

TENDER DOCUMENTS FOR NFB/PUR/SC/240020/2413986

TENDER DOCUMENT FOR SPARES FOR TATA HITACHI MAKE EXCAVATOR

AT
NATIONAL FERTILIZERS LIMITED BATHINDA UNIT

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INSTRUCTION TO BIDDERS

NATIONAL FERTILIZERS LIMITED (NFL), BATHINDA, a Govt. of India Undertaking referred to herein as the Owner intends to enter into contract for supply of **Items as per Annexure-B** to its Plant located at BATHINDA (Punjab). You are invited to submit the Techno-commercial proposal and Price proposal for the said item through **GeM-Tendering**. Methodology for submission of proposal has been detailed here under in this document.

1. The procurement shall be made through GeM-tendering process. The offers in this process are required to be submitted electronically in place of offers in 'hard copy under sealed envelope' as being done conventionally.
2. Please upload this tender document duly signed & stamped on GeM Portal as a token of acceptance for all the term & conditions of this NIT

Contact details of concerned person at National Fertilizers Ltd., Bathinda

Sh. S.K Bagaria
Senior Manager Materials National Fertilizers
Limited Sibian Road, Bathinda
E-mail: skbagaria@nfl.co.in

Sh. Ratan Jayot Singh
Asstt. Manager Materials
National Fertilizers Limited,
Sibian Road, Bathinda
E-mail: rjs.bola@nfl.co.in

TECHNO-COMMERCIAL BID		
S No	Description	Additional Term & Conditions (ATC)
1	Tender/NIT Confirmation	(a) No Deviation to Additional Term & Conditions (ATC) of this Tender/NIT is allowed. (b) Offer with any condition / deviations is liable to be rejected at Sole option of NFL. (c) Please upload this tender document duly signed & stamped on GeM Portal as a token of acceptance for all the term & conditions of this NIT.
2(a)	Item Specifications	As per Technical Annexure C
3	PRICE BASIS / FOR	Price submitted on GeM portal shall be inclusive of all taxes & costs like Transportation cost upto consignee locations, P&F, Bank charges etc as per GeM Term & Conditions. Purchase order will be issued on GeM portal to successful bidder of same value as submitted by bidders on GeM portal. So bids shall be submitted on GeM portal inclusive of all cost except insurance cost. Transit Insurance shall be arranged by NFL.
4	% of GST	Please intimate the rate of GST considered while submitting bid as mentioned at Sr No 3. The quoted price shall also include the GST as per GeM term & conditions. Bidder to certify that they are not covered under Composition Scheme under GST. If the bidder is registered under Composition Scheme it should be confirmed specifically & in this case loading of GST at applicable rates shall be done during evaluation of bids.
5	Offer Validity	Offer Validity will be 90 days from the Technical Bid Opening Date
6	Delivery Schedule	Kindly confirm delivery schedule as per GeM.
7	Payment Terms	For supply: The payment shall be released to the bidders, from Bathinda Unit, within 30 days after receipt (subject to acceptance) of the supplied material at site in Bathinda Unit. (INSPECTION of the material shall be done after receipt of material, at NFL stores only and the same shall be final and binding) Tenderer/Party is requested to provide their 11 digit Core Banking Account No. & IFSC Code of their bank on their letter head as attachment, enabling NFL to arrange the transfer of due payment in their account directly. MSME vendor Payment through TReDS: Gol has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform. MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to. The detail of RXIL contact person is as below: Contact Name : Mr. Prajay Shukla Contact No.:8090051171 E-mail id: prajay.shukla@rxil.in Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinanced invoice/s of MSME bidders seeking payment from NFL directly shall be processed as per the Standard payment terms agreed in PO / contract. All financing cost for using the facility shall be borne by the MSME bidder only.

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8	Liquidated Damages	<p>Please confirm the acceptance of Liquidated Damages clause. GST will be applicable on LD charges.</p> <p>Material shall be supplied as per agreed/specified delivery schedule. If the material is not delivered as per specified schedule, NFL reserves the right to either</p> <p>(i) Purchase the material from OPEN MARKET at the risk and cost of the supplier OR</p> <p>(ii) Accept the goods at its sole discretion after imposing the PENALTY @ 0.5% (half per cent) of the Basic Price + GST as applicable of the delayed quantity for every week or part thereof, of the period of such delay from delivery schedule, subject to a maximum of 5% of the Basic Price + GST on LD as applicable OR</p> <p>(iii) Treat the delay as default of Purchase Order and forfeit security deposit, terminating the Purchase Order forthwith and taking, other action/s against the supplier, within the provisions of the Purchase Order.</p>
9	Firm Price	<p>Vendor to confirm that Total Landed Rate including Transportation Charges will remain firm till the complete execution of the order.</p> <p>No Revision in rates allowed except for any increase/decrease in rates of statutory levies such as GST/SGST/IGST etc. within contractual delivery period.</p> <p>Withdrawal from the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice of our rights of legal remedies.</p>
10	PERFORMANCE	<p>Subsequent to an order being placed against your quotation, received in response to this NIT, if it is found that the materials supplied are not of the right quality or not as per our order specifications or received in damaged condition or otherwise not satisfactory owing to any reason of which NFL shall be the sole judge, we shall reject the materials, in this case NFL may cancel the contract and buy our requirement from other sources and recover the loss, if any, from you reserving our right to forfeit the security deposit.</p>
11	Force-majeure	<p>The delivery period indicated in the Purchase Order should be strictly adhered to and normally no extension in delivery would be granted. However, if any time during the currency of the contract the performance in whole or in part by either party of any obligation under the contract shall be prevented or delayed by way of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, strikes, lock outs or acts of Gods, provided notice of any such happening is given by either party to the other within 21 days from the date occurrence thereof neither party shall, by reason of such event, be entitled to terminates contract nor shall either party have any claim for damage against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after the event has come to an end, ceased to exist, provided that if performance in whole or part of the contract is prevented or delayed for a period exceeding 60 days either party may at its option, terminate the contract.</p>
12	Subletting of contract	<p>The successful tenderer shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior written consent of NFL. 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 PO/Contract and to purchase the goods elsewhere and successful tenderer shall be liable to NFL 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.</p>
13	Jurisdiction	<p>All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in Bathinda court in Bathinda District in the state of Punjab.</p>
14	INSPECTION	<p>Inspection of material shall be made at our site, which shall be final. NFL shall not carryout pre- dispatch inspection at party's works/shop unless otherwise stated in the Purchase Order.</p>

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15	MSMED Registration	(a) Please confirm whether you are covered under MSMED Act 2006 and also mention category i.e. whether you are a Micro, Medium or small enterprise. Further, also mention whether the MSE is being owned by SC/ST entrepreneurs. Documents in support of the above must accompany your quotation. (b) In case you are not registered as MSE, you shall procure at least 25% of value of contract/PO as Goods and services from MSEs and certificate to this effect will be submitted by you along with Invoice.
16	MAKE IN INDIA	Provisions of Public Procurement (Preference to Make in India), Order 2017 notified vide Order No.: P-45021/2/2017-BE-II dated 15.06.2017 of DIPP & all subsequent amendments shall be applicable in this tender. Bidders seeking benefits under preference to Make in India (Linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) Order 2017.” If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. Please submit a certificate confirming the minimum % age of local content from the OEM to claim benefits extended towards make in India policy.
17	Black-listing/ Delisting	Bidders shall give Self certification that they have not been blacklisted by any Government Department/Public Sector Undertaking/Co-Operative Unit in the last Two Years. Offers of such blacklisted bidders shall not be considered.
18	Laws Governing Purchase Order	The purchase order shall be governed by the Laws or Union of India for the time being in force. 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.
19	INDEMNITY	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.
20	SECRECY	Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use or by the supplier except for the purpose of implementing the contract.
21	TDS	Deduction shall be made from the payment as per existing GOI rules.
22	Relationship	A) None of NFL Employee is related to Owner / Director of Firm. B) None of Ex-Employee of NFL is employed with vendor Firm (In case of relatives/ex-employees concerned with NFL, please furnish their complete details such as Name, Department, E.No. etc.)
23	Signed copy of All Annexures of Tender documents	Bidders shall upload copy of all Annexures duly signed and stamped as a token of acceptance of all T&C of our NIT. Bidders may ensure that tender documents are signed by appropriate authority of the company. Withdrawal of offer / non acceptance of orders placed based on offers submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.

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24	Clear Understanding	When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.
25	Name & Contact of dealing person	Please provide Name & Contact (email & phone) of dealing person Bidders may ensure that tender documents are signed by appropriate authority of the company. Withdrawal of offer / non acceptance of orders placed based on offers submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.
26	CONTACT DETAILS of company	You shall attach sheet mentioning your e-mail ID, telephone / mobile no. etc. along with complete name & address details of your Firm/Co., for clarifications / placement of order.
27	Arbitration	Detailed below
28	General Terms and conditions	All other Terms and conditions shall be as per GeM GTC.
29	Land Border sharing clause	<p>(i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>(ii) "Bidder" (including the term „tenderer“, „consultant“ or „service provider“ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>(iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -</p> <ol style="list-style-type: none"> a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>(iv) The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation— <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. <p>(iv) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>(v) [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order).</p> <p>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."</p>

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30	Startup Clause	The condition for prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion from time to time) subject to meeting of quality & technical specifications. Startups as recognized by DPIIT are also exempted from payment of Earnest Money. For availing the relaxation, bidder is required to submit requisite certificate towards Startup Enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.
AS PER PROCEDURE OF NFL, THIS BID SHALL BE TREATED AS SINGLE PART BID.		

• **ARBITRATION(for other parties):**

“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 Unit Head. 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, up to 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 prty 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, 199 and any further statutory modifications 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 disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base rate applicable to NFL on the date of award of contract.

The seat and venue of arbitration shall be Bathinda only.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

- **ARBITRATION(for Foreign 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 b Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat and venue of the arbitration shall be at New Delhi, India. The language of arbitration shall be English.

This Contract / LOI/ NIT shall be governed by and construed in accordance with the Laws of India.

- For CPSEs and Government Department:

All commercial disputes between CPSEs inter se and CPSEs and Govt. Department(s)/Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM N0.4(1)/2013-DPE(GM)/FTS-1835 dated

22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20-02-2020.

“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 also 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 N0.4(1)/2013-DPE(GM)/FTS-1835 dated 22-08-2018”.

Signature _____

Name _____

Name of Company / Firm _____

Technical Annexure C

NFL Bathinda

Print Date: 29/04/2024

S.No	Description	UM	Quantity
1	NFL Material Code:-9088003 Air Filter element outer Pt. no. TE 01870	NO	4.000
2	NFL Material Code:-9088004 Air Filter inner Pt. no. TE 01871	NO	4.000
3	NFL Material Code:-9088008 PIN (ARM LINK) 3036971	NO	2.000
4	NFL Material Code:-9088009 PIN (LOCK PIN) 4109669	NO	1.000
5	NFL Material Code:-9088010 BUSHING (BUCKET PIN) 4196107	NO	4.000
6	NFL Material Code:-9088012 DUST SEAL (ARM AND BUCKET) 4067902	NO	2.000
7	NFL Material Code:-9088014 PIN (BUCKET) 3041201	NO	1.000
8	NFL Material Code:-9088033 BUSHING [Arm & Bucket] Pt No TD02143	NO	4.000
9	NFL Material Code:-9088044 Engine Oil Filter, Pt. no. CSDEG006	NO	4.000
10	NFL Material Code:-9088046 Fuel Filter Big, Pt. no. CSDEG002	NO	4.000
11	NFL Material Code:-9088047 Fuel Filter Big, Pt. no. CSDEG001	NO	4.000
12	NFL Material Code:-9088095 PIN P. NO 3036969	NO	1.000
13	NFL Material Code:-9088109 SPACER P. NO 4123815	NO	4.000
14	NFL Material Code:-9088113 BUSHING P. NO 4196106	NO	4.000
15	NFL Material Code:-9088118 PIN P. NO 3036970	NO	1.000
16	NFL Material Code:-9088123 PIN P. NO 3036973	NO	1.000
17	NFL Material Code:-9088135 Pin Pt. no. 4106307	NO	1.000
18	NFL Material Code:-9088202 Belt V ribbed Pt. no. 3935335	NO	1.000
19	NFL Material Code:-9088203 Tensioner Belt Pt. no. 3922900	NO	1.000
20	NFL Material Code:-9088294 Pin, Pt No-TD02044	NO	1.000
21	NFL Material Code:-9088297 LINK Pt No 9724023	NO	1.000
22	NFL Material Code:-9088298 LINK Pt No 3033718	NO	1.000
23	NFL Material Code:-9088299 LINK RH Pt No 2024500	NO	1.000
24	NFL Material Code:-9088300 LINK LH Pt No 2021852	NO	1.000

Special T&C:-

- 1) You will submit following Certificates alongwith delivery and submission of same must be confirmed in the offer at NO Extra Cost to NFL:-
 - a. Interchangeability certificate with respect to existing installed one.
 - b. Warranty certificate against bad workmanship of material /or any manufacturing defect, which shall be valid for a period of 18 months from the date of supply or 12 months from the date of installation, whichever is earlier.
- 2) Please note that the subject items are proprietary of **M/s Tata Hitachi Construction Machinery** and may be procured from them only. If offer submitted by authorized dealer than valid authorization certificate may be provided for enabling to accept the bid.
- 3) Please submit signed stamped copy of NIT and Annexure Toward acceptance of same.