



00008
OFFICE COPY (PURCHASE)

30 MAY 2024

REF No. : SG/2024/27/1/163911
 REF DATE : 22-APR-24
 TENDER OPENING DATE : 19-JUN-24
 TIME : 2.30 p.m.

Sealed Tenders in duplicate duly superscribed on the cover our Reference No. and date of opening as mentioned above, are invited for the supply of goods mentioned below. The tenders should be on tenderer's own letter-head and shall be received in our office before 1.00 P.M. on the tender opening date mentioned above. Quotations received after expiry of date and time fixed for tender opening will not be entertained.

THE RATE SHOULD BE QUOTED BOTH IN FIGURES & WORDS, AND SHOULD BE VALID FOR THREE MONTHS FROM THE DATE OF OPENING ON F.O.R. NANGAL BASIS INCLUSIVE OF P&F CHARGES & FREIGHT. TRANSIT INSURANCE SHALL BE ARRANGED BY US.

S. NO.	MATERIAL CODE	DESCRIPTION OF MATERIALS	UM	QUANTITY
1	1226212	ARC for the supply of Hydrogen Gas in NFL Gas Cylinders. Hydrogen Gas Purity Atleast : 99.999%(Ultra High Pure) (=Quality 5.0) Capacity Of Cylinders: 47 Litres W.C. Minimum Pressure Of Cylinder:130 KG/CM2 Impurity Limits O2 : < 2 PPM H2O : < 5 PPM (Dew Point) N2 : < 5 PPM CnHm : < 0.5 PPM .	NO	65.000
2	1226214	ARC For The Supply Of Nitrogen Gas (Ultra Pure) in NFL Gas Cylinders Purity Atleast : 99.999% (=Quality 5.0) Capacity Of Cylinders: 47 Litres W.C. Gas Cylinder Pressure: 130 KG/CM2 Impurity limits: O2 : < 3 PPM H2O : < 5 PPM (DEW POINT) CnHm : < 0.2 PPM .	NO	40.000

- THIS IS OUR ANNUAL REQUIREMENT AND SUPPLY SHALL BE TAKEN "AS AND WHEN" REQUIRED BASIS, IN WHICH YOU WILL COLLECT NFL EMPTY CYLINDERS FROM NFL NANGAL STORE AND SEND THEM BACK AFTER REFILLING CONTACT SHALL BE VALID FOR A PERIOD OF ONE YEAR FROM DATE OF P.O. HOWEVER, IT CAN BE EXTENDED FOR A PERIOD OF THREE MONTH AT THE SAME RATES, TERMS AND CONDITIONS AT THE SOLE DISCRETION OF NFL.
- THE QUANTITIES MENTIONED ARE APPROXIMATE ONLY AND NO GUARANTEE CAN BE GIVEN FOR MINIMUM QUANTITY TO BE PROCURED.
- PRESSURE OF GAS IN CYLINDER SHALL BE 130KG/CM2. BELOW 130KG/CM2 AND UP TO 120KG/CM2, PENALTY OF 1% WILL BE IMPOSED FOR REDUCTION IN PRESSURE BY EVERY 1KG/CM2. CYLINDERS HAVING PRESSURE BELOW 120KG/CM2 WILL BE REJECTED STRAIGHTWAY.
- YOU SHALL SUBMIT THE GAS CONCENTRATION / ACCURACY CERTIFICATE.
- YOU SHALL QUOTE THE RATES PER UNIT OF THE CYLINDER HAVING GAS PRESSURE 130 KG/CM2. RATES QUOTED SHALL REMAIN FIRM DURING THE CONTRACT PERIOD.
- YOU SHALL COLLECT THE EMPTY GAS CYLINDERS FROM NFL STORE.
- YOUR QUOTED RATE SHALL INCLUSIVE OF FREIGHT CHARGES FOR BOTH SIDE i.e EMPTY CYLINDER FROM NFL STORE TO YOUR WORKS AND FILLED CYLINDER FROM YOUR WORKS TO NFL STORE.

PLEASE ALSO SEE REVERSE FOR OTHER TERMS & CONDITIONS / INSTRUCTIONS

CORPORATE OFFICE : Plot No. A-11, Sec. 24, Distt. Gautam Budh Nagar, Noida (UP) - 201301

Regd. Office : SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003, Ph. : 011-24360066, Fax : 24361553

Corporate Identification Number (CIN) L74899DL1974G07007417, Website : www.nationalfertilizers.com



नेशनल फर्टिलाइजर्स लिमिटेड

(भारत सरकार का उपक्रम)
नया नंगल (पंजाब) - 140126

NATIONAL FERTILIZERS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)
NAYA NANGAL (PUNJAB) - 140126
MATERIALS DEPARTMENT

NOTICE INVITING TENDER

Phone : 01887-220568
Fax : 01887-220541
E-mail ID : matlsngl@nfl.co.in
Banker's Address : State Bank of India
Naya Nangal
Pin-140126 (Punjab)
Banker's Phone : 01887-221010, 220592, 221109
Rly. Station : Nangal Dam (NR)
GST No. : 03AAACND1892ZD
Format No. : MP-PF-03

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- 8 YOU SHALL DELIVER THE FILLED GAS CYLINDERS WITHIN 07 DAYS AFTER GETTING THE DELIVERY ORDER/TELEPHONIC INTIMATION FROM NFL WHICHEVER IS EARLIER.
- 9 YOU SHALL QUOTE THE RATE SEPARATELY FOR TESTING AND REPAIRING THE NFL GAS CYLINDERS AS MENTIONED BELOW. YOU SHALL TAKE PRIOR CONSENT FROM NFL FOR REPAIRING ANY NFL CYLINDER.
 - a. HYDRAULIC PRESSURE TESTING CHARGES FOR TESTING NFL CYLINDERS (AS AND WHEN REQUIRED). PARTY SHALL SUBMIT THE VALID TEST CERTIFICATE FROM THIRD PARTY APPROVED BY PETROLEUM AND EXPLOSIVES SAFETY ORGANIZATION, NAGPUR.
 - b. VALVE REPLACEMENT CHARGES
 - c. CYLINDER COST
 - d. CHEMICAL WASHING
 - e. VACUUMING & PURGING
 - f. PAINTING
- 10 THE EVALUATION OF BIDS SHALL BE DONE ON OVERALL L-1 BASIS CONSIDERING THE COST OF FILLED GAS IN NFL CYLINDER INCLUSIVE OF FREIGHT CHARGES.
- 11 COST COMPONENT INCLUDES LANDED COST OF GAS FILLED IN CYLINDER ONLY (WHICH INCLUDES COST OF GAS + TAX FREIGHT CHARGES FROM NFL STORE TO PARTY WORKS AND FROM PARTY WORK TO NFL STORE.
- 12 Payment shall be made through RTGS/NEFT only within 30 days of receipt subject to acceptance of material at our end. Please furnish your bank particulars i.e. bank account number, name and place of branch, IFSC code, enabling to release your payment through NEFT/RTGS.
- 13 In case of delay in supplies, liquidated damages @ 0.5% per week or part thereof of the value of stores not delivered, subject to maximum 5% of the order value shall be recovered. However, we reserve our right to cancel the order and/or purchase the material in open market on your account and at your risk in case of delay in supplies as per clause no. 8 printed overleaf.
- 14 The tenderer must quote the rates on F.O.R. Nangal basis and material is to be dispatched on freight paid basis to Nangal through following transporters: (i) Amritsar Transport Co. (ii) ETO (iii) Kamal Goods Carriers (iv) Bharat Motor Transport Company (v) Northern Carriers (vi) Chadha Golden Transport Co. (vii) NITCO (viii) TCI Freight. However, in case of small weight/ volume, material may be despatched through registered/speed post parcel. Material shall not be dispatched through GATI/ TCI-XPS/ ARC/ Courier services unless specifically asked by NFL to do so.
- 15 Please confirm whether any Ex-employee(s) of NFL is/are employed with you, if so the Name, Designation, Department and Employee Number of such employee(s) be indicated.
- 16 Please confirm whether any of your relative (s) is/are working in NFL. If so, Name, Designation, Department & Employee Number of such employee(s) be indicated.
- 17 The tenderer shall quote the price strictly as per proforma enclosed as Annexure-B for schedule of prices. Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rates for different quantities shall be rejected without any further reference.
- 18 That the bidder's, their associates, sister concern, etc. have not been black listed by any institutional agency/Govt. Deptt /Public Sector Undertaking 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".
- 19 "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 2 years."
- 20 Public Procurement Policy (under 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-JUN-17 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.
- 21 Please confirm your Firm's MSME Status as per Clause No.22 printed overleaf (Mandatory).

PLEASE ALSO SEE REVERSE FOR OTHER TERMS & CONDITIONS / INSTRUCTIONS
CORPORATE OFFICE : Plot No. A-11, Sec. 24, Distt. Gautam Budh Nagar, Noida (UP) - 201301
Regd. Office : SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110002



140126
NATIONAL FERTILIZERS LIMITED
 (A GOVERNMENT OF INDIA UNDERTAKING)
NAYA NANGAL (PUNJAB) - 140126
 MATERIALS DEPARTMENT
NOTICE INVITING TENDER

E-mail ID : 01007-220541
 Banker's Address : matlsngl@nfl.co.in
 : State Bank of India
 : Naya Nangal
 : Pin-140126 (Punjab)
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- 22 In case of procurement for a value up to Rs.10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made in case of procurement for a value in excess of Rs.10 crore, the local supplier shall be required to provide a certificate from statutory auditor or cost auditor of the company (in the case of company) or from practicing cost accountant or practicing chartered accountant (in respect of supplier's other than company) giving the percentage of local content.
- 23 Bidders may please confirm whether they are registered as MSE (Micro or Small enterprises). If so, please enclose requisite certificate. In case you are not registered as MSE, you will procure at least 25% of value of contract/PO as goods/services from MSE and a certificate to this effect will be submitted by you alongwith Invoice.
- 24 All statutory levies including TCS as applicable, if leviable shall be paid extra against documentary proof.
- 25 **ARBITRATION CLAUSE:**
 The contract shall be governed by and construed in accordance with the laws of India.
 For Indian 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, Nangal Unit/ DT/CMD (As the Case may be). Where the claim including determination of interest, if any, being claimed upto 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 Arbitrators(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 there under.
 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 date of award of contract.
 The seat and venue of arbitration shall be Nangal Unit.
 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."

If your offer is not as per our payment terms, it is likely to be rejected. In no case, we shall agree for 100% payment against documents through Bank.

Your Sales Tax Regn. No. and Permanent A/c No. allotted by the Income Tax Office should be given on the quotation

For & on behalf of
NATIONAL FERTILIZERS LIMITED

AMRIT PAL KAUR
 SEA (Purchase)

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