



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4946165
Dated/दिनांक : 16-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-06-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-06-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers
Department Name/विभाग का नाम	Department Of Fertilizers
Organisation Name/संगठन का नाम	National Fertilizers Limited (nfl)
Office Name/कार्यालय का नाम	Vijaipur
Total Quantity/कुल मात्रा	250000
Item Category/मद केटेगरी	HDPE BOTTLES 500 ML
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	100000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	7

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

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

Beneficiary/लाभार्थी :

NATIONAL FERTILIZERS LIMITED

Vijaipur, Department of Fertilizers, National Fertilizers Limited (NFL), Ministry of Chemicals and Fertilizers (National Fertilizers Limited)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the

Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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

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

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

HDPE BOTTLES 500 ML (250000 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arjun Ghosh	473111,NATIONAL FERTILIZERS LIMITED VIJAIPUR	250000	60

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

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. 0 Earnest Money Deposit: Rs. 1,00,000/- (Rupees One Lakh only)

1.01. Tenderers must submit Earnest money deposit of Rs. 1,00,000/- (Rupees One Lakh Only)

i) E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as under:-

- NFL's Account No. 1 0 3 4 6 6 7 3 3 1 1
- Name of Bank: State Bank of India
- Branch Name: NFL Vijaypur (NFL Complex)
- Branch Code: 30282
- IFS Code: SBIN 0030282

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. Cost of tender for m/EMD/SD-PBG etc.) through e-mail to facashvp@nfl.co.in./laljiram@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, Vijaypur-473111, Dist. Gun a (MP) (Details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

or

(a) Bank Guarantee from any Scheduled/Nationalized Bank (except Rural/Co-Operative Banks) as per our prescribed format of GeM/NFL (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). The Vender/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS 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 be mention NFL beneficiary code as " NFLNATIONAL04022015" field 7037 of IFN 760 COV/IFN 767 COV.

iii) Cheques shall not be accepted in any case.

1.02. 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. There is no exemption to any category of tenderers from submission of Earnest Money.

1.03. 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.

1.04. Earnest Money of the successful tenderers shall be returned on submission of security deposit.

1.05. Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible.

1.06. No interest will be paid on the Earnest Money Deposit.

2.00 Security Deposit (SD):

2.01 Successful Tenderer shall submit Security Deposit equivalent to 5% (Five percent) of Order Value for the faithful and proper fulfillment of the contract. Security Deposit shall be furnished in the form of:-

a. E-Transfer in NFL's Bank A/c No. Account No.: 10346673311, Bank: STATE BANK OF INDIA, Branch: NFL-VIJAIPUR, IFS Code: SBIN0030282

or

b. Bank Guarantee issued by any Nationalized/Scheduled Bank (except Rural and Co-operative Banks) in the format specified by GeM/NFL (see Annexure-M). The Bank Guarantee should be valid for a period covering the Delivery Period + Claim period of 3 months.

Note: The Bank Guarantee shall be submitted by the Issuing Bank directly to National Fertilizers Limited, Vijaipur in a sealed cover through Registered A/D Post and not through any Courier Service or through Supplier. Supplier shall also arrange for the online confirmation of Bank Guarantee (including all its amendments) by his Issuing Bank directly to our Bankers:

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.

2.02 A period of 30 days for depositing security money will be allowed.

2.03 The 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.

2.04 The above deposit shall be deemed to be the 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.

2.05 In the event of any breach of any 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.

2.06 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.

2.07 In the event of the 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 19.01 above

2.08 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 payment of the Security Deposit guarantee or any portion thereof, which may be due for release until such difference and dispute had been finally settled or adjusted.

2.09 The Security Deposit Guarantee amount shall not carry any interest.

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

---Thank You/धन्यवाद---