



नेशनल फर्टिलाइजर्स लिमिटेड
National Fertilizers Limited
(भारत सरकार का उपक्रम)
(A Government of India Undertaking)
विजयपुर-४७३९९९, जिला: गुना (म.प्र.)
Vijaipur – 473 111, Dist: Guna (MP), India
(An ISO 9001, 14001 & OHSAS 18001 Unit)
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Ref: NFV/PUR/BIA 221077-V

NOTICE INVITING TENDER
(Two Part Bidding)

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

Tender No. and Date	NFV/PUR/BIA 221077R3-V Dated:	
Description of Work	Design, Engineering, Supply, Testing, Erection & Commissioning of Complete PRDS Valve	
Type of Bid	Two Part Bid	
Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lakh only)	
Security Deposit-cum-Performance Bank Guarantee (SD-cum-PBG)	5% (Five Percent) of Order Value	
Offer Validity period	Minimum 180 days from tender opening date or as per GeM	
Important Dates		
Important Dates	Start Date and Time for downloading of Tender Documents	As per GeM
	Last Date and Time for submission of Bids	
	Start Date and Time for opening of Part-I Tender (i.e. Un-priced Bids)	
	Date and Time for opening of Priced Bids (Part-II)	
List of Documents	Annexure-A	Special Instructions to Tenderers
	Annexure-B	General Terms and Conditions of Notice Inviting Tender
	Annexure-C	Detailed Specifications of Indented Item
	Annexure-II	Eligibility Criteria
	Annexure-1	Technical Specifications
	Annexure-D	Techno-Commercial Bid Template to be completed/filled and submitted by Tenderers
	Annexure-K	Integrity Pact
	Annexure-L	BG Format for EMD
	Annexure-M	BG Format for SD-cum-PBG
	Annexure E	Make In India Format
Annexure F	Model Clause Certificate	

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

ELIGIBILITY CRITERIA

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ANNEXURE-1

Eligibility criteria for Supply & Commissioning of Complete PRDS valve along with Quench water valve of Ammonia-II Plant M.I. No. BIA221077

Sr. No.	Conditions	Documents Required
1.	<p>Bidders on its own or through its original equipment manufacturer (OEM) should have experience of similar work in any large Fertilizer/Petro-chemical/Oil/Gas /Refineries/ Power industries/continuous process Industry in India during last seven years ending last day of the month in which NIT has been issued.</p> <p>Similar work means "Supply & Commissioning of Pressure Reducing and De-superheating (PRDS)Valves having Body size minimum 10 Inch with Pneumatic actuator, having Minimum Inlet steam Pressure/Temperature 105kg/cm²/515degC," along with quenching valve.</p>	<p>A. In case of authorized dealer / supplier/Channel Partner- Bidder to submit authorization certificate issued from OEM with minimum 1 year authorization validity.</p> <p>B. Minimum one copy of Purchase order with technical & commercial details including P.O. value for supply & Commissioning of Similar work as per condition-1</p> <p>Completion certificate / satisfactory performance. Bidders on its own or through its OEM shall submit Completion certificate with satisfactory performance issued by organization / firm where supplied valves are installed against above submitted PO copy indicating PO number and date of completion.</p>
2	<p>The Average Annual financial turnover of the Bidder during the last financial 3-years ending 31st March 2023 should be at least Rs. 82.95 Lakhs per annum for which vendor shall submit the certified copies of Audited Balance sheet and P&L for the last three financial years ending on 31st March of 2023.</p>	<p>Bidder shall submit financial standing through Audited Balance sheet and Profit & Loss account for the last three years ending on 31st March of 2023 (i.e FY 2020-21, 2021-22, and 2022-23).</p> <p>In case the bidders do not fall under the ambit of statutory audit, and do not have audited annual reports/ audited Balance sheets and Profit & Loss Statements, the bidder shall submit a statement certified by Statutory Auditor/ Practicing Chartered Accountant having UDIN no. as documentary evidence in support thereof.</p>

Note:

- (i) In case Performance / Completion certificate from concerned organization/ end user is not available, then bidder to submit self-certification for the same on their letter head mentioning name & address of the organization/end user, contact person name & contact details including email etc. Month/year of installation with P.O. number & value, certifying the performance of valve. Decision of acceptance of Bid shall be final and binding to the vendor.
- (ii) All the required documents shall be self-attested by the bidder.

2023/3/31
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NFV/PUR/BIA 221077-V

Annexure-A

SPECIAL INSTRUCTIONS TO TENDERERS

- 1.00 **Mode of Tendering:**
Vijaipur Unit of National Fertilizers Limited has decided to do the procurement of '**Complete PRDS Valve**' through **GeM** under **Two Part Bid** system.
- 2.00 **GeM Bid / Offers** are required to be submitted electronically 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 be done electronically and online on **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 / GeM Web Site** 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 / GeM Web Site** for downloading of tender documents, bid preparation, bid submission etc. The Tenders / Tender Documents shall be duly digitally signed by the Tenderers using their Digital Signature Certificate **or as per GeM Portal requirement**.
- 5.00 **Pre-requisites for Login Credentials:**
Bidders are required to enroll on **GeM Web Site / GeM Portal**
- 6.00 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.
- 7.00 All the vendors participating in the online **GeM Bidding** have to abide by the process involved in the entire workflow of the **GeM Procurement**.
- 8.00 For queries regarding **GeM Bidding** process, you may contact :
- a. National Fertilizers Limited (For Tender details)**
- | | |
|-----|---|
| i. | Name: Shri NK Kishore Dass, Manager – Materials
Contact No.: Board Tel. No. 07544-273528/29 Ext. No. 2307, 273050,
Email: nkkdass@nfl.co.in |
| ii. | Name: Shri Sanjay Pandey, Dy. General Manager – Materials
Contact No.: Board Tel. No. 07544-273528/29 Ext. No. 1007
Email: spandey@nfl.co.in |
- b. Technical Support Contact of GeM : Please contact GeM Customer Service / Technical Support as per the contact details readily available on GeM Web Site.**
- 09.00 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.
- 10.00 No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
- 11.00 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.

12.00 **Tender Schedule: As per GeM Portal**

Note: 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

13.00 The activity defined for vendors are as per **GeM** Portal Guidelines

14.00 **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.

15.00 The quantity indicated in **Annexure-C** is our estimated requirement which may vary at the time of ordering at the sole discretion of NFL.

16.00 The contract shall be finalized on 'total delivered cost' basis (For delivery of material at NFL Vijaipur Site basis)

17.00 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.

18.00 NFL reserves the right to reject or accept any tender without giving any reason.

19.00 **Name & Address of the Consignee/Unit:**

Dy. General Manager (Materials) Stores
National Fertilizers Limited
Vijaipur-473 111
Dist: Guna (MP)

20.00 **GST of Vijaipur Unit**

Taxpayer's Trade Name:	National Fertilizers Limited, Vijaipur, Guna
Taxpayer's Legal Name:	National Fertilizers Limited
Provisional ID Number:	23AAACN0189N2ZB

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E-Tender ID:
NFV/PUR/BIA 221077-V

General Terms and Conditions of Notice Inviting Tender

- 1.00 Detailed Specifications of “**Complete PRDS Valve**” required by us are given in **Annexure-C**.
- 2.00 Rates are to be quoted on **FOR – Destination basis i.e. NFL Vijayour Site basis** indicating break-up of various components as per **GeM Price Bid Proforma** [The quoted price will be on delivered basis at NFL Vijaypur Site bais inclusive of Basic Price + P&F + Freight + GST + Insurance etc].
- 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 on **GeM Portal / GeM Web Site**. No Oral, Email, Telephonic, Telegraphic tenders or Tenders submitted in hardcopies/ physical form will be entertained.
- 4.02 Tenders should be submitted online duly signed and stamped by the Tenderers as per GeM requirement.
- 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 signed and stamped in token of acceptance of all the tender conditions along with their techno-commercial bid failing which their tender may not be considered as per GeM requirement.
- 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 Tendered has to agree to all NIT Terms and Conditions / GeM 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, Dy. General Manager – Materials / Sh. NK Kishore Dass, Manager – Materials) Phone Nos. 07544-273691 / 07544-273528/29 Ext. No. 2307, 273050, 1007) 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). It shall be the responsibility of the vendor to visit the designated **GeM** website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender **GeM** 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 20th September, 2016 of Ministry of Finance, Department of Expenditure, Procurement Policy Division.
- Provisions of Public Procurement (Preference to make in India) order 2020 notified vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) shall be applicable.
- In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.

- **Registration on Udyam Registration Portal:** MSE bidders are required to register themselves on Udyam Registration Portal, failing which they will not be able to enjoy the benefit as per Public Procurement Policy for MSEs order, 2012 issued by MSME.

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 One 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. **1 0 3 4 6 6 7 3 3 1 1**
 - b. Name of Bank: **State Bank of India**
 - c. Branch Name: **NFL Vijaypur (NFL Complex)**
 - d. Branch Code: 30282
 - e. IFS Code: **SBIN0030282**

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

or

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

or

- iii) Bank Guarantee from any Scheduled/Nationalized Bank (except Rural/Co-Operative Banks) as per our prescribed format (see Annexure-L). 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% [Five Percent] 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% (Five 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-M). 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** giving the break-up of prices as per **GeM Price Bid Format**

17.02 **GST:**

GeM Price Bid is inclusive of all Taxes and Duties

TDS shall be deducted from GST payable from the bill in accordance with GST Act/Law. Bidder shall be required to accept the same on the GST portal within 3 days from due date of filing of TDS return (GSTR7) by NFL to enable us to issue the TDS certificate to you in time. If you fail to accept the same in the GST portal, penalty if any imposed by GST authority, will be recovered from you.

Tenders shall also mention their GST Registration Number and the HSN Code of offered items invariably in their Quotation.

17.03 **Packing and Forwarding Charges:**

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

17.04 The rates should be inclusive of transit insurance from Despatch Station / Your Works to our warehouse / Stores at NFL Vijaypur.

17.05 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.

17.06 Quoted rate(s) on FOR NFL Vijaypur Basis should remain firm till complete execution of the order. Vendors should confirm the same in their offers.

17.07 The tenderer shall quote the price strictly as per the **GeM Price Bid** 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 are as under:**

(a) Supply Portion: 100% of Purchase Order value towards supply portion within 30 days after Receipt & Acceptance of material at our site through RTGS.

(b) Installation/Erection & Commissioning: 100% payment towards Installation & Commissioning within 30 days after successful installation & commissioning of supplied material at our site through RTGS.

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 **or as per GeM Portal**

23.00 **Guarantee:**

- Please refer **Annexure – D, Sr. No: (3), Guarantee Clause.**

24.00 **Delivery Period**

Bidders shall indicate the shortest and firm delivery period for the offered item in their offer.

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:

- (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.

- ***GST as applicable on the LD Charges/Penalty shall also be recoverable in addition to LD Charges/Penalty applicable on delayed supplies.***

Liquidated Damages for delay in commissioning where commissioning is part of the Purchase Order:

Liquidated Damages @ 1% of the commissioning value per week of delay or part thereof subject to a maximum of @ 10% of commissioning value should be levied.

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: - Dy. GENERAL 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, Vijapur 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/submitted 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 embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.

- 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 Purchase 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 through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority.

Where the claim including determination of interest, if any, being claimed 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 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 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 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 **Signing of Integrity Pact**

Bidder will sign and submit the Integrity Pact as per enclosed Annexure-K, which is an integral part of Tender Documents, along with Un-priced Techno-Commercial Bids, failing which the Bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website www.nationalfertilizers.com



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

E-Tender ID:

NFV/PUR/BIA 221077-V

Detailed Specification

S. No.	NFL Item Code	Item Description	UOM	Quantity Required
1	JA6120190	Complete PRDS Valve with Quench Water Valve, and sapres for both valve as per Detailed Specification enclosed hereby	ST	1.000

Note:

1. The Eligibility Criteria shall be as per Annexure-II.
2. Bidders will be required to give your comments/confirmation on all the points mentioned in Technical Specifications Annexure-1.
3. You will submit detailed technical specifications & catalogue and also decoding statement of the offered items along with your offer.

DETAILED TECHNICAL SPECIFICATION

ANNEXURE-II

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Technical Specifications for PRDS Valve after mech.comments

No.	Description	
1	PRDS Valve	Qty 1 set
2	Tag No.	36-PV-01/2
3	Model & Make	party to specify, suitable for required service
4	Valve requirement	PRDS valve is required for replacement of existing PRDS valve suitable for below stated service conditions. During normal operation of the Synthesis Compressor's turbine, the PRDS valve may remain closed or in throttled condition. In case of tripping of Syn Comp. Valve should get quick open according to buffered signal.
5	Process Data	
5.1	Fluid	HP Steam (Super Heated 105kg/cm2g)
5.2	Fluid/Fluid Phase	HP Steam/Steam
5.3	Inlet Flow	0 to 256 t/h
5.4	Press Normal/Design (Kg/cm2 g)	105/130
5.5	Temperature Normal/Max./Min. (Deg.C)	515/540/0
5.6	Density of HP Steam Normal/Max. (Kg/m3)	31.13/31.13
5.7	Molecular Weight	18.02
5.8	Viscosity (cp)	0.028
5.9	Compressibility	0.92
6	MP Steam (Superheated) Outlet	
6.1	Fluid/Fluid Phase	MP steam/ Steam at 40Kg/cm2g and 395 Deg.C
6.2	Outlet Flow	0 to 275.558 t/h
6.3	Press Normal/Design (Kg/cm2g)	39/46
6.4	Temperature Normal/Max./Design (Deg.C)	395/395/425
7	Quench Water Inlet For Injection	
7.1	Quench Outlet Flow	0 to 19.558 t/h
7.2	Press Normal/Design (Kg/cm2)	60/70
7.3	Temperature Normal/Design (Deg.C.)	130/150
8	PRDS Valve Specification	
8.1	Valve Type	Pressure Reducing de-superheating Valve (Angle type)
8.2	Valve Class	ANSI Class 2500#
8.3	Valve Design	Valve should be designed to meet above stated service conditions & for minimum thermal stresses. The PRDS should have inbuilt feature of De-superheating system in valve body. Complies to ANSI B 16.34
8.4	Inlet Connection	Butt Weld 12" (Existing connected pipe Diameter & Schedule are 12" and 44 mm thick)
8.5	Outlet Connection	Butt Weld 16" (Existing connected pipe Diameter & Schedule are 16" and 55 mm thick)
8.6	Water Inlet Connection	Flanged 3" ANSI 2500# RTJ, party should include companion flange along with valve.
8.7	Valve Installation	Vertical with top mounted actuator (Inlet will be Horizontal, outlet will be downward Vertical)
8.8	Body Size	Inlet 12" butt weld end connection, Outlet 16" butt weld end connection, Coolant 3" ANSI 2500RTJ with Mating Flange.
8.9	Inlet Body material	ASTM A 182 F22
8.10	Outlet Body material	ASTM A 182 F22
8.11	Bonnet type	party to specify, suitable for required service
8.12	Bonnet material	ASTM A 182 F22
8.13	Material of Studs	ASTM A193 Grade B16
8.14	Nuts	ASTM A194 Grade 4
8.15	Material of Bonnet Gasket	party to specify, suitable for required service (Suitable for design temp.540 deg.C)
8.16	capacity	PRDS Valve Shall be designed for capacity of steam inlet 256T/h, quench water inlet 19.558 t/h & steam outlet 275.558t/h.
8.17	Min. controllable Flow	party to specify, suitable for required service (PRDS valve should be capable of handling minimum flow even at 1 to 2% opening of valve inconjunction with valve Rangeability)
8.18	Max. required Cv	party to specify, suitable for required service
8.19	Available Cv	party to specify, suitable for required service
8.20	Calculated Cv	party to specify, suitable for required service (Existing Cv 324)

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DETAILED TECHNICAL SPECIFICATION

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8.22	Selected Cv	party to specify, suitable for required service
8.23	Valve Rangeability	party to specify, suitable for required service (At least 1:40)
8.23	Trim type & size	party to specify, suitable for required service.
8.24	Leakage Class	FCI 70-2 Class IV or better
8.25	Trim Characteristics	Linear/Modified parabolic
8.26	Seat trim Material	420 SS Nitrided or better
8.27	Plug Stem material	party to specify, suitable for required service
8.28	Type & Material of Gland Packing	Grafoil or better/ party to specify, suitable for required service
8.29	Inlet Velocity	party to specify, suitable for required service
8.30	Outlet Velocity	party to specify, suitable for required service
8.31	Sound Pr Level	Less than or equal to 90dBA
8.32	Valve Actuator type	Pneumatic Piston type
8.33	Actuator Model, make & Size	party to specify, suitable for required service
8.34	Valve Action on Air failure	On air supply failure the stays put
8.35	valve stroke	party to specify, suitable for required service
8.36	Stroke time with Signal 4-20 mA	Valve 0 to 100% opening preferably in 1 second but less then 2 seconds for fast operation in case of turbine trip. Normal modulating stroke time 0 to 100%= less then 10 Seconds, Vendor to submit control schematic & functional diagram of actuator with accessories.
8.37		
8.38	Shut off Pressure	130 Kg/cm ²
8.39	Locally Manual operation of Valve	Required
8.40	Inst.Air tubing	Valve tubing to be selected to meet valve stroking speed as mentioned above.
8.41	Painting on Valve & Actuator	Suitable for Service temperature
8.42	actuator accessories	Required, make & model party to specify
8.43	Valve Positioner type	Remote mounted, Electro-pneumatic smart type having advanced feature of fast operation capability, HART compatible.
8.44	Positioner Model & Make	party to specify, suitable for required service.
8.45	Positioner Input Signal	4-20 mA (active) 2 wire system (18-30 VDC)
8.46	Positioner In, Out & Supply gauge	Required
8.47	Make & Model of Air Filter Regulator (AFR) with Gauge	Required, make, model, Size and Capacity to be specified by party
8.48	Inlet Air Supply Pr. To AFR	5 to 6 Kg/cm ²
8.49	Limit Switches for open & close	Required, make & model to be specified by party.
8.50	Separate Position Transmitter	Required, make & model to be specified by party, 4-20mA output for CCR
8.51	Other accessories	Party may include all other required accessories for fast & stable operation of offered valve to achieve the stroking speed as stated above.
9 Inspection and certifications		
9.1	IBR test certificate	Form Ilic as per IBR act
9.2	Body material test	Required, UT test
9.3	Body, Bonnet, Branches, flanges etc	MPI test as per ANSI B16.34
9.4	Welding joints	Welding joints in body is not acceptable, Radigraphic test
9.5	Seat leakage test	Required
9.6	Body Hydrostatic test	Required as per ANSI B16.34 & API 598
9.7	Calibration of valve and operation test	Required
9.10	Inspection test	Inspection as per requirement of technical scope of supply will be done by third party (Lloyds or Beuro Veritas or TUV) inspection charges shall be included in quoted price. NFL representatives may also inspect the testing if required.
Note: Existing Valve's dimensional drawing attached for reference only.		

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DETAILED TECHNICAL SPECIFICATION



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Technical specifications for Quench Water Valve

S.NO	Description	
1	Quench Water Valve	1 No.
2	Tag No.	36-TV-21
3	Model & Make	party to specify, suitable for required service
4	Valve requirement	Quench water valve is required for replacement of existing valve.
5	Process Data	
5.1	Fluid/Fluid Phase	Class V or better
5.2	Quench Outlet Flow	20 te/hr
5.3	Inlet Press Normal/Design	60 kg/cm ² / 70 Kg/cm ²
5.4	Critical Pressure	225.4 Kg/cm ² a
5.5	Outlet Pressure	55 Kg/cm ²
5.6	Temp. Normal/ Design	130 deg C/ 150 deg C
5.7	Density of water Normal/ max.	938/ Kg/m ³
5.8	Specific gravity	0.938
5.9	Vapour Pressure	2.75 Kg/cm ² a
5.1	Viscosity	1 Cp
6	Quench Water Valve's specifications	
6.1	Valve type	Globe type, unbalanced plug.
6.2	Valve Class	ANSI 600# Standard
6.3	Inlet Connection	Flanged 3 inch ANSI 600# RF
6.4	Outlet Connection	Flanged 3 inch ANSI 600# RF
6.5	Valve installation	Vertical with top mounted Actuator
6.6	Body size	party to specify, suitable for required service
6.7	Body material	ASTM A216 WCB or better
6.8	Bonnet type	party to specify, suitable for required service (Suitable for stated service & process condition)
6.9	Bonnet material	ASTM A105 or better
6.1	Material of Studs	ASTM A193 B7
6.11	Nuts	ASTM A194-2H
6.12	Face to Face dimension	Party to specify (Existing 337mm)
6.13	Material of Bonnet Gasket	party to specify, suitable for required service (Suitable for design temp. 150 deg.C)
6.14	capacity	Valve shall be design for the capacity of water inlet 20 t/h.
6.15	Min. controllable Flow	party to specify, suitable for required service (quench water valve should be capable of handling minimum flow even at 1 to 2% opening of valve in conjunction with valve Rangeability)
6.16	Max. required Cv	party to specify, suitable for required service
6.17	Available Cv	party to specify, suitable for required service
6.18	Calculated Cv	party to specify, suitable for required service
6.19	Selected Cv	party to specify, suitable for required service
6.2	Valve Rangeability	party to specify, suitable for required service (At least 1:40)
6.21	Trim type & size	party to specify, suitable for required service.
6.22	Leakage Class	Class V or better
6.23	Trim Characteristics	Equal percentage
6.24	Seat trim Material	420 SS Nitrided or better
6.25	Type & Material of Gland Packing	Grafoil or better/ party to specify, suitable for required service
6.26	Inlet Velocity	party to specify, suitable for required service
6.27	Outlet Velocity	party to specify, suitable for required service
6.28	Sound Pr Level	Less than or equal to 70 dBA
6.29	Valve Actuator type	Pneumatic Single acting Spring return, Diaphragm type
6.3	Actuator Model, make & Size	party to specify, suitable for required service
6.31	Valve Action on Air failure	On air supply failure the stay put

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DETAILED TECHNICAL SPECIFICATION

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6.32	Valve stroke	party to specify, suitable for required service (Existing 25mm)
6.33	Stroking time	Less than 2 Sec
6.34	dp for sizing	5 kg/cm ²
6.35	Shut off Pressure	70 Kg/cm ²
6.36	Locally Manual operation of Valve	Required
6.37	Inst. Air tubing	SS, Size Minimum 10 mm
6.38	Painting on Valve & Actuator	Suitable for Service temperature
6.39	actuator accessories	Required make proven models only
6.4	Valve Positioned type	Electro-Pneumatic Smart type Positioner. HART communication compatible.
6.41	Positioner Model & Make	party to specify, suitable for required service. Reputed make and model only
6.42	Positioner Input Signal	4-20 mA (2 wire system)
6.43	Positioner Output & Supply pressure gauge	Required
6.44	Position feedback	Required, 4-20mA, 2 wire system
6.45	Actuator Type	Air to close
6.46	Model & Make of Air Filter Regulator (AFR) with Gauge	Required make proven models only
6.47	Inlet Air Supply Pr. To AFR	5 to 6 Kg/cm ²
6.48	Lock-up Relay	Required for valve stay put on Air failure
6.49	Other accessories	Party may include all other required accessories for fast & stable operation of offered valve to achieve the stroking speed as stated above.
7	Inspection and certifications	
7.1	IBR Certification	IBR Ilc as per IBR act
7.2	Seat leakage test	As per ANSI
7.3		
Note: Existing Valve's dimensional drawing attached for reference only		

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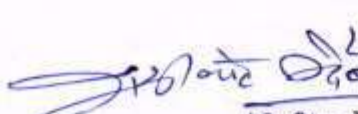
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ANNEXURE-III

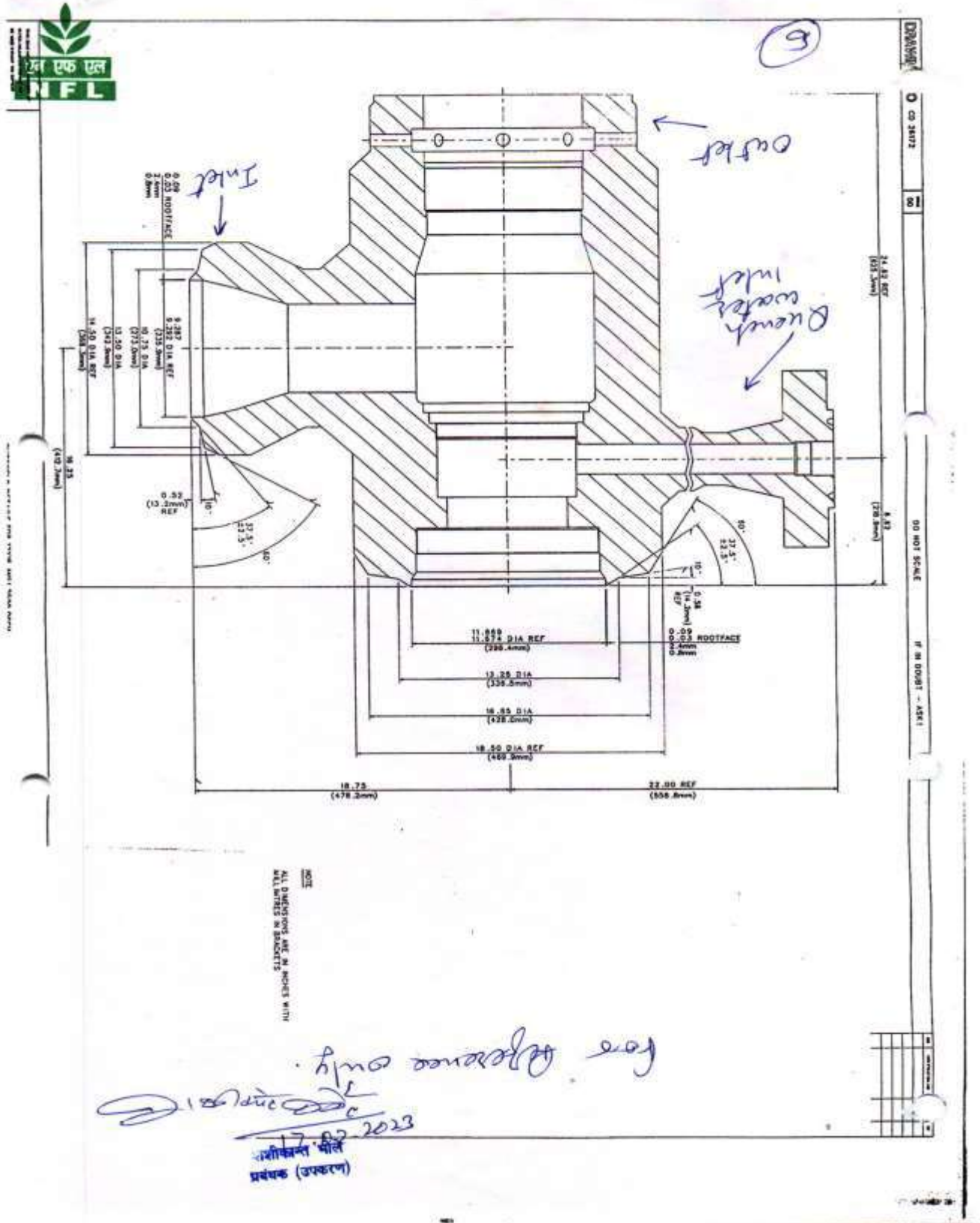
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S.No.	SCOPE OF SUPPLY	Qty.	
1	Complete Pressure Reducing Desuperheating Valve(PRDS Valve) connected with piston type pneumatic actuator, Remote mounted SMART electro-pneumatic positioner, position transmitter, hand wheel, locking devices, limit switches etc. & other necessary accessories as required for fast operation of valve. (All required piping/ tubing, fittings& other items necessary for the valve operation of piston type pneumatic actuator shall be included in Vendor's scope of supply.	1 No.	
2	Water Quench valve complete with connected pneumatic actuator, Smart electro-pneumatic positioner, position transmitter, hand wheel, locking devices, limit switches etc & other necessary accessories as required for fast operation of valve.(All required piping/ tubing, fittings& other items necessary for the valve operation of pneumatic actuator shall be included in Vendor's scope of supply	1 No.	
3	Recommended spares for 2 years operation for PRDS valve internals (Plug with Stem, seat, cage, seal rings (if any), gaskets set= 2 sets, Packing set =2 sets, Positioner, AFR, Repair kit for Actuator, Solenoid Valve, Soft items for Actuator, Position Transmitter, each accesories which is not included but required min.one no. to be included.	1 Set	
4	Recommended spares for 2 years operation for Quench water valve internals like Plug with Stem, seat, cage, gaskets set=2 sets, Packing Sets=2 sets, repair kit for Actuator, Actuator diaphragm, Valve Positioner, AFR, Soft goods for Actuator etc.)	1 Set	
5	Complete documentations	2 Sets	
6	Supervision, erection & commissioning	1 Lot	
7	Commissioning spare (If required)	1 Set	


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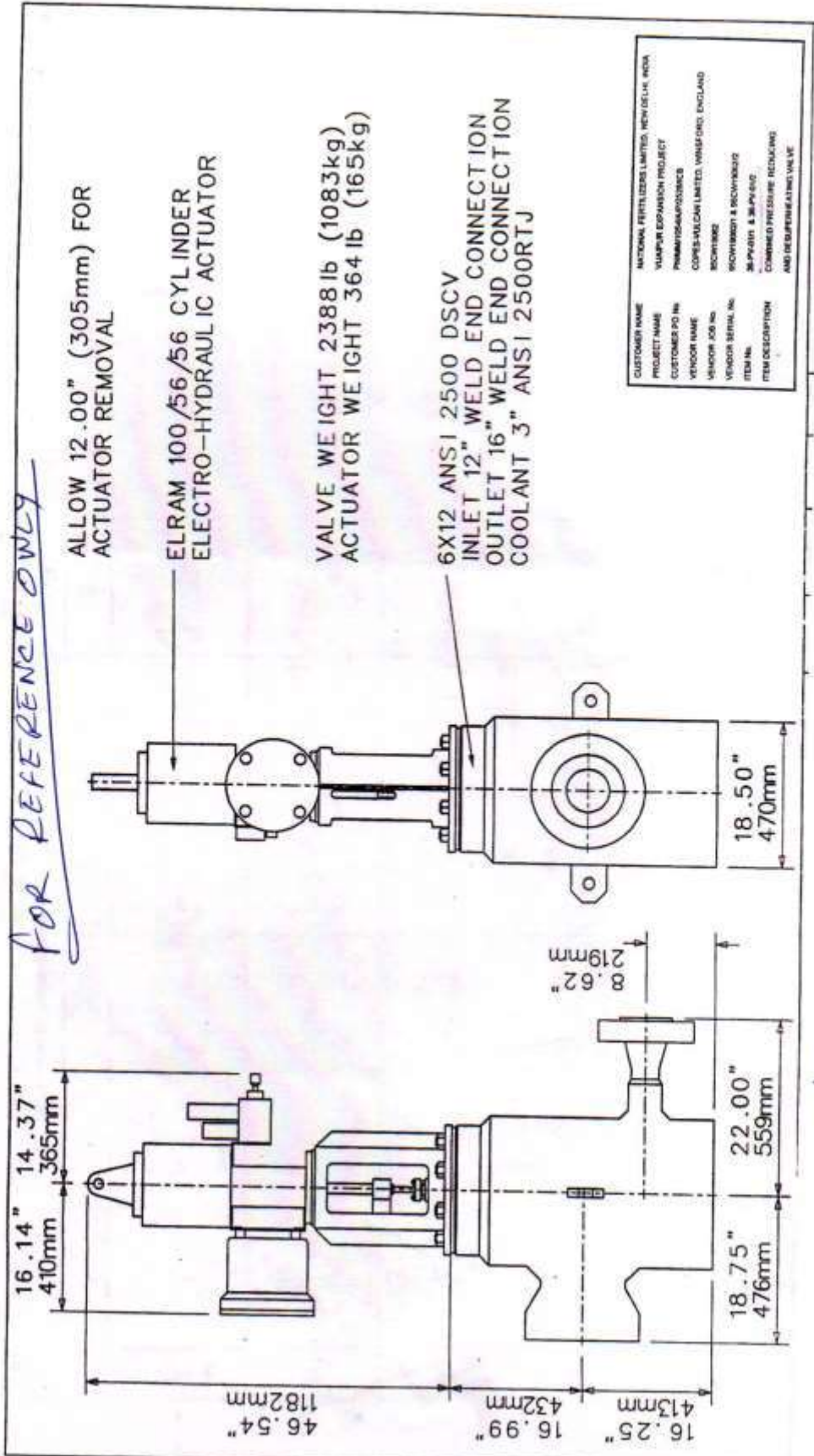

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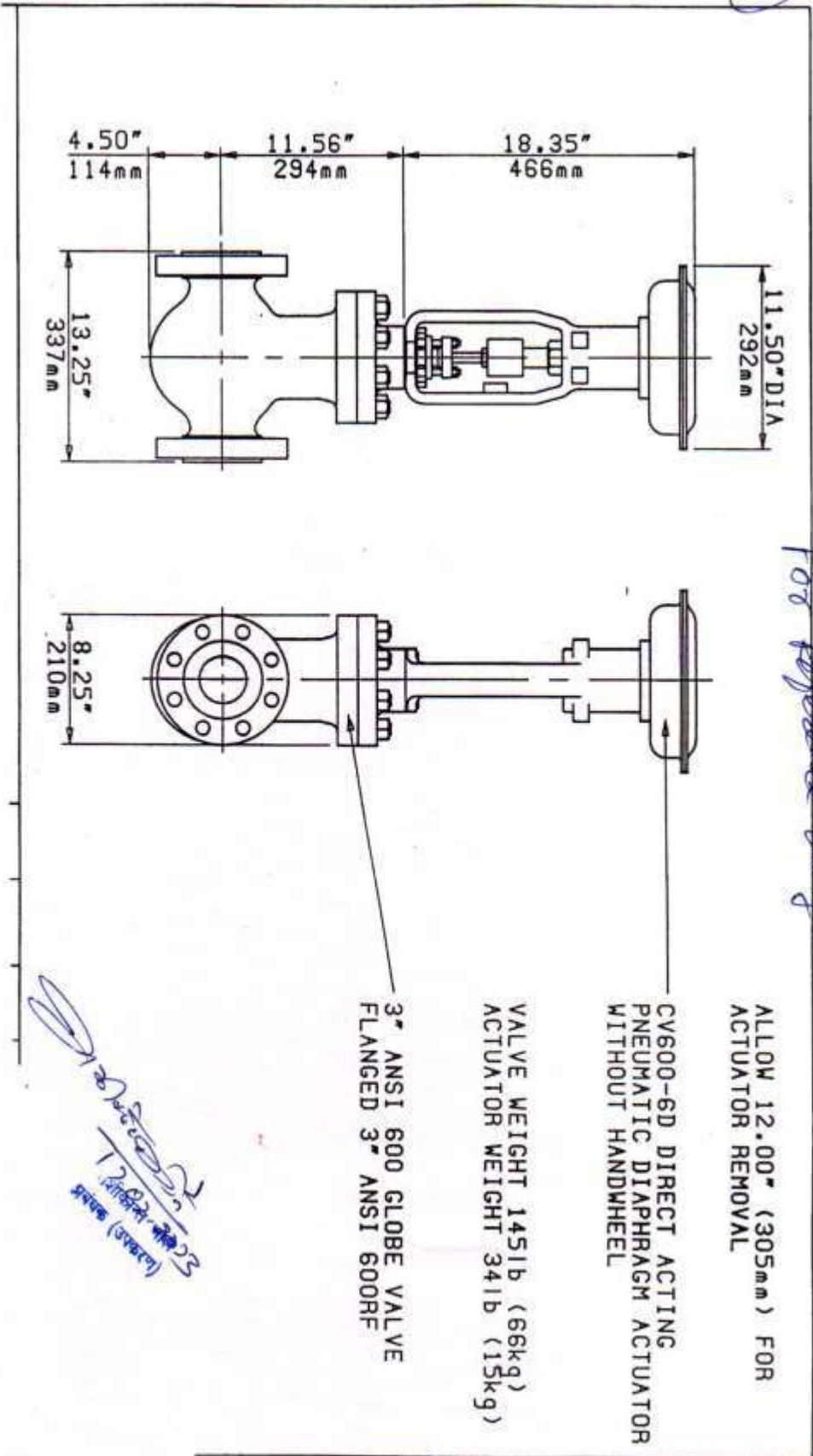
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DETAILED TECHNICAL SPECIFICATION



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FOR REFERENCE ONLY

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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

NFV/PUR/BIA 221077-V

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

	Name of the Bidder	M/s		
S.No.	Description	NFL Requirement as per NIT	Vendor's Comments	
1	Item Description	As per Annexure – C and Detailed Technical Specificatgion Annexure – 1		
2	Quantity Required	One (01) Set		
3	Guarantee	All works performed and all material and equipment furnished under this contract shall be free from defects and shall remain so for a period of at least one (1) year from the date of complete installation or 18 (Eighteen) Months from supply of Material, whichever is earlier. The full cost of maintenance, labor and materials required to correct any defect during this Guarantee period shall be borne by the supplier. You will submit Guarantee Certificate to this effect along with dispatch documents at no extra cost to NFL.		
4	Earnest Money Deposit (EMD)	EMD of Rs. 1,00,000/- (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% (Five Percent) 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		
7	Price Basis	FOR NFL Vijaypur Site / Stores basis		
8	Enhancement of Rates after submission of Quotation not allowed	No enhancement of rates will be allowed once the quotation is submitted/accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.		
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	To be borne by party. Freight paid by party for supply of material up to NFL Vijaypur Site / Stores.		
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: 100% of Purchase Order value towards supply portion within 30 days after Receipt & Acceptance of Material at our site through RTGS.	
		(b) Installation/Erection & Commissioning: 100% payment towards Installation & Commissioning within 30 days after successful installation & commissioning of supplied material at our site through RTGS.	
15	Delivery Period/Schedule	Shortest firm Delivery Period to be indicated by the Bidder for (a) Supply: (b) Installation & Commissioning:	
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). Liquidated Damages for Commissioning: Liquidated Damages @ 1% of the commissioning value per week of delay or part thereof subject to a maximum of @ 10% of commissioning value should be levied.	
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.	
20	PAN Number	Vendors to indicate the PAN Number allotted to their firm/company and upload the scan of the PAN Card.	
21	MSMED Registration (For Indian Bidders)	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.	

26	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. This debarment will also be applicable for non performance of contract i.e. failure to execute supplies / failure to deliver the material as per PO terms.	
27	Blacklisting/Delisting of Bidders previously	It shall be certified by the Tenderers that they have not been delisted/blacklisted by any Institutional Agency/Govt. Department/Public Sector Undertakings for participation in the Tenders and no other Firm/Sister Concern/ Associate belongs to the same group is participating/submitting the tender against this E-Tender	
28	Award of Contract	Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.	
29	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.	
30	Compliance to statutory requirements/laws (for Indian Bidders)	The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.	
31	Laws governing Purchase Order	The purchase order shall be governed by the Laws of Union of India for the time being in force.	
32	Subletting of Contract Not allowed	The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.	
33	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.	
34	Force Majeure	Shall be as per Clause No. 45.00 of Terms and Conditions of Notice Inviting Tender.	
35	Arbitration	Arbitration Procedures shall be as per Clause 47.00 of Terms and Conditions of Notice Inviting Tender.	
36	Jurisdiction	All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in the Courts located at Guna in the Guna district of Madhya Pradesh State.	
37	Acceptance of NIT Terms and Conditions and uploading of complete Set of Tender Enquiry	Vendors will confirm their acceptance to the Terms and Conditions of the NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions.	
38	Uploading of Other documents	Vendors may upload any other document (if required) and indicate the same.	
39	Any Other Comment / Information /Remarks	No Deviation to the Terms & Conditions of NIT is allowed. Offers with any condition/deviation are liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	

40	Signing of Integrity Pact	Confirm that you have signed and submitted the Integrity Pact as per enclosed Annexure-K, failing which you will stand disqualified from the tendering process and your bid would be rejected.	
41	Installation & Commissioning	The installation & commissioning of the systems shall be in bidder's scope.	
42	Bidder's comments on Annexure-1	You will be required to give your comments/confirmation on all the points mentioned in Technical Specifications Annexure-1 of our NIT, in your offer.	
43	Eligibility Criteria	The Eligibility Criteria shall be as per Annexure-II and bidders will be required to give your comments against each point of eligibility criteria and shall submit supporting documents wherever required.	
44	Contact Details	Please furnish contact details of your authorized personnel's for further correspondence in this case (Two Contact Numbers and their valid e mail Id's)	
45	Submission of Annexure E (MII Local Content) and Annexure F (Model Clause Certificate Public Procurement)	You must submit Annexure E (MII Local Content) Certificate and Annexure F (Model Clause Public Procurement) Certificate in your company letter pad / head appropriately filled, duly signed and stamped for our evaluation.	

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.

BID SECURITY FORM**Draft of Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)**

(To be prepared on Stamp paper issued in the name of Bank)

In consideration of National Fertilizers Limited (NFL), having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter called as 'NFL' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt _____ (hereinafter called the, 'the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender No _____ for _____ hereinafter called "the said tenderer" of such Bid Security Deposit for the due fulfillment by the said tenderer(s) of the terms and conditions contained in the said tender _____ for _____ on production of Bank Guarantee for Rs. _____ (Rupees _____ only).

1. We _____, the bank, hereinafter referred to as 'the bank' do hereby undertake to pay to NFL an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us).
2. We _____, the bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs _____ only).
3. We _____, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of NFL under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of NFL certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ to include three months claim over and above the period mentioned in the paragraph for the validity of the bank guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.
4. We _____, the bank, lastly undertake not to revoke this guarantee during its currency except 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. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part. WHEREAS in pursuance to the agreement dated _____ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs. _____. CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Security Deposit cum Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. _____.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ Months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum- Performance Bank Guarantee will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____

(Indicate the name of the Bank with stamp)

INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents for tenders having a value of Rs. 1 crore or more. To be signed by the bidder and NFL.)

National Fertilizers Limited (NFL) herein after referred to as “The Principal”.

AND

_____ herein after referred to as “The Bidder/Contractor”

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor/s (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or

any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders/Contractors/Sub-contractors.

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.

8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of NFL.

Section 10: Other Provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

“The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force.”

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: ___

Date: ___

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

NFV/PUR/BIA 221077-V

Annexure-E

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

(On Party/Company's Letter Head)

Tender Ref. No.:

To

M/s National Fertilizers Limited,

Vijaipur-Guna (M.P)-473111

Sub: Self Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 16.09.2020

Sir,

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

I also certify that the bidder M/s..... has not been debarred by any procuring entity from violation of this order.

The address is as below, where the local content/value addition is made:

[Factory Address]

.....
.....
.....

For M/s.....

Authorized Signatory

(with company seal & Name)

Model Clause Certificate: Public Procurement

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

(On Company's Letter Head)

Tender Ref. No.:

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

Sub: Model Clause Certificate of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020.

Sir,

I.....(authorized signatory) for M/s..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

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

or,

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

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

For M/s.....
Authorized Signatory

(with company seal & Name)

NFV: MM: PUR: BIA 221077

GEM PRICE BID FORMAT

(for reference prupose)

Sr. No	Item Description	Quantity	Unit Rate (Rs)	Amount (Rs)
1	PRDS Valve	1 No		
2	Water Quench Valve	1 No		
3	Spares for PRDS	1 Lot		
4	Spares for Water Quench Valve	1 Lot		
5	Supervision, Erection and Commissioning at NFL Vijaypur	1 Lot		
Grand Total (1 + 2 + 3 + 4 + 5)				