Sector Undertakings in the last two years.	
4. P.F. Registration No of the Contractor (along with Documentary proof thereof)	
5. PAN No of the Contractor (along with Documentary Proof thereof.	

(Signature of Tenderer with SEAL)

Place: _____

Date: _____

Undertaking

""Tender for Implementation of
E- procurement / E-sale Solution across BVFCL Plants / Offices""

To,

**Chief Engineer (MS)
Brahmaputra Valley Fertilizer Ltd. , Namrup
P.O. – Parbatpur, Dist. – Dibrugarh
ASSAM, PIN - 786623**

Ref. No: BVFCL/ e-procurement/NIT/2009/193 dated 25/05/2009

**Subject: Tender for “Implementation of E-procurement/E-sale Solution across
BVFCL plant/offices”.**

Dear Sir,

I/We_____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of "Implementation of E-procurement / E-sale Solution at BVFCL Namrup" at the rates quoted in the attached Schedule of Rates (**Annexure-C**) of Tender Documents.

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

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

Thanking you,

Yours faithfully; -

For M/ s_____

(Signature of Tenderer with SEAL)

Address:_____

AGREEMENT

Agreement for **Implementation of E-procurement/E-sale Solution across BVFCL plant/offices** for BVFCL, Namrup, P.O.– Parbatpur, Dist. - Dibrugarh, Assam.

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

AND WHEREAS vide NIT No. BVFCL/e-procurement/NIT/2009/193 dated 25/05/2009, BVFCL desires of execution of above stated work for its plants/offices.

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

AND WHEREAS BVFCL awarded job of **Implementation of E-procurement/E-sale Solution across BVFCL plant/offices** at BVFCL, NAMRUP to M/s _____ vide Work Order No. BVFCL/ _____ dated _____ at value and as per terms & conditions of the contract & NIT.

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

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

1. The supplier does hereby covenant with the BVFCL that the Supplier will duly, provide install, test the said work on or before the dates mentioned in the said Tender and all other Acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the successful completion

of the said work and in the manner and subject to the terms, conditions or stipulation mentioned in the contract.

2. The Supplier shall execute the work with promptness, care and accuracy in a workman like manner to the satisfaction of BVFCL and complete the same in all respects in accordance with the terms & conditions of the contract.
3. It is agreed between the BVFCL and the Supplier that the time is the 'essence of the contract' and further agreed that the contract will be completed as per terms & conditions of the Contract.
4. All work, executed or during execution, in pursuance of this contract shall at all times be upon to inspection and supervision of the BVFCL. The compliance of observations/improvement as suggested by Inspecting Office of BVFCL shall be mandatory on the part of the contractor.
5. The Supplier shall duly perform the said work in the manner aforesaid and observe the terms and conditions specified herein the contract. BVFCL shall pay to the Supplier the respective amount due for the works successfully executed by him as per the agreed schedule and such other sum as may become payable to the Supplier under the provisions of the Contract.
6. In consideration of the due provision, execution and completion of the said works, the Supplier does hereby agree to pay to the BVFCL and accept the provisions of the same as may be due to the BVFCL for the services as provided in the agreement.
7. In consideration of the due provision, execution and completion of the said works, the Supplier does hereby agree to pay to the BVFCL and accept the provisions of the same as may be due to the BVFCL for the services, if any, rendered to the supplier and for such other sums as may become payable to the BVFCL towards loss, damage to the equipment, materials, plant and machinery and liquidated damages, if any, as set forth in the said conditions of the contract such payment to be made at such time in such manner as provided in the Agreement.
8. The Supplier shall not assign or transfer the contract, benefits etc. to any other person except with the prior approval of the Owner.

9. **Arbitration**

Any disputes or differences whatsoever arising between the parties and or relating to the construction, interpretation, application, meaning, scope, operation, or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Conciliation & Arbitration of **ICADR** and the award made in pursuance thereof shall be final and binding on both the parties.

It is agreed by and between the parties that in case a reference is made to the arbitrator or the arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the arbitrator or Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI PLR or actual interest rate paid by the owner (BVFCL), which ever is lower, prevailing on the date of award of contract.

10. In the event of assignment approved by Owner and occurrence of any loss or injury thereafter and work is not executed as per the satisfaction and specifications mentioned in the Work Order and NIT, the Supplier shall be liable to duly compensate the Owner M/s Brahmaputra Valley Fertilizers Corporation Limited in this regard.
11. The documents as listed in the work Order vide No. _____ dated _____ shall be deemed to form and to be construed as part of this Agreement.

In the presence of Witness
(Signature & Addresses)

Signed & delivered on behalf of

.....
(Signature)

Name:

Address:.....

.....

.....

.....
For M/s _____

Name:

Address:.....

.....

.....

.....

.....
(Signature)

Name:

Address:.....

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.....

.....
For Brahmaputra Valley Fertilizer
Corporation Ltd. Namrup

Name:

Address:.....

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BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE BOND

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

1. We, _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from BVFCL stating that there is a breach by the Supplier/Contractor of any of the terms and conditions contained in the Order or by the reasons of the Supplier's/Contractor's failure to comply with the terms and conditions as stipulated in the Order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the Order and as regard to the amount due and payable by the bank under this guarantee notwithstanding any dispute or disputes raised by the said Supplier/Contractor regarding the validity of such breach and we agree to pay the amount so demanded by BVFCL without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
2. We, _____ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Order and that it shall continue to be enforceable till the dues of BVFCL under or by virtue of title said Order have been fully paid and its claim satisfied or discharged or till BVFCL certifies that the terms and conditions of the Order have been fully and properly carried out by the Supplier/ Contractor and accordingly discharge the guarantee.
3. We, the bank, undertake to pay to BVFCL any money so demanded notwithstanding any dispute or disputes raised by the said Supplier /Contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder, and the said Supplier/Contractor shall have no claim against us for making such payment.
4. We the bank further agree' that BVFCL shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Order or to extend time of performance by the said Supplier/Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the BVFCL against the said Supplier/Contractor and to for bear or enforce any of the terms and conditions relating to the Order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier/Contractor or for any forbearance, act or omission on the part of the BVFCL or any indulgence by the BVFCL to the Supplier/Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. Our liability under this guarantee is restricted to Rs. _____ and shall remain in force up to unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not be discharged due to change in the constitution in the bank or the said Supplier/Contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to Finance Manager, M/s Brahmaputra Valley Fertilizer Corporation Limited, Namrup, _____.
8. We _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BVFCL in writing.

Signed on the _____ day of _____.

For the Bank

Witness

Signature
Name (s) & Designation (s)
Name And address