



नेशनल फर्टिलाइजर्स लि. National Fertilizers Ltd.

(A Govt. of India Undertaking भारत सरकार का उपक्रम)
Sibian Road, Bathinda-151003 (Punjab) India
सिवियां रोड, बठिण्डा-151003 (पंजाब) भारत
(An ISO-9001,14001 & OHSAS-18001 Certified Unit)
आई एस ओ-9001,140001 एवं ओसास -18001 प्रमाणित ईकाई

CIN: L74899DL1974GO1007417, URL: www.nationalfertilizers.com

NOTICE INVITING TENDER / निविदा

फारमेट Format : MP-PF-01 / एनपी-पीएफ-01
दूरभाष (Phone) : 0164-2760912
पीबी एक्स (PBX) : 2270261, 2760262
फैक्स(FAX) : 0164-2760270
ईमेल(Email) : ypbhagat@nfl.co.in
रेलवेस्टेशन(Rly Stn) : बठिंडाBathinda
जीएसटीएन (GSTN) : 03AAACN0189N2ZD
बैंकर(Bankers) : स्टेट बैंक आफ इंडिया, सिवियां, बठिंडा
IFS CODE NO : SBIN0003591

Regd. Post/ पंजीकृत डाक/ BY POST / डाक

ordinary post

Tender Ref No : NFB/PUR/SI/230028/2413961

Date : 07/03/2024

M/s SIEMENS LIMITED,
54/D-9, VILLAGE
KISHANGARH,
NEW DELHI 70
Delhi (U.T)

Due Date : 05/04/2024

EMD Required : Rs 25000.00

प्रिय महोदय/Dear Sir,

संलग्नक -1 में वर्णित सामग्री की आपूर्ति हेतु मोहरबंद निविदाएं आमंत्रित हैं। निविदाएं इस कार्यालय में निर्धारित तारीख के पूर्व या निर्धारित तारीख को सायं 2.30 बजे तक पहुंच जानी चाहिए। निविदाएं उसी तारीख को सायं 3.00 बजे, उन निविदाकारों की उपस्थिति में जो निविदा खोलने के समय मौजूद रहना चाहते हैं, खोली जाएंगी। Sealed Tenders are invited for the supply of materials as mentioned in the Annexure-I. The tender should reach this office on or before 2.30 p.m. on due date. The tenders will be opened at 3.00 p.m. on the same date in the presence of those tenderers, who may wish to be present

1 मोहरबंद लिफाफा मुख्य प्रबन्धक (सामग्री), नेशनल फर्टिलाइजर्स लि0, बठिंडा को संबोधित किया जायेगा और उसके उपर (1)निविदा संख्या (2) निविदा खोलने की तारीख (3) निविदाकार का नाम एवं पता स्पष्ट रूप से लिखा जायेगा। एक लिफाफे में एक से अधिक निविदा प्रस्ताव नहीं होनी चाहिए। Sealed Envelope shall be addressed to Chief Manager (Materials) and shall be superscribed with our (i) Tender No., (ii) Tender Opening Date (iii) Name and address of the tenderer. One envelope should not contain more than one offer.

2 पार्टी को सामग्री का इन्डियोरेंस कवरेज की आवश्यकता नहीं है क्योंकि सभी आने वाले सामान हमारी 'ओपेन मैराइन इन्डियोरेंस पालिसी' के अंतर्गत कवर होते हैं। ट्रांजिट इन्डियोरेंस की कीमत को आफर में दे दी गई दर में शामिल नहीं करना चाहिए। Material need not be insured by parties as all our incoming consignments are covered under our open marine insurance policy. Charges for transit insurance may be excluded from your quoted rates.

3 जो निविदा बिना मोहरबंद/स्टैपल की हुई/ खुली हुई हालत में या फैक्स/ ईमेल द्वारा प्राप्त होती है या बिना निविदा संख्या संदर्भ के प्राप्त होती है जिन्हें निर्धारित तारीख से पूर्व खोलना पड़ता है, ऐसी हालत में जोखिम एवं गोपनीयता खोने का उत्तरदायित्व निविदाकार पर होगा।

For Tenders received in unsealed/stappled/open condition or received through FAX/E-Mail or without superscription, resulting in opening of tender before due date, the risk and responsibility of losing confidentiality shall rest with the tenderer.

4 विलंबित/दर से प्राप्त ऑफर (बोलियाँ)- विलंबित/ लेट ऑफर वे आफर है जो निविदा में निर्धारित तिथि/समय के बाद प्राप्त होती हैं/ इन आफर / प्रस्तावों को सीधे अस्वीकृत कर दिया जाएगा और मूल्यांकन के लिए आगे इस पर विचार नहीं किया जायेगा।

Delayed/Late offers (bids)- Delayed/Late offers are those offers, which are received after the due date/time as proclaimed here in NIT. These offers will be straightforward rejected and will not be considered further for evaluation.

5 रेट को एक ओर आर बठिंडा के आधार पर कोट करना चाहिए। पी एंड एफ प्रभार, जी एस टी एवं बठिंडा तक का भाड़ा यदि अतिरिक्त प्रभार के रूप में देय हो तो उसका उल्लेख स्पष्ट रूप से किया जाये। पार्टी को अपनी आफर में कीमत ब्रेकअप देना होगा जिसमें लगने वाले संवैधानिक करों का उल्लेख होगा। Rates must be quoted on FOR Bathinda basis, P&F Charges, GST and Freight upto Bathinda if, charged extra must be clearly mentioned. However, breakup of prices giving applicable rates of statutory levies may be given in the quotation.

6 यह आपूर्तिकर्ता के लिए अनिवार्य होगा कि वह कोट की गई सुपुर्दगी तारीख जो कि हमारे द्वारा स्वीकृत की गई है, का सख्ती से पालन करे। यदि डिलवरी तारीख तक क्रय आदेश के अनुसार आपूर्ति न करने पर या आंशिक आपूर्ति करने पर पार्टी के विल से या उसके किसी भाग से 1/2 प्रतिशत प्रति सप्ताह की दर से (अधिकतम आर्डर वैल्यू का 5 प्रतिशत तक) पेनाल्टी+जीएसटी (जैसा लागू) काट ली जायेगी। एन एफ एल भी अधिकार सुरक्षित रखती है कि (1) क्रय आदेश को निरस्त कर दे और ई एम डी/एस डी यदि कोई हो तो उसे जब्त कर ले और/या (2) संवैधानिक उपचार के बिना किसी भेदभाव के पार्टी की रिस्क एवं कीमत पर सामग्री किसी दूसरे स्रोत से खरीदे।

It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. Failure to execute the order or part thereof within the delivery period will make the supplier liable for deduction of penalty @ 1/2 % per week from their bills or part thereof subject to maximum of 5% of order value +GST (as applicable). NFL also reserves its right to either (i) Cancel the PO and forfeit the EMD/SD, if any and/or (ii) purchase the material from alternate source at risk and cost of supplier without prejudice to our rights of legal remedies.

7 निविदाकार को विशेष रूप से इस बात की पुष्टि करनी चाहिए कि उसने निविदा के दूसरी तरफ छपी सामान्य निबंधन एवं शर्तों को एवं निविदा के साथ संलग्न विशेष निबंधन एवं शर्तों को स्वीकार कर लिया है। Tenderer must specifically confirm, acceptance to (i) General Terms & Conditions of NIT printed overleaf, and (ii) Special Terms & Conditions enclosed with this NIT.

8 निविदा के दूसरे पृष्ठ पर छपी सामान्य निबंधन एवं शर्तों को एवं निविदा के साथ संलग्न विशेष निबंधन एवं शर्तों में अंतर्विरोध होने की हालत में विशेष निबंधन एवं शर्तें मान्य होंगी। In the event of any contradiction between General Terms & Conditions printed overleaf and Special Terms enclosed with this NIT, the latter shall prevail.

9 यदि कोई निविदाकार रेट कोट नहीं करना चाहता है तो उसे रेट कोट न करने का कारण बताते हुए एन एफ एल को सूचित करना चाहिए। यदि कोई निविदाकार बार बार रेट कोट नहीं करता है तो हमें उसका नाम वेन्डर सूची से काट देने के लिए बाध्य होना पड़ेगा। IN CASE A TENDERER IS NOT INTERESTED TO QUOTE, A REGRET LETTER GIVING REASONS FOR THE SAME MUST BE SENT TO N.F.L. IN CASE ANY TENDERER REGULARLY ABSTAINS FROM SUBMITTING QUOTATION, WE MAY BE CONSTRAINED TO DELIST THE TENDERER FROM OUR VENDOR LIST.

10 यदि कोई निविदाकार निविदा प्रक्रिया को प्रभावित करने के लिए या विलंब/बाधित करने के लिए या प्रचार कनवेंसिंग करने के लिए किसी तुच्छ, दुर्भावनापूर्ण या निराधार शिकायत/आरोप/हेराफेरी करता है तो एनएफएल यह अधिकार सुरक्षित रखता है कि इस तरह के निविदाकार को वर्तमान/भविष्य निविदाओं में उसकी भागीदारी को 2 वर्ष की अवधि तक रोक लगा सकता है।

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 2 years.

11 किसी तरह का विवाद होने की स्थिति में अंग्रेजी का प्रारूप ही मान्य होगा। In case of any dispute, English version will prevail.

http://10.4.111.3:8080/servlet/com.nfl.controllers.servlet.DispatcherServlet?process=showR... भवदत्त/8/2024

कृते नेशनल फर्टिलाइजर्स लि0 / For National Fertilizers Limited

मुख्य प्रबन्धक (सामग्री) / Chief Manager (Materials)

निविदा की सामान्य शर्तें एवं शर्तें/ GENERAL TERMS & CONDITIONS OF NOTICE INVITING TENDER

- 1 प्रस्ताव आपके लैटर हेड पर पूर्ण विवरण एवं सभी वाणिज्यिक शर्तों के साथ प्रस्तुत किया जायेगा। The offer shall be submitted on your letter head giving full details and all commercial terms.
- 2 प्रत्येक मद के सामने रेट स्पष्ट रूप से शब्दों एवं निसिती में लिखा जायेगा। सभी कटौत एवं अतिरिक्त पर लिखित आपके हस्ताक्षर होंगे। Rates against each item shall be given legibly in words as well as in figures. All cuttings/overruns duly signed by you.
- 3 रेट निविदा में दी गई मापक इकाइयों के अनुसार होगी जैसे किलोग्राम, मीटर, संख्या, सेंट इत्यादि। Rates must be quoted in the 'unit of measurement' as per our NIT, i.e., No./Kg./Meter/ SET etc
- 4 एक मद के लिए एक से अधिक निविदा प्रस्ताव को तुरंत अस्वीकृत कर दिया जायेगा। MULTIPLE RATE QUOTATIONS AGAINST SINGLE ITEM / WORK SHALL BE REJECTED FORTHWITH.
- 5 एन एस आई सी के अंतर्गत नियमित का दायर करने वाली पार्टी एकल बिंदु पंजीकरण प्रमाणपत्र की फोटोकॉपी संलग्न करेगी। Parties claiming concession under N.S.I.C. should attach Photostat copy of valid single point registration certificate.
- 6 यदि किसी निविदाकर्ता का कोई संबंधी या कंपनी या फर्म होने की स्थिति में उसका एक या एक से अधिक शेयरहोल्डर या शेयरहोल्डर का कोई संबंधी एन एल से कार्यरत है तो निविदाकर्ता को निविदा प्रस्तुत करते समय उसका नाम एवं पता देना होगा अन्यथा एन एल एल अपनी स्वेच्छा से उसका निविदा अस्वीकृत कर सकती है या संबंधी रद्द कर सकती है।
- 7 A tenderer or contractor have a relationship or in case of a firm or Company of contractor's one or more of its shareholders or relations of shareholders employed in the N.F.L., the tenderer must disclose the names of such relation's while submitting his offer, failing which, N.F.L. may at its sole discretion reject the tender or rescind the contract.
- 8 निविदा के स्वीकृत या अस्वीकृत होने के संबंध में एन एल एक कोई प्रचारक स्वीकार नहीं करेगी। एन एल एक निविदा के अस्वीकृत होने के कारणों को निविदाकर्ताओं को बताने के लिए भी बाध्य नहीं है। No correspondence will be entertained with regard to acceptance or rejection of an offer. N.F.L. is also not bound to disclose the reasons for rejection of the offer to the tenderers
- 9 निर्देशानुसार निविदा प्रस्ताव नहीं प्रस्तुत करने पर इसे अस्वीकृत कर दिया जायेगा। OFFERS not submitted as per instructions are liable to be rejected.
- 10 हमारी भुगतान की शर्तें सामग्री आपूर्ति होने के पश्चात 30 दिनों के अंदर 100 प्रतिशत भुगतान ई-पेमेंट द्वारा किया जाएगा (अगर सामग्री स्वीकार्य है)। टीबीएस, अगर कोई लागू हो, तो सरकार के नियमों के अनुसार घटया जाएगा।
PAYMENT: Our payment terms are 100% within 30 days of receipt (subject to acceptance) of materials by E-payment TDS, if applicable will be deducted as per Govt. Rules
- 11 (क) कोट की गई कीमत एक ओर आर बटिडा एवं बैंक द्वारा अनुमोदित सड़क परिवहन कंपनी के आधार पर होगी।
(ख) कोट की गई कीमत में लागू कर एवं शुल्क शामिल नहीं होंगे। लागू जी एस टी की दर एवं इसकी श्रेणियाँ (आईजीएसटी, एसजीएसटी, सीजीएसटी, यूजीएसटी) वस्तु के एचएसएन कोड/सेवा का एसएसी कोड एवं अपनी कंपनी के जीएसटीआईएन पंजीकरण संख्या के साथ लिखित रूप में दी जायेगी।
(घ) आप जीएसटी अधिनियम एवं नियमों के अंतर्गत निर्धारित उचित इनवायस एवं अन्य सभी प्रलेख इस तरह के रूप और तरीके से एन एल को प्रदान करेंगे ताकि एनएफएल इनपुट टैक्स क्रेडिट सेट ऑफ, क्लूट या वापसी का दावा करने के लिए सक्षम हो सके।
(a) The quoted prices should be FOR Bathinda by bank approved Road Transport Co.
(b) The prices quoted shall be exclusive of taxes and duties as may be applicable. You shall indicate applicable GST rates and its category (IGST, SGST, CGST, UGST), alongwith HSN Code of item/ SAC Code of service and GSTIN Reg No of your company.
(c) You shall provide proper invoice and all other documentation in such form and manner as may be prescribed under the GST Act and rules enabling NFL to claim input tax credit set off, rebate or refund.
- 12 यदि किसी कारणों से कोट की गई कीमत एक ओर आर प्रेषण स्थान से सुपुर्दगी के लिए है तो किराया भाड़ा एवं सामान का कुल भार स्पष्ट रूप से कोटेशन में लिखना चाहिए। यदि रेट एक्स-फैक्ट्री/एक्स-गोड्डाउन के आधार पर कोट लिखे गये हैं तो डेय पैकिंग एवं फार्वार्डिंग प्रभार का विशेष रूप से उल्लेख करना चाहिए। If for any reason, prices tendered are for delivery FOR despatching station, the freight charges together with the gross weight of the material should be clearly mentioned in the quotation. In case the rates quoted are ex-godown/ex-factory, the packing and forwarding charges, leviable, may be specifically indicated.
- 13 वैधता: आप के द्वारा कोट की गई कीमत एवं सुपुर्दगी की तारीख स्थिर होनी चाहिए एवं टेंडर खोलने की तारीख से कम से कम 90 दिनों के लिए वैध होनी चाहिए। VALIDITY: Price and delivery quoted by you must be firm and valid for a minimum period of 90 days from the Tender opening date.
- 14 एन एल एक कोट के पास यह अधिकार सुरक्षित है कि वह किसी भी निविदा को पूर्ण या आंशिक रूप से बिना किसी कारण बताये अस्वीकार कर दे। एन एल एक कोट के पास यह भी अधिकार सुरक्षित है कि वह किसी भी क्रयदेय को एक से अधिक हिस्सों में एक से अधिक पार्टियों को दे। NFL reserves the right to accept or reject any quotation in full or in part without assigning any reason therefor. NFL also reserves the right to split and place order on more than one supplier.
- 15 (क) एक बार निविदा स्वीकार होने के बाद या क्रयदेय देने के बाद रेट में किसी भी तरह की बढ़ोतरी की अनुमति नहीं होगी। कोटेशन से मुक्तने पर पेशगी जत कर ली जायेगी, यदि कोई है तो एवं या रिस्क पर्यंत संबंधित उद्यमों के हमारे अधिकारों के अन्तर्गत बिना किसी भेद भाव के होगा।
(ख) निर्धारित सुपुर्दगी तारीख के बाद पार्टी द्वारा सुपुर्दगी एक्स-गोड्डाउन मॉड में कर आदि में हुई वृद्धि के कारण किसी तरह के कीमत में वृद्धोत्पत्ती करने की अनुमति नहीं दी जायेगी।
(a) No enhancement of rates will be allowed once the quotation is accepted and the order is placed. Withdrawal from the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice of our rights of legal remedies.
(b) No escalation will be allowed due to any increase in duties/levies in case of extension in delivery period sought by the parties beyond stipulated delivery period.
- 16 एन एल कोट के पास यह अधिकार सुरक्षित होगा कि वह निविदा खोलने की तारीख या समय को ओर आगे बढ़ सकता है एवं समय से निविदाकर्ता को संशोधित तारीख एवं समय को सूचित करेगा। 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.
- 17 यदि किसी अदृष्ट परिस्थिति में निविदा प्राप्त करने या खोलने की तारीख पर अवकाश या आरिफ्ट होना है तो निविदा को अगले कार्यदिस को प्राप्त किया जायेगा एवं खोला जायेगा। 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.
- 18 यदि सड़क परिवहन माध्यम से सामान प्रेषित किया गया है तो कनसिग्नमेंट को "स्वयं" के आधार पर न भेज कर "एन एल एकल बटिडा" को माल भेजा जायेगा। In case of dispatch of material through road transport, consignment shall be consigned to 'NFL BATHINDA' and not on 'SELF' basis.
- 19 क्रयदेय में दी गई निबंधन शर्तों एवं निर्देशों के अनुसार कमाजत न प्रस्तुत करने पर यदि कमाजत रिटायरमेंट में देरी होती है और उसके कारण विलंब शुल्क या स्थान शुल्क (डिप्लोमेटिक वॉरफेज) पड़ना है तो उसका भुगतान टेंडर द्वारा किया जायेगा। येसी हालत में इतिनी पत्रों के लिए कमाजत को प्रस्तुत किया गया है उसे 10 प्रतिशत कम कीमत पर कमाजत को पुरावा जायेगा। भुगतान योग्य बकाया धनराशि यदि कोई है तो उसका भुगतान माल के साइट पर प्राप्त एवं स्वीकृत होने के बाद किया जायेगा। Demurrage/wharfage shall be payable by the vendor, if there is delay in retirement of documents due to non-presentation of documents as per instructions/terms and conditions contained in Purchase Order. In such case, documents shall be retired for 10% less value than those for which the same have been presented. Balance amount payable, if any, shall be released after receipt and acceptance of materials at our site.
- 20 सामान का निरीक्षण हमारी साइट पर किया जायेगा जो कि अंतिम होगा। एन एल एकल किसी तरह का पूर्ण प्रेषण निरीक्षण पार्टी के कर्मचारियों पर नहीं करेगा जबतक कि स्पष्ट रूप से इसका उल्लेख क्रयदेय में न किया गया हो। Inspection of material shall be made at our site, which shall be final. NFL shall not carryout pre-dispatch inspection at party's works/shop unless otherwise stated in the Purchase Order.
- 21 हमारी निविदा के प्रति उत्तर में दिये गये आप के कोटेशन के आधार पर दिये गये क्रयदेय के बाद यदि यह पता चलता है कि निविदा गयी सामान सही गुणवत्ता का नहीं है या क्रयदेय में दिये गये स्पेसिफिकेशन के अनुसार नहीं है या बहिष्कृत हालत में प्राप्त हुआ है या अन्यथा किसी अन्य कारणों से संतोषजनक स्थिति में नहीं है जिसका निर्णय केवल एन एल एकल करेगी, तो सामान को अस्वीकृत करने का हमें अधिकार होगा, संविदा को निरस्त कर देंगे एवं सामान को अन्य श्रोत से खरीदेंगे एवं किसी तरह का नुकसान होने पर आप से वसूल करेंगे एवं सेवोयोरिटी डिपॉजिट जमा करने का हमारा अधिकार सुरक्षित रहेगा। अस्वीकृत सामान को सलायर निर्देश देने के एक पचासवें के अंदर हटा लेना। उसके बाद सामान पूरी तरह सलायर की रिस्क एवं जिम्मेदारी पर होगा एवं भंडारण खर्च एवं अन्य खर्चों को लागू होंगे के साथ सलायर से वसूल किया जायेगा।
Subsequent to an order being placed against your quotation, received in response to this NIT, if it is found that the materials supplied are not of the right quality or not as per our order specifications or received in damaged condition or otherwise not satisfactory owing to any reason of which NFL shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from open market or other sources and recover the loss, if any, from you reserving to ourselves our right to forfeit the security deposit, furnished by the supplier against the contract. Supplier will 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.
- 22 Conciliation & Arbitration:-
Except Where Otherwise Provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of designated Unit Head/ E.D/ Functional Director/ Chairman & Managing Director, National Fertilizers Limited Or His/Her Nominee.
The Arbitration & Conciliation Act, 1996 Or any statutory modification of re-enactment thereof and the rules made there under shall govern the arbitration proceedings.
The Contractor hereby agrees that he shall have no objection if the arbitrator so appointed is an employee of NFL and he had to deal with the matter to which the contract relates and that in the course of his duties as such he has expressed his views on all or any of the matter in dispute or differences.
If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.
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 arbitral tribunal shall not award interest on the awarded amount more than the rate sbi plr/base rate as applicable to nil on the date of award of contact.
Arbitration for Foreign Vendors/Parties: Arbitration provision in accordance with the rules of International Chamber of Commerce (ICC) Will be applicable which may be as under:- "All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, India by one or more arbitration appointed in accordance with the said Rules".
Arbitration for PSEs and Government Department:- In case of Contract with other PSEs / Government Department as described in circular NFL/LAW/64 dated 17.03.2016 the arbitration shall be through PMA, DPE. For ready reference, The Arbitration Clause in that case shall be as follows:- "In the event of any disputes or difference relating to the interpretation and application of the provision of the contracts, such disputes or difference shall be referred by either party for Arbitration to the sole Arbitration in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the disputes will share the cost arbitration as intimated by the Arbitrator. Seat of Arbitration shall be Bathinda.
- 23 इकाइयों के सभी मामलों में, नेशनल फर्टिलाइजर्स लिमिटेड का निर्णय अंतिम होगा एवं ऐसा न होने पर मामलों को भारतीय मध्यस्थता अधिनियम एवं उनमें हुए संशोधनों के अन्तर्गत मध्यस्थता के लिए भेजा जायेगा।
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
- 24 अप्रत्याशित घटना (फोर्स मेज्योर) : क्रय आदेश में दी गई सुपुर्दगी अवधि का कड़ाई से पालन किया जाना चाहिए और आम तौर पर सुपुर्दगी अवधि को आगे बढ़ाया नहीं जाएगा।
हालांकि, यदि अनुबंध के दौरान किसी भी समय कार्यनिष्पादन पूरे या आंशिक रूप में अनुबंध की किसी भी पार्टी के द्वारा या तो रोका जाएगा या किसी भी युद्ध, शत्रुता, सार्वजनिक दुरमन, सिविल हंगामा, तोड़फोड़, आग, बाढ़ के कृत्यों के माध्यम से देरी, विस्फोट, महामारियाँ, हमलों, ताला बहिष्कार या देवताओं के कृत्यों की घटना की तारीख से 21 दिनों के भीतर ऐसी किसी भी पार्टी द्वारा अन्य पार्टी को सूचना प्रदान की है, तो वह अनुबंध को समाप्त करने के हकदार नहीं होगा और न ही पार्टी इस तरह के कार्यनिष्पादन में हुई देरी में अन्य के खिलाफ नुकसान के लिए कोई दावा होगा और सुपुर्दगी के अनुबंध के तहत घटना के अंत में कार्य को व्यवहारिक रूप में पुनः प्रारम्भ किया जायेगा। कार्यनिष्पादन में अनुबंध के पूर्ण या आंशिक तौर पर 60 दिनों से अधिक बिलम्ब होने पर कोई भी पार्टी अनुबंध को खत्म करने के लिए विकल्प दे सकता है।
FORCE MAJEURE: The delivery period indicated in the Purchase Order should be strictly adhered to and normally no extension in delivery would be granted. However, if any time during the currency of the contract the performance in whole or in part by either party of any obligation under the contract shall be prevented or delayed by way of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, strikes, lock outs or acts of Gods, provided notice of any such happening is given by either party to the other within 21 days from the date occurrence thereof neither party shall, by reason of such event, be entitled to terminate contract nor shall either party have any claim for damage against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after the event has come to an end, ceased to exist, provided that if performance in whole or part of the contract is prevented or delayed for a period exceeding 60 days either party may at its option, terminate the contract.
यहूया यह सुनिश्चित करें कि आप एन एल एकल एन एस आई सी अधिनियम के अन्तर्गत आते हैं कि नहीं एवं यह भी बतायें कि आप माइक्रो, मीडियम एवं स्मॉल एंटरप्राइजेज में से किस श्रेणी में आते हैं।
Please confirm whether you are covered under MSMED Act and also mention category whether you are a Micro, Medium or small enterprises.
- 25 निविदा से संबंधित सभी झगड़े बटिडा न्यायालय के न्याय क्षेत्र के अर्धीन होंगे। DISPUTES: All disputes in respect of this tender are subject to the jurisdiction of courts at Bathinda.
- 26 किसी तरह का विवाद होने की स्थिति में अंग्रेजी वर्जन मान्य होगा। In case of any dispute, English version will prevail.

8/3/29

Sd/- मुख्य प्रबंधक (सामग्री) CHIEF MANAGER (MATERIALS)
कृते नेशनल फर्टिलाइजर्स लिमिटेड / National Fertilizers, Bathinda



List Of Items

MIT NO : NFB/PUR/SI/230028/2413961

Date :07/03/2024

NFL Bathinda

Print Date: 07/03/2024

| S.No | Description | UM | Quantity |
|------|---|----|----------|
| 1 | Complete BN3500/64M Dynamic Pressure Module consisting of main Module- 176449-05, Siemens P/n- 1CSA8740-1 and IO module-140471-02, Siemens P/n- 1CSA9403-1. | ST | 1.000 |
| 2 | BN3500/91, Gateway IO module, BN P/n - 161216-01, Siemens Part no- Å?Å E1B100065810 | ST | 2.000 |

Pl confirm acceptance of additional terms and conditions as indicated below while submitting your offer

S.No. Terms And Conditions

- GEM PORTAL : As per office Memorandum No. DPE-7(4)/2007-Fin of Heavy Industries & Public Enterprises Department of public Enterprises (Government of India), Maximum procurements are required to be made on GeM portal. NFL BATHINDA is already registered with GeM Portal and procuring various goods on GeM Portal. Therefore, you are requested to register yourself on GeM portal as in future maximum procurement will be done on GeM portal only.
- MSMED : 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. Further you are also requested to get registered your self mandatory on TReDS Portal.
- WARRANTY /GUARANTEE : You shall furnish Warranty /Guarantee Certificate against bad workmanship of material and/or any manufacturing defect valid for a period of 18 months from the date of supply or 12 months from the date of installation, whichever is earlier. In case the material fails during Warranty /Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost. The Warranty /Guarantee certificate should indicate our order number and your invoice number.
- FIRM PRICES : Prices shall remain firm till complete execution of PO and no revision in prices shall be allowed after PO placement.
- OFFER VALIDITY : Your offer must remain valid for acceptance for 90 days from the date of opening of tender and this must be confirmed in your offer.
- PAYMENT TERMS : Payment shall be released within 30 days after receipt (subject to acceptance) of material at our site. Advance payment or 100% payment through bank shall not be accepted.

8/3/24



BANK DETAILS FOR EFT PAYMENT : State Bank of India, Sibian Branch is situated in NFL Complex and now become a Core Banking Branch and have facility of E-payment i.e. direct transfer of payment from this branch to the partys Core Banking Account. Tenderer or Party is requested to provide their 11 digit Core Banking Account No., Branch Name, Branch Address and RTGS/IFSC code enabling NFL to arrange the transfer of due payment in their account directly through our SBI Branch situated in NFL Sibian complex. Any Bank Charges for this facility of direct credit by State Bank of India, Sibian to their bank account will be borne by the party or tenderer.

- 8 **GST Compliance :** i) The price quoted shall be exclusive of all taxes and duties as may be applicable presently or imposed by Government of India from time to time. ii) The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the HSN code of item / SAC Code in case of service and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). iii) For dispatches effected from 01/07/2017 (date of implementation of GST), the bidder / supplier shall provide a proper invoice in the form and manner prescribed under relevant section of GST Act. iv) Bidder/Supplier shall have valid GSTIN / GST, Provisional ID and provide Invoice and all other documentation (such as E Way bill, transportation copy of invoice, etc.) in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relations to payment of GST.
- 9 **INTERCHANGEABILITY :** You must confirm interchangeability of the quoted items with the existing installed in our plant and also confirm to submit Interchangeability certificate for the same along with supply.

10 13.1.0 Earnest Money Deposit

13.2.1 Tenderers must submit Earnest money deposit of Rs.25,000/- (Rupees Twenty five thousand only). The Tenderers will have to submit the EMD in the form of:

(i) E-Transfer of EMD through RTGS/NEFT are as follows:

- **NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA**
- **Account Type: Cash Credit**
- **Account No: 11430301916**
- **IFSC Code: SBIN0003591**

Note: Kindly mention your company name in remarks/narration while submitting EMD thru NEFT/RTGS and also mention UTR no and date in your offer.

OR

1. A Bank Guarantee from a Scheduled Indian Bank (except Gramin/ Cooperative Banks) as per our prescribed format (see Annexure-VI). The Bank Guarantee should be valid for a period of Six Months and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (the details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module). The bank guarantee should be submitted by bankers directly to NFL in a sealed envelope and not through any vendor / contractor.
2. The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:
 - (i) IFN 760 COV for issuance of Bank Guarantee.
 - (ii) IFN 767 COV for amendment of Bank Guarantee.
 - (iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.
 - iv) Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV / IFN 767 COV..

Cheques shall not be accepted in any case.

13.2.2 Tenders without Earnest Money Deposit are liable to be rejected at the sole discretion of NFL. In case of submission of EMD through RTGS/NEFT or Bank Guarantee, it should be ensured by the vendor that the UTR Number/original Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of RTGS/NEFT remittances/ Bank Guarantee given online by the vendors.

8/3/24

Bidders having valid NSIC certificate may be exempted from the submission of EMD. Micro and Small Enterprises (MSE) as at (a) of attached sheet titled 'BENEFITS TO MICRO, SMALL ENTERPRISES (MSE)' shall also be exempted from paying EMD.

Earnest Money shall be forfeited at the sole discretion of NFL in case tenderer after intimation from NFL 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 price and/or terms and conditions of the tender within validity period.

13.2.5 Earnest Money of the successful tenderers shall be returned on submission of security deposit.

13.2.6 Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible after finalization of tender.

13.2.7 No interest will be paid on the Earnest Money Deposit.

13.2.8 Refund of EMD remittances shall be done by RTGS/NEFT. Bidder must submit the bank details for refund of EMD along with their offer. Charges if any, shall be borne by the vendor.

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14.0.0 SECURITY DEPOSIT:

14.01 The successful tenderer, for the faithful performance of the Contract, will furnish Security Deposit Guarantee within 30 days of issue of Purchase Order. The Security Deposit Guarantee will be @ 5% of Basic P.O. value. The Security Deposit Guarantee shall be submitted in the form of:

(i) e-Transfer of SECURITY DEPOSIT through RTGS/NEFT are as follows:

- **NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA**
- **Account Type: Cash Credit**
- **Account No: 11430301916**
- **IFSC Code: SBIN0003591**

Note: Kindly mention your company name in remarks/narration while submitting Security Deposit thru NEFT/RTGS and also inform us the UTR no. and date.

(ii) The tenderer will also have the option to furnish Security Deposit Cum Performance Guarantee by way of Bank Guarantee from any of the Scheduled Banks excluding Gramin and Co-operative Banks, in the Performa enclosed as Annexure-VII. The Bank Guarantee must be valid to cover Delivery Period + Three Months Claim Period. The bank guarantee should be submitted by bankers directly to NFL in sealed envelope and not through any vendor / contractor.

The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:

(i) IFN 760 COV for issuance of Bank Guarantee.

(ii) IFN 767 COV for amendment of Bank Guarantee.

(iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV / IFN 767 COV.

(iv) Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV / IFN 767 COV. (iii) Cheques will not be accepted in any case.

14.02 The Security Deposit Guarantee will be retained by NFL 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. NFL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.

14.03 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, NFL will have the right to draw from the Bank Guarantee/ Security Deposit Guarantee either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee/ Security Deposit Guarantee to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

14.04 The amount so drawn will not in any way effect any remedy, to which NFL 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.

14.05 In the event of the forfeiture of whole or part of the Security Deposit Guarantee, the tenderer will deposit further sum/sums, so as to maintain the full security deposit amount as per Para above.

14.06 The Security Deposit Guarantee sit will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the Security Deposit Guarantee or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

14.07 In case the Bank Guarantee is from an overseas bank, the same shall be got counter guaranteed by an Indian Scheduled Bank.

14.08 The Security Deposit Guarantee amount will not bear any interest.

Authorized Signatory

8/3/29