



NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)

Naya Nangal(Punjab)-140126 India

Materials Department

Phone-+91 9417559168; Fax- 01887-220541

Email: rkdua@nfl.co.in

Additional Terms and Conditions (ATC)

NFL Nangal Case Ref. No.				SP/2023/44	
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 (Agreed / If not Agreed, Please Comment)	
	Sr. No.	Material Code	Description of Material		Qty. in No.
1	i.	4304231	SPARES FOR NITRIC ACID PUMPS. CASING FOR PUMP DRAWING No.61-MEQ-1528, MOC: ASTM A -351-CF8, C: 0.08% MAX., Si:1.5% MIN., Ni:8-10%, Cr.:16.5-18.5%, Mo: 2-3%.	2.00	
	NOTE: i	MATERIAL SHALL BE MANUFACTURED UNDER THIRD PARTY INSPECTION OF M/S. LRA/TUV/BV/EIL/PDIL			
	NOTE II	THE SCOPE OF THIRD PARTY SHALL BE:- (I) REVIEW OF CHEMICAL COMPOSITION (II) REVIEW OF PHYSICAL PROPERTIES (III) REVIEW OF DIMENSIONS AS PER DRAWING 61-SP-1528 (IV) WITNESS OF HYDRAULIC TEST AT 10KG/CM2			

	NOTE 111	ALL TEST CERTIFICATES SHALL BE SIGNED AND STAMPED FROM INSPECTION PARTY.	
2	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	
3	Prices	Bidders should preferably quote the prices on FOR NFL STORE NAYA NANGAL i.e., inclusive of P&F ,Freight charges and GST.	
4	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.	
5	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.	
6	PRICE LIST	Kindly confirm that that you have submitted Price List of your company for the offered items.	
	*	Kindly confirm that you have not quoted less price to other companies in recent period for item which you offered to NFL	
7	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.	
8	Delivery Period after PO	Vendor shall quote/mention Minimum Shortest Delivery Period specifically in Weeks/ Months. Please do not comment 'Agreed' against this column.	
9	Packing of Material	Material should be properly packed to avoid any damage during transit.	
10	Liquidated Damages for Delay in Supply	1/2 % per week subject to Maximum 5 % of Delivery Order Value.	
11	GST Rate	Tenderer to confirm rate of GST(%), if applicable . inclusive in total cost.	
12	GST No.	Bidder to mention here complete GST No.	
13	HSN Code	Please, indicate HSN Code of the Item(s)	

14	Registered under TReDS	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) 	
15	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. 	
16	Black-listing/ Delisting	Vendor to confirm that they have not been delisted/ black-listed in any Unit of NFL.	
17	Dealership/ Authorization Cert.	Party to furnish a valid Dealership/ authorization Cert. from their Principal (in case offer is submitted by a dealer).	
18	Mode of Payment	Through NEFT/RTGS by way of Electronic Fund Transfer (EFT). You will inform your 11 digit Core Banking bank Account No., Name and Place of branch and branch code no., enabling NFL to arrange the transfer of due payment in their account directly.	
19	Bank Charges	Bank Charges for this facility of direct credit by to their bank account will be borne by the party/ Tenderer.	
20	Complete Bank Details	Please mention your Complete Bank details and upload a copy of cancelled cheque.	
21	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.	
22	HSN Code	Please, indicate HSN Code of the Item(s)	
23	MSMED Registration	Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises.	
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 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% <u>Indicate percentage of local content and provide self certification</u>	
	ii	The 'Class-II local supplier' = The minimum Local content 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 or equal to 20%, <u>Indicate percentage of local content and provide self certification.</u>	
25	Specifications of materials	Vendor to confirm that their quoted material will be as per our NIT Specifications.	
26	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.	
27	RESTRICTION CERTIFICATION (As per Sr. No. 40 of Other Terms & Conditions of NIT)	Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per Annexure-Z enclosed alongwith offer	

Annexure-I

Eligibility Criteria

Technical Eligibility Criteria		
S. No.	Eligibility Criteria	Supporting Documents required
1.	<p>The bidder should have supplied similar Item during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>Similar item means Manufacturer or supply of SS casing for centrifugal pump.</p>	<p>The bidder shall submit copies of Purchase Orders (PO) / Contracts for at least one of the following:</p> <p>a) Three PO's / contracts for supply of similar Item each costing not less than Rs. 1.62 Lacs (inclusive of GST).</p> <p style="text-align: center;">OR</p> <p>b) Two PO's / Contracts for supply of similar Item each costing not less than Rs. 2.02 Lacs (inclusive of GST).</p> <p style="text-align: center;">OR</p> <p>c) One PO / contract for supply of similar Item costing not less than Rs. 3.23 Lacs (inclusive of GST).</p>

V. Satsang

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 of material supplied will be made within 30 days subject to receipt, acceptance 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.

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. In case GST is chargeable extra, the rate of the same applicable must be clearly mentioned in the quotation. Tenderers must also mention their GST Regn. No. & HSN Code No. of item in the quotation.
17. 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.
18. No escalation will be allowed due to any increase in GST in case of extension sought by the parties beyond stipulated delivery period.
19. 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.
20. 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.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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 **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”.

30 **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.

- 31 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.

- 32 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.

33 **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.

- 34 **PACKING OF MATERIAL:** The material should be properly packed to avoid any damage during transit.

- 35 Party to furnish a valid Dealership/ Authorization Certificate from their Principal (in case offer is submitted by a dealer).

- 36 No road permit is required in the State of Punjab.

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

- 38 **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.

- 39 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.

- 40 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.

- 41 "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."
- 42 Party to mention full contact details (Such as Name of the Contact Person, Mob. / Phone, e-mail etc.)
- 43 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 (90 days)		
6.	Interchangeability Certificate Compliance		
7.	LD Clause Compliance (ATC)		
8.	Guarantee/Warranty Clause Compliance (ATC)		
9.	MSME Status		
10.	Type of Supplier Class-I/Class-II/Non-Local		
11.	BoQ Compliance (duly Signed & Stamped)		
12.	ATC Document Compliance (duly signed & stamped)		
13.	Payment Terms Compliance as per ATC		
14.	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)