

### LOADING CRITERIA

The bidders must accept the terms and conditions stipulated in the NIT, failing which the bid is likely to be rejected at the sole discretion of NFL. However, NFL may at its sole discretion, accept bids having deviation to NIT terms and Conditions by adopting the following loading Criteria.

#### Offers received without EMD:-

EMD amount (absolute value), as required in the NIT shall be loaded on landed cost of total offer value.

#### Payment Terms:

##### Deviation in Payment Terms:

NFL will not make any advance/progressive payments. In exceptional cases, Advance / progressive payments can be agreed subject to payment of interest @ SBI MCLR + 1% and submission of acceptable unconditional Bank Guarantee (BG) of equivalent amount (including interest amount) as per 'NFL' format. The BG shall have sufficient validity, i.e., quoted delivery period + three months. For any advance/progressive payments guidelines of CVC shall be followed. The deviation in differential payment terms with respect to NIT clause shall be loaded as under for interest @ prime lending rate (SBI MCLR) + 1% for the period:

##### (a) Interest calculation against Mobilization Advance.

Sr. Payment Terms Period of Loading

1. Advance against LOI/PO Full delivery period + 30 days

##### (b) Interest calculation on progressive payment.

Interest on Progressive payment shall be calculated on FOB/Ex-works price for the following period:

S. No.	Payment Terms	Period of Loading
Against submission of		
1	Drawing	Full delivery period less one month
2	Against drawing appl.	Full delivery period less one month
3	Against placement of PO for raw material	(a) If delivery period < 8 months Full delivery period less two months (b) If delivery period > 8 months Full delivery period less three months
4	Against Shipment of raw matls	Full delivery period less five months whichever is more
5	Against Receipt of raw materials	Full delivery period less six months or four months, whichever is more
6	Against Payment for dispatch of materials / through bank	
(a)	Foreign Bidders	Three months
(b)	Indian Bidders	Depending on Delivery Conditions viz. Ex-works – one and half months FOR destination – one month
7	Against Payment within 30 days	Nil

-Interest will also be charged on advance payment if supplies get delayed beyond delivery schedule stipulated in the P.O.

- \*Interest on interest-free advance payment, if insisted by the bidder, shall be loaded at applicable prime lending rate (SBI MCLR) + 1% or as may be indicated in the bidding documents.

**- For Other Deviations, Following Loading criteria shall be done:**

**i.Packing and Forwarding (P &F):**

2% of Basic Price if party has not quoted P&F charges i.e. 1% each for packing and or forwarding respectively. Also NFL’s maximum liability to pay such charges shall be limited to the amount loaded for evaluation purposes.

*(Suitable clause is to be incorporated in the NIT/PO, accordingly)*

**ii. Loading of freight in percentage terms as under:**

Inland Transportation Charges:

**A)** In case weights and distances are known for all suppliers:

**i)** FOR SMALLS: Inland transportation charges shall be calculated at the rate of Rs. 5.00 per KM/MT.

**(ii)** FOR TRUCK LOADS: @ Rs. 4 per KM/MT

**B)** While undertaking item-wise evaluation where item wise weights are not available, the following procedure shall be adopted for calculating transportation charges up to NFL site:

S. No.	Distance	Loading
1	Transportation from the vendors – situated within a distance of 400 KMS.	1% of CIF/Ex-works Prices
2	Transportation from the vendors -- situated With-in a distance of 401 to 800 KMS.	2% of CIF/Ex-works Prices
3	Transportation from the vendors -- situated at a distance of more than 800 KMS.	3% of CIF/Ex-works Prices

All Indian parties are required to quote ex-works Price and freight charges up to NFL Site, compulsorily. If all the parties have given freight charges up to site the same shall be considered for evaluation. However, if only some parties have given freight charges, NFL reserves the right to load for such parties who have not quoted freight charges with freight charges as above. NFL’s decision on this regard shall be final and binding on these Bidders.

**iii. Transit Insurance Premium as below:**

**Inland Insurance:** The inland insurance shall be calculated at the rate of 0.15% of CIF/FOR prices.

**For Foreign Bidder:** Transit Insurance @0.11% of FOB/FCA price shall be taken for calculating assessable value for working of the custom duty. The above transit insurance shall not be considered for working out the landed cost.

For arriving at the landed cost, transit insurance shall be calculated @0.15% of (FOB/FCA cost + Ocean/ air freight + P&F + Port Handling + Inland Freight).

For Indian Bidder: To arrive at the landed prices, the transit insurance shall be calculated @ 0.11% of (Basic Price + P&F + GST + other statutory taxes/levies (if any) + Inland Freight) for Indian bidders.

**iv.Loading On Account of Longer Delivery Period**

a) Wherever Bidders quoted delivery is higher than the preferred delivery period as indicated in the ITB document, the following loading criterion shall be applied:

Loading @ 2 % per month on FOB/ Ex-works price for the following periods:

Delivery Quoted

Loading Period

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Foreign/Indian Bidders

(Effective delivery-Preferred delivery)

In order to account for Sea shipment and port clearance time the difference between FOB delivery date and EX-Works delivery date is to be considered as 1.5 months. No credit shall be given for early delivery period. Quoted delivery has to be computed for effective delivery as given below. Preferred delivery for Foreign Bidder has to be as per FOB delivery at port of loading and for Indian Bidder as delivery on ex-works basis.

b) The loading as mentioned at (a) shall not be applied in case the quoted delivery does not meet the project requirement and the Bid shall not be qualified.

**- Calculation of Effective Delivery Period**

The delivery shall be counted from LOI. Wherever the Bidder does not agree to the above condition following criteria will be used for calculating the effective delivery period for evaluation purpose:

<b>Delivery basis as per Bidder offer</b>	<b>Loading in months To be added to quoted delivery</b>
Ex-works basis for Foreign Bidders	15 Days
On readiness for Inspection for Foreign Bidders	1 Month
From receipt of PO	1 Month
From drawing approval	Two months or time indicated for submission of approval, whichever is more.
On receipt of Letter of Credit	2 Months

When the Bidders ask for grace period for applicability of damages, the same shall be added to the quoted delivery period. The delivery period computed on the above basis shall be taken as delivery period for each Bidder for the purpose of evaluation.”

**v. Loading on account of discrepancy in the Warranty / Guarantee Period:**

Wherever bidders quote reduced warranty period, following loading criteria shall be adopted:

[10% of CIF/ex-works price x (No. of Months as per NIT– No. of Months quoted)] / No. of Months as per NIT

**vi. Loading on account of discrepancy in Performance Bank Guarantee:**

<b>PBG Quoted</b>	<b>Loading Criteria</b>
less than 10%	10% - quoted percentage of CIF/Ex-works prices

NOTE: Over-riding Conditions for (v) & (vi) above.

If the sum of (v) & (vi) above is more than 10% of CIF/ex-works prices, then the loading shall be limited to 10%.

**vii. Non-submission of SD:**

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder, for example, NIT calls for bank guarantee for 10%, then loading shall be done as under @ lending rate (SBI MCLR) + 1% , on short fall in Bank Guarantee value agreed by the bidder for delivery period with additional one month period. Bank guarantee for SD Loading Criteria Less than 10%. (10% - quoted percentage) of basic price @ prime lending rate (SBI MCLR + 1%); on short fall in Bank Guarantee value agreed by the bidder for delivery period with additional one month period.

<b>Bank guarantee for SD</b>	<b>Loading Criteria</b>
Less than 10%	(10%- quoted percentage)of basic price @ prime lending rate (SBIMCLR + 1%), on short fall in Bank Guarantee value agreed by bidder for delivery period with additional one month period.

**Viii. Loading for discrepancy in acceptance of Liquidated damages Clause:**

If deviation is noted in quoted damages, the proportionate loading for shortfall shall be added as follows:

<b>Quoted Damages</b>	<b>Loading Criteria</b>
i) 0.5 % per week subject to a ceiling of 5% of total order value.	NO LOADING
ii) 0.5 % per week subject to a ceiling of 2.5 % of total order value.	2.5% LOADING
iii) Damages accepted on undelivered value - Instead of total order value.	2.5% loading
iv) Non-acceptance of damages	5% Loading

In case any of the vendor does not accept our standard L.D clause or accept LD less than a ceiling limit of 5%, loading for balance amount shall be done on the quoted (Ex-works/CIF value) prices.

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