

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.  
NAMRUP  
(MARKETING DEPARTMENT)  
P.O.PARBATPUR-786623  
DIST: DIBRUGARH.ASSAM**

**TENDER DOCUMENT  
FOR**

**THE WORK OF:** SUPPLY OF COW DUNG, WATER BORNE VEGETATION / JUNGLE / GRASS (BIO-MASS), CARRYING & FILLING IN THE VERMI-PITS OF THE ORGANIC MANURE PROJECT LOCATED AT OLD BVFCL HOSTEL BUILDING-II SECTOR F.

**TENDER NOTICE NO: BVFCL/GM (Mktg & HR) /OMP/16-17/01**

**Price ` 500/-**

**NOT TRANSFERABLE**

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.  
NAMRUP  
(MARKETING DEPARTMENT)**

**SUB:- Tender document for the work:- :- SUPPLY OF COW DUNG, WATER BORNE VEGETATION / JUNGLE / GRASS (BIO-MASS), CARRYING & FILLING IN THE VERMI-PITS OF THE ORGANIC MANURE PROJECT LOCATED AT OLD BVFCL HOSTEL BUILDING-II SECTOR F.**

**MARKETING DEPARTMENT  
BVFCL, Namrup**

*Issued to Shri/M/S.....*

*Serial No..... Dated.....*

*Tender No..... Dated.....*

*Due On ..... Time.....*

*Price  
`.....(Rupees .....*

*.....) only*

*This tender is due for submission to the office of GM (Marketing & HR), Brahmaputra Valley Fertilizer Corporation Limited , Marketing Department, Namrup on or before 3.PM on 22-10-2016 and will be opened on the same date i.e. 22-10-2016 at 3.30 PM in the presence of tenderers who wish to be present.*

*(Y.K.Goel)  
GM (MKTG & HR)*

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.****(A GOVERNMENT OF INDIA UNDERTAKING)****MARKETING DEPARTMENT.****NAMRUP, P.O. PARBATPUR, DIST. DIBRUGARH, ASSAM, PIN-786623.****NOTICE INVING TENDER****Ref. No BVFCL/GM (Mktg & HR) /OMP/16-17/01**

Sealed tenders are invited in TWO BID system i.e. Part-A (Technical bid) and Part-B (Price bid) on item rates basis from the experienced, financially sound contractor / firm for the following jobs in Brahmaputra Valley Fertilizer Corporation Limited, Namrup for ONE YEAR. Details are as under:

S. No	Description of items & Nature of jobs	Earnest Money Deposit	Security Deposit	Cost of tender form
1	SUPPLY OF COW DUNG, WATER BORNE VEGETATION / JUNGLE / GRASS (BIO-MASS), CARRYING & FILLING IN THE VERMI-PITS OF THE ORGANIC MANURE PROJECT LOCATED AT OLD BVFCL HOSTEL BUILDING-II SECTOR F.	₹ 5,000/-	10% of work order Value	₹ 500/-

Tender documents can be obtained from the BVFCL, Marketing Office at Namrup on payment of ₹ 500 in cash or by Demand draft in favour of Brahmaputra Valley Fertilizer Corporation Ltd, (BVFCL), Namrup payable at UCO / SBI, Bank Namrup / Guwahati. Also the Tender Documents can be downloaded from BVFCL & Govt websites: [http:// www.bvfcl.com](http://www.bvfcl.com) and <http://www.tenders.gov.in> or <http://www.eprocure.gov.in> as per schedule details below:-

**Schedule for tendering.**

- 01. Issuance of tender paper : From 3.10.2016 to 22.10.2016 upto 12.00 Noon**  
**02. Last date of submission of tender documents : 23.10.2016 up to 3.00 PM**  
**03. Date of opening of tender documents (Part –A) : 23.10.2016 at 3.30 PM**

Tenderer(s) should submit the following documents along with his / their Tender:-

**IN PART-A:-**

01. Documentary evidence for having well experience in handling similar nature of jobs like supply of Cow dung, jungle / Grass / Weeds & carrying / transporting of said raw materials.
02. The tenderers must furnish a notarized affidavit that sufficient numbers of trucks & raw materials will be made available to supply as per requirement as and when needed.
03. The tenderers must furnish an undertaking that material will be supplied as and when required as per the scope of the work.
04. Copy of Valid PAN Card in his own / firm's name
05. Copy of valid VAT Registration Certificate indicating TIN No / CST No.
07. Present Bank solvency Certificate (For financial resourcefulness) from any nationalized / scheduled Bank clearly indicating the A/C NO.
08. Copy of Service Tax Reg. No.
09. Valid Labour License for Engagement of labour.
10. Valid PF registration No.

Sl. No	Documents to be submitted	Documents submitted	
		Yes	No
<b>Envelope-I will contain EMD:</b>			
1	i) Demand Draft of ` ----- (Rupees ) DD No.....Date.....drawn in favour of BVFCL payable at Namrup / Guwahati towards the cost of tender form. ii) Demand Draft of ` ----- (Rupees ) DD No.....Date.....drawn in favour of BVFCL payable at Namrup / Guwahati towards the cost of Earnest Money Deposit.		
<b>Envelope-II will contain :</b>			
2	Attested copies of experience in handling similar nature of jobs like supply of Cow dung, jungle / Grass / Weeds and carriage / transporting of said raw materials.		
3	Present Bank solvency Certificate (For financial resourcefulness) from any scheduled Bank indicating the A/C No.		
4	Attested copies of valid Income Tax clearance Certificates / Return / Assessment order for previous 03 years.		
5	Attested copy of PAN Card.		
6	Attested copy of Service Tax Registration Certificate.		
7	Duly notarized affidavit that sufficient Materials & numbers of trucks will be supplied as per requirement as and when needed		
8	Copy of valid VAT Registration Certificate indicating TIN No. / CST No.		
9	Valid PF Registration No.		
10	Valid Labour License for engagement of labour.		
11	General Terms and Conditions of Contract and instructions to the tenderer (Schedule-I) duly signed & stamped on each page.		
12	<b>I / We accept the General Terms &amp; Conditions and Instructions to the Tenderer.</b>		
<b>Envelope-III will contain the following :</b>			
1	Rate Quotation duly stamped and signed (Schedule-II)		

Thanking you

Your's faithfully

Name:

**N.B.: Please be noted that issuance of Tender document does not have guarantee for consideration of Tender.**

1. BVFCL shall not be responsible for postal delay / loss of Tender Documents / application.
2. BVFCL reserves the right to accept or reject any or all Tenders without assigning any reason thereof.
3. Tender Documents down loaded from BVFCL & Govt web sites must accompany a DD of ` 500.00 while submitting the same otherwise the same shall not be considered.
4. The contractor (s) / Firm must have their own Bank account with any core branch of State Bank of India or with UCO Bank, Namrup/Guwahati.
5. In case of any Bandh / Holiday / Strike etc. on date of submission / opening next working day shall be counted as date of submission / opening.
6. The tenderer (s) should read carefully and understand the tender document and terms & condition before submitting the tender. For any clarification please contact concern officer of Marketing Department during office hours.
7. BVFCL reserve the right to withdraw the contract/terminate the jobs on unsatisfactory performance of the progress of the work during the tenure of the contract within a very short notice.
8. General Terms & Conditions of Contract shall be a part of tender document(s) and the work shall be operated accordingly
9. The work shall be awarded initially for a period of one year and after getting satisfactory performance of the party the work may be extended.

For & on behalf of BVFCL

*(Y.K.Goel)*  
*GM (MKTG & HR)*

## **INSTRUCTIONS TO THE TENDERER.**

### **1. JOB & REQUIREMENT :-**

The Contract involves SUPPLY OF COW DUNG, WATER BORNE VEGETATION / JUNGLE / GRASS (BIO-MASS), CARRYING & FILLING IN THE VERMI-PITS OF THE ORGANIC MANURE PROJECT LOCATED AT OLD BVFCL HOSTEL BUILDING-II SECTOR F.

- 1.1 Tenderer must have sufficient experience in similar nature jobs like supply of Cow dung, Jungle / Grass / Weeds & carriage / transporting of said raw materials.
- 1.2 Preference will be given to tenderer who are having own Cattle Rearing Farm and Trucks.

### **2. TENDER FORM AND RATE :**

- 2.1 General Terms and conditions of contract, schedule-I will be part of contract & agreement
- 2.2 General Terms and conditions of contract should be duly signed by tenderers or their Authorized representative and original copy of the same should be submitted. No conditional offers shall be entertained.
- 2.3 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 Dairy Farming Union.
- 2.4 Rates should be quoted inclusive of all applicable taxes & duties etc. except service tax as applicable
- 2.5 The tenderer shall quote the price strictly as per the Proforma enclosed. Parties should quote one rate for the specific items. Tenders with quotation of different rates for same item / business shall be rejected without any further reference.
- 2.6 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.
- 2.7 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 in addition to the termination of the contract.

### **3.0 SUBMISSION OF DOCUMENTS:**

- 3.1 The parties should submit their tenders in a covered Envelope containing sealed Envelope- I , II & III having the following mentioned documents :-

#### **3.2 Envelope –I & II shall contain the following (Schedule-I) :-**

- 3.3 **Envelope–I:**
  - i) Demand Draft of ` (Rupees ) DD  
No.....Date.....drawn in favour of BVFCL payable at Namrup/Guwahati towards the cost of tender documents.
  - ii) Demand Draft of ` (Rupees ) DD  
No.....Date.....drawn in favour of BVFCL payable at Namrup / Guwahati towards the cost of Earnest Money Deposit.

#### **3.4 Envelope-II shall contain the following documents (Schedule-I):**

- 3.5.
  1. Documentary evidence for having well experience in handling similar nature of jobs like supply of Cow dung, Jungle / Grass (Bio-Mass) & carrying / transporting of the said materials
  2. The tenderers must furnish a notarized affidavit that sufficient numbers of trucks will be made available to supply raw materials as per requirement as and when needed.
  3. The tenderers must furnish an undertaking that material will be supplied as and when required as per the scope of the work.
  4. Copy of Valid PAN Card in his own / firm's name
  5. Copy of VAT Registration Certificate indicating TIN No / CST No.

6. Present Bank solvency Certificate (For financial resourcefulness) from any Scheduled Bank.
  7. Copy of Service Tax Reg. No.
  8. Valid Labour License for engagement of labour
  9. Valid PF registration No.
- 3.6 General Terms and conditions of contract (Schedule-II) and instructions to the tenderers duly signed & stamped on each page.
- 3.7 Tenderer has to submit a declaration along with the Technical Bid in the form of an affidavit duly notarized stating:
- a) That no other Firm / Sister concern / Associate belonging to the same group is participating / submitting this tender.
  - b) That the Bidders/their Associates / Sister concerned 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)
- 3.8. **Envelope-III will contain the following(Schedule-II) :-**
- Rate quotation (as per the prescribed format enclosed only) duly stamped and signed, along with application .
- 3.9 **Envelope-I, II & III should be put in one outer envelope superscribing clearly the date of opening tenders & name of the party.**
- 3.10 The Tender committee will open envelope-I on scheduled date of opening. If the cost of tender form / documents & EMD are not submitted in envelope-I, then envelope-II of the party shall not be opened.
- 3.11 The Tender committee will scrutinize the documents submitted in envelope-II and a comparative statement showing the required documents shall be prepared. If any party is found having any lapses in submitting the documents asked for, the party will summarily be rejected without assigning any reference. However the Tender Committee Chairman / DGM (MKTG) may consider allowing reasonable period of time to the party for submitting required documents from the date of opening of tender and the same should be placed in the file before submitting to Competent Authority for approval.
- 3.12 Envelope-III of the successful tenderers who were found Techno-commercially acceptable will be opened on schedule date and time.
- 3.13 A comparative statement of rates of all the successful tenderer shall be made to evaluate the L-1.
- 3.14 Tenders should be submitted in a covered envelope as instructed under 3.9 to the Marketing Office, BVFCL, Namrup on or before due date and time.
- 3.15 **Last date of submission of tender is 23.10.2016 before 3.00 PM.**
- 3.16 Tenders will be opened on the same day at 3.30 PM in the presence of the tenderers who wish to be present, if possible.
- 3.17. Out of the firms / companies having common Partners / Directors, only one firm / company will be selected and the same will be considered.
- 3.18 BVFCL reserves the right to accept or reject any or all tenders in full or in part without assigning any reason thereof .
- 3.19 Tender documents shall not be issued to the firm / contractor or their sister concerns

whose past performance was found to be unsatisfactory at the sole discretion of BVFCL.

- 3.20 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 Employee then in that case the committee will reserve the right not to accept the tender offered for Organic Manure Project.

**Note : The Tender documents consist of the following :**

1. Application Form for contract-supply of Cow dung / Jungles / Grass (Bio-Mass) etc. (Schedule- I).
2. Earnest Money Deposit (Schedule-I) .
3. Instructions to Tenderer and General Terms & Conditions (Schedule-I)
4. Rates quotations / Schedule of quantities / Abstract of cost (Schedule-II)

(Signature of tenderer with Seal)



## **GENERAL TERMS AND CONDITIONS: SCHEDULE-1.**

### **4.0 SCOPE OF WORKS :**

Brahmaputra Valley Fertilizer Corporation Ltd. Is having ORGANIC MANUARE PROJECT for producing VERMI-COMPOST and for producing the VERMI-COMPOST raw material like Cow dung, Grass and water borne vegetation are to supply to the project located at old Hostel Building –II Sector F.

### **4.1 GENERAL TERMS AND CONDITIONS:**

- 4.1.1 BVFCL invites sealed tenders in two bids system for execution of work- SUPPLY OF COW DUNG, WATER BORNE VEGETATION / JUNGLE / GRASS (BIO-MASS), CARRYING & FILLING IN THE VERMI-PITS OF THE ORGANIC MANURE PROJECT LOCATED AT OLD BVFCL HOSTEL BUILDING-II SECTOR F for the purpose of manufacturing Vermicompost.
- 4.1.2 In case tender document is downloaded from the website and submitted without cost of application, the tender so submitted will not be considered.
- 4.1.3 The successful tenderer shall ensure the time schedule and volume of business to be started.

### **4.2 DEFINITIONS :**

- 4.2.1 The **CORPORATION** shall mean Brahmaputra Valley Fertilizer Corporation Limited having its registered Office at Namrup, P.O. Parbatpur , Dist. Dibrugarh (Assam), Pin- 786623.
- 4.2.2 The **CONTRACTOR** shall mean the Tenderer / party whose tender has been accepted and include his legal Representative, Successors and Assigns.

### **4.3 SUBMISSION OF TENDERS :**

- 4.3.1 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 ground for want of knowledge thereafter will be entertained. The tenderer should quote rates upto two decimal places only both in figure as well as in words in Rupees as given at Schedule-II.
- 4.3.2 The rates quoted will be valid for a period of **03 (Three) months** (90 days) from the opening date of the tender or signing of the contract which ever 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, revises the tender rates, his Earnest Money Deposit shall be forfeited.
- 4.3.3 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.

### **4.4. SERVICE OF NOTICE TO CONTRACT:**

The tenderer shall furnish Power of Attorney in the name, designation and address of his Authorized agent, employees / persons. 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.

## **5.0 COMMENCEMENT OF WORK:**

The Contractor shall commence the work within 07 days as mobilization period 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 7 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:**

6.01 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 Earnest Money Deposit, and other documents as indicated under Clause-3.0 of Submission of Documents .

## **7.0 PERIOD OF CONTRACT :**

The period of contract shall be ONE YEAR from the date of award excluding the mobilization period of 7 days. However, the Company shall be entitled to terminate the contract earlier than the contract period without any notice if in the opinion of the Company that the performance of the contract is not satisfactory.

**Initially the contract shall be awarded for a period of 03 (three) month and after observing the performance of the progress of work, if found satisfactory the contract shall be extended for the balance period of 09 (nine) months.**

7.01 It is hereby agreed that if the Company gives one month notice to extend the contract for a further period of 12 months from expiry of the period, the contractor shall be bound to continue to do the work and to render services at the same rates, terms and conditions contained herein during such extended period. It is further agreed that the Company may at its sole discretion to forfeit the Security Deposit on refusal / failure of the contractor to work as provided herein above.

## **8.0 EARNEST MONEY DEPOSIT:**

8.1 Tenderer should make a deposit of ` 5000 by way of Demand Draft towards the Earnest Money.

The Demand Draft should be in favour of Brahmaputra Valley Fertilizer Corporation Ltd. Payable at Namrup / Guwahati.

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.

8.2 No interest will be payable on the Earnest Money Deposit.

8.3 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 / No 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 @ 10% on work value 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. 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 at entire 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 / No Demand Certificate from the contractor the Security Deposit will be returned to contractor on presentation of "NO DEMAND" Certificate from the Office-in charge, BVFCL, Namrup.

## **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:
- a) Terminate the contract, and
  - b) 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 E.M.D/ S.D. and from pending bills if so required.

## **11. PROHIBITION OF SUBLETTING THE CONTRACT :**

The contractor shall prohibit of subletting 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. 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 fully 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 any thing 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.

- 12.1 The contractor shall make necessary arrangement for safe custody and security of their materials. Any pilferage / theft of the material will be to the contractor's account
- 12.2 The contractor shall be solely responsible for safe custody of BVFCL's Land & premises or any other property given on rental / License basis. In case of any loss / damages is found, the same shall be recovered from the contractor. In addition to the above, the Company shall reserve the right to institute any Criminal or Civil proceedings in appropriate cases.
- 12.3 BVFCL being a Govt Company, is responsible for making payment of Service Tax to the concerned Authorities. Therefore, the rates quoted by the contractor should be exclusive of Service Tax.

## **13. CONTRACTOR TO COMPLY WITH ALL THE LAWS:**

The contractor shall be responsible to secure compliance with all Central and State Govt.'s laws as well as the rules & regulations / bye- laws of the local Authorities and statutory bodies as may be enforced from time to time.

## **14. CONTRACTOR TO EXECUTE AGREEMENT:**

The successful tenderer shall be required to execute an agreement in the prescribed proforma with the Company within 07 (Seven) days from the receipt of acceptance letter 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 tenderers shall form part of the contract.

## **15. COMPANY IS NOT RESPONSIBLE FOR CONTRACTOR'S EMPLOYEES:**

The contractor may deploy such number of Employees as he may think fit for due discharge of contract and the persons so deployed 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 and merely instruction is issued to him by concerned officials of BVFCL for due discharge of the contract. Further, the contractor shall remove his any unsuitable / disturbing Employee if found so as per the instruction of BVFCL.

## **16. CONTRACTOR TO BE LIABLE FOR ALL TAXES:**

The rates shall include all taxes, toll, fees, levies etc, but exclude of Service Tax. 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 Security Deposit. It will be the responsibility of the Company to pay the Service Tax if any.

## 17. TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :

If the Contractor :

- 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) Abandon the contract, or
- v) Persistently disregard the instructions of the BVFCL's representatives or contravene any provision of the contract, or
- vi) Fail to adhere to the agreed terms and conditions of the contract, or
- vii) 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 said clauses.
- viii) 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, 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 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 deployment 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 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.

**18 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 “**ICADR Arbitration Rules,1996**” 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.

**19 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 / subdivision thereof or because of any act of God.

**20. Tenderer to Quote the rates of unit in figure and words:**

The tender should quote the rates in figure & in words for each item. Special care should be taken that the percentage / the rates are always written in both figure and words in a way that interpolation is not possible. The word “ Rs.” should always be put before and the only at the end of the word or figure. For Example Rs. 250/- only (Rupees Two hundred fifty only). Erasures or overwriting of any kind in the tender may render subject to out/right rejection where necessary the original figure and words should be scored out and corrected figure and words written and correction attested by the tenderer.

- 21.** Bill for Supply of Cow dung, Jungles / grass / water borne vegetation etc., Monthly bills to be raised with Certification of receipt of materials from the Authorized Project Incharge of BVFCL and all efforts will be made for making the payment within 30 days of receipt of bills as per the rule of the Corporation. However if in any case payment is delayed beyond 30 days then also no interest is payable to the party. Party will have to produce any Govt. notification, in case of exemption of taxes in Supplying of said raw materials.

**22. 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.

(Signature of tenderers with seal)

**IN PART-B:- Schedule of rates / Abstract of cost ( Schedule-II )**  
**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED,**  
**MARKETING DIVISION : NAMRUP**

To  
The General Manager (Mktg & HR)  
Marketing Division  
Brahmaputra Valley Fertilizer Corporation Ltd.,  
Namrup, P.O. Parbatpur,  
Dist. Dibrugarh (Assam),  
**Pin-786623**

Dear Sir,

In response to your NIT / Communication No.....dated....., I / We  
M/s.....quote our rates for supply of Cow dung,  
Water borne Vegetation / Jungles / Grass etc. as under along with our undertaking.

(Signature of Tenderer with Stamp)

**RATE QUOTATION FOR: SUPPLY OF COW DUNG, WATER BORNE VEGETATION /  
JUNGLE / GRASS (BIO-MASS), CARRYING & FILLING IN THE VERMI-PITS OF THE  
ORGANIC MANURE PROJECT LOCATED AT OLD BVFCL HOSTEL BUILDING-II SECTOR F.**

S N	Description of item & Nature of jobs	Unit	Approx Qty	Quoted Rates		Amounts`
				in Figures	in Words	
1	Supplying of Cow dung from different areas of BVFCL township and outside the periphery of BVFCL township including cost of materials i.e. Cowdung, loading, carrying, unloading and filling directly into the vermi-pits located at sector- F old BVFCL hostel building as per direction of site in-charge (No extra payment shall be made). Measurement shall be made on truck basis.	Cum	210			
2	Supplying of Jungles / Grass / weeds from different areas of BVFCL Factory & BVFCL township including the cost of materials (Jungles/Grasses /Weeds), chopping, loading, carrying, unloading & filling directly into the Vermi-pits located at sector- F old BVFCL Hostel building as per direction of site in-charge. (No extra payment shall be made for the material i.e. Jungles / Grasses / Weeds, chopping, loading, carrying, unloading & filling into the Vermi-pits)	Qntl	800			

**Note- 01 Cubic meter Cowdung = 35.31 Cubic Feet.**