



**NATIONAL FERTILIZERS LIMITED**  
(A Govt. of India Undertaking)  
Naya Nangal (Punjab)-140126 India  
Materials Department  
Phone-1887-220548; Fax- 01887-220541

**NOTICE INVITING e-TENDER FOR**  
**Open Tender Under Two Part Bid**

**Tender Ref: PN/SPX/2023/195**

**Dated: 13.03.2024**

Tenders under two part bid system through E-Tender are invited for the Procurement of Complete Urea Synthesis Reactor including High efficiency Trays along with Commissioning as detail mentioned in Annexures:-

Tender No.	<b>NFN/PN/SPX/2023/195</b>	
Description of Work	Complete Process & Mechanical Design, Engineering, manufacturing, supply, commissioning of Urea Synthesis Reactor including High efficiency Trays and bought out components, hydro test, commissioning and two years mandatory spares, bolt tensioning device, special tools /tackles, delivery/unloading at NFL Nangal site. (Refer Technical Specification as per Annexure-I to IX)	
Bid Submission End Date & Time	As per e-Tender bid schedule	
Opening Date & Time of Technical Bid	As per e-Tender bid schedule	
Opening Date & Time of Price Bid	WILL BE INTIMATED LATER ON	
Type of Bid	Two part Bid System on E-Tender portal	
Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lakh only)	
SD-cum-PG	@05% of Total Order Value	
Offer Validity period	Minimum 120 days from tender opening date	
List of Attachments	i.	Special Instructions to Tenderers
	ii.	Other Terms and Conditions of Notice Inviting Tender
	iii.	Special Terms and Conditions
	iv.	Online Techno-Commercial Template to be completed/filled in by Tenderers
	v.	Technical Specifications - Annexure - I to IX
	vi.	Part II - Price Bid Template - Annexure- X
	vii.	Eligibility Criteria
	viii.	Integrity Pact

# NATIONAL FERTILIZERS LIMITED

TENDER NO. PN/SPX/2023/195

## **SPECIAL INSTRUCTIONS TO TENDERERS**

NATIONAL FERTILIZERS LIMITED (NFL), Naya Nangal, a Govt. of India Undertaking referred to herein as the Owner intends to procure of **Urea Synthesis Reactor including Complete Process & Mechanical Design, Engineering, manufacturing, supply, commissioning of Urea Synthesis Reactor including High efficiency Trays and bought out components, hydro test, commissioning and two years mandatory spares, bolt tensioning device, special tools /tackles, delivery/unloading** for its Plant located at Naya Nangal (Punjab).

Bidders/ manufacturers are invited to submit their online tender in “**DUAL PART BID PROPOSAL**” for the said Scope of Work through e-Tendering. Methodology for submission of proposal has been detailed here under in this document.

1. The procurement shall be made through e-tendering process. The offers in this process are required to be submitted electronically in place of offers in 'hard copy under sealed envelope' as being done conventionally.
2. The system requirements to participate in the e-tendering are as under:

### **Pre-Requisites for System using e-Procurement sites:**

<b>Site Compatibility</b>	
Browser used	<b>Firefox</b>
Full version	<b>48</b>
Your OS	<b>Windows</b>
Cookies Enabled	<b>Yes</b>
Your Screen Resolution	<b>1366 x 768</b>
Java Enabled	<b>Yes</b>
Java Version	<b>1.8.0_151</b>
JWS	<b>true</b>
Java Deployment Toolkit 8.0.1510.12	<b>11.151.2.12</b>
Java(TM) Platform SE 8 U151	<b>11.151.2.12</b>
<b>Note: The portal is compatible for the following browser version</b>	
IE	<b>10 and above</b>
Firefox	<b>42 to 49</b>
Firefox ESR	<b>52</b>
<b>For Best results the Screen resolution should be set to 1024 x 768</b>	
<b>Pre-Requisites for Login</b>	

### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app> and <https://www.nationalfertilizers.com/>

## **Registration**

- I. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/e procure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- II. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- III. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- IV. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode /eMudhra etc.), with their profile.
- V. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- VI. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **Searching For Tender Documents**

- I. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- II. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- III. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **Preparation of Bids**

- I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- II. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- III. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- IV. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid*

### **Submission of Bids**

- I. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder has to select the payment option as “offline” to pay EMD as applicable and enter details of the instrument.
- IV. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- V. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- VI. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VII. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- VIII. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- IX. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- I. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- II. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk as follows:

**0120-4200 462/ 0120-4001 002/ 0120-4001 005/ 0120-6277 787**

Any queries relating to the NFL:-

Mr. Ranjit Singh ; Sr. Mgr. (Matls.) National Fertilizers Limited; Naya Nangal-140126 Phone: 01887-220568; Fax:01887-220541; Mob : 9417730932 Email: <a href="mailto:ranjits@nfl.co.in">ranjits@nfl.co.in</a>
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Mr. Vijay Kumar ; Ass. Mgr. (Matls.) National Fertilizers Limited; Naya Nangal-140126 Mob : 6361371031 Email: <a href="mailto:vijay.kumar22@nfl.co.in">vijay.kumar22@nfl.co.in</a>
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3. The tenders will be opened electronically by us from our Nangal office.
4. **The tenders will be submitted online on the web site <https://etenders.gov.in/eprocure/app>**
5. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
6. All tenders should be submitted online digitally signed and sealed by using digital certificate.
7. Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender documents.
8. No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
9. NFL reserves the right to reject or accept any tender without giving any reason.
10. **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED;**  
NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality:

1. Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2. Bids have been submitted but the same cannot be opened by NFL.	The due date of opening shall be extended suitably.

11. The activity defined for vendors are Download of Tender document, Bids Preparation and Hash Submission, Re-encryption of Online bid and Uploading of bids.
12. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.
13. During the Bid Preparation and Hash Submission Stage, the bidders who have downloaded the tender document during the previous sequence will be preparing their bids and submitting their bid signed hashed online. Additionally, hashes will be generated for each single document (files) that is committed to be part of the bid. The bids will be prepared and hashes will be generated and signed envelope-wise. The signatures will be done digitally using DCs.
14. During Re-encryption of Online Bid sequence the bidders will re-encrypt their bid data and upload the documents for which hashes have been generated and submitted during the bid preparation and hash submission stage. The bids will be re-encrypted with the public key of the proprietary key pair that has been assigned to this tender.
15. **N.F.L. NANGAL - GSTIN No. 03AAACN0189N2ZD & PAN No. AAACN0189N**

## **Other Terms and Conditions**

1. **Offers not submitted as per instructions are liable to be rejected.**
  2. The prices should be on FOR NFL Nangal basis.
  3. Rates must be quoted in the UOM “**Unit Of Measurement**” as per our ATC.
  4. **PAYMENT TERMS:**  
**No Advance Payment shall be made.**
    - 4.1 Bidder shall quote the price as per the Performa of Price Bid Template i.e. Annexure-X.  
However, total Lumpsum quoted price shall be the evaluation of bidding.
    - 4.2 Payment terms for Lumpsum price for supply of Urea Reactor shall be as follows:
      - 10% of total basic order value\* towards progressive payment against submission of Bank Guarantee of equivalent amount as per NFL per forma attached within 15 days on Kick-Off-Meeting.
      - 11% of total basic order value as progressive payment against approval of GA Drawing within 30 days of submission of Invoice and submission of Bank Guarantee of equivalent amount as per NFL per forma attached.
      - 10% of Total basic order value as progressive payment against ordering of shell plates & Heads by Process Licensor within 30 days of submission of Invoice and unpriced LOI/PO copy for shell plates and heads and submission of Bank Guarantee of equivalent amount as per NFL per forma attached.
      - 7% of total basic order value as progressive payment against ordering of lining material and trays by Process licensor within 30 days of submission of Invoice and unpriced LOI/PO copy for lining material and trays and submission of Bank Guarantee of equivalent amount as per NFL per forma attached.
      - 10% of total basic order value as progressive payment against receipt of major raw material (Shell plates & Heads) at fabricator’s works within 30 days of submission of Invoice, certificate signed by Process Licensor for receipt of Shell plates and submission of Bank Guarantee of equivalent amount as per NFL per forma attached.
      - 42% of total basic order value and applicable GST within 30 days after receipt of material at NFL site.
      - 10% of total basic order value after successful completion of process Guarantee Test Run within 30 days of submission of Invoice on submission of Completion certificate of PGTR. In-case commissioning is delayed beyond six month due to reasons attributed by NFL then 10% payment will be released after submission of Bank Guarantee of equivalent amount with validity of one year as per NFL per forma attached.
    - 4.3 Payment Terms for Fright Charges is 100% payment will be made within 30 days after unloading of Urea Reactor at NFL Nangal site.
    - 4.4 Payment terms for commissioning & start-up supervision is 100% payment within 30 days of completion of commissioning and start-up supervision.
    - 4.5 Payment Terms for spare parts for two-year mandatory spares is 100% payment will be made within 30 days after receipt & acceptance of material at NFL site
- \* Total basic order value is the value mentioned at S.No. 1.1 (Per unit Basic Rate) of Annexure-X.
5. 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.
  6. **VALIDITY:** Price and delivery quoted by you must be firm and valid for a minimum period of 120 days from the due date of opening of Price Bid quotation.

7. The tenderer shall quote the price strictly as per the **Price Bid Format as per Annexure-X** Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rate for different quantities shall be rejected without any further reference. All the columns of Price Bid must be filled in properly.

8. **DELIVERIES/LIQUIDATED DAMAGES & PRICE REDUCTION CLAUSE:**

**Bidder shall quote the minimum guaranteed delivery period.**

- 8.1. If for reasons not attributable to the Owner or due to conditions constituting Force Majeure as defined in this Contract, the Work is not completed in accordance with the provisions hereof, within and in accordance with the Time Schedule / time for Completion as indicated in the terms and conditions of the contract, it is agreed that the Owner shall be entitled to recover and / or the Contractor shall pay to the Owner, without prejudice to any other right or remedy available to the Owner, the following amount as mutually agreed compensation;
  - 8.1.1. A sum equivalent to 0.5% of the total Contract value for every complete week or part thereof, for delay in supply of urea reactor as defined in technical ITB subject to a maximum 5% of total PO value. There will be no LD on supply of Mandatory spares.
  - 8.1.2. GST will be applicable on the liquidity damages/ penalty recovered by M/s. NFL.
- 8.2. In the event that the consumption figures exceed the figures guaranteed by the Contractor, it is agreed that the Owner shall be entitled to recover and /or the Contractor shall pay to the Owner, without prejudice to any other right or remedy available to the owner, the following amount as mutually agreed compensation.

For every 01 Tons/ hr part there of increase Steam consumption in the Urea plant than the guaranteed figure as mentioned in the contract, there will be penalty @ 0.5% of the total contract value subject to maximum **2.5% of total contract value**, under this head. If the steam consumption is more than 05 Te / hr over the guaranteed figure, the vendor shall make good the equipment as required at no cost to the NFL.

9. Quotations must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/over writings. Incomplete quotations are liable to be summarily rejected.
10. 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 supplier
11. 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
12. 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
13. 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.
14. 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.



15. The 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.
16. 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 and opened on the next tender opening working day.
17. 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."
18. 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.
19. 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.
20. **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 there of this effect.
21. 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.
22. **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.”

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

**For CPSEs and Government Department:**

- (b) 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”.

23. **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 situated at Nangal Court in Ropar District of Punjab.

## Special Terms and Conditions:

1. The description of required item is as under;-

Sr.	Material	Description	HSN CODE	Unit	Qty.
1	7462670	<p>A). Complete Process &amp; Mechanical Designing, Engineering, manufacturing, supply of Urea Synthesis Reactor including High efficiency Trays and bought out components along with commissioning and two years mandatory spares, bolt tensioning device, special tools /tackles, delivery / unloading at NFL Nangal site as per followings:            a)-Technical specification of Reactor is as per Annexure I            b)-Scope of supply of complete reactor is as per Annexure II            c)-Inspection/Testing during construction, fabrication erection plan and TPIA and process licensor scope is as per Annexure III            d)-Drawing and documentation of complete supply shall be as per Annexure IV.            e)-General Information (General Technical requirement, commissioning spares, G/W, process performance Guarantee, packing etc.) as per Annexure V.            f)-Technical data of existing Urea Reactor shall be as per Annexure VI            g)-Design basis shall be as per Annexure VII            h)-Process performance Guarantee shall be as per Annexure VIII            i)-Evaluation and comparison of bids &amp; price reduction clause shall be as per Annexure IX            j)-Performa of Quoting rates as per Annexure X.</p> <p><b>B).</b> Freight Charges upto NFL Nangal site</p> <p><b>C).</b> Commissioning and start-up supervision charges</p> <p><b>D).</b> Two years mandatory spares as per Annexure V (4.2 Spares)</p>		No.	1.000
<u>Evaluation of Bids :</u>		Bids shall be evaluated on Overall L-1 basis.			
<u>Reverse Auction</u>		<b>Reverse Auction shall be carried out as per Cl. No. 11 to 13 as mentioned below</b>			

- a. Urea reactor shall be manufactured under TPIA of M/s LRA/TUV/BVIS/PDIL/EIL & Process licensor. Scope of TPIA and Process Licensor shall be as per Annexure -III.

- b. Party shall agree to our Guarantee clause as per Annexure -V, Clause No- 6.
- c. Party shall clearly mention guaranteed steam saving in their bid that has to be used for Evaluation & Comparisons of bids as per Annexure –IX.

2. **ELIGIBILITY CRITERIA:-**

Bidders shall agree to the **ELIGIBILITY CRITERIA** for the tender and shall upload necessary documents (duly numbered) mentioned in it. Price bids of only those parties shall be opened who meets our Eligibility Criteria

3. **GUARANTEE/WARRANTY CERTIFICATE:**

Vendor shall guarantee Process design, mechanical design, material workmanship and mechanical performance of the equipment including internals supplied by them. Vendor shall upon notice from purchaser make good at his own expense all defects found during the guarantee period expeditiously. Vendor shall also warrantee and guarantee all work, materials and equipment furnished by any subcontractor and which is incorporated in equipment

A. **Workmanship Guarantees / Warranty:**

- a. Bidder shall guarantee / warranty the equipment against faulty design, improper material of construction and poor workmanship for a period of 24 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. Approval by Owner/TPI for design calculations, drawings & other documents will not in any way absolve the Bidder from his responsibility. Should any repair or replacement be necessary owing to any type of failure on account of design material and workmanship of the item, Bidder shall in view of this guarantee be bound to replace the same either in part or whole without any commercial implications to Owner. Repaired or replaced part shall also be covered by same guarantee as in case of main supply

B. **Process Performance Guarantees:**

- a. Bidder shall also guarantee the equipment for process performance as per process parameters indicated in the process data sheet (to be submitted by process licensor) for a period of 24 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. Detailed Process performance Guarantee as per Annexure-VIII.

4. **EARNEST MONEY DEPOSIT (EMD):** Tenders can be submitted EMD **of Rs. 1,00,000/- (Rupees One Lakh Only)** in the form of :

i) **E-transfer in NFL account through RTGS/NEFT.**

**Our Bank account details are as under: -**

Bank Name: **State Bank of India, Naya Nangal**

Account No.: **011070992603 (Cash credit A/c)**

IFS Code : **SBIN0000689**

MICR : **140002304**

**Tenderers shall intimate Name and Complete Address of the Depositor i.e. Name of the Company/Firm, Deposited Amount, Nature of Deposit and NIT Number immediately after remittance to our F&A Dept. through Email (Email ID: [sunitak@nfl.co.in](mailto:sunitak@nfl.co.in)) with cc to [vijay.kumar22@nfl.co.in](mailto:vijay.kumar22@nfl.co.in) for proper accounting of deposited amount**

**OR**

- ii) **Bank Guarantee** in the prescribed format from any scheduled Bank excluding Gramin/Co-op Banks. The BG should be valid for a period of minimum 3 months and the party should give an undertaking for extension of the validity of the BG in case the same is desired by NFL. (**Annexure-Bid Security (EMD) Performa**)
- iii) **Bidder is instructed specially to inform the UTR No. with Name of supplier in order to have hassle free transaction details.**

- iv) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

D.G.M. (Mtls.)  
NATIONAL FERTILIZERS LIMITED  
NANGAL UNIT-140126  
DISTT. ROOPNAGAR  
PUNJAB

In case EMD submitted through NEFT/RTGS, URN No. for the same mention in the offer. Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.

- 1.1 **Forfeited of EMD**: Earnest money will be forfeited at the sole discretion of NFL, in case tenderer after opening of tender, either wholly or in part, refuse to accept the Purchase Order or changes any of the conditions of the tender or changes the quoted rates and/or terms and conditions of the tender within validity period. If the successful tenderer does not deposit the security as stipulated in the Purchase Order, EMD will be forfeited without further reference.
- 1.2 Earnest Money deposit of the unsuccessful tenderers will be returned as early as possible after finalization of the tender.
- 1.3 Earnest Money Deposit will not carry any interest.
5. **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE(SD cum PBG)( @ 05% of the value of the order) :-**

**SD-cum-PBG can be submitted in the form of e-transfer in NFL account through RTGS/NEFT.**

**Our Bank account details are as under: -**

Bank Name: **State Bank of India, NayaNangal**  
Account No.: **011070992603 (Cash credit A/c)**  
IFS Code : **SBIN0000689**  
MICR : **140002304**

**Or**

- i) **Bank Guarantee** in the prescribed format (Annexure-IV) from any scheduled Bank excluding Garmin/Co-op Banks. The BG should be valid for the Delivery Period plus warranty period plus 3 months' claim period.
- 1.1 The successful tenderer shall be required to furnish non-interest bearing **Security Deposit-cum PBG @ 05% of the value of the order after adjusting EMD** (if already submitted) in the form of e-transfer/Bank Guarantee from nationalized/scheduled bank excluding rural & co-operative bank covering delivery period plus warranty period plus 3 months claim period. Bank guarantee must be directly sent by your banker to NFL.URN No. for the same may be mentioned in the offer.
- 1.2 The **Security Deposit-cum PBG** submitted by you shall be converted into Performance Bank Guarantee which will remain valid till delivery period plus guarantee period with a further claim period of 3 months. Bank Guarantee must be directly sent by your banker to NFL
- 1.3 The **Security Deposit-cum PBG** 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 by NFL, else NFL, at its sole discretion may call upon the Bank to pay the whole or part of the amount of Bank Guarantee.

- 1.4 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 encash the Bank Guarantee/Security Deposit-cum PBG either the whole or part of value of Bank Guarantee or Security Deposit-cum PBG and tenderer will make good the value of Bank Guarantee/Security Deposit-cum PBG to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.
- 1.5 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.
- 1.6 In the event of the forfeiture of whole or part of the Security Deposit-cum PBG, the tenderer will deposit further sum/sums, so as to maintain the full Security Deposit-cum PBG amount.
- 1.7 The Security Deposit-cum PBG 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-cum PBG or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.
- 1.8 The Security Deposit-cum PBG will not carry any interest.

**Note: The Bidders shall also arrange confirmation of Bank Guarantee for EMD & SD-cum-PBG (including all amendments) by their issuing bank through SFMS mode directly to the NFL Banker i.e. ICICI Bank Ltd., K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details:-**

**IFN 760 COV for issuance of bank guarantee.  
IFN 767 COV for amendment of bank guarantee.  
Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015"  
in filed 7037 COV / IFN 767 COV".**

6. Tenderers must also mention their GST Regn. No. & HSN Code No. of item in the quotation.
7. No escalation will be allowed due to any increase in GST in case of extension sought by the parties beyond stipulated delivery period.
8. **PACKING OF MATERIAL:** The material should be properly packed to avoid any damage during transit. It is included in the scope of supply that the goods are delivered carefully and properly packed and marked in order to protect them from moisture, rain, rust and corrosion so as to withstand numerous handlings during sea voyage and inland transportation and to ensure their safe arrival and storage at the plant site during the full guaranty period without any risk of rusting, corrosion or damage due to humid and hot climate. Storage in open area is to be foreseen. Instructions for the correct handling and the required surveillance and service must be clearly stated in the documentation for the unit. Furthermore, the instructions shall be attached to the equipment in a way which ensures full legibility throughout the shipping and storage period

**9. Transit Insurance will be arranged by the supplier.**

#### **10. TENDER OPENING**

The tenders will be opened electronically by us from our Nangal Office in the presence of representatives of Vendors who wish to attend the Price Bid Opening. The submission of bids may however be done by vendors from their office or from place of their choice or they can visit our

NFL Nangal's office and use NFL's facilities for preparation and submission of their bids. However, bids can't be submitted after the bid submission due date & time as per the schedule. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically and such vendors shall be allowed to participate in the Reverse Auctioning.

**11. PLACE FOR CONDUCTING REVERSE AUCTION**

The eligible bidders can participate in the online reverse auction from any place of their choice and need not to visit our NFL Nangal's office for this purpose. The reverse auction shall however be done on website: <https://etenders.gov.in/eprocure/app>. The password and user ID for the activity shall be allotted to eligible bidders later on before start of reverse auction.

12. Though a vendor need not visit NFL Nangal's office for participating in this tender but in case NFL opts to have negotiations with the R1 bidder (Lowest bidder after conclusion of Revers Auction) as per clause no. 14 given below, such negotiations shall be held at NFL's Nangal office only. Prior intimation shall be given for the same.

**13. STARTING/BASE PRICE FOR REVERS AUCTIONING**

The Opening Price/Base price for reverse auction will be informed after the opening of Financial/Price Bids. This shall be the lowest landed (FOR Destination) rate received against the initial price bids submitted by participating vendors.

The duration for the event would be for 45 minutes. The Bid Decrement would be 1,00,000/-. If any supplier tries to bid in the last 5 minutes then the bid, duration will increase by 5 minutes. There will be infinite extension if any supplier tries to bid in the last 5 minutes. NFL would be given one Buyer Login ID to view the event.

14. The total landed rate(s) including Transportation Charges will remain firm till the complete execution of the order. No revision in rate(s) will be allowed except for any increase/decrease in rates of statutory levies and duties, such as, GST.
15. The supplier shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract.

If the NFL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, NFL shall be entitled to recover the said amount from any security or other guarantee available with the NFL under the contract.

16. 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.

**17. CLEAR UNDERSTANDING:**

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

**18. ANY EXCEPTIONS/DEVIATIONS TO THE ATC SHALL BE SPECIFICALLY STATED.**

19. **Any Other Comment / Information /Remarks:** No Deviation to the terms & conditions is allowed. The offer with any condition / deviations may be rejected at Sole option of NFL. However Vendor may offer comments or deviations if any.
20. You must specifically confirm each clause of this ATC. In case, you do not comment on any of the clauses, we shall presume that the same has been accepted by you unconditionally. Deviation, if any, must be mentioned explicitly. However, in case of any deviation from our above said terms & conditions, we reserve our right either to ignore your offer or load the same suitably at our sole discretion.
21. Whenever the bidder is silent about the acceptance of ATC conditions such as Bank Guarantee, Warranty Period, Liquidated Damages etc., (as applicable in the Tender) it shall be presumed that the bidder has accepted ATC conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
22. Party to mention full contact details (Such as Name of the Contact Person, Mob. / Phone, e-mail etc.)
23. **MSMED ACT:** In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India latest Notifications. **MSE Policy shall be applicable.**
24. Make in India Policy: Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 (**Latest notification shall be applicable**)  
Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per **Annexure-Y** enclosed alongwith offer.
25. **Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office IOM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 & 8<sup>th</sup> 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 submit certification regarding compliance with this order on their Letter Head as per **Annexure-Z** enclosed alongwith offer.

26. **LOADING CRITERIA:**

The tenderers must accept the terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of NFL. NFL however, may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, Security Deposit, PBG, Liquidated Damages, Payment Terms, Warranty/Guarantee etc. by adopting the stipulated loading criteria as under:-

**A. Offers received without EMD:**

Full EMD value shall be loaded to the quoted rates of those tenderers who have not submitted the requisite EMD along with the quotations to generate competition.

**B. 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 05% 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 05%. (05% - 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 05%	(05%- quoted percentage)of basic price @ PRIME LENDING RATE (SBI MCLR + 1%), on short fall in Bank Guarantee value agreed by bidder for delivery period with additional one month period.

**C. Deliveries / Liquidated Damages :-**

If deviation is noted in the quoted damages, the proportionate loading for shortfall shall be adopted, for example NIT calls for 0.5% per week subject to maximum of 5% of the total order value (basic price), loading criteria shall be as under:-

	<b>Quoted Damages</b>	<b>Loading criteria</b>
a)	0.5% per week subject to a ceiling of	No loading 5% of total order value
b)	0.5% per week subject to a ceiling of 2.5% of total order value.	2.5% loading of total order value
c)	Damages accepted on undelivered value instead of total order value.	2.5% loading Instead of total order value.
d)	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.

**D. 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.**

SN	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:

SN.	Payment Terms	Period of Loading
1.	Against submission of Drawing.	Full delivery period less one month.
2.	Against drawing approval	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 materials.	Full delivery period less five months or 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	
6a	Foreign Bidders	Three months
6b	Indian Bidders	Depending on Delivery conditions viz.

		Ex-works – one and half months FOR destination–one month
7.	Against Payment within 30 days	Nil
<p>-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.</p>		

**E. Warranty/ Guarantee Period:-**

If bidders quote reduced Warranty period, following loading criteria shall be adopted:-

$$\frac{[05\% \text{ of CIF/ex-works price} \times (\text{No. of Months as per NIT} - \text{No. of Months quoted})]}{\text{No. of Months as per NIT}}$$

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

PBG Quoted	Loading Criteria
Less than 05%	- 05% - quoted percentage of CIF/Ex-works prices

**NOTE: Over-riding Conditions for (E) & (F) above.**

If the sum of (E) & (F) above is more than 05% of CIF/ex-works prices, then the loading shall be limited to 05%.

**27. Signing of Integrity Pact**

**Bidder will sign the Integrity Pact as per enclosed format, which is an integral part of the Tender Documents and upload the scanned copy of the same, failing which the Tenderer/Bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected.** Details regarding integrity pact can be viewed on our website viz. [www.nationalfertilizers.com](http://www.nationalfertilizers.com). Bidder shall be also requested to send hard copy duly signed along with witness signatures.

**28. SUBLETTING OF CONTRACT:**

The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of the National Fertilizers Limited in advance. In the event of the successful tenderers subletting or assigning the contract or any part thereof without such permission. National Fertilizers Limited shall be entitled to cancel the Contract **& forfeit the Security Deposit**. Even in case subletting is permitted. National Fertilizers Limited shall not recognize any contractual obligations with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory, due and proper fulfillment of the contract.

**29. Bidder shall submit quotation for 02(two) years Mandatory spares as per Annexure V (Clause 4.2- Spare). The cost of 2 years Mandatory Spares shall be considered for evaluation.**

## TECHNO-COMMERCIAL BID TEMPLATE

### ITEM: Urea Synthesis Reactor

**Technical Bid Template**  
**(May please upload Technical Bid under “.rar” Document)**

NFL Nangal Case Ref. No.	<b>SPX/2023/195</b>
e.Tender ID No.	
Quotation No. & Date	
Name of Bidder & Complete Address:	
<b>Vendor's Contact Details:</b> Vendor may furnish E-Mail Id, Telephone / Mobile No. etc. alongwith complete Name & Address details of the firm for Clarifications / Placement of Order.	

Sr. No.	NFL Requirement as per NIT				Vendors Comment (Agreed / If not Agreed, Please Comment)
1.1	Material Code	Description of Material	Qty.	UOM	
	<b>7462670</b>	<p>A). Complete Process &amp; Mechanical Designing, Engineering, manufacturing, supply of Urea Synthesis Reactor including High efficiency Trays and bought out components along with commissioning and two years mandatory spares, bolt tensioning device, special tools /tackles, delivery / unloading at NFL Nangal site as per followings:</p> <p>a)-Technical specification of Reactor is as per Annexure I                      b)-Scope of supply of complete reactor is as per Annexure II                      c)-Inspection/Testing during construction, fabrication erection plan and TPIA and process licensor scope is as per Annexure III                      d)-Drawing and documentation of complete supply shall be as per Annexure IV.                      e)-General Information (General Technical requirement, commissioning spares, G/W, process performance Guarantee, packing etc.) as per Annexure V.                      f)-Technical data of existing Urea Reactor shall be as per Annexure VI                      g)-Design basis shall be as per Annexure VII                      h)-Process performance Guarantee shall be as per Annexure VIII                      i)-Evaluation and comparison of bids &amp; price reduction clause shall be as per Annexure IX                      j)-Performa of Quoting rates as per Annexure X.</p> <p><b>B).</b> Freight Charges upto NFL Nangal site</p> <p><b>C).</b> Commissioning and start-up supervision charges</p> <p><b>D).</b> Two years mandatory spares as per Annexure V (4.2 Spares)</p>	1	<b>No.</b>	
	<b>NOTE (i)</b>	Urea reactor shall be manufactured under TPIA of M/s LRA/TUV/BVIS/PDIL/EIL & Process licensor. Scope of TPIA and Process Licensor shall be as per Annexure –III.			
	<b>(ii)</b>	Party shall agree to our Guarantee clause as per Annexure -V, Clause No- 6			

	(iii)	Party shall clearly mention guaranteed steam saving in their bid that has to be used for Evaluation & Comparisons of bids as per Annexure – IX.	
1.2	Specifications of materials	Vendor to confirm that their quoted material will be as per Specifications mentioned in our NIT / ANNEXURES.	
1.3	Acceptance of NIT Terms & Conditions and uploading of complete Set of Tender Enquiry along with all Annexures.	Vendor will confirm their acceptance to the Terms and Conditions of the NIT without any deviation <b>and upload a complete set of Tender Enquiry along with all Annexures duly signed and stamped on each and every page as token of acceptance of terms and conditions.</b>	
1.4	Integrity pact	Bidder shall upload the duly signed Integrity Pact along with the Technical Template.	
1.5	Eligibility Criteria	Bidders shall agree to the <b>ELIGIBILITY CRITERIA</b> for the tender and shall upload necessary documents (duly numbered) mentioned in it. Price bids of only those parties shall be opened who meets our eligibility criteria.	
1.6	Pre-Bid Meeting	Pre-Bid meeting will be held as per schedule given on E-Portal	
1.7	Reverse Auction	Reverse Auction shall be carried out as per Cl. No. 11 to 13 of Special Terms and Conditions as mentioned above	
1.8	Payment Terms	<b>Payment shall be made as per Other terms and Condition clause no.4 mentioned above.</b>	
1.9	Guarantee/ Warranty Certificate	<p>Vendor shall guarantee Process design, mechanical design, material workmanship and mechanical performance of the equipment including internals supplied by them. Vendor shall upon notice from purchaser make good at his own expense all defects found during the guarantee period expeditiously. Vendor shall also warrantee and guarantee all work, materials and equipment furnished by any subcontractor and which is incorporated in equipment.</p> <p><b><u>A)-Workmanship Guarantees / Warranty:</u></b> Bidder shall guarantee / warranty the equipment against faulty design, improper material of construction and poor workmanship for a period of 24 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. Approval by Owner/TPI for design calculations, drawings &amp; other documents will not in any way absolve the Bidder from his responsibility. Should any repair or replacement be necessary owing to any type of failure on account of design material and workmanship of the item, Bidder shall in view of this guarantee be bound to replace the same either in part or whole without any commercial implications to Owner. Repaired or replaced part shall also be covered by same guarantee as in case of main supply</p> <p><b><u>B)-Process Performance Guarantees:</u></b> Bidder shall also guarantee the equipment for process performance as per process parameters indicated in the process data sheet (to be submitted by process licenser) for a period of 24 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. Detailed Process performance Guarantee as per Annexure-VIII.</p>	

1.10	Type of Tender	<b>TWO PART BID [Open Tender]</b>	
1.11	<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 1,00,000/- (Rupees One Lakh Only) in the form of RTGS/NEFT/BG (detailed as per NIT Clause No. 4 of Special terms and conditions)</b>  <b>(Exemption to MSE Vendors to submit EMD, against submitting of valid MSE Registration Certificate alongwith offer)</b>  <b>Incase EMD submitted through NEFT/RTGS, URN. No for the same may be mentioned.</b>	
1.12	<b>Security Deposit-Cum-Performance Bank Guarantee (SD-cum-PBG)</b>	<b>In case of order, the tenderer shall be required to furnish non-interest bearing SD-cum-PBG @ 05% of the Basic Value of the Order after adjusting EMD (if already submitted) within 15 days from the date of receipt of order.</b>  <b>(Detailed as per NIT Clause No. 5 of Special terms and conditions).</b>  <b>Incase EMD/SD-cum-PBG submitted through NEFT/RTGS, URN. No for the same may be mentioned</b>	
1.13	<b>Supply of Spares</b>	<b>Vendor to confirm that quoted price are inclusive of Commissioning and Mandatory spares as per clause no. 4 of Annexure V</b>	
1.14	<b>Price bid</b>	<b>Price bid shall be submitted as per price bid Performa (Annexure-X)</b>	
1.15	Offer Validity	Price and delivery quoted by you must be firm and valid for a minimum period of <b>120 days</b> from the date of Opening of Quotation.	
1.16	Complete Bank Details	Please mention your Complete Bank details.	
1.17	<b>Transit Insurance</b>	<b>Transit Insurance will be arranged by the supplier</b>	
1.18	<b>Price Basis</b>	Please confirm that quoted prices are on <b>FOR Basis</b> .  <b>(Tenderer to quote FOR Price inclusive of all ie. Basic Price + P&amp;F + Freight + GST + TPI etc.)</b>	
1.19	Firm Prices	Vendor to confirm that Total Landed Rate including Transportation Charges will remain firm till the complete execution of the Order. No revision in rates allowed except for any increase/decrease in rates of statutory levies and duties such as GST etc.	
1.20	Delivery Period	<b>Vendor shall quote/mention Minimum Shortest Delivery Period specifically in Weeks/ Months.</b> <b>Please do not comment 'Confirmed/Agreed' against this column.</b>	
1.21	DELIVERIES/LIQUIDATED DAMAGES & PRICE REDUCTION CLAUSE	1/2 % per week subject to Maximum 5 % (as per Clause No. 8 of other terms and conditions)	
1.22	GST Rate	Tenderer to confirm rate of GST (%)	
1.23	GST No.	Bidder to mention here complete GST No.	
1.24	HSN Code	Please, indicate HSN Code of the Item(s)	

1.25	MSMED Registration	Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises. <b>MSE Policy shall be applicable.</b>	
	i)		
	ii)	<ul style="list-style-type: none"> <li>• No</li> <li>• Yes, RXIL/A-Treds/M1Xchange</li> <li>• Registration Number- (tick agency with whom you are registered along with registration No)</li> </ul>	
1.26	Relationship	<p>i. It shall be certified by the tenderer that None of NFL Employee is related to Owner / Director of Firm.</p> <p>ii. It shall be certified by the tenderer that None of Ex-Employee of NFL is employed with vendor Firm.</p> <p>ii. 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.</p>	
1.27	Black-listing/ Delisting	Vendor to confirm that they have not been delisted/ black-listed in any Unit of NFL.	
1.28	Any Other Comments/Information/Remarks	No Deviation to the terms & conditions of NIT is allowed. The offer with any condition/deviations is liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	
1.29	*	Please confirm acceptance of all the above terms and conditions of this Tender Document.	
1.30	<b>MAKE IN INDIA</b>	<p>Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017.</p> <p><b>"Bidder shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the company (in the case of company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than company) giving the percentage of local content".</b></p> <p><b>(Latest notification shall be applicable)</b></p>	
	A	<b>The 'Class-I local supplier'/'Class-II Local supplier'</b> at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local supplier'/'Class-II Local supplier', as the case may be. They shall also give details of the locations (s) at which the local value addition is made.	
	i	<b>The 'Class-I local supplier</b> = The minimum Local content equal or more than =50% <b><u>Indicate percentage of local content and provide self-certification</u></b>	
	ii	<b>The 'Class-II local supplier</b> = The minimum Local content equal or more than 20% but less than =50% <b><u>Indicate percentage of local content and provide self-certification</u></b>	
	iii	<b>Non-Local Supplier-</b> Means a supplier or service provider, whose goods, services or work offered for procurement, has local content less than 20%, <b><u>Indicate percentage of local content and provide self-certification.</u></b>	
1.31	MSME/MAKE IN INDIA CLAUSES	MSME / MAKE IN INDIA POLICY WILL BE APPLICABLE AS PER GOVT. NORMS FROM TIME TO TIME CHANGE.	

1.32	Acceptance of NIT Terms & Conditions and uploading of complete Set of Tender Enquiry	Vendor 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.	
1.33	RESTRICTION CERTIFICATION ON PROCUREMENT	Kindly confirm/submit the Certificate of Compliance along with quotation (If Applicable) vide Govt. Office Memorandum Dated: 23.07.2020 & 08.02.2021 as per Sr. No. 25 of Special terms and conditions.	
1.34	Regret	If the required material is not in your supply range, then please send regret mail to <a href="mailto:vijay.kumar22@nfl.co.in">vijay.kumar22@nfl.co.in</a>	
1.35	Bifurcation of Prices	After completion of Reverse Auctioning, successful bidder shall provide the Bifurcation of the Prices i.e. Cost of Urea Synthesis Reactor, Commissioning & start-up supervision charges and two year Mandatory spares cost as per Annexure V(4.2-spare)	

**PART-II**  
**Annexure-X**

**Price Bid Template for Complete Process & Mechanical Design, Engineering, manufacturing, supply, commissioning of Urea Synthesis Reactor including High efficiency Trays and bought out components, hydro test, commissioning and two years mandatory spares, bolt tensioning device, special tools /tackles, delivery/unloading at NFL Nangal site**

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	TEXT #
Sl. No.	Item Description	Item Code / Make	Qty	Units	HSN Code of Item	Per Unit BASIC RATE In Figures To be entered by the Bidder in Rs. P	Per Unit P & F Charges (if Any) (%)	Per Unit P & F Charges (if Any) (In Rs.)	Per Unit GST Charges (if Any) (%)	Per Unit GST Charges (if Any) (In Rs.)	Per Unit Freight upto NFL Nangal (%)	Per Unit Freight upto NFL Nangal (In Rs.)	Per Unit GST on Freight If Any (%)	Per Unit GST on Freight If Any (In Rs)	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	8	13	15	16	17	20	21	22	23	26		55
1.1	<p>Complete Process &amp; Mechanical Designing, Engineering, manufacturing, supply of Urea Synthesis Reactor including High efficiency Trays and bought out components along with commissioning and two years mandatory spares, bolt tensioning device, special tools /tackles, delivery / unloading at NFL Nangal site as per followings:</p> <p><b>a)</b>-Technical specification of Reactor is as per Annexure I</p> <p><b>b)</b>-Scope of supply of complete reactor is as per Annexure II</p> <p><b>c)</b>-Inspection/Testing during construction, fabrication erection plan and TPIA and process licenser scope is as per Annexure III</p> <p><b>d)</b>-Drawing and documentation of complete supply shall be as per Annexure IV.</p> <p><b>e)</b>-General Information (General Technical requirement, commissioning spares, G/W, process performance Guarantee,</p>		1	NO.				0.00	0.00			0.00	0.00	0.000	INR Zero Only	





**Self-Certification Form: Make In India (Local Content)  
(On Company's Letter Head)**

**Tender Ref. No.:** .....

To

M/s National Fertilizers Limited, Nangal

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,

I.....(authorized signatory) for M/s.....a 'Class I Local Supplier' / 'Class II Local Supplier' 'at the time of tender, bidding or solicitation hereby confirm that the item 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 contractor 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 No. 1  
(On Company's Letter Head)**

**Tender Ref. No.:** .....

To  
M/s National Fertilizers Limited, Nangal

Sub: Model Clause Certificate as per Annexure-III (Tenders) 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 contractor of a country which shares a land border with India. We certify that  
this contractor

M/s.....**[Vendor Name & address]** is not from such a country  
or, if from such a country **[Tick appropriate option & cut the other one]**, has been registered  
with the competent authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered  
**[attach evidence of valid registration certificate with competent authority]**.

For M/s.....

Authorized Signatory  
(with company seal & Name)

BID SECURITY (EMD) FORM

**DRAFT OF BANK GUARANTEE FOR BID SECURITY DEPOSIT/EMD**

IN CONSIDERATION OF NATIONAL FERTILIZERS LIMITED (NFL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003 (HEREINAFTER CALLED NFL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT \_\_\_\_\_ (HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO

\_\_\_\_\_ FOR \_\_\_\_\_ HEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER \_\_\_\_\_ FOR \_\_\_\_\_ ON PRODUCTION OF BANK GUARANTEE FOR RS. \_\_\_\_\_ (RUPEES \_\_\_\_\_ ONLY).

1. WE \_\_\_\_\_ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO NFL AN AMOUNT NOT EXCEEDING RS. \_\_\_\_\_ (RUPEES \_\_\_\_\_ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'NFL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE \_\_\_\_\_ BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'NFL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'NFL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING \_\_\_\_\_ (RS \_\_\_\_\_ ONLY).

3. WE \_\_\_\_\_ BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE 111

PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF NFL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF NFL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE \_\_\_\_\_ TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE

VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE \_\_\_\_\_ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'NFL' IN WRITING.

DATED \_\_\_\_\_ DAY OF \_\_\_\_\_ 200  
CORPORATE SEAL FOR BANK

**SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT**

(To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_

\_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and \_\_\_\_\_ a Company incorporated in \_\_\_\_\_ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of \_\_\_\_\_

\_\_\_\_\_ as envisaged in the Contract, Contractor has to submit a SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee for Rs. \_\_\_\_\_.

CONTRACTOR accordingly agrees to furnish SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

The decision of the Owner as to whether the terms and conditions of this SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee is limited to Rs. \_\_\_\_\_.

2. This SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / erection / completion certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee shall become null and void.

3. This SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee will remain in force initially upto \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

(Indicate the name of the Bank with stamp)