

“उत्तराखंड की बीज विधायन इकाईयों से उत्तरप्रदेश , बिहार एवं झारखण्ड राज्य में रबी- 2024-25 में विपणन हेतु गेहूँ के नए सर्टिफाइड बीज की आपूर्ति हेतु निविदा दस्तावेज”

ई-निविदा संख्या – NFL/ZOLKO/ABD/Seed Trading 2024-25/01

NOTICE INVITING e-TENDER

FOR

“TENDER DOCCUMENT FOR THE SUPPLY OF NEW CERTIFIED SEEDS OF WHEAT FOR MARKETING IN RABI-2024-25 IN THE STATES OF UTTAR PRADESH , BIHAR & JHARKHAND FROM THE SEED PROCESSING UNITS LOCATED IN UTTARAKHAND”

E-Tender No – NFL/ZOLKO/ABD/ Seed Trading 2024-25/01



नेशनल फर्टिलाइजर्स लिमिटेड

(भारत सरकार का उपक्रम)

आंचलिक कार्यालय :- टीसिवि-44-1 विभुतिखंड, गोमतीनगर ,लखनऊ पिन – 226010 (U.P.)

National Fertilizers Limited

(A Govt. of India Undertaking)

CINL74899DL1974GOI007417

Zonal Office: - TCV-44-V-1, Vibhutihand, Gomatinagar, Lucknow-226010 (U.P.)

Phone No: 8059147948, 9580607790

Regd. Office: - Scope Complex, Core-III, 7, Institutional Area, Lodhi Road New Delhi-03
Corporate Office: A-11, Sector-24, Noida-201 301, Dist. Gautam Budh Nagar (UP) (India),
Phone: 00-91-120-2412294, 2412445, Fax: 00-91120-2412397, 2411057

NOTICE INVITING e-TENDER (e-NIT)

National Fertilizers limited (NFL) intends to line up Supplier/s for Supply of New Certified Seeds (Processing and certification done in FY 2024-25) of Wheat from Seed Processing units Located in Uttarakhand State during October/November 2024 for marketing into the states of Uttar Pradesh, Bihar and Jharkhand. Tenderers should go through the contents of this tender document carefully and submit signed copy of tender documents along with all the required documents / information on e-portal. The detailed terms and condition for participation are as detailed below:

PART -A

1.	Closing date & Time for Obtaining Tender documents	11 th July, 2024, AT 15.00 HRS. IST
2.	Closing date & Time for Submitting Tender documents	11 th July, 2024, AT 15.15 HRS. IST
3.	Technical Bid opening Date and Time	11 th July, 2024, AT 15.30 HRS. IST
4.	Schedule of Rates (SOR) Opening Date & Time	Only of technically qualified parties and to be intimated separately
5.	Offer Validity	TILL 18.00 HRS of 10 th October, 2024 (90 days from date of tender opening)
6.	Contract Period	1 st October 2024 to 5 th December 2024
7.	Earnest Money	Rs 1,00,000/- (Rupee One Lakh only) through RTGS/NEFT. Further details as per Clause 6.00 of Part B
8.	Tender download	The Tender document can be downloaded from NFL's website www.nationalfertilizers.com or https://etenders.gov.in/e procure/app . Corrigendum/Addendum, if any, shall be published only on NFL's websites only.
9.	Address For Correspondence	Manager (ABD), National Fertilizers Limited, Zonal Office:- TCV-44-V-1, Vibhuthikhand, Gomatinagar, Lucknow-226010(U.P.) Email : parveenratthi93@nfl.co.in, mobile no- 8059147948
10.	Technical Bid format	To be uploaded electronically as per Performa given at Annexure-A
11.	Documents submission details for Technical Bid	Annexure-A (1) having list of all annexures and documents to be submitted
12.	Schedule of Rates (SOR)	To be filled electronically as per Performa given at Annexure-B
13.	Quantity of Seed for Supply & state wise variety wise requirement	<ul style="list-style-type: none"> • 103000 Quintal New Certified Seeds of Wheat (Processing and certification done in FY 2024-25). • The tenderer should quote a minimum quantity of 25000 Quintals of Wheat seed for Uttar Pradesh , Bihar & Jharkhand State under all varieties of subject tender.

		<ul style="list-style-type: none"> • Further details as per Annexure-C and Clause 8.00 of Part-B
14.	Security Deposit	As per Clause 7.00 of Part-B
15.	Tender Submission	Only through electronic mode for which Tenderers may log on to website https://etenders.gov.in/e procure/app . For further details, refer to Clause 16.00 of Part-B & Annexure-D . Incomplete tenders in any respect and/ or with deviation are likely to be rejected.
16.	Instruction for submission of tender	All tender documents shall be in English language. All quoted prices shall be indicated by tenderer both in figures and words and where there is difference between quoted in figures and quoted in words, the prices quoted in words shall prevail. Tenders should be duly signed on all pages by the tenderers or by legally authorized representative, in longhand along with the firm's/ company's seal. No oral, telephonic or email tenders or modifications in the tenders shall be considered under any circumstances.
17.	Special Instructions To Tenderers	Annexure-D
18.	Criteria for Related Party	The prospective Tenderers having any common partners/Directors/Managing partners, etc., or having any other common criteria like same office address, same signatories and same contact no. shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participating in the tender.

Part-B: - Terms and Conditions

1.00	National Fertilizers Limited	The term “NFL” shall mean National Fertilizers Limited (CINL74899DL1974GOI007417) having its Registered Office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003, and its Corporate Office at A-11, Sector-24, Noida-201301, Uttar Pradesh, India and having its Zonal Office at TCV-44-V-1, Vibhuthikhand, Gomatinagar, Lucknow-226010 (U.P.) shall be deemed to include their successors and / or assignees, and shall include the Administrative and Executive Officers authorized to deal with matters relating to the contract.
2.00	About NFL	<p>NFL is the 2nd biggest manufacturer of Neem Coated Urea in India. The company has five gas based Neem Coated Urea plants at viz., Nangal & Bathinda in Punjab, Panipat in Haryana and two at Vijaipur in Madhya Pradesh. Company also markets Urea produced by Joint Venture Company Ramagundam Fertilizers and Chemicals Limited. Company sells around 5.8 Million MT of fertilizers.</p> <p>NFL’s Marketing Network comprises of a Central Marketing Office at Noida, four Zonal Offices at Bhopal, Lucknow, Hyderabad & Chandigarh, 13 State Offices and 39 Area Offices spread across the country. The company has a strong dealership network and all the fertilizers are marketed through dealers appointed from both the government and private sector.</p> <p>NFL is engaged in marketing its Neem Coated Urea, Bio-Fertilizers (solid & liquid), DAP, MOP, NPKs, Seeds, Compost, Bentonite Sulphur and other Agro-Chemicals under its brand “KISAN”. NFL also manufactures and sells other allied Industrial products like Ammonia, Nitric Acid, Ammonium Nitrate, Sodium Nitrite, Sodium Nitrate etc. NFL also produces and processes its own Seeds and sells the same in its marketing territory.</p>
3.00	Definitions	<p>a. The term “CONTRACT” shall mean and include the Notice Inviting Tender (NIT), the Instructions to tenderer, Corrigendum and addendums issued with respect to the tender, the Tender, Letter of Intent accepting the tender in part or full, Special & General Terms & Conditions, directions and comments conveyed in writing/through email, the Letter of Intent or Work Order, and its subsequent variations, if any, or any other authorized contract documents or any formal agreements and those general and special conditions that may be added subsequently.</p> <p>b. The term “TENDERER or BIDDER” shall mean the person(s), firm or company, who offers a tender or quotation duly signed in response to this Notice Inviting Tenders (NIT) issued by NFL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.</p> <p>c. The term SUPPLIER means and includes the Firm/Company/Society/Proprietary/ Partnership firm in whose favour Letter of Intent (LOI)/Supply Order issued by the authorized officer of the NFL.</p>
4.00	Eligibility Criteria	<p><i>The tenderers fulfilling the following eligibility criteria/conditions as per information provided in Techno-commercial Bid shall be adjudged qualified and considered for opening of their Price Bid.</i></p> <p><i>i. Tenderers who have processed and supplied minimum 25000 Quintal seeds of all varieties in last three financial year i.e., 2023-24, 2022-23 and 2021-22 should apply. Any or more of the following documents to support supply of 25000 Quintal seeds is required:</i></p> <p><i>a) Certificate from an independent Chartered Accountants</i></p> <p><i>b) Certificate from State Seed Certification Agency (SSCA)</i></p> <p><i>c) LOI of any awarded contract, if any</i></p> <p><i>ii. The tenderer should have its own seed processing plant & plant should be located in Uttarakhand. Plant Code Certificate submission is required along with validity. Certificate of chartered accounted for minimum annual capacity of the plant is 25000 quintal seed of all varieties.</i></p>

		<p>iii. <i>The tenderer should be duly registered with Uttrakhand State Seed Certification Agency (SSCA) for seed Production. Registration certificate submission is required along with its validity.</i></p> <p><i>The tenderers who do not meet the above criteria need not apply.</i></p>
5.00	Schedule of Rates (SOR)	<ul style="list-style-type: none"> • The price (in Rs..... Per Quintal including fungicide price of Thiram 75% WS @ 2 gm/Kg seed) to be quoted by the BIDDER shall be the rate charged by the BIDDER for supply of finally cleaned / graded and packed fresh Certified Seed on FOR basis at Dealer's destination in various districts of Uttar Pradesh, Bihar & Jharkhand States. • The rate shall be quoted by the BIDDER as per Schedule of Rates (SOR) - Annexure-B. The rates quoted shall be inclusive of all the charges, taxes, duties, levies, and all other statutory levies as imposed by State/Central Government and local authorities from time to time except GST. • GST, if applicable, shall be payable extra at applicable rates. • The lowest rate BIDDER (L-1) shall be determined on lowest FOR price quoted by supplier on state wise basis for each variety individually. • In case quantity offered by L-1 BIDDER for any variety in a state is less than tendered quantity then the counter offer shall be given in sequence to L-2, L-3etc. to match L-1 offered/ negotiated rates till whole tendered quantity is tied up. • The BIDDER shall quote single rate against each item(s) and not the multiple rates in SOR. The offer of the BIDDER, who quotes multiple rates for any item, will be summarily rejected. • NFL reserves the right to award the Contract to more than one BIDDER. • If BIDDER offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that tenderer/bidder emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order. • NFL reserves the right to negotiate with L-1 BIDDER. NFL is not bound to accept the lowest offer. • Dispatch of seed must be from the seed plants located in Uttrakhand state only. • Conditional offer shall not be accepted under any circumstances. • NFL shall not be responsible for fluctuation of the market rate of the ordered seed. The tenderer shall be required to supply the seed at agreed rate only. • NFL will not be responsible for the losses incurred to the supplier/tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NFL. • In case L-1 bidder fails to supply the seed due to any reason then NFL reserve the right to place order with L-2 party on L-1 rates. In such case the security deposited of L-1 party will be forfeited and NFL reserves the right to debar the party from participating in any NIT in NFL for next two years.
6.00	Earnest Money Deposit(EMD)	<p>a. Tenderer should make a deposit towards Earnest Money of Rs. 1,00,000/- (Rupees One Lakh Only) through RTGS/NEFT as per the details below :</p> <p>Name Of Bank : State Bank Of India, PICUP Bhawan Branch, Lucknow SBI Account No : 10060601916 IFSC Code : SBIN0050643</p> <p>b. Earnest money shall not be accepted in any form other than that specified above and tenders not accompanied by Earnest Money, as above will be summarily rejected.</p> <p>c. No interest will be payable on the Earnest Money deposit. EMD of Successful tenderer can be adjusted in security deposit of contract.</p> <p>d. <i>In case of MSME registered tenderer, there is no requirement of EMD submission.</i></p> <p>e. <u>Forfeiture of EMD:</u> The EMD shall be forfeited in case tenderer after having submitted the tender withdraws the same or changes the quoted price within the period of validity or refuses to accept the Letter of Intent (LOI) after acceptance of offer by NFL.</p> <p>f. EMD of the unsuccessful tenderer shall be refunded after establishing L-1 BIDDER.</p>

7.00	Security Deposit	<p>The SUPPLIER would be required to make security deposit at 10 % value of contract within 15 days of issuance of LOI in the form of NEFT/RTGS or bank guarantee . Bank guarantee should be provided in prescribed format to be provided by NFL after issuing LOI to contractors from any schedule bank excluding gramin/ co.op banks (Bank guarantee should be provided in format as per Annexure VII. The BG should be valid for delivery period plus 3 months claim period.</p> <p>EMD of the Supplier can be adjusted in the security amount. The balance amount of Security Deposit after adjustment of EMD shall be transferred to the NFL’s Bank account through NEFT/RTGS. The account details are as under:</p> <p>Name of Bank : State Bank of India, PICUP Bhawan Branch, Lucknow SBI Account No : 10060601916 a. IFSC Code : SBIN0050643</p> <p>b. The Security Deposit submitted by the SUPPLIER shall be valid for six (06) months from the date of issue of LOI with a claim period of subsequent three (03) months from the expiry of six (06) months period.</p> <p>c. If the SUPPLIER fails to perform the contract within its terms and conditions or Commits breach or deviates from any of the terms of the contract the NFL shall have the right to forfeit Security Deposit along with recovery of advance deposited by the NFL with interest.</p> <p>d. The security deposit in any form shall not carry interest.</p> <p>e. The security deposit shall be released by the NFL to the SUPPLIER on successful completion of the contract and settlement of dues whether payable or recoverable. In the event some amount is due from SUPPLIER and the same is not paid by SUPPLIER for any reason, the amount shall be recovered from security deposits as indicated above.</p>
8.00	Quantity and tentative cost of procurement	<ul style="list-style-type: none"> • Tentative State-wise Variety-Wise requirement of New Certified Wheat Seed is as per Annexure-C. • Tentative Cost of Tender is Rs. 37.08 Crore Approx. • NFL may increase/decrease the final requirement from the quantity advertised in the tender. The increase/decrease may not exceed 10% of the tender quantity.
9.00	Quality	<ul style="list-style-type: none"> • NFL may draw representative samples of the final cleaned/graded seed lots offered by the SUPPLIER and have them analyzed in any Government Laboratory identified by NFL only, the lot cleared by both Seed Certification Agency (SCA) and Government Laboratory will be accepted by NFL. • The seed shall be processed and packed as per NFL and SCA’s requirement at the SUPPLIER’s premises at his cost and expenses. • The SUPPLIER shall make available to NFL a copy of Release Order/ Certificate issued by State Seed Certification Agency (SCA) for each lot before delivery to NFL. • The seed stock should confirm to the quality specifications prescribed in the minimum Seed Certification Standard-1988 as amended from time to time and shall possess good physical appearance and luster to NFL’s satisfaction. • The SUPPLIER shall be fully responsible for any quality deviation observed by Government / Enforcement agency / NFL and shall be liable for damages/legal prosecution arising out of quality lapses vide provisions under prevailing laws such seed act/Seed control order and Weight and Measurement act etc. • In case of quality issue if any out of above the seller shall also be thoroughly responsible for lifting left over rejected seed from NFL dealer’s sale point at his own cost and risk. Any expenses incurred by NFL from seed procurement unit to its placement at NFL/Dealer warehouses shall be debited to supplier account. • The responsibility of genetic purity and germination would be solely upon the tenderer. In case of any complaint, the tenderer would be responsible for making good losses to the farmers and/or to the NFL. • The rejected seed stocks by the Corporation at their receiving ends or in the processing plant of the tenderer shall not be used for resale by the tenderer in NFL brands.

<p>10.00</p>	<p>Packing/ Weighment/ Billing</p>	<ul style="list-style-type: none"> • The supply of seed shall be made in NFL bags in conformity with the standard norms as per the Seed Act for supply of seeds. The bags shall be arranged by the SUPPLIER at his own cost with printing in the name of NFL. NFL will have right to inspect these operations from time to time. The design/print details shall be provided by the NFL to the SUPPLIER. • Weight of the material to be supplied to the NFL shall be made on the basis of number of bags each 40 kg received at the NFL’s destination/s. • The SUPPLIER shall be fully responsible for shortage/s observed upon receipt of material in the intact bags, if any. The NFL shall be within its rights to reject such consignments not conforming to weight specifications as laid down in SEED ACT or may decide to get the consignment standardized at the cost and expense of SUPPLIER. The SUPPLIER shall, however, have the right to depute their authorized representative to supervise the receipt of bags at destination. • Bills shall be prepared based on the net numbers of bags/ net weight of goods in trucks so received. Supply of material shall be based on GTR to NFL dealer destination. • The weight of the seed bag shall be checked at any point of transaction and in case shortage found in the bag, NFL will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights and Measures Department, if any.
<p>11.00</p>	<p>Delivery period</p>	<ul style="list-style-type: none"> • SUPPLIER is required to supply total quantity allocated by the NFL in each purchase order within the period stipulated as per Part-A-6. However, it may be clearly understood that after expiry of validity of the contract no supply will be permitted to the SUPPLIER even if the total allocated quantity is not supplied by the SUPPLIER for any reason. The SUPPLIER will not have any claim whatsoever in this regard after expiry of the contract. • Timely delivery shall be considered as the essence of the purchase order. • The supply has to be made based on confirmed order. A period of 15 days will be allowed for completion of supply against purchase order which will commence from the date of issue of respective purchase order. Refer Clause 13.00 of Part B for Penalty. • SUPPLIER Notification of Dispatch in regard to each and every consignment shall be made to the NFL immediately on dispatch indicating full details of quantity of material so that the NFL’s Area Manager may plan for storing and distribution of material. • The obligations of the supplier under this contract will start from the date of issue of the Letter of Intent/ Supply Order. Supplier will be asked to start the work soon after the receipt of the Letter of Intent / Supply Order.
<p>12.00</p>	<p>Payment</p>	<ul style="list-style-type: none"> • 90% payment will be released within 30 days from date of receipt of seed or invoices, whichever is later subject to satisfactory test reports and fulfilling other requirements. The balance 10% payment will be released after successful completion of contract and after 60 days from date of expiry of contract. • No other expenditures shall be permitted in the invoice except of effect of any change in GST, if applicable. • No changes in quoted SOR for any change in taxes or levies as imposed by either State Govt. or Central Govt. or by local body/ authority shall be permitted during tenure of contract. • Income Tax will be deducted at the applicable rate in the relevant period out of total amount of bills made as per Income tax Act.
<p>13.00</p>	<p>LD / Penalty</p>	<p><u>I) In case of Delay in supply or short supply:</u> If the delivery of material is delayed by the SUPPLIER beyond stipulated date, NFL shall have the right to exercise any of the following option:</p> <ul style="list-style-type: none"> • To treat the default as breach of contract and to terminate the contract forthwith forfeiting security deposit and taking other action against the SUPPLIER are within the provisions of contract. • If the material is not supplied as per the specified schedule/date as mentioned above, NFL reserves the right to accept the material after imposing the penalty @1% of the Invoice/Purchase Order value for every week and part thereof the period of delay from the delivery period subject to maximum of 5% of the total value of Purchase Order. The Security Deposit shall be en-cashed either in full or to the extent of losses

		<p>suffered by the NFL due to the breach of the contract and / or non-fulfillment of the obligations by the SUPPLIER under the contract. The SUPPLIER has to make good the value of Security Deposit to the extent of amount so drawn / en-cashed within 15 days of intimation from the NFL.</p> <ul style="list-style-type: none"> • The NFL shall have the right to purchase the material in full or part thereof, at the risk and cost of the SUPPLIER in case SUPPLIER fails to supply the allocated or indented quantity within the specified time. <p>II) In case of Non- Supply: NFL shall not be responsible for fluctuation of the market rate of the ordered quantity of seed. The tenderer shall be required to supply the seed at agreed rate only. In case of failure of the SUPPLIER to supply the contracted / allocated quantity of seed for whatsoever reasons, the NFL shall have full discretion to purchase seed from any other party at the SUPPLIER’s risk and cost.</p> <ul style="list-style-type: none"> • The SUPPLIER defaulting in supplying the material shall be levied liquidated damages equivalent to the value of the un-supplied quantity based on prevailing market price and the amount shall be recovered from the SUPPLIER. • In case, the supplier fails to deposit the penalty imposed, the contract will be terminated and the security deposited will be forfeited.
14.00	SAC CODEs:-	<p>The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the SAC code of services/item and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). Bidder shall have valid GSTIN / GST, Provisional ID and provide Invoice/bill and all other documentation in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relations to payment of GST.</p>
15.00	MSME:-	<p>In case Tenderers are registered as MICRO, SMALL or MEDIUM Enterprise under ‘The Micro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)’ promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category in your uploaded offer and also submit a copy of the certificate issued by the concerned authorities failing which the bidder shall not be entitled for the benefit under MSMED Act/Public Procurement Policy for MSE.</p> <ol style="list-style-type: none"> Micro: - Where the investment in Plant & Machinery does not exceed Rs. One Crore and turnover does not exceed Rs. Five Crore. or Small: - Where the investment in Plant & Machinery does not exceed Rs. Ten Crore and turnover does not exceed Rs. Fifty Crore. Or Medium: - Where the investment in Plant & Machinery does not exceed Rs. Fifty Crore and turnover does not exceed Rs. Two Hundred and Fifty Crore. <p>However, NFL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy. The Micro & Small Enterprises (MSEs) shall be entitled for the benefits under the Public Procurement Policy for Micro & Small Enterprises subject to the terms and conditions indicated in Attachment attached herewith as Annexure-III. MSE bidders to ensure declaration of Udyog Aadhar Memorandum UAM on CPPP.</p> <p>Note: The present tender/ work is non-split able or non-dividable for the purpose of MSE.</p>
16.00	Tender Submission and acceptance	<ul style="list-style-type: none"> • NFL reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or reject any or all tenders without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by NFL from the tenderers. • 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. • If the tenderer has any relation whether by blood or otherwise with any of the employees of the NFL, the tenderer must disclose the relation in the Annexure-A attached at the time of submission of the tender failing which NFL shall reserve the right to reject the tender or rescind the Contract. It shall also be certified by the tenderer that none of NFL’s ex-employee is employed with them (in case any employee of NFL is employed, furnish details separately)

		<ul style="list-style-type: none"> • The tenderers shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation and submission of the tenders. • Tenderer shall submit the Power of Attorney/Authorization in favour of the authorized signatory of the tender/bid in the Annexure-A. • NFL reserves the right to reject the tender on receipt and/or on evaluation if the past performance of the tenderer has not been found satisfactory. • Those tenderers, who are technically qualified for opening of Schedule of Rates, shall not be permitted to deviate any of the agreed terms and conditions of technical & un-priced commercial bid of the tender subsequent to the opening of Schedule of Rates. • If the date of receipt/opening of tender is declared a holiday, the same shall be received /opened on the next working day. • No request shall be entertained for delayed bid submission on e-portal unless or until substantiated by strong documentary/event evidence. • NFL reserves the right to postpone the opening/closing of tenders.
<p>17.00</p>	<p>Termination of Contract</p>	<p>The contract is liable to be terminated if the SUPPLIER:</p> <ul style="list-style-type: none"> • Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in case of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or property on the works; or • Makes an arrangement with or assignments in favor of his/their creditors/agrees to carry out the contract under a committee or inspection of his/their creditors; or • Abandons the work; or • If the supplier makes default in supply of material as per terms of the contract. No claim or compensation shall be payable by NFL as a result of such termination; or • Assigns or in part thereof without written permission of NFL. • Performance is not satisfactory or • If the SUPPLIER obtains the contract with NFL with illegal measures: • Information submitted/furnished by the SUPPLIER is found to be incorrect. • If during any period of contract, liquidated damages amount exceeds 10% of the contracted value which is the maximum penalty leviable for short/delayed supply or any other reasons, NFL would be within its rights to terminate the contract and no claim / compensation shall be payable by NFL as a result of such termination. • The above shall be without prejudice to NFL’s other rights under the law. • The NFL committee reserves the right to conduct physical verification of the stock and infrastructure presented by each bidding party prior to opening the price bid and issuing the job order. This verification may include an assessment of the materials offered and the infrastructure claimed by the bidding parties. If the committee finds discrepancies or unsatisfactory elements during this verification process, it retains the authority to terminate the offer, even if it occurs at the technical evaluation stage or after issuing a Letter of Intent (LOI) to the lowest bidder (L-1) as well as L-2 so on. • The disputed parties i.e. black listed/ or debarred are not eligible to participate in the tender. • CONSEQUENCES OF TERMINATION Upon termination of contract for reasons detailed above provisions under Clause 13.00 of Part-B shall be applied. • The NFL reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. • The agreement can be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Company.
<p>18.00</p>	<p>Force Majeure</p>	<p>The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the supplier nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected,</p>

		<p>upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.</p> <p>If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90(Ninety) days, either party may at its option terminate the contract by giving notice to the other party. For delays arising out of Force Majeure neither NFL nor the Supplier shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.</p>
19.00	<u>Disputes/ Arbitration</u>	<p>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:</p> <p>A written notice shall be given by the supplier invoking arbitration to National Fertilizers Limited through C & MD NFL.</p> <p>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.</p> <p>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 Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.</p> <p>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.</p> <p>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.</p> <p>The seat and venue of arbitration shall be Lucknow.</p> <p>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.</p>
20.00	Compliance of Laws	The supplier shall be responsible to secure compliance with all Central and State laws as well as the rules, regulations, bye-laws and orders of the local authorities and statutory bodies, as may be in force, from time to time.
21.00	Jurisdiction of Courts	All the disputes relating to contract shall be subject to exclusive jurisdiction of Lucknow courts.
22.00	Applicable/Governing Law	The contract shall be governed by and construed in accordance with the Laws of India.
23.00	Fraud Prevention Policy	Tenderer should adhere to Anti-Fraud Policy of NFL (full text of which is available on NFL’s website www.nationalfertilizers.com) and not indulge or allow anybody else working in the company to indulge in fraudulent activities and would immediately apprise

		NFL of the fraud/ suspected fraud as soon as it comes to their notice. In case of failure to do so NFL may debar them for future transaction.
--	--	---

Signed Digitally

Place:

Annexure-A

(To be filled & typed on Company's Letter head and to be uploaded on e-portal)

TECHNO-COMMERCIAL INFORMATION FOR QUALIFICATION

Sr	Details	Fill appropriately, all information with attachments, wherever required		
A	GENERAL INFORMATION			
1.	Name of the firm			
2.	Address of the Firm			
3	Registered Office			
4	Office Telephone No/ Mobile No			
5	Year of establishment			
6	Constitution of the firm (Proprietorship /Partnership/Pvt. Ltd. Co/Public Ltd. Co /Co-operative)			
7	Name of Proprietor/ Partners/ Subscriber/ Director/ Managing Director/ President.			
B	WORK INFORMATION			
1	Address of Works (Seed Processing Plant)			
2	Name of the contact person			
	Phone No of contact person			
3	Office	Residence	Mobile	
4	Name of Authorization/Responsible Person for day to day activities.			
C	Give details, If you or your Sister concern is dealing with NFL as:-			
	H & T Supplier			
	Dealer.			
	Private Godown			
	Related to any NFL Employee/Ex-Employee			
D	REGISTRATION WITH STATE SEED CERTIFYING AGENCIES (SSCA)- Mandatory for Eligibility as per Clause 4.00 of Part B			
	Type of Seed			
	Registration No			
	Date of Registration			
	Validity Period of Registration			
E	REGISTRATION OF PROCESSING PLANT WITH SSCA - Mandatory for Eligibility as per Clause 4.00 of Part B			
	Type of Seed			
	Registration No			
	Date of Registration			
	Validity Period of Registration			

F	SEED LICENCE FROM DEPUTY DIRECTOR / STATE AGRICULTURE AUTHORITY OF THE DISTRICT	
	License Number	
	Date of Issue of License	
	Validity Period of License	
	Type of seed	
	Licensed capacity in Quintals	
G	PAN Number	
H	GST Number	
I	ISO certification, if obtained	
J	Any other certification/Accreditations, give details	
K	Details of Bank Account (<i>Cancelled Signed Cheque Enclosure required</i>)	
	Name of the Bank and Branch	
	Account No.	
	IFSC Code	
L	Income Tax for the below three <i>financial</i> years (Enclose Self Attested copies)	Submitted Yes/No
	2020-21	
	2021-22	
	2022-23	

M. TECHNICAL DETAILS

- (i) *Types of Certified Seeds & their Licensed Type License Capacity in Qtls capacity being produced*
- (i)
- (ii)
- (iii)

- N. Give details, if your firm/sister concern/Associate belonging to same group has ever been delisted or put on holiday or black listed by any PSU/Cooperative/Private Sector Company/Govt. Department by any Organization during last **FIVE** years.

Name of the Firm/Sister Concern	Period of Delisting or Blacklisting	By Whom Name of PSU, Organization etc.

(Submit Affidavit as per Annexure-I)

- O. Any Other Information

(Note: Refer Annexure A-1 for the list of documents to be submitted. In case any of the mentioned documents is not enclosed please give specific reasons).

I / We hereby solemnly declare that the Proprietor/Partner/Director of this Firm/Company mentioned at S.No.'s is/are common/not common (Strike off whichever is not applicable) with any other

firm/Company, who has applied for technical qualification against same advertisement. In case of common proprietor/Partner/Director in other firm who has also applied for technical qualification against same advertisement, please mention the name of firm/firm's.

I/WE certify that all information furnished by me / us is correct & true and in the event that the information given is found to be incorrect / untrue, NFL reserves the right to disqualify us without giving any notice or reason thereof.

(Signature & Seal)

(Proprietor / Authorized Signatory)

Date:

Party) Place:
stamp

(Signature of the
with

<i>In case of Proprietorship Firm</i>	-	<i>The Proprietor is to sign the Tender form.</i>
<i>In case of Partnership Firm</i>	-	<i>All the partners should sign the Tender form.</i>
<i>In case of Limited Firm</i>	-	<i>Managing Director should sign the Tender form.</i>
<i>In case of Cooperative</i>	-	<i>President should sign the Tender form.</i>

DOCUMENTS SUBMISSION DETAILS

The submission/up loading of information, undertakings, documents, certificates etc. for techno-commercial bid part are given as under:

S. No.	Contents to be uploaded	Referring page no.
1	Details of NEFT/UTR No. towards EMD of Rs.100000/-	
2.	Documents for Eligibility Criteria as per Clause 4.00 of Part B	
3.	Copy of tender document signed on every page by proprietor/authorized signatory as per letter of authorization submitted.	
4.	Techno-Commercial Information for Qualification (<i>Annexure-A</i>). It must be duly filled and uploaded with all the supporting documents and enclosures as and where required.	
5.	Schedule of Rates (SOR) / Price bid on Performa at <i>Annexure-B</i> indicating the variety- wise quantity in Quintals only. Upload blank <i>Annexure-B</i> . <u>No price shall be mentioned in sample price bid given on Page no. 15 of tender document.</u>	
6.	Affidavit for Sole Proprietorship/ Partnership/ Pvt Ltd/ Ltd/ Cooperative etc. duly notarized on non-judicial stamp paper of Rs.100/-. (<i>Annexure-I</i>)	
7.	I. For partnership firms: Copy of partnership deed duly notarized to be uploaded. II. For Limited companies: Notarized copy of Memorandum and Articles of Association and list of directors. III. For Society: Notarized copy of Bye-laws	
8.	A letter of Authorization to be uploaded for all categories. (<i>Annexure-II</i>)	
9.	Self-Attested copy of registration certificate of Seed Producing firm/society etc. with State Seed Certification Agency	
10.	Self-Attested copy of registration certificate of processing plant with State Seed Certification Agency	
11.	Self-Attested copy of license to carry out seed business issued by Deputy Director (Agriculture) of the concerned district.	
12.	Self-Attested Copy of ISO Certification, if obtained	
13.	Self-Attested copy of PAN card of proprietor / firm etc. –as applicable	
14.	Self-Attested copy of Goods and Service Tax Registration Certificate	
15.	Self-Attested Copies of Income Tax returns for the last three financial years (2020-21, 2021-22 & 2022-23)	
16.	Cancelled Signed Cheque	
17.	Requirement of undertaking regarding registration under MSMED Act-2006: (<i>Annexure-III</i>)	
18.	Integrity Pact: To be executed on plain paper and to be uploaded along with technical Bid for the tenders having a estimated value of Rs. 1 crore or more. Bidder will sign the integrity pact as per enclosed <i>Annexure-IV</i> which is an integral part of the tender document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website viz. www.nationalfertilizers.com .	
19.	Self-Certification Form: Make In India (Local Content)(On party/Company's Letter Head) <i>Annexure-V</i>	
20.	Model Clause Certificate: Public Procurement No. 1 (On party/Company's Letter Head) <i>Annexure-VI</i>	
21.	Undertaking regarding not black-listed/debarred from participation in tendering by any of Central / State Seed Corporation/Agency engaged in Seed Production and distribution in the Country, during last 3 years on Party letter head	
22.	Balance sheet for last one year (FY 2022-23)	
23.	Any other relevant information /document.	

In case of concealment of any fact, if detected later on, such tenderer will be debarred from all future dealings with NFL as well as cancellation of their bid for this tender.

NFL will scrutinize documents uploaded as techno-commercial bid and decide the technical qualified bidders. The committee will ensure that all documents required have been submitted/uploaded by the party, prior to opening of price bids. **Bidders need to put seal of firm and signature of authorized signatory, on every page of NIT and documents to be uploaded, as a token of acceptance of NIT terms and conditions. All the documents mentioned above are compulsory required with the tender documents.**

Annexure-B

NATIONAL FERTILIZERS LIMITED							
(A GOVT. OF INDIA UNDERTAKING)							
Schedule of Rates							
Tender No : NFL/ZOLKO/ABD/Seed Trading 2024-25/01							
Rates for supplying New Certified Seed of Wheat on FOR basis in the State of Uttar Pradesh, Bihar & Jharkhand (Price Bid) during Rabi-2024-25							
Name of Work		Certified Seed of Wheat on FOR basis in the State of Uttar Pradesh , Bihar & Jharkhand (Price Bid) during Rabi-2024-25”					
Name of the Firm		M/s					
Sr. No.	Item Description	Name of Wheat Variety	Quantity of Certified Seeds to be supplied	Quantity of Certified Seeds Offered by The Party or Party intent to supply against demanded Quantity Given in	Per Quintal Price with Fungicide (Including Cost of Thiram 75% WS @ Gm/KG of seed) on for Basis	Total Amount in Rs.	
	State	Wheat Certified Variety	(Quintals)	(Quintals)	Rs. Per Quintal)	(In Figures)	(In Words)
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H
1	Uttar Pradesh	HD 2967	50200	XXX	XXX	XXX	XXX
2	Uttar Pradesh	PBW 154	8600	XXX	XXX	XXX	XXX
3	Uttar Pradesh	PBW 502	3000	XXX	XXX	XXX	XXX
4	Uttar Pradesh	Unnat PBW 343	8000	XXX	XXX	XXX	XXX
5	Uttar Pradesh	PBW 373	200	XXX	XXX	XXX	XXX
Total Uttar Pradesh			70000				
6	Bihar	HD 2967	8500	XXX	XXX	XXX	XXX
7	Bihar	PBW 154	4500	XXX	XXX	XXX	XXX
8	Bihar	Unnat PBW 343	15000	XXX	XXX	XXX	XXX
9	Bihar	PBW 373	500	XXX	XXX	XXX	XXX
10	Bihar	DBW 187	1000	XXX	XXX	XXX	XXX
11	Bihar	DBW 303	1000	XXX	XXX	XXX	XXX
Total Bihar			30500				
12	Jharkhand	PBW 154	1000	XXX	XXX	XXX	XXX
13	Jharkhand	Unnat PBW 343	1500	XXX	XXX	XXX	XXX
Total Jharkhand			2500				
Total Lucknow Zone			103000				

Important Instructions:

- In case of any discrepancy between words and figures or there is overwriting in figures the rates given in words shall be considered
- In Column -E in above Price Bid Table, party must fill Quantity in Quintals, which party would be able to supply against quantity demanded by NFL as per Column-D
- Rates must be quoted in Rs. Per Quintals in the Column -F in above price bid table. Quoted rates shall be inclusive of all but excluding GST if applicable.
- Except box for Party name , Column E & F all the other columns, rows & boxes are locked, hence cannot be changed. In No case any other column, row or box of this table should be disturbed or distorted through electronic or any other way. If found so, NFL have full rights to reject the Price Bid
- Price Bid filled and uploaded through CPP Portal (in only this MS -Excel table) is acceptable to NFL. NFL reserves the full rights to reject the Price Bid, if party submit price bid in any other format or media or means.
- Evaluation criteria and determination of L-1 is as per Clause 5.00 of Part B.

Annexure-C

The variety-wise requirement of certified Wheat seed for season Rabi-2024-25 shall be as under:

S.NO	Wheat variety	UP	Bihar	Jharkhand	Total
1	HD 2967	50200	8500		58700
2	PBW 154	8600	4500	1000	14100
3	PBW 502	3000	0		3000
4	Unnat PBW 343	8000	15000	1500	24500
5	PBW 373	200	500		700
6	DBW 187		1000		1000
7	DBW 303		1000		1000
		70000	30500	2500	103000

Note: The above figures are indicative against each variety and the total off take may increase/ decrease depending upon the market conditions. Further, there is no firm quantity commitment for purchase of seed from SUPPLIER either variety-wise or overall and would be at the sole discretion of NFL.

Annexure-D**SPECIAL INSTRUCTIONS TO TENDERERS**

1. Two part bidding: There shall be two part bidding system for this tender i.e., Techno Commercial Bid (Annexure-A) and SOR (Annexure-B)

2. Mode of Tendering:

National Fertilizers Ltd. has decided to do procurement of new certified wheat seeds against this tender through e-tendering and reverse auctioning. The NIT is available on website <https://etenders.gov.in/eprocure/app> from where the registered tenderers will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done online only.

In case of any help / clarification, you may contact any one of the following:

a) M/s National Fertilizers Limited-ZO, Lucknow

For tender document and the terms and conditions related queries	For Technical / bidding system related
1. D.K. Singh Zonal Manager (UP) NFL, Zonal Office, Lucknow Contact No. 0522-2329706, 8687297135 Email:- dilipkumarsingh@nfl.co.in	1. Vaibhav Mehrotra (Deputy Manager,IT) Mob No 8968585720, 7850023324 2. Parveen Rathi AAM (ABD) Contact No. 8059147948 <u>e-mail: parveenrathi93@nfl.co.in</u>

b) Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4001 002, 0120-4001 005 & 0120-6277 787.

3. All the tenderers participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. It is mandatory for the tenderers to use the digital certificate in all their bidding Process.

To participate in e-tendering of NFL, please refer <https://etenders.gov.in/eprocure/app> for System requirement, Browser configuration, procedures etc. **The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.**

i) REGISTRATION AT CPP Portal

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
 - b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
 - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
 - d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
 - e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
 - f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
 - g) It is the entire responsibility of the tenderers to protect their own login Id and Password and keep their digital certificate safe so that it is not misused by any other person.
- II) **SEARCHING FOR TENDER DOCUMENTS AT CPP Portal**
- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
 - b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
 - c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
- III) **PREPARATION OF BIDS AT CPP Portal**
- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
 - b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
 - c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
 - d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or ‘Other Important Documents’ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

IV) **SUBMISSION OF BIDS AT CPP Portal**

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 - b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
 - c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
 - d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
 - e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
 - f) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 - g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using NFLs/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 - h) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
4. NFL shall not be responsible for any mistake made by the tenderers at the time of bid process. **In case any tenderer submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified / rejected with refund of EMD and such tenderer shall not be allowed to further participate in that tender.** The remaining process shall be completed considering the other valid bids. This shall however, be without any prejudice NFL’s right to debar / de-list (tenderers who submit invalid bids) from future tenders. Such action, if any, shall be taken at the sole option of NFL.
- Note:** After expiry of date & time for a particular activity as mentioned in the NIT, that particular activity cannot be done unless the schedule for the same is extended /amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is pre-poned / amended.

5. **Tender Opening:**

E-Tender No – NFL/ZOLKO/ABD/ Seed Trading 2024-25/01

The tenders will be opened electronically by NFL from **Lucknow Zonal office**. The submission of bids shall be done by tenderers from their office or from place of their choice. However bids cannot be submitted after the bid submission due date & time as per the schedule. SOR of all the tenderers who are techno-commercially acceptable shall be opened electronically by **M/s. National Fertilizers Limited**.

ON NON JUDICIAL STAMP PAPER of Rs 100/-

AFFIDAVIT

I, S/o Shri aged years, residing at (address) working as Proprietor/ Partners/Director of M/s having its registered Office at do hereby solemnly affirm and declare on oath as under:-

1. That I am/We are Competent to swear this Affidavit being Proprietor/Partners/Director of M/s
2. That my/our Firm M/s is a Proprietorship/Partnership Firm/Company is participating in tender for Prequalification of Certified Seeds Producer.
3. That we the partners of M/s a Partnership Firm confirm that there is no change in the status of the Partnership Deed dt.....
4. That I, the Proprietor Sh...../We the Partners....., & Authorize Sh. S/o to work with NFL on behalf of M/s
5. That I/We hereby confirm and declare that no other Firm/Sister concern/Associates belonging to same group are participating/submitting this Prequalification tender.
6. That I/We hereby confirm/declare that the bidders, their associates, sister concern etc belonging to the same group have not being black listed/de-listed or put on holiday by any institutional agencies/Govt. Dept. /Public Sector Undertaking or any organization etc. in the last TWO years.
7. That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the SUPPLIER without any lapses
8. Details of sister concerns as on date is given below:-

Name of the firm (Sister Concern)	Year of Establishment	Type of Business	Common Partners/ Directors	Details of Association %age of Interest of Partners

E-Tender No – NFL/ZOLKO/ABD/ Seed Trading 2024-25/01

9. I/We hereby confirm that there was no case of sample failure/sample seized by State Govt. / Central Govt. or Statutory Authority during last 3 years.
10. That I/We further undertake that in case any of the facts contained above and in our application is found otherwise or incorrect or false at any stage, my/our firm/company/group/sister concerns/associate companies shall stand debarred from the present and future tenders of the NFL.

(Signature of the Proprietor/Partners/Director with Seal) DEPONENT (S)

Verified aton.....that the contents of paras 1 to 10 of this Affidavit are true and correct to the best of my knowledge and no party of this is false and nothing has been concealed or falsely stated therein.

(Signature of the Proprietor/Partners/Director with Seal)

Date:

DEPONENT (S)

<i>In case of Proprietorship Firm</i>	-	<i>the Proprietor is to submit the Affidavit.</i>
<i>In case of Partnership Firm</i>	-	<i>All the partners should submit the Affidavit</i>
<i>In case of Limited Firm</i>	-	<i>Managing Director should submit the</i>
<i>Affidavit. In case of Cooperative/</i>	-	<i>President should submit the Affidavit.</i>



NFL

ANNEXURE-II

PROFORMA FOR AUTHORIZATION

(On LETTER HEAD)
TO WHOM SO EVER IT MAY CONCERN

To,

National Fertilizers Limited,
.....
.....

Date : _____

I _____ S/O _____ aged _____ years, am


Proprietor/ Partner/ Director of the above company do hereby authorize.

Sh. _____ S/O _____ aged _____ years, Identity Card(Adhar card

No).....to represent the company for the purpose of discussions / negotiation / signing the documents for

Tender No **NFL/ZOLKO/ABD/ Seed Trading 2024-25/01**

(Full name & Signature) With Stamp



(Signature of Sh. _____)
The above signature of Sh. _____ is hereby attested.

(Full name & Signature)



Sub : Registration under MSMED Act-2006

(Format of undertaking to be given by party is given below it should be uploaded as Technical Bid of Tender along with other documents.)

Undertaking

(on party Letterhead)

1	It is certified that our/my Firm/Company is registered under Micro/Small/Medium Enterprises as per MSMED Act-2006 or not	<u>Yes</u>	<u>No</u>
2	Our/my Firm/Company is registered under MSMED Act-2006 (Copy of Registration is enclosed) and Registration No is _____		

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

Place :

Date :



INTEGRITY PACT

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

NFL, as one of its endeavors to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (NFL) and its Counterparties (Bidders, Suppliers, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, a Memorandum of Understanding (MoU) on Integrity Pact has been signed on 9th May, 2014 by NFL with Transparency International India (Indian chapter of Transparency International).

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (NFL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the NFL qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitors who ensure that concerned parties comply with their respective obligations under the Integrity Pact. Two Independent External Monitors (IEMs) nominated in consultation with Central Vigilance Commission (CVC) shall monitor the activities. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitors (IEMs) as per details given below :

(IEMs)

- (1). **Shri Ramchander Bagdalkar**
006, HMR Purple Elites, 9th Main, 9th Cross, HBR Layout
4th Block, Kalyan Nagar Post, Bangalore-560043.
E-mail: rnbagdalkar@gmail.com ;
- (2). **Cmde Rakesh Anand IN (Retd.)**
16, Currie House, Mazagaon Dock Officers Qtrs
Dockyard Road, Mumbai-400010
E-mail: ansem_2000@yahoo.com

(To be executed on plain paper and submitted along with technical bid/tender documents for tenders having a value of Rs.1 crore or more. To be signed by the bidder and NFL.)

National Fertilizers Limited (NFL) hereinafter referred to as “The Principal”.

A

N

D

_____ hereinafter referred to as
“The Bidder/Supplier ”

PREAMB

LE

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Supplier (s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Supplier (s)

1. The Bidder(s)/Supplier (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/supplier (s) will not, directly or through any other persons

or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Supplier (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Supplier (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Supplier s will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Supplier (s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/supplier (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Supplier (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Supplier (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Supplier (s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Supplier (s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Supplier liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6 :Equal treatment of all Bidders/Supplier s/Sub- supplier s.

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, supplier s and sub-supplier s.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7:Criminal charges against violation Bidder(s) /Supplier (s)/Sub-supplier s(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Supplier (s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors.

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /supplier s as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Supplier (s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Supplier . The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub suppliers. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Supplier (s)/Sub supplier (s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Supplier . The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasionarise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.

8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant

IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word “Monitor” word include both singular and plural.

Section 9 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Supplier 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of NFL.

Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
Bidder/Supplier)

(For & on behalf of

(Office Seal)
Seal)

(Office

Place _____ Date _____

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

Certification Form: Make In India (Local Content)

Date: _____

Tender Ref. No.: NFL/ZOLKO/ABD/Seed Trading 2024-25/01

To

M/s National Fertilizers Limited,
Corporate Office, Noida

Sub: 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', at the time of tender, bidding or solicitation and the item offered i.e. HDPE bags 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.....(> 50 % or <50 %)

The address is as below, where the local content/ value addition is made: [Factory Address]

For

M/s.....

..... Authorized Signatory
(with company seal & Name)

Note: Provide above 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).

Model Clause Certificate: Public Procurement No. 1 (On Company's Letter Head)

Tender Ref. No .: **NFL/ZOLKO/ABD/Seed Trading 2024-25/01**

Date:

To
M/s National Fertilizers Limited, Corporate Office, Noida

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,

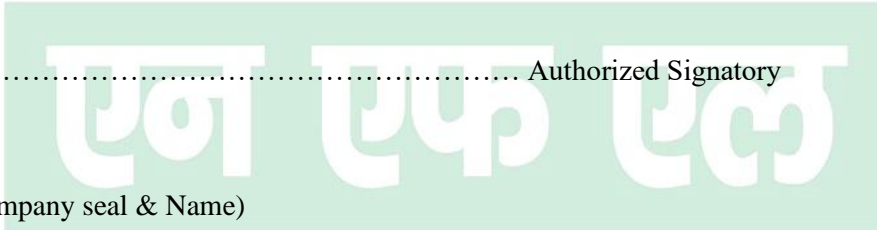
I.....(authorized signatory)
for M/s..... have read the clause regarding
restrictions on procurement from a bidder of a country which shares a land border with India.
We certify that this bidder M/s.....[Vendor Name &
address] is not from such a country

or,

if from such a country, has been registered with the competent authority [Tick appropriate
option & cut the other one] .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)



ANNEXURE – VII

Bank Guarantee Bond for Security Deposit

(To be used by approved scheduled Bank)

BANK GUARANTEE NO.: _____

AMOUNT OF BANK GUARANTEE: _____

GUARANTEE COVDER FROM : _____ TO _____

LAST DATE FOR DEMAND OR CLAIM OF BANK GUARANTEE _____

(Lodgment period is three months after the validity period)

In consideration of the National Fertilizers Limited _____ (hereinafter

called NFL) having agreed to exempt M/s _____
(hereinafter called the said contractor) from the demand, under the terms and conditions a
Contract No. _____ dated _____ executed between NFL and contractor for the supply of
fertilizers (hereinafter called 'the said contract') of security deposit for the due fulfillment by the
said contractor of the terms and conditions contained in the said Contract on production of a bank
guarantee for Rs. _____ /-(Rupees _____ Lakhs).

1. We _____ Bank (hereinafter referred to as 'the Bank') do hereby undertake to pay the NFL an amount not exceeding Rs. _____ against any breach by the said contractor of any of the terms & conditions contained in the said contract.
2. We _____ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from NFL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NFL by reasons of any breach by the said Contractor or any of the terms & conditions contained in the said Contract or by reasons of the Contractor failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due & payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____).
3. We _____ (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of NFL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till NFL (Office/Department) certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee unless a demand or claim under this guarantee is made on us in writing on or before the _____ viz last date for demand or claim of Bank Guarantee, we shall be discharged from all liability under this guarantee thereafter. Demand / claim period is three months after the validity of the Bank Guarantee.
4. We _____ (Bank) further agree with the NFL that NFL shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the

powers exercisable by the said Contractor and to forebear or enforce any of the terms\ and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Contractor. However, for any for-aberrance, act or omission on the part of NFL or any indulgence by the NFL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We _____(Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of NFL in writing.
6. We _____(Bank) undertake to confirm the issuance of this Bank Guarantee through SFMS Code directly to the NFL

Banker, i.e. ICICI Bank Ltd.,K1, Senior Mall, Sector-18, NOIDA, U.P.,201301,
IFSC Code-ICIC0000031, as per following details:

- i) IFN 760 COV for issuance of Bank Guarantee.**
- ii) IFN767 COV for amendment of Bank Guarantee.**
- iii) Issuing Bank shall mention IFSC code as ICIC0000031 in field 7035of 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.**

Date _____ date of _____ year _____ .

For _____ Bank

(Indicate the name of the bank)

Notes:-

(These notes are for guidance only and Not to be typed in Bank Guarantee.)

1. BG No. shall be stated on each of BG with sign and seal of Bank.
2. All additions / deletions / corrections shall be specifically signed and sealed by the Bank.
3. BG shall be executed on a non judicial stamp paper of appropriate value.
4. Non judicial stamp paper shall be in the name of the Bank executing the B.G.
5. BG should be executed on or after the date of purchase of non judicial stamp paper and execution of BG should not be ante dated from the date of non judicial stamp paper.
6. BG not as per this proforma will not be accepted.