



NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)

Naya Nangal (Punjab)-140126 India

Materials Department

Phone-1887-220548; Fax- 01887-220541

NOTICE INVITING TENDER FOR BACKHOE LOADER

Buyer Contact Details:

Mail: pravin@nfl.co.in

Mobile No. 9420140920

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.

100% payment of material supplied will be made within 30 days subject to receipt, acceptance and successful commissioning of material at our site.

Mode of Payment: Through NEFT/RTGS by way of Electronic Fund Transfer (EFT). We have our account with State Bank of India (SBI), Naya Nangal, who has Electronic Fund Transfer (EFT) facility, in its Naya Nangal branch and some other important branches. In case, you have your account with SBI, in a branch having EFT facility, you may inform your bank account no., name and place of branch and branch code no., so that your payment can be released through EFT .

Any Bank Charges for this facility of direct credit by State Bank of India, to their bank account will be borne by the party/ tenderer.

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 90 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**. 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:**

Bidder shall quote the minimum guaranteed delivery period.

It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either

- (i) recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or
- (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or
- (iii) cancel the contract without prejudice to our rights under (i) & (ii) above.

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 (Techno Commercial):

1. 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.

2. **Warranty**

You shall have to furnish a Warranty Certificate for your products against defective material / bad workmanship for a period of 12 months from the date of commissioning. In case the material fails during the above warrantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents.

3. **EARNEST MONEY DEPOSIT (EMD):** Tenders can be submitted EMD of Rs. 50,000/- (Rupees Fifty Thousand 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 : **SBIN000689**
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) with cc to pravin@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)Supplier/Contractor may be instructed specially to inform the UTR No. with Name of supplier in order to have hassle free transaction details.**
- iii) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

DGM (Mtls.)
NATIONAL FERTILIZERS LIMITED
NANGAL UNIT-140126
DISTT. ROOPNAGAR
PUNJAB

In case EMD/ SD or PBG 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.
- 1.4 **The tenders submitted without Earnest Money Deposit may be summarily rejected without any further reference.**

4. **SECURITY DEPOSIT:** To be submitted @5% of the Order Value within 15 days from the date receipt of Order 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**
Or

- ii) **Bank Guarantee** in the prescribed format specified by NFL as per (Annexure) enclosed from any of the scheduled Bank excluding Garmin/Co-op Banks in the format against the Security Deposit for the faithful and proper fulfilment of the contract. The BG should be valid for the Delivery Period plus Guarantee/Warranty Period plus 3 months claim period.
- iii) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

CHIEF.MGR.(Mtls.)
NATIONAL FERTILIZERS LIMITED
NANGAL UNIT-140126; DISTT. ROOPNAGAR; PUNJAB

In case EMD/ SD or PBG 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 The successful tenderer shall be required to furnish non-interest bearing **Security Deposit @ 5% of the Order Value after adjusting EMD (if already submitted) within 15 days from the date receipt of order** in the form of e-transfer/Bank Guarantee from nationalized/scheduled bank excluding rural & co-operative bank covering delivery 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/Warranty period plus 3 months claim period. Bank Guarantee must be directly sent by your banker to NFL.~~

- 1.3 The **Security Deposit** 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** either the whole or part of value of Bank Guarantee or **Security Deposit** and tenderer will make good the value of Bank Guarantee/ **Security Deposit** 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**, the tenderer will deposit further sum/sums, so as to maintain the full **Security Deposit** amount.

- 1.7 The **Security Deposit** 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** or any

portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

The **Security Deposit** will not carry any interest

Note: The party shall also arrange confirmation of Bank Guarantee for EMD & SD (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 ICI0000031, 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".

5. Tenderers must also mention their GST Regn. No. & HSN Code No. of item in the quotation.
6. No escalation will be allowed due to any increase in GST in case of extension sought by the parties beyond stipulated delivery period.
7. Supplier will submit Material Test Certificate along with dispatch documents at NO EXTRA COST to NFL with each supply.
8. The seller shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior consent of NFL.
9. 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.

10. 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.

11. 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.

~~12. In case the manufacturer want to quote through their authorized dealer/distributor then authorization certificate from the manufacturer is required. For participation in the Tender, Tender specific approval is required from manufacturer and authorized dealer/distributor shall confirm that materials will be supplied by them from Prime source, in case order is bagged by them~~

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

14. **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.

15. 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.

16. 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.
17. Party to mention full contact details (Such as Name of the Contact Person, Mob. / Phone, e-mail etc.)
18. **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.**
19. 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.
20. **Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office IOM no. 6/18/2019-PPD dated 23rd July 2020 & 8th Feb,2021 (Enclosed) shall be applicable:**

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

Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per **Annexure-Z** enclosed alongwith offer.

TECHNO-COMMERCIAL BID TEMPLATE

Technical Bid Template (May please upload Technical Bid under “.rar” Document)					
NFL Nangal Case Ref. No.				ST/2023/135	
e.Tender ID No.					
Quotation No. & Date					
Name of Bidder & Complete Address:					
Vendor's Contact Details: 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	Sr. No.	Description of Material	Qty.	UOM	
	i	Backhoe Loader for Coal and Urea handling as per Annexure I	01	Nos.	
	Note: I	Bidder shall submit the documents as per the Eligibility Criteria and provide compliances to Annexure I			
	Note: II	RC and Insurance shall be in NFL Scope, However Bidder shall provide documents required for the registration and arrange for temporary registration.			
	(i) Training	Successful Bidder shall provide training for operation of this machine to NFL Operators at NFL Nangal site.			
	(ii) Demonstration	Successful Bidder shall have to demonstrate operational parameters of machine during its commissioning at NFL Nangal site.			
	(iii) Warranty	You shall have to furnish a Warranty Certificate for your products against defective material / bad workmanship for a period of 12 months from the date of commissioning. In case the material fails during the above warrantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents			
	(iv)	Any problem observed in machine parts during warranty period shall be rectified / replaced by party free of cost.			
	(v) Free Services	Successful bidder shall provide free services maintenance of machine as per OEM recommendation during warranty period. Party shall provide free consumable service kit (like air filters, lube oil filters, diesel oil filters, transmission oil filters, hydraulic oil filters etc.) and oil (like engine oil, brake oil, hydraulic oil, axle oil, transmission oil etc.) required for these services as per OEM recommendation during warranty period along with supply of crane.			
	(vi) Service Schedule	Bidder shall submit service schedule with Bill of Materials required for these services as per OEM recommendation.			
(vii) Technical Catalogue	Bidder shall submit detailed technical catalogue of the offered machine with the quotation.				

(viii) List of two years recommended spares	Successful bidder shall provide list of 2 years recommended spares required after warranty period.	
(ix) Manual	Successful bidder shall provide 3 sets of part catalogue and operation & maintenance manual along with the supply of materials.	
(x) Commissioning of Crane	Successful bidder shall commission the crane at NFL Nangal site.	
(xi) Type of Tender	TWO PART BID [Open Tender]	
(xii) Earnest Money Deposit (EMD)	<p>Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of RTGS/NEFT/BG(detailed as per NIT Clause No. 3 of Special terms and conditions)</p> <p>(Exemption to MSE Vendors to submit EMD, against submitting of valid MSE Registration Certificate alongwith offer)</p> <p>Incase EMD/SD submitted through NEFT/RTGS, URN. No for the same may be mentioned</p>	
(xiii) Security Deposit	<p>In case of order, the tenderer shall be required to furnish non-interest bearing SD @ 5% of the Order Value after adjusting EMD (if already submitted) within 15 days from the date of receipt of order.</p> <p>(Detailed as per NIT Clause No. 4 of Special terms and conditions).</p> <p>Incase EMD/SD submitted through NEFT/RTGS, URN. No for the same may be mentioned</p>	
(xiv) Payment Terms	<p>No Advance Payment shall be made.</p> <p>100% payment of material supplied will be made within 30 days subject to receipt, acceptance and successful commissioning of material at our site.</p>	
2	Offer Validity	Price and delivery quoted by you must be firm and valid for a minimum period of 90 days from the date of Opening of Quotation.
3	Complete Bank Details	Please mention your Complete Bank details and upload a copy cancelled cheque.
4	Transit Insurance	Transit Insurance will be arranged by supplier at his cost
5	Price Basis	Please confirm that quoted prices are on FOR Basis . (Please do not comment 'Agreed' against this column)
6	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.
7.1	Delivery Period	Vendor shall quote/mention Delivery Period specifically in Weeks/Months for supply of Items. Please do not comment 'Agreed' against this column.
8	Liquidated Damages	1/2 % per week subject to Maximum 5 % of Delivery Order Value.
9	GST Rate	Tenderer to confirm rate of GST (%), if applicable.
10	GST No.	Bidder to mention here complete GST No.
11	HSN Code	Please, indicate HSN Code of the Item(s)

12	MSMED Registration	Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises. MSE Policy shall be applicable.	
13	Relationship	<ul style="list-style-type: none"> It shall be certified by the tenderer that None of NFL Employee is related to Owner / Director of Firm. It shall be certified by the tenderer that None of Ex-Employee of NFL is employed with vendor Firm. 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. 	
14	Black-listing/ Delisting	Vendor to confirm that they have not been delisted/ black-listed in any Unit of NFL.	
15	The tenderer should be a Manufacturer or an authorized dealer of manufacturer.	In case the manufacturer want to quote through their authorized dealer/distributor then authorization certificate from the manufacturer is required. For participation in the Tender, Tender specific approval is required from manufacturer and authorized dealer/distributor shall confirm that materials will be supplied by them from Prime source, in case order is bagged by them.	
16	Any Other Comment/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.	
	*	Please confirm acceptance of all the above terms and conditions of this Tender Document.	
17	MAKE IN INDIA	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 notified vide order no. P- 45021/2/2017 BE-II dated 15 th June 2017 Revision (Amended on 04.06.2020) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP)	
	A	The 'Class-I local supplier'/'Class-II Local supplier' 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	The 'Class-I local supplier = The minimum Local content equal or more than =50% Indicate percentage of local content and provide self-certification	
	ii	The 'Class-II local supplier = The minimum Local content equal or more than 20% but less than =50% Indicate percentage of local content and provide self-certification	
	iii	Non-Local Supplier- Means a supplier or service provider, whose goods, services or work offered for procurement, has local content less than 20%, Indicate percentage of local content and provide self-certification.	
18	MSME/MAKE IN INDIA CLAUSES	MSME / MAKE IN INDIA POLICY WILL BE APPLICABLE AS PER GOVT. NORMS FROM TIME TO TIME CHANGE.	
19	Specifications of materials	Vendor to confirm that their quoted material will be as per our NIT Specifications.	
20	Acceptance of NIT Terms & Conditions	Vendor will confirm their acceptance to the Terms and Conditions of the NIT without any deviation.	
21	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. 20 of Special Terms & Conditions (Techno Commercial).	
22	Regret	If the required material is not in your supply range, then please send regret mail to pravin@nfl.co.in	

23	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI)- Applicable for Micro, Small and Medium Enterprises	<ul style="list-style-type: none">• No• Yes, RXIL/A-Treds/M1Xchange• Registration Number- (tick agency with whom you are registered along with registration No)	
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Engine Maximum HP at Rated RPM	70 HP or above ✓
Rated RPM at Engine Maximum HP	(@rpm): 2200 (approx.) ✓
Power Steering	Yes ✓
Fuel Type	Diesel ✓
Engine Cooling System	Water Cooled ✓
Vehicle Emission Compliance	As per ARAI norms applicable at the time of PO. ✓
Vehicle Mileage (declared by OEM) (Km/Ltr)	To be specified by the vendor
Type of Gear Box	To be specified by the vendor
No of speeds Forward (Nos)	To be specified by the vendor
Maximum Forward Speed (Km/hr)	To be specified by the vendor
Maximum Reverse Speed (Km/Hr)	To be specified by the vendor
Power Steering	Yes
Brake type	To be specified by the vendor
Minimum Turning Radius (mm) with brakes	To be specified by the vendor
Minimum Turning Radius (mm) without brakes	To be specified by the vendor
Fuel Type	Diesel
Fuel Tank Capacity (Litres)	To be specified by the vendor
Type of Wheel Drive	Two wheel Drive
Front Tyre Size with ply rating (mm)	To be specified by the vendor
Minimum Ground Clearance (mm)	To be specified by the vendor
Backhoe Bucket Width (mm)	820 millimeter (approx.)
Backhoe Bucket Capacities (in Cubic Meter) with locking/bolted teeth	0.3 cubic meter or above
Backhoe Bucket Digging Depth (in Meter)	4.8 meter or above
Backhoe Bucket Digging Force in Kgf	To be specified by the vendor

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Backhoe Bucket Dipper Tear out Force in Kgf	To be specified by the vendor
Backhoe Bucket Loading Height (in Meter)	4.00 meter (approx.)
Backhoe Bucket Cutting Height (in meter)	5.50 meter or above
Backhoe Bucket Reach from swing Pivot (Meter)	5.00 meter or above
Type of Loader Bucket	Standard Bucket
Loader Bucket Minimum Capacity (in Cubic Meter)	1.0 cubic meter or above
Loader Bucket Dump height (in meter)	2.5 meter or above
Loader Arm Break out Force in kgf	To be specified by the vendor
Loader Bucket Maximum lift height in meter	3.00 meter (approx.)
Loader Bucket Pay Load in kgs	To be specified by the vendor
Operating Weight (Kgs)	To be specified by the vendor
Constructional Parameters Instrument Panel	Yes
Hour Meter	Yes
Fuel Gauge / Indicator	Yes
Temperature Gauge / Indicator	Yes
Battery Charge Indicator	Yes
Horn	Yes
Oil Pressure Gauge / Indicator	Yes
Battery Type	To be specified by the vendor
Battery Rating	To be specified by the vendor
Electrical Alternator	Yes
Electrical Starter	Yes
Front Lights	Yes
Rear Lights	Yes
Parking Lights	Yes

Brake Lights	Yes
Indicators Lights	Yes
Overall Length (mm)	To be specified by the vendor
Overall Width (mm)	To be specified by the vendor
Overall Height (mm)	To be specified by the vendor
Wheel Base (mm)	To be specified by the vendor
Cabin/canopy All round visible cabin With easy Walk Through Access	Yes
Cabin Instrumental panel with audio indicators	Yes
Cabin Instrumental panel with visual indicators	Yes
Rear view large convex mirror	Yes
Front screen wipe	Yes
Front and rear horn	Yes
Co- Adjustable driver seat	Yes
Approved by ARAI.	Yes
Backhoe loader shall be supplied in charged/ filled condition with recommended quantities of lube oil, hydraulic oil, brake oil, transmission oil, engine oil, axle oil, adblue etc. (if any) required for commissioning of the machine (diesel shall be provided by NFL at Nangal site).	To be specified by the vendor.


 14/12/23

ELIGIBILITY CRITERIA

Annexure-A

Sr. No.	Eligibility Criteria	Supporting Documents required
1	The bidder should be a manufacturer or authorized dealer of the manufacturer of Backhoe Loader.	<p style="text-align: right;"><i>Submit</i></p> <p>i) In case of Manufacturer, Bidder shall submit a copy of valid industrial licence issued by statutory Authority / Govt Agency.</p> <p>ii) In case of dealer, a valid copy of authorization from manufacturer shall also be furnished for this particular tender.</p>
2	<p>The bidder should have supplied similar item with performance certificate during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>Similar item means Backhoe Loader 50HP or more</p>	<p>The bidder shall submit copies of Purchase Orders (PO) / Contracts alongwith Performance Certificate for at least one of the following:</p> <p>a) Three PO's for supply of similar Item each costing not less than ₹14.88 lakhs (inclusive of GST) with performance certificate.</p> <p style="text-align: center;">OR</p> <p>b) Two PO's for supply of similar Item each costing not less than ₹18.60 lakhs (inclusive of GST) with performance certificate.</p> <p style="text-align: center;">OR</p> <p>c) One PO for supply of similar Item each costing not less than ₹29.76 lakhs (inclusive of GST) with performance certificate.</p> <p>In case party is not able to submit Performance certificate from End User, then party shall submit Name & address of the User plant and Name, phone. No. & email ID's of all the concerned persons of User Plant for confirmation of performance.</p> <p>In such case, decision of NFL on acceptance of bid will be final and binding to the vendor.</p>
4.	The average annual financial turnover of the bidder during the last three financial years i.e. 2020-21, 2021-22 and 2022-23 or calendar year 2020, 2021 and 2022 should be not less than Rs.11.16 Lakhs.	<p>Bidder shall submit self-attested copies of Audited Profit & Loss Account and Balance Sheet for the last three financial years i.e 2020-21, 2021-22 and 2022-23 or calendar year 2020, 2021 and 2022.</p> <p>In case, audited balance sheet / profit & loss account statement not available, turnover certificate duly certified by Chartered Accountant with UDIN as documentary evidence in support thereof.</p>

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**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 EXCEEDINGRS. _____ (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

BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT

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

This **BANK GUARANTEE** No. _____ made this day of _____

_____ 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** for Rs. _____.

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit 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 fulfil 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 **BANK GUARANTEE FOR SECURITY DEPOSIT** have been observed or not shall be final and binding on the **BANK**. In any case, however the Bank's responsibility under this **BANK GUARANTEE FOR SECURITY DEPOSIT** is limited to Rs. _____.

2. This **BANK GUARANTEE FOR SECURITY DEPOSIT** 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 **BANK GUARANTEE FOR SECURITY DEPOSIT** shall become null and void.

3. This **BANK GUARANTEE FOR SECURITY DEPOSIT** 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 Bank Guarantee for Security Deposit 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 BANK GUARANTEE FOR SECURITY DEPOSIT 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)