



नेशनल फर्टिलाइजर्स लिमिटेड

दूरभाष/Phone:07544-273050, 273691

(भारत सरकार का उपक्रम)

फैक्स/Fax:07544-273089

National Fertilizers Limited

ई-मेल/E.mail : prvjp@nfl.co.in

(A Government of India Undertaking)वेबसाइट/website:

www.nationalfertilizers.com

Vijaipur – 473111, Distt- Guna (MP)

(An ISO 9001:2008, ISO 14001:2004 & OHSAS 18001:2007 Unit)

पंजीकृतकार्यालय: स्कोपकॉम्प्लेक्स, कोरIII, 7, इंस्टीट्यूशनलएरिया, लोधीरोड, नईदिल्ली110003 •दूरभाष01124360066 •फैक्स: 24361553
Regd. Office: Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi 110003 • Tel: 01124360066 • Fax: 01124361553
Corporate Identification No. (CIN): L74899DL1974GOI007417

NOTICE INVITING TENDER

Tender Ref No : NFV/PUR/BIA230206

Due Date : As per GeM

EMD Required :Rs 50,000/=

Terms & Conditions of Notice Inviting Tender

निविदाआमंत्रण सूचना की सामान्य शर्तें एवंनिबंधन

1. The prices should be on FOR NFL Vijaypur Site / Store basis.
2. The rate should be inclusive of all (i.e. Basic Price, Discount (if any), P&F, GST, Freight etc).
3. Our standard terms of payment are within 30 days of the receipt of the material in good condition. NFL shall prefer release of payment by ECS/EFT. **For this, please give your Account No. in any branch of State Bank of India along with its Branch Code** in your Offer and your acceptance for release of payment by ECS/ EFT from our bank, **State Bank of India, NFL VIJAIPUR (Code: 30282), NFL Complex, Vijaipur-473 111, Dist. Guna (MP).**
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. Price and delivery quoted by you must be firm and valid for a minimum period of **180 days** from the due date of opening of quotation.
6. **The tenderer shall quote the price strictly as per the online GeM Proforma.**
7. It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either (i) recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or (iii) cancel the contract without prejudice to out rights under (i) & (ii) above.

8. Quotations must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/overwritings. Incomplete quotations are liable to be summarily rejected.
9. We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. We also reserve the right to split and place order on more than one suppliers.
10. **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.**
11. NFL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
12. 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.
13. 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.
14. 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.
15. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day.
16. 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.
17. 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.

18. **FORCE MAJEURE** Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence thereof this effect.
19. In all cases of disputes, the decision of **National Fertilizers Limited** shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof.
20. **ARBITRATION:** Any, disputes or differences whatsoever arising between the parties and relating to the construction, interpretation, application meaning scope, operation or effect of the contract or the validity or breach thereof shall be settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the SCOPE and the award made in pursuance thereof shall be final and binding on both the parties.

It is agreed by and between the parties that in case a reference is made to the arbitrator or the arbitral tribunal for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the arbitrator or the arbitral tribunal shall not award interest on the awarded amount more than the rate of SBI PLR or actual interest rate paid by the owner (NFL), whichever is lower, prevailing on the date of award of contract.

21. **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 of Jurisdiction in Guna District in the State of Madhya Pradesh.

Sd/-
For DGM (Materials)
National Fertilizers Limited, Vijaipur

Tender Ref No : NFV/PUR/BIA230206**List of Item (Annexure-A)**

SI NO	ITEM CODE	DESCRIPTION	UOM	QUANTITY
1	IA4130243	BONNET GASKET FOR TAG NO.: 431-USV-22 (HG FLOW BLOCK VALVE)/431-USV-27(2NG STAGE DISCHARGE BLOW OFF VALVE). SERVICE:SYNTHESIS GAS, SIZE: 2" X 2",RATING: ANSI 600 # AND ANSI 900 #. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE	ST	1.00
2	IA4130244	GLANG PACKING SET FOR TAG NO.: 431-USV-22 (HG FLOW BLOCK VALVE)/431-USV-27(2NG STAGE DISCHARGE BLOW OFF VALVE). SERVICE:SYNTHESIS GAS, SIZE: 2" X 2",RATING: ANSI 600 # AND ANSI 900 #. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	1.00
3	IA4130245	BONNET GASKET FOR TAG NO.: 431-USV-24(II) (MAKE UP BLOCK VALVE)/431-USV-25(II) (RECYCLE SUCTION VALVE) /431-USV-26(II) (RECYCLE DISCHARGE BLOCK VALVE). SERVICE: SYNTHESIS GAS, SIZE: 2" X 2",RATING: ANSI 2500 # BW. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	2.00
4	IA4130246	P/B GASKET FOR TAG NO.: 431-USV-22 (HG FLOW BLOCK VALVE)/431-USV-27(2NG STAGE DISCHARGE BLOW OFF VALVE). SERVICE: SYNTHESIS GAS, SIZE:2" X 2",RATING: ANSI 600 # AND ANSI 900 #. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	1.00
5	IA4130248	GASKET FOR TAG NO.: 431-USV-23 (1ST STAGE SUCTION BLOCK VALVE). SERVICE: SYNTHESIS GAS, SIZE: 16" X 16", RATING: ANSI 300 #. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	1.00
6	IA4130249	BONNET GASKET FOR TAG NO.: 431-USV-24(I) (MAKE UP BLOW OFF VALVE). SERVICE: SYNTHESIS GAS, SIZE: 10" X 10",RATING: ANSI 2500 #. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	1.00
7	IA4130250	GLAND PACKING SET FOR TAG NO.: 431-USV-28 (3RD STAGE DISCHARGE BLOW OFF VALVE)/ 431-HCV-29 (HP COMPRESSOR DIVISIN WALL PROTECTION VALVE). SERVICE: SYNTHESIS GAS,SIZE: 2" X 2",RATING: ANSI 2500 # BW. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	1.00

8	IA4130251	BONNET GASKET FOR TAG NO.: 431-USV-25(I) (RECYCLE SUCTION BLOCK VALVE)/ 431-USV-26(I) (RECYCLE DISCHARGE BLOCK VALVE). SERVICE: SYNTHESIS GAS, SIZE: 16" X 16",RATING: ANSI SPECIAL BW. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	1.00
9	IA4130252	GLAND PACKING SET FOR TAG NO.: 431-USV-25(I) (RECYCLE SUCTION BLOCK VALVE)/431-USV-26(I) (RECYCLE DISCHARGE BLOCK VALVE). SERVICE: SYNTHESIS GAS, SIZE: 16" X 16",RATING: ANSI SPECIAL BW . DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	2.00
10	IA4130253	O - RINGS FOR TAG NO.: 431-USV-24(I) (MAKE UP BLOW OFF VALVE). SERVICE:SYNTHESIS GAS, SIZE: 10" X 10",RATING: ANSI 2500 #. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	1.00
11	IA4130254	O - RINGS FOR TAG NO.: 431-USV-25(I) (RECYCLE SUCTION BLOCK VALVE)/431-USV-26(I) (RECYCLE DISCHARGE BLOCK VALVE). SERVICE: SYNTHESIS GAS, SIZE: 16" X 16",RATING: ANSI SPECIAL BW. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	2.00
12	IA4130255	GLAND PACKING SET FOR TAG NO.: 431-USV-24(I) (MAKE UP BLOW OFF VALVE). SERVICE: SYNTHESIS GAS, SIZE: 10" X 10",RATING: ANSI 2500 #. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	1.00
13	IA4130256	BONNET GASKET FOR TAG NO.: 431-USV-28 (3RD STAGE DISCHARGE BLOW OFF VALVE)/ 431-HCV-29 (HP COMPRESSOR DIVISIN WALL PROTECTION VALVE). SERVICE: SYNTHESIS GAS, SIZE: 2" X 2",RATING: ANSI 2500 # BW. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	1.00
14	IA4130257	GLAND PACKING SET FOR TAG NO.: 431-USV-23 (1ST STAGE SUCTION BLOCK VALVE). SERVICE: SYNTHESIS GAS,SIZE:16" X 16",RATING: ANSI 300 #. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	1.00
15	IA4130258	GLAND PACKING SET FOR TAG NO.: 431-USV-24(II) (MAKE UP BLOCK VALVE)/431-USV-25(II) (RECYCLE SUCTION VALVE) /431-USV-26(II) (RECYCLE DISCHARGE BLOCK VALVE). SERVICE: SYNTHESIS GAS, SIZE: 2" X 2",RATING: ANSI 2500 # BW. DETAILED SPECIFICATION AS PER ATTACHED ANNEXURE.	ST	2.00
16	IA4130259	WIPER FOR TAG NO.: 431-USV-22 (HG FLOW BLOCK VALVE)/431-USV-27(2NG STAGE DISCHARGE BLOW OFF VALVE). SERVICE: SYNTHESIS GAS, SIZE: 2" X 2",RATING: ANSI 600 # AND ANSI 900 #. Detailed specification as per Attached Annexure	ST	1.00

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SPECIAL NOTES:

- 1. The Items is/are of Proprietary Nature and the offer is required to be submitted directly by M/s Koso (OEM) or through their authorized distributor/dealer/channel partner, if any. The distributor/dealer/channel partner will be required to submit a Tender Specific valid authorization certificate from M/s Koso along with their offer, failing which the offer will not be considered**
2. Bidders will be required to submit your comments/confirmation on all the points mentioned in Technical Commercial Bid Annexure-D along with their offer.
3. The items shall be guaranteed against manufacturing defects and bad workmanship for a period of 18 months from the date of supply or 12 months from the date of installation, whichever is earlier and you will submit Guarantee Certificates to this effect along with dispatch documents.
4. Any deviation from NIT, specifications should be clearly mentioned in your offer.
5. Bidder to quote / confirm your shortest firm delivery period in your offer.
6. TDS will be deducted from GST payable from the bill in accordance with GST Act/Law. You shall be required to accept the same on the GST portal within 3 days from the due date of filing of TDS return (GSTR7) by NFL to enable us to issue the TDS certificate to you in time. If you fail to accept the same in the GST portal, penalty if any imposed by GST authority will be recovered from you.
7. Our GST Registration details are as under: Taxpayer Trade Name: NATIONAL FERTILIZERS LTD VIJAIPUR GUNA; Taxpayer Legal Name: NATIONAL FERTILIZERS LTD; ID No. 23AAACN0189N2ZB
8. Please provide your GST REGISTRATION details & HSN Code of each item in your Quotation.
9. Please confirm that the material would be properly packed in the event of placement of order.
10. Your Offer should be valid for 180 days from the date of Tender Opening. Please confirm the same in your Quotation or As per GeM Validity.
11. Please confirm your acceptance to our payment terms of 100 percent within 30 days of receipt and acceptance of material at NFL Vijaipur Stores by way of ECS/ EFT from our bank, State Bank of India, NFL Vijaypur (Branch Code: 30282), Vijaypur-473111, Dist. Guna (MP). In this connection, please furnish following details: (i)Your Account Number in any Branch of State Bank of India or any other Bank, (ii) Name of Bank, Branch Name, Address and Branch Code, IFSC/NEFT/RTGS Code and MICR Number.
12. In case you are registered as MICRO/SMALL Enterprise (MSEs) under `The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME.
 - The Micro & Small Enterprises (MSEs) shall be entitled for benefits under the Public procurement Policy for Micro & Small Enterprises subject to the terms and conditions indicated therein for the following:

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- (i) Public Procurement (Preference to Make in India), Order 2020.
- (ii) Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 as amended on date.
- (iii) Relaxation of Norms for Startups notified vides Order No. F.20/2/2014-PPD (Pt.) dated 20th September, 2016 of Ministry of Finance, Department of Expenditure, Procurement Policy Division.

- Provisions of Public Procurement (Preference to make in India) order 2020 notified vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) shall be applicable.
- 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.
- **Registration on Udyam Registration Portal:** MSE bidders are required to register themselves on Udyam Registration Portal, failing which they will not be able to enjoy the benefit as per Public Procurement Policy for MSEs order, 2012 issued by MSME.

13. If a tenderer resorts to any frivolous, malicious or baseless complaint/ allegations with an 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 upto a period of TWO (2) YEARS.

14. MSME Vendor Payment Through TReDS:

GoI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

MSME bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to

The detail of RXIL contact person is as below:

Contact Name : Mr. PrajayShukla
Contact No : 8090051171
E Mail ID : prajay.shukla@rxil.in

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures. NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinanced invoice/s of MSME bidders seeking payment from NFL directly shall be processed as per the Standard Payment terms agreed in PO / Contract.

All financing cost for using the facility shall be borne by the MSME bidder only.

(NK Kishore Dass)
Manager (Materials)



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Template for confirmation on Techno-Commercial Points (to be filled & submitted by bidder)

	Name of the Bidder	M/s.	
S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
1	Item Description	As above.	
2	Quantity Required	As above.	
3	Guarantee/ Warranty	The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. In case the material fails during guarantee period due to defective material or bad workmanship, you will have to replace/rectify the same free of cost. The guarantee certificate should indicate our order number and your invoice number. Guarantee Certificate shall be submitted along with despatch documents.	
4	Offer Validity	180 days from bid opening or as per Gem requirement	
5	Price Basis	FOR NFL Vijaipur Site/Stores basis.	
6	Enhancement of Rates after submission of Quotation not allowed	No enhancement of rates will be allowed once the quotation is submitted/accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.	
7	GST	The rate (%) of GST quoted & considered in Total Price to be mentioned by Vendor.	
8	GST Identification Number	Tenderers shall invariably mention the GST Identification Number allotted to them.	
9	HSN Code	Tenderers shall invariably mention the HSN Code of the offered items.	
10	Freight	Paid by Party for supply of material up to NFL Vijaipur Site/Store basis.	
11	Transit Insurance	The rates should be exclusive of transit insurance from Dispatch Station to our warehouse. The goods shall be covered under NFL's Open Marine Policy/NFL Open policy.	
12	Payment Term	100% payment within 30 days after receipt & acceptance of material at our site through RTGS.	
13	Delivery Period/Schedule	Please confirm your shortest firm Delivery Period.	
14	Price Firmness	Vendors to confirm that the quoted prices will remain firm till execution of the PO except variations in statutory duties/taxes.	

15	Liquidated Damages for Delay in Supply	It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either: (i) recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or (iii) cancel the contract without prejudice to our rights under (i) & (ii) above.	
16	Packing	Shall be securely packed before dispatch so as to avoid any damage during transit. Please mention Net Weight/Gross Weight/Dimensions and Size of Packages etc. of the item being offered	
17	Mode of Despatch	By road preferably through TCI/ETO.	
18	PAN Number	Vendors to indicate the PAN Number allotted to their firm/company and upload the scan of the PAN Card.	
19	MSMED Registration (For Indian Bidders)	See Annexure I for details. In case no information is given by you, it will be presumed that you are not covered by the MSMED Act and consequently not eligible to the benefits admissible under the Act.	
20	Clear Understanding	When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.	
21	Relationship	It shall be certified by the Tenderers that none of NFL employee is related to Owners/ Directors of their Company/Firm (In case any relative is working in NFL, furnish details separately).	
22	*	It shall be certified by the Tenderers that none of NFL's ex-employee is employed in their Company/Firm (In case any ex-employee of NFL is employed, furnish details separately)	
23	*	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.	
24	Debarment of Tenderers	If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an 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 two (2) years.	
25	Blacklisting/Delisting of Bidders previously	It shall be certified by the Tenderers that they have not been delisted/blacklisted by any Institutional Agency/Govt. Department/Public Sector Undertakings for participation in the Tenders and no other Firm/Sister Concern/ Associate belongs to the same group is participating/submitted the tender against this E-Tender	
26	Award of Contract	Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.	
27	Secrecy	Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.	

28	Compliance to statutory requirements/laws (for Indian Bidders)	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.	
29	Laws governing Purchase Order	The purchase order shall be governed by the Laws of Union of India for the time being in force.	
30	Subletting of Contract Not allowed	The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.	
31	Disputes	In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof (Applicable for Indian Bidders) and in accordance with Rules of ICC (for Overseas Bidders).	
32	Force Majeure	As per Tender Document.	
33	Arbitration	As per Tender Document.	
34	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 the Courts located at Guna in the Guna district of Madhya Pradesh State.	
35	Acceptance of NIT Terms and Conditions and uploading of complete Set of Tender Enquiry	Vendors will confirm their acceptance to the Terms and Conditions of the NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions.	
36	Any Other Comment / Information /Remarks	No Deviation to the Terms & Conditions of NIT is allowed. Offers with any condition/deviation are liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	
37	Uploading of Other documents	Vendors may upload any other document (if required) and indicate the same.	
38	Bidder's comments on Annexure-D	You will be required to give your comments/confirmation on all the points mentioned in Techno Commercial Bid Annexure-D of our NIT, in your offer.	
39	Purchase Preference under Make in India	Bidders have to furnish the Self Certification form (Ref Annexure-G: Self-Certification Form: Make In India (Local Content)) along with the bid.	
40	Model Clause of Procurement	Bidders have to submit Annexure for Model Clause (Ref Annexure-H: Model Clause Certificate: Public Procurement) along with the bid.	
41	Interchangeability certificate	The items being quoted by you should be one to one exact fitment / replaceable / interchangeable with the ones presently installed in NFL Vijaypur Plant. You will submit an Interchangeability Certificate to this effect along with dispatch documents at no extra cost to NFL. Interchangeability Certificate should clearly mention our Purchase Order Number.	
42	PROPRIETARY ITEM AND REQUIREMENT OF VALID OEM AUTHORIZATION	The Items is/are of Proprietary Nature and the offer is required to be submitted directly by M/s Koso(OEM) or through their authorized distributor/dealer/channel partner, if any. The distributor/dealer/channel partner will be required to submit a tender specific valid authorization certificate from M/s Koso along with their offer, failing which the offer will not be considered	
43	Contact Details of Contact Person	Please furnish contact details of your authorized personnel's for future correspondence in this case (Two Contact Numbers and their e mail Id's)	
44	Material Test Certificate	In event of placement of order, you will submit Material Test Certificate for the items being supplied by you as issued to you by your OEM i.e. M/s Koso along with dispatch documents at no extra cost to NFL.	

45	Country Of Origin	In event of placement of order, you will submit Country Of Origin Certificate for the items being supplied by you along with dispatch documents at no extra cost to NFL.	
46	Earnest Money Deposit (EMD)	You will be required to submit EMD an amount of Rs. 50,000/= (Rupees Fifty Thousand Only) along with your offer as per Tender requirement	
47	Security Deposit (SD)	In event of placement of order, you will submit Security Deposit equivalent to 5% (Five Percent) of order value as per Tender requirement valid of d period covering Delivery Period + 3 months claim period.	

We hereby declare that we have read, understood and accepted all terms & conditions of NIT without any deviation. As a token of same, we are uploading herewith digitally signed Tender Document. Upload duly digitally signed Tender Document.

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

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Vijaipur-Guna (M.P)-473111

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,

This is to certify that M/s.....is a 'Class I Local Supplier'/ 'Class II Local Supplier (Tick appropriate option & cut the other one) 'at the time of tender, bidding or solicitation hereby confirm that the item offered 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 bidder 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

Certificate regarding Procurement from a Bidder of a country which shares a land border with India

(On Company's Letter Head)

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Vijaipur-Guna (M.P)-473111

Sub: Model Clause Certificate 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 bidder of a country which shares a land border with India.

We certify that this bidder M/s..... [Vendor Name & address] is not from such a country.

or,

However, if any bidder falls in the category of bidders as indicated in the Definitions clause at S.no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020, should submit the certificate as under:

We hereby certify that M/s..... [Vendor Name & address] is from such a country and has been registered with Competent Authority (specified in Annexure- I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt.23.07.2020) and further certify that our firm fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.

For M/s.....
Authorized Signatory

(with company seal & Name)

Earnest Money Deposit (EMD): (As per GeM)

Tenderers must submit Earnest money deposit of **Rs. 50,000/-** (Rupees Fifty Thousand Only). EMD can be submitted by way of:-

- i) E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as under:-
 - a. NFL's Account No. **1 0 3 4 6 6 7 3 3 1 1**
 - b. Name of Bank: **State Bank of India**
 - c. Branch Name: **NFL Vijaypur (NFL Complex)**
 - d. Branch Code: 30282
 - e. IFS Code: **SBIN0030282**

After depositing the amount through RTGS/NEFT, the bidders will be required to immediately inform us the details of amount deposited i.e. Depositor's name, our NIT No. and nature of deposit (i.e. EMD/SD-PBG etc.) through e-mail to facashvp@nfl.co.in.

or

- ii) Crossed Demand Draft favouring National Fertilizers Ltd. issued by any Nationalized/Scheduled Bank payable at State Bank of India, NFL Vijaypur Branch (Code: 30282), NFL Complex, Vijiapur-473111, Dist. Guna (MP) (Details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

Or

- iii) Bank Guarantee from any Scheduled/Nationalized Bank (except Rural/Co-Operative Banks) as per our prescribed format (see Annexure-H). The Bank Guarantee should be valid for a period of 120 days from Tender Opening Date and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

- iv) ***Cheques shall not be accepted in any case.***

Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by DD or Bank Guarantee, it should be ensured by the vendor that the original DD/Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of DD/Bank Guarantee given online by the vendors.

Earnest money shall be forfeited at the sole discretion of NFL in case tenderer after Intimation from NFL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.

Earnest Money of the successful tenderers shall be returned on submission of security deposit. Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible.

No interest will be paid on the Earnest Money Deposit.

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 INR _____(RUPEES _____ ONLY).

1. WE _____ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO NFL AN AMOUNT NOT EXCEEDING INR _____(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 INR _____(Rupees _____ 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 _____ 202__

CORPORATE SEAL FOR BANK.

Security Deposit: (5% of PO Value)

Successful Tenderer, for the faithful and proper fulfillment of the contract, shall have to furnish Security Deposit (SD) equivalent to **5% (FivePercentage) of Order Value** within 30 days of receipt of Purchase Order. Security Deposit can be furnished in the form of:-

- a. E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as per 15.01 (i) above.

OR

- b. By way of a Bank Guarantee from any Nationalized/Scheduled Bank (*except Rural and Co-operative Banks*) in the format prescribed by NFL (see Annexure-I). The Bank Guarantee should be valid for the period covering the **Full Delivery Period + plus a claim period of 3 months**.

The bank Guarantee should be submitted by bankers directly to NFL in a sealed envelope (by Registered AD Post only).

ON-LINE CONFIRMATION OF BANK GUARANTEE THROUGH SFMS:

The Vender/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS (Structured Financial Messaging System) platform directly to the NFL Banker, i.e. ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code: ICIC0000031, as per following details:

- (i) **IFN 760 COV for issuance of bank guarantee.**
- (ii) **IFN 767 COV for amendment of bank guarantee.**
- (iii) **Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV / IFN 767 COV.**
- (iv) **Issuing bank shall mention NFL beneficiary code as “ NFLNATIONAL04022015” in field 7037 of IFN 760 COV/IFN 767 COV.**

Security Deposit shall be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. NFL shall have the sole discretion to '*Call in*' the Bank to pay the whole or part of the amount of Bank Guarantee.

The above deposit shall 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. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.

In the event of breach of any of the terms and conditions of the contract, NFL shall have the right to draw from the Bank Guarantee/Security Deposit either the whole or part of value of Bank Guarantee or Deposit and tenderer shall make good the value of Bank Guarantee/Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

The amount so drawn shall 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 hereupon.

In the event of forfeiture of whole or part of the Security Deposit, the tenderer shall deposit further sum/sums so as to maintain the full security amount deposit as per Clause 16.01 above

The Security Deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by NFL. It shall be lawful for NFL, if any difference or dispute is likely to exist, to defer the release of Security Deposit or any portion thereof, which may be due for release until such difference and dispute had been finally settled or adjusted.

The Security Deposit amount shall not carry any interest.

BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT

(To be prepared on Stamp paper issued in the name of Bank) This BANK GUARANTEE No. _____ made this _____ day of _____ 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 for INR _____.

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of INR _____ 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 BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to INR _____

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

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

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially 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 BANK GUARANTEE FOR SECURITY DEPOSIT is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

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

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)