

# BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING)

NAMRUP



Please reply to:

Dy. General Manager (MM)

BVFCL, Namrup

P.O. Parbatpur – 786 623

Dist. Dibrugarh (Assam), India.

Phone: +91 [374] 2507059; FAX: +91 [374] 2500204 / 2500317; e-mail: [matmgt@bvfc.co.in](mailto:matmgt@bvfc.co.in), [yktamboli@bvfc.co.in](mailto:yktamboli@bvfc.co.in)  
[www.bvfcl.com](http://www.bvfcl.com), CIN No: U24123AS2002GOI006786 GST No : 18AABCB9399R1ZK

To,

M/s \_\_\_\_\_

## NOTICE INVITING TENDER

1. NIT NO : **AN/2019/65A-369/389/VKT/Enq:0466**
2. DATE OF ISSUE : **28.10.2019**
3. TYPE OF BID : **Two Stage**
4. BID OPENING : **27.11.2019, 03:30 PM**
5. EARNEST MONEY DEPOSIT : **Rs.5000.00 (or equivalent in quoted currency)**

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP INVITES SEALED BIDS IN TWO STAGE FOR SUPPLY OF THE FOLLOWING ITEMS AS PER ANNEXURE- A, ICB**

SL	DESCRIPTION	QUANTITY
1.	<b>Supply of NG Gas Orifice Flow Computer and Commissioning of the system</b> Type: Microprocessor based as per Annexure-A	As Per Annexure- A

## SPECIAL TERMS & CONDITIONS.

1. The bid will include / indicate the following.

- a) The complete scope of supply conforming to the specifications stipulated above and in Annexure –A, ICB.
- b) Basic Price, Packing & Forwarding charges, The applicable taxes and duties and any other applicable charges
- c) The mode of transportation and charges thereon for delivery of the materials at Namrup, Assam.
- d) Payment : Please accept the following payment terms as per clause no. 17 of Annexure – ICB.
  - i) For Foreign Bidder: “through Letter of credit”
  - ii) For Indigenous bidder “within 30 days of receipt and acceptance of material at our site”.
- e) Confirmation that the firm prices have been quoted.
- f) Confirmation of the bid validity for 120 days from the bid opening date.
- g) Commissioning of the Instrument shall be under your scope, you shall quote for the commissioning of the Instrument separately.
- h) You shall stand guarantee against defective material and poor workmanship for a period of 18 months from the date of supply or 12 months from the date of installation, whichever is earlier.
- i) Confirmation of furnishing Security Deposit cum Performance Bank Guarantee @ 10% of the order value valid for the entire guarantee period + delivery period + claim period of six months as per clause no.19 of Annexure - ICB.
- j) Tenders must be accompanied by Earnest Money Deposit for an amount of **Rs. 5,000.00 / Equivalent in quoted currency** or NSIC Certificate under "Single Point" registration scheme in lieu of EMD.
  - i) **For Indigenous bidder:** The EMD may be submitted in the form of DD/ Bank Pay order drawn on SBI/ UCO Bank/ United Bank of India in favour of Brahma Putra Valley Fertilizer Corporation Limited payable at Namrup or NSIC Certificate under "Single Point" registration scheme in lieu of EMD.
  - ii) **For foreign Bidder:** EMD submitted in the form of bank guarantee issued or counter-guaranteed by any Indian Nationalized Bank/Scheduled Bank or its branches in foreign countries BVFCL Namrup within 10 Days of opening date of the Bids.
- k) Minimum delivery period may please be quoted.
- l) Please indicate PAN/ TIN/GST no. in your quotation.
- m) Acceptance of all the terms and conditions of Annexure –A,& ICB.

2. **Bidder must submit techno-commercial bid and price bid in the prescribed template enclosed in two separate- sealed envelopes as per Clause No. 1.2 of Annexure- ICB**

3. In case you are not interested to participate against our NIT, please send your regret letter.

Confirmation of furnishing Certificate of Origin along with the supply (for foreign bidders only ).

5. a) MSEs shall be given the benefits of issue of tender documents free of cost, exemption from submission of Earnest money deposit, price preference, etc. as per Govt. Guidelines.  
b) SC/ST owned enterprises shall submit relevant SC/ST certificates and registration should remain valid at the time of bidding.  
c) Condition of prior turnover & prior experience with respect to start-up and micro & small enterprises will be relaxed as per Govt. Policy circular No. 1(2) (1)/2016-MA Dtd. 10/03/2016 & F.20/2/2014-PPD (Pt) Dtd. 20/09/16 subject to meeting of Quality & technical specifications.
6. **The goods bearing the ISI Mark will be given preference.**
7. 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 the responsible to inform the matter to vigilance office, BVFCL, Namrup, P. O. Parbatpur, Dist. Dibrugarh, Assam PIN; 786623. (Tel no: 0374-2507092 / 0374-2507167).

Enclosures:

1. Annexure – A & ICB

Yours faithfully,

*For and on behalf of*

Brahmaputra Valley Fertilizer Corporation Ltd.



(S.K.Dutta)

Chief Materials Manager

## Specification for NG Orifice Flow Computer

Sl. No.	Item Description	Quantity
01.	<b>NG ORIFICE FLOW COMPUTER,</b> <b>Type : Microprocessor based.</b> a) Power supply : 24V DC or 110V AC b) Pressure to be feed in Kg/cm <sup>2</sup> gauge c) Flow Rate should be display at SM <sup>3</sup> /Day, SM <sup>3</sup> /Hr. Should be configurable d) DP (differential pressure ) should be in mm of water column (mmWC) e) Temperature should be in ° C or in Kelvin f) Calculations should be based upon AGA-3 NX19 Gas Flow Standards or higher version g) preferable panel cut out, length=551mm height= 230 mm depth= 65mm	01
<u>Design Data:</u>		
INPUT:	Internal dia. of Pipe,	D" = 15.19" = 385.83 mm
	Orifice dia (in inches),	d = 8.50" = 215.90 mm
	Flowing pressure ( in kg/ cm <sup>2</sup> )	Pf = 16.00 kg/ cm <sup>2</sup> = 15.69 Bar
	Differential pressure in inches of water column,	hw = 100" = 2540.00mmWC
	Flowing temperature (in ° C),	Tf= 28.0°C(direct measurement
	Mole percentage of CO <sub>2</sub> =	(= 0.167237
	Mole percentage of N <sub>2</sub> =	Tf = 0.039218
	Viscosity of gas (in centipoise),	μ = 0.010300
	Latitude of the meter location	
	Degree =	27
from field)	Minute =	18
	Second =	0
	Height of the meter location	
	From M.S.L(in feet)	H = 403.50
	Gas gravity,	G = 0.60
	Base pressure(in psia)	Pb= 14.70 = 1.013323 kg/ cm <sup>2</sup>
	Base temperature (in ° C),	Tb = 15 ° C
ASSUMPTION	Beta Ratio,	Beta = 0.5596
	Basic Orifice Factor,	Fb = 15514
	Reynold No. Factor,	Fr = 1.000210
	Expansion Factor,	Y = 0.994907
	Pressure Base Factor,	Fpb = 1.002041
	Temp. Base Factor,	Ftb = 1.000000
	Gravity Factor,	Fg = 1.290994
	Super Comp. Factor,	Fpv = 1.015674
	Gage Location Factor,	Fl = 0.999195
	Orifice Thermal Exp. Factor,	Fa = 1.000229
CALCULATION	Flowing Temp. Factor,	Ftf = 0.979133
ICE FLOW CONSTANT, C = Fb x Fr x Y x Fqb x Ftb x Ftf x Fg x Fpv x Fl x Fa		
C = 19850.03031		
FLOW, Q = C x √(hw x Pf) Std. Cubic Feet/Hour		
Q = 3089649.41 SCF /Hour = 74151586 SCF /Day		
Q = 87489.05 SCM /Hour = 2099737.10 SCM/Day		
Qmax = 74.15MMSCFD = 210MMSCMD Std. Cubic Metre/ Day		
Qmax = 2472MMSCFD = 0.70 MMSCMD		
N.B.: 1. The offered NG Orifice Flow Computer should have the facility to programme/ change above data as per requirement at site.		
2. Display should have the keypad facility to show Instantaneous Flow, Totalizer flow in last 24 hrs, Pressure, Temperature, etc.		
3. Party must supply all necessary documents, technical literatures containing mech. dimensions, features along with calibration procedure with the quotation.		
4. Party should provide the list of companies along with P.O. copies and application areas where they have supplied the offered instruments.		
5. Commisioning of the Instrument shall be under Party's scope, they will quote for commissioning separately.		

Techno- Commercial Bid		
Sl. No	Particulars	Bidder's Response
1	Confirmation of scope of supply as per the NIT	
2	QTY: as per NIT	
3	Confirmation that firm price has been quoted	
4	Currency (INR/EURO/USD.....)	
5	<b>EMD: For Indigenous Bidder: INR 5,000.00</b> <b>For Foreign bidder: EUR 65</b> (or equivalent in the quoted currency) submitted? In Bank Guarantee (issued or counter-guaranteed by any Indian Nationalized Bank/Scheduled Bank or its branches in foreign countries) / Demand Draft form. (YES/NO)	
6	Bid valid for 120 days from the date of opening? (YES/NO)	
9	Confirmation of furnishing guarantee certificate one as per the NIT	
10	The offered NG Orifice flow computer should have the facility to programme/ change the data as per requirement at site as per points of Annexure A of NIT. Please confirm.	
11	Display should have the keypad facility to show instantaneous Flow, Totalizer flow in last 24 hrs, pressure, and temperature etc. as per points of Annexure A of NIT. Please confirm	
12	Confirmation that you shall supply all necessary documents, technical literatures containing mech. Dimensions, features along with calibration procedure with the quotation as per points of Annexure A of NIT.	
13	Confirmation that you shall provide the list of companies along with P.O copies and application areas where they have supplied the offered instruments as per points of Annexure A of NIT.	
14	Commissioning of the Instrument shall be under your scope, you shall quote for commissioning separately as per points of Annexure A of NIT. .	
15	Confirmation of furnishing Security Deposit Cum Performance Bank Guarantee as per the NIT	
16	Minimum delivery period for supply	
17	Confirmation of acceptance of payment through Letter of Credit as per clause 17 of Annexure- ICB( <b>In case of foreign bidder</b> ) / 30 Days within receipt & acceptance of materials at site ( <b>In case of Indigenous bidder</b> ) (AGREED/DISAGREED)	
18	All the bank charges including L/C confirmation charges outside India is in Supplier's/ Beneficiary's account ( <b>In case of foreign bidder</b> ) (AGREED/DISAGREED)	

19	L/C extension charges due to Supplier's fault shall be to Supplier's a/c. <b>(In case of foreign bidder)</b> (AGREED/DISAGREED)	
20	Particulars (Name & Address, SWIFT) of your bank and your bank account number for opening letter of credit. <b>(In case of foreign bidder)</b>	
21	Name and address of Beneficiary <b>(In case of foreign bidder)</b>	
22	Price Basis FOR Destination / Ex-Works for Indian Bidder and CIP/FCA etc. (Kindly specify name of port) for <b>foreign bidder</b> (Price to be quoted in price bid)	
23	Acceptance of all other terms & conditions of the NIT & Annexure- A and Annexure – ICB	
24	Enclose scanned copy of NIT along with Annexure- A and Annexure – ICB duly signed & stamped.	
25	Packing & Forwarding Charges, if any (Price to be quoted in price bid)	
26	GST in case of indigenous bidders	
27	Freight charges: FOR Destination/Ex-works (in case of indigenous bidders), FCA/CIP etc. charges (in case of foreign bidders) (Price to be quoted in price bid)	
28	GST on freight, if any (in case of indigenous bidders)	
29	Transit Insurance	
30	Commissioning charges per man day, if any	
31	GST on commissioning, if any	
32	Any other charges	
33	Country of origin	
34	Remarks	

Price Bid		
Sl. No.	Particulars	Bidder's Response
1.	Basic Unit Rate of NG ORIFICE COMPUTER (INR/EURO/USD.....)	
2.	Packing & Forwarding Charges, if any	
3.	GST in case of indigenous bidders	
4.	Freight charges: FOR Destination/Ex-works (in case of indigenous bidders), FCA/CIP charges, if any (in case of foreign bidders)	
5.	GST on freight in case of indigenous bidders if any	
6.	Transit Insurance	
7.	Commissioning charges per man day, if any	
8.	GST on commissioning, if any	
9.	Any other charges	
10.	Remarks	

**ANNEXURE-ICB**  
**TERMS AND CONDITIONS**

\* “The Goods bearing the ISI Mark will be given preference.”

**1.0 SUBMISSION OF TENDER**

1.1 No oral, telephonic, fax, telegraphic or E-mail tenders will be entertained.

**1.2 MODE OF TENDERING (BIDDING)**

**SINGLE STAGE BID**

In case of single stage bidding, tender consisting of all the Technical & Commercial Terms and Conditions, Price (FOB Basis for foreign bidders / FOR Destination for Indian bidders) and the requisite EMD, if any, should be submitted in a sealed envelope, duly super scribed as 'TENDER NO.' and 'DUE DATE' of opening of bids, addressed to Materials Manager, BVFCL Namrup, P.O. Parbatpur – 786 623, Dist: Dibrugarh (Assam) India.

**TWO-STAGE BID**

In case of two-stage bidding,

- (a) The first envelope, super scribed as “EMD”, should contain the requisite EMD, if any, called for, in the form as mentioned later in this annexure.
  - (b) The second envelope, super scribed as “TECHNICAL BID” should contain Technical Specifications, Commercial Terms and Conditions in duplicate.
  - (c) The third envelope, super scribed as “PRICE BID” should contain the price bid for the required materials in duplicate.
  - (d) All the above three envelopes should be put in one sealed envelope, duly super scribed as 'TENDER NO.' and 'DUE DATE' of opening of bids, addressed to Materials Manager, BVFCL Namrup, P.O. Parbatpur – 786 623, Dist: Dibrugarh (Assam) India.
- 1.3 THE RATES QUOTED MUST BE AS PER UNIT INDICATED IN THE SPECIFIC NIT. It should be clearly stated whether the prices quoted are firm or subject to variation. In the latter case, the extent of variation and factors determining the same should also be stated.
- 1.4 The rates quoted should be written clearly in figures as well as in words, free from any cuttings, addition, erasing or in different ink etc. Overwriting of the rates should be avoided and the overwriting/cuttings etc., if any, must be signed by the tenderer.
- 1.5 Tender must be submitted by 14:30 hrs. on due date mentioned in the NIT. No tender after the specified time and date will be accepted. BVFCL will not be responsible for any postal delays/loss.
- 1.6 In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next scheduled day of bid opening.
- 1.7 Incomplete tender submitted with qualifying conditions at variance with the Terms & Conditions of the tender, are liable to be rejected summarily. Therefore, tenderers are advised to scrutinize the terms and conditions of this tender thoroughly.
- 1.8 Only one tender is to be submitted by one tenderer.
- 1.9 BVFCL will have the right to issue addendum to tender documents, to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 1.10 Quotation will be opened on the date and time specified by BVFCL in presence of those tenders or their accredited representatives who may be present at the time of opening of the quotation.
- 1.11 Samples must be submitted, where specified, so as to reach us before the DUE DATE of opening of quotation. This may be submitted preferably through post but the quotation must be submitted separately. Samples must be carefully packed and labeled clearly with our NIT NO., SUBJECT and SENDERS NAME for easy identification.

**2.0 POSTPONEMENT OF TENDER OPENING DATE**

BVFCL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.

**3.0 ACCEPTANCE/REJECTION OF TENDER**

BVFCL reserves the right to accept or reject, at its sole discretion, any bid/all bids, in whole or in part and/or accept other than the lowest bid without assigning any reasons thereof.

**4.0 EARNEST MONEY DEPOSIT (EMD)**

4.1 Tenders must be accompanied by Earnest money deposit, if any, called for in the form of a Crossed Demand Draft only in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED on any scheduled bank payable at Namrup preferably State Bank of India, Namrup / UCO Bank, Namrup / UCO Bank, International Banking Branch, Kolkata. Cheques will not be accepted in any case.

As a special case, foreign bidders may furnish EMD in the form of bank guarantee issued or counter-guaranteed by any Indian Nationalized Bank/Scheduled Bank or its branches in foreign countries.

4.2 Earnest money will be forfeited at the sole discretion of BVFCL, in case, tenderer after intimation from BVFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order or changes any of the conditions of the tender or changes the rates and/or terms and conditions of the tender within validity period. If the successful tenderer does not deposit the security as stipulated in the Purchase Order, EMD will be forfeited without further reference.

4.3 Earnest money deposited by unsuccessful tenderers will be returned as early as possible after finalization of the tender.

4.4 Earnest Money Deposit will not bear any interest.

5.0 The offer should have the validity for acceptance for a minimum period of 120 days from the date of opening.

6.0 Unit price quoted should be inclusive of all incidental charges.

7.0 The rates quoted should be clean on board FOB/FAS – for Foreign Bidders and FOR Destination for Indian Bidders. In case of ex-works price, the other price elements applicable towards FOB/FAS and FOR Destination must be indicated.

8.0 Agency commission payable, if any, should have specific clarification whether the same is payable out of ex-works/FOB/FAS value quoted or over and above ex-works/FOB/FAS value and the specific amount/percentage involved.

9.0 Please indicate BTN (Brussels Tariff Nomenclature) classification.

10.0 Dimensional details of the packed consignment with net and gross weight may please be furnished to facilitate to decide for Air or sea shipment.

11.0 For foreign supply, shipping arrangement shall be done by you with our forwarding agent and the material shall be shipped through Indian Flag vessel for sea shipment and Air India International, in case of shipment through air. In both the cases, the shipment shall be done on freight-to-pay basis and insurance shall be arranged by us.

12.0 Manufacturer's name and country of origin of the materials offered and name of the port of loading / place of dispatch is to be stated.

13.0 In case the part numbers quoted by you are different from those mentioned in our enquiry, please specify the reason and confirm that the offered items are exact replacement and interchangeable for use without any modification in the equipments with us. Guarantee and warranty also to be furnished.

14.0 Prices should be strictly quoted in your own currency or in currency of the country of origin.

15.0 It should be clearly stated whether the prices quoted are firm or subject of variation, in the later case the extent of variation and factors determining the same should also be stated.

16.0 You should quote your best firm delivery period. In case of orders, tenderers must, as far as possible, arrange to supply the materials according to the deliveries specified by us. If, however, this is not possible they shall clearly specify the time of deliveries, which must be strictly adhered to. The successful tenderer or tenderers should arrange to keep stocks of all schedule materials for which their tender has been accepted in readiness for shipment/dispatch, if the deliveries are not regular and if on that account we are forced to buy the materials from elsewhere, any loss or damage sustained thereby, will be recovered from the supplier for non-delivery at the schedule period.

**17.0 PAYMENT TERMS:**

**FOREIGN BIDDERS:**

(a) Payment shall be made through irrevocable Letter of Credit.



(b) If confirmed Letter of Credit is desired, for adding confirmation to the Letter of Credit, please furnish full name and address of your bankers

(c) All bank charges and stamp duty etc. outside India shall be to your account.

INDIAN BIDDERS:

90% payment against dispatch documents through bank and balance 10% within 30 days from the date of receipt and acceptance of material at site.

Bank charges shall be to the respective accounts.

18.0 SHIPMENT: While on specific request we may accept partial shipment, transshipment is prohibited.

19.0 SECURITY DEPOSIT-cum-PERFORMANCE GUARANTEE

19.1 Security Deposit-cum-Performance Guarantee, if required, will be furnished by the successful tenderer within 30 days of issue of Purchase Order, for the faithful performance of the Contract as well as the performance guarantee/warranty of the quoted material for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. The Deposit will be @ 10% of the value of the PO.

19.2 If SD-cum-PBG is deposited in the form of Crossed Demand Draft in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, it should be payable on any scheduled bank preferably State Bank of India, Namrup/UCO Bank, Namrup/ UCO Bank, International Banking Branch, Kolkata.

19.3 The tenderer will, however, have the option to furnish a Bank Guarantee issued or counter-guaranteed by any Indian Nationalized Bank/Scheduled Banks or its branches in foreign countries, in the proforma specified by BVFCL. The Bank Guarantee must be valid till one month after the expiry of the Guarantee period of 18 months with further claim period of six months.

19.4 Cheques will not be accepted in any case.

19.5 The security deposit will be retained by BVFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. BVFCL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.

19.6 In the event of the forfeiture of whole or part of the security deposit, the tenderer will deposit further sum/sums, so as to maintain the full security deposit amount as above.

19.7 The security deposit will be refunded after contract has been successfully completed. It will be lawful for BVFCL, if any difference or dispute is likely to exist, to defer payment of the security deposit or any portion thereof which may be due for release until such difference and dispute have been finally settled or adjusted.

19.8 The security deposit will not bear any interest.

20.0 EVALUATION OF TENDERS

The evaluation of bids shall be done on the basis of "landed cost" at plant site. The evaluation of bulk materials will be carried out on item wise basis to the extent possible to achieve maximum economy. The evaluation of bids shall take into consideration the following aspects:

- i) All cost implications including the following; wherever applicable - deficient bids shall be loaded for cost of deficiency on Base Price, which shall include cost of spares, inspection, packing, forwarding and any other charges/ taxes/ duties etc upto our site packed in case of Indian vendors and CIF port of discharge in case of foreign bidders.
- ii) Base price of equipment and materials
- iii) The cost of spare parts for erection, commissioning and maintenance spares as required.
- iv) This cost will be added to the cost of equipment. Non-quoted spares will be loaded at the highest rate quoted by any other bidder or at estimated price in case quoted prices of other bidder are not available.
- v) Third party inspection charges wherever applicable.

- vi) Interest on advance payment, if insisted by the bidder, shall be loaded at applicable bank rate plus 1% or as may be indicated in the bidding documents.
- vii) Escalation: A firm price bid shall be preferred and given weightage compared to a bid with variable price. A bid with price variation may be considered for evaluation provided that price variation is based on well defined formula such as by Indian Engineering Manufacturing Association (IEMA) or any other formula indicating the escalation ceiling in % of bid price and in such cases escalation ceiling indicated by bidder shall be loaded to work out evaluated price.
- viii) In case a variable price bid indicates the well defined price variation formula but no escalation ceiling, such bid shall be loaded for highest escalation ceiling indicated by any other bidder or such bid may be considered non-responsive if sufficient numbers of acceptable bids are available.
- ix) In case a variable price bid neither indicates price variation formula nor ceiling on escalation, such bid shall be considered non-responsive and rejected. However, such bid received from any PSU/Govt. organization may be considered.

#### OPERATING COST

The performance and productivity of the equipment shall also be considered during evaluation wherever applicable. In case the consumption of utilities are different for different bidders, extra operating cost over the minimum "one shall be calculated as below:

$$\text{Extra Operating Cost} = \Delta U \times C \times H \times A \times D \times N$$

Where,

$\Delta U$  = Difference in utilities consumption

C = Unit cost of utility

H = Nos. of operating hours in a year

A = Availability factor of equipment

D = Discount factor at considered interest rate per annum for construction period plus operational period which shall be based on international practice

N = Number of operating equipment item

Bidding documents should clearly indicate that value of above items

Indicative values of H and A may be as under:

Number of operating hours in a year (H) = 7920 (330 working days in a year)

Availability factor (A) = 0.8 (80 % availability),

The value of 'D' may be calculated as under and shall be indicated in bidding document:

$$\text{Discount factor} = (1 + i)^{-1} + (1 + i)^{-2} + \dots + (1 + i)^{-n}$$

where, i = interest rate/ 100 and 'n' is number of years of discounting which is 5 years plus construction period.

The unit cost of utilities 'C' will be indicated in the bidding documents as applicable as follows:

- i) Power Rs. \_\_\_\_\_ per kWh
- ii) Circulating cooling water Rs. \_\_\_\_\_ per cu. m.
- iii) HP Steam (100 ata, 510 deg C.) Rs. \_\_\_\_\_ per MT
- iv) MP Steam Rs. \_\_\_\_\_ per MT
- v) LP Steam Rs. \_\_\_\_\_ per MT
- vi) Naphtha/LSHS/NGL Rs. \_\_\_\_\_ per KCal
- vii) DM Water Rs. \_\_\_\_\_ per cu. M.

#### DELIVERY SCHEDULE

For deliveries extending beyond preferred delivery period indicated in the bid documents, an increase of 2 per cent per month on cost (CIF for foreign bidders and ex our site packed for Indian bidders) shall be carried out without prejudice to owner's right to treat bid with deliveries beyond preferred delivery indicated in NIT as non-responsive. Earlier deliveries shall get no credit.

- In order to account for sea shipment period and port clearance time Indian bidders shall not be loaded for an equivalent period. This period shall be indicated in the NIT, which may be around 2 months.

#### GUARANTEE

The proportionate loading shall be done in case bidders' quoted guarantee/warranty are different in nature and period from the required.

FOB cost of foreign bidder shall be loaded with ocean freight, marine insurance and port handling charges to arrive at CIF cost. A notional rate shall be indicated in the bidding document. Indicative rates may be as under

- a. Ocean freight: 5% of FOB
- b. Marine Insurance: 1% of FOB value
- c. Port handling charges: 1% of CIF including customs duties.

BVFCL shall decide the above and indicate in the bidding documents.

- i) Both Indian and foreign bidders shall be loaded with inland transportation charges at notional rate to be specified in the NIT. This notional rate may be for guidance as under:
  - a) For item whose weights are available Inland transportation charges shall be calculated at the rate applicable against the existing transportation contract in terms of Rs./KM/MT (or any parameter to be defined in NIT).
  - b) For item whose weights are not available, transportation charges may be considered on the basis of distance, as per following indicative rates (or any parameter to be defined in NIT):
    - (i) upto 200 Km 1 per cent Of ex-works/CIF
    - (ii) 200-500 Km 1.5 per cent of ex-works/CIF
    - (iii) 500-1000 Km 2 per cent of ex-works/CIF
    - (iv) More than 1000 Km 3 per cent of ex-works/CIF
- ii) Customs duties: The foreign bidders will be loaded on CIF price including Port handling charges, with customs duties as applicable as per custom tariff schedule as announced by Government every year in the finance budget. The rate of duty to be considered will be as applicable on the date of opening of the bid.
- iii) Any other deviation: The bidder will be loaded for deviation if any, such as extended delivery, short warrantee / guarantee/ damages etc. on the basis of highest cost quoted by any other bidder on that account or on proportionate basis for shortfall at the rate indicated in bid documents. The highest amount quoted by other bidder shall be considered in cases where such rates have not been given in bid documents such as packing, forwarding, third party inspection charges etc. The proportionate loading shall be considered in cases where rate has been indicated in the bid documents,
- iv) L/C Charges: Foreign bidder will be loaded for L/C charges at rate Indicated in the bidding documents.
- v) Since foreign bidders get payment immediately on negotiation of documents through L/C, the foreign bidders shall be loaded for interest for sea transit period and port clearance period. This period may be around two months.

#### OTHER CHARGES

Other charges, if any, such as documentation charges for providing extra sets of drawings/reproducible etc., shall be considered as under:

In case of item-wise evaluation, the documentation charges, quoted by the bidder will be loaded on each item. In other cases, it will be loaded on the total cost.

Calculation of supervision charges for erection and commissioning.

Wherever vendor/contractor has not indicated per diem rate and duration of stay at site for carrying out erection and commissioning services at site, the offer will be loaded for pre-decided rates and period.

#### DISCOUNT

Any conditional discount given by the bidder such as discount applicable on total order value, minimum order value on certain group of item etc. should not be considered for evaluation purpose unless it meets all the requirements stipulated in NIT and is beneficial to the Company.

However, for ordering purpose, such discount shall be considered. .

Discount offered after price bid-opening, shall not be considered .for evaluation. However, in case the vendor happens to be the selected bidder (without considering discount), such discount shall be considered while placing/deciding order price.

#### PAYMENT TERMS

Proportionate loading shall be done in case of bidder quotes the payment terms other than the normal payment terms stipulated in the NIT. Such loading shall be done on the basis of applicable bank rate plus 1%.

Deviation with respect to supply of chemicals will not be considered acceptable and consequently the offer will be treated as non-responsive.

21.0 ELIGIBILITY CRITERIA

New tenderers are requested to furnish self-certified documentary evidence in support of qualifying requirements of their tenders as stipulated below:

1. Experience & Past Performance of similar contract for last 2 years.
2. Capability with respect to Personnel, equipment and manufacturing facilities.
3. Financial standing through Annual Report (Balance sheet and profit & loss account) of last 3 years.
4. Statutory requirement such as PAN, TAN, TIN, ESI, Labour Licence no. EPF registration no. etc wherever applicable.

22.0 DELIVERIES / LIQUIDATED DAMAGES

22.1 Material is to be supplied as per delivery schedule indicated in the specific NIT.

22.2 If the material is not delivered as per specified schedule, BVFCL reserves the right either:

- (i) To purchase the material from OPEN MARKET on account of supplier and at his risk and cost, or
- (ii) To accept the goods at its sole discretion after imposing the penalty at the rate ½% (half percent) of the invoice value of the delayed quantity for every week and part thereof, of the period of delay from delivery schedule, subject to a maximum of 5% of the total value of the quantity of material whose supply has been delayed, or
- (iii) To treat the delay as default of Purchase Order and forfeit security deposit, terminating the Purchase Order forthwith and taking other action/s against the supplier, within the provisions of the Purchase Order.

23.0 The supplier should get the materials inspected by M/s Lloyds or any other reputed inspection authority, if mentioned in the purchase order.

24.0 In case of order on you, the materials supplied are found not of the correct quantity or not according to the specifications required by us or otherwise not satisfactory owing to any reason we reserve the right to reject materials, cancel the contract and buy the requirements in the 'Open market' against the supplier reserving to itself the right to take any measure deemed fit.

25.0 We reserve our right to accept the lowest or any tender. We further reserve the right to accept any tender wholly or in part at our option.

26.0 ARBITRATION

26.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the matter will be referred to arbitration under the ICADR arbitration Rules, 1996.

26.2 The authority to appoint the arbitrator(s) shall be the International Center for Alternative Dispute Resolution.

26.3 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

ANNEXURE-II

To,  
Materials Manager  
Brahmaputra Valley Fertilizer Corporation Limited, Namrup  
P.O. Parbatpur -786 623  
Dibrugarh (Assam)  
India

Sub: UNDERTAKING

Ref.: Your tender no. \_\_\_\_\_ due on \_\_\_\_\_.

Dear Sir,

With reference to your above mentioned tender, we hereby confirm that-

1. Tender documents have been read, understood with all clarifications pertaining to various clauses provided therein.
2. Conditions laid out are fully acceptable to us. There is no condition/deviation in our quotation from the conditions of your NIT.
3. Material will be strictly as per your material specifications and ordered quantity will be supplied as per delivery schedule mentioned in the order.
4. This is to certify that none of the BVFCL employee is related to owners/directors. (In case any relative is working BVFCL, furnish details separately).
5. None of blood relation of the owners/directors is participating in this tender in the name of other firm.
6. This is to certify that none of the BVFCL ex-employee is employed with us. (In case any ex-employee of BVFCL is employed, furnish details separately).
7. We have not been de-listed/ blacklisted in any other public sector/Govt. dept.
8. The information furnished along with the tender is correct to my knowledge. If the information is found false at the later date we will be penalized as deemed fit by BVFCL.

Dated

Signature of Tenderer or  
their Authorised  
Representative

\_\_\_\_\_

Place

Name & Address of Tenderer

\_\_\_\_\_

Phone No.

\_\_\_\_\_

Fax No.

\_\_\_\_\_

e-mail

\_\_\_\_\_