



NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)

**Naya Nangal (Punjab)-140126 India
Materials Department**

NOTICE INVITING TENDER FOR CONFINED SPACE ENTRY KIT WITH TRIPOD

Buyer Contact Details:

Mail: pravin@nfl.co.in

Mobile No. 9420140920

Other Terms and Conditions

1. **Offers not submitted as per instructions are liable to be rejected.**
2. The prices should be on FOR NFL Nangal basis.
3. Rates must be quoted in the UOM “**Unit Of Measurement**” as per our ATC.

4. **PAYMENT TERMS:**

No Advance Payment shall be made.

100% payment of material supplied will be made within 30 days subject to receipt, acceptance of material at our site.

Mode of Payment: Through NEFT/RTGS by way of Electronic Fund Transfer (EFT). We have our account with State Bank of India (SBI), Naya Nangal, who has Electronic Fund Transfer (EFT) facility, in its Naya Nangal branch and some other important branches. In case, you have your account with SBI, in a branch having EFT facility, you may inform your bank account no., name and place of branch and branch code no., so that your payment can be released through EFT .

Any Bank Charges for this facility of direct credit by State Bank of India, to their bank account will be borne by the party/ tenderer.

5. Complete specifications of the Stores offered together with manufacturer's name brand, etc., of each of the item must be given in the quotations and descriptive literature and samples (wherever necessary or required) should be sent along with the quotations.
6. **VALIDITY:** Price and delivery quoted by you must be firm and valid for a minimum period of 90 days from the due date of opening of Price Bid quotation
7. The tenderer shall quote the price strictly as per the **Price Bid Format**. 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. All the columns of Price Bid must be filled in properly.

8. **DELIVERIES/LIQUIDATED DAMAGES:**

Bidder shall quote the minimum guaranteed delivery period.

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.

9. Quotations must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/over writings. Incomplete quotations are liable to be summarily rejected.
10. We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. We also reserve the right to split and place order on more than one supplier
11. 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
12. NFL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time
13. One person will be allowed to represent only one company during discussions/negotiations with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
14. Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non acceptance of orders placed based on offers submitted by bidder's on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.
15. The prospective tenderers having any common partners/Directors/ Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associates company. In such cases, only one of them will be eligible for participating in the tender.
16. In case, due to some unforeseen circumstances, the date of receiving/ opening of the tender happen to be a holiday/ closed day, the tender will be received and opened on the next tender opening working day.
17. If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with 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."
18. 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).It shall also 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).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.
19. Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the 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 materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.
20. **Force majeure:** 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.

21. 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.

22. **ARBITRATION:**

The contract shall be governed by and construed in accordance with the laws of India.

For Indian Parties:

(a) "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 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."

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

For CPSEs and Government Department:

(b) 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 (AMRCD) 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 Departments/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 Departments/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”.

23. **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 a court situated at Nangal Court in Ropar District of Punjab.

Special Terms and Conditions:

1. No enhancement of rates will be allowed once the quotation is accepted and the order is placed. 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.
2. The seller shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior consent of NFL.
3. 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.

4. 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.

5. **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.

- ~~6. In case the manufacturer want to quote through their authorized dealer/distributor then authorization certificate from the manufacturer is required. For participation in the Tender, authorized dealer/distributor shall confirm that materials will be supplied by them from Prime source, in case order is bagged by them~~

7. **ANY EXCEPTIONS/DEVIATIONS TO THE ATC SHALL BE SPECIFICALLY STATED.**

8. **Any Other Comment / Information /Remarks:** No Deviation to the terms & conditions is allowed. The offer with any condition / deviations may be rejected at Sole option of NFL. However Vendor may offer comments or deviations if any.
9. You must specifically confirm each clause of this ATC. In case, you do not comment on any of the clauses, we shall presume that the same has been accepted by you unconditionally. Deviation, if any, must be mentioned explicitly. However, in case of any deviation from our above said terms & conditions, we reserve our right either to ignore your offer or load the same suitably at our sole discretion.
10. Whenever the bidder is silent about the acceptance of ATC conditions such as Bank Guarantee, Warranty Period, Liquidated Damages etc., (as applicable in the Tender) it shall be presumed that the bidder has accepted ATC conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.

11. Party to mention full contact details (Such as Name of the Contact Person, Mob. / Phone, e-mail etc.)
12. **MSMED ACT:** In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India latest Notifications.
- ~~13. Make in India Policy: Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 (~~Latest notification shall be applicable~~)~~
~~Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per **Annexure-Y** enclosed alongwith offer.~~
14. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office IOM no. 6/18/2019-PPD dated 23rd July 2020 & 8th Feb,2021 (**Enclosed**) shall be applicable:

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 Competent Authority.

Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per **Annexure-Z** enclosed alongwith offer.

TECHNO-COMMERCIAL BID TEMPLATE

Technical Bid Template (May please upload Technical Bid under “.rar” Document)					
NFL Nangal Case Ref. No.				ST/2023/139	
E Tender ID No.					
Quotation No. & Date					
Name of Bidder & Complete Address:					
Vendor's Contact Details: Vendor may furnish E-Mail Id, Telephone / Mobile No. etc. alongwith complete Name & Address details of the firm for Clarifications / Placement of Order.					
Sr. No.	NFL Requirement as per NIT			Vendors Comment (Agreed / If not Agreed, Please Comment)	
1	Sr. No.	Description of Material	Qty.	UOM	
	i	Confined Space Entry Kit with Tripod This Kit is meant for personnel who are required to move into and for retrieval of personnel from Confined Spaces. Having components Tripod, Winch, Retractable Block & Confined Space Entry/ Exit Harness. Detailed Specifications As per annexure-A	1	Number	
	(i)	Bidder shall quote their offer with detailed specifications.			
	(ii) User Manual	Bidder shall provide User Manual alongwith the materials.			
	(iii)	Bidder shall provide all the relevant certificates / approvals along with the materials.			
	(iv) Guarantee / Warrantee	You shall have to furnish a Guarantee / Warranty Certificate for your products against defective material / bad workmanship for a period of 12 months from the date of supply (all components). In case the material fails during the above Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents			
	(v) Type of Tender	SINGLE PART BID [Open Tender]			
	(vi) Payment Terms	No Advance Payment shall be made. 100% payment of material supplied will be made within 30 days subject to receipt, acceptance of material.			

2	Offer Validity	Price and delivery quoted by you must be firm and valid for a minimum period of 90 days from the date of Opening of Quotation.	
3	Complete Bank Details	Please mention your Complete Bank details and upload a copy of cancelled cheque.	
4	Transit Insurance	Transit Insurance will be arranged by supplier at his cost	
5	Price Basis	Please confirm that quoted prices are on FOR Basis . (Please do not comment 'Agreed' against this column)	
6	Firm Prices	Vendor to confirm that Total Landed Rate including Taxes & Duties, Transportation Charges etc. will remain firm till the complete execution of the Order. No revision in rates allowed except for any increase/decrease in rates of statutory levies and duties such as GST etc.	
7	Delivery Period	Vendor shall quote/mention Delivery Period specifically in Weeks/ Months. Please do not comment 'Confirmed/Agreed' against this column.	
8	Liquidated Damages for Delay in Supply	1/2 % per week subject to Maximum 5 % of Delivery Order Value.	
9	GST Rate	Tenderer to confirm rate of GST (%), if applicable.	
10	GST No.	Bidder to mention here complete GST No.	
11	HSN Code	Please, indicate HSN Code of the Item(s)	
12	MSMED Registration	Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises.	
13	Relationship	<ul style="list-style-type: none"> It shall be certified by the tenderer that None of NFL Employee is related to Owner / Director of Firm. It shall be certified by the tenderer that None of Ex-Employee of NFL is employed with vendor Firm. 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 another firm. 	
14	Black-listing/ Delisting	Vendor to confirm that they have not been delisted/ black-listed in any Unit of NFL.	
15	The tenderer should be a Manufacturer or an authorized dealer of manufacturer.	In case the manufacturer want to quote through their authorized dealer/distributor then authorization certificate from the manufacturer is required. For participation in the Tender, authorized dealer/distributor shall confirm that materials will be supplied by them from Prime source, in case order is bagged by them.	
16	Any Other Comment/Information/Remarks	No Deviation to the terms & conditions of NIT is allowed. The offer with any condition/deviations is liable to be rejected at Sole option of NFL. However, Vendor may offer comment, if any.	
	*	Please confirm acceptance of all the above terms and conditions of this Tender Document.	
17	MAKE IN INDIA	Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017 BE-II dated 15th June 2017 Revision (Amended on 04.06.2020) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP)	

	A	The 'Class-I local supplier'/'Class-II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local supplier'/'Class-II Local supplier', as the case may be. They shall also give details of the locations (s) at which the local value addition is made.	
	i	The 'Class-I local supplier' = The minimum Local content equal or more than =50% <u>Indicate percentage of local content and provide self-certification</u>	
	ii	The 'Class-II local supplier' = The minimum Local content equal or more than 20% but less than =50% <u>Indicate percentage of local content and provide self-certification</u>	
	iii	Non-Local Supplier - Means a supplier or service provider, whose goods, services or work offered for procurement, has local content less than 20%, <u>Indicate percentage of local content and provide self-certification.</u>	
18	Specifications of materials	Vendor to confirm that their quoted material will be as per our NIT Specifications.	
19	Acceptance of NIT Terms & Conditions	Vendor will confirm their acceptance to the Terms and Conditions of the NIT without any deviation.	
20	RESTRICTION CERTIFICATION ON PROCUREMENT	Kindly confirm/submit the Certificate of Compliance along with quotation (If Applicable) vide Govt. Office Memorandum Dated: 23.07.2020 & 08.02.2021 (enclosed) as per Sr. No. 14 of General Terms & Conditions.	
21	Regret	If the required material is not in your supply range, then please send regret mail to pravin@nfl.co.in	

Annexure A

Sr. No.	Material Description	
1	Tripod: Portable Device for confined space entry and retrieval	
	a) Height	1.45 to 2.15 Meter
	b) MOC	Aluminum Alloy
	c) Strength	22 kN
	d) SWL	200 kgf
	e) Standard	EN 795 Class B
2	Winch: To be mounted on tripod for retrieval purpose	
	a) Rope Length	15 Meter
	b) Rope MOC	SS Wire Rope
	c) Strength	13.5 kN
	d) SWL	135 Kg
	e) Standard	EN 1496:2017
3	Retractable Block:	
	a) Length	10 Meter
	b) Rope MOC	SS Wire Rope
	c) SWL	150 Kg
	d) Standard	EN 360:2002
4	Exit Harness: High Strength polyester stitching and size adjustment straps only at chest & thighs	
	Standard: IS3521 Class E / Confirm EN Standards	

**Self-Certification Form: Make In India (Local Content)
(On Company's Letter Head)**

Tender Ref. No.:

To

M/s National Fertilizers Limited, Nangal

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,

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

I also certify that the contractor 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 No. 1
(On Company's Letter Head)**

Tender Ref. No.:

To
M/s National Fertilizers Limited, Nangal

Sub: Model Clause Certificate as per Annexure-III (Tenders) 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 contractor of a country which shares a land border with India. We
certify that this contractor

M/s.....**[Vendor Name & address]** is not from such a
country or, if from such a country **[Tick appropriate option & cut the other one]**, has
been registered with the competent authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be
considered **[attach evidence of valid registration certificate with competent
authority]**.

For M/s.....

Authorized Signatory
(with company seal & Name)