



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4808017
Dated/दिनांक : 15-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-04-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-04-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers
Department Name/विभाग का नाम	Department Of Fertilizers
Organisation Name/संगठन का नाम	National Fertilizers Limited (nfl)
Office Name/कार्यालय का नाम	Noida
Total Quantity/कुल मात्रा	30
Item Category/मद केटेगरी	Desktop Computers (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	8 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes

Bid Details/बिड विवरण	
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	50000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	65

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

SM(F&A)
A-11 SECTOR 24 NOIDA GAUTAM BUDDHA NAGAR 201301
(Ram Kumar)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता
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Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

9. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Desktop Computers (30 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Processor	Processor Make	Intel
	Processor Generation	12.0 Or higher
	Number of Cores per Processor	2, 4, 6, 8, 10, 12, 16, 14, 24, 22 Or higher
	Processor Description	Intel Core i7, Intel Core i9 Or higher
	Processor Number	Intel Core i7 12700, Intel Core i7 12700F, Intel Core i7 12700KF, Intel Core i7 12700K, Intel Core i9 12900F, Intel Core i9 12900, Intel Core i9 12900KF, Intel Core i9 12900K Or higher
Motherboard	Chipset Series	Intel Q Series Or higher
	Chipset Number	Intel Q 470, Intel Q670 Or higher
Graphics	Graphics Type	Integrated
Operating System	Operating System (Factory Pre-Loaded)	Windows 11 Professional
Memory	RAM Size (GB)	16, 32, 64, 128 Or higher
	RAM Expandability up to(using spare DIMM Slots in GB)	32, 64, 128 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Storage	Type of Drives used to populate the Internal Bays	HDD, SSD
	Total HDD Capacity (GB)	1000, 1500, 2000, 2500, 3000, 4000 Or higher
	Total SSD Capacity (GB)	256, 384, 512, 768, 1024, 2048, 4096 Or higher
	Total SSHD Capacity in addition to 8 GB Flash (GB)	500, 1000, 2000, 0 Or higher
Cabinet	Cabinet Form Factor	SFF (7 to 13 Litres), Tower (13.1 to 26 Litres)
Monitor	Monitor Technology	IPS, TN, VA, NA Or higher
	LED Backlit Monitor Size (INCHES)	18.5, 19.5, 21.5, 22, 23, 24, 27, 20, 23.8, 19, 32, NA Or higher
	Monitor Resolution (PIXELS)	1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 2560 x 1440 Or higher
Warranty	On Site OEM Warranty (Year)	3, 5, 4, 1 Or higher

Additional Specification Parameters - Desktop Computers (30 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Processor, Chipset	Processor= intel i7/ AMD Ryzen 7, 12th generation 12700/5700G; Chipset=Intel Q670/ AMD Pro 565
Type of RAM, No of slots available, Internal Speakers in Display Unit	Type of RAM=DDR4 , No of slots available=4 or higher, Internal Speakers in Display Unit= Yes(In display Unit)
Audio in, Audio out, Headphone out, Microphone-in, No of Ethernet Ports, HDMI Port, No of USB version 2.0, No of USB port C type	Audio in= Yes , Audio out= Yes , Headphone out= Yes , Microphone-in= Yes ; No of Ethernet Ports=1, HDMI Port=1, No of USB version 2.0=1, No of USB port C type=1
Data Security	The FAULTY Hard disk, SSD will not be given back to the bidder/vendor, it should be replaced with the new one and faulty HDD/Media would be retained by NFL only due to security reasons
No of USB version 3.1 or higher, LED Monitor Size (inches), Onsite Warranty	No of USB version 3.1 or higher=4, LED Monitor Size (inches)=21.5, Onsite Warranty=5 Years

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer/परेषितो/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Purnima Yadav	201301,A-11, Sector 24, Noida	30	45

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Specification of Desktop View	Specification of Desktop	Desktop Computers(30)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Special terms and conditions-Version:3 effective from 28-10-2023 for category Desktop Computers

1. 'Local content means the amount of value added in India which shall, unless otherwise Prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value and percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Order

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

SPECIAL TERMS AND CONDITIONS FOR DESKTOP COMPUTERS

SI.No.

1 OPERATING SYSTEM

- (i) There is no requirement that the OEM of the Desktop computer systems should be a device partner of Microsoft and hold a Microsoft Authorization form

- (ii) Microsoft OS may be sourced directly from Microsoft by the OEMs holding device partner status and those not holding device partner status may source from authorized distributors i.e., M/s. Ingram or M/s. Redington and their authorized channel partners.

(iii) Buyers may ensure that MAF shall not be made a mandatory requirement in bids.

(iv) If the supplies are made as per brands of OEMs who are global device partners, then the serial no of the machine supplied can be used to check the details of the product from the website of the OEM.

(v) In the case of local device partners of Microsoft OS details such as digital key no., should be produced with supplies and the buyer may verify from Microsoft.

(vi) In case of other OEMs who are sourcing from authorized National distributors of Microsoft Reddington or Ingram copy of the Invoice which contains the relevant serial no of Windows OS shall be submitted along with supplies and the buyer/consignee can verify the same from the OS server website or by telephone, or both

(vii) In case the product offered is with DOS or Linux Operating system such verification of OS shall not be applicable

2 REQUIREMENT OF OEM LOGO

(i) Buyers are advised to note that the incorporation of the condition stipulating the OEM logo on the motherboard is restrictive and may not be incorporated in the bids

3 CHANGING OR ALTERING THE CONFIGURATION

- (i) The seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the purchaser in its original, factory-approved configuration.

4 WARRANTY

- (i) The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms

The warranty certificate should be verifiable through the OEM website/Customer care center. Buyer/consignee may ensure that as soon as supplies are received, they log to the OEM website/call center and verify the warranty certificate.

- (ii)

5 CHECKPOINTS DURING ACCEPTANCE OF SUPPLIES

- (i) Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations and to ensure that there is no scope for the supply of refurbished products.

- (ii) In the case of a large number of units procured or complex installations buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency specifying verification of configuration, warranty applicability, checking for refurbished /altered configurations, and checking other relevant details through OEMs website.

At the time of receiving supplies, the consignee may ensure the following to ensure that any discrepancies are there in supplies can be flagged and reflected and taken into account while generating CRAC. (i) Packing should be checked properly

- (iv) (ii) Warranty certificate from OEM should be insisted and checked.
- (iii) Instruction manuals, and OS installed should be checked
- (iv) The machine serial no should also be checked.

- (v) The above points are for guidance and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of the systems

6 COMPLIANCE OF EXTENDED PRODUCER'S RESPONSIBILITY

- (i) With effect from 01.04.23 as per E-waste rules 2022 EPR registration is mandatory for manufacturing entities shall ensure compliance.

7 MANDATORY / STATUTORY REQUIREMENTS AS APPLICABLE

- (ii) OEMs shall have to ensure the mandatory/statutory requirements such as BIS-CRS, ISI Mark, Eco Mark, etc., as per the Government of India Notification issued from time to time for hardware components including monitor, keyboard, mouse, etc., as applicable.

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization /

PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

4. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

5. **Generic**

Non return of Hard Disk: As per Buyer organization's Security Policy,Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

6. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

7. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

8. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

9. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

10. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

11. **Warranty**

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

12. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

NATIONAL FERTILIZERS LIMITED

Account No.

10297944831

IFSC Code

SBIN007313

Bank Name

STATE BANK OF INDIA

Branch address

CORPORATE ACCOUNTS BRANCH,4TH FLOOR,RED FORT CAPITAL,PARSNATH TOWERS, GOLE MARKET,NEW DELHI

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Past Performance: The bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar category products for 30% of bid quantity (i.e. 9 No.), in at least one of the last three financial years before the bid opening date to any Central/State Govt. Organization /PSU/Public Limited Company . Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with the bid in support of quantity supplied in the relevant financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criteria.

2. All **financial documents** signed by CA should be properly dated & authenticated with UDIN.

3. Bidder must upload/submit a declaration regarding compliance of specifications Additional Specification Parameters and acceptance of all terms & conditions of bid document, ATC, Corrigendum (if any).

4. **The Bank Guarantee** shall be submitted by bankers directly to NFL in a sealed cover and not through seller. The successful bidder shall also arrange to send BG advice (including all amendments) by the issuing bank through SFMS platform directly to NFL banker i.e. ICICI Bank Ltd, K1, senior Mall, sector 18, Noida, UP-201301,

IFSC code ICIC0000031, as per following details:

a). IFN 760 COV for issuance of BG.

b). IFN 767 COV for amendment of BG .

c). Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760/IFN 767 COV.

d). Issuing bank shall mention "ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida , UP 201301" in filed 7036 of IFN 760/IFN 767 COV

e). Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015 in the filed 7037 of IFN 760/IFN 767 COV.

5. Additional Specifications uploaded in the Additional SScope of Work may also be complied & undertakings uploaded in Buyer added bid specific ATC should be submitted duly filled & signed accordingly.

6. **Financial Year for annual Turnover** -2020-21, 2021-22 & 2022-23.

7. **Financial Year for Experience Criteria**-2021-22, 2022-23 & 2023-24.

8. **Penalties and Liquidated damages:-** 1. In case of delays in completion period (Supply, Installation & Commissioning), unless extension of delivery has been granted by NFL on application by the suppliers, NFL may at their option either (i) recovery from supplier as liquidated damages a sum equal to half percent per

week or part thereof, 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 supplier the Ambulance not delivered, or (iii) cancel the order without prejudice to the rights of NFL under (i) & (ii) above.

9.. Variation In Statutory Levies :- In case of any statutory increase/decrease in the GST beyond the rates prevalent on the date of tendering, the suppliers will give a certificate quoting the number and date of the notification and the effective date for the change and furnish a copy of the notification for any such increase/ decrease. Any such increase in the GST or any statutory new imposition of GST will be to NFL's account provided the supplies are made within contractual delivery period and submission of documentary evidence. Similarly any benefit of statutory decrease in the rate of GST would be passed on to NFL by the suppliers.

No escalation will be allowed due to any increase in statutory duties/levies in case an extension is sought by the supplier beyond stipulated delivery period. However, any decrease in such levies for the delayed supplies / deliveries shall be to NFL's account.

10. Subletting of Contract:- The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of the National Fertilizers Limited in advance. In the event of the successful tenderer's subletting or assigning the contract or any part thereof without such permission. National Fertilizers Limited shall be entitled to cancel the Contract & forfeit the Security Deposit. Even in case subletting is permitted. National Fertilizers Limited shall not recognize any contractual obligations with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory, due and proper fulfillment of the contract.

11. Termination of Contract:- The Contract is liable to be terminated if the Contractor:

- 1) becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets
- 2) makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- 3) abandons the work; or
- 4) persistently disregards the instructions of NFL; or
- 5) fails to adhere to the agreed schedule of work; or
- 6) assigns or sublets the work in whole or in part thereof without prior written consent of NFL ; or
- 7) defaults in the performance of the contract; or
- 8) at any time contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by NFL; or
- 9) If the contractor obtains the contract with NFL as a result of ring tendering, or with illegal measures;
- 10) Information submitted by the contractor is found to be incorrect.

Such termination shall be by 15 days' notice in writing and no claim/compensation shall be payable by NFL as a result of such termination.

12. Consequences of Termination:- If the contract is terminated by NFL for the reasons detailed above or for any other reasons whatsoever:

- a) NFL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to NFL.
- b) Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited.
- c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- d.) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL as a consequence of termination of the contract.

13. Claim:- NFL shall be entitled to retain the amount of any of its claim against the successful tenderer, whether liquidated or un liquidated arising out of the contract under reference or otherwise, however and set off the same prorata against any amount payable to the successful tenderer under the contract under reference, without prejudice and in addition to the other rights of National Fertilizers Limited or recover the amount of any such claim by other remedies legally available.

14. Laws Governing:- The purchase orders against this NIT shall be governed by the Indian laws for the time being in force.

15. Indemnity:- You shall indemnify NFL and keep indemnified for any loss or damage, cost or consequences that NFL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. You shall always remain liable to NFL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) suffered by NFL due to any technical error or negligence or fault on the part of the bidder, and you also shall indemnify NFL for the same. The total liability of bidder under this clause and contract shall not exceed the total contract value.

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

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

The detail of RXIL contact person is as below:

Contact Name : Mr. Prajay Shukla

Contact No. : 8090051171

E-mail id : prajay.shukla@rxil.in

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform.

Any unfinanced invoice/s of MSME bidders seeking payment from NFL directly shall be processed as per the Standard payment terms agreed in PO / contract.

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

17. Model Clause:- Model Clause Certificate (as per Annexure-4) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, order (Public Procurement No-4) dated: 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India to be uploaded.

19. Debarment:- Bidder should submit self- certification that they have not been debarred by any government department/public sector undertaking/co-operative sector as per Annexure -2.

20. Debarment of Bidders:-

(A) i. A bidder shall be debarred if he has been convicted of an offence

(a) Under the Prevention of Corruption Act, 1988; or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

A bidder debarred (under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process, for a period not exceeding three years commencing from the date of debarment.

ii. **Conditions for Debarment {other than provisions mentioned at Sl. No-A (i)}:**

a) Bribery, dishonesty, mal-practice, submission of forged documents, misrepresentation, spurious supplies, fails to refund the amount due to the Company, fails to return the material issued for reprocessing/manufacturing.

b) A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the NFL, warrants debarment for the reasons like: "supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, Bidder repeatedly fails to perform, causes abnormal delays, supplies sub-standard material, fails to rectify/settle discrepancies in the supplies within a reasonable time.

c) Cartel Formation / Pool Rates/Bid rigging/Collusive bidding etc.: Quoting of pool rates/Cartel formation, bid rigging/collusive bidding is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices should be severely discouraged with strong measures. Suitable administrative actions like rejecting the offers, reporting the matter to Competition Commission of India, on case to case basis, as decided by the competent authority. NFL may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

NFL may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Department will maintain such list which will also be displayed on NFL website.

iii. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

21. Relationship:- The following to be declared by the bidder in Declaration Form As per Annexure-1

a) None of the NFL employee is related to Owner/Director of the Firm

b) None of the Ex-Employee of NFL is employed with vendor Firm

c) None of blood relation of the owners/directors is participating in this tender in the name of other firm

21. 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 commotion, fire, riot, earthquake, drought, floods, crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.

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

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through CGM(Material).

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 agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rupees 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 agreed 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 N FL on date of award of contract.

The seat and venue of arbitration shall be Delhi.

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.

Applicable for CPSEs and Government Department

"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 relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/000312019-FTS -10937 dated 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties."

23. Jurisdiction:- All the disputes (actions at law or suits arising) relating to the contract shall be subject to the jurisdiction of Competent Courts located in the state of New Delhi.

14. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

15. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

16. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---