

ब्रह्मपुत्र वैली फर्टिलाइजर कॉरपोरेशन लिमिटेड



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

MARKETING DIVISION

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

Fax: +91374 2500533, CIN No. U24123AS2002GOI006786

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

Please reply to:
General Manager (Mktg & HR)
BVFC, Namrup
P.O. Parbatpur – 786 623
Dist. Dibrugarh (Assam), India
GST No: 18AABCB9399R1ZK

NOTICE INVITING TENDER

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP (ASSAM)

INVITES **ONLINE BIDS** in two bid system through www.mstcecommerce.com, our service provider **M/s MSTC** from suppliers/contractors to 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 one year. However the contract period is extendable for one more year on satisfactory completion of the supply contract during the first year.

The brief of the NIT is hereunder:

1. NIT NO : Ref. No.: BVFCL/MKTG/NIT/ VERMI/ 21-22/01
2. DATE OF ISSUE : **12-08-2021**
3. TYPE OF BID : TWO STAGE
4. BID OPENING : 02-09-2021 at 03:30 PM

S N	Description of items & Nature of jobs	Unit	Projected Quantity
1	Supply of Cowdung 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).	CuMtr	552
2	Supply of Jungles/Grasses(Biomass) including the cost of materials(i.e.Jungles/Grasses chopping, 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 for the material i.e. Jungles/ Grasses / Weeds, chopping, loading, carrying, unloading & filling into the Vermi-pits).	Quintals	2080

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

1. Type of Bid: Two Stages: ONLINE
2. The quotation should be submitted online and the rates should be quoted inclusive of all applicable taxes & duties etc. except GST as applicable
3. The Techno-Commercial bids will be opened online on stipulated date and time. The Techno-Commercial Bids will be scrutinized in details in respect of NIT requirements. Price bids of techno commercially qualified bidders shall be opened only. The bidders need to participate in e-reverse auction OR negotiation subsequently.

4. Delivery: Phase delivery covering normal requirement of the raw materials as per instruction of site in-charge.
5. Please confirm your acceptance for the payment term i.e. within 30 days of receipt of bills. After completion of 60% jobs, as a running bill the party has to produce only 40% out of 60% supply of raw material (i.e. both Cowdung & Biomass).
6. The bids deviating the price basis or any conditional price /rates and payment term as mentioned above shall not merit consideration.

7. ELIGIBILITY CRITERIA:

- A. Valid Labour License for Engagement of labour.
 - B. Valid PF Registration No.
 - C. Statutory requirement such as PAN, GST etc wherever applicable.
 - D. Present financial resourcefulness certificate from any nationalized/scheduled Bank clearly indicating the A/C No.
 - E. The tenderers must furnish a notarized affidavit that sufficient numbers of trucks & raw materials will be supplied as per requirement as and when needed.
 - F. Confirmation of furnishing Tender Documents cost of Rs 500.00 by way of Demand Draft down loaded from www.mstcecommerce.com while submitting the same otherwise the same shall not be considered.
 - G. Confirmation of furnishing Earnest Money (Rs 5000/-) to be deposited along with the duly filled Tender documents.
 - H. Confirmation of furnishing Security Deposit cum Performance Bank Guarantee @ 3% of the order value valid for the entire guarantee period within seven days of receipt of offer letter as indicated in the NIT.
 - I. Please also confirm the acceptance of all the terms and conditions of succeeding pages of the NIT.
 - J. Tenderer should not be de-listed/blacklisted in any other public Sector/Govt. department.
 - K. **The tenderers are required to deposit the cost of Tender documents (Rs 500) & EMD through RTGS/NEFT (A/c No-30397754394, IFSC-SBIN 0000223, Branch-SBI, Namrup) through any Nationalized bank in favour of Brahmaputra Valley Fertilizer Corporation Limited only. The scanned copy of RTGS/NEFT are to be submitted along with the NSIC Certificate under "Single Point" registration scheme in lieu of cost of Tender documents (Rs 500) wherever applicable.**
 - L. **The tenderer having MSME certificate/ registration are hereby asked to furnish Bid Security/ EMD declaration with sign, seal as per Annexure-III in lieu of EMD.**
8. BVFCL is committed to a corruption free work environment. "All the above purchases, services and commitments of BVFCL will be honored without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of the responsible to inform the matter to vigilance office, BVFCL, Namrup, P. O. Parbatpur, Dist. Dibrugarh, Assam PIN; 786623. (Tel no: 0374-2507092/0374-2507167).

Please note that the NIT will be floated through e-procurement service provider. The bidders intending to participate in the above NIT has to make Payment of Transaction fees of Rs 1180 (Rupees one thousand eighty) only through the service provider portal. email (pchitranjan@mstcindia.co.in and rrkhalkho@mstcindia.co.in) the receipt of Transaction Fee payment along with Tender Event No from their registered email ID.”

For any information regarding NIT, you may contact to:

sroy@mstcindia.co.in

M.No of Subhajit Roy-7501524754

Yours faithfully,

FOR & ON BEHALF OF BVFCL

(A.K. Singh)
Chief Manager (Mktg)

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

Tenderer must have sufficient experience in similar nature jobs like supply of Cow dung, Jungle / Grass / Weeds & carriage / transporting of said raw materials.

- 1.1. Preference will be given to tenderer who are having own Cattle Rearing Farm and Trucks.
- 1.2. General Terms and conditions of contract, schedule-I will be part of contract & agreement.
- 1.3. General Terms and conditions of contract should be duly signed by tenderers or their Authorized representative. No conditional offers shall be entertained.
- 1.4. 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.
- 1.5. Rates should be quoted inclusive of all applicable taxes & duties etc. except GST as applicable.
- 1.6. 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.
- 1.7. BVFCL reserves the right to accept or reject any or all tenders in full or in part without assigning any reason thereof.
- 1.8. 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.

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 online 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 Vermi Compost.
- 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 raw material supply to be started immediately as per the instruction of site in-charge.

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.

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.

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, the contract may be extended for another one year. 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.

- 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 Rs 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 @ 3% 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 GST to the concerned Authorities. Therefore, the rates quoted by the contractor should be exclusive of GST.

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 GST. 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 GST 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. 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.

21. 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.

Annexure III
BID SECURITY DECLARATION

I, -----Son /Daughter of Shri -----

Proprietor/Partner/CEO/MD/Director/ Authorized Signatory of M/s. -----
-----am competent to sign this declaration
and accepting "**BID SECURITY DECLARATION**" In lieu of Bid Security.

I/ we/ am are well aware of the fact that withdrawing or modifying our bids
during the period of validity etc, would lead to suspension of our tender for
the time specified in the tender documents as per the office memorandum
dated 12.11.2020 of Rule 170 of General Financial Rules (GFRs) 2017.

I have carefully read and understood all the terms and conditions of the
tender and hereby convey my acceptance of the same.

Signature of the Authorized Person

Date: -----

Full Name : -----

Place: -----

Company Seal : -----

(Signature of tenderers with seal)