



## नेशनल फर्टिलाइजर्स लिमिटेड

(भारत सरकार का उपक्रम)

वजयपुर-473111, जिला: गुना (म.प्र.)

दूरभाष: +91 (0) 7544 273 050/69

फैक्स: +91 (0) 7544 273 089/109

वेबसाइट: [www.nationalfertilizers.com](http://www.nationalfertilizers.com)



## NATIONAL FERTILIZERS LIMITED

(A Government of India Undertaking)

Vijaipur- 473111, District: Guna (M.P)

Phone: +91 (0) 7544 273 050/69

Fax: +91 (0) 7544 273 089/109

Website: [www.nationalfertilizers.com](http://www.nationalfertilizers.com)

### To,

**KOSO PARCOL S.r.l** (कोसो पार्कोल एस.आर.एल)

**Via Isonzo, 2 - 20039; Canegrate (Milan) ITALY**

### Copy to,

**Koso India Private Limited** (कोसो इंडिया प्राइवेट लिमिटेड)

**J-1&2, MIDC, Ambad; Nashik 422010; Maharashtra, India**

Sir/Mam,

Please find enclosed the NIT no **NFV/PUR/BIU230882/Y Dated: 28-June-2024** for **Procurement of Spares of PARCOL make Control Valves.**

Due date of the tender is **12-July-2024; 13:00 IST.**

Kindly submit your sealed offer within due date as per specifications mentioned in the NIT.

Thanking you,

Yours faithfully,

For & On behalf of

National Fertilizers Limited

Ayush Kumar

Assistant Manager-Materials

कॉर्पोरेट कार्यालय: ए-11 सेक्टर-24, नोएडा-201301 (उ.प्र.), दूरभाष: 0120-2412294/2412445, फैक्स: 0120-2412397

Corporate Office: A-11, Sector - 24, NOIDA - 201301 (U.P.), Tel: 0120 - 2412294 / 2412445, Fax: 0120 - 2412397

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

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

CIN No. L74899DL1974GOI007417 Website: <http://www.nationalfertilizers.com> Facebook: @nationalfertilizer



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# **NOTICE INVITING TENDER**

Tender No. and Date	NFV/PUR/BIU230882/Y Dated: 28-June-2024
Due Date:	<b>12-July-2024; 13:00 IST</b>
Description of Work	<b>Procurement of Spares of PARCOL make Control Valves</b>
Estimated Value:	<b>&gt;= ₹ 5.0 Lakhs to ₹ 1.0 Crore</b>
Scope of Tender:	<b>ICB (Foreign Only)</b>
Mode of Tender:	<b>Proprietary Enquiry</b>
Type of Bid:	<b>Single Part Bidding</b>
Earnest Money Deposit Required	<b>YES</b>
Earnest Money Deposit (in INR)	<b>Rs.1,00,000/- (Rupees One Lakh Only)</b>
Earnest Money Deposit (in equivalent Foreign Currency in case of International Competitive Bidding)	<b>EURO/USD/JPY</b>
Type of Security Deposit Required	<b>SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE</b>
Applicable Security Deposit	<b>5% of Order Value</b>
Offer Validity period	<b>Minimum 120 days from tender opening date</b>

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कॉर्पोरेट कार्यालय: ए-11 सेक्टर-24, नोएडा-201301 (उ.प्र.), दूरभाष: 0120-2412294/2412445, फैक्स: 0120-2412397

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## **TECHNICAL SPECIFICATIONS (TS) of** **Contract**

कॉरपोरेट कार्यालय: ए-11 सेक्टर-24, नोएडा-201301 (उ.प्र.), दूरभाष: 0120-2412294/2412445, फैक्स: 0120-2412397

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**TECHNICAL SPECIFICATIONS**

**1.0 Schedule of Rates (SOR) and Special Notes**

S.No.	Item code	Item Specification	UM	Quantity
1	IU0120021	Plug for 11/21-FV-34. PLUG: POS 5; TAG NO.: 11/21 FV-34, SERIAL No.: 84411-84412, CONTROL VALVE MODEL: 1-4821, ANGLE VALVE DN 2", ORDER No. PDWR/1034/7032/IDA-I-2024 DATED 10/01/1985. DWG No.: 1-85/151/0.	NO	1
2	IU0120026	Seat for 11/21-FV-34. SEAT: POS 6; TAG NO.: 11/21 FV-34, SERIAL No.: 84411-84412, CONTROL VALVE MODEL: 1-4821, ANGLE VALVE DN 2", ORDER No. PDWR/1034/7032/IDA-I-2024 DATED 10/01/1985. DWG No.: 1-85/151/0.	NO	1
3	IU0120027	Bushing for 11/21-FV-34. BUSHING SET CONSISTS OF (I) GUIDE BUSHING (QTY: 1): POS 9, (II) UPPER PACKING BUSHING (QTY: 1): POS 16e. TAG NO.: 11/21 FV-34, SERIAL No.: 84411-84412, CONTROL VALVE MODEL: 1-4821, ANGLE VALVE DN 2", ORDER No. PDWR/1034/7032/IDA-I-2024 DATED 10/01/1985. DWG No.: '1-85/151/0.	NO	1
4	IU0120028	Packing for 11/21-FV-34. PACKING RING SET CONSISTS OF (I) UPPER PACKING RING(QTY:2) :POS 263, (II) PACKING RING(QTY:5): POS 264, (III) LOWER PACKING RING(QTY:1): POS 265. TAG NO.: 11/21 FV-34, SERIAL No.: 84411-84412, ORDER No. PDWR/1034/7032/IDA-I-2024 DATED 10/01/1985. DWG No.: '1-85/151/0.	NO	1
5	IU1127221	Packing for 11/21-HV-06. PACKING RING SET CONSISTS OF (I) PACKING FOLLOWER(QTY:1) : POS 252, (II) UPPER PACKING RING(QTY:1) :POS 263, (III) PACKING RING(QTY:5): POS 264, (IV) LOWER PACKING RING(QTY:1): POS 265. TAG NO.: 11/21-HV-06, SERIAL No.: 84409-84410, CONTROL VALVE MODEL: 1-4821, ANGLE VALVE DN 3", ORDER No.: PDWR/1034/7032/IDA-I-2024 DATED 10/01/1985. DWG No.: 1-85/201/1.	NO	1
6	IU1127223	Plug with stem for 11/21-HV-06. PLUG WITH STEM: POS 5; TAG NO.: 11/21-HV-06, SERIAL No.: 84409-84410, CONTROL VALVE MODEL: 1-4821, ANGLE VALVE DN 3", ORDER No.: PDWR/1034/7032/IDA-I-2024 DATED 10/01/1985. DWG No.: 1-85/201/1.	NO	1
7	IU1127227	Guide Bushing for 11/21-HV-06. GUIDE BUSHING: POS 9; TAG NO.: 11/21-HV-06, SERIAL No.: 84409-84410, CONTROL VALVE MODEL: 1-4821, ANGLE VALVE DN 3", ORDER No.: PDWR/1034/7032/IDA-I-2024 DATED 10/01/1985. DWG No.: 1-85/201/1.	NO	1
8	IU1127423	Seat for 11/21-LV-05A. SEAT: POS 6; TAG NO.: FOR 11/21-LV-5A, SERIAL No.: 84650-84651, CONTROL VALVE MODEL: 1-6911, ORDER No.: PDWR/1034/7031/IDA-I-2038 DATED 02/01/1986. DWG No.: 4/85/7.	NO	1
9	IU1127424	Plug with stem for 11/21-LV-05A. PLUG WITH STEM: POS 5, 7 &12; TAG NO.: FOR 11/21-LV-5A, SERIAL No.: 84650-84651, CONTROL VALVE MODEL: 1-6911, ORDER No.: PDWR/1034/7031/IDA-I-2038 DATED 02/01/1986. DWG No.: 4/85/7.	NO	1

S.No.	Item code	Item Specification	UM	Quantity
10	IU1127464	Plug for 11/21-LV-61. PLUG: POS 5; TAG NO.: FOR 11/21-LV-5A, SERIAL No.: 84648-84649, CONTROL VALVE MODEL: 1-6911, ORDER No.: PDWR/1034/7031/IDA-I-2038 DATED 02/01/1986. DWG No.: 4/85/7.	NO	1
11	IU1127622	Seat for 11/21-PV-7A. SEAT: POS 6; TAG NO.: 11/21-PV-7A, SERIAL No.: 84397-84398, CONTROL VALVE MODEL: 1-4821, ANGLE VALVE DN 2", ORDER No.: PDWR/1034/7032/IDA-I-2024 DATED 10/01/1985. DWG No.: 1-85/101/1.	NO	1
12	IU1127623	Plug for 11/21-PV-7A. PLUG: POS 5; TAG NO.: 11/21-PV-7A, SERIAL No.: 84397-84398, CONTROL VALVE MODEL: 1-4821, ANGLE VALVE DN 2", ORDER No.: PDWR/1034/7032/IDA-I-2024 DATED 10/01/1985. DWG No.: 1-85/101/1.	NO	1
13	IU1127642	Seat for 11/21-PV-7B. SEAT: POS 6; TAG NO.: 11/21-PV-7B, SERIAL No.: 84399-84400, CONTROL VALVE MODEL: 1-4821, ANGLE VALVE DN 2", ORDER No.: PDWR/1034/7032/IDA-I-2024 DATED 10/01/1985. DWG No.: 1-85/101/1.	NO	1
14	IU1127643	Plug for 11/21-PV-7B. PLUG: POS 5; TAG NO.: 11/21-PV-7B, SERIAL No.: 84399-84400, CONTROL VALVE MODEL: 1-4821, ANGLE VALVE DN 2", ORDER No.: PDWR/1034/7032/IDA-I-2024 DATED 10/01/1985. DWG No.: 1-85/101/1.	NO	1
15	IU1127721	Packing for PV-210. PACKING: POS 27; TAG NO.: 31-PV-210, SERIAL NO.: 05449, CONTROL VALVE MODEL: 1-4691, ANGLE VALVE 1-1/2" ANSI 1500 RJ, DWG: 195-94/601.	NO	1
16	IU1127722	Gaskets for PV-210. GASKETS (QTY: 2 NOS) & SEAL (QTY: 1): POS 8, 14 & 41; TAG NO.: 31-PV-210, SERIAL NO.: 05449, CONTROL VALVE MODEL: 1-4691, ANGLE VALVE 1-1/2" ANSI 1500 RJ, DWG: 195-94/601.	NO	1
17	IU1127723	Seat for PV-210. SEAT: POS 6; TAG NO.: 31-PV-210, SERIAL NO.: 05449, CONTROL VALVE MODEL: 1-4691, ANGLE VALVE 1-1/2" ANSI 1500 RJ, DWG: 195-94/601.	NO	1
18	IU1127724	Plug for PV-210. PLUG WITH STEM: POS 5, 7 & 12; TAG NO.: 31-PV-210, SERIAL NO.: 05449, CONTROL VALVE MODEL: 1-4691, ANGLE VALVE 1-1/2" ANSI 1500 RJ, DWG: 195-94/601.	NO	1
19	IU2127084	Plug & Seat for 11/21-LV-73. PLUG & SEAT: POS 5,7,12 & 6; TAG NO.: 11/21-LV-73, SERIAL NO.: 85076-85077, CONTROL VALVE MODEL: 1-4411, ANGLE VALVE DN 1" ANSI 1500 RJ, ORDER NO.: PDWR/1034/520/IDA-L-250. DATED 02/01/1986, DWG: 11/86/100.	NO	1

**1.01 Special Notes:-**

**1.01.1 OEM Details:** The above items are of brand PARCOL which is owned by M/s KOSO PARCOL S.r.L, ITALY (OEM of the indented items). Only OEM or its authorized dealer/distributor/agents/supplier/channel partner/marketing representative can participate in this bid. In case the participating bidder is not OEM, then it has to submit valid (valid till the order is furnished) authorization certificate from OEM. Failure to do so shall lead to straight rejection of bid.

**1.01.2** The following Documents/Certificates, in Original, in Duplicate, shall have to be submitted along with the material:

- a. Certificate of Origin certifying the supplied item is manufactured in ITALY (or the same shall be mentioned by the bidder along with the bid, if other than ITALY.) on OEM's Letterhead (without any additional charge)
- b. Interchangeability Certificate ensuring the interchangeability of the supplied part with existing installed item



- c. The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. In case the material fails during guarantee period due to defective material or bad workmanship, you will have to replace/rectify the same free of cost. The guarantee certificate should indicate our order number and your invoice number. Guarantee Certificate shall be submitted along with despatch documents

\*\*\*\*End of SOR\*\*\*\*

**TECHNICAL SPECIFICATIONS...(CONTD.)**

**2.0 Online Template for confirmation on Techno-Commercial Points**

S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
1	Offer reference no. and date	Bidder must mention the reference no. of their offer and date. This shall be mentioned in every communication with the bidder for the tender.	
2	<b>Details which shall be required for the tender and to be mentioned in the Purchase Order in case of Placement of PO</b>	<b>Name of the Firm which shall be mentioned in the Purchase Order in case of placement of PO</b> <b>Address of the Firm which shall be mentioned in the Purchase Order or any further communication</b> <b>Contact Details (Name, email address and Mobile Number of the Concerned Official to whom contact shall be made during the currency of the tender as well as PO)</b>	
3	Item Description	As per S.No. 1 of TS: Schedule of Rates (SOR) and Special Notes	
4	Quantity Required	As per S.No. 1 of TS: Schedule of Rates (SOR) and Special Notes	
5	Earnest Money Deposit (EMD) Rs.1,00,000/- (Rupees One Lakh Only)	EMD of Rs.1,00,000/- (Rupees One Lakh Only) or equivalent amount in <b>EURO/USD/JPY</b> , to be furnished in the manner as explained in Clause No. 9.0 of GTC. Bidders shall indicate the details of DD/BG here. (Scanned copy of DD/BG to be uploaded).	
6	Type of Deposit: SECURITY DEPOSIT- CUM-PERFORMANCE BANK GUARANTEE	Successful Tenderer will have to furnish <b>SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE</b> equivalent to <b>5% of Order Value</b> for the faithful and proper fulfillment of the contract as per Clause No. 10.0 of GTC. Tenderers shall confirm their acceptance for the same.	
7	Offer Validity	Offers should be valid for 120 Days from bid opening date. Vendors confirm their acceptance	
8	Price Basis for Indian Bidders	Vendors shall indicate the basis of prices quoted by them i.e. Ex-Works/Godown or FOR/FOT (Name of Despatching Station) / FOR – Destination as per Price Bid Format (Annexure-E)	<b>NOT APPLICABLE</b>
9	Price Basis for Overseas Bidders	Overseas bidders shall quote the prices on <b>FCA, International Airport of the country concerned (Please indicate the name of Airport) in case of Air Freight or F.O.B. SEAPORT basis (Please indicate Port of Embarkation in your quotation)</b> as per <b>INCOTERMS 2020®</b> (Please indicate the name of Airport/). The FCA Price basis shall be inclusive of all costs up to the point of Aircraft. The consignment shall be handed over to our Consolidation-cum-Freight Forwarding Agent located in the country of participating bidder after clearance of all formalities related to export of goods and all charges paid up to Aircraft which shall be to Seller's account ( <b>Name and other details of our Freight Forwarding Agent will be intimated at the time of Order</b> ).	
10	Indian Agency Commission (For Overseas Bidders)	Percentage of Agency Commission, if any, included in quoted prices and payable to your Indian Agents in Indian Currency must be clearly indicated by the Foreign Bidders. Agency Commission, if applicable will be paid after satisfactory receipt and acceptance of material at our site. Please indicate the Name and Address of your Indian Agent	

S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
11	Enhancement of Rates after submission of Quotation not allowed	No enhancement of rates will be allowed once the quotation is submitted/accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.	
12	GST (For Indian Bidders)	The rate (%) of GST quoted & considered in Total Price to be mentioned by Vendor	<b>NOT APPLICABLE</b>
13	GST Identification Number (For Indian Bidders)	Tenderers shall invariably mention the GST Identification Number allotted to them.	<b>NOT APPLICABLE</b>
14	HSN Code	Tenderers shall invariably mention the HSN Code of the offered item	
15	Freight (For Indian Bidders)	If prices tendered are for delivery FOR – Despatching Station, then freight charges should be clearly mentioned in the Price Bid	<b>NOT APPLICABLE</b>
16	Transit Insurance (For Indian Bidders)	The rates should be exclusive of transit insurance from Despatch Station to our warehouse. The goods shall be covered under NFL's Open Marine Policy/NFL Open policy	<b>NOT APPLICABLE</b>
17	Transit Insurance (For Overseas Bidders)	NFL shall be responsible for the arrangement of transit insurance from the Port of Embarkation to NFL, Vijaipur Stores. The goods shall be covered under NFL's Open Marine Policy. The rates quoted shall be exclusive of transit insurance.	
18	Payment Term for Indian Bidders	100% payment within 30 days after receipt & acceptance of material at our site through RTGS. (Ref. Clause no. 14.02 of GTC)	<b>NOT APPLICABLE</b>
19	Payment Term for Overseas Bidders	100% Payment through Irrevocable Letter of Credit. The LC will be established through any Indian International nationalized/scheduled bank. Please confirm your acceptance. Please note that your Banker's charges including confirmation charges of LC shall have to be borne by you. However, Bank Charges in India shall be borne by NFL. Also in case of an Order, if validity of Letter of Credit is required to be got extended for reasons for which NFL is not responsible, then the Bank Commission for such extensions of LC shall be borne by you. (Ref Clause no. 14.03 of GTC)	
20	Delivery Period/Schedule (For Indian Bidders)	<b>To be indicated by the Bidder.</b>	<b>NOT APPLICABLE</b>
21	Delivery Period/Schedule (For Overseas Bidders)	Minimum delivery period on <b>FCA, International Airport of the country concerned (Please indicate the name of Airport) in case of Air Freight or F.O.B. SEAPORT basis (Please indicate Port of Embarkation in your quotation)</b> to be indicated by the Bidder.	
22	Price Firmness	Vendors to confirm that the quoted prices will remain firm till execution of the PO except variations in statutory duties/taxes	
23	Liquidated Damages for Delay in Supply	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. (Ref. Clause 17.0 of GTC)	
24	Packing	Shall be securely packed before dispatch so as to avoid any damage during transit. Please mention Net Weight/Gross Weight/Dimensions and Size of Packages etc. of the item being offered	
25	Mode of Despatch (For Indian Bidders)	By road preferably through TCI/ETO	<b>NOT APPLICABLE</b>
26	Mode of Despatch (For Overseas Bidders)	By Air to IGI Airport, New Delhi or By sea to Mumbai Seaport, India	
27	PAN Number (For Indian Bidders)	Vendors to indicate the PAN Number allotted to their firm/company and upload the scan of the PAN Card	<b>NOT APPLICABLE</b>

S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
28	Phytosanitary Certificate	Foreign Bidders may please confirm acceptance of submission of Phytosanitary Certificate as per details given in tender documents	
29	HS Code	Overseas Bidders shall mention the HS Classification Code	
30	MSMED Registration (For Indian Bidders)	See Clause No. <b>40.02</b> of GTC for details. In case no information is given by you, it will be presumed that you are not covered by the MSMED Act and consequently not eligible to the benefits admissible under the Act.	<b>NOT APPLICABLE</b>
31	Clear Understanding	When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.	
32	Relationship	It shall be certified by the Tenderers that none of NFL employee is related to Owners/ Directors of their Company/Firm (In case any relative is working in NFL, furnish details separately)	
33	*	It shall be certified by the Tenderers that none of NFL's ex-employee is employed in their Company/Firm (In case any ex-employee of NFL is employed, furnish details separately)	
34	*	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	
35	Debarment	Shall be as per Clause No. 27.035.0 of GTC	
36	Blacklisting/Delisting of Bidders previously	It shall be certified by the Tenderers that they have not been delisted/blacklisted by any Institutional Agency/Govt. Department/Public Sector Undertakings for participation in the Tenders and no other Firm/Sister Concern/ Associate belongs to the same group is participating/submitted the tender against this E-Tender	
37	Award of Contract	Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.	
38	Secrecy	Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.	
39	Compliance to statutory requirements/laws (for Indian Bidders)	The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.	<b>NOT APPLICABLE</b>
40	Laws governing Purchase Order	The purchase order shall be governed by the Laws of Union of India for the time being in force.	

S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
41	Subletting of Contract Not allowed	The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.	
42	Disputes	In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof (Applicable for Indian Bidders) and in accordance with Rules of ICC (for Overseas Bidders).	
43	Force Majeure	Shall be as per Clause No. 35.0 of GTC	
44	Arbitration	Arbitration Procedures shall be as per Clause 37.0 of GTC	
45	Jurisdiction	All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in the Courts located at Guna in the Guna district of Madhya Pradesh State	
46	Purchase Preference under Make in India	Bidders have to furnish the Self Certification form (Ref <b>Annexure-IV: Self Certification Form: Make In India (Local Content)</b> ) along with the bid as per Clause no. 40.01.1 of GTC.	
47	Seller Registration in GeM	As per Clause no. 41.0 of GTC, bidders are hereby informed that as per the Office Memorandum No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure (under Ministry of Finance), it is mandatory for the sellers to be registered on GeM (Government e-Market) and obtain a unique GeM Seller ID at the time of placement of order/acceptance of contract. Further, this ID shall have to be incorporated on the Contract/Purchase order. As such, in case you happen to be a technically acceptable successful bidder, your prior registration on GeM is essential before placement of Contract/Purchase order. <b>Kindly provide your GeM Seller ID.</b>	<b>NOT APPLICABLE</b>
48	Model Clause of Procurement	As per Clause no. 42.0 of GTC, bidders have to submit Annexure for Model Clause (Ref <b>Error! Reference source not found.</b> ) along with the bid.	
49	Uploading of Un-priced Format	Bidders will upload a copy of Unpriced Format of Price Bid (with Unit Price Blank and details of other columns) with Techno-Commercial Bid	
50	Submission of Integrity Pact	Bidders may kindly confirm the submission of Integrity Pact as per clause no. 12.0 of GTC as per <b>Annexure-VII: INTEGRITY PACT</b>	<b>NOT APPLICABLE</b>
51	Acceptance of NIT Terms and Conditions and uploading of complete Set of Tender Enquiry	Vendors will confirm their acceptance to the Terms and Conditions of the NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions	
52	Uploading of Other documents	Vendors may upload any other document (if required) and indicate the same	
53	Submission of Rates in the prescribed Price bid format	Kindly ensure to quote the prices as per the Price Bid Format enclosed for your ready reference.	

S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
54	Any Other Comment / Information /Remarks	No Deviation to the Terms & Conditions of NIT is allowed. Offers with any condition/deviation are liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	
55	<b>Submission of Documents as per Special Notes of Technical Specifications</b>	<p><b><i>The following Documents/Certificates, in Original, in Duplicate, shall have to be submitted along with the material:</i></b></p> <p><b><i>a. Certificate of Origin certifying the supplied item is manufactured in ITALY (or the same shall be mentioned by the bidder along with the bid, if other than ITALY.) on OEM's Letterhead (without any additional charge)</i></b></p> <p><b><i>b. Interchangeability Certificate ensuring the interchangeability of the supplied part with existing installed item</i></b></p> <p><b><i>c. The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. In case the material fails during guarantee period due to defective material or bad workmanship, you will have to replace/rectify the same free of cost. The guarantee certificate should indicate our order number and your invoice number. Guarantee Certificate shall be submitted along with despatch documents</i></b></p>	
56		Confirm that the rates quoted are same as charged from other PSUs/Govt. Departments.	

We hereby declare that we have read, understood and accepted all terms & conditions of NIT without any deviation. As a token of same, we are uploading herewith digitally signed Tender Document

Upload duly digitally signed Tender Document.

**Signature & Stamp of Tenderer**

**Date:**

\*\*\*\*End of TECHNO-COMMERCIAL Template\*\*\*\*



## नेशनल फर्टिलाइजर्स लिमिटेड

(भारत सरकार का उपक्रम)

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## NATIONAL FERTILIZERS LIMITED

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# PRICE BID FORMAT

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Corporate Office: A-11, Sector - 24, NOIDA - 201301 (U.P.), Tel: 0120 - 2412294 / 2412445, Fax: 0120 - 2412397

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

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

CIN No. L74899DL1974GOI007417 Website: <http://www.nationalfertilizers.com> Facebook: @nationalfertilizers

**PRICE BID FORMAT FOR INDIAN VENDORS**

The Dy. General Manager (Mats)  
National Fertilizers Limited  
Vijaipur – 473 111, Dist: Guna (M.P.)

Sub: Your NIT No. \_\_\_\_\_ dated \_\_\_\_\_, Due on: \_\_\_\_\_ for \_\_\_\_\_

Dear Sir,

1. With reference to above mentioned tender, we hereby submit our Price Bid for subject material as under:-

Sr.No.	Description	Unit	Quantity (A)	Basic Rate (B)	Amount (C=A x B)	GST (D)		Freight Charges, if any (E)	GST on Freight Charges (F)	Any other Charges (G)	Total Amount (C+D+E+F+G)
						(in %)	in Amount				
1											

**Price Basis: Ex Works / FOR – Our Place / FOR – Destination [Please specify]**

Discount (in %) if any	
P&F Charges (if applicable) _____ %	
GST _____ (if any)	
HSN Code of each item.	
GSTIN NO.	
Freight from our Works to Guna / NFL, Vijaipur [Extra or Inclusive Please specify]	
GST on freight: (if any) %	
Transit Insurance	(By Supplier / By NFL)
Any other charges (Please specify)	
Offer Valid upto 120 days from TOD/Due Date	Yes / No.
Delivery Period	
Payment Terms as per NIT. (i.e. within 30 days after receipt & acceptance of materials)	Yes / No

I/We have read all the terms and conditions of the NIT and the Annexure(s) thereto and agree to accept and abide by the same in toto. The above quotation has been prepared after taking into account all the terms and conditions of the NIT.

Dated: \_\_\_\_\_ Signature of Tenderer or their Authorized Representative \_\_\_\_\_  
 Name & Address of Tenderer \_\_\_\_\_  
 Place: \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Fax No. \_\_\_\_\_  
 Email ID \_\_\_\_\_

**Notes:**

- Price basis should be clearly indicated in the offer and break up of the rates should be given accordingly
- Deviations (if any) to NIT terms and conditions should be spelt out clearly.

\*\*\*End of Price Bid Format for Indian Vendors\*\*\*



**PRICE BID FORMAT FOR FOREIGN VENDORS**

The Dy. General Manager (Mats)  
National Fertilizers Limited  
Vijaipur – 473 111, Dist: Guna (M.P.)

Sub:- Your NIT No. \_\_\_\_\_ dated \_\_\_\_\_, Due on: \_\_\_\_\_ for \_\_\_\_\_

Dear Sir,

1. With reference to above-mentioned tender, we hereby submit our Price Bid for subject material as under:-

S.No.	Particulars	Amount & Currency
1		
Price Break up		
1.	Total Value of Material on Ex-Works Basis	
2.	Packing Charges (if any)	
3.	Inland Freight from Our works to Port of Embarkation (i.e. FCA/ FOB Charges), if any	
4.	Miscellaneous Charges (if any) (Please specify)	
5.	GRAND TOTAL (on F.C.A./ F.O.B. basis)	
6.	Whether quoted for Sea freighting or Air freighting (Please specify)	
5.	Port of Embarkation	
6.	Delivery Period from the date of receipt of PO/ Letter of Credit	
7.	Payment Terms by Irrevocable Letter of Credit	YES

I/We have read all the terms and conditions of the NIT and the Annexure(s) thereto and agree to accept and abide by the same in toto. The above quotation has been prepared after taking into account all the terms and conditions of the NIT.

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Tenderer or their Authorized Representative \_\_\_\_\_  
Name & Address of Tenderer \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax No. \_\_\_\_\_  
Email ID \_\_\_\_\_

**Notes:**

1. All bank charges shall be borne by the supplier.
2. NFL shall be responsible for arrangement of transit insurance from Port of Embarkation to our Stores. The rates shall be exclusive of Transit Insurance.
3. Price basis should be clearly indicated in the offer and break-up of the rates should be given accordingly
4. Deviations (if any) to NIT terms and conditions should be spelt out clearly.

**\*\*\*\*End of Price Bid Format for Foreign Vendors\*\*\*\***



## नेशनल फर्टिलाइजर्स लिमिटेड

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# INSTRUCTIONS TO BIDDERS (ITB)

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CIN No. L74899DL1974GOI007417 Website: <http://www.nationalfertilizers.com> Facebook: @nationalfertilizers

**INSTRUCTIONS TO BIDDERS (ITB)**

**1.0 Mode of Tendering:**

The Vijaipur Unit of National Fertilizers Limited intends to invite bids for the 'Procurement of Spares of PARCOL make Control Valves' under **Single Part** Bidding.

**2.0 Mode of Offer Submission:**

In the bidding process, quotation are required to be submitted in 'Hard Copy under Sealed Envelope' as is being done conventionally as per below details: You may also submit your Quotation through email. However, hard copy of the offer submitted through email must be sent through post subsequently.

S.No.	No. of Envelopes	Content to be superscribed on the envelope	Details of documents to be submitted in each envelope
1	Part-1 Envelope	Tender No. <b>NFV/PUR/BIU230882/Y</b> <b>Dated: 28-June-2024</b> for <b>Procurement of Spares of PARCOL make Control Valves</b> Techno-Commercial Bid (PART-1) (UNPRICED)	<ul style="list-style-type: none"> <li>• Details of Submission of EMD amount as per GTC clause no. 9.0</li> <li>• Signed and Stamped Copy of NIT with duly filled Techno-Commercial Checklist</li> <li>• Signed and Stamped Copy of unpriced price Bid format (enclosed in the NIT) mentioning "QUOTED" in the required fields</li> <li>• In case bidder wants to avail the preference under "MAKE IN INDIA POLICY" as Class-I or Class-II bidder (Details at Clause no. Annexure-IV: Self-Certification Form: Make In India (Local Content) of GTC), bidders have to submit Annexure-IV on the letter head of bidder's company <del>duly signed and certified from their statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content</del></li> <li>• <del>False declaration may lead to suitable action as mentioned in the GOI's relevant and latest OM.</del></li> <li>• <del>Annexure-V (MODEL CLAUSE CERTIFICATE)</del></li> <li>• <del>Duly Signed Integrity Pact</del></li> <li>• Deviation Sheet, if any</li> <li>• Any other relevant documents required without mentioning of any type of price</li> <li>• <b>PRICE BID as per the mentioned Format</b></li> </ul>
2	Part-2 Envelope	Tender No. for Commercial Bid (PART-2) (PRICED)	<ul style="list-style-type: none"> <li>• Price Bid as per the enclosed format</li> </ul>

**3.0 Contact Details:**

For queries regarding e-tendering process, you may contact as under:

**3.01 National Fertilizers Limited, Vijaipur Unit (For Tender details)**

i.	Name: Shri Ayush Kumar, Assistant Manager (Materials) Contact No.: 08707700859 Email: <a href="mailto:ayush@nfl.co.in">ayush@nfl.co.in</a>
----	--------------------------------------------------------------------------------------------------------------------------------------------------

**4.0 Tender Schedule:**

The Notice of issue of Tender Enquiry and Detailed Schedule for downloading the NIT documents, Submission of Bids, Tender closing and opening, and subsequent clarification/ amendment in schedule etc. shall be communicated to the vendors separately by emails/hardcopy. The same is also available on the mentioned websites against this tender.

Note: After expiry of date & time for a particular activity as mentioned above, 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.

**5.0 Instructions to Tenderers:**

- 5.01** Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender documents before proceeding for preparation of their Bid.
- 5.02** No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
- 5.03** NFL shall not be held responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits any invalid bid due to any reason whatsoever including typing mistake/human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.

**6.0 Tender Opening:**

Tenders will be opened by NFL from Vijaipur Office.

**7.0 Quantity variation:**

The quantity indicated in this tender is our estimated requirement which may vary at the time of ordering at the sole discretion of NFL.

**8.0 Basis of Contract Finalization:**

The contract shall be finalized on **Total Delivered Cost** basis

**9.0 NFL's Right in this tender:**

- 9.01** NFL reserves the right to negotiate with the lowest bidder at its sole option. In such case, the negotiations shall be held with the lowest bidder only at NFL Vijaipur and prior intimation shall be given by NFL to such bidder.
- 9.02** NFL reserves the right to reject or accept any tender without giving any reason.

**10.0 Availability of this tender:**

The NIT will be posted on e-publishing Portal of Central Public Procurement Portal i.e. <https://eprocure.gov.in/epublish/app> from where the vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids accordingly. NIT shall also be published on our NFL website i.e, <https://nationalfertilizers.com> .



## नेशनल फर्टिलाइजर्स ल मटेड

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# GENERAL TERMS AND CONDITIONS (GTC) of CONTRACT

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CIN No. L74899DL1974GOI007417 Website: <http://www.nationalfertilizers.com> Facebook: @nationalfertilizers

**GENERAL TERMS AND CONDITIONS (GTC)**

**1.0 Price Firmness**

The quoted rates shall remain firm during the validity period of Purchase Order except for variations in statutory levies. The increase in statutory levies if any shall be borne by NFL provided the supplies are made as per schedule. However, in case of decrease in statutory levies, if any, payment shall be made on actual basis.

**2.0 Compensation for submission of Tenders:**

Tenderers shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though NFL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.

**3.0 Clarification on bidding documents**

For any clarification on this Invitation of Bid, Bidders may contact the corresponding individuals.

i.	Name: Shri Ayush Kumar, Assistant Manager Contact No.: 08707700859 Email: <a href="mailto:ayush@nfl.co.in">ayush@nfl.co.in</a>
----	--------------------------------------------------------------------------------------------------------------------------------------

**4.0 Language of Bid**

The bid prepared by the Bidder and all correspondence/drawings and documents relating to the bid exchanged between the Bidder and the Owner shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by English translation in which case, for purpose of interpretation of the bid, the English translation shall govern.

**5.0 Change in Tender Schedule:**

NFL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the tenderers well in time by email/fax/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the vendor to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. NFL shall not be responsible if a vendor is not able to participate in any activity related to this tender due to change in tender schedule. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day

**6.0 Acceptance/Rejection of Bids:**

Notwithstanding anything to the contrary contained herein, NFL reserves the right to accept or reject, at its sole discretion, any Bid/all bids in whole or in part and/or accept other than the lowest bid without assigning any reasons thereof and to annul the bidding process at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for NFL's rejection. No correspondence will be entertained with regard to acceptance or rejection of an offer. NFL is also not bound to disclose the reasons for rejection of the offer to the tenderers.

**7.0 Right to vary/split the order**

NFL shall have the right to vary the quantities, split and place the order on more than one supplier wherever considered necessary without any liability of any kind whatsoever.

**8.0 Variation in Quantity**

Measurement of NFL will be final and binding on the supplier. Payment will be made for the actual quantities received by NFL.

**9.0 Earnest Money Deposit: Rs.1,00,000/- (Rupees One Lakh Only)**

**9.01** Tenderers must submit Earnest money deposit of Rs.1,00,000/- (Rupees One Lakh Only) or equivalent amount in **EURO/USD/JPY**. EMD will be submitted by way of :-

- i) E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as under:-
  - a. NFL's Account No. **1 0 3 4 6 6 7 3 3 1 1**

- b. Name of Bank: **State Bank of India**
- c. Branch Name: **NFL Vijaypur (NFL Complex)**
- d. Branch Code: **30282**
- e. IFS Code: **SBIN 0030282**

**After depositing the amount through RTGS/NEFT, the bidders will be required to immediately inform us the details of amount deposited i.e. Depositor's name, our NIT No. and nature of deposit (i.e. Cost of tender form/EMD/SD-PBG etc.) through e-mail to [facashvp@nfl.co.in](mailto:facashvp@nfl.co.in) & [ayush@nfl.co.in](mailto:ayush@nfl.co.in).**

or

- ii) Bank Guarantee from any Scheduled/Nationalized Bank (except Rural/Co-Operative Banks) as per our prescribed format (see **Annexure-VI: Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)**). The Bank Guarantee should be valid for a period of 120 days from Tender Opening Date and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module). **The Vendor/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code ICIC0000031, as per following details:**
  - a. **IFN 760 COV for issuance of bank guarantee.**
  - b. **IFN 767 COV for amendment of bank guarantee.**
  - c. **Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.**
  - d. **Issuing bank shall be mention NFL beneficiary code as " NFLNATIONAL04022015" field 7037 of IFN 760 COV/IFN 767 COV.**

**In case the Bank Guarantee is from an overseas bank, the same shall be got counter-guaranteed by an Indian Scheduled Bank (except Rural or Co-Operative Bank). The Bank Guarantee shall be valid as per the terms and conditions of the NIT and you shall give an undertaking for extension of the validity of the BG in case the same is desired by NFL. (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).**

- iii) **Cheques shall not be accepted in any case.**

- 9.02** Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by Bank Guarantee, it should be ensured by the vendor that the original Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of Bank Guarantee given online by the vendors. There is no exemption to any category of tenderers from submission of Earnest Money.
- 9.03** Earnest money shall be forfeited at the sole discretion of NFL in case tenderer after intimation from NFL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.
- 9.04** Earnest Money of the successful tenderers shall be returned on submission of security deposit.
- 9.05** Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible.
- 9.06** No interest will be paid on the Earnest Money Deposit.
- 9.07** EMD submitted by the successful tenderers can be adjusted against SD or PBG or SD-cum-PBG.

**10.0 Type of Deposit: SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE: (5% of Order Value)**

- 10.01** Successful Tenderer, for the faithful and proper fulfillment of the contract, shall have to furnish **SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE** equivalent to **5% of Order Value** within 30 days of receipt of Purchase Order which shall be valid for the period covering **Delivery Period + Guarantee/Warranty Period + Claim Period of 3 months**. Security Deposit shall be furnished in the form of:-

- ii. E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as under:-
  - a. NFL's Account No. **1 0 3 4 6 6 7 3 3 1 1**
  - b. Name of Bank: **State Bank of India**
  - c. Branch Name: **NFL Vijaypur**
  - d. Branch Code: **30282**
  - e. IFS Code: **SBIN0030282**

OR

- iii. By way of a Bank Guarantee from any Nationalized/Scheduled Bank (except Rural and Co-operative Banks) in the format prescribed by NFL (**see Annexure-III** Annexure-III: SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE). The Bank Guarantee should be valid for the period covering the Delivery Period + Guarantee/Warranty Period + Claim Period of 3 months

**The Vendor/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code ICIC0000031, as per following details:**

- a. **IFN 760 COV for issuance of bank guarantee.**
- b. **IFN 767 COV for amendment of bank guarantee.**
- c. **Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.**
- d. **Issuing bank shall be mention NFL beneficiary code as "NFLNATIONAL04022015" field 7037 of IFN 760 COV/IFN 767 COV.**

***In case the Bank Guarantee is from an overseas bank, the same shall be got counter-guaranteed by an Indian Scheduled Bank (except Rural or Co-Operative Bank). The Bank Guarantee shall be valid as per the terms and conditions of the NIT / subsequently issued Purchase Order and you shall give an undertaking for extension of the validity of the BG in case the same is desired by NFL. (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).***

- 10.02** Security Deposit shall be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. NFL shall have the sole discretion to 'Call in' the Bank to pay the whole or part of the amount of Bank Guarantee.
- 10.03** The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.
- 10.04** In the event of breach of any of the terms and conditions of the contract, NFL shall have the right to draw from the Bank Guarantee/Security Deposit either the whole or part of value of Bank Guarantee or Deposit and tenderer shall make good the value of Bank Guarantee/Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.
- 10.05** The amount so drawn shall not in any way effect any remedy to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing hereupon.
- 10.06** In the event of forfeiture of whole or part of the Security Deposit, the tenderer shall deposit further sum/sums so as to maintain the full security amount deposit as per Clause above.
- 10.07** The Security Deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by NFL. It shall be lawful for NFL, if any difference or dispute is likely to exist, to defer the release of Security Deposit or any portion thereof, which may be due for release until such difference and dispute had been finally settled or adjusted.
- 10.08** The Security Deposit amount shall not carry any interest.

#### **11.0 Price Submission:**

The tenderer shall quote the price strictly as per the Proforma enclosed for schedule of prices. 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:

#### **~~11.01 For Indian Bidders~~ **NOT APPLICABLE****

- 11.01.1** ~~Indian Bidders shall quote the rates on **FOR — NFL Stores, Vijaipur basis** giving the break-up of prices as per the enclosed Price Bid Format.~~

~~If for any reason, prices tendered are for delivery **FOR — Forwarding Station**, then freight charges together with the gross weight of the material should be clearly mentioned in the quotation.~~

~~NFL, shall, however, reserve the right to enter into a contract either on Ex Works, F.O.R. Despatch Station or F.O.R. Destination basis at its sole discretion.~~

#### **11.01.2 Packing and Forwarding Charges:**

~~In case the rates quoted are on **Ex Godown/Ex Factory basis**, then Packing and Forwarding charges should either be included in the quoted basic price or stated separately in definite terms (if applicable).~~



### 11.01.3 Goods & Services Tax (GST):

11.01.3.1—Bidders shall mention the applicable rates of GST in their bid for the quoted items indicating clearly the HSN Codes and the applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). The GST shall be paid by NFL against GST Invoice. In case any Tax/Duty is not clearly specified in the Price Bid, then it will be presumed that no such Tax/Levy is applicable or payable by NFL.

11.01.3.2—Bidder/Supplier shall have valid GSTIN/GST Provisional ID and provide Invoice and all other documentation (such as E Way bill, transportation copy of invoice, etc.) 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.

11.01.3.3—Tenderers shall note that the prime responsibility for assessment in respect of GST rests with the Contractor/Supplier. Therefore, liability of NFL is restricted to the extent of GST only i.e. excluding interest or penalty, if any. It must therefore be ensured by the Contractor himself that the GST is deposited with appropriate authority in time and the manner as prescribed by the Law.

#### 11.01.3.4 Deduction of TDS on GST:

As per GST Act 2017, TDS is to be deducted from the payments made to the Supplier. Supplier shall be required to accept the same on the GST Portal within 3 days from due date of filing of TDS return (GSTR7) by NFL to enable us to issue the TDS Certificate to the Contractor in time. If the Supplier fails to accept the same in the GST Portal, Penalty, if any, imposed by GST Authority, will be recovered from the Contractor

#### 11.01.3.5 GST of Vijaipur Unit

Taxpayer's Trade Name: National Fertilizers Limited, Vijaipur, Guna

Taxpayer's Legal Name: National Fertilizers Limited

**GST Identification No.:** 23AAACN0189N2ZB

**PAN:** AAACN0189N

### 11.02 Overseas Bidders:

11.02.1 Overseas bidders shall quote the prices on FCA, International Airport of the country concerned (**Please indicate the name of Airport**) in case of Air Freight or F.O.B. SEAPORT basis (**Please indicate Port of Embarkation in your quotation**) in case of Sea-freighting, on as per INCOTERMS 2020<sup>®</sup> as per Price Bid format. The FCA, International Airport price basis shall be inclusive of all costs up to the point of Aircraft and the consignment shall be handed over to our Consolidation-cum-Freight Forwarding Agent located in the country of participating bidder after clearance of all formalities related to export of goods and all charges paid up to Aircraft which shall be to Seller's account. Name and other details of our Consolidation-cum-Forwarding Agent shall be intimated at the time of placement of Purchase Order and their House Air Way Bill/Bill of Lading will only be acceptable in the event of placement of Order.

#### 11.02.2 Indian Agency Commission:

**Percentage of Agency Commission**, if any, included in quoted prices and payable to your Indian Agents in Indian Currency must be clearly indicated. Agency Commission, if applicable, will be paid after satisfactory receipt and inspection of material at our site. **The Name and Address of your Indian Agent** should be given in the quotation.

11.03 Any variation in Statutory Duties/Taxes within the contractual delivery period shall be to NFL's account and beyond contractual delivery period, all upward variations in statutory levies shall be to Supplier's account.

11.04 No escalation will be allowed due to any increase in statutory duties/levies in case an extension is sought by the Supplier beyond stipulated delivery period.

11.05 Quoted rate(s) on FCA, International Airport (Overseas Vendors) and Ex-works/FOR prices (Indian Vendors) should remain firm till complete execution of the order. Vendors should confirm the same in their offers.

11.06 No enhancement of rates will be allowed once the quotation is submitted / accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.

### 12.0 Signing of Integrity Pact **NOT APPLICABLE**

Bidders will sign the Integrity Pact, attached separately with this Tender Document (see Annexure VII: INTEGRITY PAC), which is an integral part of Tender Documents and upload it along with their Unpriced Techno-Commercial Bids. The Bidder who fails to upload the Integrity Pact will stand disqualified from the tendering process and the bid of the bidder will be rejected. Details regarding Integrity Pact can be viewed on our website [www.nationalfertilizers.com](http://www.nationalfertilizers.com) along with the E-Tender Website

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, Contractors, 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 buyer 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. Independent External Monitors (IEMs) nominated by Central Vigilance Commission (CVC) shall monitor the activities. Any tender related complaint, for tenders covered under Integrity Pact above, may be addressed to the Independent External Monitors (IEMs) as per details given below

1. —Shri Hermanprit Singh  
12, Bevedre Road, Alipore, Kolkata-700027  
E-mail: [hermanprit@gmail.com](mailto:hermanprit@gmail.com)

2. —Shri Rakesh Kumar Agrawal  
A-15, Ground Floor, South Extension part II, New Delhi-110049  
E-mail: [rkagrawal1958@gmail.com](mailto:rkagrawal1958@gmail.com)

Bidders must ensure that duly signed copy of the Integrity Pact has been uploaded along with tender documents

### 13.0 **Conversion to Single Currency**

To facilitate evaluation and comparison, NFL will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees based on the exchange rate for TT Selling prevailing on the date of price bid opening as notified by any Indian Nationalized/Scheduled Bank/published in reputed/largely circulated Newspapers such as Economic times (India)/Financial Express (India) etc. However, evaluation may be rechecked with such exchange rate as on the date of decision on vendor selection.

### 14.0 **Payment Terms:**

**14.01 NFL will not make any advance/progressive payments.** Offers with advance payment terms are liable to be ignored / will be loaded suitably.

**14.02 ~~For Indian Bidders~~ **NOT APPLICABLE****

**~~Our Standard Payment term for Indian bidders is "100% Payment within 30 days of receipt and acceptance of material at site through RTGS/NEFT modes".~~** Bidders may provide the following details in their quotations:-

- a) ~~Name of the Bank, Branch's Name and address and Branch Code~~
- b) ~~Account Number and Type~~
- c) ~~RTGS/IFSC/MICR Code of the Bank~~

~~Our Bankers: **State Bank of India, NFL Vijaipur Branch (Code: 30282), NFL Township, Vijaipur—473111, Dist: Guna (MP)**~~

### 14.03 **For Overseas Bidders:**

Our Standard Terms of Payment for Overseas Bidders are **"100% payment through Irrevocable Letter of Credit"**. The LC will be established through any reputed Indian Nationalized/Scheduled Bank.

**14.03.1** Please note that Seller's Banker's charges including confirmation charges of Letter of Credit shall have to be borne by the Seller. However, Bank Charges in India shall be borne by NFL. Also in case of an Order, if validity of Letter of Credit is required to be got extended/amended for reasons for which NFL is not responsible then the Bank Commission for such extensions/amendments of Letter of Credit shall be borne by the Seller

### 14.03.2 **Agency Commission:**

Agency Commission, if any included in the quoted prices and payable to your Indian Agents, will be paid in INR through RTGS/NEFT after satisfactory receipt and inspection of material at our site.

### 15.0 **Validity of Tenders:**

The tenders must be valid for acceptance for 120 (One Hundred and Twenty) days from Bid Opening Date.

### 16.0 **Delivery Period**

Bidders shall indicate the shortest and firm delivery period for the supply of material from the date of issue of Purchase Order.

Tenderers may note that in case of delayed delivery beyond the stipulated delivery even though normal extension of completion time is allowed by NFL, all extra costs on account of changes of statutory regulations/Acts, or increase in price on any other account including price, if any, shall not apply to the Purchase Order Price and shall be borne by the Supplier.

**17.0 Liquidated Damages Charges/Penalty for Late Delivery:**

**17.01 For Delay/Non-Supply of Goods:**

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 the 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.

**17.02 For Delay in completion of the commissioning (where commissioning is also part of the Purchase Order):**

In case of delay in completion of the commissioning from the date of site handover to vendor (where commissioning is also part of the Purchase Order), unless extension has been granted by us on application by the suppliers, liquidated damages at a sum equal to ***1 % of the contract value per week of delay or part thereof subject to a maximum of 10 % (ten percent) of commissioning value*** should be levied.

**18.0 Transportation and Transit Insurance**

**18.01** Tenderers shall confirm that they will supply the material securely packed in a good transport worthy packing so as to avoid damage to the material during transit and storage.

**18.02** The delivery of material at NFL Stores will be in the scope of the supplier. Please confirm acceptance and quote your rates accordingly.

**18.03** We shall put in our best efforts to unload the material on priority on working days. But in case of delay, we shall not pay any detention charges.

**18.04 Transit Insurance**

**18.04.1** NFL shall be responsible for the arrangement of Transit Insurance from the Port of Export to its Warehouse under NFL's Open Marine Policy/Open Policy. The rates quoted on FCA/FOB basis shall be exclusive of transit insurance. ~~NFL will arrange Transit Insurance Cover for the material from the Port of Embarkation/Airport to NFL VIJAIPUR for which supplier will inform shipping details at least 30 days prior to shipping of material.~~

**18.04.2** The rates should be exclusive of transit insurance from Despatch Station to our warehouse. The goods shall be covered under NFL's Open Marine Policy/ NFL's Open Policy. ~~NFL will arrange Transit Insurance Cover for the material from Despatch Station to NFL VIJAIPUR for which supplier will inform shipping details at least 30 days prior to shipping of material.~~

**19.0 Destination for booking:**

**19.01 For Foreign Vendors:**

- a. By Air - IGI Airport, New Delhi, India
- b. By Sea - Mumbai/Nhava Sheva/JNPT Seaports, Mumbai, India

~~**19.02 For Indian Vendors **NOT APPLICABLE:****~~

- a. By Road: DOOR DELIVERY AT NFL VIJAIPUR SITE
- b. Consignee: STORES INCHARGE, MATERIALS DEPARTMENT  
NATIONAL FERTILIZERS LIMITED, VIJAIPUR  
DIST. GUNA (MP), PIN: 473111

**20.0 Variation in Weighment **(NOT APPLICABLE)****

~~**20.01** Weighment at weighbridge of NFL will be final and binding on the supplier.~~

~~**20.02** Weigh bridge tolerance for shortage observed in weight up to 0.5% will be allowed. No recovery shall be affected for shortage limited to the above.~~

~~**20.03** In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.~~

**21.0 Inspection of Material**

The material will be inspected at NFL Stores, Vijaiapur only after receipt and its report shall be final and binding.

**22.0 Acceptance/Rejection of Material:**

Subsequent to an order being placed against your Quotation, received in response to this Enquiry, if it is found that the material supplied are not of the right quality or not in accordance with our specifications (required by us) or received in

damaged conditions, not satisfactory owing to any reason of which we (NFL) shall be the sole judge, we shall be entitled to reject the material, cancel the contract and buy our requirement from open market/other sources and recover the loss, if any, from the supplier reserving to ourselves the right to forfeit the Security Deposit cum Performance Bank Guarantee, furnished by the Supplier against the contract. The supplier will make his own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter, material will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges as applicable, will be recoverable from the supplier.

### **23.0 Material Dispatching Instructions for Foreign Vendors**

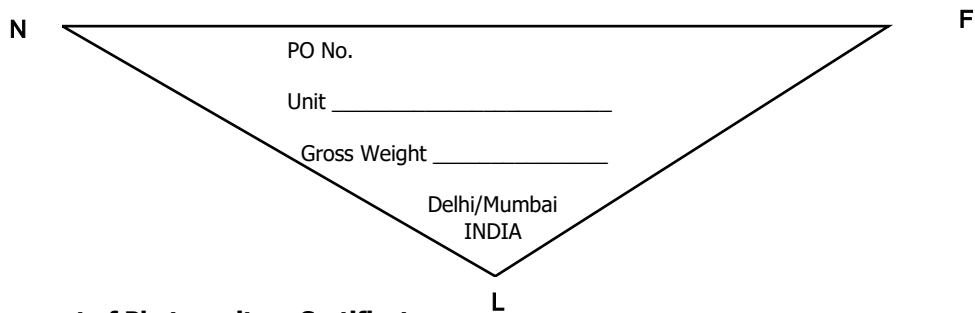
**23.01** Goods received short or in damaged condition will have to be replaced by the Supplier FREE OF COST with Custom Duty, Freight & Insurance Charges to the Supplier's account, if such shortages or damages are not due to peril in transit.

**23.02** In case of an Order, Vendors will have to furnish following dispatch documents:

- a. Signed Invoice
- b. Air Way Bill/ Bill of Lading
- c. Packing List
- d. Certificate of Origin [Please specify Country of Origin in your quotation]
- e. Test/Conformity/Interchangeability Certificate
- f. Guarantee Certificate
- g. Prior Fax/Cable Advice to Insurance Company giving details of shipment
- h. Phytosanitary Certificate

**23.03** In case the quantities of material shipped are not found as per Invoice, the Custom Duty and other Charges in case of foreign bidders, if any, payable by NFL on the short-supplied items will have to be reimbursed by you to NFL

**23.04** Following marking shall be done on the outer package of the consignment:



### **23.05 Requirement of Phytosanitary Certificate:**

**23.05.1** As per the orders of Government of India, no article packed with raw/solid wood packaging material shall be allowed to be imported in India unless the wood packaging material has been properly treated and marked as per ISPM-15 or is accompanied by a Phytosanitary Certificate with the treatment endorsed.

**23.05.2** The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @48 g/m<sup>3</sup> for 16 hours at 21°C and above or any equivalent thereof or heat treatment (HT) of 56°C for 30 min. (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatment provided that these meet the HT specifications of the ISPM-15.

**23.05.3** Any article, if found packed with raw/solid wood packaging material without specified treatment and without marking as per ISPM-15 or if not accompanied by phytosanitary certificate with treatment endorsed, as the case may be, shall be considered untreated and import of material shall not be allowed and such material shall be released by the Custom Authorities only after ensuring that wood packaging material has been properly treated at the point of entry under the supervision of Plant Quarantine Officer which shall result in extra cost and delay in clearance of material resulting in levy of penalties/wharfage etc. All such extra cost/penalties/wharfage shall be recoverable from the supplier.

**23.05.4** Provided that above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as plywood, particle board, oriental strand board or veneer that have been created using glue, heat and pressure or combination thereof. Also the above conditions shall not be applicable to wood packaging material such as veneer peeler cores, saw dust, wood wool and shavings and thin wood pieces (less than 6 mm thickness), unless they are found to be harboring any regulated pests specified.

**24.0 Clear understanding:**

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

**25.0 Representation:**

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.

**26.0 Relationship:**

**26.01** The prospective tenderers having any common partners/Directors/Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible for participating in the tender.

Tenderers have to submit a declaration along with the Technical Bid declaring:-

- a. That no other Firm/Sister Concern/Associate belonging to the same group is participating/submitting offer against this tender.
- b. That the bidders, their associates, sister concerns etc. have not been blacklisted by any Institutional Agency/Government Department/Public Sector Undertakings in the last two years.

In case of concealment of any fact, if detected later on, such tenderer will be debarred from all future dealings with NFL.

**26.02** It shall be certified by the tenderer that:-

- a. None of the NFL employee is related to owners/ directors. (In case any relative is working in NFL, furnish details separately).
- b. None of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).
- c. None of blood relation of the owners/directors is participating in this tender in the name of other firm.

**26.03** Should a tenderer or contractor have a relation/s or in case of a firm or Company of contractor's one or more of its shareholders or relations of shareholders employed in the N.F.L., the tenderer must disclose the names of such relation/s while submitting his offer, failing which, N.F.L. may at its sole discretion reject the tender or rescind the contract.

**27.0 Debarment**

**27.01 Debarment of Tenderers on making baseless complaints**

If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/rigging/influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders up to a period of two (2) years.

**27.02 Debarment of Firm and Allied Firm in case of conviction of offence**

A bidder shall be debarred if he has been convicted of an offence:

- a. Under the Prevention of Corruption Act, 1988; or
- b. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

A bidder debarred under above sub-section or any successor of the bidder shall not be eligible to participate in a procurement process, for a period not exceeding three years commencing from the date of debarment.

**27.03 Other Conditions of Debarment of Firm and Allied Firm:**

Apart from above conditions, NFL shall initiate the debarment proceedings in case of following conditions as well:

- a. Bribery, dishonesty, mal-practice, submission of forged documents, misrepresentation, spurious supplies, fails to refund the amount due to the Company, fails to return the material issued for reprocessing/manufacturing.
- b. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the NFL, warrants debarment for the reasons like: "supply of sub- standard material, non-supply of material, abandonment of works, sub-standard quality of works, Bidder repeatedly fails to perform, causes abnormal delays, supplies sub-standard material, fails to rectify/settle discrepancies in the supplies within a reasonable time.

- c. **Cartel Formation / Pool Rates/Bid rigging/Collusive bidding etc.:** Quoting of pool rates/Cartel formation, bid rigging/collusive bidding is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices should be severely discouraged with strong measures.

- 27.04** Suitable administrative actions like rejecting the offers, reporting the matter to Competition Commission of India, on case to case basis, as decided by the NFL.
- 27.05** NFL may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser. NFL may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.
- 27.06** NFL will maintain such list which will also be displayed on NFL website.
- 27.07** The terms 'banning of firm', 'suspension', 'Black-listing' etc convey the same meaning as of 'Debarment'.
- 27.08** Before debarment, the bidder shall be given a reasonable opportunity to represent such debarment.
- 27.09** An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
- 27.10** Debarment in any manner does not impact any other contractual or other legal rights of the NFL
- 27.11** The Debarment shall be automatically extended to all its "allied firms". In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order.

**Definitions:**

- a) **Firm:** The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged intrade or business.
- b) **Allied firm:** All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
1. Whether the management is common;
  2. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
  3. Substantial or majority shares owned by the banned /suspended firm and by virtue of this it has a controlling voice.
  4. Directly or indirectly controls or is controlled by or is under common control with another bidder.
  5. All successor firms will also be considered as allied firms.

**28.0 Award of Contract:**

Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.

**29.0 Subletting of Contract:**

The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.

**30.0 Compliance with Statutory Requirements**

The tenderer shall comply with all statutory requirements and laws in performing the contract. The responsibility for action/safety or his employees while performing the contract by the tenderer shall be solely his.

**31.0 Indemnity**

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. In the event of order, the Tenderer shall indemnify and save harmless NFL and or customer from all claims, losses, demands, causes of action or studies arising out of the services, labour, equipment and material supplied.

**32.0 Compliance with Central/State Laws**

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.

**33.0 Laws Governing Purchase Order**

The purchase order shall be governed by the Laws of Union of India for the time being in force.

**34.0 Secrecy**

Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.

**35.0 Force Majeure:**

Neither party shall 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 commutation, fire, riot, earthquake, draught, floods, crop failure, strike, major break down of the plant or Acts of God or due to any restraint or regulation of the State or Central Government or a Local Authority/ies, 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 documentary evidence supporting the working of force majeure clause.

On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which force majeure to be effected.

**36.0 Disputes:**

In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof (Applicable for Indian Bidders) and in accordance with Rules of SIAC (for Overseas Bidders).

**37.0 Arbitration:**

- The contract shall be governed by and construed in accordance with the laws of India.
- Execution of Purchase Order shall be continued by the Supplier during the Arbitration proceedings unless otherwise directed in writing by NFL

**37.01 For Indian Bidders NOT APPLICABLE:**

~~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*:~~

<i>S.No.</i>	<i>Designated Authority</i>	<i>Contract Value</i>
<i>1</i>	<i>C&amp;MD</i>	<i>Full Powers</i>
<i>2</i>	<i>Functional Directors</i>	<i>Upto Rs. 150 Lakh</i>
<i>3</i>	<i>Unit Head / Executive Director</i>	<i>Upto Rs. 50 Lakh</i>

~~Where the claim including determination of interest, if any, being claimed up to 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 Arbitrator(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 reenactment thereof and the rules made thereunder.~~

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the dispute/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 the contract.

**The seat and venue of arbitration shall be NFL Vijaipur, Guna.**

The cost of the proceeding 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.

### **37.02 For Foreign Bidders:**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rule of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat and venue of the arbitration shall be at New Delhi, India.

The language of the arbitration shall be English.

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

### **37.03 For CPSEs and Government Department ~~NOT APPLICABLE~~:**

~~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 (excluding disputes relating to Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD (Administrative Mechanism for resolution of CPSEs Disputes) as mentioned in DPE-OM No. 5/0003/2019-FTS 10937 dated 14th December, 2022 and decision of AMRCD on the said dispute will be binding on both the parties. The Parties to the disputes will share the cost arbitration as intimated by the Arbitrator.~~

### **38.0 Patent Rights**

In the event of order, the Tenderer shall agree to indemnify the NFL or/and hold it/them harmless from against all claims, liability, loss, damage or expense including counsel fees arising from or by reasons of an action or claimed trade mark patent or copyright infringement or any litigation based hereon with respect of any part of the quoted items and such obligation shall survive acceptance of and payment for the items.

### **39.0 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 Guna courts in the Guna district in the State of Madhya Pradesh, India.

### **40.0 Purchase Preference Benefit**

#### **40.01 Under Make in India scheme**

**40.01.1** Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No: P-45021/2/2017-BE-II dated 15th June 2017 of DIPP and subsequent orders issued shall be applicable in this tender. Bidders seeking benefits under preference to Make In India (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 as per latest amendment. The salient features are as under:

- a. Minimum local content: - The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%.
- b. For 'Class-II local supplier', the local content requirement is minimum 20%.
- c. Margin of Purchase Preference: - The margin of purchase preference shall be 20%.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.

Bidders have to submit the duly filled, stamped and signed form enclosed at **Annexure-IV: Self-Certification Form: Make In India (Local Content)** alongwith the bid.

#### ~~**40.02 Relaxation for MSEs and Startups ~~NOT APPLICABLE~~:**~~

~~As per **Policy Circular No. 1(2)(1)/2016-MA Dtd.10.03.2016 of Additional Secretary & Development Commissioner MSME, Ministry of MSME, GOI; OM No. F-20/2/2014-PPD (Pt.) Dtd.25.07.2016 of Under Secretary to GOI, Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI and OM No. F.20/2/2014/PPD (Pt.) Dtd.20.09.2016 of Under Secretary (PPD), Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI**; NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications.~~



To avail such relaxation, bidder shall have to submit the relevant certificate issued by concerned authority. In case you are registered as MICRO, SMALL Enterprise (MSEs) under 'The Micro, Small & Medium Enterprises Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category of registration in your Offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME. 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.

It shall also be confirmed by the Bidders if the MSEs owned by SC/ST Entrepreneurs and in that case submit a copy of documentary proof issued by concerned authorities.

In case no information is given by you, it will be presumed that you are not covered by the MSMED Act and consequently not eligible to the benefits admissible under the Act.

~~40.03~~ Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

~~40.04~~ In case a MSE bidder wants to avail the purchase preference, the bidder must be a manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for MSEs. In respect of bid for services; the bidder must be the Service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

**41.0 Seller Registration on Government e-Marketplace (GeM) ~~NOT APPLICABLE~~**

Bidders are hereby informed that as per the Office Memorandum No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure (under Ministry of Finance), it is mandatory for the sellers to be registered on GeM (Government e-Market) and obtain a unique GeM Seller ID at the time of placement of order/acceptance of contract. Further, this ID shall have to be incorporated on the Contract/Purchase order.

As such, in case you happen to be a technically acceptable successful bidder, your prior registration on GeM is essential before awarding of Contract/Purchase order.

**42.0 Model Clause regarding Restrictions on Public Procurement from certain countries ~~NOT APPLICABLE~~**

With reference to OM No. F.7/10/2021-PPD dated 23.02.2023 (as amended thereafter); any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annexure - I of Order F.7/10/2021-PPD dated 23.02.2023.

Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

The definition regarding "Transfer of Technology (ToT)", "Specified Transfer of Technology (ToT)", "Bidder"; "Bidder from a country which shares a land border with India"; "Beneficial Owner" etc. shall be as per the Definitions clauses at sl no. 8 to 16 of Order (OM No. F.7/10/2021-PPD dated 23.02.2023).

Bidders are required to go through them thoroughly and strictly adhere to the provisions contained in the OM & Orders and submit the duly filled, stamped and signed form enclosed at ~~Error! Reference source not found.~~ detailed therein along with the bid documents.

**43.0 MSME vendor Payment through TReDS: ~~NOT APPLICABLE~~**

Govt has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

- MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to.

**~~The detail of RXIL contact person is as below:~~**

Contact Name: Mr. Prajay Shukla

Contact No.: 8090051171

E-mail id : [prajay.shukla@rxil.in](mailto:prajay.shukla@rxil.in)

- Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinanced invoice/s of MSME bidders seeking payment from NFL directly shall be processed as per the Standard payment terms agreed in PO / contract.

- All financing cost for using the facility shall be borne by the MSME bidder only.

\*\*\*End of GTC\*\*\*



## नेशनल फर्टिलाइजर्स लिमिटेड

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(A Government of India Undertaking)

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## LOADING CRITERIA

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### LOADING CRITERIA

The bidders must accept the terms and conditions stipulated in the NIT, failing which the bid is likely to be rejected at the sole discretion of NFL. However, NFL may at its sole discretion, accept bids having deviation to NIT terms and Conditions by adopting the following loading Criteria.

#### **1.0 Offers received without EMD:- †**

Full EMD value shall be loaded to the quoted rates of those tenderers who have not submitted the requisite EMD along with the quotations to generate competition.

#### **2.0 Non-Submission of following:**

##### **2.01 Non-submission of Security Deposit †**

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder. For example, NIT calls for bank guarantee for 5%, then loading shall be done as under:-

Bank guarantee for Security Deposit	Loading Criteria
Less than 5%.	(5%-Quoted Percentage) of Basic Price @ Prime Lending Rate {SBI MCLR} + 1% on shortfall in Bank Guarantee value agreed by the Bidder for delivery period with additional one month period

##### **2.02 Non-submission of Performance Bank Guarantee †**

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder. For example, NIT calls for bank guarantee for 5%, then loading shall be done as under:-

PBG Quoted	Loading Criteria
Less than 5%.	5% - Quoted Percentage of CIF/Ex-Works Prices

##### **2.03 Loading on account of discrepancy in the Warranty/Guarantee Period**

Wherever Bidders quote reduced Warranty/Guarantee Period, following loading criteria shall be adopted:

$$\frac{[5\% \text{ of CIF/Ex-Works Price} \times (\text{No. of Months as per NIT} - \text{No. of Months quoted})]}{\text{No. of Months as per NIT}}$$

#### **NOTE:**

If the sum of 2.02 and 2.03 above is more than 5% of CIF/ Ex-Works Prices, then the loading shall be limited to 5%.

#### **3.0 Payment Terms**

**NFL will not make any advance/progressive payments. NFL's standard payment terms are as per Clause No. 14.0 of GTC of NIT. The deviation in differential payment terms with respect to NIT Clause shall be loaded as under for interest @Prime Lending Rate (SBI MCLR) + 1% for the period:**

##### **3.01 Interest calculation against Mobilization Advance:**

S.No.	Payment Terms	Period of Loading
1.	Advance against LOI / PO	Full Delivery Period + 30 Days

##### **3.02 Interest calculation on progressive payment:**

Interest on progressive payment shall be calculated on FOB/Ex-Works price for the following period:

S.No.	Payment Terms	Period of Loading
1.	Against submission of drawing	Full delivery period less one month
2.	Against drawing approval	Full delivery period less one month
3.	Against placement of PO for raw material	a. If delivery period is <8 months, Full delivery period less two months b. If delivery period is >8 months, Full delivery period less three months

<b>S.No.</b>	<b>Payment Terms</b>	<b>Period of Loading</b>
4	Against Shipment of raw materials	Full delivery period less five months or five months whichever is more
5	Against receipt of raw materials	Full delivery period less six months or four months whichever is more
6	Against Payment for dispatch of material/through Bank	
6a	Foreign Bidders	Three Months
6b	Indian Bidders	Depending on Delivery Conditions viz. Ex-Works – One and a Half Month FOR Destination – One Month
7	100% within 30 days of the receipt and acceptance of material at NFL Stores	Nil

- Interest will also be charged on advance payment if supplies get delayed beyond delivery schedule stipulated in the P.O.
- Interest on interest-free advance payment, if insisted by the bidder, shall be loaded at applicable prime lending rate (SBI MCLR) + 1% or as may be indicated in the bidding documents.

**Mobilisation Advance:-**

- (a) In case mobilization of advance is granted to the Party against Bank Guarantee, The Bank Guarantee towards security of Mobilisation Advance shall be at least 110% of the advance basic value.
- (b) As per GOI guidelines, no Interest free advance shall be granted to the parties. However, in case mobilization of advance as interest free advance than If the Purchase order is terminated due to default of the Party, the 'Mobilisation Advance would be deemed as interest bearing advance at an interest rate of (SBIMCLR +1)%.

**4.0 Packing & Forwarding**

Wherever Bidders have not indicated P&F Charges, but mentioned that 'P&F Charges extra at actual', their Prices shall be loaded @2% of Basic Price (i.e. 1% each for Packing and/or Forwarding respectively or the maximum amount as quoted by another bidder whichever is higher. NFL's maximum liability to pay P&F Charges shall be limited to the amount loaded for evaluation purpose.

**5.0 Loading for discrepancy in acceptance of Liquidated Damages Clause:-**

If deviation is noted in the quoted liquidated damages, the proportionate loading for shortfall shall be added as follows:-

	<b>Quoted Liquidated Damages</b>	<b>Loading criteria</b>
a)	0.5% per week subject to a ceiling of 5% of total order value (Ex-Works/CIF Value)	No loading.
b)	0.5% per week subject to a ceiling of 2.5% of total order value.	2.5% loading.
c)	Damages accepted on undelivered value instead of total order value.	2.5% loading.
d)	Non-acceptance of liquidated damages clause	5% loading.

In case any of the Vendor does not accept our standard L.D clause or accept LD less than a ceiling limit of 5%, loading for balance amount shall be done on the quoted (Ex-works/ CIF value) prices.

**6.0 Third Party Inspection Charges (Wherever applicable)**

Wherever Bidders have not indicated the TPI Charges in their quotations but mentioned that 'TPI Charges extra at actual', the highest Third Party Inspection Charges quoted by other Bidders shall be loaded for evaluation purpose.

**7.0 Loading of freight [Inland Transportation Charges] in percentage terms as under:**

- A) In case weights and distances are known for all suppliers:
  - i. For 'Smalls' - Inland transportation charges shall be calculated @ Rs. 5.00 per KM per MT
  - ii. For Trucks Loads - -do- @ Rs. 4.00 per KM/MT
- B) While undertaking item-wise evaluation where item wise weights are not available, the following procedure shall be adopted for calculating transportation charges up to NFL site:
  - i. Transportation from the vendors situated- within a distance of 400 KMS. 1% of CIF/Ex-works Prices
  - ii. Transportation from the vendors situated- within a distance of 401 to 800 KMS. 2% of CIF/Ex-works Prices
  - iii. Transportation from the Vendors situated- at a distance of more than 800 KMS. 3% of CIF/Ex-works Prices

All Indian parties are required to quote Ex-Works Price and freight charges up to NFL Site, compulsorily. If all the parties have

given freight charges up to site the same shall be considered for evaluation. However, if only some parties have given freight charges, NFL reserves the right to load for such parties who have not quoted freight charges with freight charges as above. NFL's decision in this regard shall be final and binding on these Bidders

## 8.0 Transit Insurance Premium

- d. For Foreign Bidders: Transit Insurance @0.11% of FOB/FCA Price shall be taken for calculating Assessable Value for working of the Custom Duty. The above Transit Insurance shall not be considered for working out the Landed Cost.
  - i. For arriving at the Landed Cost, Transit Insurance shall be calculated @ 0.15% of (FOB/FCA Cost + Ocean/Air Freight + P&F + Inland Freight)
- e. For Indian Bidders: To arrive at the landed prices, Transit Insurance shall be calculated @0.11% of (Basic Price + P&F + Freight + GST + Inland Freight)

## 9.0 Loading in case of Foreign bidders

To arrive at Landed prices of Foreign Bidders, FOB /FCA prices shall be loaded as under:

### 9.01 Ocean Freight

- a. **For Non-ODC Consignments:** @ 3.00 % of FOB value
- b. **For ODC Consignments:** Consignment which is beyond standard measure i.e. where anyone dimension exceeds any external container dimension of eight (8) feet wide or eight (8) feet six (6) inches high but does not exceed the following maximum dimensions:

Weight	-	20 to 100 MT,	Length	-	40 to 50 Feet
Width	-	11 Feet,	Height	-	11 Feet

**Offers of Foreign Bidders shall be loaded for Ocean Freight @5% of FOB Value for ODC consignments**

- c. **For Super ODC Consignments:** Consignment that has weight more than 100 MT and any one dimension over 50 feet long, more than 11 feet wide or over 11 feet high, requires special handling equipment for loading abroad or discharging from a vessel because of that consignment's a typical size classified as Super ODC

**Offers of Foreign Bidders shall be loaded for Ocean Freight @ \_\_\_\_\_ for Super ODC consignments (NOT APPLICABLE IN CURRENT CASE)**

### 9.02 Air Freight

- a. **For Non-ODC Consignments:** @ 5.00 % of FCA value
- b. **For ODC Consignments:** Dimensions and weight of the package exceeding 10 feet pallet dimension i.e. 125 inches in length, 88 inches in width, 63 inches in height and weighing more than 3.5 tonne will be considered as ODC.

**Offers of Foreign Bidders shall be loaded for Air Freight @ \_\_\_\_\_ for ODC consignments (NOT APPLICABLE IN CURRENT CASE)**

### 9.03 Customs Duty/ other levies:

Custom duty @ Basic duty + Countervailing duty + Educational Cess + other applicable levies shall be applicable as per the applicable rates. However, if there is any revision in the project status or in rate of Custom duty by Government of India , the same shall be applicable.

### 9.04 LC Charges:

Offers of Foreign Bidders shall be loaded with L/C charges wherever applicable. However, forward cover charges on exchange rate variation shall not be considered for evaluation, as it is a contingency.

### 9.05 Transit Insurance as per S.No. 8.0 (a)

### 9.06 Inland Transportation as per S.No. 7.0

### 9.07 Inland Insurance as per S.No. 8.0 (a) (i)

## 10.0 Loading on account of ODC consignment via Road Transportation in India

For road transport in India, packages exceeding one or more of the following measurements:

Weight - 9 Tonnes, Length 5.5 meter, Width 2.12 meter, Height 2.1 meter will be considered as Over Dimensional consignments.

**Offers will be loaded @ \_\_\_\_\_ for transportation of the ODC equipment to NFL Vijaipur Site (NOT APPLICABLE IN CURRENT CASE)**

\*\*\*\*End of Loading Criteria\*\*\*\*



## नेशनल फर्टिलाइजर्स ल मटेड

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# APPENDICES

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**Appendix-I**

**Benefits available to Micro and Small Enterprises (MSEs)**

**Public Procurement Policy, March 2012**

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy, March 2012, Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

**A. Qualifying Criteria for MSEs, SC/ST Vendors:**

- i. MSE bidders must submit Registration Certificates from any of the following (or any other body specified by the Ministry of MSME):
  - National Small Industries Corporation (NSIC)
  - District Industries Centres (DIC)
  - Coir Board
  - Khadi and Village Industries Commission (KVIC)
  - Khadi and Village Industries Board (KVIB)
  - Directorate of Handicrafts and Handloom
  - Any other body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME)
  - Udyam Registration issued by Ministry of MSME
- ii. SC/ST owned Enterprises (i.e. SC/ST Proprietorship or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
  - District / Additional District Magistrate / Collector / Deputy Commissioner/ Additional Deputy Commissioner / Deputy Collector / 1st Class Stipendiary Magistrate / Sub-Divisional Magistrate/ Taluka Magistrate / Executive Magistrate / Extra Assistant Commissioner
  - Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate
  - Revenue Officer not below the rank of Tehsildar
  - Sub-Divisional Officer of the area where the individual and/or his family normally resides
- iii. The registration shall be valid as on date of placement of order. A self attested photocopy of the relevant certificate shall be submitted as a support document.
- iv. The registration must be for the items/category of items / services relevant to the tendered items / category of items / services.

**B. Purchase Preference for MSE:**

In tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part order quantity and participating MSE matches the L1 rate.

A share of 4% & 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Caste/Scheduled Tribe & women owned entrepreneurs respectively. In the case of an SC/ST & women owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% & 3% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST/women) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price. In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them. Where the MSE is SC/ST/women owned, they shall be exclusively awarded a share of 4% & 3% respectively of the above 25% in addition to equally sharing the balance 18% with other non-SC/ST MSEs.

In case of more than one SC/ST/Women owned MSE matching the L1 price, they shall equally share 4% & 3% respectively of the order and additionally share the balance 18% with other non-SC/ST MSE bidders.

**C. Exemption from Earnest Money Deposit (EMD)/ Tender cost and Security Deposit (SD) for MSE:**

- i. Tenders shall be provided free of cost and tender documents are downloadable from the websites of NFL (<http://www.nationalfertilizers.com>) and the Central Public Procurement (CPP) Portal (<https://www.eprocure.gov.in/epublish/app>) or can be obtained from the Office of Chief Manager (Materials) / DGM (Materials) / General Manager (Materials)



ii. MSE units qualifying as at (a) above shall be exempt from paying EMD.

**Important Notes:**

i. The above benefits shall be allowed to only manufacturing Micro and small Enterprises and not to Traders/Agents for supply of material/stores. This includes the procurement of items from the list of specifically reserved 358 items for MSME as per policy.

ii. MSE Bidders shall declare/register the Udyam Registration number on Central Public Procurement Portal (CPPP), failing which they shall not be able to enjoy the benefits available to MSEs as per Public Procurement Policy for MSEs Order 2012 issued by Ministry of MSME. Declaration of UAM Number by the Vendors on CPP Portal is mandatory.

D. NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications.

\*\*\*End of Appendix I\*\*\*

**Benefits available to Make in India (Local Content) Vendors**

**Public Procurement (Preference to Make in India) Order 2017 and further amendments thereafter**

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 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall also be applicable

1. Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) Order 2017. The salient features of which are as under:-
  - a) Minimum local content: - The 'local content' requirement to categorize a supplier as 'Class-I local supplier' and 'Class-II local supplier' is as follows:
    - i. 'Class-I local supplier': Local Content requirement is minimum 50%
    - ii. 'Class-II local supplier': Local Content requirement is minimum 20%
  - b) Margin of Purchase Preference - Shall be 20%

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable

'Class-I Local supplier' and 'Class-II Local Supplier' as defined in "Public Procurement (Preference to Make in India) order 2017" dt: 16/09/2020 shall be eligible to bid in this tender.

- ii. In case of procurement for a value up to ₹ 10.00 Crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made.

In case of procurement for a value in excess of ₹ 10.00 Crore, the local supplier shall be required to provide a Certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than company) giving the percentage of local content.

- iii. A Supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment

A Self-Certificate to the effect that the bidder has not been debarred by any procuring entity for violation of this Order should be enclosed along with techno-commercial bid

III. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.

IV. Purchase Preference benefits shall be extended to the Bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy

**\*\*\*\*End of Appendix-II\*\*\*\***



## नेशनल फर्टिलाइजर्स लिमिटेड

(भारत सरकार का उपक्रम)

वजयपुर-473111, जिला: गुना (म.प्र.)

दूरभाष: +91 (0) 7544 273 050/69

फैक्स: +91 (0) 7544 273 089/109

वेबसाईट: [www.nationalfertilizers.com](http://www.nationalfertilizers.com)



**NATIONAL FERTILIZERS LIMITED**  
(A Government of India Undertaking)

Vijaipur- 473111, District: Guna (M.P)

Phone: +91 (0) 7544 273 050/69

Fax: +91 (0) 7544 273 089/109

Website: [www.nationalfertilizers.com](http://www.nationalfertilizers.com)

## ANNEXURES

कॉरपोरेट कार्यालय: ए-11 सेक्टर-24, नोएडा-201301 (उ.प्र.), दूरभाष: 0120-2412294/2412445, फैक्स: 0120-2412397

Corporate Office: A-11, Sector – 24, NOIDA – 201301 (U.P.), Tel: 0120 – 2412294 / 2412445, Fax: 0120 - 2412397

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

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

CIN No. L74899DL1974GOI007417 Website: <http://www.nationalfertilizers.com> Facebook: @nationalfertilizers

## **Annexure-I: Security Deposit Format**

**NOT APPLICABLE**

**(To be prepared on Stamp paper issued in the name of Bank)**

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part. WHEREAS in pursuance to the agreement No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and \_\_\_\_\_ a Company incorporated in \_\_\_\_\_ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of \_\_\_\_\_ as envisaged in the Contract, Contractor has to submit a Security Deposit for Rs. \_\_\_\_\_. CONTRACTOR accordingly agrees to furnish the Security Deposit as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Security Deposit have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit is limited to Rs. \_\_\_\_\_.
2. This Security Deposit shall be valid for an initial period of \_\_\_\_\_ Months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit shall become null and void.
3. This Security Deposit shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

(Indicate the name of the Bank with stamp)

## **Annexure-II: Performance Bank Guarantee Format**

**NOT APPLICABLE**

**(To be prepared on Stamp paper issued in the name of Bank)**

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part. WHEREAS in pursuance to the agreement No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and \_\_\_\_\_ a Company incorporated in \_\_\_\_\_ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of \_\_\_\_\_ as envisaged in the Contract, Contractor has to submit a Performance Bank Guarantee for Rs. \_\_\_\_\_. CONTRACTOR accordingly agrees to furnish the Performance Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Performance Bank Guarantee is limited to Rs. \_\_\_\_\_.
2. This Performance Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ Months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Performance Bank Guarantee shall become null and void.
3. This Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Performance Bank Guarantee will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

(Indicate the name of the Bank with stamp)

## **Annexure-III: SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE**

***(To be prepared on Stamp paper issued in the name of Bank)***

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part. WHEREAS in pursuance to the agreement No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and \_\_\_\_\_ a Company incorporated in \_\_\_\_\_ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of \_\_\_\_\_ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs. \_\_\_\_\_. CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Security Deposit-cum-Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. \_\_\_\_\_.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ Months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum- Performance Bank Guarantee will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
(Indicate the name of the Bank with stamp)

**Annexure-IV: Self-Certification Form: Make In India (Local Content)**

*(On Party/Company's Letter Head)*

**Tender Ref. No.:** .....

To  
M/s National Fertilizers Limited,  
Vijaipur-Guna (M.P)-473111

**Sub: Self Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 16.09.2020**

Sir,

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

I also certify that the bidder M/s..... has not been debarred by any procuring entity from violation of this order.

The details of the location(s) at which the local value addition made is/are as under:

[Factory Address]

.....  
.....  
.....

For M/s.....

Authorized Signatory  
(with company seal & Name)

**Annexure-V: Model Clause Certificate: Public Procurement NOT APPLICABLE**

Certificate regarding Procurement from a Bidder of a country which shares a land border with India

*(On Party/Company's Letter Head)*

**[Tick appropriate option & cut the other one],**

**Tender Ref. No.:** .....

To  
M/s National Fertilizers Limited,  
Vijaipur-Guna (M.P)-473111

**Sub: Model Clause Certificate of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020**

Sir,

I..... [authorized signatory] for  
M/s.....[Vendor Name & address] have read the clause regarding restrictions on procurement from a  
bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I hereby certify that M/s..... [Vendor Name & address] is not from such a country and will not sub-  
contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby  
certify that our firm fulfils all requirements in this regard and is eligible to be considered.

**or.**

**However, if any bidder falls in the category of bidders as indicated in the Definitions clause at S.no. 12, 13, 14 & 15 of Order No. F.7/10/2021-PPD dated 23.02.2023, should submit the certificate as under:**

I..... [authorized signatory] for  
M/s.....[Vendor Name & address] have read the clause regarding restrictions on procurement from a  
bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I hereby certify that M/s..... [Vendor Name & address] is **from such a country which shares a land border with India** and has been registered with Competent Authority (specified in Annexure- I of Order **F.7/10/2021-PPD dated 23.02.2023**) and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that our firm fulfils all requirements in this regard and is eligible to be considered.

***The evidence of valid registration by the Competent Authority is attached herewith.***

For M/s.....  
Authorized Signatory  
(with company seal & Name)



## **Annexure-VI: Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)**

***(To be prepared on Stamp paper issued in the name of Bank)***

In consideration of National Fertilizers Limited (NFL), having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter called as 'NFL' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the, 'the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender No \_\_\_\_\_ for \_\_\_\_\_ hereinafter called "the said tenderer" of such Bid Security Deposit for the due fulfillment by the said tenderer(s) of the terms and conditions contained in the said tender \_\_\_\_\_ for \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

1. We \_\_\_\_\_, the bank, hereinafter referred to as 'the bank' do hereby undertake to pay to NFL an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us).
2. We \_\_\_\_\_, the bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rs \_\_\_\_\_ only).
3. We \_\_\_\_\_, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of NFL under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of NFL certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ to include three months claim over and above the period mentioned in the paragraph for the validity of the bank guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.
4. We \_\_\_\_\_, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2017

Corporate seal for Bank

## **Annexure-VII: INTEGRITY PACT**

**NOT APPLICABLE**

(To be executed on plain paper and submitted along with Technical Bid/Tender.  
To be signed by the Bidder and NFL.)

National Fertilizers Limited (NFL) hereinafter referred to as "The Principal"  
AND

\_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor"

### **PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract/s for **Procurement of Spares of PARCOL make Control Valves**. 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 Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor/s (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)/Contractor(s)**

1. The Bidder(s)/Contractor(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)/contractor(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)/Contractor(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)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors 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)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(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)/Contractor(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)/Contractor(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)/Contractor(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)/Contractor(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 Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor 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/Contractors/Sub-contractors**

- 1.— The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
- 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)/Contractor(s)/Sub-contractors(s)**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(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 /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
- 3.— The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor 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 Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(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 Contractor. 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 occasion arise, 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 Contractor 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 contractor 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.
- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

"The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act 1952, the ESI Act 1948, the payment of Bonus Act 1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act 1948, etc. as amended from time to time and for the time being in force."

(For & on behalf of the Principal) \_\_\_\_\_ (For & on behalf of Bidder/Contractor)

(Office Seal) \_\_\_\_\_ (Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1 : \_\_\_\_\_  
(Name & Address)

Witness 1 : \_\_\_\_\_  
(Name & Address)

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Witness 2 : \_\_\_\_\_  
(Name & Address)

Witness 2 : \_\_\_\_\_  
(Name & Address)

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