

ब्रह्मपुत्र वैली फर्टिलाइज़र कॉर्पोरेशन लिमिटेड



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

MARKETING DIVISION

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

FAX: +91374 2500236, CIN No. U24123AS2002GOI006786

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

Please reply to:
Chief Manager (i/c Mktg)
BVFCL, Namrup
P.O. Parbatpur – 786 623
Dist. Dibrugarh (Assam), India
CIN No: **U24123AS2002GOI006786**

NOTICE INVITING TENDER

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP (ASSAM) INVITES ONLINE BIDS in two bid system through [http:// bvfc.etenders.in](http://bvfc.etenders.in), our service provider **M/s Nextenders (India) Pvt. Ltd** from the leading Manufacturer/ Mining Companies/Suppliers for supply of Rock Phosphate to the various destinations of Assam on FOR destination basis.

The brief of the NIT is hereunder:

- NIT NO** : **BVFCL/ In-Charge MKTG /RP/ 16-17/ 01**
- DATE OF ISSUE** : **10/12/2016**
- TYPE OF BID** : **TWO STAGE**
- BID OPENING** : **30/12/2016 at 03:30 PM**

S.N	Product & specification	Projected Qty. for Assam
1	Rock Phosphate: 18 % P ₂ O ₅ As per specification of FCO, packaging act and standard industry norms as applicable.	7,900 MT (03 rakes)

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

- Type of Bid: Two Stages: ONLINE
- The quotation should be submitted online on FOR destination basis (inclusive of taxes, duties, and freight, insurance etc. BVFCL Margin needs to be mentioned separately.
- The Techno-Commercial Bids will be opened online on stipulated date and time. The Techno-Commercial Bids will be scrutinized in details in respect of NIT requirements. Price bids of techno commercially qualified bidders shall be opened only.
- Delivery: Phase delivery covering normal requirement of the products by Rakes at major consumption areas/destinations of Assam. Please also confirm that the supplies depending on the requirement of BVFCL dealers shall be delivered at the specified destinations within 15 days of receipt of intimation from the office of marketing department, BVFCL, Namrup.
- Please confirm your acceptance for the payment term “minimum 30 working days credit period after receipt and acceptance of material by BVFCL dealers”.
- The bids deviating the price basis or any conditional price /rates and payment term as mentioned above shall not merit consideration.
- Splitting of Tender: Since the demand depends on market requirement, the indent for entire quantities may arise at a time so, BVFCL reserves the right to split the tender quantity in two parts 60: 40:: L-1:L-2 subject to acceptance of counter offer by L-2 party to supply at L-1's rate. If the L-2 bidder fails to match

their price with L-1, then opportunity may be provided to L-3 bidder and so on to match the price with L-1. In the event of circumstances of more parties quoting equal price or the party having less supply capacity, equitable distribution of quantity may be done to more than two parties. In case the other bidders fail to match the L-1 price, BVFCL also reserves the right to place the order for whole tender quantity on L-1 bidder.

8. Please confirm your acceptance for the following.

“The test report of the products shall be submitted at the time of delivery of the material which should be as per FCO specification as applicable. The material shall be accepted / rejected on the basis of the test report. In addition to the above, BVFCL reserves the right of testing the material directly or through its dealers at any recognized Laboratory, if required. The results of such testing will be binding to BVFCL as well as to the supplier and accordingly post facto action will be taken immediately.”

9. **The quantity mentioned is merely indicative one, there is no guarantee to obtain the supplies since the same depends on market requirement at that time (Indent for supply will be placed only against the dealers requirement)**

10. **ELIGIBILITY CRITERIA:**

- a) Document towards Source of supply.
 - b) Material should be supplied conforming to FCO, Packaging Act and Standard Industry norms as applicable.
 - c) Copy of Authorization Certificate (FRC etc as applicable)/Whole sale License for selling the products in the state of Assam as applicable.
 - d) Statutory requirement such as Central Excise, Sales Tax, PAN, TAN, TIN, etc wherever applicable.
 - e) Mining Companies/Suppliers should stipulate the confirmation for supply of the materials as will be required.
 - f) Experience & Past Performance of similar contract for last 2 years.
 - g) Financial standing through Annual Report (Balance sheet and profit & loss account) of last 3 years.
 - h) Please confirm your acceptance for the payment term “minimum 30 working days credit period after receipt and acceptance of material by BVFCL dealers”.
 - i) The bid deviating the price basis or any conditional price /rates and payment term as mentioned above shall not merit consideration.
 - j) Mining Companies/Suppliers should not have been black listed or de-listed by any PSU/ State / Central Govt. during the last two years. Kindly undertake as per **Annexure-1**
11. Govt. agencies will be preferred in the process to allocate the supplies of the products.
12. The quoted price must be reasonable and matching with the market.
13. The offer must stipulate the BVFCL margin specifically.
14. Please also confirm the acceptance of all the terms and conditions of succeeding page.
15. BVFCL is committed to a corruption free work environment. “All the above purchases, services and commitments of BVFCL will be honored without the citizen having to pay any bribe”. In case any person demands any bribe, it is the duty of the responsible to inform the matter to vigilance office, BVFCL, Namrup, P. O. Parbatpur, Dist. Dibrugarh, Assam PIN; 786623. (Tel no: 0374-2507092/0374-2507167). For obtaining detailed of tender documents and for participation in online tender, parties are requested to visit <http://bvfcl.etenders.in>

For any information regarding NIT, you may contact to:

Mr. Pappu Saikia,

M/s Nextenders (India) Pvt. Ltd.

Ph: +91 8486361175

Email: support.assam@nextenders.co

Enclosures:

1. ANNEXURE-I - Undertaking
2. ANNEXURE-II - General Terms & Conditions (GTC)

Yours faithfully,

FOR AND ON BEHALF OF
Brahmaputra Valley Fertilizer Corporation Ltd.

(A.K.Singh)
Chief Manager (i/c Mktg)

To,

The Chief Manager (i/c Mktg),
Brahmaputra Valley Fertilizer Corporation Limited, Namrup
P.O. Parbatpur -786 623
Dibrugarh (Assam)

Sub: UNDERTAKING

Ref.: tender no. _____ due on _____.

Dear Sir,

With reference to the 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 the NIT.
3. Products/materials will be strictly as per your Products specifications and ordered quantity will be supplied as per delivery schedule mentioned in the order.
4. Material will be supplied conforming to FCO & Packaging Act and Standard Industry norms as applicable.
5. This is to certify that none of the BVFCL employee is related to owners/directors. (In case any relative is working in BVFCL, furnish details separately).
6. None of blood relation of the owners/directors is participating in this tender in the name of other firm.
7. 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).
8. We have not been de-listed/ blacklisted in any other public sector/Govt. dept.
9. The self-certified documents for eligibility criteria and 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.

Signature of Tenderer or their Authorized Representative.

- 1 Name & Address of Tenderer
- 2 Phone No.
- 3 Fax No.
- 4 e-mail

GENERAL TERMS & CONDITIONS (GTC) OF NIT:-

1. The term "BVFCL" shall mean **Brahmaputra Valley Fertilizer Corporation Limited**, A Company registered under Companies Act-1956 and having its registered office at Namrup, P.O. Parbatpur, PIN - 786623, District-Dibrugarh, Assam, India and shall be deemed to include their successors and / or assignees, and shall include the Administrative and Executive Officers authorized to deal with matters relating to the contract.
2. The term "Supplier" shall mean the firm or company, who offers quotation duly signed in response to this NIT issued by BVFCL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.
3. The term "PRODUCT" shall mean the product specified in the NIT.
4. The term "**SPECIFICATION**" shall mean the quality of the product as specified in FCO Grade for Rock Phosphate (18 % P₂O₅) as applicable.
5. 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.
6. 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.
7. 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.
8. **Right of acceptance and Rejection of NIT:** BVFCL reserves the right to accept at their sole discretion regarding NIT for whole or part quantities or reject any or all NIT without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by BVFCL.
9. **Splitting of Quantities:** BVFCL reserves the right to split the quantities of Products in whole or in part at its sole discretion without assigning any reason and can place the Work order/indent on more than one supplier.
10. **Validity:** The validity of the Price Bid shall be 90 days from date of quoting of Bid.
11. **Arbitration:** In case of any dispute or differences between the parties, the same shall be amicably resolved through mutual discussions and understanding. If the matter/ dispute remain unresolved, the same shall be referred to the sole arbitrator for settlement of the same. The sole arbitrator shall be appointed by the mutual consent of both the parties. The arbitration shall be conducted in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under. The venue of arbitration shall be Dibrugarh (Assam).
12. **MOU:** A detailed Agreement/ MOU shall be entered into between BVFCL and Supplier upon finalization of terms and condition for supply of products elaborating detailed terms and conditions under the NIT.
13. **Termination of MOU:**
The MOU is liable to be terminated if:
 - 1) Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in case of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or property on the works; or
 - 2) Makes an arrangement with or assignments in favour of his/their creditors/agrees to carry out the contract under a committee or inspection of his/their creditors; or
 - 3) Abandons the work; or
 - 4) If the seller makes default in supply of material as per terms of the contract.
 - 5) Assigns or sublets the work in whole or in part thereof without prior permission/written consent;
 - 6) Performance is not satisfactory; or
 - 7) If Suppliers obtains the contract with BVFCL with illegal measures;
 - 8) Information submitted/furnished by Suppliers is found to be incorrect.
 - 9) In the event the pollution clearance certificate and any other licenses are cancelled by the Pollution Control Board and is not renewed within one month, the contract shall be terminated.

Yours faithfully,
For and on behalf of
Brahmaputra Valley Fertilizer Corporation Ltd.

(A.K.Singh)
Chief Manager (i/c Mktg)