



NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)
Naya Nangal(Punjab)-140126 India
Materials Department
Phone-+91-6238819569; Fax- 01887-220541
Email: sbali@nfl.co.in, balu@nfl.co.in
NFL Tender Ref : SM/2023/72

Sr. No.	Material Code	Description of Material	UoM	Qty.	Vendor Confirmation (Yes/No/remarks)
1	2646515	Manufacturing testing and supply of thermodynamic steam trap with built in strainer having following specs: Size: 20NB End: SW; MOC: ASTM A473 Gr. CA 40; Operating Temp: 380 DegC or above. Operating Pressure: 33 Bar or above. Outlet pressure: open to atmosphere	NO	50	
Note:					
i. Party shall furnish certificate certifying that the material has been manufactured and tested in conformance with relevant standards and certificates to be furnished along with supply.					
ii. Party have to furnish a Guarantee / Warranty Certificate for all the above mentioned products against defective material / bad workmanship for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In case the material fails during the above Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents.					
iii. Party shall furnish MTC comprising of Chemical composition, Physical properties. The cost of the certification shall be included in quoted prices for above item.					
iv. Acceptable make: TLV, Spirax Sarco & Forbes Marshall make are only acceptable against this tender.					
v. The quoted rates must be inclusive of all i.e GST, Freight, P&F, Transit Insurance, cost of certification charges etc.					

Additional Terms and Conditions:

1. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office IOM no. 6/18/2019-PPD dated 23rd July 2020 & 8th Feb,2021 (**Enclosed**) shall be applicable:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.

Bidder shall be required to give compliance of following clause in the checklist of this tender as follows:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with india; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

2. **Payment Terms:** 100% payment will be paid within 10 days after receipt and acceptance of material at site. **Please be noted that while supplying of material vendor has to mention the NFL Tender Ref No. SM/2023/72 along with the GEM Contract.**

3. **DELIVERIES/LIQUIDATED DAMAGES:**

If the material is not delivered as per specified schedule, NFL reserves the right to either:-

- i. In case of delay in supplies;- accept the goods at its sole NFL discretion after charging liquidated damages @ 0.5% per week or part thereof of the value of stores not delivered, subject to maximum 5% of the order value **Plus GST as applicable on LD Charges**, shall be recovered. However, we reserve our right to cancel the order and/ or purchase the material in open market on your account and at your risk in case of delay in supplies or
- ii. 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.

General Terms & Conditions of Purchase Order and instructions toSuppliers

This order is subject to conditions given in the Notice Inviting Tender, and alsothe following:

1. **PACKING:** While dispatching Stores ordered, it will be the responsibility of thesupplier to sufficiently and properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of Stores packed therein.
2. **MARKING:** Each packing/bundle must be prominently marked with Order No. and packing No.
3. **DISPATCH DOCUMENTS:** An advice note quoting the Order No. shall accompany each consignment. A duplicate advice note along with Railway or Motor receipt must sent to the consignee by Speed Post/Regd. Post acknowledgement due, sufficiently in advance, so that the same reaches the consignee before the arrival of Stores at destination. Any demurrage incurred on account of late or non-receipt of dispatch documents will be recovered fromsupplier. All RRs/GRs must be in the name of National Fertilizers Limited and only where specifically agreed the same can be consigned to self. **Please be noted that while supplying of material vendor has to mention the NFL Tender Ref No. along with the GEM Contract.**
4. **REJECTION:** If the goods dispatched against the Purchase Order are found to be not of correct quality or not according to specifications required as per the Purchase Order or received in damaged or broken conditions or otherwise not satisfactory owing to any reason and of which the Company (National Fertilizers Limited) shall be the sole judge, the Company will entitled to reject the materials, cancel the contract and buy its requirements in the open marketagainst the Purchase Order and recover the loss, if any from the supplier, reserving to itself the right to forfeit the deposit, if any placed by supplier for the due fulfillment of the contract. The supplier will make arrangement to remove the rejected material at his risk and responsibility.
5. **Test Certificate:** All certificates called for under the conditions of the order must be sent by Registered Post/Speed Post/Reputed Couriers. National Fertilizers Limited will not allow any upward revision or prices duringthe period of contract unless specifically stated in the Purchase Order.
6. **FORCE MAJORE:** Neither party shall be considered in default in the performance of their obligations under the contract. If such performance is prevented or delayed or restricted or inferred with by reasons of war, hostilities, revolution, rebellion, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto or because of any act of God. The party so affected, upon giving prompt notice to the

other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period of it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with utmost efforts on cessation of force majeure events. The party invoking force majeure will inform the other party of the period for which the force majeure conditions continued along with authentic documentary evidence in proof of occurrence of Force Majeure events.

7. **SUB-LETTING:** Sub-letting of contract or part thereof is not permissible without the consent of NFL.
8. **BANK CHARGES:** Bank charges shall be to the supplier's account unless specifically mentioned to the contrary or otherwise in the Purchase Order.
9. **Arbitration:** The contract shall be governed by and construed in accordance with the laws of India.

For Indian Parties:

- (a) "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through designated Authority.

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five Crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five Crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrators(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act 1996 and any further statutory modification or re-enactment thereof and the rules made there under.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract.

The seat and venue of arbitration shall be Nangal Unit.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.”

For Foreign Parties:

- (b) “Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause.

The seat and venue of the arbitration shall be at New Delhi, India.

The language of the arbitration shall be English.

This Contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.”

For CPSEs and Government Department:

- (c) All commercial disputes between CPSEs inter se and CPSE(s) and Govt Department(s) Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 Dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/ Organizations shall be included as under:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013- DPE(GM)/FTS-1835 dated: 22-05-2018”.

Checklist			
S.No.	Description	Vendor Response	Remarks
1	Party Name		
2.	Party Contact Person		
3.	Contact No. & Email ID		
4.	Bid Validity (90 days)		
5.	Delivery Period (Bidder to quote)		
6.	LD Clause Compliance (ATC)		
7.	MSME Status		
8.	Compliance of Certificate as per clause no. 1 of ATC		
9.	Payment Terms Compliance as per ATC		
10.	Cancelled cheque, GSTIN, PAN, NEFT Details		