

**Brahmaputra Valley Fertilizer Corporation Limited
Namrup**



**Tender Documents for Supply, Installation & Commissioning of Internet Leased
Line Connectivity at BVFCL.**

1. Tender Particulars

a.	Tender Enquiry No. & Date	BVFCL/MS/ILL/141 Date: 05/08/2016
b.	Class of Tender	LIMITED; i.e. enquiry will be sent to limited nos. of ISPs as per the list in Annexure A.
c.	Requirement	Supply, Installation & Commissioning of Internet Leased Line Connectivity at BVFCL.
d.	Earnest Money Deposit	Rs. 3100/- (Rupees Three Thousand One Hundred Only) In favour of "Brahmaputra Valley Fertilizer Corporation Limited" payable at "Namrup"
e.	Type of bid	Single Stage
f.	Security Deposit	10% of the total contract value to be released after successful completion of the contract
g.	Validity of Contract	3 years, may be extended for another one year if the service found satisfactory.
h.	Tender Closing date	05/09/2016 at 2:30 PM
i.	Tender Opening date	05/09/2016 at 3:30 PM
j.	Validity of Bid	180 days.
k.	Tender to be addressed to	Actg. GM (Services) Computer Department, Administrative Building, Brahmaputra Valley Fertilizer Corporation Limited, Namrup P.O.-Parbatpur, Dist. – Dibrugarh , Assam PIN 786 623 Email: mkjha@bvfc.co.in Phone: 0374-2500652

2. Enclosures

List of parties to whom RFQ will be sent (**Annexure-A**)

Instructions to Bidders (**Annexure-A1**)

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**)

Annexure –A

List of parties to whom RFQ will be sent:

1) Bharti Airtel Limited, GP Tronics Building, Y17,
Block EP, Sector - V, Salt Lake Electronics
Complex, Kolkata – 700091, Phone: 09163019676

2) Reliance Communications
34 Chowringhee Road,
Kolkata-700071
Phone: 033-30900377

3) Idea Cellular Ltd.
Corporate office
5th Floor, Windsor
CST Road, Kalina
Santa Cruz (E)
Mumbai 400 098
Phone: +91-22-6682 0000

4) Aircel Business Solutions
5th Floor, Building No. 10A
DLF Cyber City, DLF Phase II
Gurgaon-122002, Haryana
Phone: +91 124-7944800, +91 124-4765400
Fax: + 91 124 2350313

5) Sify Technologies Limited
II Floor, TIDEL Park,
No.4, Canal Bank Road,
Taramani Chennai - 600 113, India.
Phone:+91 44 2254 0770-77
Fax: +91 44 2254 0771

6) Vodafone South Limited,
Enterprise Solution Manager,
Red Den, NH- 37, Garchuk, Katabari,
Guwahati- 781035
Phone: 9706818606

Annexure –A1

Instructions to Bidders

1. Bids must be submitted on or before the tender closing time & date.
2. Request for extension of time for submission of tender shall not be entertained.
3. 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.
4. Bidder must sign all papers of their bid.
5. Bidder has to send the Demand Draft for EMD to the undersigned.
Actg GM (Services)
Computer Department, Administrative Building,
Brahmaputra Valley Fertilizer Corporation Limited, Namrup
P.O.-Parbatpur, Dist. – Dibrugarh , Assam
PIN 786 623
Email: mkjha@bvfc.co.in
Phone: 0374-2500652
6. Any clarifications on procedure, tender specification both technical and commercial can be had from ACTG GM (SERVICES) at any time before tender closing date and time either personally or by E-Mail at least 7 days prior to closing date of the Tender. Bidders in their own interest shall take all steps that are necessary for them to participate in tender well in time.
7. Bids will be opened on stipulated date and 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.

Scope of Work:

The scope of work is to Supply, Installation & Commissioning of Internet Leased Line Connectivity including necessary hardware at BVFCL as per the following details:

- 1) 1:1 Symmetric 2 Mbps Internet Leased Line with connection at Computer Department, BVFCL. This includes supply & installation of necessary equipment, laying of cable up-to Ethernet Port with BVFCL's existing Local Area Network. All necessary clearances shall be the sole responsibility of vendor. Vendors are advised to visit BVFCL's Computer Department to see the existing setup before submission their offer.
- 2) Vendor will supply and install the necessary hardware (including router) and software for implementation & commissioning of the Internet connectivity.
- 3) Vendor shall provide 3 live IP address.
- 4) Vendor shall configure the new IP addresses and gateways on the router.
- 5) Building Permissions, entry pass to the location for delivery of Internet Leased Line, Hardware/Software and last mile to be managed by the vendor. BVFCL will not pay any charges for the same.

Current Internet Connectivity at BVFCL

Presently BVFCL has well setup of internet leased line connection taken from BSNL. The speed of this connection is 8 Mbps (1:2). The new connection in the scope of work **must not** be dependent on this existing connection nor on the existing service provider BSNL.

Other Conditions:

- 1) Cost of Tender Document: Free.
- 2) Non-transferable: The tender document is not transferable.
- 3) Rejection of Bid: BVFCL, Namrup reserves the right to accept / reject any or all or part of the bids received on the due date without assigning any reason whatsoever.
- 4) Language of bid: The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Tendering Authority shall be in English language only.

Responsibilities:

A. Responsibilities of the Service Provider:

- i. Completion of the work as mentioned in the Scope of the work.
- ii. Shall arrange in all the required Hardware and Software including all kinds of consumables and manpower required for executing the contract awarded at their cost.
- iii. Shall be responsible for any other thing that is required for executing the contract awarded to the Service Provider except that shall be provided by BVFCL as stated in this tender document
- iv. Shall provide necessary training to the staff of BVFCL

B. Responsibilities of BVFCL:

- a. Provide all necessary facility like electrical supply.
- b. Food and accommodation for persons staying in Namrup shall be arranged in BVFCL Guest

House on chargeable basis, if available.

Type of BID:

Tenders shall be submitted in '**Single-Stage Bid**' system as specified below:-

- i. EMD of Rs. 3100/- (Rupees Three Thousand One Hundred Only) In favour of "Brahmaputra Valley Fertilizer Corporation Limited" payable at "Namrup".
- ii. One set of complete tender documents including all the annexure duly signed and stamped on each page as a token of acceptance of all terms & conditions mentioned therein.
- iii. Details of experience in similar job as per the eligibility conditions.
- iv. Item wise Prices as per format of schedule for rates given at Annexure-C. All rates should be firm and inclusive of all current taxes, duties and statutory levies. The break-up of all applicable taxes duties and statutory levies have to be clearly indicated in price bid. Any deviation will liable for summarily rejection of the tender.
- v. PAN & Service Tax No. and copies of the same.
- vi. Detailed documents covering general factors, security features, process to cover the scope of supply, time required for customization of system as per BVFCL's requirements and any other relevant technical details.
- vii. Any other required documents as spelt out in the tender documents.

If required by BVFCL, the Bidder shall send their authorized & competent representative to take part in the discussions on the Technical & Commercial Terms as & when called for. During the discussions, the representative should be able to take immediate decision on all the matters pertaining to the bid. The representative of the Bidder must submit the authorization letter for taking part in the discussions.

BVFCL reserves the rights to accept or reject any bid in whole or in part accept other than lowest bid without assigning any reason thereof.

BVFCL may not consider any bid, which is incomplete or not submitted in accordance with the provisions, set forth in the bid documents as incomplete and may reject the same or waive any deficiencies in any or all the bids.

Terms & Conditions:-

Contract Period

The contract between BVFCL and vendor shall be valid for a period of three years from the date of successful implementation of the Internet connectivity. The same may be renewed annually for further period of one year on same terms & conditions/rates, if the services provided are satisfactory.

Implementation Period

The complete implementation will be done within one month from the date of work order. If the implementation & commissioning of internet services is not completed by one month, the order will be cancelled and all the payments terms from BVFCL, shall stand abrogated.

Service & Support

Vendor shall provide 24 x 7x 365 service, 99.5% uptime on a 24 x 7 x 365 basis from BVFCL terminal Point to ISP location.

In case the down time is more than the specified limit, BVFCL at its sole discretion, reserves the right to deduct Liquidity Damages amount monetarily in proportion of excess of down-time accumulated to its total time over to quarterly access charges at the end of a quarter. The counting of down time will begin from the moment the link goes down till revival of connection. The amount will be

deducted from the next bill or from the security deposit.

Maintenance

Complete maintenance of the Internet services up to BVFCL premises (Ethernet port of central switch) shall be sole responsibility of the vendor.

Warranty:-

The hardware supplied by the service provider will be under on site comprehensive warranty for period of contract.

Payment Terms

The Internet Access charges shall be payable quarterly in advance. The amount against the down time will be deducted from the next bill or from the security deposit.

100% payment for hardware and one time fixed charges if any after successful installation and commissioning of the Internet Leased line/RF LINK.

Upgradation and Price Reduction:-

Any up gradation in technology shall be made available to BVFCL without any additional cost.

If there is any trend of reduction in lease bandwidth charges in India as per TRAI guidelines/Government notification, proportionate reduction in rental charges shall be done for BVFCL by the vendor.

Service Requirement:-

All the hardware and software required for implementation of services shall be sole responsibility of the bidder.

Service Level Agreement:-

Vendor shall sign a service level agreement with BVFCL ensuring the link availability and throughputs including the last mile at BVFCL.

Merger & Acquisitions:-

In case of mergers and acquisitions of Bidder Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

Earnest Money Deposit:

- a. Bid/offer must be accompanied by Earnest Money Deposit of Rs. 3100/- (Rupees Three Thousand One Hundred Only) in the form of a Crossed Demand Draft or Bank Challan (the format for bank challan is available on our website <http://www.bvfcl.com>) in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED Namrup drawn on State Bank of India, Namrup. D.D. payable at locations other than Namrup will not be accepted.
- b. ANY TENDER SUBMITTED WITHOUT EARNEST MONEY DEPOSIT WILL BE SUMMARILY REJECTED, WITHOUT ANY FURTHER REFERENCE.
- c. Earnest Money will be forfeited at the sole discretion of BVFCL, in case the Bidder after intimation from BVFCL of the acceptance of his bid, either wholly or in part, refuses to accept the Work Order or changes any of the terms & conditions of the bid or changes the rates and/or terms and conditions of the bid.
- d. Earnest Money deposited by unsuccessful Bidders shall be refunded immediately after finalization of the contract.
- e. Earnest Money deposited by the successful bidder will be converted as Security Deposit. The shortfall shall be deposited either by bank demand draft or in the form of

- Performance Bank Guarantee.
- f. Earnest Money Deposit will not bear any interest.

Security Deposit:

- a. Security Deposit @10% of the Work Order value is to be paid by successful Bidder for proper and timely fulfillment of the contract
- b. The successful Bidder will deposit Security Deposit in the form of Bank Demand Draft or Performance Bank Guarantee as per specified proforma (to be enclosed with Work Order) from any one of the scheduled nationalized banks.
- c. The same should reach BVFCL within a period of one month from the date of issue of Work Order.
- d. Earnest Money Deposited will be refunded to the successful bidder provided the Security Deposit cum Performance Bank Guarantee for 10% of the Work Order value is submitted.
- e. The Security Deposit is to be valid for a claim period of six months beyond the validity of the Work Order. If the validity of the Work Order terms and conditions are extended, then the validity of the Security Deposit is also to be extended by the successful Bidder accordingly, otherwise the SD-cum-PBG will be invoked.
- f. The Security Deposit will not bear any interest.

Completion Time:

Time is the essence of this contract and time schedule shall be strictly adhered to. The entire work as per the Contract will have to be completed within 60 days from the Date of issue of acceptance letter. The party will be responsible for progress of work on progressive basis from the date of issue of acceptance letter.

Penalty for Delay:

If the job is not completed by the stipulated time frame of 60 Days then 1% of the Work Order value (subject to a maximum of 10%) shall be deducted for each day delay starting from the 61st day.

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 "Supply, Installation & Commissioning of Internet Leased Line Connectivity at BVFCL" 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 ACTG GM (SERVICES), 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.

M.K. Jha
ACTG GM (SERVICES)
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. (Tel No. 0374-2507092/2507167)

Annexure C:

FORM A

Sl. No	Technical Requirement	Conformity as per Technical Requirement (Y/N)
1	Technical Parameters	
	Full 1:1 Symmetric 2 Mbps Bandwidth without any compression factor through OFC Leased Line/RF till Router.	
	The Internet connectivity to be provided through own International gateway having quality bandwidth.	
	The new connection in the scope of work must not be dependent on the existing connection in BVFCL nor on the existing service provider BSNL.	
	The bidder shall provide 3 Nos. of live IP addresses.	
	Vendor shall configure the new IP addresses and gateways on the router.	
	All supplied equipment & SW shall be maintained by vendor, on-site for the entire period of contract. No charges shall be separately payable by BVFCL. The bidder shall include all incidental costs for upkeep of equipment and license fee, if any in their bid.	
2	Service Level Agreement (SLA)	
	The bidder should provide support for trouble shooting on 24 x 7 x 365 basis so that the maximum availability of the internet connectivity is ensured.	
3	Uptime	
	99.5% uptime on a 24 x 7 x 365 basis from BVFCL terminal Point to ISP location.	
	Packet Loss: Maximum packet loss on a monthly basis shall not exceed 2% in 99.5% of instances.	
4	Troubleshooting	
	Bidder shall respond with a solution within one working hour of reporting of a problem and restore satisfactory operation within four working hours.	
	The bidder shall provide following reports on the WEB for reviewing service parameters: i) Actual Bandwidth ii) Summary of usage on monthly basis. iii) Monthly network bandwidth availability. iv) Network latency report etc. v) Network performance monitoring software (web based) shall be made available in BVFCL premises at no extra cost.	

Note: Self Attested Supporting document(s) to be enclosed for above or else bids will be liable to be rejected.

Annexure C:

FORM B

Schedule of Rates:

The bidder has to furnish their rates strictly as per the following table. No deviation shall be allowed.

Commercial Bid:

Requirement: Full 2 Mbps (1:1) Symmetric Bandwidth without any compression factor through OFC Leased Line till Router.

Sl. No.	Description	Rate (in INR)
1	One time Fixed Charges as detailed in Technical requirement including hardware. if any	
2	Annual charges as detailed in Technical requirement	
3	Taxes	
4	Any Other Charges	
Total (in figure):		

Costs should be indicated clearly.

1. The prices indicated by the bidder should be inclusive of all expenses.
2. The service provider must ensure that benefits announced by TRAI from time-to-time are passed on to BVFCL.

(Signature of Bidder with SEAL)

Place: _____

Date: _____

Annexure- D

Declaration Form**"Supply, Installation & Commissioning of Internet Leased Line Connectivity at BVFCL"**

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

(Signature of Bidder with SEAL)

Place: _____

Date: _____

Annexure- E

Undertaking

"Supply, Installation & Commissioning of Internet Leased Line Connectivity at BVFCL"

To,

**Actg GM (Services)
Brahmaputra Valley Fertilizer Ltd. , Namrup
P.O. – Parbatpur, Dist. – Dibrugarh
ASSAM, PIN - 786623**

Ref. No: _____ dated _____

Subject: "Supply, Installation & Commissioning of Internet Leased Line Connectivity at BVFCL".

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 **"Supply, Installation & Commissioning of Internet Leased Line Connectivity at BVFCL"** 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: _____

Annexure -'F'

AGREEMENT

Agreement for **Supply, Installation & Commissioning of Internet Leased Line Connectivity 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 **Supply, Installation & Commissioning of Internet Leased Line Connectivity at BVFCL**, NAMRUP to M/s _____ vide Work Order No. BVFCL/ _____ dated _____ at value and as per terms & conditions of the contract & NIT.

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

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

1. The supplier does hereby covenant with the BVFCL that the Supplier will duly, provide install, test the said work on or before the dates mentioned in the said Tender and all other Acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the successful completion of the said work and in the manner and subject to the terms, conditions or stipulation mentioned in the contract.
2. The Supplier shall execute the work with promptness, care and accuracy in a workman like manner to the satisfaction of BVFCL and complete the same in all respects in accordance with the terms & conditions of the contract.
3. It is agreed between the BVFCL and the Supplier that the time is the 'essence of the contract' and further agreed that the contract will be completed as per terms & conditions of the Contract.
4. All work, executed or during execution, in pursuance of this contract shall at all times be upon to inspection and supervision of the BVFCL. The compliance of observations/improvement as suggested by Inspecting Office of BVFCL shall be mandatory on the part of the contractor.
5. The Supplier shall duly perform the said work in the manner aforesaid and observe the

terms and conditions specified herein the contract. BVFCL shall pay to the Supplier the respective amount due for the works successfully executed by him as per the agreed schedule and such other sum as may become payable to the Supplier under the provisions of the Contract.

6. In consideration of the due provision, execution and completion of the said works, the Supplier does hereby agree to pay to the BVFCL and accept the provisions of the same as may be due to the BVFCL for the services as provided in the agreement.
7. In consideration of the due provision, execution and completion of the said works, the Supplier does hereby agree to pay to the BVFCL and accept the provisions of the same as may be due to the BVFCL for the services, if any, rendered to the supplier and for such other sums as may become payable to the BVFCL towards loss, damage to the equipment, materials, plant and machinery and liquidated damages, if any, as set forth in the said conditions of the contract such payment to be made at such time in such manner as provided in the Agreement.
8. The Supplier shall not assign or transfer the contract, benefits etc. to any other person except with the prior approval of the Owner.
9. **Arbitration**

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

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

.....
(Signature)

Name:

Address:.....

For M/s _____

Name:

Address:.....

For Brahmaputra Valley Fertilizer Corporation Ltd.
Namrup

Name:

Address:.....

ANNEXURE – G

**BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND
PERFORMANCE BOND**

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

1. We, _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from BVFCL stating that there is a breach by the Supplier/Contractor of any of the terms and conditions contained in the Order or by the reasons of the Supplier's/Contractor's failure to comply with the terms and conditions as stipulated in the Order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the Order and as regard to the amount due and payable by the bank under this guarantee notwithstanding any dispute or disputes raised by the said Supplier/Contractor regarding the validity of such breach and we agree to pay the amount so demanded by BVFCL without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
2. We, _____ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Order and that it shall continue to be enforceable till the dues of BVFCL under or by virtue of title said Order have been fully paid and its claim satisfied or discharged or till BVFCL certifies that the terms and conditions of the Order have been fully and properly carried out by the Supplier/ Contractor and accordingly discharge the guarantee.
3. We, the bank, undertake to pay to BVFCL any money so demanded notwithstanding any dispute or disputes raised by the said Supplier /Contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder, and the said Supplier/Contractor shall have no claim against us for making such payment.
4. We the bank further agree' that BVFCL shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and

conditions of the Order or to extend time of performance by the said Supplier/Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the BVFCL against the said Supplier/Contractor and to for bear or enforce any of the terms and conditions relating to the Order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier/Contractor or for any forbearance, act or omission on the part of the BVFCL or any indulgence by the BVFCL to the Supplier/Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. _____ and shall remain in force up to unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry. We shall be discharged from all liabilities under this guarantee thereafter.
6. This guarantee will not be discharged due to change in the constitution in the bank or the said Supplier/Contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to Finance Manager, M/s Brahmaputra Valley Fertilizer Corporation Limited, Namrup, _____.
8. We _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BVFCL in writing.

Signed on the _____ day of _____.

For the Bank

Witness

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

Annexure - H**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 2014-15	

Signature: _____

Name: _____ - Designation: _____

Date: _____, Place _____

Annexure -I

Declaration for Acceptance of Tender Terms and Conditions

To

ACTG GM (SERVICES)

BVFCL, Namrup,

PO - Parbatpur. Pin: – 786623

Dist - Dibrugarh., Assam.

Sir,

**Subject: Tender No. _____ dated _____ for “Supply,
Installation & Commissioning of Internet Leased Line Connectivity at BVFCL”.**

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:

Annexure -J

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

To
ACTG GM (SERVICES)
BVFCL, Namrup,
PO - Parbatpur. Pin: – 786623
Dist - Dibrugarh., Assam.

Sir,

Subject: Tender No. _____ dated _____ for "Supply, Installation & Commissioning of Internet Leased Line Connectivity at BVFCL".

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

No.	Country in which the company is debarred/blacklisted/ pending	Black listed/debarred by Government / Government organizations/ Institutions	Reason	Since 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:

Annexure -K

Client Details

Subject: Tender No. _____ dated _____ for "Supply, Installation & Commissioning of Internet Leased Line Connectivity at BVFCL".

Details the client details wherever available:

S. No.	Name of Organization	Period of Contract

Signature: _____ .

Name: _____ - Designation: _____

Date: _____, Place _____

End of the document