



NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)
Naya Nangal(Punjab)-140126 India
Materials Department
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NFL Tender Ref: SM/2024/09

Sr. No.	Material Code	Description of Material	UoM	Qty.	Vendor Confirmation (Yes/ No/remarks)
1	2642571	Manufacture, Testing & Supply of Carbon Steel Seamless Pipe Line Conforming To ASTM A106 Gr. B with Beveled Ends in random Length of 5-6 meter. Size: 200NB Sch40 (Vendor to give their acceptance for all above specifications in Vendor Confirmation column provided)	MTR	150	
Note :					Vendor Confirmation (Yes/ No/remarks)
1. All pipes shall be manufactured by seamless process with examination, inspection and testing confirming to applicable ASTM specifications. Party shall submit a certification to this effect. The cost of the certification (if any) shall be included in quoted prices.					
2. Material shall be supplied in Beveled ends with protective capping & anti-corrosive coating on surface.					
3. Party shall furnish hydro test certificate along with supply of material. The cost of the certification (if any) shall be included in quoted prices.					

<p>4. Party have to furnish a Guarantee / Warranty Certificate for all the above mentioned 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.</p>	
<p>5. Party shall furnish material test certificate for Physical properties and Chemical composition from NABL accredited lab. The cost of the certification (if any) shall be included in quoted prices.</p>	
<p>6. Kindly confirm the quoted rates must be inclusive of all (i.e GST, Freight, Material test certificates , any other testing charges, Transit Insurance and P&F etc.)</p>	
<p>7. Kindly mention the GST (%age) However, quoted rates must be inclusive of all GST.</p>	<p>.....%</p>

Techno-Commercial Template

(Vendor to give their acceptance/response for all field below in Vendor Confirmation column provided)

S. No.	Description	Parameter	Vendor Confirmation (Yes/ No/remarks)
1	Party Name	Name of Bidder: Contact Person: Mobile No. : Email:	
2	Offer Validity	Price quoted by you must be firm and valid for a minimum period of 90 days from the date of Opening of Quotation.	
3	Payment Terms	No Advance Payment shall be made. 100% payment of material supplied will be made within 30 days subject to receipt, acceptance of material at our site.	
4	Price Basis	Prices shall be quoted on FOR – Destination (i.e. NFL, Naya Nangal) basis including amount of Basic Rate, Packing & Forwarding Charges, GST, freight, MTC Charges & Third party (if any) etc. and any other cost components.	
	Packing, Forwarding and Freight Charges	It shall be inclusive in quoted rates.	
5	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.	
6	Delivery Period after PO	Party Shall deliver the material within 60 days from the date of GeM Contract/NFL PO/NFL LOI. Vendor can also quote/mention Minimum Shortest Delivery Period other than above period in days/weeks.	
7	Packing of Material	Material should be properly packed to avoid any damage during transit.	

8	Liquidated Damages for Delay in Supply	1/2 % per week subject to Maximum 5 % of Delivery Order Value.	
9	GST No.	Bidder to mention here complete GST No.	
10	HSN Code	Please, indicate HSN Code of the Item(s)	
11	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. 	
12	Black-listing/ Delisting	Bidders shall give Self consent against this column 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.	
13	Dealership/ Authorization Cert.	Party to furnish a valid Dealership/ authorization Cert. from their Principal (in case offer is submitted by a dealer).	
14	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.	
	*	Please confirm acceptance of all the above terms and conditions of this Tender Document.	
15	MAKE IN INDIA (LATEST POLICY APPLICABLE)	<p>Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P-45021/2/2017 BE-II dated 15th June 2017 Revision (Amended on 04.06.2020) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP)</p> <p>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</p>	

	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% <u>Indicate percentage of local content and provide self certification</u>	
	ii	The 'Class-II local supplier = The minimum Local content equal or more than 20% but less than =50% <u>Indicate percentage of local content and provide self certification</u>	
	iii	Non-Local Supplier - Means a supplier or service provider, whose goods, services or work offered for procurement, has local content less than 20%, <u>Indicate percentage of local content and provide self certification.</u>	
16	MSE (LATEST POLICY APPLICABLE)	<p>You must confirm whether you are registered as a general , SC/ST or Women owned Micro / Small / Medium enterprises under MSMED Act-2006 promulgated by Govt. of India vide notification dated 16.06.2006 India and vide Notification dated 01/06/2020:-. If so, please indicate the relevant category in your offer & furnish copy of registration certificate.</p> <p>i. Micro:- Where the investment in Plant & Machinery does not exceed Rs. One Crore and turnover does not exceed Rs. Five Crore. or</p> <p>ii. Small:- Where the investment in Plant & Machinery does not exceed Rs. Ten Crore and turnover does not exceed Rs. Fifty Crore. or</p> <p>iii. Medium: - Where the investment in Plant & Machinery does not exceed Rs. Fifty Crore and turnover does not exceed Rs. Two Hundred and Fifty Crore.</p>	

		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.	
		Vendors may please confirm whether you are registered as MSE (Micro or Small Enterprises). If so, please enclose requisite certificate. In case you are not registered as MSE, you will procure at least 25% of value of contract/P.G. as Goods/Services from MSEs and a certificate to this effect will be submitted by you along with Invoice	
		Please also indicate whether the MSE owned by SC/ST Entrepreneurs. If yes, attach relevant category certificate issued by authorities concerned.	
		MSE owned by women entrepreneurs shall upload valid certificate issued by concerned authorities failing which it will be presumed that MSE firm is not owned by women entrepreneurs.	
		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.	

17	RESTRICTION CERTIFICATION	<p>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:</p> <p>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.</p> <p>Vendor to provide confirmation/consent of the following clause against this column:</p> <p>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with india; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"</p>	
18	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) 	
19	MAKE IN INDIA	Please submit duly filled, signed & stamped Annexure-Y	
20	MODEL CLAUSE CERTIFICATE	Please submit duly filled, signed & stamped Annexure-Z	

Additional Terms and Conditions:

1. 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 letterhead as follows:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with india; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

2. **Payment Terms** : 100% payment will be paid within 30 days after receipt and acceptance of material at site.
3. MSE benefits will be given as per MSE Policy.

4. **DELIVERIES/LIQUIDATED DAMAGES:**

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.

General Terms & Conditions of Purchase Order and instructions toSuppliers

This order is subject to conditions given in the Notice Inviting Tender, and also the following:

1. **PACKING:** While dispatching Stores ordered, it will be the responsibility of the supplier to sufficiently and properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of Stores packed therein.
2. **MARKING:** Each packing/bundle must be prominently marked with Order No. and packing No.
3. **DISPATCH DOCUMENTS:** An advice note quoting the Order No. shall accompany each consignment. A duplicate advice note along with Railway or Motor receipt must be sent to the consignee by Speed Post/Regd. Post acknowledgement due, sufficiently in advance, so that the same reaches the consignee before the arrival of Stores at destination. Any demurrage incurred on account of late or non-receipt of dispatch documents will be recovered from supplier. All RRs/GRs must be in the name of National Fertilizers Limited and only where specifically agreed the same can be consigned to self. **Please be noted that while supplying of material vendor has to mention the NFL Tender Ref No. along with the GEM Contract.**
4. **REJECTION:** If the goods dispatched against the Purchase Order are found to be not of correct quality or not according to specifications required as per the Purchase Order or received in damaged or broken conditions or otherwise not satisfactory owing to any reason and of which the Company (National Fertilizers Limited) shall be the sole judge, the Company will be entitled to reject the materials, cancel the contract and buy its requirements in the open market against the Purchase Order and recover the loss, if any from the supplier, reserving to itself the right to forfeit the deposit, if any placed by supplier for the due fulfillment of the contract. The supplier will make arrangement to remove the rejected material at his risk and responsibility.
5. **Test Certificate:** All certificates called for under the conditions of the order must be sent by Registered Post/Speed Post/Reputed Couriers. National Fertilizers Limited will not allow any upward revision or prices during the period of contract unless specifically stated in the Purchase Order.
6. **FORCE MAJORE:** 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 inferred 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.

7. **SUB-LETTING:** Sub-letting of contract or part thereof is not permissible without the consent of NFL.
8. **BANK CHARGES:** Bank charges shall be to the supplier's account unless specifically mentioned to the contrary or otherwise in the Purchase Order.
9. **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 Foreign Parties:

- (b) “Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause.

The seat and venue of the arbitration shall be at New Delhi, India.

The language of the arbitration shall be English.

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

For CPSEs and Government Department:

- (c) 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”.

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)