



## नेशनल फर्टिलाइजर्स लिमिटेड

(भारत सरकार का उपक्रम)

विजयपुर इकाई: विजयपुर - ४७३१११

जिला: गुना (म.प्र.)

दूरभाष: 07544 ३273691 / 273050

फैक्स: 07544-273089



## National Fertilizers Limited

(A Government of India Undertaking)

**Vijaipur Unit:** Vijaipur - 473111

Dist: Guna (MP)

Phone: 07544 – 273691 / 273050

Fax: 07544 – 273089

09.05.2024

NIT No.: NfV/PUR/CST240021-B

### **NOTICE INVITING TENDER**

**(Single Part Bidding)**

GeM Tender under **Single Part Bid system** are invited for the supply of Material as per specifications mentioned in **Annexure-I**

Tender No. and Date	<b>NfV/PUR/CST240021-B Dated: 09.05.2024</b>	
Description of Work	SUPPLY OF HEAT RESISTANCE HAND GLOVES	
Type of Bid	Single Part Bid	
Type of Tender	Open Tender	
Offer Validity period	Minimum 120 days from tender opening date or as per GeM	
Important Dates	Start Date and Time for downloading of Tender Documents	As per GeM
	Last Date and Time for submission of E-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-I	List of Materials
	Annexure-II	Techno-Commercial Terms
	Annexure-III	Liquidated Damage Clause
	Annexure-IV	Self-Certification Form: Make in India (Local Content)
	Annexure-V	Model Clause Certificate: Public Procurement

कॉर्पोरेट कार्यालय: ए-11, सेक्टर - 24, नोएडा - 201301 (उ.प्र.), दूरभाष: 0120-2412383, फैक्स: 0120-2422384

Corporate Office: A-11, Sector – 24, NOIDA – 201301 (U.P.), Tel: 0120 – 2412383, Fax: 0120 - 2412384

पंजीकृत कार्यालय: स्कोप कॉम्प्लेक्स, कोर-III, 7, इंस्टीट्यूशनल एरिया, लोधी रोड नई दिल्ली - 110003, दूरभाष: 24360066, फैक्स: 24361553

Regd. Office: Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi 110003 • Tel: 24360066 • Fax: 24361553

CIN No. L74899DL1974GOI007417

Website: <http://www.nationalfertilizers.com>

Facebook: @nationalfertilizers



NIT No.: NFV/PUR/CST240021-B Dated: 09.05.2024

**LIST OF MATERIALS**

SI NO	ITEM CODE	DESCRIPTION	QUANTITY	UOM	QUOTED MAKE & MODEL	BIDDER'S COMMENT
1	472200060	KEVLAR / HEAT RESISTANCE HAND GLOVES COMPLETE IN ALL ASPECT SIZE: 350MM / 14"; ITEM SPECIFICATION: LIGHT IN COLOR KEVLAR GLOVE THAT CONFORMS SNUGLY TO THE HAND WITH GOOD DEXTERITY; PRODUCT USE TO HANDLING OF HOT OBJECTS; THE GLOVE OFFERS MAXIMUM COMFORT AND ADDED STURDINESS; THE GLOVE IS AMBIDEXTROUS AND THUS MORE COST-EFFECTIVE; THE COTTON LINING REINFORCES THE GLOVE'S MECHANICAL PERFORMANCE WHILE ABSORBING HAND PERSPIRATION FOR ADDED COMFORT; KEVLAR SERVICE: HEAT RESISTANCE UP TO 250 DEGREE / 480 DEGREE F, WITH INSULATING MATERIAL AND COTTON LINING RESISTANCE THE PARA-ARAMID INCREASES THE GLOVE'S CUTTING RESISTANCE AND THERMAL RESISTANCE (CONTACT HEAT); THE QUALITY OF THE MATERIALS USED CREATES AN EFFECTIVE BARRIER AGAINST HEAVY AND SHARP PARTS; CERTIFIED TO EN 388 FOR MECHANICAL HAZARDS ABRASION RESISTANCE – 1, CUT RESISTANCE – 2, TEAR RESISTANCE – 4; CERTIFIED TO EN 407 FOR THERMAL HAZARDS FLAMMABILITY – 2, RESISTANCE TO CONTACT HEAT – 2, RESISTANCE TO CONVECTIVE HEAT-3; MANUFACTURER STAMP SHOULD BE MARKED ON GLOVES; HEAT RESISTANT TEST CERTIFICATE IS REQUIRED AS PER TEMPERATURE RANGE	150	PR		



NIT No.: NFV/PUR/CST240021-B Dated: 09.05.2024

**TECHNO COMMERCIAL TERMS**

Name of the Bidder		M/s.	
Quotation Reference & Date			
S. No.	Description	NFL Requirement as per NIT	Bidder's Comment
1	Item Description	As per Annexure-I	
2	Quantity Required	As per Annexure-I	
3	Mode of Tendering	The Tender will require to be submitted electronically on GeM Portal <a href="https://gem.gov.in/">https://gem.gov.in/</a> only. No Oral, Email, Telephonic, Telegraphic tenders or Tenders submitted in hardcopies/physical form will be entertained.	
4	Price Basis	Confirm that quoted prices are on FOR NFL Vijaipur basis. Also ensure that the offered basic prices are inclusive of all taxes, duties, freight, Insurance, etc if any as <b>NFL will not pay extra.</b>	
5	Offer Validity	Offers should be valid for 120 Days from bid opening date. Vendors to confirm their acceptance	
6	Payment Terms	100% payment within 30 days after receipt & acceptance of material at site	
7	Delivery Period	As per GeM bid	
8	Guarantee Certificate	The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 18 months from date of Supply or 12 months from the date of commissioning whichever is earlier. In case the material fails during guarantee period due to defective material or bad workmanship, you will have to replace/rectify the same free of cost. The guarantee certificate should indicate our order number and your invoice number. Guarantee Certificate shall be submitted along with despatch documents.	
9	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.	
10	Price Firmness	Vendors to confirm that the quoted prices will remain firm till execution of the PO except variations in statutory duties/taxes.	
11	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	



12	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.	
13	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).	
		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)	
		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.	
14	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.	
15	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 Tender	
16	Award of Contract	Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodies in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.	
17	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.	
18	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.	
19	Laws governing Purchase Order	The purchase order shall be governed by the Laws of Union of India for the time being in force.	



20	Subletting Contract Not allowed	of	<p>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.</p>	
21	Force Majeure		<p>Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence there of this effect</p>	
22	Arbitration		<p>Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract to be referred to Designated Unit Head / E.D. / Functional Director / Chairman &amp; Managing Director, National Fertilizers Limited for appointment of Arbitrator. (Appropriate designated authority may be inserted as per contract value). The Arbitration proceeding shall be governed by the Arbitration &amp; Conciliation Act. 1996, The Arbitration &amp; Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under. If the arbitrator, to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.</p>	
23	Disputes		<p>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).</p>	



24	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.	
25	Liquidated Damage (L.D)	For delay in supply of material from contractual delivery, the L.D Clause (Annexure-III) will be applicable.	
26	MSME Clause	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.	
27	GST Details	Our GST Registration details are as under: Taxpayer Trade Name: NATIONAL FERTILIZERS LTD VIJAIPUR GUNA; Taxpayer Legal Name: NATIONAL FERTILIZERS LTD; ID No. 23AAACN0189N2ZB.	
28	GST, PAN, Bank Detail & HSN Code	1. Submit GST Certificate	
		2. Submit PAN Card	
		3. Submit Bank Mandate & Cancelled Cheque	
		4. HSN Code details for offered Material	
		5. Rate of GST considered in Offered Price	
29	Governing GTC	This Bid is also governed by the latest General Terms and Conditions (GTC) of GeM. However, the clauses regarding Payment Terms, Guarantee/ Warrantee & etc if any shall be as per our NIT.	
		Whenever the bidder is silent about the acceptance of NIT documents & its Annexure, it shall be presumed that the bidder has accepted these conditions and no loading shall be done while undertaking evaluation	
30	Evaluation of Bids	Evaluation of the technically accepted bids shall be done on Total Landed Value at NFL site, Vijaipur which inclusive of all Taxes, Duties, Freight & all charges leviable to NFL	
31	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.	
32	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.	
33	Contact details	Please give the contact no & e-mail ID of person who is competent for any clarification regarding your offer	
34	Documents required with offer	1. Detailed Technical Catalogue / Drawing / Datasheet	
		2. Point wise complied Annexure-I	
		3. Point wise complied Annexure-II	
		4. Purchase Preference under Make in India (Annexure-IV)	
		5. Model Clause of Procurement (Annexure-V)	
		6. Complete Set of Duly signed & stamped NIT Document	
35	Documents to be submitted with supply (without any extra cost to NFL)	1. Guarantee / Warranty certificate	
		2. Other Document if any	





NIT No.: NFV/PUR/CST240021-B Dated: 09.05.2024

**LIQUIDATED DAMAGE CLAUSE**

**1.0 Liquidated Damages Charges (LD Charges):**

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.***

We hereby requesting to declare that you have read, understood and accepted all terms & conditions of NIT without any deviation. As a token of the same, requesting to upload signed Tender Document.

Thanking You,  
For & On Behalf Of  
National Fertilizers Limited

(KARTHIK P)  
Assistant Manager (Materials)  
For & On behalf of  
**National Fertilizers Limited,**  
Vijaipur Dist.: Guna (MP),  
India, Pin:473111  
Tel: 07544-273528/29 Ext. No. 2310,  
Email id: [karthikp@nfl.co.in](mailto:karthikp@nfl.co.in); [pzirvi@nfl.co.in](mailto:pzirvi@nfl.co.in)



NIT No.: NFV/PUR/CST240021-B Dated: 09.05.2024

**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)





**NIT No.: NFV/PUR/CST240021-B Dated: 09.05.2024**

**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)