

**Brahmaputra Valley Fertilizer Corporation Limited
Namrup**



Tender Documents for Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts) at Brahmaputra Valley Fertilizer Corporation Limited (BVFCL)

1. Tender Particulars

a.	Tender Enquiry No. & Date	BVFCL/MS/Networking/238 Date: 23/02/2017
b.	Requirement	Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts).
c.	Earnest Money Deposit	₹. 12,100/- (Rupees Twelve Thousand & One Hundred Only) <i>in favour of "Brahmaputra Valley Fertilizer Corporation Limited" payable at "Namrup"</i>
d.	Type of bid	Single Stage
e.	Security Deposit	10% of the total contract value to be released after successful completion of the contract
f.	Validity of Contract	1 Year
g.	Tender Closing date	23/03/2017 03:00 pm
h.	Tender Opening date	23/03/2017 03:30 pm
i.	Validity of Bid	90 days from the date of tender opening
j.	Tender to be addressed to	Sr. Systems Officer Computer Department, Administrative Building, Brahmaputra Valley Fertilizer Corporation Limited, Namrup P.O.-Parbatpur, Dist. – Dibrugarh , Assam PIN 786 623 Email: info@bvfc.co.in Phone: 0374-2500652

2. Enclosures

- Instructions to Bidders (**Annexure-A**)
- Technical & Commercial Terms including Scope of work, Special requirements & other terms & conditions (**Annexure-B**)
- Schedule of Rates (**Annexure-C**)
- Declaration Form (**Annexure-D**)
- Undertaking (**Annexure-E**)
- Format for Agreement (**Annexure-F**)
- Format for Bank Guarantee (**Annexure-G**)
- Bidders Information (**Annexure-H**)
- Declaration for Acceptance of Tender Terms and Conditions (**Annexure-I**)
- Declaration regarding Clean Track by Bidder (**Annexure-J**)
- Client Details (**Annexure-K**)

Instructions to Bidders

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, Bidder shall ensure the completeness of the information/ documents as detailed in the tender document.
5. Bidder must sign all papers of their bid. Bidders should quote for all the items given in Schedule of Rate. Tenders shall be submitted in sealed covers.
6. Cover should bear the following information:
 - i. Inscribe on the cover "Tender for Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts)"
 - ii. Tender Enquiry Number
 - iii. Tender Closing date & time
 - iv. Tender Opening date & time
 - v. Name & Address of Bidder
7. Any clarifications on procedure, tender specification both technical and commercial can be had from Sr. Systems Officer 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 & Bidders in their own interest shall take all steps that are necessary for them to participate in tender well in time.
8. All information sought by BVFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of Bidder 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.

Annexure B:

About BVFCL

Brahmaputra Valley Fertilizer Corporation Limited, Namrup is located in the district of Dibrugarh in the state of Assam situated in the North Eastern part of the country. The nearest railway station is NAMRUP, which is 5Km. away from the factory. The nearest Airport is DIBRUGARH, 75 Km away from Namrup. Namrup is well connected by roadways / railways with all parts of the country.

BVFC Limited, Namrup manufactures urea @ 900 MT per day in Namrup-III urea Plant & 400 MT per day in Namrup-II urea Plant operating on round the clock basis in regular shifts.

The main offices of BVFCL are connected via Optical Fibre Cable. Networking inside the building is done using CAT 6 UTP cable. The connections are very old and hence require stepwise renovation/ replacement.

SCOPE OF WORK:

The scope of work shall be Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts). The selected party has to supply, erection & commission the items as per the following table as per the requirement of BVFCL. The job involves and not limited to the following:

- i) Inspecting the present network of BVFCL,
- ii) Inspecting the fresh locations, where the LAN points will be extended as per the requirement,
- iii) Identification of the LAN points/ cables which require replacement.
- iv) Supply, installation & commissioning of the following items as per our requirement:

Sl. No.	Item Description (Supply)	Unit
1	CAT6 UTP Cable roll with 305 m length	No.
2	Conduit Pipe - 2.54cm(1.0 inch)	Meter
3	Single Information Outlet with SMB with shutter facility	No.
4	RJ-45	No.
5	CAT 6UTP Patch Cord- 3 meter	No.
6	24 Port CAT6 UTP Jack Panel with Cable Manager	No.
7	6 Core MM 50/125um double sheath ,CSTA, Unitube, Outdoor Cable	Meter
8	SC-LC Duplex Fiber Patch Cord MM-OM2-50/125um-3m	No.
9	OFC Joint Box	No.
10	Wall Mount LIU 6 Port	No.
11	Rack Mount LIU 6 Port	No.
12	Pig Tail Multimode 1 M	No.
13	HDP Pipe 1 M	Meter
14	SC (MM) coupler	No.

Sl. No.	Item Description (Installation)	Unit
1	Laying of UTP Cable	Meter
2	Laying of Conduit Pipe	Meter
3	Fixing of Information outlet	No.

4	Fixing of 24 Port UTP CAT6 Jack Panel	No.
5	Digging of Soft Soil (3 ft Deep)	Feet
6	Digging of Hard Soil (3 ft Deep)	Feet
7	Fiber Splicing Connectorisation	No.
8	LIU Fixing	No.
9	Fibre Laying	Meter
10	Laying of HDP Pipe	Meter

These are liable for inspection / approval by BVFCL at various stages. Due to technological advancements, any items better than the above may be quoted separately.

Application Assurance and warranty:

Bidder shall provide a minimum 3 years industry standards compliance warranty from the date of successful implementation, testing and commissioning of the cabling system.

The 3 year product warranty shall cover product manufacturing defects for all Passive Structured Cabling System Components.

BVFCL's Scope of Work:

- BVFCL will provide all assistance required in installation and commissioning. The work site will be made available.
- BVFCL shall provide all facilities required for the job like facilities for electrical supply.
- Food and accommodation for persons staying in Namrup shall be arranged in BVFCL Guest House on chargeable basis, if available.

Eligibility Criteria:

- The bidder should be an Indian Registered Firm with an average minimum annual turnover of Rs. 10 Lakhs from similar Networking (LAN or WAN) business for any two of the last three accounting years between 2013-2016. Bidder should submit audited Balance Sheet & Profit Loss Statement from the year 2013-2016.
- The bidder should have sufficient experience of execution of LAN Connectivity jobs worth minimum Rs. 4 lakhs in a single contract or two contracts of Rs. 2 lakhs each or above with minimum three years work execution experience during any of last five years. (Details of experiences, work order copies, experience certificates etc. are to be attached).
- Firms should have valid Service Tax and PF registration Certificate and Valid TIN Number eligible to apply.
- The bidder shall not have been black listed by any State or Central Government in India or abroad & they should submit a written undertaking for the same in the format as Annexure – J.
- All the above eligibility conditions are mandatory.

Payment Terms:

- Payment will be made on actual supply of materials and actual job completed as per the requirement of BVFCL.
- 100% of payment will be made after successful completion of all the jobs including commissioning
- No running bills will be permitted.
- The bank demand draft charges will be to the party's account in case of payment is desired by demand draft.

- e. Bidders may indicate their account number and bank details in case of online payment.
- f. No advance payment is admissible.
- g. The items dismantled at the work shall be returned to our Departmental store and to be recorded at the register available at site.

Period of Contract:

The contract shall be valid for a period of 1 (One) year from the date of execution of the agreement with the Tendering Authority.

Time schedule for completion of work:

Whenever required, the successful bidder will be intimated via email/ phone to do the job along with the time frame to complete the job. The time frame depends upon the nature of the job. The party must start the job within 48 hours (excluding Sunday & public holiday) and complete the job successfully within the time schedule. Since the progress of the work is critically related to the supply of material by the contractor, he will have to supply materials on a progressive basis, so that the work can be completed within the time frame. It would be clearly borne in mind that the works which are not dependent upon the receipt of material duly inspected by BVFCL or on own share of works, are to be progressed and completed by the contractor well before the final date of completion to avoid accumulation of works towards the fag end. If for any unforeseen reason, the work is delayed on BVFCL account, then suitable extension to the completion period shall be granted without liquidated damages.

The Tenderer shall employ sufficient technical, non-technical manpower and labour to complete the work within specified time to the entire satisfaction of engineer in-charge.

Cable laying work will be generally done according to the details of Cable Plan and instructions issued by Engineer, in- charge of work. The specific approval of the Engineer (BVFCL) will be required for such dispensation.

Penalty for Delay:

If the job is not completed by the stipulated time frame, then 1% of the Work Order value (subject to a maximum of 10%) shall be deducted for each day delay starting from the last day of the scheduled time frame.

Proforma for Quotation:

No separate tender paper will be issued for this purpose. However the contractor is to submit their offer strictly as per the following proforma.

- a. Brief Company Profile
- b. Contact details with phone No. and e-mail id:
- c. Photocopies of credentials in support of successful execution of similar jobs in recent past.
- d. Bidder's Scope of Work
- e. BVFCL's Scope of Work
- f. Time Schedule for completion of the job
- g. Fees Structure, Service Tax with break up
- h. Declaration for acceptance of all the terms and conditions of the NIT

General Directions, Terms and Conditions:

- a. The work is subject to inspection at all times by BVFCL and the Contractor shall have to carry out the work to the entire satisfaction of BVFCL.

- b. Sub-Contracting of the job will not be allowed without prior permission of BVFCL.
- c. Statutory deduction on account of Income Tax and other taxes shall be made at the prevailing rates, at the time of release of payment to the party. The party needs to submit PAN and Service Tax Registration No.
- d. The party shall quote the Taxes and Duties separately.
- e. The rates quoted will be firm during the entire execution/ completion period and will not be subjected to escalation irrespective of any increase in the market rates of what so ever kind.
- f. Tenders submitted by tenderer who resorts to canvassing will be rejected.
- g. All the pages of the offer are to be signed by the authorized representative of tenderer.
- h. The tenderer shall quote single rate against each item and not multiple rates. Any tender with the multiple rates quoted will be summarily rejected.
- i. While quoting the rates, any type of cutting, overwriting, erasing, using of fluid, pasting of sheets is not allowed. Rates should be quoted in figures and words.
- j. Tenders that do not fulfill any of the conditions laid down in the Tender Documents or are incomplete in any respect may not be considered.
- k. Tenders that contain uncalled for remarks may be rejected.
- l. The company reserves the right to accept the lowest or any other tender in part or in full or award parallel contracts or reject all or any of the tender without assigning any reasons.
- m. The tenderer have to declare whether they are having any relations whether by blood or otherwise with any of the employees of the BVFCL.
- n. The contractor shall at all times indemnify the owner against any claim which may be made under the Workmen Compensation Act or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.
- o. The Contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out of and in course of Contractor's employment.
- p. Wages shall be paid by the Contractor to the workmen regularly and he has to ensure payment of minimum wages fixed by the government from time to time.
- q. The contractor may employ such employees/ labourers as he may think fit and the employees so employed will be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of BVFCL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employee. If under any circumstances whatsoever, BVFCL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payments on that account, the same shall be reimbursed by the contractor to BVFCL.

Force Majeure

The terms and conditions agreed upon by the Bidder shall be subject to Force Majeure. Neither the executing party nor BVFCL shall be considered in default in the performance of its obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or ordinance or order of any Government or any sub-division thereof, or authority or representative of any such Government or because of any act of god. The party so affected shall give a notice of such occurrence to the other party in writing within 10 days from the date of occurrence the force majeure condition, furnishing therewith documentary evidence supporting the invoking of the force majeure. On cessation of force majeure the party invoking force majeure shall inform the other party of the period for which force majeure condition continued and shall also give documentary evidence thereof to this effect. Should one or both parties be prevented from fulfilling their

contractual obligation by a state of force majeure lasting continuously for a period of 30 (Thirty) days, both the parties shall meet and decide about the future course of action for implementation of the project.

Arbitration:

- a. Except otherwise provided in this Contract, all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto, touching the construction, meaning or operation or effect of the Work Order or out of matters related to the Work Order or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred to the Arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996.
- b. The Arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the Rules made there under.
- c. Model clauses of International Centre of Alternate Dispute Resolution (ICADR), New Delhi may be followed for mediation/conciliation/ arbitration.
- d. Both Parties shall continue to fulfill their respective obligations under this Work Order during the arbitration proceedings.
- e. The award of the arbitration shall be final, conclusive and binding on all parties to the contract.
- f. The venue of arbitration shall be New Delhi, India or any other place mutually agreed.

Submission of Offer:

- a. The Bidders is to submit their offer for the entire scope of job with item wise breakup in a sealed envelope super scribing it as "Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts)" and NIT No. with date.
- b. EMD, Photocopies of documentary evidence in support of past experience etc. are to be enclosed.
- c. The bids complete in all respect indicating the value of the work with all break-up as per the scope of work and confirming acceptance of the terms and conditions as stipulated above must reach the office of the office of Sr. Systems Officer, Brahmaputra Valley Fertilizer Corporation Limited, NAMRUP (ASSAM) on or before the specified date & time.
- d. Bids can be submitted by Registered Post / through Courier Service / by hand.
- e. BVFCL will neither accept those bids which reach late nor will it be responsible for that.
- f. The bids will be opened as per the date and time specified above. The Bidders may depute their representative accordingly.

Clarification:

For any clarification regarding the above work, bidders may contact through e-mail: info@bvfcl.co.in

Bhaskarjyoti Bhagowati
Sr. Systems Officer
BVFCL, Namrup

BVFCL is committed to a corruption free work environment. "All the above purchases, services and commitments of BVFCL will be honoured without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of responsible citizen to inform the matter to vigilance office, BVFCL, Namrup, P.O: Parbatpur, Dist: Dibrugarh, Assam PIN: 786623. Email: vigilance@bvfcl.co.in

Annexure C:**Schedule of Rates:**

The bidder has to furnish their rates strictly as per the following tables (Table A and Table B). No deviation shall be allowed.

Table A:

Sl. No.	Item Description (Supply)	No.	Unit	Unit Rate (in Rs.)	Price (in Rs.)
1	CAT6 UTP Cable roll with 305 m length	2	No.	XXXX	XXXX
2	Conduit Pipe - 2.54cm(1.0 inch)	600	Meter	XXXX	XXXX
3	Single Information Outlet with SMB with shutter facility	30	No.	XXXX	XXXX
4	RJ-45	100	No.	XXXX	XXXX
5	CAT 6UTP Patch Cord- 3 meter	30	No.	XXXX	XXXX
6	24 Port CAT6 UTP Jack Panel with Cable Manager	1	No.	XXXX	XXXX
7	6 Core MM 50/125um double sheath ,CSTA, Unitube, Outdoor Cable	500	Meter	XXXX	XXXX
8	SC-LC Duplex Fiber Patch Cord MM-OM2-50/125um-3m	2	No.	XXXX	XXXX
9	OFC Joint Box	6	No.	XXXX	XXXX
10	Wall Mount LIU 6 Port	4	No.	XXXX	XXXX
11	Rack Mount LIU 6 Port	4	No.	XXXX	XXXX
12	Pig Tail Multimode 1 M	20	No.	XXXX	XXXX
13	HDP Pipe 1 M	700	Meter	XXXX	XXXX
14	SC (MM) coupler	20	No.	XXXX	XXXX
Taxes					XXXX
Any Other Charges					XXXX
Sub Total A					XXXX

(Signature of Bidder with SEAL)

Place: _____

Date: _____

Table B:

	Item Description (Installation)	No.	Unit	Unit Rate (in Rs.)	Price (in Rs.)
1	Laying of UTP Cable	600	Meter	XXXX	XXXX
2	Laying of Conduit Pipe	600	Meter	XXXX	XXXX
3	Fixing of Information outlet	30	No.	XXXX	XXXX
4	Fixing of 24 Port UTP CAT6 Jack Panel	4	No.	XXXX	XXXX
5	Digging of Soft Soil (3 ft Deep)	200	Feet	XXXX	XXXX
6	Digging of Hard Soil (3 ft Deep)	700	Feet	XXXX	XXXX
7	Fiber Splicing Connectorisation	50	No.	XXXX	XXXX
8	LIU Fixing	4	No.	XXXX	XXXX
9	Fibre Laying	1000	Meter	XXXX	XXXX
10	Laying of HDP Pipe	1000	Meter	XXXX	XXXX
Taxes					XXXX
Any Other Charges					XXXX
Sub Total B					XXXX

GRAND TOTAL (in Rs.)(Including Taxes)	Sub Total A + Sub Total B	XXXX
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Remarks (if any): _____

Note:

- 1) Only those bids will be considered for evaluation, who complies with the eligibility criteria of the NIT.
- 2) Please quote in the space marked as XXXX., all fields are mandatory.
- 3) No. of items mentioned in the tables are for evaluation purpose only. However payment will be made on actual supply of materials and actual jobs completed as per the requirement of BVFCL as mentioned in the payment terms.
- 4) Bidders must quote their rates on the respective fields of the above tables. No deviations are allowed.
- 5) The evaluation will be based on Grand Total.
- 6) Incomplete bids will be liable for rejection.

(Signature of Bidder with SEAL)

Place: _____

Date: _____

Declaration Form**"Tender for Annual Rate Contract for Maintenance/ Extension of Local Area Network
(Passive Parts)"**

1. Tender to confirm that they have quoted all items as per Annexure 'C'	
2. If a Bidder has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Bidder 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. Bidder 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 Bidder with SEAL)

Place: _____

Date: _____

Undertaking

"Tender for Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts)"

To,

Sr. Systems Officer
Brahmaputra Valley Fertilizer Ltd. , Namrup
P.O. – Parbatpur, Dist. – Dibrugarh
ASSAM, PIN - 786623

Ref. No:

dated

Subject: "Tender for Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts)".

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 "**Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts)**" 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 Bidder with SEAL)

Address:_____

AGREEMENT

Agreement for **Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts)**
at 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. _____ dated _____, 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 **Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts)**, 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 contact 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), whichever 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 to 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

Signature

Witness

Name (s) & Designation (s)

Name And address

Bidders Information

Details of the Bidder		
1	Name of the Bidder (Prime)	
2	Address of the Bidder	
3	Status of the Company (Public Ltd/ Pvt. Ltd)	
4	Details of Incorporation of the Company.	Date:
		Ref#
6	Valid Sales tax registration no.	
7	Valid Service tax registration no.	
8	Permanent Account Number (PAN)	
9	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10	Telephone No. (with STD Code)	
11	E-Mail of the contact person:	
12	Fax No. (with STD Code)	
13	Website	
Financial Details (as per audited Balance Sheets) (in Cr)		
14	Year	
15	Net worth	
16	Turn Over	
17	PAT	
	Please mention Turnover for 2015-16	

Signature: _____.

Name: _____ - Designation: _____

Date: _____, Place _____

Declaration for Acceptance of Tender Terms and Conditions

To

Sr. Systems Officer

BVFCL, Namrup,

PO - Parbatpur. Pin: – 786623

Dist - Dibrugarh., Assam.

Sir,

Subject: Tender No. _____ for “Tender for Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts)”.

I have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I declare that all the provisions of this tender are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Declaration regarding Clean Track by Bidder Declaration for Clean Track Record (On Company/firm's Letterhead)

To

Sr. Systems Officer

BVFCL, Namrup,

PO - Parbatpur. Pin: – 786623

Dist - Dibrugarh., Assam.

Sir,

Subject: Tender No. _____ dated _____ for "Tender for Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts)".

I have carefully gone through the Terms and Conditions contained in the above referred Tender. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I declare the following

Sl. No.	Name of the Government / Semi Government/ PSU organizations/ Institutions from which the company was Black listed/debarred/ On Holiday List	Case is Pending/ Settled	Reason	Since when and for how long

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Client Details

Subject: Tender No. _____ dated _____ for "Tender for Annual Rate Contract for Maintenance/ Extension of Local Area Network (Passive Parts)".

Details the client details wherever available:

S. No.	Name of Organization	Period of Contract

Signature: _____.

Name: _____ - Designation: _____

Date: _____, Place _____

END OF THE DOCUMENT