

# नेशनल फर्टिलाइजर्स लिमिटेड

# **National Fertilizers Limited**

(भारत सरकार का उपक्रम)

(A Government of India Undertaking) विजयपुर-४७३१११, जिलाः गुना (म.प्र)

Vijaipur – 473 111. Dist: Guna (MP). India (An ISO 9001, 14001 & OHSAS 18001 Unit) CIN No. L74899DL1974GOI007417



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Ref: NFV/PUR/BIA211190-V

# **NOTICE INVTING TENDER** (Two Part Bidding)

Online Tenders under Two Part Bid system are invited through GeM for the supply of following material as per specifications mentioned in Annexure-C:-

Tender No. and Date	NFV/PUR/BIA21119 E-Tender ID:	90-V					
Description of Work	GAS CHROMATOGRAPI	H SYSTEM					
Type of Bid	Two Part Bid						
Earnest Money Deposit	Rs. 1,00,000/- (Rupees	One Lakh only)					
Security Deposit-cum-	(Napec)	one Later only)					
Performance Bank	5% of Order Value						
Guarantee (SD-cum-PBG)							
Offer Validity period	Minimum 120 days f	rom tender op	ening date or as per GeM				
Important Dates		-	-				
	Start Date and Time for Tender Documents	or downloading	AS PER GEM SCHEDULE				
	Last Date and Time fo E-Bids	r submission of					
	Start Date and Time	for opening of					
Important Dates	Part-I Tender (i.e. Un-	oriced Bids)					
	Date and Time for opening of Priced Bids (Part-II)		Price bids of only those bidders shall be opened whose bids are found technically suitable by NFL				
	Annexure-A	Special Instruc	tions to Tenderers				
	Annexure-II	Eligibility Criter					
	Annexure-B	General Terms Tender	and Conditions of Notice Inviting				
	Annexure-C	Details of Inde	nted Item				
	Annexure-D	Techno-Commo	ercial Bid Template to be d and submitted by Tenderers				
List of Documents	Annexure-E	Price Bid Forma	at (Supply) FOR REFERNECE				
List of Documents	Annexure-F	Price Bid Forma	at (Service) FOR REFERENCE				
	Annexure-G	<b>Loading Criteri</b>	a NOT APPLICABLE				
	Annexure-H	BG Format for	EMD				
	Annexure-I	Technical Spec	rifications & Scope of Supply				
	Annexure-J	BG Format for	SD-cum-PBG				
	Annexure-K	Self-Certification	on Form: Make In India				
	Annexure-L	Model Clause C	Certificate: Public Procurement				

For further details, visit our E-Portal Site https://etenders.gov.in/eprocure/app. Any future amendment/modification to the NIT will be displayed only on our E-Tender Portal https://etenders.gov.in/eprocure/app Bidders are requested to visit our E-Tender Portal regularly in their own interest to check for any amendment/modification to the NIT.

Dy. General Manager - Materials



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**Annexure-A** 

#### E-Tender ID: NFV/PUR/BIA211190-V

#### SPECIAL INSTRUCTIONS TO TENDERERS

#### 1.00 Mode of Tendering:

The Vijaipur Unit of National Fertilizers Limited has decided to do the procurement of **'GAS CHROMATOGRAPH SYSTEM at NFL, Vijaipur'** through **GeM** .

- 2.00 Offers are required to be submitted online on **GeM Portal** in place of offers in 'Hard Copy under Sealed Envelope' as is being done conventionally. Tender Submission, Tender Closing and Opening activities will as per **GeM Portal**. No oral, email, telephone, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- 3.00 The NIT will be posted on **GeM Portal** from where vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online.
- 4.00 Interested Vendors shall visit **GeM Portal** for downloading of tender documents, bid preparation, hash submission, bid submission etc. The Tenders shall be duly digitally signed and encrypted by the Tenderers using their Digital Signature Certificate.
- 5.00 The entire responsibility of protecting their own Login ID and the Password and keeping their Digital Signature Certificates safe so that it is not misused by any other person rest with the Tenderers only.
- 6.00 All the vendors participating in the online **GeM** procurement have to abide by the process involved in the entire workflow of the **GeM** procurement.
- 7.00 For queries, you may contact NFL. Contact details are as under:

#### a. National Fertilizers Limited (For Tender details)

i.	Name:	Shri NKK Dass, Manager – Materials
	Contact No.: Board Tel. No. 07544-273528/29 Ext. No. 2307, 27305	
	Email: nkkda	•
ii.	Name:	Shri Sanjay Pandey ; Deputy General Manager (Materials)
	Contact No.:	9888234054, Email: spandey@nfl.co.in

#### b. Technical Support Contact of Service Provider ( For Vendors ):

For any technical related queries related to **GeM Please conact GeM Technical Suport Team as per GeM Portal** 

- 8.00 Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender documents before proceeding for preparation of Online Bid.
- 9.00 No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
- 10.00 NFL shall not be held responsible for any mistake made by the vendor at the time of bidding process. In case any Vendor submits any invalid bid due to any reason whatsoever including typing mistake/human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.

#### 11.00 Tender Schedule: As per GeM Portal

<u>Note:</u> After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended/amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is preponed/amended

#### 12.00 **Tender Opening:**

The tenders will be opened electronically by NFL from Vijaipur Office. The submission of bids may however be done by vendors from their office or from place of their choice. However bids cannot be submitted after the bid submission due date & time as per the schedule.

- 13.00 The quantity indicated in **Annexure-C** is our estimated requirement which may vary at the time of ordering at the sole discretion of NFL.
- 14.00 The contract shall be finalized on 'total delivered cost' basis
- 15.00 NFL reserves the right to negotiate with the lowest bidder at its sole option. In such case, the negotiations shall be held with the lowest bidder only at NFL Vijaipur and prior intimation shall be given by NFL to such bidder.
- 16.00 NFL reserves the right to reject or accept any tender without giving any reason.

#### 17.00 System failures and remedial measures thereof/course of action to be followed:

NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality:

	1	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
ŀ	2	Bids have been submitted but the same cannot	
		be opened by NFL.	suitably.

# 18.00 Name & Address of the Consignee/Unit:

Senior Manager (Materials) Stores National Fertilizers Limited Vijaipur-473 111

Dist: Guna (MP)

#### 19.00 **GST of Vijaipur Unit**

Taxpayer's Trade Name: National Fertilizers Limited, Vijaipur, Guna

Taxpayer's Legal Name: National Fertilizers Limited

Provisional ID Number: 23AAACN0189N2ZB



# **National Fertilizers Limited**

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CIN No. L74899DL1974GOI007417

**Annexure-B** 

## E-Tender ID: NFV/PUR/BIA211190-V

# **General Terms and Conditions of Notice Inviting Tender**

- 1.00 Detailed Specifications of **"GAS CHROMATOGRAPHY at NFL, Vijaipur"** required by us are given in **Annexure-I.**
- 2.00 Rates are to be quoted on FOR Destination basis (FOR NFL Vijaipur Site / Stores basis. Including Basic Price, P&F, Freight and GST. For delivery of material at NFL Vijaipu Site / Stores. Along with it's other Services) indicating break-up of various components as per online GeM Price Bid proforma.

### 3.00 **Price Firmness**

The quoted rates shall remain firm during the validity period of Purchase Order except for variation in statutory levies. The increase in statutory levies if any shall be borne by NFL provided the supplies are as per schedule. However in case of decrease in statutory levies if any, the payment shall be made on actual basis.

# 4.00 **Tender Submission**

- 4.01 The tenders will be submitted electronically online on **GeM** Portal. No Oral, Email, Telephonic, Telegraphic tenders or Tenders submitted in hardcopies/ physical form will be entertained.
- 4.02 Tenders should be submitted online duly digitally signed and encrypted by the Tenderers using their Digital Signature Certificate.
- 4.03 Bidders are expected to examine all the instructions, forms, terms and conditions in the bidding documents. the invitation to bid together with all its attachments thereto shall be considered to be read, understood and accepted by the Bidders, unless deviations are specifically stated in the seriatim by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of the bid.
- 4.04 No amendment to the tender would be admissible under any circumstances, whatsoever after closing date and time of submission of tenders.
- 4.05 The tenderers must submit/upload online, one set of the tender documents duly digitally signed by using digital certificates in token of acceptance of all the tender conditions along with their techno-commercial bid failing which their tender may not be considered.
- 4.06 Complete specifications of the Stores offered together with manufacturer's name brand, etc. of each of the item must be indicated in the Technical Bid and descriptive literature and samples (wherever necessary or required) should be sent separately by post immediately after uploading the tender documents.
- 5.00 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.
- 6.00 Wherever the bidder is silent about the acceptance of NIT conditions such as Bank Guarantee, Guaranty period, Liquidated Damages etc., it shall be presumed that the bidder has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
- 7.00 In case of non-compliance of Commercial Terms & Conditions of NIT, loading criteria as per Annexure-G shall be applicable. NOT APPLICABLE. BIDDERS HAVE TO AGREE TO ALL GeM NIT TERMS AND CONDITIONS.

#### 8.00 Compensation for submission of Tenders:

Tenderers shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though NFL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.

#### 9.00 Clarification of bidding documents

A prospective Bidder requiring any clarification on procedure, tender specifications etc. (both technical and commercial) can be had from NFL, Vijiapur (Shri Sanjay Pandey, Deputy General Manager – Materials / Sh. NKK Dass; Manager (Materials) Phone Nos. 07544-273691 / 07544-273528/29 Ext. No. 2307, 273050) in writing by e-mail/fax so as to ensure submission of bid on or before the bid closing date

#### 10.00 Language of Bid

The bid prepared by the Bidder and all correspondence/drawings and documents relating to the bid exchanged between the Bidder and the Owner shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by English translation in which case, for purpose of interpretation of the bid, the English translation shall govern.

#### 11.00 Change in Tender Schedule:

NFL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the tenderers well in time by email/fax/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the vendor to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. NFL shall not be responsible if a vendor is not able to participate in any activity related to this tender due to change in tender schedule.

#### 12.00 Acceptance/Rejection of Bids:

Notwithstanding anything to the contrary contained herein, NFL reserves the right to accept or reject, at its sole discretion, any Bid/all bids in whole or in part and/or accept other than the lowest bid without assigning any reasons thereof and to annul the bidding process at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for NFL's rejection. No correspondence will be entertained with regard to acceptance or rejection of an offer. NFL is also not bound to disclose the reasons for rejection of the offer to the tenderers.

#### 13.00 Right to vary/split the order

NFL shall have the right to vary the quantities, split and place the order on more than one supplier wherever considered necessary without any liability of any kind whatsoever.

#### 14.00 MSMED Declaration (For Indian Bidders only):

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:
  - (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 20<sup>th</sup> 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 16<sup>th</sup> September, 2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) shall be applicable. Bidders have to submit the duly filled, stamped and signed form enclosed at Annexure-N.
- 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.

It shall also be confirmed by the Bidders if the MSEs owned by SC/ST Entrepreneurs and in that case submit a copy of documentary proof issued by concerned authorities.

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.

# 15.0 Earnest Money Deposit (EMD):

- 15.01 Tenderers must submit Earnest money deposit of **Rs. 1,00,000/-** (Rupees Onee Lakh 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. 10346673311
    - b. Name of Bank: **State Bank of India**
    - c. Branch Name: **NFL Vijaypur (NFL Complex)**
    - d. Branch Code: 30282e. 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

- 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.
- 15.02 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.
- 15.03 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.
- 15.04 Earnest Money of the successful tenderers shall be returned on submission of security deposit.
- 15.05 Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible.
- 15.06 No interest will be paid on the Earnest Money Deposit.

#### 16.00 Security Deposit-cum-Performance Bank Guarantee: (5% of PO Value)

- 16.01 Successful Tenderer, for the faithful and proper fulfillment of the contract, shall have to furnish Security Deposit cum Performance Bank Guarantee (SD-cum-PBG) equivalent to **5%** (**Three Percentage**) 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-J). The Bank Guarantee should be valid for the period covering the Full Delivery Period + Guarantee 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.
- 16.02 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.
- 16.03 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.
- 16.04 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.
- 16.05 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.
- 16.06 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
- 16.07 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.
- 16.08 The Security Deposit amount shall not carry any interest.

## 17.00 **Price Submission:**

- 17.01 The bidders shall quote the rates on **FOR NFL Stores, Vijaipur basis** [Incluing Basic Price, P&F, Freight and GST. Along with other Services] as per **GeM** Online Price Bid Format. The enclosed Price Bid Format i.e. Annexure-E & F is for REFRENCE PURPOSE ONLY. The matierla shall be delivered at NFL Vijaipur Site / Stores
- 17.02 If for any reason, prices tendered are for delivery **FOR Forwarding Station**, the freight charges together with the gross weight of the material should be clearly mentioned in the quotation. In case the rates quoted are Ex-Godown/ Ex-Factory, the packing and forwarding charges should either be included in price or stated separately in definite terms (if applicable).NOT APPLICABLE
  - NFL, shall, however, reserve the right to enter into a contract either on Ex-Works, F.O.R. Despatch Station or F.O.R. Destination basis at its sole discretion. NOT APPLICABLE
- 17.03 **GST:** Rates quoted by you in GeM Bid Format will be inclusive of all Taxes and Duties. GeM Price Bid rate will be for delivery of material on FOR NFL Vijaypur Site / Stores basis i.e. Inclusive of all.
- 17.04 **Packing and Forwarding Charges:**

P&F Charges should be included in the quoted price (if applicable).

- 17.05 Transit Insurance: **As per GeM Policy**
- 17.06 Tenderers must mention their GST Identification Number/PAN allotted by statutory authorities in the Technical Bid positively. Tenderers must invariably mention the HSN Code of the offered item.
- 17.07 Quoted rate(s) FOR prices should remain firm till complete execution of the order. Vendors should confirm the same in their offers.
- 17.08 The tenderer shall quote the price strictly as per the **GeM Online Price Bid Format** for schedule of prices. 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.

## 18.00 Conversion to Single Currency

To facilitate evaluation and comparison, NFL will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees based on the exchange rate for TT Selling prevailing on the date of price bid opening as notified by any Indian Nationalized/Scheduled Bank / published in reputed / largely circulated Newspapers such as Economic times (India)/Financial Express (India) etc.

- 19.00 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.
- 20.00 No escalation will be allowed due to any increase in duties/levies in case of extension sought by the parties beyond stipulated delivery period.

#### 21.00 Payment Terms & Mode:

21.01 NFL will not make any advance/progressive payments.

#### 21.02 Our Standard Terms of Payment for Indian bidders are as under:

- (a) **Supply Portion:** 70% payment + taxes within 30 after Receipt & Acceptance of material & two years spares at our site through RTGS & balance 30% on final acceptance & handed over the system to Owner to the fullest satisfication of Owner.
- **(b) Installation & Commissioning:** 100% payment within 30 days after successful installation & commissioning of supplied material at our site through RTGS.
- **(c) Training Charges:** The payment of Training Charges shall be made after successfully completing training at vendor's work.

**(d) AMC Charges:** The payment of AMC Charges shall be made at the end of each AMC Year against submission of Invoice.

#### Bidder may provide the following details in their quotations:-

- a) Name of the Bank, Branch's Name and address and Branch Code
- b) Account Number and Type
- c) RTGS/IFSC/MICR Code of the Bank

Our Banker: State Bank of India, NFL Vijaypur Branch (Code: 30282), NFL Complex, Vijaypur – 473111, Dist: Guna (MP)

#### 22.00 Validity of Tenders:

The tenders must be valid for acceptance for 180 days from the tender opening date

#### 23.00 **Guarantee:**

The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 12 months from date of commissioning & final acceptance of the system. In case the material fails / any problem occurs in Gas Chromatograph System during guarantee period due to defective material or bad workmanship, you will have to replace/rectify/attend 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. Tenderers shall confirm the same in their quotations.

#### 24.00 **Delivery Period**

Bidders shall indicate the shortest and firm delivery period for the offered item in their offer (Seprately for Supply Portion and Seprately for Erection / Installation and Commissioning Activity at NFL Vijaipur Site)

Tenderers may note that any change in statutory levies and imposition of new statutory levies beyond the rates prevalent on the date of offer, shall be to NFL's account, provided there is no delay in supply and deliveries are within the stipulated schedule. In case of delayed supplies/deliveries, any increase in statutory levies or new imposition of statutory levy will be to Supplier's/Contractor's account. However, any decrease in such levies for the delayed supplies/deliveries shall be to NFL's account.

#### 25.00 Liquidated Damages Charges/Penalty for Late Delivery:

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:

- 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.
  - GST as applicable on the LD Charges/Penalty shall also be recoverable in addition to LD Charges/Penalty applicable on delayed supplies.
- 26.00 Tenderers shall confirm that they will supply the material securely packed in a good transport worthy packing so as to avoid damage to the material during transit and storage.

## 27.00 **Destination for booking:**

#### **For Indian Vendors:**

a. By Road: - DOOR DELIVERY AT NFL VIJAIPUR SITE
b. Consignee: - CHIEF MANAGER - MATERIALS (STORES)
NATIONAL FERTILIZERS LIMITED, VIJAIPUR
DIST. GUNA (MP), PIN: 473111

# 28.00 **Inspection of Material**

The material will be inspected at NFL Stores, Vijaipur only after receipt and its report shall be final and binding.

### 29.00 Acceptance/Rejection of Material:

Subsequent to an order being placed against your Quotation, received in response to this Enquiry, if it is found that the material supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged conditions, not satisfactory owing to any reason of which we (NFL) shall be the sole judge, we shall be entitled to reject the material, cancel the contract and buy our requirement from 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 material within a fortnight of instruction to do so. Thereafter, material will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges as applicable, will be recoverable from the supplier.

## 30.00 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.

- 31.00 One person will be allowed to represent only one company during discussions/ negotiations with NFL. If same person is representing different companies with authorisation letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 32.00 The prospective tenderers having any common partners/Directors/Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible for participating in the tender.

Tenderers have to submit a declaration along with the Technical Bid declaring:-

- (a) That no other Firm/Sister Concern/Associate belonging to the same group is participating/submitting offer against this tender.
- (b) That the bidders, their associates, sister concerns etc. have not been blacklisted by any Institutional Agency/Government Department/Public Sector Undertakings in the last two years.

In case of concealment of any fact, if detected later on, such tenderer will be debarred from all future dealings with NFL.

- 33.00 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).
- 34.00 It shall 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).
- 35.00 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.
- 36.00 Should a tenderer or contractor have a relation/s or in case of a firm or Company of contractor's one or more of its shareholders or relations of shareholders employed in the N.F.L., the tenderer must disclose the names of such relation/s while submitting his offer, failing which, N.F.L. may at its sole discretion reject the tender or rescind the contract.

#### 37.00 **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.

#### 38.00 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 embodies 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.

39.00 The tenderer shall comply with all statutory requirements and laws in performing the contract. The responsibility for action/safety or his employees while performing the contract by the tenderer shall be solely his.

40.00 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.

41.00 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.

## 42.00 Laws Governing Purchsase Order

The purchase order shall be governed by the Laws of Union of India for the time being in force.

#### 43.00 **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.

#### 44.00 **Subletting of Contract:**

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.

#### 45.00 **Force Majeure:**

Neither party shall 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 commutation, fire, riot, earthquake, draught, floods, crop failure, strike, major break down of the plant or Acts of God or due to any restraint or regulation of the State or Central Government or a Local Authority/ies, 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-documentary evidence supporting the working of force majeure clause.

On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which force majeure to be effected.

#### 46.00 **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).

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 (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSE Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

#### 47.00 **Arbitration:**

47.01 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 though 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 up to 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 agrees 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 Arbitrator(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 thereunder.

It is agree by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the dispute/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 the contract.

#### The seat and venue of arbitration shall be at Delhi/NFL Vijaipur, Guna.

The cost of the proceeding 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.

#### 47.02 **Applicable for Foreign Vendors / Parties:**

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 Rule 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.

#### 47.03 **Applicable for CPSEs and Government Department:**

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 (AMRCED) 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 Department/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 Department/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."

47.04 Execution of Purchase Order shall be continued by the Supplier during the Arbitration proceedings unless otherwise directed in writing by NFL.

#### 48.00 Patent Rights

In the event of order, the Tenderer shall agree to indemnify the NFL or/and hold it/them harmless from against all claims, liability, loss, damage or expense including counsel fees arising from or by reasons of an action or claimed trade mark patent or copyright infringement or any litigation based hereon with respect of any part of the quoted items and such obligation shall survive acceptance of and payment for the items.

#### 49.00 **Indemnity**

In the event of order, the Tenderer shall indemnify and save harmless NFL and or customer from all claims, losses, demands, causes of action or studies arising out of the services, labour, equipment and material supplied.

#### 50.00 **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 Guna courts in the Guna district in the State of Madhya Pradesh, India.

# 51.00 **Registration on GeM Portal:**

As per the Office Memorandum No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure (under Ministry of Finance), it is mandatory for the sellers to be registered on GeM (Government e-Market) and obtain a unique **GeM Seller ID** at the time of placement of order/acceptance of contract. Further, this ID shall have to be incorporated on the Contract/Purchase order. As such, in case you happen to be a technically acceptable successful bidder, your prior registration on GeM is essential before placement of Contract/Purchase order.

# 52.0 Model Clause regarding Restrictions on Public Procurement from certain countries

With reference to OM No. 6/18/2019-PPD Dated 23.07.2020 amending Rule 144(xi) in the GFRs, 2017; Order (Public Procurement No. 1) Dt. 23.07.2020 Restricting bidders from certain countries under Rule 144 (xi) of GFRs, 2017; Order (Public Procurement No. 2) Dt. 23.07.2020 providing Exclusion from the restriction; and; Order (Public Procurement No. 3) Dt. 24.07.2020 providing Clarification to Order (Public Procurement No. 1); any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annex I of Order (Public Procurement No. 1) dated 23.07.2020.

The definition regarding "Bidder"; "Bidder from a country which shares a land border with India"; "Beneficial Owner" etc. shall be as per the Definitions clauses at sl no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020.

Bidders are required to go through them thoroughly and strictly adhere to the provisions contained in the OM & Orders and submit the duly filled, stamped and signed form enclosed at Annexure-P: Model Clause Certificate: Public Procurement detailed therein along with the bid documents.

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#### **National Fertilizers Limited**

(A Government of India Undertaking)
Vijaipur – 473 111, Dist: Guna (MP), India
(An ISO 9001, 14001 & OHSAS 18001 Unit)
CIN No. L74899DL1974GOI007417

Annexure-C

## <u>E-Tender ID:</u> NFV/PUR/BIA211190-V Dated: 10/02/2023

S. No.	NFL Item Code	Item Description	UOM	Quantity Required
1	JA2020042	GAS CHROMATOGRAPHY ALONG WITH ALL REQUIRED ACCESSORIES, TWO YEARS OPERATIONAL SPARES, INSTALLATION, COMMISSIONING AND TRAINING. DETAILED SPECIFICATION AS PER ANNEXURE-I	ST	1.000

#### Note:

- 1. Bidder should clearly mention make & model of all offered item along with technical bid
- The Complete Technical Specifications, Scope and other terms & conditions shall be as per Annexure-I.
- 3. Bidders will be required to submit your comments/confirmation on all the points mentioned in Technical Specifications Annexure-I, II & Techno Commercial Template Annexure-D along with offer.
- 4. The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 12 months from date of commissioning & final acceptance of the system. In case the material fails / any problem occurs in Gas Chromatograph System during guarantee period due to defective material or bad workmanship, you will have to replace/rectify/attend 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. Tenderers shall confirm the same in their quotations.
- 5. The Installation & Commissioning of the supplied system shall be in bidders scope.
- 6. Traning to NFL Engineers (03 Engineers for 5 days in one batch) for maintainance & software engineering at Vendor's work shall be in bidders scope. To & Fro Travelling charges shall be the scope of M/s NFL. Boarding, Lodging & Local Conveyance shall be scope of M/s NFL.
- 7. You will submit detailed technical specifications & catalogue of the offered items along with your offer.
- 8. The evaluation of the bids shall be done on the basis of over all landed cost including Supply, Services, Training Charges & AMC.
- 9. Any deviation from NIT specifications should be clearly mentioned in your offer.

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# **National Fertilizers Limited**

(A Government of India Undertaking)
Vijaipur – 473 111, Dist: Guna (MP), India
(An ISO 9001, 14001 & OHSAS 18001 Unit)
CIN No. L74899DL1974GOI007417

**Annexure-D** 

### **E-Tender ID:**

NFV/PUR/BIA211190-V Dated: 10/02/2023

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

		T	
	Name of the Bidder	M/s.	
S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
1	Item Description	AS PER ANNEXURE-C	
2	Quantity Required	AS PER ANNEXURE-C	
3	Guarantee	The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 12 months from date of commissioning & final acceptance of the system. In case the material fails / any problem occurs in Gas Chromatograph System during guarantee period due to defective material or bad workmanship, you will have to replace/rectify/attend 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. Tenderers shall confirm the same in their quotations.	
4	Earnest Money Deposit (EMD)	EMD of <b>Rs. 1,00,000/-</b> (Rupees One Lakh only), to be furnished in the manner as explained in Clause No. 15.00 of Terms and Conditions of NIT (Annexure-B). Bidders shall indicate the details of DD/BG here. (Scanned copy of DD/BG to be uploaded).	
5	Security Deposit cum Performance Bank Guarantee (SD-cum- PBG)	Successful Tenderer will have to furnish SD-cum-PBG equivalent to 5% of Order Value for the faithful and proper fulfillment of the contract as per Clause No. 16.00 of General Terms and Conditions of NIT (Annexure-B). Tenderers shall confirm their acceptance for the same.	
6	Offer Validity	Offers should be valid for 180 Days from bid opening date. Vendors confirm their acceptance OR AS PER GEM	
7	Price Basis	FOR NFL VIJAIPUR SITE / STORES BASIS (Delivery of material at NFL Vijaipur Stores inclusive of Basic Price, P&F, Freight and GST)	
8		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.	
9	GST	The rate (%) of GST quoted & considered in Total Price to be mentioned by Vendor.	
10	GST Identification Number	Tenderers shall invariably mention the GST Identification Number allotted to them.	
11	HSN Code	Tenderers shall invariably mention the HSN Code of the offered items.	
12	Freight	Freight Charges paid by Bidder for supply and delivery of material at NFL Vijaipur Site / Stores. Freight borne by supplier.	
13	Transit Insurance	The rates should be exclusive of transit insurance from Despatch Station to our warehouse. The goods shall be covered under NFL's Open Marine Policy/NFL Open policy or as per GeM Policy	

14	Payment Terms	(a) Supply Portion: 70% payment within 30 after Receipt & Acceptance of material & two years spares at our site through RTGS & balance 30% on final acceptance & handed over the system to Owner to the fullest satisfication of Owner  (b) Installation & Commissioning: 100% payment within 30 days after successful installation & commissioning of supplied material at our site through RTGS  (c) Training Charges: The payment of Training Charges shall be made after successfully completing training at vendor's work.  (d) AMC Charges: The payment of AMC Charges shall be made at the end of each AMC Year against submission of Invoice.  To be indicated by the Bidder: Shortest firm delivery period	
	Delivery Period/Schedule	for (a) For Supply: (b) For Installation & Commissioning Activities after site readiness/intimation:	
16	Price Firmness	Vendors to confirm that the quoted prices will remain firm till execution of the PO except variations in statutory duties/taxes.	
17	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. (Ref. Clause 25.00 of General Terms and Conditions of Notice Inviting Tender (Annexure-B).	
18	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	
19	Mode of Despatch	By road preferably through TCI/ETO.	
	PAN Number  MSMED Registration (For Indian Bidders)	Vendors to indicate the PAN Number allotted to their firm/company and upload the scan of the PAN Card.  See Clause No. 14.00 of General Terms and Conditions of Notice Inviting Tender (Annexure-B) 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.	
22	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.	
23	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).	
24	*	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)	
25	*	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.	

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Compliance to statutory Jules, regulations, by-laws as may be in force, from time to time. Party of the seller and the requirements/laws (for requirements/laws) (for consequence thereof shall be solely on account of the seller. Lability, if any, under this head shall be solely borne and paid for by the seller.  31 Laws governing The purchase order shall be governed by the Laws of Union of India for the time being in force.  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.  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.  34 Force Majeure  Shall be as per Clause No. 45.00 of Terms and Conditions of Notice Inviting Tender.  Arbitration Procedures shall be as per Clause 47.00 of Terms and Conditions of Notice Inviting Tender.  Acceptance of NIT Terms and Conditions of Nite Inviting Tender.  Acceptance of NIT Vendors will confirm their acceptance to the Terms and Conditions of Nite Inviting Tender.  Acceptance of NIT Wendors will confirm their acceptance to the Terms and Conditions of Nite NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as the same.  Any Other Comments  NITE inst	29	Secrecy	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.	
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Installation & The installation & commissioning of the system shall be in	39		with any condition/deviation are liable to be rejected at Sole option	
	40		The installation & commissioning of the system shall be in	

44	Bidder's comments or	You will be required to give your comments/confirmation on all the points mentioned in Technical Specifications	
41	Annexure-I, II & D	Annexure-İ, II & Techno Commercial Template Anneuxre-D of our NIT, in your offer.	
42	under Make in India	Content)) along with the bid.	
43	Model Clause of Procurement	As per Clause no. 52.0 of GTC, bidders have to submit Annexure for Model Clause (Ref Annexure-L: Model Clause Certificate: Public Procurement) along with the bid.	
44	Contact Details	Please provide contact details of your two officials (minimum) their valid e mail id and contact mobile number who will coordinate for this tendering process	

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.

# E-Tender ID: NFV/PUR/BIA211190-V Dated: 10/02/2023

## PRICE BID FORMAT (SUPPLY) FOR REFERENCE PURPOSE ONLY

# PRICE BID WILL BE AS PER GEM ONLINE BOQ FORMAT / PROFORMA

SI. No.	Item Description	Unit of Measurement	Quantity	HSN Code	Unit Price (in Rs.)	Total Basic Cost (Rs.)	P&F Charges (if applicable) (in % of 7)	Freight Charges, if any (from Despatchin g Station to NFL, Vijaipur (in % on 7)	IGST @ (in % of 7+8+9)	CGST @ (in % of 7+8+9)	SGST @ (in of 7+8+9)	Total – FOR – Delivered Price (Rs) (7+8+9+10+ 11+ 12)
1	2	3	4	5	6	7	8	9	10	11	12	13
01	SUPPLY OF GAS CHROMATOGRAPHY ALONG WITH ALL REQUIRED ACCESSORIES, TWO YEARS OPERATIONAL SPARES. DETAILED SPECIFICATION AS PER ANNEXURE-I	ST	1									

#### Note:

- 1. Goods and Service Tax, Freight etc. shall be paid extra at actuals against submission of documentary evidence subject to maximum of those quoted above.
- 2. Price basis should be clearly indicated in the offer and break-up of the rates should be given accordingly.

I/We have read all the terms and conditions of the NIT and the Annexure(s) thereto and agree to accept and abide by the same in toto. The above quotation has been prepared after taking into account all the terms and conditions of the NIT.

**Signature & Stamp of Tenderer** 

Date:

#### **E-Tender ID:**

NIT No. NFV/PUR/BIA211190-V Dated: 10/02/2023

# PRICE BID FORMAT (SUPPLY) FOR REFERENCE PURPOSE ONLY

# PRICE BID WILL BE AS PER GEM ONLINE BOQ FORMAT / PROFORMA

SI. No.	Item Description	Unit of Measurement	Quantity	SAC Code	Basic Price per Unit (in Rs.)	Total Basic Price (in Rs.)	GST Rate Ap	oplicable if ar	ny (in % of	Total (Rs) (7+8)
1	2	3	4	5	6	7	CGST	SGST	IGST	9
01	Installatiuon & Commissioning charges for Installation & Commissioning of offered GAS CHROMATOGRAPHY at our site	Lot	1							
02	Traning charges for maintainance & software engineering to NFL Engineers (03 Engineers for 5 days in one batch) at Vendor's work.	Lot	1							
03	Annual Maintenance Contract (AMC) for Three years after completion of Guarantee period (1 Engineer, 4 Visit per year) as under:	-	-	-	-	-	-	-	-	-
03.01	Annual Maintenance Contract (AMC) for 1st Year post expiry of Guarantee period (1 Engineer, 4 Visit).	Year	1							
03.02	Annual Maintenance Contract (AMC) for 2nd Year post expiry of Guarantee period (1 Engineer, 4 Visit).	Year	1							
03.03	Annual Maintenance Contract (AMC) for 3rd post expiry of Guarantee period (1 Engineer, 4 Visit).	Year	1							

I/We have read all the terms and conditions of the NIT and the Annexure(s) thereto and agree to accept and abide by the same in toto. The above quotation has been prepared after taking into account all the terms and conditions of the NIT.

Dated:			Signature of Tenderer or their Authoriz	ed Representative
			Name & Address of Tenderer	
Place:	Phone Number	Fax No	Email ID	

#### E-Tender ID:

#### NFV/PUR/BIA211190-V

#### LOADING CRITERIA: NOT APPLICABLE

The bidders must accept the terms and conditions stipulated in the NIT, failing which the bid is likely to be rejected at the sole discretion of NFL. However, NFL may at its sole discretion, accept bids having deviation to NIT terms and Conditions by adopting the following loading Criteria.

#### Offers received without EMD:

Full EMD value shall be loaded to the quoted rates of those tenderers who have not submitted the requisite EMD along with the quotations to generate competition.

#### a. Non-submission of Security Deposit:

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder. For example, NIT calls for bank guarantee for 3%, then loading shall be done as under:-

Bank guarantee for Security Deposit	<del>Loading Criteria</del>
Less than 3%.	(3%-Quoted Percentage) of Basic Price @ Prime Lending Rate (SBI MCLR) + 1% on shortfall in Bank Guarantee value agreed by the Bidder for delivery period with additional one month
	<del>period</del>

#### b. Non-submission of Performance Bank Guarantee:

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder. For example, NIT calls for bank guarantee for 3%, then loading shall be done as under:-

PBG Quoted	<del>Loading Criteria</del>
Less than 3%.	<del>3% - Quoted Percentage of CIF/Ex-Works Prices</del>

#### c. Loading on account of discrepancy in the Warranty/Guarantee Period

Wherever Bidders quote reduced Warranty/Guarantee Period, following loading criteria shall be adopted:

[3% of CIF/Ex-Works Price x (No. of Months as per NIT – No. of Months quoted]

No. of Months as per NIT

#### **NOTE:**

If the sum of (b) and (c) above is more than 3% of CIF/ Ex-Works Prices, then the loading shall be limited to 3%.

#### <del>iii. <u>Payment Terms</u></del>

NFL will not make any advance/progressive payments. NFL's standard payment term is "100% within 30 days of receipt and acceptance of material at site." The deviation in differential payment terms with respect to NIT Clause shall be loaded as under for interest @Prime Lending Rate (SBI MCLR) + 1% for the period:

#### a. Interest calculation against Mobilization Advance:

<del>S.No.</del>	<del>Payment Terms</del>	<del>Period of Loading</del>
<del>1.</del>	Advance against LOI / PO	Full Delivery Period + 30 Days

#### b. Interest calculation on progressive payment:

Interest on progressive payment shall be calculated on FOB/Ex-Works price for the following period:

<del>S.No.</del>	<del>Payment Terms</del>	Period of Loading
<del>1.</del>	<del>Against submission of</del>	<del>Full delivery period less</del>
	<del>drawing</del>	<del>one month</del>
<del>2.</del>	Against drawing approval	Full delivery period less
		<del>one month</del>

<del>3.</del>	Against placement of PO	<del>a. If delivery period is &lt;8</del>
	<del>for raw material</del>	<del>months, Full delivery</del>
		<del>period less two months</del>
		b. If delivery period is >8
		<del>months, Full delivery</del>
		<del>period less three months</del>
4	Against Shipment of raw	Full delivery period less
	<del>materials</del>	five months or five months
		<del>whichever is more</del>
5	Against receipt of raw	Full delivery period less six
	<del>materials</del>	<del>months or four months</del>
		<del>whichever is more</del>
6	Against Payment for	
	<del>dispatch of material/</del>	
	<del>through Bank</del>	
<del>6a</del>	Foreign Bidders	Three Months
<del>6b</del>	<del>Indian Bidders</del>	<del>Depending on Delivery</del>
		<del>Conditions viz.</del>
		Ex-Works - One and a Half
		<del>Month</del>
		FOR Destination One
		<del>Month</del>
7	100% within 30 days of	Nil
	the receipt and	
	acceptance of material at	
	NFL Stores	
-		

# **Mobilisation Advance:**

- (a) In case mobilization of advance is granted to the Party against Bank Guarantee, The Bank Guarantee towards security of Mobilisation Advance shall be at least 110% of the advance basic value.
- (b) As per GOI guidelines No Interest free advance shall be granted to the parties. However, in case mobilization of advance as interest free advance than If the Purchase order is terminated due to default of the Party, the 'Mobilisation Advance would be deemed as interest bearing advance at an interest rate of (SBIMCLR +1)%.

#### Packing & Forwarding

Wherever Bidders have not indicated P&F Charges, but mentioned that 'P&F Charges extra at actual', their Prices shall be loaded @2% of Ex-Works Price (i.e. 1% each for Packing and/or Forwarding respectively or the maximum amount as quoted by another bidder whichever is higher. NFL's maximum liability to pay P&F Charges shall be limited to the amount loaded for evaluation purpose.

# Loading for discrepancy in acceptance of Liquidated Damages Clause:-

If deviation is noted in the quoted liquidated damages, the proportionate loading for shortfall shall be added as follows:-

	<del>Quoted Liquidated Damages</del>	Loading criteria
<del>a)</del>	0.5% per week subject to a ceiling of 5% of total order	No loading.
	<del>value (Ex-Works/CIF Value)</del>	
<del>b)</del>	0.5% per week subject to a ceiling of 2.5% of total order	2.5% loading.
	<del>value.</del>	
<del>e)</del>	Damages accepted on undelivered value instead of total	2.5% loading.
	<del>order value.</del>	
<del>d)</del>	Non-acceptance of liquidated damages clause	<del>5% loading.</del>

In case any of the vendor does not accept our standard L.D clause or accept LD less than a ceiling limit of 5%, loading for balance amount shall be done on the quoted (Ex-works/ CIF value) prices.

#### Third Party Inspection Charges (Wherever applicable)

Wherever Bidders have not indicated the TPI Charges in their quotations but mentioned that 'TPI Charges extra at actual', the highest Third Party Inspection Charges quoted by other Bidders shall be loaded for evaluation purpose

### vii. Loading of freight [Inland Transportation Charges] in percentage terms as under:

<del>A)</del>	—In case weights and distances are kr	<del>rown for all suppliers:</del>
	<del>i. For 'Smalls' -</del>	Inland transportation charges shall be
	ii. For Trucks Loads -	<del>calculated @ Rs. 5.00 per KM per MT</del> <del>-do- @ Rs. 4.00 per KM/MT</del>
<del>B)</del>		tion where item wise weights are not available, opted for calculating transportation charges up to
	i.——Transportation from the ven	•
	within a distance of 400 KMS	
	ii.——Transportation from the ven	
	within a distance of 401 to 8	<del>00 KMS. Prices</del>
	iii.——Transportation from the Ven	<del>dors situated- 3% of CIF/Ex-works</del>
	at a distance of more than 8	00 KMS. Prices

All Indian parties are required to quote Ex-Works Price and freight charges up to NFL Site, compulsorily. If all the parties have given freight charges up to site the same shall be considered for evaluation. However, if only some parties have given freight charges, NFL reserves the right to load for such parties who have not quoted freight charges with freight charges as above. NFL's decision in this regard shall be final and binding on these Bidders.

#### ix. Transit Insurance Premium

# 

To arrive at the landed prices, Transit Insurance shall be calculated @0.11% of (Basic Price + P&F + Freight + Other Charges (if any) + GST)

\*\*\*\*

BIDDER HAS TO AGREE TO ALL GEM NIT TERMS AND CONDITIONS.

# **BID SECURITY FORM**

# <u>Draft of Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)</u> (To be prepared on Stamp paper issued in the name of Bank)

which e having tendere and ass for due full	ex, Core-III, 7, Institutional Area expression shall unless repugnan agreed to exempt er(s)' which expression shall unle signs) from the demand under hereinafter Ifillment by the said tenderer(s)	ertilizers Limited (NFL), having its Registered Office at SCOPE at Lodhi Road, New Delhi-110 003 (hereinafter called as 'NFL' at to the subject or context includes its successors and assigns) (hereinafter called the, 'the said ass repugnant to the subject or context includes his successors the terms and conditions of tender No called "the said tenderer" of such Bid Security Deposit for the of the terms and conditions contained in the said tender n production of Bank Guarantee for Rs (Rupees)
1.	undertake to pay to (Rupees	only) against any loss or damage caused to or suffered by y the said tenderer(s) of any of the terms and conditions ne decision of the company as to any such breach having been
2.	under this guarantee without amount claimed is due by way 'NFL' by reason of any breach contained in the said tender of open. Any such demand made and payable by the bank under	ank do hereby undertake to pay the amounts due and payable any demur merely or a demand from 'NFL' stating that the of loss or damage caused to or would cause to or suffered by a by the said tenderer(s) of any of the terms or conditions or by reason of the said tenderer's failure to keep the tender on the bank shall be conclusive as regards the amount due or this guarantee. However, our liability under this guarantee an amount not exceeding Rs.
3.	shall remain in full force and e of the said tender and that it decided and order placed on the by virtue of the said tender have duly authorised officer of NFL of been fully and properly carried guarantee. Unless a demand of before the	the bank, further agree that the guarantee herein contained affect during the period that would be taken for the finalisation shall continue to be enforceable till the said tender is finally the successful tenderer and/ or till all the dues of NFL under/or we been fully paid and its claims satisfied or discharged or till a certified that the terms and conditions of the said tender have do out by the said tenderer(s) and accordingly discharges the or claim under this guarantee is made on us in writing on or to include three months claim over and above the period or the validity of the bank guarantee in the tender we shall be the er this guarantee thereafter.
4.	We guarantee during its currency e	, the bank, lastly undertake not to revoke this xcept with the previous consent of `NFL' in writing.
Dated _	day of	2022

Corporate seal for Bank

# **SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT** (To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No incorporated and having its re expression shall unless repugnar one part and NATIONAL FERTIL registered office at Core - III, So contrary to the meaning thereof dated	egistered office at at to the context or conti- LIZERS LIMITED, a Comp- cope Complex, 7,Instituti- include its successors and mereinafter called CONTR Company incorporated context or contrary to the as envisaged in the Con CONTRACTOR accordi	rary to the meaning registered in conal Area, Lodhi Rd assigns on the oten (ACT) entered into in (he meaning there tract, Contractor hingly agrees to furning the meaning there tract, Contractor hingly agrees to furning the meaning there	(hereinafter g thereof includeits successor India under Companies Act, toad, New Delhi - 110 003, In her part. WHEREAS in pursual between National Fertilizers rereinafter called CONTRACTC of include its successors and as to submit a Security Deponish the Security cum performation.	called BANK) which is and assigns on the 1956 and having its idia to the context or ince to the agreement. Limited (hereinafter DR) which expression I assigns, for supply insit-cum-Performance
NOW THIS DEED WITNESSES AS  1. In pursuance of the Contract, amount of Rsat Own written notice stating that the counder the contract for reasons contractor and without asking for amount or the portion thereof as conditions of this Security Depos the BANK. In any case, however limited to Rs	the Bank hereby guarant ner's disposal and hereby ntractor has failed to fulfi for which contractor is or any reasons as to what is mentioned by Owner in tit cum Performance Banl	r promises and sha ill its obligations liable and withou tether the amount the notice. The d k Guarantee have	t any protest or demur and if lawfully asked for by Own ecision of the Owner as to wl been observed or not shall be	forthwith at Owner's without recourse to the or not, the entire the terms and a final and binding on
2. This Security Deposit-cum-Per date of this Bank Guarantee No Commissioning / Erection / Com after the issuance of the above n cum-Performance Bank Guarante	o dated opletion certificate accord nentioned certificate of co	_ given by the Ba ding to terms of c ommissioning / ere	nk to Owner become effective ontract on expiry of	ve. Upon issuance of months
3. This Security Deposit-cum-Perother security now or hereafter hwithout any further consent from other indulgence to or make an pursuance of any authority or perliability of the Bank.	eld by Owner on accoun the Bank, and without a y other arrangement wit	t of money hereby offecting its rights a th Contractor and	intended to secure and Owne against the Bank, may compound nothing done or omitted to b	r at its discretion and and with, give time or
4. UNLESS PREVIOUSLY CANCEL force initially up to given by the Ba cancelled on the expiry of the swithin three months from the data and Bank shall be relieved and discharged from all the liabilities	months from the onk to the Owner and staid period. Unless demate of expiry of this Bank	effective date of subject to provision or claim under	Bank Guarantee No ns of paragraph 2above will this Bank Guarantee is mad	dated stand automatically e on Bank in writing
5. Any notice by way of request and if sent by post, it shall be de proving such notice, when given a certificate, signed by an officer	emed to have been giver by post, it shall be suffic	n at the time when cient to prove that	it would be delivered in due of the envelope containing the n	course of post, and in otice was posted and
6. The Security Deposit-cum-Perf above. 7. The Bank declares that it has t				
Datedt	his	day of _		

(Indicate the name of the Bank with stamp)

# Self-Certification Form: Make In India (Local Content)

(On Party/Company's Letter Head)

Tender Ref. No.:
То
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
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/shave 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
For M/s
Authorized Signatory
(with company seal & Name)



ANNEXURE-II

# ELIGIBILITY CRITERIA FOR SUPPLY, ERECTION & COMMISSIONING OF COMPLETE GAS CHROMATOGRAPH SYSTEM ALONG WITH ALL HARDWARE, SOFTWARE & SAMPLING SYSTEM AT AMMONIA-II PLANT, NFL VIJAIPUR

SN	Conditions	Documents Required	Vendor's Compliance
1	The bidders on its own or through its Original Equipment Manufacturer (OEM) should have experience of similar works at any Fertilizer/Petro-chemical/Oil & Gas Industries/ Refineries / Steel / Power Plants/ Cement Industries in India during last 7-years ending last day of the month previous to which NIT has been issued.  Similar work means supply of "Gas Chromatograph system" along with installation/commissioning.	1) OEM authorization Certificate specific to this tender (If bid is submitted by Dealer/Channel Partner).  2) In case of OEM, self-certification on the letter head.  3) Copies of Purchase order for similar items with full technical scope of work & commercial details including work order value during the last seven years ending last day of the month previous to which NIT has been issued:  Three PO's of similar work each having values not less than value Rs. 17.40 lakhs (excluded taxes).  Or  Two PO's of similar work each having values not less than value Rs. 21.75 lakhs (excluded taxes).	
		Or One PO of similar work each having values not less than value Rs. 34.80 lakhs (excluded taxes).	51
2	Performance/Completion certificate.	The bidders on its own or through its Original Equipment Manufacturer (OEM) should submit performance/ completion certificate issued against above PO copies indicating PO Value, executed value and date of completion. Performance certificate should be issued by organization/firm where such "Gas Chromatograph system" are installed.	
3	Bidder/Vendor shall submit a certificate from OEM confirming technical support and supply of spares for offered system model for a period of minimum 10-years.	Undertaking from OEM on their letter head for spares & service support of quoted system for a period of at least 10 years from the date of supply.	
4	(i) The Average Annual financial turnover of the vendor during the last three years should be at least Rs. 13.05 Lakhs per annum for which bidder shall submit the certified copies of Audited Balance sheet/ P&L for the last three financial years ending on 31.03.2022.  (ii) Net worth of vendor should be positive as on 31.03.2022.	Vendor shall submit financial standing through Audited Balance sheet and Profit & Loss account for the last three years (for the year 2019-20, 2020-21 & 2021-22). In case the bidders do not fall under the ambit of statutory audit, and do not have audited annual reports/audited Balance sheet and Profit & Loss statements, shall submit a statement certified by Statutory Auditor/practicing chartered accountant as documentary evidence in support thereof.	

#### Note

(i) In case performance/completion certificate from concerned organization/end user is not available, bidder can submit self-certification for the same on their letter head mentioning name & address of the organization, completion date, contact person name & contact details including email etc. NFL's decision of acceptance of Bid shall be final and binding to the vendor.

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Technical Specifications For Gas Chromatograph

	Vendors regity: Complied / not complied																			
	Raquivernents	Party to specify	IECZone 2 Gr. IIC/IIB+H2, T3/74	Continuous Online	Complete Gas chromatograph system including sample pire-conditioning / sample handling system, Electrical heart tracing of sample lines (if required), sample hypass/ fast / return loop, calibration gas cylinders, carrier gas cylinders, analyses, signal conditioning unit, power supply unit, contool unit / programmer unit and other necessary systems and accessories to complete the system.	To be inquirted in analyser cabinet	110 V AC±10%, 50 H±3% AC UPS	Micro packed column with high resolution and low carrier gas consumption	Party to specify	Required	Preferably Thermal Conductivity type	±1 % of Full Scale	Party to specify.	Party to specify.	55316 or better material Rotanteter suitable for the design Pressure & Temp. along with low sampling flow switch.	Microprocessor based, protected from industrial EMI/RFI interference	Included 4 to 20 mA DC outputs for measurind components and also 1 No. 75.485. Serial Unk with MDDBUS Protocol.	Required for each component, (Hydrogn-99.999% Purity of H3) for minimum appeasion of 12 months	Required for each component, minimum operation of 12 months	Analyser located in cabinet shall be explosion proof & area dassification (EC Zone 2 Gr. III, //IIB+H2, T3/T4.
0	Description	Make & Model No.	Area Classification	Measurement Type	λαιτής το εκτρίγ	ocation	Powitr Supply	Calumn	dlum site	Column Overheat Protection	vetector	Repeatability	Cycle Tene	Sample Flow rate	Sample Flow meter	Analyser Type	rpuls/Outputs	Carrier Gas	Calibration Gas	Protection
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	System				General				dini.						Analyser/ Probe					
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11,000	Description 86	Requirements	Complied / not
frems Required		The sampling system shall include all the necessary equipments and components for sample probe, line isolation valve, sample pre-conditioning/ pressure/ temperature regulation, sample transfer line, fast loop (if required), sample conditioning system, sample typass & return lines, calibration port, vent/ drain header/port, Electrical heat tracing with temperature control for the sample lines (if required) etc.	
Location of Sa	Docation of Sample handling System The	Primary sampling system: Near sample take off point, Secondary sampling handling system: outside the shelter (Party to specify if any), Analyser - inside the cabiner(shelter	
Sample Tap of	Sample Tap off point Connection size / Haiting / Flangs material w	1.5" Flanged ANSI 3008, RF, Suitable with process condition. Further connection with matching flange with sample probe etc. shall be under vendor/supplier scapit as per requirement.	
Probe	NEE	Manufacturer's standard, fletractable type, Probe material - 55316 or better material suitable for process, probe rating shall be as per process conditions mendioned at point no 10.	
Type of protection		All the electrical companients located in field shall be explosion proof to IEC Zone 2 Gr. IIIC/NB+HZ, T3/T4 and weather proof to IN65.	
intercoonect conditioner a	Reconnection tubing & fittings between sample take off points, sample conditioner and the sample handling/ conditioning system.	Required, to be supplied by vendor	
Interconnection tui system and Gas the sample return line	bing & fittings between sample handling / conditioning postern and romatograph & sample handling / conditioning system and	Required, to be supplied by wendor.	
Sample Module		Past loop to achieve specified cycle times. Vendon's scope shall also include supply of all the suitable components, interconnecting tubings/piping, tube fittings/requirement to meet/pipe fittings/reduipe comnectors. The sample return and fast loop shall be combined together by windor. The tubing from Gas Chromatograph to final connection to process line shall be in vendor's scope.	
Size of Sample tubing		Sample tube in mm (OU) size (Vendor to furnish calculation for sample transport from Tubing shall be selected to minimise transportation time and also to present clogalisti. Party to specify.	

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Burney Name

n	System	Sub 3.No	a Description	Nequillements C	Vendors rophy: Complied / not complied
		*	Material of tubing & all wetted parts of Sampling System	X3 315 or better	
	-	180	Tube fittings	Tube fittings shalt be double compression type and material shall be 55316 or hetter.	
	System System	7	Tubing length to be considered from Process tap to Analyser for each sample	80 meturs (approx).	
_		1	Air conditioning/Lighting/Tracing Prower	Party to specify	
-		À.	Electrical Tracing of Sample and return lines	As per manufacturer recommendation. Vendor to charty specify the same in offer if electrical tracing of sample and return lines is required.	
		-	Type	Microprocessor based	
_		=	Location	Inside Cabinet	
_		121	Mounting	Party to specify	
_	1115	2	Memory Type	Non-Volatile type or RAM with battery back up.	
_		>	Self Diagnostics Facility	Required.	I
		'5	Configuration Changes	It shall be possible to make configuration changes by an inbuilt keypad with revitock facility and by Computer (Literated Software to be provided) placed in main control room.	
- 2	/ Controller	8	Dutput of Controller	isolated 4 to 10 mA DC output for each measured component and also R5 485 Serial Lies with MIDDBUS Protocol. All required analysed cohocentration and alarms shall be made available on the serial link for connection to Centralized distributed control system (DCS) located in main control room and in supplied Desktop computer System as per point no 27.2.	
		MII	Local Display Unit	Preferably LED/LCD digital display.	
		8	Protection type	Analyser located in Panel/Cabinet shall be explosion proof to the area classification RC Zone 2 Gr. HZ/IIB-HZ, T374.	
Ц		×	Power Supply	110VAC±10% UPS, 50Hz.	T
		-	Process Conditions		
		:::	Fluid State		I
	Service	=	Operating Pressure   Design Pressure		I
0	Conditions	2	Operating Temperature   Design Temp.	As Mentioned below at point no 10.	I
35		×	Measured property		
			Alarms Required		
4		N.	Gas Composition		

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mical specifications for Gas chromatograp

Complete Supply of Johnson's A haldware, design, engineering, evectors, commissioning and training are to the bidders scope of supply.  Since it was a series and a series of the samples and simple entered for several and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and series and				Description						Red	Requirements	ter l			Vendars reply : Camplied / not complied
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77	+	0.27	0.25	0.24	0.29	629	0.3	0.3	0.3	3.45	3.45	3.45	3.45	1.82	
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remove moisture, like dryer, as required, may be considered for measurement of components in upset conditions.  sample from main process line shall be provided as optional in sample line (i.e. during start up and shutdown of the plant). All necessary we shall be in bidder's scape of supply. Vendor to funish the schematic diagram indicating the components required to achieve the above.	-	1	1	1		1	1,	t	1	494	4.94	4.94	434	Igeem	
sample from main process line shall be provided as optional in sample line (i.e. during start up and shutdown of the plant). All necessary we shall be in bildder's scape of supply. Vendor to furnish the schematic diagram indicating the components required to achieve the above.	9	нашоля	moisture, I	for dryer, a	s required,	may be cons	idened for a	measurement o	of componen	its in upset	conditions	-			
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	-	nous as	Gas chromatograph operating software should be of latest wirson	ST WITHDIT											





9	-	Sub S.No	Description		,,,,	Vendors reply: Complied / not complied
LD.	All the equips	ment and a	All the equipment and accessories required to make the system complete, shall be exceed by the windor even if nor specified in this specification.			
-	The bidder ship 10% of eac	hall quote a ch spare, th	The bidder shall quote all the mandatory spares for 2 year operational maintenance of GC (# 20% of each spare inem, along with bid/quotation. Il bidder falls to differ the same minimum (# 20% of each spare, then vendor has to supply the same free of cost even if noticed at later stage.	Mer the sam	ne minimum ne minimum ne	
-	Bidder to sud supplied/Inst.	alled in Indi	Bidder to submit authorisation certificate from DEM and also submit the reference list of offlered make & model ( Ethor Through DEM or self) of Sas chromatography where they had supplied/installed in India & are working satisfactionly.	эсци муни	they had	
200	The bidder to material, Bido	s submit ma der to subm	The bidder to submit maintanance manual, operation manual, calibration manual and other applicable documents etc. (Three set of hard copy with soft copy) along with the supply of material, Bidder to submit scensed copy of software If any.	ng with the	jo Ajddny	
00	Fully automat Any material	tic micropro	Fully automatic microprocessor controlled GC with self-text during shirt up and, should have extensive self diagnoss facility.  Any material required for the completeness of the system shall be the respunsibility of the vendor & vendor to consider all the required items in their quotation/bid.	. pid		
-	The bidder of	half submit	The bidder must indicate clearly the deviations from the specifications. The bidder shall submit all relevant behinds catalogues & manuals with sendications of the office of material submit all relevant behinds catalogues & manuals with sendications of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of the office of t		ı	
-	The bidder shall certify period of min. 10 years	all certify a	The bidder shall certify & confirm that offered Gas Oncomotograph is of latest model &version. Vendor shall also confirm provision of spares & unconditional technical support for a period of min. 10 years.	cherical supp	ortfora	
-	The vendor is The offered in chromatograp	hall provide nodel shall t ph than part	The winder shall provide necessary certificates relating to the Guaranton, Test, calibration, Carrier gas cylinders & other applicable test certificates along with the supply of material. The offered model shall be guaranteed for 12 months from date of commissioning & final acceptance of the system. During Guarantee period if any problem occurs in gas chromatograph than party has to attend the same within a week without any financial implication.	sell us su sell us su	naterial.	
1	Armael maint cost of AMC a	denace confi	Annual maintenace contract(AMC) is required for 3 years after completion of guarantee time period. The AMC will include minimum four visits in a year. Accordingly bidder to quote the cost of AMC allong with the bid submission. During AMC, supply of sample filters shall be under bidders scope and other maintenance spares will be provided by NFL.	gly bidder ti	a droote the	
	Detailed price	a breakup o	Dotalled price breakup of all the offered flems shall be clearly mentioned wherever required.			
. 1	Bill of Material	le le		Unit	Quantity	
-	Complete Gar	s chromatos	Complete Gat-chrounsloginghy along with all hardware & software, sampling systems and Cabinet as mention in above technical specification.	N,		1.
PH .	Computer syst Operating syst Control room hardware and	stem with fit stem - Wind 300 mtrs a 5 softwarn 1	Computer system with following specification: - Processor- Intel I? or Intent, Hand drive; 500 GB SSO ar better, IAM: 1568 ar better, Power supply - 110VAC.  Operating system - Windows 10 and other hardware & software required to communicate with Gas chromategraph. Computer system to be installed in Main Control room 300 mins away from Gas chromategraph cabinet. computer system communication with Gas chromategraphy is in biddens scope with required hardware and software for online monitoring of all the gas chromategraphy measured data.	No	-	

Technics specifications for Gas chromatograph

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System	Sub S.No	Requirements	mests	Complied / not complied
Mandatory Spi Minimum 30 nu CPU , Detector	Mandatony Spares includes follwing items if used in GC: Solenoid valves. Flow meter with neddle valve, Skeel guand filters, Daphnagm filters, Paper filter ( Minimum 30 nos.), Molstune seperator, Check valve, Pressure reducing valves, Stream selector, All types of Column (Minimum 1 no each), Power supply unit, CPU, Detector etc. @ 20% of oil each item or minimum one number.	ţg	(et)	
Other Mandat number, others	Other Mandatory spares, if not mentioned above at 27.3, then vendor to include the same in quotation @ 20% of each item or minimum one number, otherwise vendor has to supply the same free of cost to NPL # noticed at later stage.	tot		
Supply of Calib months shall by	Supply of Calibration gas sylinders with regulator and Carrier gas cylinders (471, J150kg/cm2) with header, regulator & accessories for minimum operation of 12 months shall be under bidders scope of supply,	tot	22	
Installation and	nstallation and commissioning charges	int	++	
AMC for three	AMC for three years after completion of gurantee time period. (I engineer, A Visit per year)	tot	1	
Technical man.	Technical manuah and calibartion certificates (Herd copy & soft copy)	×	6	
Amy other mat	Any other materials required for the completeness of the system to be included by bidder	39	++	
Maintenance & travelling, lodg	Maintenance & software engineering Training to 3 Engineers for 5 days in one batch after commissioning of supplied system at vendars works. To & fro travelling, lodging, boarding and local comeyance charges of all three trainees shall be under NEL Scope.	9	#	
Other hardwar	Other hardware & softwarel Licensed Copy ) required for complete the system (Party to specify)	199	-	
SPECIAL TERM	SPECIAL TERMS & CONDITIONS FOR COMMESSIONING			
Site Mobilization	and the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of t			
The security of	The security of the vendors' equipment's and material is their own responsibility. Wit shall accept no liability for ions or damage to vendor' materials.			
The vendor wi	The vendor will be responsible for providing all material, tools & tackles and consumables, etc. required for execution of work as per the best Engineering practices.	100		
Messing & Acc chargeable has	Messing & Accommodation: The vendor will make his own arrangement for messing and accommodation of vendor personnel. However, accommodation may be provided by owner on thansable hasis subject to availability.	d bedyided b	y owner or	
First Aid: The c	First Add: The contractor may have access to the owner's first aid post if available in case of accident.			
Erection and o	Erection and commissioning teams including site engineers shall be deputed by the vendor for exection and commissioning of supplied control system.			
Entire work is	Entire work is to be completed as per the time schedule already submitted and approved by the owner. The vendor shall conform to the targets set forth in the time schedule.	time schedul	41	
Subjetting of s	Subjecting of scope of work: No subjecting of work is not allowed.			

Technical specifications for Gas chromatograph



Vendors regly : Complied / not complied

Requirements

Technical specifications for Sas chromatograph

The vendor will employ only his regular skilled/semi skilled employees with experience in erection & commissioning of supplied control system. No person below the age of 18

Description

28.3 Employment of Labour at NFL site: Sub 5.No

System

S.NO

years shall be employed. The vendor shall pay to his employees/workers the minimum wages as per, MP State Government notification issued from time to time.

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All notices and instructions issued by the cwarer must be strictly adhered to by the contractor and his employeers and shall conform to all rules of conduct, etc. established by comers. Failure to do so will be sufficient cause for removal of such person from the site.	abished by owners.	_
vendor will take umbrells insurance cover for all his employees for all purpous of claims under Workman's Compensation Act during stay at Owner site and shall submit a copy of the same. The expenditure incurred for insurance shall be to the contractors account.	submit a copy of the	
In case the Owner becomes table to pay any dues to the block of the vendor or to any Government Agency or any other agency under any of the provision of the Minimum wages Act. Workings compensation Act or any other law due to act of omission of the vendor, the owner shall recover the same from the vendor bills.	e Momum wages Act,	
Working and Safety Regulations:		
The vendor shall fulfill all statutory and legal requirements enforced by Central, State Governments and local authorities applying to the work as well as safety requirements for the same.	quirements for the	
The yendor shall strictly follow regulations taid down by owner, Factory Inspector, Government and state authorities in all respects.		
Compliance with all infections safety engulations. Fernishes material focusionment entered in earthston, shall not be although incides the counter visionists.		_
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