

**Brahmaputra Valley Fertilizer Corporation Limited  
Namrup**



**Tender Documents for Annual Maintenance Contract of Computers & Peripherals at  
Brahmaputra Valley Fertilizer Corporation Limited (BVFCL)**

**1. Tender Particulars**

a.	Tender Enquiry No. & Date	BVFCL/MS/AMC/241 Date: 25/02/2017
b.	Requirement	Annual Maintenance Contract of Computers & Peripherals.
c.	Earnest Money Deposit	₹. 12,500 (Rupees Twelve Thousand & Five Hundred Only) <i>in favour of "Brahmaputra Valley Fertilizer Corporation Limited" payable at "Namrup"</i>
d.	Type of bid	Two 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 which may be extended to further one year on same rates, terms and conditions if the selected party is found satisfactory.
g.	Tender Closing date	06/04/2017, 03:00 pm
h.	Tender Opening date	06/04/2017, 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: <a href="mailto:info@bvfc.co.in">info@bvfc.co.in</a> 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 Maintenance Contract of Computers & Peripherals"
  - 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.

**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 neem coated 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.

There are 04 nos. of servers, 134 nos. of Desktop Computers, 56 nos. Dot Matrix Printers & 08 nos. Laser Printers, located at various departments of BVFCL. These Computers and peripherals have already completed the warranty period and needed proper maintenance for smooth functioning.

**SCOPE OF WORK:**

The scope of work shall be Annual Maintenance Contract of Computers & Peripherals. The vendor must post a Qualified Resident Engineer at BVFCL at their own cost for the AMC job. The configuration along with make and model nos. of the items are as follows. . The number of hardware items may be increased or decreased at the time of contract or even during the period of AMC which may be included or excluded from the list and the location of the equipments may also be changed. The AMC vendor shall include these items under the AMC on being informed by the BVFCL.

SI No	Details	Qty
1	Infinity Server 2.4 Ghz/4 GB RAM/ 500 GB HDD/DAT DRIVE/ HCL 17"TFT Monitor, / HCL Keyboard/ HCL Mouse.	1
2	INFINITY GLOBAL LINE 4700HW2/2* XEON 3.16 , 73GB HS Ultra 320 SCSI HDD/20/40 GB DAT DRIVE, KIT RAID SCSI LS 2C PCI-X 320 FH 128 MB 1 GB DDR2, HCL 17"TFT Monitor, / HCL Keyboard	1
3	HCL Infiniti Global Line 1700 CT/4 GB RAM/ 500 GB HDD/DAT DRIVE/ HCL 18.5"TFT Monitor, / HCL Keyboard/ HCL Mouse.	1
4	HCL xeon server 2700/Xeon Dual core processor @1.86 Ghz/2GB RAM/500 GB HDD/DAT Drive/Keyboard/Mouse/18.5" TFT	1
5	DESKTOP P42.8 GHZ/512 MB RAM/15" CRT MONITOR/ HCL Keyboard/ HCL Mouse	30
6	Infinity PRO BL 1280, Core2 DUO E7500 2.93GHz, 2 GB RAM/ 160GB HDD/ DVD ROM/ HCL 17" LCD/ HCL Keyboard/ HCL Mouse	30
7	HCL Infinity Dual Core E5300 2.6GHz, 1 GB RAM/ 160GB HDD/ DVD ROM/ HCL 15.5" LCD/ HCL Keyboard/ HCL Mouse	50
8	Infinity M A380 Pro Core I3 3.1 GHZ/2 GB Ram/320 GB/HDD/DVD ROM /18.5" TFT/Win 7	24
9	DMP EPSON LQ2090	26
10	DMP Wep LQ 5235	30
11	HP Laserjet P1007 printers	8
	Total	202

1. AMC will include the actual components/assemblies/sub-assemblies of the PC i.e the hard disk, monitor, mouse, keyboard, CD ROM , Teflon parts etc. this will also include connectors/cables/cords required to run the computers
2. The Vendor shall arrange all types of tools and tackles, testing and calibrating equipments, consumables like cleaning agents etc. necessary for undertaking the AMC.
3. The vendor will be required to provide maintenance for operating systems, installation or re-installation of operating systems, installation of application software like MS-Office,

installation and configuration of peripherals like printers, scanners as required by BVFCL from time to time.

4. THE VENDOR will accomplish preventive and breakdown maintenance activities to ensure that the entire hardware performs without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on a quarterly basis.
5. It is expected that the average downtime of an item will be less than half the maximum downtime as mentioned in the above para. In case an item is not usable beyond the stipulated maximum downtime THE VENDOR will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of 4 % of AMC cost (maximum Rs.500.00) per day per item. The amount of penalty will be recovered from THE VENDOR from annual maintenance charges/ deposit given by Vendor and/or by lodging a claim against THE VENDOR, as the case may be. In the event of annual maintenance charges not sufficient to set off the liability of THE VENDOR under this head, BVFCL shall be at liberty to proceed legally against THE VENDOR for recovery of the balance amount as may be advised.
6. Any reported fault would be taken up by the service engineer within one hour. As far as possible the repairs would be carried out on site itself. However in case the equipment is taken to the service centre, the vendor would provide a standby for the same. Also stand-by inventory of computer should be kept in the Computer Department of BVFCL.
7. The Vendor must provide a Qualified Resident Engineer equipped with mobile phone. In case of engineer going on leave, alternate arrangements should be made well in advance and coordinators given prior intimation. However if found incompetent by M/s BVFCL, the resident service engineer shall be changed by the Vendor.
8. These services are covered under regular visit basis inclusive of to and fro travelling charges, boarding charges etc. along with all applicable taxes and duties.
9. Spares required shall be supplied by the Vendor free of charge. Replacement of parts will be at the vendor's cost with original spares of the brand/make/model of the computer or reputed makes with best quality spares. AMC vendor should keep sufficient spares at their office and should provide replacement parts including motherboard, hard disks, DVD-Drives, keyboard, mouse, power supplies, memory, monitors etc. within a reasonable period.
10. Loss of any part in the product on account of negligence attributable to the vendor, the vendor at his own discretion may reinstate or replace the malfunctioning /non-functioning part or whole of the product with a working part or whole of the product of a matching or higher configuration. However, in the case of hard disc, vendor should provide a new hard disc of matching or higher configuration.

### **Breakdown Maintenance**

- a) The call will be registered / communicated to the service engineer posted at Namrup.
- b) THE VENDOR shall maintain at BVFCL's site, a written maintenance and repair log; and shall record therein each incident of EQUIPMENT malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the EQUIPMENT together with a description of the malfunction or the cause for work, by description of the malfunction. BVFCL shall use the same log for recording the nature of faults and failures observed in the EQUIPMENT, the date and time of their occurrence and the date and time of their communication to the VENDOR.
- c) One unfurnished residential quarter accommodation will be allotted as per company rules on chargeable basis to the service engineer posted for Namrup.
- d) No grace period will be allowed for their engineer to be present at the site of BVFCL because quarter is already allotted at concessional rate. Service engineer will have to stay at Namrup.
- e) Guest House accommodation will be provided to visiting engineer at the concessional rate as applicable to BVFCL employees depending upon availability.

## **Preventive Maintenance**

The preventive maintenance should be a must and it should be undertaken at least once in a month by the service engineer, with a pre-planned schedule. If preventive maintenance is not undertaken during a particular month, as a penalty measure, the downtime hours of all the computer systems and peripherals calculated for that particular month, would be taken as twice theoretical figure arrived for that particular month.

### **BVFCL's Scope of Work:**

- a) BVFCL will provide assistance required for the AMC job. The work site will be made available.
- b) BVFCL shall provide all facilities required for the job like facilities for electrical supply.
- c) One unfurnished residential quarter accommodation will be allotted as per company rules on chargeable basis to the service engineer posted for Namrup.
- d) Guest House accommodation will be provided to visiting engineer at the concessional rate as applicable to BVFCL employees depending upon availability.

### **Eligibility Criteria:**

- 1) The vendor should be an Indian Registered Firm with an average minimum annual turnover of Rs. 20 Lakhs from similar AMC of Computers & Peripherals business for any two of the last three accounting years between 2013-2016. Vendor should submit audited Balance Sheet & Profit Loss Statement from the year 2013-2016.
  - 2) Firms should have valid Service Tax and PF registration Certificate and Valid TIN Number eligible to apply.
  - 3) The vendor should have at least 5 years' experience of undertaking Annual Maintenance Contract in PSU/ Banks/ Govt Organizations handling over 200 Computers / Peripherals.
  - 4) The bidder should have sufficient experience of execution of AMC of Computers & Peripherals 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).
  - 5) The Vendor must have one service center at Guwahati/ Dibrugarh/ Tinsukia/ Jorhat for fast and effective service support. Address proof of service support office or branch office should be produced such as PAN, Tax receipt, Certificate of registration like Shop & Establishment, Service Tax/Sales Tax/VAT/LBT/etc.
  - 6) The vendor must have at least 2 qualified Service support engineers at their Service Centre as above. Proof of appointment and residential address for verification stating their eligibility is to be submitted.
  - 7) 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:**

- 1) Maintenance charges would be payable in quarterly basis.
- 2) The penalty of 4 % of AMC cost (maximum Rs. 500/-) per item per day below the guaranteed uptime of 98% will be charged on the basis of hardware downtime.
- 3) The penalty for a particular period if any shall be recovered from the maintenance charges payable for the following block of 3 months, security deposit given by Vendor and/or by lodging a claim against THE VENDOR, as the case may be.
- 4) No running bills will be permitted.
- 5) The bank demand draft charges will be to the party's account in case of payment is desired by demand draft.
- 6) Bidders may indicate their account number and bank details in case of online payment.

- 7) No advance payment is admissible.

**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 which may be extended to further one year on same rates, terms and conditions if the selected party is found satisfactory.

**Type of BID:**

Tenders shall be submitted in 'Two Bid' system as specified below:-

- 1) **"Technical & Commercial Un-Priced Offer with Earnest Money"** shall contain following documents:-
  - i. EMD of Rs. 12,500/- 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.
- 2) **"Price Bid"** shall contain item wise Prices as per format of schedule for rates given at Annexure-C. All rates should be firm and inclusive of all current taxes, duties and statutory levies. The break-up of all applicable taxes duties and statutory levies have to be clearly indicated in price bid.

Techno Commercial bids will be opened on the due date of opening. 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.

**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.

## **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 Maintenance Contract of Computers & Peripherals" 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@bvfl.co.in](mailto:info@bvfl.co.in)

Bikramjit Talukdar  
Sr. Systems Officer  
BVFCL, Namrup

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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@bvfl.co.in](mailto:vigilance@bvfl.co.in)



**Annexure C:****Schedule of Rates:**

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

SI No	Details	Qty	Unit Rate	Taxes	Amount
1	Infinity Server 2.4 Ghz/4 GB RAM/ 500 GB HDD/DAT DRIVE/ HCL 17"TFT Monitor, / HCL Keyboard/ HCL Mouse.	1	XXXX	XXXX	XXXX
2	INFINTY GLOBAL LINE 4700HW2/2* XEON 3.16 , 73GB HS Ultra 320 SCSI HDD/20/40 GB DAT DRIVE, KIT RAID SCSI LS 2C PCI-X 320 FH 128 MB 1 GB DDR2, HCL 17"TFT Monitor, / HCL Keyboard	1	XXXX	XXXX	XXXX
3	HCL Infiniti Global Line 1700 CT/4 GB RAM/ 500 GB HDD/DAT DRIVE/ HCL 18.5"TFT Monitor, / HCL Keyboard/ HCL Mouse.	1	XXXX	XXXX	XXXX
4	HCL xeon server 2700/Xeon Dual core processor @1.86 Ghz/2GB RAM/500 GB HDD/DAT Drive/Keyboard/Mouse/18.5" TFT	1	XXXX	XXXX	XXXX
5	DESKTOP P42.8 GHZ/512 MB RAM/15" CRT MONITOR/ HCL Keyboard/ HCL Mouse	30	XXXX	XXXX	XXXX
6	Infinity PRO BL 1280, Core2 DUO E7500 2.93GHz, 2 GB RAM/ 160GB HDD/ DVD ROM/ HCL 17" LCD/ HCL Keyboard/ HCL Mouse	30	XXXX	XXXX	XXXX
7	HCL Infinity Dual Core E5300 2.6GHz, 1 GB RAM/ 160GB HDD/ DVD ROM/ HCL 15.5" LCD/ HCL Keyboard/ HCL Mouse	50	XXXX	XXXX	XXXX
8	Infinity M A380 Pro Core I3 3.1 GHZ/2 GB Ram/320 GB/HDD/DVD ROM /18.5" TFT/Win 7	24	XXXX	XXXX	XXXX
9	DMP EPSON LQ2090	26	XXXX	XXXX	XXXX
10	DMP Wep LQ 5235	30	XXXX	XXXX	XXXX
11	HP Laserjet P1007 printers	8	XXXX	XXXX	XXXX
	Total	202	XXXX	XXXX	XXXX

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) Bidders must quote their rates on the respective fields of the above tables. No deviations are allowed.
- 4) The quoted rate should be inclusive of Service Engineer Charges to be posted at BVFCL.
- 5) The evaluation will be based on Total.
- 6) Before coming into contract, physical asset verification to be done by the vendor on their own cost.
- 7) Incomplete bids will be liable for rejection.

(Signature of Bidder with SEAL)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Declaration Form****"Tender for Annual Maintenance Contract of Computers & Peripherals"**

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
<b>(If Yes, give the following details)</b>	
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 Maintenance Contract of Computers & Peripherals"**

To,

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

Ref. No:

dated

**Subject: "Tender for Annual Maintenance Contract of Computers & Peripherals".**

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 Maintenance Contract of Computers & Peripherals"** 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 Maintenance Contract of Computers & Peripherals** 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 Maintenance Contract of Computers & Peripherals**, 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:.....

.....  
.....

.....  
For M/s \_\_\_\_\_

Name:

Address:.....

.....  
.....  
.....

.....  
(Signature)

Name: .....

Address:.....

.....  
.....

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

Name:

Address:.....

.....  
.....  
.....

## 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 not withstanding 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 2014-15	

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 Maintenance Contract of Computers & Peripherals”.**

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 Maintenance Contract of Computers & Peripherals".**

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 Maintenance Contract of Computers & Peripherals".**

Details the client details wherever available:

S. No.	Name of Organization	Period of Contract

Signature: \_\_\_\_\_.

Name: \_\_\_\_\_ - Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_

END OF THE DOCUMENT