

## ANNEXURE – I

### GENERAL TERMS & CONDITIONS

#### **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 (Basic Price, Statutory levies, Freight, Delivery Period etc.) and the requisite EMD, if any, should be submitted in a sealed envelope, duly superscribed as 'TENDER NO.' and 'DUE DATE' of opening of bids, addressed to **Materials Manager, BVFCL Namrup, P.O. Parbatpur – 786 623, Dist: Dibrugarh (Assam).**

##### **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, Excise Duty, Sales Tax, Freight, Delivery Period etc. 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).
- 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 VALIDITY OF PRICE BID**

Tenders must be valid for acceptance for three months from the tender opening date.

## **5.0 EARNEST MONEY DEPOSIT (EMD)**

5.1 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. D.D. payable at locations other than Namrup will not be accepted. Bank guarantees in prescribed format from Nationalized Banks/ pledging of FDRs/Govt. Securities or call deposit shall also be acceptable. Cheques would not be accepted in any case. TENDER SUBMITTED WITHOUT EARNEST MONEY DEPOSIT, IF CALLED FOR, WILL BE SUMMARILY REJECTED, WITHOUT FURTHER REFERENCE.

5.2 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.

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

5.4 Earnest Money Deposit will not bear any interest.

## **6.0 SECURITY DEPOSIT**

6.1 Security deposit, if any, called for will be furnished by the successful tenderer, for the faithful execution of the Purchase Order, within 20 days of issue of Purchase Order. Security Deposit will be @10% of the value of the Purchase Order, as detailed below:

6.1.1 If Security is deposited in the form of Crossed Demand Draft, in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED on any scheduled bank payable at NAMRUP preferably State Bank of India, Namrup / UCO Bank, Namrup. D.D. payable at locations other than Namrup will not be accepted.

6.1.2 The tenderer will, however, have the option to furnish a Bank Guarantee from any of the Nationalized or Scheduled Bank excluding Rural and Co-operative Banks, in the proforma specified by BVFCL for Security Deposit. **The Bank Guarantee must be valid till claim period of 6 months after the expiry of the Purchase Order.**

6.1.3 Cheques will not be accepted in any case.

6.2 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. BVFCL will have the sole discretion to Call in the Bank to pay the whole or part of the amount of Bank Guarantee.

6.3 The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the

extension of that section. In the event of any breach of any terms and conditions of the contract, BVFCL will have the right to draw from the Bank guarantee/ security deposit either the whole or part of value of Bank Guarantee or Security Deposit and tenderer will make good the value of Bank Guarantee/Security Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from BVFCL to this effect.

- 6.4 The amount so drawn will not in any way effect any remedy to which BVFCL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing hereupon.
- 6.5 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.
- 6.6 The security deposit will be refunded after contract has been successfully completed and certificate to the effect has been issued by BVFCL. 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 had been finally settled or adjusted.
- 6.7 The security deposit will not bear any interest.

## **7.0 PAYMENT TERMS**

- 7.1 The payment of the material supplied will be made within 30 days of receipt and acceptance of material at BVFCL site by D.D./Cheque/e-payment. However, charges for making D.D. will be to suppliers' account.

Payment through bank may also be considered acceptable particularly in the case of procurement of spares/equipment.

Advance Payment will normally not be accepted. However, in exceptional circumstances, interest bearing advance may be considered against the submission of bank guarantee of equal amount.

For overseas procurement, the payment will be made against the Letter of Credit.

## **8.0 ACCEPTANCE/REJECTION OF THE MATERIAL**

The material will be inspected by the concerned authority of BVFCL and if same is found conforming to the order specification, will be accepted, otherwise rejected.

In case of chemicals, the material will be accepted as per BVFCL Laboratory Analysis and results. The results of BVFCL Laboratory Analysis will be binding on the supplier and payment released according to these results only.

## **9.0 DELIVERIES/LIQUIDATED DAMAGES**

- 9.1 Material is to be supplied as per delivery schedule indicated in the specific NIT.
- 9.2 If the material is not delivered as per specified scheduled, 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.

## **10.0 TRANSIT INSURANCE, TRANSPORTATION AND DEDUCTION OF STATUTORY LEVIES FROM TRANSPORTERS**

- 10.1 Transit Insurance will be arranged preferably by BVFCL.

10.2 In case of FOR dispatch station/ex-works supply the material shall be supplied through the authorized transporter of M/s BVFCL on freight-to-be billed basis. The name of the transporters shall be indicated in the purchase order.

#### **11.0 DIVIDING THE QUANTITIES BETWEEN SUPPLIERS**

BVFCL reserves the right to place Purchase Order on multiple suppliers for quantities which will be distributed amongst the tenderers in fair and just manner at BVFCL sole and unfettered discretion.

#### **12.0 CLEAR UNDERSTANDING**

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

#### **13.0 WARRANTY/GUARANTEE**

If required, the successful tenderer shall furnish Warranty/Guarantee Certificate towards performance and against poor workmanship of material and/or any manufacturing defects, which shall be valid for a period of 18 months from the date of supply or 12 months from the date of installation and commissioning, whichever is earlier.

#### **14.0 INTERCHANGEABILITY GUARANTEE**

If required, the successful tenderer shall furnish Interchangeability Guarantee Certificate that the items are perfectly interchangeable with the original ones so far MOC and dimensional accuracy are concerned.

#### **15.0 MATERIAL TEST CERTIFICATE**

If required, the successful tenderer shall furnish Material Test Certificate for chemical and physical properties of the materials from a government approved test house alongwith the supply.

IBR certificate/Lloyds Test Certificate/Routine Test Certificate/Type Test Certificate, as the case may be, shall be furnished by the party alongwith the supply.

#### **16.0 SECURITY DEPOSIT – cum – PERFORMANCE GUARANTEE**

16.1 Security Deposit-cum-Performance Guarantee, if required, will be furnished by the successful tenderer, for the faithful performance of the Contract, within 15 days of issue of Purchase Order. The Deposit will be @ 10% of the value of the PO.

16.2 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 located at NAMRUP, preferably State Bank of India/UCO Bank, Namrup. D. D. payable at locations other than Namrup will not be accepted.

16.3 The tenderer will, however, have the option to furnish a Bank Guarantee from any of the Nationalized or Scheduled Bank excluding Rural and Co-operative Banks, 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.

16.4 Cheques will not be accepted in any case.

16.5 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.

16.6 The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, BVFCL will have the right to draw from the Bank Guarantee/Security Deposit either the whole or part of value of Bank Guarantee or Security Deposit and tenderer will make good the value of Bank Guarantee/ Security deposit to the extent of the amount so drawn within 15 days of receipt of intimation from BVFCL to this effect.

16.7 The amount so drawn will not in any way effect any remedy, to which BVFCL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.

- 16.8 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 per Para 7.1.0 above.
- 16.9 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 had been finally settled or adjusted.
- 16.10 The security deposit will not bear any interest.

## **17.0 DOMESTIC PRICE/PURCHASE PREFERENCE**

Price/Purchase preference will be given to SSI/PSU as per prevalent Government directives.

## **18.0 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.

### **19.0 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 Central Excise, Sales Tax, PAN, TAN, TIN, ESI, Labour Licence no. EPF registration no. etc wherever applicable.

### **20.0 RISK PURCHASE**

In case supplier fails to supply the material as per BVFCL's requirement and specifications, BVFCL will have the right to purchase the requirement from elsewhere, at supplier's risk and cost.

### **21.0 FORCE MAJEURE**

Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riot, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the Force Majeure clause. On cessation of the Force Majeure the party invoking force Majeure will inform the other party of the period for which the force Majeure condition continued and will also give documentary evidence thereof this effect.

### **22.0 ARBITRATION**

- 22.1 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.
- 22.2 The authority to appoint the arbitrator(s) shall be the International Center for Alternative Dispute Resolution.
- 22.3 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

### **23.0 JURISDICTION**

All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in Dibrugarh court in Dibrugarh district in the State of Assam.

## ANNEXURE-II

To,

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

**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 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.

Dated	Signature of Tenderer or their Authorized Representative	_____
Place	Name & Address of Tenderer	_____
	Phone No.	_____
	Fax No.	_____
	e-mail	_____