



NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)

Naya Nangal(Punjab)-140126 India

Materials Department

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Additional Terms and Conditions (ATC)

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|---|------------------------|----------------------|--|------------|------------------------|---|
| NFL Nangal Case Ref. No. | | | | | SPX/2023/367 | |
| Quotation No. & Date | | | | | | |
| Name of Bidder: | | | | | | |
| Vendor's 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 | | | | Vendors Comment | |
| 1 | Sr. No. | Material Code | Description of Material | UOM | Qty. Required | (Agreed / If not Agreed, Please Comment) |
| | i. | 7240101 | Manufacturing, Testing and Supply of Complete Ammonia Condenser with Shell Assembly including Shell, Tube Sheet, Tubes, Baffles, Tie Rods, Flanges, Pipes, End Covers/Domes etc. for Ammonia Condenser E 2401A/B of Storage Section as per Drawing No. NG-10897. | No. | 2.000 | |

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| | NOTE: | <p>1. Party shall submit Certificates from Third Party Inspection agency (TPIA) along with the supply of materials, in line with requirement given in Annexure-I</p> <p>2. Complete material including Shell, Tube Sheets, Tubes, Baffles, Tie Rods etc. Shall be in party scope.</p> <p>3. All the dimensions shall be maintained strictly as per drawing.</p> <p>4. Party has to submit Manufacturing Drawing of Tube Bundle for approval of NFL and Bar Chart for manufacturing of Ammonia Condenser within 15th days of receipt of order.</p> <p>5. Party shall submit Guarantee Certificate as per NFL terms and Conditions.</p> | |
| | Eligibility Criteria | Bidders shall agree to the Eligibility Criteria (Attached for the Tender and shall upload necessary documents (duly numbered) mentioned in it. Any offer which not meeting the Eligibility Criteria shall be rejected during Technical Evaluation. | |
| 2 | Earnest Money Deposit (EMD) | ₹50000/ (Rupees Fifty Thousand Only) in the form of RTGS/NEFT/BG(detailed as per NIT Clause No.16) -(Exemption to MSE Vendors to submit EMD, against submitting of valid MSE Registration Certificate alongwith offer) | |
| 3 | Security Deposit-cum-PBG | In case of order, the tenderer shall be required to furnish non-interest bearing SD-cum-PBG @ 5% of the Basic Value of the Order after adjusting EMD (if already submitted) within 15 days from the date receipt of order. (Detailed as per NIT Clause No.17). | |
| 4 | URN No. Detail | Incase EMD/SD-cum-PBG submitted through NEFT/RTGS, URN. No for the same may be mentioned | |
| 5 | Guarantee/Warrantee Certificates | You shall have to furnish a Guarantee / Warranty Certificate for your products against defective material / bad workmanship for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In case the material fails during the above Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents | |

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| 6 | Offer Validity | Price quoted by you must be firm and valid for a minimum period of 120 days from the date of Opening of Quotation. | |
| 7 | Payment Terms | No Advance Payment shall be made. 100% payment shall be made within 30 days of issue of our receipt cum acceptance certificate and submission of bill. | |
| 8 | Price Basis | Prices shall be quoted on FOR – Destination (i.e. NFL, Naya Nangal) basis including all taxes and other cost components. | |
| 9 | Packing, Forwarding and Freight Charges | It shall be inclusive in quoted rates. | |
| 10 | 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. | |
| 11 | Delivery Period after PO | Vendor shall quote/mention Minimum Shortest Delivery Period specifically in Weeks/ Months. Please do not comment 'Agreed' against this column. | |
| 12 | Packing of Material | Material should be properly packed to avoid any damage during transit. | |
| 13 | Liquidated Damages for Delay in Supply | 1/2 % per week subject to Maximum 5 % of Delivery Order Value. | |
| 14 | GST Rate | The rate (%) of GST considered in Total Price to be mentioned by Vendor and GST amount shall be inclusive in quoted rates as per GeM. | |
| 15 | GST No. | Bidder to mention here complete GST No. | |
| 16 | HSN Code | Please, indicate HSN Code of the Item(s) | |
| 17 | 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. | |
| 18 | Black-listing/ Delisting | Bidders shall give Self certification that they have not been Blacklisted/Delisting by any Government Department/Public Sector Undertaking/Co-Operative Unit. Offers of such Blacklisted/Delisted bidders shall not be considered. Please Do not mention 'Agreed' against this column, give self-certification. | |

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| 19 | Dealership/ Authorization Cert. | Party to furnish a valid Dealership/ authorization Cert. from their Principal (in case offer is submitted by a dealer). | |
| 20 | Any Other Comment / Information/Remarks | No Deviation to the terms & conditions 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. | |
| 21 | 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. | |
| 22 | Specifications of materials | Vendor to confirm that their quoted material will be as per our NIT Specifications. | |
| 23 | i) MSMED Registration | Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises. (Details as per Clause No.35 under Other Terms & Conditions of NIT) | |
| | ii) 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) | |
| 24 | 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" June 2017 Revision (Amended on 04.06.2020) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) Bidder shall be required to submit Self-Certification Form-Make In India (Local Content) on their Letter Head as per Annexure-Y enclosed alongwith offer | |
| 25 | RESTRICTION CERTIFICATION (As per Sr. No. 40 of Other Terms & Conditions of ATC) | Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per Annexure-Z enclosed alongwith offer | |

Other Terms and Conditions

1. **Offers not submitted as per instructions are liable to be rejected.**
2. If the weight of the material permits dispatch by post parcel/courier, this may clearly be stated in the quotations.
3. Rates must be quoted in the UOM “**Unit Of Measurement**” as per our ATC.
4. Complete specifications of the Stores offered together with manufacturer's name brand, etc., of each of the item must be given in the quotations and descriptive literature and samples (wherever necessary or required) should be sent along with the quotations.
5. **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.
6. 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.
7. 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.
- ~~8. Tenderer must confirm that they have provided detailed break-up of landed price, i.e. amount of Basic Rate, Packing & Forwarding Charges, GST, freight, etc. have been separately shown in the price bid.~~
9. 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.
10. **DELIVERIES/LIQUIDATED DAMAGES:**
Bidder shall quote the minimum guaranteed delivery period.
 - 1.1 If the material is not delivered as per specified schedule, NFL reserves the right to either:-
 - i. In case of delay in supplies;- accept the goods at its sole NFL discretion after charging liquidated damages @ 0.5% per week or part thereof of the value of stores not delivered, subject to maximum 5% of the order value **Plus GST as applicable on LD Charges**, shall be recovered. However, we reserve our right to cancel the order and/ or purchase the material in open market on your account and at your risk in case of delay in supplies or
 - ii. Treat the delay as default of Purchase Order and forfeit security deposit, terminating the Purchase Order forthwith and taking, other action/s against the supplier, within the provisions of the Purchase Order.
11. The manufacturers, or their authorized representatives, quoting for items of machinery and equipped must state in their quotations whether they are licenced under the industries

(Development & Regulations) Act, 1951 for the production of the equipment and arrangements (are) proposed for assembly and supply.

12. We reserve the right to reject the quotation in full or in part without assigning any reason thereof.
13. 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.

14. **PAYMENT TERMS:**

No Advance Payment shall be made.

100% payment shall be made within 30 days of issue of our receipt cum acceptance certificate and submission of bill.

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.

15. **GUARANTEE/WARRANTY CERTIFICATE:**

“You shall have to furnish a Guarantee / Warranty Certificate for your products against defective material / bad workmanship for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In case the material fails during the above Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents”.

16. **EARNEST MONEY DEPOSIT (EMD):** Tenders can be submitted EMD of Rs.50000/- (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 : **SBIN0000689**

MICR : **140002304**

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 party shall also arrange confirmation of Bank Guarantee (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".

- iv) 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.
17. **SECURITY DEPOSIT-CUM-PBG To be submitted @5% of the Basic 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 party shall also arrange confirmation of Bank Guarantee (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”.

iv) 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 The successful tenderer shall be required to furnish non-interest bearing **Security Deposit-Cum PBG @ 5% of the Basic Value of the Order 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-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 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

18. Tenderers must also mention their GST Regn. No. & HSN Code No. of item in the quotation.
19. GST portion of the invoice shall be reimbursed only against submission of documentary evidence of having deposited the same. In case, supplier is a dealer, he shall have to submit the invoices issued from manufacturer for supplies on account of NFL, as evidence of having deposited the GST. In this case the GST shall be reimbursed on the basis of GST actually deposited subject to maximum of GST Amount applicable on the Basic Price contracted by NFL with the supplier.
20. No escalation will be allowed due to any increase in GST in case of extension sought by the parties beyond stipulated delivery period.
21. 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.
22. 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.
23. NFL reserves the right to accept or reject at its sole discretion any bid/ all bids in whole or part &/or except other than lowest bid without assigning any reason thereof.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. **FORCE MAJEURE:**

Neither party shall be considered in default in the performance of their obligations under the contract. If such performance is prevented or delayed or restricted or interfered with by reasons of war, hostilities, revolution, rebellion, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto or because of any act of God. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period of it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with utmost efforts on cessation of force majeure events. The party invoking force majeure will inform the other party of the period for which the force majeure conditions continued along with authentic documentary evidence in proof of occurrence of Force Majeure events.

30 **ARBITRATION:**

The contract shall be governed by and construed in accordance with the laws of India.

For Indian Parties:

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

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

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

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

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

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

The seat and venue of arbitration shall be Nangal Unit.

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

For 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”.

31 **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.

- 32 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.

- 33 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.

34 **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.

35 **MSMED ACT 06:**

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 and vide Notification dated 01/06/2020 or latest notifications regarding MSE.

- a) **Declaration of Udyog Adhar Memorandum (UAM) No. by the vendors on CPPP is mandatory from 01.04.2018. Vendors registered with MSME ensure that their UAM number should**

appear on CPPP, failing which they shall not be entitled to enjoy the benefit of Public Procurement Policy MSMEs Order, 2012.

Vendor shall submit a copy of UAM (Udyog Aadhar Memorandum) / Relevant certificate as applicable under MSMED.

- b) All MSE Vendors registered with CPSEs are also required to be registered on "TReDS" platform (www.rxil.in) and "MSME-SAMADHAAN" portal of M/o. MSME. as per Department of Public Enterprises office memorandum No. DPE/7(4)/2017-Fin. Dated 17.10.2018.

However, NFL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.

- 36 **PACKING OF MATERIAL:** The material should be properly packed to avoid any damage during transit.
- 37 Party to furnish a valid Dealership/ Authorization Certificate from their Principal (in case offer is submitted by a dealer).
- 38 No road permit is required in the State of Punjab.
- 39 **ANY EXCEPTIONS/DEVIATIONS TO THE ATC SHALL BE SPECIFICALLY STATED.**
- 40 **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.
- 41 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.
- 42 Whenever the bidder is silent about the acceptance of ATC conditions such as Bank Guarantee, Warranty Period, Liquidated Damages etc., 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.
- 43 "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."
- 44 Party to mention full contact details (Such as Name of the Contact Person, Mob. / Phone, e-mail etc.)
- 45 **PUBLIC PROCUREMENT POLICY (Under Make in India)**
- 1.0 Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no.P-45021/2/2017 BE-II dated 15th June 2017 & revision **Amended on 04.06.2020 (Copy Enclosed)** of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.

1.1 Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) order 2017. The salient features of which are as under:

- a) **Minimum Local Content:- The minimum local content shall ordinarily be 50%**
- b) **Margin of Purchase Preference:- The margin of purchase preference shall be 20%**

1.2 **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.

1.3 In case of procurement for a value in excess of Rs. 10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practising Cost Accountant or practising Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.

1.4 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment.

A self-certificate to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.

2.0 In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content vendor will be evaluated with 20% purchase preference.

3.0 NFL reserve the right to relax the norms on prior experience & turnover for start-ups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.

4.0 In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.

4.1 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

4.2 In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However, the exemption from furnishing Bidding Document fee and Bid Security/EMD shall continue to be available to MSE Bidders.

Bidder shall be required to submit Self-Certification Form- Make In India (Local Content) on their Letter Head as per Annexure-Y enclosed alongwith offer .

46 **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 .

CHECKLIST

| S.No. | Description | Vendor Response | Remarks |
|--------------|---|------------------------|----------------|
| 1 | Party Name | | |
| 2. | Party Contact Person | | |
| 3. | Contact No. & Email ID | | |
| 4. | Bid Validity (120 days) | | |
| 5. | Delivery Period (60 days) | | |
| 6. | LD Clause Compliance (ATC) | | |
| 7. | Guarantee/Warranty Clause Compliance (ATC) | | |
| 8. | MSME Status | | |
| 9. | Type of Supplier Class-I/Class-II/Non-Local | | |
| 10. | BoQ Compliance (duly Signed & Stamped) | | |
| 11. | ATC Document Compliance (duly signed & stamped) | | |
| 12. | Payment Terms Compliance as per ATC | | |
| 13. | OEM Authorization | | |

**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 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.

ANNEXURE

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 the Security 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 up to _____ 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)