

ब्रह्मपुत्र वैली फर्टिलाइजर कारपोरेशन लिमिटेड नामरूप



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

NAMRUP, P.O.-PARBATPUR, DIST.-DIBRUGARH, ASSAM, PIN-786623

Phone: (0374) 2500240, 2507001/2, FAX: +91 0374-2500317

e-mail: info@bvfc.co.in

CIN U24123AS2002GOI006786

NOTICE INVITING TENDER

- | | |
|--|--|
| 1. NIT No. | : NAM/TS/01(47C)/2019/ 391 |
| 2. DATE OF ISSUE OF NIT | : 15 th March 2019 |
| 3. TYPE OF BID | : Two Stage Bidding (Offline) |
| 4. TIME FRAME | : As per NIT document |
| 5. LAST DATE OF SUBMISSION OF BIDS | : 3.00 PM of 16 th April 2019 |
| 6. DATE OF OPENING OF TECHNO-COMMERCIAL BIDS | : 3.30 PM of 16 th April 2019 |
| 7. EARNEST MONEY DEPOSIT | : Rs.9000.00 |


Invitation for Sealed Bids for the following job

**ENGAGEMENT OF BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)
FOR
MEASUREMENT & VERIFICATION AUDIT FOR PAT CYCLE-II**

NOTE:

- 1.0 All Bids are to be submitted in sealed cover addressed to the Dy. General Manager (TS), BVFCL Namrup duly super scribed on the cover – Company Name, Address, Bid Reference No. and bid closing date & time, mobile number and e-mail id strictly as per terms & conditions and scope specified in the NIT.
- 2.0 The above details may be quoted on all correspondence and documents.
- 3.0 Bids containing material deviations from/or reservation to the terms & conditions and specifications mentioned on this bid documents will be treated as non-responsive and may not be considered further, if not specifically explained in the NIT document.
- 4.0 List of deviations from Terms & conditions specified in NIT, if any, is to be clearly declared along with justification.
- 5.0 Submission of offer based on the terms & conditions of the NIT document will be appreciated to avoid seeking clarification on the offer.
- 6.0 Bids through Fax/e-mail shall not be considered.
- 7.0 The Bid Document calls for offers on single point, "Sole Bidder" responsibility basis. Order will be placed on the "Sole Bidder" alone who will be responsible for all contractual purposes. BVFCL NAMRUP reserves the right to reject offers made by intermediaries.
- 8.0 BVFCL NAMRUP reserves the right to assess bidder's capability and capacity to perform the contract.
- 9.0 Any Bid received after due date specified in NIT or after any other date extended and intimated in writing, may be rejected.
- 10.0 FAX Nos., Mobile phone Nos. & e-mail IDs (including alternative e-mail IDs) of the main contact persons and complete postal address of the Bidder for this job is to be given.
- 11.0 A letter of Undertaking as per Proforma given in Annexure-I is to be submitted by all the Bidders, duly signed and stamped.
- 12.0 From earlier experience, it was observed that due to remote location of Namrup and poor communication system in this area, all courier/postal service take more time to deliver their consignment than usual and some of the couriers are not having delivery service in this place. In view of the above, in their own interest to ensure timely delivery of their Bids, all Bidders are advised to post their offer in advance (depending upon their location) preferably through reliable couriers in this area like DTDC/Blue Dart etc. **BVFCL shall not bear any responsibility for late delivery of any consignment. Bids received late may not be considered.**

For & On behalf of BVFCL NAMRUP

 15/03/19
(S Sarkar)

Dy. General Manager (T.S.)

DEFINITIONS & INTERPRETATIONS:

In this NIT document the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **"c/AEA"** means the firm/firms or company whose tender has been accepted by BVFCL Namrup for mandatory M&V and certification.
- b) **"WORK/JOB"** means the job of *"Measurement -verification & Certification of PAT Data"* conforming to all the notifications/guidelines of BEE/Ministry of Power etc. for this purpose.
- c) **"CONTRACT"** means conditions of various contracts, agreements, specifications, drawings, documents, schedules of items of work with quantities and rates therein, tender and contract agreement.
- d) **"PRICE"** means the lump sum price or amount derived for items of work named in the NIT subject to such addition there to or deductions there from as may be made under the provisions contained in this NIT.
- e) **"MONTH"** means calendar month and **"YEAR"** means Financial Year.
- f) **"DoF"** shall mean the Dept. of Fertilizers, Govt. of India.
- g) **"COMPETENT AUTHORITY"** shall mean the Competent Authority of BVFCL/Gol/DoF/ etc. relevant for the particular purpose.
- h) **"Gol"** shall mean Government of India.
- i) **"BASELINE YEAR"** means the year in which the base level of energy consumption is used as a reference point for establishment and assessment of performance with regard to compliance of energy consumption norms and standards under various rules.
- j) **"CERTIFICATION"** means the process of certifying the verification report or Measurement & Verification report by the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** to the effect that the entitlement or requirement of energy savings certificate is quantified accurately in relation to compliance of energy consumption norms and standards by the designated consumer during the target year;
- k) **"VERIFICATION"** means a thorough and independent evaluation by the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** of the activities undertaken by the designated consumer for compliance with the energy consumption norms and standards in the target year compared to the energy consumption norms and standards in the baseline year and consequent entitlement or requirement of energy savings certificate.
- l) **"CYCLE"** means the period of three years available to a designated consumer to comply with the energy consumption norms and standards.
- m) **"ENERGY CONSUMPTION NORMS AND STANDARDS"** means the targeted specific energy consumption of the designated consumer for the specified year.
- n) **"TARGET YEAR"** means the year by which a designated consumer shall achieve compliance with the energy consumption norms and standards.
- o) Words and expressions used herein and not defined but defined in the Act shall have the meanings respectively assigned to them in the Energy Conservation Act.

DISCLAIMER

The information contained in this NIT or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of *BVFCL NAMRUP* or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

This NIT is not an agreement and is neither an offer nor invitation by *BVFCL NAMRUP* to the prospective Bidders or any other person. The purpose of this NIT is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this NIT. This NIT includes statements, which reflect various assumptions and assessments arrived at by *BVFCL NAMRUP* in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for *BVFCL NAMRUP*, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and obtain independent advice from appropriate sources.

Information provided in this NIT to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. *BVFCL NAMRUP* accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

BVFCL NAMRUP and its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or selection process, regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Selection Process.

BVFCL NAMRUP also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this NIT. *BVFCL NAMRUP* may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this NIT. The issue of this NIT does not imply that *BVFCL NAMRUP* is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, and *BVFCL NAMRUP* reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

Regardless of the conduct or outcome of the selection process, the Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by *BVFCL NAMRUP* or any other costs incurred in connection with or relating to its Proposal.

The Bidder shall not make any public announcements with respect to this Bidding process or this document. Any public announcements to be made with respect to this bidding process or this Document shall be made exclusively by BVFCL. Any breach of this clause by the Bidder (before and after the award of the work) shall be deemed to be non-compliance with the terms and conditions of this document and shall render the Bid liable for rejection. Decision of *BVFCL NAMRUP* in this regard shall be final and binding upon all the Bidders.

The Document and the information shared by *BVFCL NAMRUP* with the Bidders excluding information already available in the public domain are strictly confidential and privileged and are for the exclusive use of the party to whom it is issued. This Document must not be copied or distributed by the recipient to third parties (other than, to the extent required by the applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this document. In case after the issue of the document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this document and the information contained therein must be kept confidential by such party and its professional advisors at all times.

LIST OF CONTENTS

Clause No.	Description	Page Nos.
1.0	Background	6 – 7
2.0	Objective	7
3.0	Broad Scope of Work	7 - 8
4.0	Bidding Documents	8
5.0	Validity of Bids	8
6.0	Amendments of Bidding Documents	9
7.0	Language of Bid	9
8.0	Documents Comprising the Bid	9 – 10
9.0	Processing Fees	10
10.0	Eligibility Criteria	10 - 11
11.0	Scope of Services & Time Schedule	11
12.0	Fees and Payment Structure	11 - 12
13.0	Taxes & Duties	12
14.0	Security Deposit & Performance Bank Guarantee	12 - 13
15.0	Signing of Bid	13
16.0	Discretion of BVFCL	13 - 14
17.0	Facilities to be Provided by BVFCL	14
18.0	Documents to be Furnished for Claiming Payment	14
19.0	Force Majeure	14
20.0	Ownership of Document & Confidentiality	14 - 15
21.0	Submission of Reports / Documents	15
22.0	Limitations of Liabilities	15
23.0	Termination	15
24.0	Effective Date of Contract	15
25.0	Liability	16
26.0	Insurance	16
27.0	General	16
28.0	Price Reduction Clause	16
29.0	Dispute Resolution and Arbitration	16 - 17
30.0	Submission of Bid	17 – 18
31.0	Work Order / Letter of Intent	18
32.0	Signing of Agreement	18
33.0	Fairness & Undesirable Practices	19
34.0	Conflict of Interest	20
35.0	Annexures:	
35.1	Annexure-I : Letter of Undertaking	21
35.2	Annexure-II : Format for Signing of the Agreement	22
35.3	Annexure-III: Confirmation of Terms and Conditions	23
35.4	Annexure-IV : General Information of the ESCO	24
35.5	Annexure-V : Price Schedule	25

Terms & Conditions

Sealed Tenders are invited by Brahmaputra Valley Fertilizer Corporation Limited (BVFCL), Namrup to engage an adequately qualified and experienced **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** from the BEE EMPANELLED energy auditing companies for Measurement -verification & Certification of Data and to prepare/assist BVFCL to prepare and to submit a few statutory forms of BEE separately for Namrup-II & Namrup-III units of BVFCL plants, after completion of 2nd Performance Achieve & Trade (PAT-II) cycle on 31st March 2019 and, as detailed in Scope of Work.

1.0 BACKGROUND:

- 1.1 Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) is a Central Public Sector Undertaking (CPSU) which is located at Namrup in the North-Eastern State of Assam and had originally came into production w.e.f. 1st January 1969 under The Namrup Fertilizer Plants of erstwhile Namrup Fertilizer is the pioneer to use associated natural gas as the feed stock and fuel for production of ammonia/urea. It is the only Urea producing unit in the whole of North Eastern states, West Bengal, Bihar, Jharkhand etc.
- 1.2 Hindustan Fertilizer Corporation Limited (HFCL) was carved out of FCIL in 1978 by including Namrup Unit and three other Units/Divisions of FCIL. Namrup Unit of erstwhile Hindustan Fertilizer Corporation Limited (HFCL) was again separated out and a new company in the name of Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) was formed w.e.f. 5th April 2002. The Company is registered under Company's Act 1956 with its registered and corporate office at Namrup, and Liaison Office at NOIDA and Kolkata.
- 1.3 Namrup plants were originally installed in three phases as Namrup-I, Namrup-II and Namrup-III and presently Urea is the only finished product. It has the effective derated present daily Urea production capacity of 900 MTPD in Namrup-III and 400 MTPD in Namrup-II. Namrup-I plants have been permanently stopped and except Ammonia Plant, all other plants viz. Urea Plant, Sulphuric Acid Plant, Ammonium Sulphate Plant & allied utility plants have been dismantled and disposed.
- 1.4 The existing running production facilities of BVFCL consist of two ammonia and urea units each with total originally installed design capacity of 1200 MTPD Ammonia (Namrup-II: 600 MTPD & Namrup-III: 600 MTPD) and 2167 MTPD of Urea (Namrup-II: 1000 MTPD & Namrup-III: 1167 MTPD). Namrup-II and Namrup-III commenced production in phases in 1976 and 1987 respectively. Presently Namrup-II and Namrup-III plants are running at 100% of its reassessed capacity and both the plants use associated natural gas available from the surrounding oil/gas fields of M/s Oil India Ltd (OIL) as basic raw material for producing Urea. Each of Namrup-II and Namrup-III plants has exclusive supporting Utility facilities like Water Treatment Plant, DM Water Plant, Steam Generation Plants and common 2x15 MW Captive Power Plant.
- 1.5 The existing plants were set-up in phases during the last 50 years and are based on old, obsolete, unproven and vintage technology. Because of frequent failures and other teething problems, the company is unable to make net profit by running these two plants, even after considerable investment.
- 1.6 Namrup-II and Namrup-III plants were revamped during the years 1998 – 2005 with derated annual production capacities and limited scope, only to bring in some reliability in operation. Though some degree of operational reliability could be established from the said revamp, the energy consumption in these plants continued to remain high, compared to present generation plants, primarily due to lower plant

capacity, old energy intensive process & obsolete technology adopted in these plants and frequent production interruptions from retained inefficient & old key machinery/equipments, most of which are obsolete and OEM spares are not available.

- 1.7 Internationally renowned Process Licensors like M/S PDIL and M/S HTAS were engaged to conduct health study of the present plants and it has been opined by them that for long time survival of the company, a brown field ammonia urea plant should be set-up at the existing location, which will be able to produce more than double the present reassessed plant capacity by using the same quantity of feedstock.
- 1.8 The company also manufactures Biofertilizers and Vermi-compost.
- 1.9 In view of the strong readily available above infrastructure and experienced manpower for manufacture and marketing of fertilizers, BVFCL intends to setup a larger capacity natural gas based Ammonia-Urea Plant based on state-of-the-art modern technology, at a most energy efficient way, at par with the achieved level in modern gas based mega capacity urea plants in India.
- 1.10 BVFCL proposes to setup a Brownfield natural gas based highly energy efficient Ammonia-Urea Plant of 12.70 LMTPA of urea production capacity based on state-of-the-art modern technology. The same will be replace the existing plants.

2.0 **OBJECTIVE:**

- 2.1 *BVFCL NAMRUP* is intended to engage an adequately qualified and experienced **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** from the BEE EMPANELLED energy auditing companies for Measurement & Verification of PAT Data to prepare/assist BVFCL to prepare and submit a few statutory forms of BEE separately for BVFCL plants in Namrup-II & Namrup-III after completion of 2nd Performance Achieve & Trade (PAT) cycle on 31st March 2019 as detailed in Scope of Work.

3.0 **BROAD SCOPE OF WORK:**

- 3.1 To verify and certify all the relevant data and to prepare/ to assist BVFCL to prepare the following forms after the completion of 2nd PAT Cycle on 31.03.2019, which are to be submitted to BEE by 30.06.2019 separately for Namrup-II & III.
 - a. Form A : Performance Assessment Document (To assist)
 - b. Form B : Certificate of Verification (To prepare & submit)
 - c. Form C : Certificate of Measurement & Verification (To prepare & submit)
 - d. Form D : Compliance of Energy Consumption Norms & Documents (To assist)
- 3.2 The **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** is to ensure that these forms are ready and available to BVFCL for submission to BEE as per the stipulated dates by preparing Form B & C and assisting BVFCL in preparing and submitting Form A, 2 & 3.
- 3.3 The **ENERGY SERVICE COMPANY (ESCO)** is to undertake the certification and measurement-verification of all the relevant documents at site at Namrup for the above job as per BEE guidelines.
- 3.4 All the Bidders have to submit one declaration to the effect that the entire job will be executed as per various statutory notifications and guidelines by govt. to the full satisfaction of BEE or any authority appointed by GoI. The successful bidder will be bound to provide any clarification/explanation etc. sought by BEE or any competent

authority even after completion of entire scope of work and release of full payment.

- 3.5 BVFCL's Namrup-II and Namrup-III plants are declared as two separate DCs, so all bidders should be aware that separate set of forms are to be prepared and submitted for Namrup-II and Namrup-III plants each, though one Work Order will be issued for Namrup-II and Namrup-III plants.
- 3.6 Bidders are to submit one consolidated offer (NOT SEPARATE OFFER) for the total job of Measurement & Verification in Namrup-II and Namrup-III plants as per Price Bid proforma.

4.0 BIDDING DOCUMENTS:

- 4.1 Tender documents can be downloaded from the website free of cost.
- 4.2 The Bidder shall be responsible for all of the costs associated with the preparation of its Bid and its participation/submission in the bidding process. *BVFCL NAMRUP* will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- 4.3 The Bidders of this NIT is expected to examine all instructions, forms, terms and conditions in the bidding documents. The invitation to bid together with all attachments thereto shall be considered to have been read, understood and accepted by the Bidder, unless deviations are specifically stated by the Bidder. Failure to furnish all information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect and insufficient number of copies will be at Bidder's risk and may result in rejection of the Bid.
- 4.4 The interested Bidders shall sign this NIT Document on each page and submit as a token of acceptance of all the terms of the assignment after putting company rubber stamp along with their Bids.

5.0 VALIDITY OF BIDS:

- 5.1 The submission of any Bid in accordance with the Bid document and specifications shall constitute an agreement that the Bidder shall have no claim/action against *BVFCL NAMRUP* for rejection of the Bid. *BVFCL NAMRUP* shall always be at liberty to reject or accept any Bid at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against *BVFCL NAMRUP*.
- 5.2 The Bid shall be kept unconditionally valid for a period of 90 days from the last date set for submission of Bids.
- 5.3 Prior to expiry of the original time limit, *BVFCL NAMRUP* may like to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his offer and Bid security suitably as per relevant provisions.

6.0 AMENDMENT OF BIDDING DOCUMENTS:

- 6.1 At any time, prior to the deadline for submission of bids, *BVFCL NAMRUP* for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment thereto.
- 6.2 The amendment will be notified in writing or by e-mail/fax or letter to all prospective Bidders, who have received the bidding documents or informed *BVFCL NAMRUP* after downloading the same and will be binding on them.
- 6.3 *BVFCL NAMRUP*, at its discretion, may extend the last date for the submission of bids.

7.0 LANGUAGE OF BID:

The Bid prepared by the Bidder and all correspondence relating to the Bid exchanged between the Bidder and *BVFCL NAMRUP* shall be written in English language only.

8.0 DOCUMENTS COMPRISING THE BID:

- 8.1 The Bidders shall submit their Bids in single cover system, as specified below, duly signed and completed in all respects along with a covering letter indicating clearly any deviations, if any, in the terms and conditions or any new conditions stipulated by it and other enclosures as required.
- 8.2 Documents shall be accepted only in the physical form and not in the electronic media. The Trade Name/Company Name under which Measurement & Verification will be conducted, is to be clearly mentioned and for all communications/documents, letter head of the BEE recorded Company name is to be used. The offers would be submitted in a sealed envelope superscribed "**Engagement of BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO) in BVFCL Namrup for Measurement & Verification Audit under PAT-II**" containing the following three separate sealed clearly identifiable envelopes:

Part-I : Refundable EMD of Rs.9,000/- (rupees nine thousand only) in the form of Demand Draft drawn in favour of "Brahmaputra Valley Fertilizer Corporation Limited, Namrup", payable at Namrup or Bank Guarantee, with validity of at least one year, for equivalent amount from a Nationalized Bank/Scheduled Bank, valid for 6 (six) months + 6 (six) months claim period thereafter, shall only be acceptable. EMD may also be accepted in the form of Indemnity Bond in case of PSU/Govt. Departments/Statutory bodies. Registered MSME companies are exempted from submission of EMD on production of supporting certificates.

Part-II : Techno-Commercial Un-priced Bid

Part-III : Price Bid

Note:

- (a) The Techno-Commercial Bid of only those Bidders, whose EMD is found in order, shall be opened.
- (b) The price bid of only those Bidders, who fulfill the selection criteria of techno-commercial terms, shall be opened in the presence of the authorized representatives, who choose to be present at a pre-determined time & date of opening, with prior information to such qualified Bidders.

8.3 Part-I: Earnest Money Deposit (EMD)

8.3.1 The bid shall be accompanied by specified EMD of Rs.9000/-. The EMD shall be submitted in a separate cover legibly marked with “**Envelope A: Part-I EMD, NIT Number & Bid due date**”.

8.3.2 The envelope containing the EMD will be opened before opening of Part-II. The opening of Part- II is dependent on the acceptance of the EMD with respect to EMD amount, whether original EMD deposit receipt is enclosed, etc.

8.4 Part-II: Technical and Un-priced Commercial Bid

The Technical and un-priced commercial bid which shall be submitted in a separate cover legibly marked with “**Envelop B: Part-II: Technical & Un-priced Commercial Bid, NIT Number & Bid due date**” and shall include, but not limited to the information sought and any other additional information considered necessary by BVFCL NAMRUP as a part of Bid.

8.5 Part-III: Price Bid

The Price Bid shall be submitted in a separate cover legibly marked with “**Envelop C: Part-III – Price Bid, NIT Number, Bid due date**” Price Bid should include the Bid price in the price schedule format enclosed as **Annexure-V** and it shall not contain any conditions/deviations whatsoever.

8.6 All the above three envelopes (Envelope A, B & C) containing Bid parts I, II & III shall be sealed individually and these sealed envelopes shall be put together in a 4th envelope called outer envelope.

8.7 The outer envelope shall be sealed properly and to be addressed to:-

Dy. General Manager (T.S.)

BVFCL NAMRUP

P.O. – Parbatpur, Dist. – Dibrugarh Assam 786623

and bear the title “**Engagement BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO) in BVFCL Namrup for Measurement & Verification Audit**”, “**NIT No, Bid closing date**” & “**Do not open before 3.30 PM of 16th April 2019**”. If the last date of receipt/opening of Tender happens to be a holiday at a later date, the same will be received/ opened on the immediate next working day.

8.8 The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is received after due date/ time of opening the Bid.

8.9 If the envelopes are not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and would be liable for rejection. BVFCL NAMRUP shall assume no responsibility for the misplacement or premature opening of such bids and consequent non-qualification.

9.0 PROCESSING FEE:

9.1 This NIT can be downloaded from the company website and govt. Tender websites. No processing fee is to be paid for submission of bids.

10.0 ELIGIBILITY CRITERIA FOR BIDDING:

10.1 Bidders’ name must have appeared in the latest notified list of Energy Service Companies (ESCOs) EMPANELLED with Bureau of Energy Efficiency (BEE) with proper validity.

- 10.2 **ESCO which will be able to depute Accredited EA with past experience of MEA/M&V in Fertilizer sector in PAT-I/II may be preferred.**
- 10.3 The Trade Name/Company Name under which Measurement & Verification will be conducted, is to be clearly mentioned and letter head with BEE recorded Company Name is to be used in all documents/communications. A ESCO registered under the Indian Partnership Act, 1932 (9 of 1932) or a company incorporated under the Companies Act, 1956 (1 of 1956) or any other legal entity competent to sue or to be sued or enter into contracts shall be entitled to undertake verification and Measurement -verification regarding compliance with the energy consumption norms and standards and issue or purchase of energy savings certificates.
- 10.4 **Copy of certificate of accreditation by BEE for the Energy Auditor and supporting document for being a BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO), as per relevant notification is to be enclosed.**
- 10.5 The BEE EMPANELLED **ENERGY SERVICE COMPANY (ESCO)s** are to satisfy all the statutory requirements/guidelines prescribed by BEE/Ministry of Power from time to time for this purpose.
- 10.6 Supporting authenticated documents are required to be attached in support of the educational qualification, details of experience as energy auditor(AEA) and latest document on grant of certificate of accreditation by BEE including validity of accreditation for the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** strictly as per stipulation in gazette notifications.
- 10.7 The Bidders are to submit the company profile and bio-data & experience details of all the energy auditors, including their latest BEE accreditation, whom they are proposed to engage for the subject job. Past experience of AEAs in fertilizer sector/natural gas sub-sector may be preferred over others.
- 10.8 **The Bidders have to ensure that there was no conflict of interest in their Bids as prescribed by BEE in its notifications.**
- 11.0 **SCOPE OF SERVICES & TIME SCHEDULE:**
 - 11.1 The assignments, as broadly specified in **Clause No. 3.0.**
 - 11.2 The assignment is to be completed strictly as per BEE notified dates of submission of various forms/reports. The entire Scope of Work is to be completed and all the reports submitted **latest by 25.06.2019**. A detailed time frame based work plan will be submitted by the successful Bidder immediately after receipt of the Work Order.
- 12.0 **FEES AND PAYMENT STRUCTURE:**
 - 12.1 The total fees payable to the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** shall be quoted by the Bidders on lumpsum basis for Namrup-II & Namrup-III each.
 - 12.2 No amount as advance shall be paid to the successful bidder.
 - 12.3 100% of the Work Order value will be released after receipt of Invoice along with hard copies of the final reports as specified.
 - 12.4 Statutory dues, taxes etc, if applicable, will be deducted at source.
 - 12.5 Any clarification required from the **ENERGY SERVICE COMPANY (ESCO)** regarding the Invoice submitted will be preferably sought in one go and within 10 days of receipt of the Invoice and the Consultancy Company have to submit the clarification within 10 days of receipt of the query from BVFCL.

- 12.6 After receipt of all the clarifications to the satisfaction of the Company, the Invoice will be normally forwarded to the Finance Dept. within seven days for release of payment and the payment is expected to be released by 30 days of receipt of the certified Invoice by Finance Dept. along with all clarifications.
- 12.7 In case of disagreement between the Consultancy Company and BVFCL on any part of the Invoice, such part of the Invoice may be severed from the rest and payment against the agreed admissible part may be processed as per laid down procedure, while the disputed part will be dealt as per terms and conditions of the contract.
- 12.8 Payments shall be effected through electronic transfer only. So the selected Consultancy Company to submit Bank Account details along with their Invoices and GST registration certificate.
- 12.9 In case, the assignment has to be abandoned, at any stage, due to any reason beyond the control of *BVFCL NAMRUP*, proportionate payments till then would be considered as 'Drop-dead Fee' for full & final settlement and no further claims would be made from either side.

13.0 TAXES & DUTIES:

- 13.1 GST as applicable shall be indicated separately in Invoice and shall be paid extra. All other taxes/duties applicable are to be included in the quoted price. Any variation in other taxes/duties during contract period (except GST) shall be borne by the ***BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)***.
- 13.2 BVFCL shall not be responsible for the Income tax liability of the Consultancy Company or personnel deputed by them in connection with the services covered by this contract. However, tax deduction at source will be effected for the payments made to the party as per rules, prevailing from time to time on schedule of prices. Income Tax will be deducted on all payments made.

14.0 SECURITY DEPOSIT & PERFORMANCE BANK GUARANTEE:

- 14.1 The successful Bidder shall be required to deposit Security Money @10% of the Work Order value. The EMD amount deposited by the successful Bidder may be adjusted towards the Security Deposit, if desired. The amount shall be deposited within 15 days of receipt of Lol/Work Order by way of Demand Draft/Bank Guarantee in the prescribed proforma (to be provided by BVFCL) from any Nationalized/Scheduled Bank.
- 14.2 PERFORMANCE BANK GUARANTEE shall be returned back to the ***BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)*** on demand, after the expiry of the defects liability period or on payment of the amount of the final bill payable in accordance with relevant clause of these conditions, whichever is later, provided *BVFCL NAMRUP* is satisfied that there is no demand outstanding against the ***BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)***.
- 14.3 No interest shall be payable on the Security Deposit. The Bank Guarantee shall be furnished from a Nationalized Bank/ Scheduled Bank and the same shall remain valid during the entire consultancy period plus claim period of 6 (six) months. Bank Guarantee forwarded from any foreign bank should be counter guaranteed by any Indian Nationalized bank.
- 14.4 Failure of the successful Bidder to comply with the above requirements of

submission of PERFORMANCE BANK GUARANTEE shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the EMD.

- 14.5 Registered MSME companies are exempted from submission of PBG on production of supporting certificates.

15.0 SIGNING OF BID:

- 15.1 The bid must be submitted under the Trade Name/Company Name recorded by BEE under which Measurement & Verification will be conducted and is to be clearly mentioned/contain – the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should be typed or printed below the signature.
- 15.2 Bid by a partnership firm must furnish with full names of all partners and be signed with the partnership name followed by the signature and designation of one of the authorized partners or authorized representative(s).
- 15.3 A bid by a Corporation/Company must be signed with the legal name of the Corporation/Company by the President/Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter, with official seal.
- 15.4 Use of erasure or other changes in the bid documents is to be avoided as far as possible and shall have the initials of the person signing the bid.
- 15.5 A letter of Undertaking in ESCO letter head as per Proforma given in **Annexure-I** is to be submitted by all the Bidders, duly signed and stamped.
- 15.6 Bid documents including all enclosures and other correspondences between BVFCL and the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** and the Work Order shall also be treated as a part of the agreement between BVFCL and the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** for this work and the successful bidder is required to execute an agreement with BVFCL within 2 (two) weeks from the issue of Letter of Intent / Work Order.

16.0 DISCRETION OF BVFCL:

- 16.1 Notwithstanding anything contained in this Bid Document, *BVFCL NAMRUP* reserves the right to accept or reject any Bid and to annul the entire bidding process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 16.2 *BVFCL NAMRUP* will have the discretion to prioritize the execution of tasks, give directives and formulate instructions considered appropriate for the purpose of carrying out the tasks.
- 16.3 *BVFCL NAMRUP* shall not provide any explanation/justification on any of its decision.
- 16.4 *BVFCL NAMRUP* shall have the freedom to remove/add any job from the Scope of the NIT as per requirement.
- 16.5 Any clarification required by prospective Bidder shall be furnished in writing or by e-mail soon after its receipt so as to ensure submission of Bid on or before Bid closing date. Where it is felt that clarification sought is of important nature and has bearing on the Bid, the Committee may send such clarifications to all the prospective bidders without identifying the reason for clarification. If the circumstances warrant any

amendment to be issued as a result of the clarification, the same will be notified in writing/soft form to all the Bidders. Reasonable time extension will be given to all the Bidders to consider the amendment in preparing the Bids, if required.

17.0 FACILITIES TO BE PROVIDED BY BVFCL:

- 17.1 BVFCL NAMRUP would provide access to all the necessary records/information and it would be the responsibility of the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** to collect and compile relevant and necessary information from the offices of BVFCL NAMRUP.
- 17.2 Free suitable lodging on single/double occupancy in AC/Non-AC rooms will be provided in BVFCL Guest House to the team of **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)**. Food may be provided on chargeable basis.
- 17.3 Local transport arrangement in between the BVFCL Guest House and factory will be provided by BVFCL free of cost for the team of **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)**.
- 17.4 A light vehicle will be provided for bringing the AEA team from Dibrugarh Airport/ Rail station to Namrup and back.
- 17.5 All queries regarding submission of Bids may be sent by e-mail only to ssarkar@bvfc.co.in and the same shall be replied promptly.

18.0 DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:

- 18.1 The following documents in originals shall be sent to the *Dy. General Manager (T.S.), BVFCL NAMRUP, P.O.- Parbatpur, Dist.- Dibrugarh, Assam 786623* for claiming payment.
 - ✓ Invoices - original + 1 copy
 - ✓ Reports/Documents supporting the claim.

19.0 FORCE MAJEURE:

- 19.1 If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the said contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire, floods, explosions, epidemics, quarantine restrictions or other acts of god, then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by the reason of such eventuality be entitled to have any claim for damages against the other in respect of such non performance or delay in performance and the performance under the said contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

However, if the state of Force Majeure continues beyond a period of one month, appropriate time extension will be granted on production of documentary evidence for the occurrence of such delay.

20.0 OWNERSHIP OF DOCUMENT & CONFIDENTIALITY:

- 20.1 The successful Bidder shall maintain strict confidentiality of all documents, record notes of discussion, drawings, designs and other technical information supplied to them by BVFCL NAMRUP or prepared by them in respect of the works under this contract and shall not pass on any information to any other agencies/organizations

without the written permission of *BVFCL NAMRUP* except to the extent required for execution of this contract.

- 20.2 Neither party shall sublet, assign or otherwise transfer its rights or obligations under contract or any part of the same to any party without the previous written consent of the other party.

21.0 SUBMISSION OF REPORTS/DOCUMENTS:

- 21.1 BVFCL Namrup is registered as two separate DC viz. BVFCL Nam-II and BVFCL Nam-III. So, all reports are to be submitted separately for BVFCL Nam-II and BVFCL Nam-III. The ***BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)*** shall submit 1(one) draft hard copy of the documents together with soft copy in editable word/excel format for scrutiny and comment of *BVFCL NAMRUP*. Upon clearance from BVFCL, 5 (five) copies each of the final set of documents in bound/spiral bound form is to be submitted along with an editable soft copy.

22.0 LIMITATIONS OF LIABILITY:

- 22.1 The final payment by BVFCL in pursuance of the 'contract' shall not mean, the release of the ***BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)*** from all his liabilities under the 'contract', and till such time the contractual liabilities and responsibilities of the ***BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)*** shall prevail.

23.0 TERMINATION:

BVFCL NAMRUP may terminate this contract under the circumstances detailed below:

- 23.1 The contract for services shall be liable for termination by *BVFCL NAMRUP* if the conduct of the ***BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)*** and/or their personnel is considered by *BVFCL NAMRUP* to be against its interest.
- 23.2 *BVFCL NAMRUP* at any time, on finding that the performance of services under this contract is not satisfactory, will give a written notice to the ***BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)*** to take appropriate remedial steps. If remedial steps are not taken within 25 days or are not to *BVFCL NAMRUP*'s satisfaction, then *BVFCL NAMRUP* reserves the right to terminate the contract with a final notice for maximum 10(ten) of days grace to comply with the remedial action.
- 23.3 Upon termination of the contract at any time for whatsoever the reason by *BVFCL NAMRUP*, the proportionate amount shall be payable to the ***BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)*** for the services performed satisfactorily as per Contract, till the date of termination. However, the security deposit shall be forfeited. In the event of the contract being terminated and awarded to another ***BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)***, the difference, if any, shall be recovered from the fees or any other payment due from *BVFCL NAMRUP*, either in the present or from any other contract to the ***BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)***.

24.0 EFFECTIVE DATE OF CONTRACT:

- 24.1 This Contract shall be deemed to have become effective from the date of award of Work Order/Letter of Intent of BVFCL, which will form part of the Contract.

25.0 LIABILITY:

- 25.1 The **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** shall carry out the services under the “Contract” with due care and attention to the accepted rules of the Service Practices. The **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** shall be responsible for financial & managerial soundness of the services rendered and of recommendations. In the event of any deficiency in these services, **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** shall inter-alia promptly redo such services at no additional cost to BVFCL NAMRUP.
- 25.2 If the conduct of the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** and its personnel is considered by BVFCL NAMRUP to be prejudicial to their interests, the “Contract” is liable for termination with the direct damages being to the account of the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)**.
- 25.3 The **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** at no additional cost to BVFCL NAMRUP shall correct eventual faults or errors in the service performed due to a negligent act or omission of the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** or any of the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)**'s personnel within the scope of the obligations of the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)**, provided that such faults or errors are signified by Client in writing within 6 (six) months after the last date of tenure of the “Contract”.

26.0 INSURANCE:

- 26.1 Necessary insurance and other benefits like ESI, PF, etc., for **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)**'s personnel shall be the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)**'s responsibility. Any violation of such act/statutory obligations shall be the entire responsibility of the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)**.

27.0 GENERAL:

- 27.1 Notwithstanding the stipulations contained in the terms and conditions, any other conditions that may be prescribed by the GoI and the concerned State Govt. and other statutory agencies, will have to be complied with and shall be applicable. Cost implication, if any, resulting from any such terms and conditions will be mutually discussed and sorted out.

28.0 PRICE REDUCTION CLAUSE:

- 28.1 Timely completion of the work shall be the essence of contract. In the event of delay attributable to the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)**, the Work Order Value will be reduced @ 0.5% of the Work Order value per week, subject to a maximum of 5% of the total Work Order value.

29.0 DISPUTE RESOLUTION AND ARBITRATION:

- 29.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties shall use their best endeavors to resolve the matter amicably. If the parties are unable to resolve the dispute amicably within thirty (30) days of one party notifying in writing of the existence of the dispute, controversy or claim, either party may serve formal written notice on the other that a material dispute has arisen. If the parties are unable to resolve the dispute within seven (7) days of receipt of such notice, the dispute shall be referred to the matter will be referred to arbitration

under the ICADR arbitration Rules, 1996.

- 29.2 *BVFCL NAMRUP* to appoint the arbitrator(s) shall be the International Center for Alternative Dispute Resolution.
- 29.3 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996 including its amendments and updates.
- 29.4 During the pendency of arbitration no party shall go to the court. The jurisdiction of court shall be at Gauhati High Court for any legal matters.
- 29.5 Settlement of commercial disputes between Public Sector Enterprise(s) and Government Department(s) will be through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises as per the DPE's guidelines.

30.0 SUBMISSION OF BID:

The interested parties shall submit their technical bid, with details of their approach envisaged and action plan for undertaking the above assignment and the working mechanism of executing the same. They shall submit details of their Company Profile and the list of such assignments undertaken by them, as specified.

Reputed ESCOs interested in providing audit service for the above mentioned scope of work are invited to submit their Bid on their own letter head.

30.1 Documents to be enclosed with the Technical Un-priced Commercial Bid:

- 30.1.1 Profile of the company: Full particulars of the constitution, ownership and main business activities of the prospective **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)**.
- 30.1.2 Brief resume of team members highlighting experience especially relevant to the subject.
- 30.1.3 Complete NIT documents duly signed and stamped confirming acceptance of all terms & conditions of the NIT.
- 30.1.4 Confirmation of terms and conditions (**Annexure-III**) duly filled in, signed and stamped supported with all relevant documents.
- 30.1.5 Un-priced copy of price bid duly signed & stamped as per **Annexure-V**.
- 30.1.6 Power of attorney to the signatory for signing the bid document
- 30.1.7 Any other document as per the requirement specified in the NIT.
- 30.1.8 PAN No, TAN No and GST Registration Number
- 30.1.9 An undertaking to the effect that
- Being a **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** as on the date of submission of Bid.
 - No investigation by a regulatory AUTHORITY is pending against them; and
 - No charge sheet by an agency of the government/conviction by a court of law for an offence committed by the bidding party or by any sister concern of the bidding party has been issued

- In case any investigation/charge sheet is pending against the concern or its sister concern or against its CEO or any of its Directors/Managers/ employees, full details of such investigation including the name of the investing agency, the charge/offence for which the investigation has been launched and other relevant information should be disclosed to the satisfaction of the company.
- 30.2 Bidders shall be required to deposit along with their Bid, a refundable earnest money deposit as at **Clause 8.3** above. In case of successful Bidders, the EMD would be adjusted against security deposit.
- 30.3 Bid should be submitted in a sealed envelope, super-scribed "ENGAGEMENT OF **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** IN BVFCL NAMRUP FOR MEASUREMENT & VERIFICATION" so as to be received at the under-mentioned address not later than the due date.

Dy. General Manager (T.S.)
Brahmaputra Valley Fertilizer Corporation Limited,
Namrup.
P.O. – Parbatpur, Dist. – Dibrugarh (Assam) 786623

- 30.4 Bids (Technical) shall be opened in presence of the Bidders or their authorized representatives who may like to be present. The date of opening of price bid shall be intimated later.
- 30.5 For any clarifications/or further details with regard to this tender, the same can be obtained from/discussed with Shri S Sarkar, Dy. General Manager (TS), BVFCL NAMRUP (Assam) (Mobile #: +919954487889), e-mail: ssarkar@bvfc.co.in.
- 30.6 BVFCL NAMRUP reserves the sole right to accept or reject any or all Bids without assigning any reason whatsoever and also have the right to relax any terms/conditions of the Bid and shall bear no liability whatsoever consequent upon such a decision.
- 30.7 The interested bidders shall sign all pages of this Tender Document and submit as a token of acceptance of all the terms of the assignment.

31.0 WORK ORDER/LETTER OF INTENT:

- 31.1 BVFCL shall award the Work Order/Letter of Intent to the successful bidder who is determined as the techno commercially acceptable lowest bidder. The negotiation may be held with the lowest bidder if deemed necessary prior to issuance of Work Order/Letter of Intent (LoI).
- 31.2 The successful bidder on receipt of "Work Order/Letter of Intent" shall convey its acceptance by return e-mail/fax and to be confirmed by letter within 15 days, failing which it will be deemed that WO/LoI is accepted unconditionally.

32.0 SIGNING OF AGREEMENT:

- 32.1 Within two weeks of date of issue of Letter of Award/Work Order, the successful Bidder shall furnish a performance security for satisfactory completion of the Assignment and simultaneously sign a formal agreement. Draft Format of Agreement is enclosed at **Annexure - II** of this Document to be furnished on requisite stamp paper.

33.0 FAIRNESS & UNDESIRABLE PRACTICES:

- 33.1 All the Bidder(s) and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, *BVFCL NAMRUP* shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited practices") in the entire process. In such an event, *BVFCL NAMRUP* shall, without prejudice to its any other rights or remedies, forfeit and appropriate the performance security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to *BVFCL NAMRUP* for, inter alia, time, cost and effort of *BVFCL NAMRUP*, in regard to the work, including consideration and evaluation of such Bidder's proposal.
- 33.2 Without prejudice to the rights of *BVFCL NAMRUP* under the rights and remedies which *BVFCL NAMRUP* may have under the Lol (Letter of Intent) or the agreement, if a Bidder is found by *BVFCL NAMRUP* to have directly or indirectly or through an agent, engaged or indulged in any *corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice* during the entire Process or after the issue of the Lol or Work Order of the execution of the agreement, such Bidder(s) or consultant shall not be eligible to participate in any Bid issued by *BVFCL NAMRUP*.
- 33.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - 33.3.1 "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Bidding Process;
 - 33.3.2 "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - 33.3.3 "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - 33.3.4 "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by *BVFCL NAMRUP* with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
 - 33.3.5 "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- 33.4 BVFCL is committed to a corruption free work environment. All the above purchases, services and commitments of BVFCL will be honoured without the citizen to pay any bribe. In case any person demands any bribe, it is the duty of the responsible person to inform the matter to Vigilance Office, BVFCL, Namrup, P.O.-Parbatpur, Dist.-Dibrugarh, Assam, PIN 786623 (Tel. No. 0374-2507092, 0374-2507167, 0374-2500664 Tele-fax)
- 33.5 **As per clause No. 160(ii) of General Financial Rules 2005, bidder's relevant enquiry regarding bidding conditions, bidding process and/or rejection of bid will be suitably and promptly replied.**

34.0 CONFLICT OF INTEREST:

- 34.1 As stated below in clause No. 10 of Gazette Notification GSR 269(E) dated 30.03.2012 regarding “Obligations of BEE EMPANELLED Energy Auditor”, all Bidders are to satisfy the following stipulations by BEE:
- 34.1.1 For the work of Measurement & Verification, the BEE EMPANELLED **ENERGY SERVICE COMPANY (ESCO)** shall constitute a team comprising of a team head and other members including experts:
- 34.1.2 Provided that a person who was in the employment of a designated consumer within the previous four years, shall not be eligible to perform the work of verification or Measurement -verification for such designated consumer;
- 34.1.3 Provided further that any person or firm or company or other legal entity, who was involved in undertaking energy audit in any of the designated consumer within the previous four years, shall not be eligible to perform the work of verification or Measurement & Verification for such designated consumer.
- 34.1.4 The **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** shall ensure that persons selected as team head and team members must be independent, impartial and free of potential conflict of interest in relation to activities likely to be assigned to them for verification or Measurement & Verification.
- 34.1.5 The **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** shall have formal contractual conditions to ensure that each team member of verification and Measurement -verification teams and technical experts act in an impartial and independent manner and free of potential conflict of interest.
- 34.2 If at any stage during the contract period it is detected by any authority and confirmed by BEE that conflict of interest clause of any of the earlier notifications have been violated by the AEA, the Work Order will immediately be cancelled and no amount will be paid by BVFCL Namrup for the work already done. In such case, the AEA will also be bound to refund the amount paid by BVFCL, if any without any delay.
- 34.3 Penal action may be taken against the AEA through BEE in case of any deliberate violation of conflict of interest clause by the AEA.

=====

PROFORMA OF LETTER OF UNDERTAKING

(To be submitted by the Bidder along with the Bid)

(To be executed on non-judicial stamp paper of Value not less than Rs 100/)

Ref No.**Dated:**

To,
Chairman & Managing Director
BVFC Ltd. Namrup

Dear Sir,

1. I / We have read and examined the following Bid documents relating to the full scope of work for undertaking the Bid process management for selecting the **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)**. Detailed scope of work of the selected Bidder as given in **Clause 3.0** in the Bid Document has been duly studied and accepted.
2. The notice inviting tender for pre qualifying Conditions of Contract Containing Instructions to Bidder, scope of works, payment terms, and manner of submission of Bid document have been read and understood by me/us.
3. I / We hereby submit our Bid in terms of NIT and other documents.
4. I / We undertake to keep our Bid valid initially for a period of 6(six) months from the last date of submission of Bid (i.e. last date up to which Bid is initially kept valid). I/We hereby further undertake that I/We shall not vary/alter or revoke my/our Bid during the said period or extended period if any.
5. I / We also submit herewith the prescribed EMD. BVFCL shall have the right to forfeit the EMD if I / We do not comply with the undertaking given at (3) above.
6. Should this Bid be accepted, I/We also agree to abide by and fulfil all the terms, conditions and provisions of the above mentioned Bid documents. This is further confirmed that there is no conflict of interest in our Bid as stipulated by BEE.
7. I / we have visited the site and we are fully acquainted with the local conditions. Our Bid has taken into account the local conditions.

OR

I / we have not visited the site. However, we un-equivocally confirm that we will not make any claim on the grounds of non-acquaintance with local conditions and factors for execution of the works covered under that Bid documents and technical specifications.

8. I / we hereby declare that no BVFCL employee or his/her relative is/are Partners/Directors with me/us.

Signature along with Seal

Name& Designation _____

Name of Company _____

Witness Signature _____

Name & Address _____

Signature of the Bidder with date and seal**Note: Strike out whichever is not applicable.**

Format for Signing of Agreement
(On stamp paper)

THIS AGREEMENT is made on the..... day of 2014 between Brahmaputra Valley Fertilizer Corporation Limited, Namrup, having its Registered Office at Namrup (Assam) hereinafter called "The Company" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part.

AND

..... a company registered under the Company Act 1956, having its registered office at hereinafter called the "Auditor" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in interest) of the other part.

WHEREAS The Company is desirous for providing **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** services for the job of "engagement of a **BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO)** from the BEE EMPANELLED energy auditing companies for Measurement & Verification and Certification job as detailed in Scope of Work" and have accepted a tender by the Auditor.

Now this Agreement Witnesseth as follows:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the general conditions of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.
 - i. The tender document and letter of acceptance of the tender.
 - ii. The work order No. annexed as annexure..... hereto.
 - iii. All correspondence by which anything added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by The Company to the Auditor hereby covenants provide Measurement & Verification services for the above mentioned work of The Company as per the Schedule of services detailed in this tender document for The Company within the period specified for each activity from date of receipt of work order subject to and in compliance with all conditions specified in documents.
4. The consideration payable therefore by The Company to the Auditor shall be the sum of Rupee..... only payable in lumpsum at the times and in the manner prescribed in the said Work Order, with scope of variations and escalation etc. as included in the said general conditions of Auditor.
5. In witness whereof The Company have caused their common seal to be hereunto affixed and the Auditor has hereunto set it's hand and seal the day and year first above written.

Name of the Company to which the
Work Order has been issued

DY. GENERAL MANAGER (TS)
BVFCL NAMRUP

CONFIRMATION OF TERMS AND CONDITIONS

Enquiry No
 Name of the Bidder
 Offer No

We confirm/ clarify as follows:

Sl. No	DESCRIPTION	BIDDER'S CONFIRMATION / ACCEPTANCE/ COMMENTS
1.	Price basis firm till execution of the contract	CONFIRMED
2.	Price submitted as per price schedule format	CONFIRMED
3.	Validity of bid: as per clause 5.2 of the bid document	CONFIRMED
4.	Fees & payment structure: as per clause 12.0 of the bid document	CONFIRMED
5.	EMD enclosed	CONFIRMED
6.	Bank guarantee against security deposit : as per clause 14.0 of the bid	CONFIRMED
7.	Form II issued to Energy Auditor by BEE	ENCLOSED
8.	Supporting document for being a BEE EMPANELLED ESCO	ENCLOSED
9.	Letter of Undertaking as per Clause 15.5 to confirm No Conflict requirement for BEE rules/guidelines as per Annexure-I .	FURNISHED
10.	Acceptance to terms and conditions of the NIT document in totality	CONFIRMED
11.	Documents in support of Eligibility criteria in Clause 10.0	FURNISHED
12.	PAN / TAN No & other statutory requirement details	FURNISHED
13.	GST registration number	FURNISHED
14.	Contact details like Fax No., e-mail id and postal address of at least two	FURNISHED
15.	It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer; the condition indicated in this summary shall prevail.	

AUTHORISED SIGNATORY OF THE BIDDER:

TITLE :
 DESIGNATION :
 DATE :

TECHNO COMMERCIAL BID FORM

(GENERAL INFORMATION OF THE FIRM & ITS CAPABILITY)

1. Forwarding Letter in Company Letter Head for submission of Bid alongwith a check list of documents enclosed.
 2. Name & address of the Bidder
 3. Telephone No., Mobile No. & Fax No. and e-mail id of the two main contact persons
 4. Whether proprietary/ Partnership/ Limited Company/Consortium
 5. Years of Experience
 6. Full information about the Bidder along with profile of organization.
 7. Composition of team personnel and the task which would be assigned to each team member for this project. CV of the members of the proposed team of BEE EMPANELLED ENERGY SERVICE COMPANY (ESCO) S (AEA) including for each of the team members
 8. Details of relevant experience of the Company
 9. Details of meeting eligibility criteria as specified in NIT
 10. Declaration by the Bidder in his letter head that firm is not blacklisted by any PSU/Govt. body.
 11. Details of EMD enclosed
 12. Details PAN/TAN, GST registration details
 13. Validity of Bid
 14. Terms of Payment
 15. Letter of Undertaking
 16. Confirmation of acceptance to terms and conditions of the NIT document in totality
 17. Complete list of attachments
- NB: ***The above list is not exhaustive but indicative only and the Bidders may include additional points as deemed fit.***

PRICE SCHEDULEEnquiry No
Name of the Bidder
Offer Ref. No

Sl. No	Description of Work	Amount (Rs.)	
		In figures	In words
1.0	<u>LUMP SUM FEE:</u>		
A.	Basic Lumpsum amount payable		
	1. For Namrup-III Plants		
	2. For Namrup-II plants		
	Total of Namrup-II & III plants		
B.	GST@ _____% extra		
C.	Other fees, if any		
D.	Total		

NOTE: Bidder shall furnish the prices STRICTLY as per price schedule format, failing which the offer is likely to be rejected.

AUTHORISED SIGNATORY OF THE BIDDER :
 TITLE :
 DESIGNATION :
 DATE