



नेशनल फर्टिलाइजर्स लिमिटेड

दूरभाष/Phone:07544-273050, 273691

(भारत सरकार का उपक्रम)

फैक्स/Fax:07544-273089

National Fertilizers Limited

ई-मेल/E.mail :prvjp@nfl.co.in

(A Government of India Undertaking)वेबसाइट/website: www.nationalfertilizers.com

Vijaipur – 473111, Distt- Guna (MP)

(An ISO 9001:2008, ISO 14001:2004 & OHSAS 18001:2007 Unit)

पंजीकृतकार्यालय: स्कोपकॉम्प्लेक्स, कोरIII, 7, इंस्टीट्यूशनलएरिया, लोधीरोड, नईदिल्ली110003 •दूरभाष01124360066 •फैक्स: 24361553
Regd. Office: Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi 110003 • Tel: 01124360066 • Fax: 01124361553
Corporate Identification No. (CIN): L74899DL1974GOI007417

NOTICE INVITING TENDER

Tender Ref No : NFV/PUR/BIC230043

Due Date : As per GeM

EMD Required :Rs00.00

Terms & Conditions of Notice Inviting Tender

निविदाआमंत्रण सूचना की सामान्य शर्तें एवंनिबंधन

1. The prices should be on FOR NFL Vijaypur Site / Store basis.
2. The rate should be inclusive of all (i.e. Basic Price, Discount (if any), P&F, GST, Freight etc).
3. Our standard terms of payment are within 30 days of the receipt of the material in good condition. NFL shall prefer release of payment by ECS/EFT. **For this, please give your Account No. in any branch of State Bank of India along with its Branch Code** in your Offer and your acceptance for release of payment by ECS/ EFT from our bank, **State Bank of India, NFL VIJAIPUR (Code: 30282), NFL Complex, Vijaipur-473 111, Dist. Guna (MP).**
4. Complete specifications of the Stores offered together with manufacturer's name brand, etc., of each of the item must be given in the quotations and descriptive literature and samples (wherever necessary or required) should be sent along with the quotations.
5. Price and delivery quoted by you must be firm and valid for a minimum period of **180 days** from the due date of opening of quotation.
6. **The tenderer shall quote the price strictly as per the online GeMProforma.**
7. It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either (i) recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or (iii) cancel the contract without prejudice to out rights under (i) & (ii) above.

8. Quotations must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/overwritings. Incomplete quotations are liable to be summarily rejected.
9. We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. We also reserve the right to split and place order on more than one suppliers.
10. **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.**
11. 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.
12. One person will be allowed to represent only one company during discussions/negotiations 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.
13. Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non-acceptance of orders placed based on offers submitted by bidder's on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.
14. Prospective tenderers having any common Partners/Directors/ Managing partners, 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.
15. 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 working day.
16. It shall be certified by the tenderer that none of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately).It shall also be certified by the tenderer that none of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.
17. Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market/other sources and recover the loss, if any, from the supplier reserving to **ourselves** the right to forfeit the security deposit, furnished by the supplier against the contract. The supplier will make his own arrangements to remove the rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.

18. **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, riots, 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 majeure 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.
19. In all cases of disputes, the decision of **National Fertilizers Limited** shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof.
20. **ARBITRATION:** Any, disputes or differences whatsoever arising between the parties and relating to the construction, interpretation, application meaning scope, operation or effect of the contract or the validity or breach thereof shall be settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the SCOPE and the award made in pursuance thereof shall be final and binding on both the parties.

It is agreed by and between the parties that in case a reference is made to the arbitrator or the arbitral tribunal for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the arbitrator or the arbitral tribunal shall not award interest on the awarded amount more than the rate of SBI PLR or actual interest rate paid by the owner (NFL), whichever is lower, prevailing on the date of award of contract.

21. **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 a Court of Jurisdiction in Guna District in the State of Madhya Pradesh.

Sd/-
For DGM (Materials)
National Fertilizers Limited, Vijaipur

Tender Ref No : NFV/PUR/BIC230043

List of Item (Annexure-A)

SI NO	ITEM CODE	DESCRIPTION	UOM	QUANTITY
		Interchangeability certificate and calibration certificates are required along with material.		
1	IO2035060	EMERSON MAKE PH SENSOR 3900-02-10 COMPATIBLE WITH PH TRANSMITTER 1066-PH- 60 FOR LOW CONDUCTIVITY DM WATER.	NO	20

Tender Ref No : NFV/PUR/BIC230043

SPECIAL NOTES:

1. Item being procured is Proprietary in nature of M/s Emerson Process Management India Pvt Ltd. (OEM). Offer will be acceptable only from (OEM) or their authorized representative / dealer / distributor / channel partner. In case offer is being submitted by authorized representative / dealer / distributor / Channel Partner of M/s Emerson Process Management India Pvt Ltd. (OEM) a tender specific valid authorization letter should be enclosed along with your GeM Bid failing which the offer is likely to be rejected.
2. Bidders will be required to submit your comments/confirmation on all the points mentioned in Technical Commercial Bid Annexure-D along with their offer.
3. Bidder to quote / confirm your shortest firm delivery period in your offer.
4. TDS will be deducted from GST payable from the bill in accordance with GST Act/Law. You shall be required to accept the same on the GST portal within 3 days from the due date of filing of TDS return (GSTR7) by NFL to enable us to issue the TDS certificate to you in time. If you fail to accept the same in the GST portal, penalty if any imposed by GST authority will be recovered from you.
5. Our GST Registration details are as under: Taxpayer Trade Name: NATIONAL FERTILIZERS LTD VIJAIPUR GUNA; Taxpayer Legal Name: NATIONAL FERTILIZERS LTD; ID No. 23AAACN0189N2ZB
6. Please provide your GST REGISTRATION details & HSN Code of each item in your Quotation.
7. Please confirm that the material would be properly packed in the event of placement of order.
8. Your Offer should be valid for 180 days from the date of Tender Opening. Please confirm the same in your Quotation or As per GeM Validity.
9. Please confirm your acceptance to our payment terms of 100 percent within 30 days of receipt and acceptance of material at NFL Vijapur Stores by way of ECS/ EFT from our bank, State Bank of India, NFL Vijapur (Branch Code: 30282), Vijapur-473111, Dist. Guna (MP). In this connection, please furnish following details: (i) Your Account Number in any Branch of State Bank of India or any other Bank, (ii) Name of Bank, Branch Name, Address and Branch Code, IFSC/NEFT/RTGS Code and MICR Number.
10. In case you are registered as MICRO/SMALL Enterprise (MSEs) under `The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME.
 - The Micro & Small Enterprises (MSEs) shall be entitled for benefits under the Public procurement Policy for Micro & Small Enterprises subject to the terms and conditions indicated therein for the following:
 - (i) Public Procurement (Preference to Make in India), Order 2020.
 - (ii) Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 as amended on date.
 - (iii) Relaxation of Norms for Startups notified vides Order No. F.20/2/2014-PPD (Pt.) dated 20th September, 2016 of Ministry of Finance, Department of Expenditure, Procurement Policy Division.

Provisions of Public Procurement (Preference to make in India) order 2020 notified vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) shall be applicable.

- In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
- **Registration on Udyam Registration Portal:** MSE bidders are required to register themselves on Udyam Registration Portal, failing which they will not be able to enjoy the benefit as per Public Procurement Policy for MSEs order, 2012 issued by MSME.

11. If a tenderer resorts to any frivolous, malicious or baseless complaint/ allegations with an 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 upto a period of TWO (2) YEARS.

12. **MSME Vendor Payment Through TReDS:**

GoI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

MSME bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to

The detail of RXIL contact person is as below:

Contact Name : Mr. PrajayShukla
Contact No : 8090051171
E Mail ID : prajay.shukla@rxil.in

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures. NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinanced invoice/s of MSME bidders seeking payment from NFL directly shall be processed as per the Standard Payment terms agreed in PO / Contract.

All financing cost for using the facility shall be borne by the MSME bidder only.

(NK Kishore Dass)
Manager (Materials)



Tender Ref No : NFV/PUR/BIC230043

Template for confirmation on Techno-Commercial Points (to be filled & submitted by bidder)

	Name of the Bidder	M/s.	
S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
1	Item Description	As above.	
2	Quantity Required	As above.	
3	Guarantee/ Warranty	The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. In case the material fails during guarantee period due to defective material or bad workmanship, you will have to replace/rectify the same free of cost. The guarantee certificate should indicate our order number and your invoice number. Guarantee Certificate shall be submitted along with despatch documents.	
4	Offer Validity	180 days from bid opening or as per Gem requirement	
5	Price Basis	FOR NFL Vijaipur Site/Stores basis.	
6	Enhancement of Rates after submission of Quotation not allowed	No enhancement of rates will be allowed once the quotation is submitted/accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.	
7	GST	The rate (%) of GST quoted & considered in Total Price to be mentioned by Vendor.	
8	GST Identification Number	Tenderers shall invariably mention the GST Identification Number allotted to them.	
9	HSN Code	Tenderers shall invariably mention the HSN Code of the offered items.	
10	Freight	Paid by Party for supply of material up to NFL Vijaipur Site/Store basis.	
11	Transit Insurance	As per GEM Policy	
12	Payment Term	100% payment within 30 days after receipt & acceptance of material at our site through RTGS.	
13	Delivery Period/Schedule	Please confirm your shortest firm Delivery Period.	
14	Price Firmness	Vendors to confirm that the quoted prices will remain firm till execution of the PO except variations in statutory duties/taxes.	
15	Liquidated Damages for Delay in Supply	It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either: (i) recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or (iii) cancel the contract without prejudice to our rights under (i) & (ii) above.	

16	Packing	Shall be securely packed before dispatch so as to avoid any damage during transit. Please mention Net Weight/Gross Weight/Dimensions and Size of Packages etc. of the item being offered	
17	Mode of Despatch	By road preferably through TCI/ETO.	
18	PAN Number	Vendors to indicate the PAN Number allotted to their firm/company and upload the scan of the PAN Card.	
19	MSMED Registration (For Indian Bidders)	See Annexure I for details. In case no information is given by you, it will be presumed that you are not covered by the MSMED Act and consequently not eligible to the benefits admissible under the Act.	
20	Clear Understanding	When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.	
21	Relationship	It shall be certified by the Tenderers that none of NFL employee is related to Owners/ Directors of their Company/Firm (In case any relative is working in NFL, furnish details separately).	
22	*	It shall be certified by the Tenderers that none of NFL's ex-employee is employed in their Company/Firm (In case any ex-employee of NFL is employed, furnish details separately)	
23	*	It shall be certified by the Tenderer that none of blood relation of the Owners/Directors is participating in this tender in the name of other firm.	
24	Debarment of Tenderers	If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an 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 two (2) years.	
25	Blacklisting/Delisting of Bidders previously	It shall be certified by the Tenderers that they have not been delisted/blacklisted by any Institutional Agency/Govt. Department/Public Sector Undertakings for participation in the Tenders and no other Firm/Sister Concern/ Associate belongs to the same group is participating/submitting the tender against this E-Tender	
26	Award of Contract	Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.	
27	Secrecy	Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.	
28	Compliance to statutory requirements/laws (for Indian Bidders)	The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.	
29	Laws governing Purchase Order	The purchase order shall be governed by the Laws of Union of India for the time being in force.	

30	Subletting of Contract Not allowed	The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.	
31	Disputes	In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof (Applicable for Indian Bidders) and in accordance with Rules of ICC (for Overseas Bidders).	
32	Force Majeure	As per Tender Document.	
33	Arbitration	As per Tender Document.	
34	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 the Courts located at Guna in the Guna district of Madhya Pradesh State.	
35	Acceptance of NIT Terms and Conditions and uploading of complete Set of Tender Enquiry	Vendors will confirm their acceptance to the Terms and Conditions of the NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions.	
36	Any Other Comment / Information /Remarks	No Deviation to the Terms & Conditions of NIT is allowed. Offers with any condition/deviation are liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	
37	Uploading of Other documents	Vendors may upload any other document (if required) and indicate the same.	
38	Bidder's comments on Annexure-D	You will be required to give your comments/confirmation on all the points mentioned in Techno Commercial Bid Annexure-D of our NIT, in your offer.	
39	Purchase Preference under Make in India	Bidders have to furnish the Self Certification form (Ref Annexure-G: Self-Certification Form: Make In India (Local Content)) along with the bid.	
40	Model Clause of Procurement	Bidders have to submit Annexure for Model Clause (Ref Annexure-H: Model Clause Certificate: Public Procurement) along with the bid.	
41	Contact Details of Contact Person	Please furnish contact details of your authorized personnel's for future correspondence in this case (Two Contact Numbers and their e mail Id's)	
42	Proprietary item. Valid authorization certificate	Item being procured is Proprietary in nature of M/s Emerson Process Management India Pvt Ltd. (OEM). Offer will be acceptable only from M/s Emerson Process Management India Pvt Ltd. (OEM) or their authorized representative / dealer / distributor / channel partner. In case offer is being submitted by authorized representative / dealer / distributor / Channel Partner of M/s Emerson Process Management India Pvt Ltd. (OEM) a tender specific valid authorization letter should be enclosed along with your GeM Bid failing which the offer is likely to be rejected.	

43	Interchangeability Certificate	Item being quoted by you will be exactly one to one fully compatible and interchangeable with the existing ones installed at NFL Vijaypur. You will submit Interchangeability certificate to this effect along with dispatch documents at no extra cost to NFL in event of placement of order	
44	Documents	You will submit detailed technical catalogue / technical literature / technical manuals of the quoted item for our Technical evaluation purpose. You will also submit decoding statement along with your offer	

We hereby declare that we have read, understood and accepted all terms & conditions of NIT without any deviation. As a token of same, we are uploading herewith digitally signed Tender Document. Upload duly digitally signed Tender Document.

Self-Certification Form: Make In India (Local Content)

(On Party/Company's Letter Head)

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Vijaipur-Guna (M.P)-473111

Sub: Self Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 16.09.2020

Sir,

This is to certify that M/s.....is a 'Class I Local Supplier'/ 'Class II Local Supplier (Tick appropriate option & cut the other one) 'at the time of tender, bidding or solicitation hereby confirm that the item offered meets the Local Content requirement for Class I Local Supplier' /'Class II Local Supplier' (Tick appropriate option & cut the other one) and the Local Content percentage is.....

I also certify that the bidder M/s..... has not been debarred by any procuring entity from violation of this order.

The address is as below, where the local content/value addition is made:
[Factory Address]

.....
.....
.....

For M/s.....
Authorized Signatory
(with company seal & Name)

Model Clause Certificate: Public Procurement

Certificate regarding Procurement from a Bidder of a country which shares a land border with India

(On Company's Letter Head)

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Vijaipur-Guna (M.P)-473111

Sub: Model Clause Certificate of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020.

Sir,

I.....(authorized signatory) for M/s..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We certify that this bidder M/s..... [Vendor Name & address] is not from such a country.

or,

However, if any bidder falls in the category of bidders as indicated in the Definitions clause at S.no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020, should submit the certificate as under:

We hereby certify that M/s..... [Vendor Name & address] is from such a country and has been registered with Competent Authority (specified in Annexure- I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt.23.07.2020) and further certify that our firm fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.

For M/s.....
Authorized Signatory

(with company seal & Name)