



नेशनल फर्टिलाइज़र्स लिमिटेड

(भारत सरकार का उपक्रम)

National Fertilizers Limited

(A Govt. of India Undertaking)

गोहानारोड, पानीपत-132 106 (हरियाणा)

Gohana Road, Panipat- 132 106(Haryana) India

An ISO-9001, 14001 & OHSAS-18001 Unit



ईमेल: nflpanipat@nfl.co.in
वेबसाइट: www.nationalfertilizers.com

फैक्स : (91)180-2652515

फोन : (91)180-2652481,83,85

Annexure - I

COVERING LETTER OF NIT/INSTRUCTIONS TO THE TENDERER AND TENDER CONDITIONS

Ref No. NFL/PT/TS/GE/ARCNDT/2023-25

Dated: 15.02.2024

To

Sub: Tender for “Annual Rate Contract(ARC) for various NDT Jobs for 2 years (2023-25)”

Dear Sir,

Sealed TENDERS are invited for the work as detailed below:

1.	Name of Work	As mentioned above.
2.	Earnest Money Tender received without EMD is liable to be rejected	Tenderer to submit EMD of Rs 10000.00 (Only Ten thousand only) in the form of crossed Demand Draft/ Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Panipat payable at Panipat. Cheque shall not be accepted in any case.
3.	Cost of Tender form	Tenderer to submit separately Rs 250.00 (Rupees Two Hundred Fifty only) in the form of crossed Demand Draft / Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Panipat payable at Panipat as Tender cost. Cheque shall not be accepted in any case. Separate DDs/Banker's Cheque or Both tender fee and EMD Amount.
4.	Estimated Value of the Work	Rs. 7,10,800.00 (excluding GST as applicable)
5.	Validity of Tender	120 days from opening of tenders for the acceptance
6.	(a) Validity of Contract	24 months
	(b) Time of Completion	As per Scope of work
7.	Last date and Time of issue of Tenders	09.03.2024 11:00 HRS
8.	Last date and time of Receipt of Tenders	09.03.2024 11:30 HRS
9.	Date and time of Opening of Tenders	09.03.2024 11:30 HRS
10.	Place of receipt and Opening of Tenders	Office of : DGM(TS), NFL-Panipat Unit

11. Tender Documents may be downloaded from our website www.nationalfertilizers.com or CPP portal. In case documents are downloaded directly from the said websites, requisite tender fees and EMD shall be submitted along with tender documents in Envelope No 1. Parties are advised to visit NFL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.

12. Tender Documents may also be obtained from the office of undersigned before due date of Tender submission on deposit of Demand Draft / Banker's Cheque of (Rs. 250 only) in favour of NFL payable at Panipat towards cost of Tender Documents (Rs. 50 shall be charged extra for getting tender documents through Post)

13. All requests for interpretation, clarification & queries in connection with Tender shall be addressed in writing to **Deputy General Manager (Technical Services)** at least 7 (Seven) days prior to the closing date of the tender.

14. The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.

15. The rates should be quoted item wise for the complete Scope of Work as per Performa 'Schedule of Rates'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for 120 days from the date of opening of Technical bid for the acceptance.

16. In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be acceptable.

17. The tenderer shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of Rates.

18. National Fertilizers Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender. The tender can be split between two or more tenderer without assigning any reason thereof as per the requirement on case to case basis.

19. Incomplete Tenders or Tenders not accompanied with the required Details / Documents / Tender fee/ EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.

20. Submission of Tenders:

- i) No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
- ii) Tender documents should be submitted along with duly filled in all Annexures.
- iii) The tender will be divided in three parts:
 - a) Earnest money.
 - b) Technical and commercial bid
 - c) Price bid

The above three parts should be enclosed and SEALED SEPARATELY IN THREE ENVELOPES as follows and all the three envelopes shall be super scribed with

- i) Name of Work
- ii) Tender No., and date,
- iii) Date of Opening of Tender
- iv) Name and complete address of the tenderer and
- v) All the said three envelopes should be submitted in one sealed cover by the tenderer super-scribing above stated (i) to (iv) particulars

Envelop No. 1:

Will contain Earnest Money and Tender Fees of amount specified in NIT in the form of DD/ Banker's cheque in favour of NFL Panipat, Payable at Panipat. This envelope should be super scribed "EARNEST MONEY".

Envelop No. 2:

Second sealed envelope super scribed "TECHNICAL AND COMMERCIAL BID" containing the following documents:

Signed copies of complete tender documents, including Proforma for schedule of quantities WITHOUT prices as enclosed & documents as asked in Para 22 along with. Tenderer should sign each copy of these documents in token of acceptance of our terms and conditions.

Envelop No. 3:

Third sealed envelope super scribed, "PRICE BID – DO NOT OPEN" (in RED ink). This envelope should only contain the 'Schedule of Quantities & Rates' / 'Price Bid' with prices given in respective columns against each item, as enclosed herein, duly completed and signed & stamped on each page by the tenderer.

a) The price bid should be submitted clearly inscribing the name of the tenderer in the prescribed Proforma.

All the above three envelopes should be placed and submitted in a single envelope super scribed as "NIT No. Ref. no. NFL/PT/TS/GE/ARCNDT/2023-25 Dated: 15.02.2024, Date of Opening of the tender - 09.03.2024

21. OPENING OF TENDERS:

The Tender shall be opened as under:

Envelop No. 1:

Super scribed 'Earnest Money' and Tender fees containing Earnest Money and tender fees shall be opened first on the Scheduled Date & Time of opening of tenders in the presence of the Tenderers or their representative, who wish to be present at the time of Tender Opening

Envelop No. 2:

Super scribed 'Technical Bid' will then be opened and discussion would be carried out with the respective Tenderers for clarifications, if any.

Envelop No. 3:

Super scribed 'Price Bid' will be opened if technical bid and EMD& Tender fees found in order on the same day or at a later date, which shall be intimated to the Tenderers.

22. The following documents have to be submitted with the offer in the envelope No. 2, failing which the tender will be liable for rejection:

(i) In case the parties are pre- qualified;

- a) Declaration Forms I, II & III (Annexure-II, III & IV)
- b) An Affidavit as per Annexure-VI on Non-Judicial Stamp paper of appropriate value
- c) Notarized/Certified copy Power of Attorney/ Authorization in name of person who has signed the tender documents/bid (in case of Partnership Firm/Company or otherwise as the case may be.

(ii) In case parties are not prequalified, their offer will be considered as per eligibility criteria mentioned in the NIT/Tender. Tenderer shall submit along with the tenders full particulars of their capacity, experience giving the list of similar jobs carried out by them during the last seven years, the complete address or organization for which such works have been executed and also substantiate their claims furnishing the copy of their credentials as per NIT. In the absence of these documents tender will not be considered.

23. NFL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids.

24. Evaluation of offer shall be on overall L-1 basis.

25. All pages shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.

26. No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.

27. The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister / group / Associates Company. In such cases only one of them will be eligible for participating in the tender.

28. While submitting the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.

29. One person will be allowed to represent only one company during discussion/negotiation with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.

30. NFL 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.

31. In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happen to be a holiday / closed day, the tender will be received / opened on the next working day.

32. More than one quotation in a single sealed envelope will not be considered. Not more than one tender shall be submitted by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder .No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.

33. The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.

34. NFL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.

35. NFL shall not be responsible for delay, loss or non-receipt of tender document sent by post.

36. The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL and have a good character.

37. In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the party. NFL shall not be responsible on this account whatsoever.

38. The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from NFL. If at any time such a discrepancy is detected, the contract shall stand terminated without any notice and the security deposit shall be forfeited.

39. The offers received after scheduled date and time of submitting the offer would be out rightly rejected.

40. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, NFL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, NFL shall deem such tender as cancelled, unless the firm retains its character.

41. NFL 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.

42. If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.

43. Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

44. Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.

45. "Bidder shall not be affiliated with a firm or entity:

a) That has provided consulting services related to the work to the NFL during the preparatory stages of the work or of the project of which the works/services forms a part of.

OR

(b) That has been hired (proposed to be hired) by the NFL as an Engineer/ Consultant for the contract."

46. Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XII.

47. The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such "Power of Attorney" should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender."

48. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to NFL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

49. NFL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by NFL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NFL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NFL thereunder.”

50. This letter/instructions shall form part of the contract document and shall be signed and returned along with the tender documents.

51. The Tender shall be addressed to **Deputy General Manager (Technical Services)** National Fertilizers Limited, Panipat.

Thanking You,

Yours faithfully,

DGM (Technical Services)
For and on behalf of
National Fertilizers Limited

Read carefully and accepted.

Signature of the Bidder/ Authorized Signatory

Place: _____ Name & Seal of the Firm/Co.