

Bid Document

Bid Details	
Bid End Date/Time	11-10-2022 14:00:00
Bid Opening Date/Time	11-10-2022 14:30:00
Bid Offer Validity (From End Date)	145 (Days)
Ministry/State Name	Ministry Of Chemicals And Fertilizers
Department Name	Department Of Fertilizers
Organisation Name	National Fertilizers Limited (nfl)
Office Name	Vijaipur
Total Quantity	2
Item Category	Title1 , Title2
BOQ Title	DESIGN ENGINEERING SUPPLY supply STORAGE PLC
Minimum Average Annual Turnover of the bidder (For 3 Years)	100 Lakh (s)
OEM Average Turnover (Last 3 Years)	30 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance, Authorization Certificate,OEM Annual supporting document *In case any bidder is seeking exemption documents to prove his eligibility for e buyer
Past Performance	40 %
Bid to RA enabled	No
Primary product category	Title1
Time allowed for Technical Clarifications during technical evaluation	4 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.00
EMD Amount	100000

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Trad

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Vijaipur

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

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant period Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of year-old, the average turnover in respect of the completed financial years after the date of constitution shall be take
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or th and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Compa the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in suppor Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterior
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified A from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uplo incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years aft this criteria.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as (India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Noda local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Pur from the OEM regarding the percentage of the local content and the details of locations at which the local value add purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to per statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accoun Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small i has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence ove
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered pr

excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Service Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. 6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidder participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Title1

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document
BOQ Detail Document

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity
1	Mansharam Sisodiya	473111,NATIONAL FERTILIZERS LIMITED VIJAIPUR	1

Title2

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document
BOQ Detail Document

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Qua
1	Mansharam Sisodiya	473111,NATIONAL FERTILIZERS LIMITED VIJAIPUR	1

Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of the contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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National Fertilizers Limited

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(A Government of India Undertaking)

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¼e-iz½**

Vijaipur - 473 111, Dist: Guna (MP), India

(An ISO 9001, 14001 & OHSAS 18001 Unit)

CIN No. L74899DL1974GOI007417

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

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

Email:

spandey@nfl.co.in;vkmeena@nfl.co.in

Website: www.nationalfertilizers.com

Ref: NFV/PUR/BIA210974-V

Dated: 19.09.2022

NOTICE INVITING TENDER

(Two Part Bidding)

Online Tenders under **Two Part Bid system** are invited through **GeM** for the supply of following material:-

Tender No. and Date	NFV/PUR/BIA210974-V E-Tender ID:	
Description of Work	AMMONIA STORAGE PLC SYSTEM	
Type of Bid	Two Part Bid	
Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lakh only)	
Security Deposit-cum-Performance Bank Guarantee (SD-cum-PBG)	3% of Order Value	
Offer Validity period	Minimum 120 days from tender opening date	
Important Dates		
Important Dates	Start Date and Time for downloading of Tender Documents	As per GeM Schedule
	Last Date and Time for submission of E-Bids	
	Start Date and Time for opening of Part-I Tender (i.e. Un-priced Bids)	
	Date and Time for opening of Priced Bids (Part-II)	Price bids of only those bidders shall be opened whose bids are found technically suitable by NFL
List of Documents	Annexure-A	Special Instructions to Tenderers
	Annexure-B	General Terms and Conditions of Notice Inviting Tender
	Annexure-C	Details of Indented Item
	Annexure-D	Techno-Commercial Bid Template to be completed/filled and submitted by Tenderers
	Annexure-E	Price Bid Format
	Annexure-G	Loading Criteria
	Annexure-H	BG Format for EMD

Annexure-I	Eligibility Criteria
Annexure-J	BG Format for SD-cum-PBG
Annexure-K	Self-Certification Form: Make In India
Annexure-L	Model Clause Certificate: Public Procurement
Annexure-M	Technical Specifications & Scope of Supply
Annexure-N	Integrity Pact Format

For further details, visit our E-Portal Site <https://etenders.gov.in/eprocure/app>. Any future amendment/modification <https://etenders.gov.in/eprocure/app> Bidders are requested to visit our E-Tender Portal regularly in their own interest to

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7, Institutional Area, Loc

National Fertilizers Limited

(A Government of India Undertaking)

Vijaipur - 473 111, Dist: Guna (MP), India

(An ISO 9001, 14001 & OHSAS 18001 Unit)

CIN No. L74899DL1974GOI007417

E-Tender ID:

NFV/PUR/BIA210974-V Dated: 19.09.2022

SPECIAL INSTRUCTIONS TO TENDERERS

1.00 **Mode of Tendering:**

The Vijaipur Unit of National Fertilizers Limited has decided to do the procurement of **'AMM**

through **GeM** under **Two Part Bid** system.

2.00 Offers are required to be submitted through **GeM** electronically in place of offers in 'Hard' mode conventionally. Tender Submission, Tender Closing and Opening activities will be done electronically. Telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.

3.00 The NIT will be posted on **GeM** Portal from where vendors will be able to download the tender and submit their bids online.

4.00 Interested Vendors shall visit **GeM** for downloading of tender documents, bid preparation, (hard copies being uploaded in GeM) shall be duly signed and stamped.

5.00 **Digital Certificate: (This Procurement is through GeM)**

As per IT Act 2000, it is mandatory for the tenderer to have a **valid Class III Digital Signature Certificate** issued by any valid Certifying Authority approved by Government of India for participation. The cost of the Certificate will be borne by the respective tenderer.

Digital Signature Certificate (Class III Organizational) are being issued by many Govt. approved CAs.

6.00 **A. System Pre-requisites for participating in the e-Tendering are as under -**

Hardware	Software
<ul style="list-style-type: none">· Personal Computer,· Broadband Internet Connection (1 Mbps),· Scanner & Printer· Card Reader (Installation)	<ul style="list-style-type: none">· Windows XP operating system (Minimum)· Microsoft Office 2007 or equivalent· PDF Writer PDF reader or Adobe Professional (*)· PDF Creator· Anti-Virus Software· Java Runtime Environment (JRE) available at NICCA (https://nicca.nic.in)· Drivers for operating Card Reader/ USB Crypto eToken using DSC certificates issued in smartcard /eToken· Internet Explorer (Version-7.0 and above)

B. Pre-requisites for DSC Registration:

- § Vendors become a valid Vendor only after the registration of DSC.
- § Vendors need to possess a valid DSC for participating in E-Tendering (Class 3 DSC with E)
- § Vendors need to procure DSC 24 hours prior to registration of DSC.
- § DSCs can be procured from any Certifying Authority registered under CCA India E.g. Sify

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C. Pre-requisites for Login Credentials:

Bidders are required to enroll on **GeM**

- 7.00 The entire responsibility of protecting their own Login ID and the Password and keeping the misused by any other person rest with the Tenderers only.
- 8.00 All the vendors participating in the online **GeM** have to abide by the process involved in the e
- 9.00 For queries regarding **GeM** process, you may contact are as under:

a. National Fertilizers Limited (For Tender details)

i.	Name: Shri NK Kishore Dass, Manager – Materials Contact No.: Board Tel. No. 07544-273528/29 Ext. No. 2307, 273050, Email: nkkdass@nfl.co.in
ii.	Name: Shri Sanjay Pandey, Dy. General Manager – Materials Contact No.: 88269 99669, Email: spandey@nfl.co.in

b. Technical Support For Vendors on GeM as per GeM Portal / Web Site

- 10.00 Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along in tender documents before proceeding for preparation of Online Bid.
- 11.00 No amendment to the tender would be admissible under any circumstances, whatsoever after
- 12.00 NFL shall not be held responsible for any mistake made by the vendor at the time of bidding due to any reason whatsoever including typing mistake/human error, such invalid bid will be further participate in that tender. The remaining process shall be completed considering the c
- 13.00 For submitting price bid through e-Auction, the successful Pre-qualified tenderers will have by any India CA approved by CCA of India as per IT Act 2000. **Or as per GeM requirements**
- 14.00 It is mandatory for the vendors to use the digital certificate in all their bidding Process **or as p**
- 15.00 **Tender Schedule: As per GeM Schedule**

Note: After expiry of date & time for a particular activity as mentioned above, that particular same is extended/amended. Similarly no activity can be done before start date & time specified the same is postponed/amended

- 16.00 The activity defined for vendors is as per **GeM Portal Procdeuce.** .
- 17.00 ~~During the Download sequence, the vendors who have been invited will be able to download documents. (NOT Applicable)~~
- 18.00 During the Bid Preparation and Hash Submission Stage, the bidders who have downloaded will be preparing their bids and submitting their bid signed hashed online. Additionally, hashes that is committed to be part of the bid. The bids will be prepared and hashes will be generated and signed envelope-wise. The signatures will be done digitally using

19.00 During Re-encryption of Online Bid sequence the bidders will re-encrypt their bid data and generated and submitted during the bid preparation and hash submission stage. The bid is proprietary key pair that has been assigned to this tender. **As per GeM Portal Procdeure**

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20.00 **Tender Opening:**

- The tenders will be opened electronically by NFL from Vijaipur Office. The submission of bids from place of their choice. However bids cannot be submitted after the bid submission due date.

21.00 The quantity indicated in **Annexure-C** is our estimated requirement which may vary at the time of award.

22.00 The contract shall be finalized on 'total delivered cost' basis

23.00 NFL reserves the right to negotiate with the lowest bidder at its sole option. In such case, the award shall be made only at NFL Vijaipur and prior intimation shall be given by NFL to such bidder.

24.00 NFL reserves the right to reject or accept any tender without giving any reason.

25.00 **System failures and remedial measures thereof/course of action to be followed:**

- NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live auction. If the system is not restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken:

1	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing of bids.
2	Bids have been submitted but the same cannot be opened by NFL.	The due date of opening of bids.

26.00 **Name & Address of the Consignee/Unit:**

Senior Manager (Materials) Stores
National Fertilizers Limited
Vijaipur-473 111
Dist: Guna (MP)

27.00 **GST of Vijaipur Unit**

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

Taxpayer's Legal Name: National Fertilizers Limited

Provisional ID Number: 23AAACN0189N2ZB

National Fertilizers Limited

(A Government of India Undertaking)

Vijaipur - 473 111, Dist: Guna (MP), India

(An ISO 9001, 14001 & OHSAS 18001 Unit)

CIN No. L74899DL1974GOI007417

E-Tender ID:

NFV/PUR/BIA210974-V Dated: 19-09-2022

General Terms and Conditions of Notice Inviting T

- 1.00 Detailed Specifications & Scope of Supply of **“AMMONIA STORAGE PLC SYSTEM at NFL, N**
- 2.00 Rates are to be quoted on **FOR - Destination basis** indicating break-up of various compone
- 3.00 **Price Firmness**
The quoted rates shall remain firm during the validity period of Purchase Order except for va levies if any shall be borne by NFL provided the supplies are as per schedule. However in cas shall be made on actual basis.
- 4.00 **Tender Submission**
 - 4.01 The tenders will be submitted electronically on **GeM**. No Oral, Email, Telephc hardcopies/ physical form will be entertained.
 - 4.02 Tenders should be submitted online duly digitally signed and encrypted by the Tender
 - 4.03 Bidders are expected to examine all the instructions, forms, terms and conditions in tl with all its attachments thereto shall be considered to be read, understood anc specifically stated in the seriatim by the bidders. Failure to furnish all information rec bid not substantially responsive to the bidding documents in every respect will be at bid.
 - 4.04 No amendment to the tender would be admissible under any circumstances, whatc tenders.
 - 4.05 The tenderers must submit/upload online, one set of the tender documents duly dic acceptance of all the tender conditions along with their techno-commercial bid failing v
 - 4.06 Complete specifications of the Stores offered together with manufacturer’s name bra Technical Bid and descriptive literature and samples (wherever necessary or required) uploading the tender documents.
- 5.00 NFL will have the right to issue addendum to tender documents to clarify, amend, modify, su items stated. Addendum so issued will form part of original invitation to tender.
- 6.00 Wherever the bidder is silent about the acceptance of NIT conditions such as Bank Guar shall be presumed that the bidder has accepted NIT conditions and no further correspondenc these conditions shall be made.
- 7.00 In case of non-compliance of Commercial Terms & Conditions of NIT, loading criteria as per **A**

8.00 Compensation for submission of Tenders:

Tenderers shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the submission of tenders, though NFL may withdraw invitation to tenders, or reject any, or all tenders without a

9.00 Clarification of bidding documents

A prospective Bidder requiring any clarification on procedure, tender specifications etc. (both written and verbal) should contact the Bidder at Vijiapur (Shri Sanjay Pandey, Dy. General Manager – Materials / NK Kishore Dass, Mgr (Mtls.) No. 2307, 273050) in writing by e-mail/fax so as to ensure submission of bid on or before the

10.00 Language of Bid

The bid prepared by the Bidder and all correspondence/drawings and documents relating to the bid shall be written in English language, provided that any printed literature furnished by the Bidder shall be accompanied by English translation in which case, for purpose of interpretation of the bid, the

11.00 Change in Tender Schedule:

NFL reserves the right to change/amend the tender schedule (date and/or time) and to announce such changes via email/fax/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the Bidder to check the designated website regularly as per the time schedule to get the details of any such changes. NFL shall not be responsible if a vendor is not able to participate in any such schedule.

12.00 Acceptance/Rejection of Bids:

Notwithstanding anything to the contrary contained herein, NFL reserves the right to accept or reject any or all bids in whole or in part and/or accept other than the lowest bid without assigning any reasons therefor. NFL is also not bound to disclose the reasons for rejection of the offer to the tenderers.

13.00 Right to vary/split the order

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

14.00 MSMED Declaration (For Indian Bidders only):

In case you are registered as MICRO/SMALL Enterprise (MSEs) under `The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, you shall mention your registration in your offer and also enclose a copy of the valid certificate issued by the concern

- The Micro & Small Enterprises (MSEs) shall be entitled for benefits under the Public procurement terms and conditions indicated therein for the following:
 - (i) Public Procurement (Preference to Make in India), Order 2020.
 - (ii) Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 as amended or
 - (iii) Relaxation of Norms for Startups notified vides Order No. F.20/2/2014-PPD (Pt.) dated 15.08.2014 by Department of Expenditure, Procurement Policy Division.

- Provisions of Public Procurement (Preference to make in India) order 2020 notified vide September, 2020 of Ministry of Commerce and Industry, Department for Promotion of Industries Bidders have to submit the duly filled, stamped and signed form enclosed at Annexure-N.

NFV/PUR/BIA210974-V

- In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked 2012, then the bidder should categorically seek benefits against one of the two only i.e. either cannot be modified subsequently.
- **Registration on Udyam Registration Portal:** MSE bidders are required to register themselves will not be able to enjoy the benefit as per Public Procurement Policy for MSEs order, 2012 issued

It shall also be confirmed by the Bidders if the MSEs owned by SC/ST Entrepreneurs and in that by concerned authorities.

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

15.0 Earnest Money Deposit (EMD):

15.01 Tenderers must submit Earnest money deposit of **Rs. 1,00,000/-** (Rupees One Lakh

- i) E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are
 - 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: **SBIN0030282**

After depositing the amount through RTGS/NEFT, the bidders will be required to immediately Depositor's name, our NIT No. and nature of deposit (i.e. EMD/SD-PBG etc.) through e-mail

or

- ii) Crossed Demand Draft favouring National Fertilizers Ltd. issued by any National Bank of India, NFL Vijaypur Branch (Code: 30282), NFL Complex, Vijaypur-473111, District bankers name etc. has to be submitted in relevant field/column of online module

or

- iii) Bank Guarantee from any Scheduled/Nationalized Bank (except Rural/Co-operative Bank) Annexure-H). The Bank Guarantee should be valid for a period of 120 days from the date of undertaking for extension of the Bank Guarantee in case the same is desired name etc. has to be submitted in relevant field/column of online module).

iv) Cheques shall not be accepted in any case.

15.02 Tenders without Earnest Money Deposit are liable to be rejected. In case of submission, it is ensured by the vendor that the original DD/Bank Guarantee is received by NFL before opening of Techno-Commercial Bids for verification of the details of DD/Bank Guarantee given online.

15.03 Earnest money shall be forfeited at the sole discretion of NFL in case tenderer after submission either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions

terms and conditions of the tender within validity period.

- 15.04 Earnest Money of the successful tenderers shall be returned on submission of security
- 15.05 Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible
- 15.06 No interest will be paid on the Earnest Money Deposit.

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16.00 Security Deposit-cum-Performance Bank Guarantee: (3% of PO Value)

16.01 Successful Tenderer, for the faithful and proper fulfillment of the contract, shall have Bank Guarantee (SD-cum-PBG) equivalent to **3% (Three Percentage) of Order Value** which Bank Guarantee Deposit can be furnished in the form of:-

- a. E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as follows:
OR
- b. By way of a Bank Guarantee from any Nationalized/Scheduled Bank (**except** as prescribed by NFL (see Annexure-J)). The Bank Guarantee should be valid for **Guarantee Period plus a claim period of 3 months.**

The bank Guarantee should be submitted by bankers directly to NFL in a sealed envelope.

ON-LINE CONFIRMATION OF BANK GUARANTEE THROUGH SFMS:

The Vender/ Contractor shall also arrange to send BG advice (including all BG a Bank Guarantee) (Structured Financial Messaging System) platform directly to the NFL Banker, i.e. ICICI Bank, New Delhi, Up, 201301, IFSC Code: ICIC0000031, as per following details:

- (i) **IFN 760 COV for issuance of bank guarantee.**
(ii) **IFN 767 COV for amendment of bank guarantee.**
(iii) **Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV.**
(iv) **Issuing bank shall mention NFL beneficiary code as 760 COV/IFN 767 COV.**

- 16.02 Security Deposit shall be retained by NFL during the currency of contract or till settlement. In case of any dispute or difference not settled within the validity of Bank Guarantee, the Bank Guarantee shall be extended as asked. NFL shall have the sole discretion to **'Call in'** the Bank to pay the amount drawn.
- 16.03 The above deposit shall be deemed to be security for the faithful performance of the contract under the Indian Contract Act, 1872 and for the extension of that section. The contract shall be deemed to be performance of an essential duty.
- 16.04 In the event of breach of any of the terms and conditions of the contract, the Bank Guarantee/Security Deposit either the whole or part of value of Bank Guarantee or Bank Guarantee/Deposit to the extent of the amount so drawn within 15 days of receipt.
- 16.05 The amount so drawn shall not in any way effect any remedy to which NFL may be entitled under the contract or any law for the time being in force relating thereto or bearing thereon.

- 16.06 In the event of forfeiture of whole or part of the Security Deposit, the tenderer shall security amount deposit as per Clause 16.01 above
- 16.07 The Security Deposit shall be refunded after contract has been successfully complet NFL. It shall be lawful for NFL, if any difference or dispute is likely to exist, to defer th which may be due for release until such difference and dispute had been finally settlec
- 16.08 **The Security Deposit amount shall not carry any interest.**

NFV/PUR/BIA210974-V

17.00 **Price Submission:**

- 17.01 The bidders shall quote the rates on **FOR - NFL Stores, Vijaipur basis** giving th **GeM only** (Annexure-E for reference)
- 17.02 ~~If for any reason, prices tendered are for delivery **FOR – Forwarding Station**, the fr material should be clearly mentioned in the quotation. In case the rates quoted are l charges should either be included in price or stated separately in definite terms (if app NFL, shall, however, reserve the right to enter into a contract either on Ex-Works, F.O.P sole discretion **(NOT Applicable)**~~

17.03 **GST:**

In case IGST/CGST/SGST chargeable extra and to be paid by NFL should be clearly in against submission of documentary evidence. Rates prevailing on the date of submi case any Tax/Duty is not clearly specified in the Price Bid, then it will be presumed tha

TDS shall be deducted from GST payable from the bill in accordance with GST Act/Law GST portal within 3 days from due date of filing of TDS return (GSTR7) by NFL to ena you fail to accept the same in the GST portal, penalty if any imposed by GST authority,

Tenders shall also mention their GST Registration Number and the HSN Code of offerec

17.04 **Packing and Forwarding Charges:**

P&F Charges should either be included in the quoted price or stated separately in defir

- 17.05 The rates should be exclusive of transit insurance from Despatch Station to our wareh Marine Policy/NFL Open policy.
- 17.06 Tenderers must mention their GST Identification Number/PAN allotted by statutory a must invariably mention the HSN Code of the offered item.
- 17.07 Quoted rate(s) on Ex-works/FOR prices should remain firm till complete execution of l offers.
- 17.08 The tenderer shall quote the price strictly as per the Proforma enclosed for schedule quantity quoted by them. Tenders with quotation of different rate for different quantiti

18.00 **Conversion to Single Currency**

To facilitate evaluation and comparison, NFL will convert all bid prices expressed in the a payable, to Indian Rupees based on the exchange rate for TT Selling prevailing on the d Nationalized/Scheduled Bank / published in reputed / largely circulated Newspapers such as E

19.00 No enhancement of rates will be allowed once the quotation is submitted/accepted and the c acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudi

20.00 No escalation will be allowed due to any increase in duties/levies in case of extension sought

NFV/PUR/BIA210974-V

21.00 **Payment Terms & Mode:**

21.01 NFL will not make any advance payments to the vendor. Progressive Payment shall Milestone:

(a) Supply of Hardware & Software: 70% payment + taxes within 30 days after Site/Stores. Balance 30% payment towards supply within 30 days after successful system at NFL Vijaipur Site.

(b) Installation & Commissioning: 100% payment within 30 days after successful i material at NFL Vijaipur Site, along with balance 30% payment of supply portion (P

Bidder 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 Banker: **State Bank of India, NFL Vijaypur Branch (Code: 30282), NFL Comple**

22.00 **Validity of Tenders:**

The tenders must be valid for acceptance for 120 days from the tender opening date.

23.00 **Guarantee:**

The offered material shall be guaranteed against any manufacturing defect and poor workma or 12 months from date of commissioning whichever is earlier. In case the material fails / any during guarantee period due to defective material or bad workmanship, you will have to guarantee certificate should indicate our order number and your invoice number. Guarantee documents. Tenderers shall confirm the same in their quotations.

24.00 **Delivery Period**

Bidders shall indicate the shortest and firm delivery period for the offered item in their offer.

Tenderers may note that any change in statutory levies and imposition of new statutory levies shall be to NFL's account, provided there is no delay in supply and deliveries are with supplies/deliveries, any increase in statutory levies or new imposition of statutory levy will increase and decrease in such levies for the delayed supplies/deliveries shall be to NFL's account.

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

It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and supplies, unless extension of delivery has been granted by us on application by the suppliers,

- (i) recover liquidated damages from supplier at a sum equal to ½% per week or part the 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
- (iii) cancel the contract without prejudice to our rights under (i) & (ii) above.

· ***GST as applicable on the LD Charges/Penalty shall also be recoverable in addition to LD Charges.***

26.00 Tenderers shall confirm that they will supply the material securely packed in a good transport material during transit and storage.

NFV/PUR/BIA210974-V

27.00 **Destination for booking:**

For Indian Vendors:

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

28.00 **Inspection of Material**

The material will be inspected at NFL Stores, Vijaipur only after receipt and its report shall be :

29.00 **Acceptance/Rejection of Material:**

Subsequent to an order being placed against your Quotation, received in response to this Enclosure, the material shall be of the right quality or not in accordance with our specifications (required by us) or received in any other reason of which we (NFL) shall be the sole judge, we shall be entitled to reject the material, open market/other sources and recover the loss, if any, from the supplier reserving to ourselves the right to do so. The supplier will make his own arrangements to remove the material and do so. Thereafter, material will lie entirely at the supplier's risk and responsibility and any loss, if applicable, will be recoverable from the supplier.

30.00 **Clear understanding:**

When a tenderer submits his tender in response to this tender document, he will be deemed to accept the terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the point and/or a clause of the tender.

31.00 One person will be allowed to represent only one company during discussions/ negotiations. If a person represents more than one company with authorisation letter from more than one company, such person will be allowed to represent only one company in all negotiations.

32.00 The prospective tenderers having any common partners/Directors/Managing partners, etc. shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible to submit a 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 in the bidding.
- (b) That the bidders, their associates, sister concerns etc. have not been blacklisted by the 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 tenders.

33.00 It shall be certified by the tenderer that none of the NFL employee is related to owners/directors (details separately).

34.00 It shall be certified by the tenderer that none of NFL's ex-employee is employed with them. (Details separately).

35.00 It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in the bidding.

36.00 Should a tenderer or contractor have a relation/s or in case of a firm or Company of contractor shareholdings employed in the N.F.L., the tenderer must disclose the names of such relation/s and at its sole discretion reject the tender or rescind the contract.

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37.00 **Debarment of Tenderers**

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

38.00 **Award of Contract:**

Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited. The award of contract issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as mentioned in the tender document shall supersede any other terms and conditions that might have been indicated in the Tender submitted.

39.00 The tenderer shall comply with all statutory requirements and laws in performing the contract. The employees while performing the contract by the tenderer shall be solely his.

40.00 The supplier shall indemnify and legally protect NFL and/or its employees against all claims and causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract and 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 failure to pay said amount from any security or other guarantee available with the NFL under the contract.

41.00 The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws and orders of their count on the part of the seller and the consequence thereof shall be solely on account of and solely borne and paid for by the seller.

42.00 **Laws Governing Purchase Order**

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

43.00 **Secrecy**

Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be confidential and shall not without the written consent of NFL be published or disclosed to any person for the purpose of implementing the contract.

44.00 **Subletting of Contract:**

The successful tenderer shall not sublet or assign the contract or any part of it without the written consent of NFL. In the event of the successful tenderer subletting or assigning the contract or any part thereof with a third party, the tenderer shall be liable to NFL for the loss which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is not recognized by NFL, the tenderer shall not recognize any contractual obligation with the person or party to whom subletting is permitted. The tenderer shall ensure satisfactory and due and proper fulfillment of the contract.

45.00 **Force Majeure:**

Neither party shall be liable for any claim on account of any loss, damage or compensation in terms of this contract where such failure is caused due to war, rebellion, mutiny, civil commotion, strike, major break down of the plant or Acts of God or due to any restraint or regulation by Government Authority/ies, provided a notice of such occurrence is given to the other party in writing with the force majeure condition furnishing therewith documentary evidence supporting the working of force majeure.

On cessation of the force majeure the party invoking force majeure shall inform the other party immediately and effect the contract.

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46.00 **Disputes:**

In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing that, the dispute shall be referred to the Arbitration Tribunal constituted by the Government of India.

accordance with the Indian Arbitration Act and amendments thereof (Applicable for Indian Overseas Bidders).

In the event of any dispute or difference relating to the interpretation and application of the p Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Governm concerning Railways, Income Tax, Customs & Excise Departments), such dispute or differer through AMRCD (Administrative Mechanism for Resolution of CPSE Disputes) as mentioned in 05-2018.

47.00 **Arbitration:**

47.01 Any dispute or difference whatsoever arising between the parties out of or relating to the (this contract or the validity or the breach thereof shall be resolved amicably though negoti given by the party seeking resolution of a dispute to other party. If the dispute is not resolved 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 Lim

Where the claim including determination of interest, if any, being claimed up to the date of Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually a disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator s Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed, upto the date of c the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party sh the date of receipt of notice of invocation of arbitration and two nominated arbitrators sh thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its beha fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accorda Act, 1996.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and thereof and the rules made thereunder.

It is agree by and between the parties that in case a reference is made to the Arbitrator f arising out of the contract by and between the parties hereto, the Arbitrator shall not award SBI PLR/Base Rate applicable to NFL on date of award of the contract.

The seat and venue of arbitration shall be at Delhi/NFL Vijapur, Guna.

The cost of the proceeding shall be equally borne by the parties, unless otherwise directed tribunal shall be final and binding on all parties.

47.02 **Applicable for Foreign Vendors / Parties:**

Any dispute arising out of or in connection with this contract, including any question regar referred to and finally resolved by arbitration administered by the Singapore International Arbitration Rule of the Singapore international Arbitration Centre ("SIAC Rules") for the ti incorporated by reference in this clause.

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

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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

47.03 **Applicable for CPSEs and Government Department:**

All commercial disputes between CPSEs inter se and CPSE(s) and Govt. Department(s)/Org. Mechanism for resolution of CPSEs Disputes (AMRCED) as provided vide DPE OM No. 4(1)/2 GM-05/0003/2019-FTS-10937 dated 20.02.2020. Following clause in all commercial contracts Department/Organizations shall be included as under:

“In the event of any dispute or difference relating to the interpretation and application of Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and those related to taxation), such dispute or difference shall be taken up by either party for resolution vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.”

47.04 Execution of Purchase Order shall be continued by the Supplier during the Arbitration NFL.

48.00 **Patent Rights**

In the event of order, the Tenderer shall agree to indemnify the NFL or/and hold it/them harmless for any expense including counsel fees arising from or by reasons of an action or claimed trade mark infringement based hereon with respect of any part of the quoted items and such obligation shall survive as per the contract.

49.00 **Indemnity**

In the event of order, the Tenderer shall indemnify and save harmless NFL and or customer for any loss or damages or studies arising out of the services, labour, equipment and material supplied.

50.00 **Jurisdiction**

All actions at law or suits arising out of or in connection with this contract or the subject matter shall be filed in the Guna district in the State of Madhya Pradesh, India.

51.00 **Registration on GeM Portal:**

As per the Office Memorandum No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Public Procurement, Government of India, it is mandatory for the sellers to be registered on GeM (Government e-Market) and obtain a user ID and password for the order/acceptance of contract. Further, this ID shall have to be incorporated on the Contract/PO. For a technically acceptable successful bidder, your prior registration on GeM is essential before placing an order.

52.0 **Model Clause regarding Restrictions on Public Procurement from certain countries**

With reference to OM No. 6/18/2019-PPD Dated 23.07.2020 amending Rule 144(xi) in the 23.07.2020 Restricting bidders from certain countries under Rule 144 (xi) of GFRs, 2017; providing Exclusion from the restriction; and; Order (Public Procurement No. 3) Dt. 23.07.2020 (Public Procurement No. 1); any bidder from a country which shares a land border with India will be eligible to bid only if it is registered with the Competent Authority specified in Annex I of Order (Public Procurement No. 3) Dt. 23.07.2020.

The definition regarding “Bidder”; “Bidder from a country which shares a land border with India” shall be as per the Definitions clauses at sl no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 3) Dt. 23.07.2020.

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Bidders are required to go through them thoroughly and strictly adhere to the provisions contained stamped and signed form enclosed at Annexure-L: Model Clause Certificate: Public Procurement

53.0 Signing of Integrity Pact

Bidder will sign and submit the Integrity Pact as per enclosed Annexure-N, which is an Integrity Pact for Techno-Commercial Bids, failing which the Bidder will stand disqualified from the tendering process. Details regarding Integrity Pact can be viewed on our website www.nationalfertilizers.com.

National Fertilizers Limited

(A Government of India Undertaking)

Vijaipur - 473 111, Dist: Guna (MP), India

(An ISO 9001, 14001 & OHSAS 18001 Unit)

CIN No. L74899DL1974GOI007417

E-Tender ID:

S. No.	NFL Item Code	Item Description	UOM	Quantity Required
1	IA2210133	DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AMMONIA STORAGE PLC ALONG WITH SUPPLYING OF SPARES. REFER ANNEXURE-M FOR DETAILED SPECIFICATIONS, SCOPE OF WORK & REFER ANNEXURE-I FOR ELIGIBILITY CRITERIA	ST	1.000

Note:

1. Bidder may visit M/s NFL, Vijaipur site to see the site conditions & existing PLC System
2. Bidder should clearly mention make & model of all offered item along with technical bi
3. The Complete Technical Specifications, Scope and other terms & conditions shall be as
4. Bidders will be required to submit your comments/confirmation on all the points men along with offer.
5. Bidders will be required to submit your comments/confirmation on all the points m offer.
6. The offered material shall be guaranteed against any manufacturing defect and poor supply or 12 months from date of commissioning whichever is earlier. In case th STORAGE PLC SYSTEM during guarantee period due to defective material or bad work same free of cost. The guarantee certificate should indicate our order number and : submitted along with despatch documents. Tenderers shall confirm the same in their o
7. The Installation & Commissioning of the supplied system shall be in bidders scope.
8. Free Training to NFL Engineers **(20 Engineers)** & Operators **(20 Operators)** for one in bidders scope.
9. You will submit detailed technical specifications & catalogue of the offered items along
10. The evaluation of the bids shall be done on the basis of over all landed cost including :
11. Any deviation from NIT specifications should be clearly mentioned in your offer.

National Fertilizers Limited

(A Government of India Undertaking)

Vijaipur - 473 111, Dist: Guna (MP), India

(An ISO 9001, 14001 & OHSAS 18001 Unit)

CIN No. L74899DL1974GOI007417

E-Tender ID:

NFV/PUR/BIA210974-V Dated: 19-09-2022

Template for confirmation on Techno-Commercial Points (to be filled)

	Name of the Bidder	M/s.	
S.No.	Description	NFL Requirement as per NIT	Vendor's Commer
1	Item Description	AS PER ANNEXURE-C	
2	Quantity Required	AS PER ANNEXURE-C	
3	Guarantee	The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 18 months from date of supply or 12 months from date of commissioning whichever is earlier. In case the material fails/ any problem occurs in AMMONIA STORAGE PLC SYSTEM during guarantee period due to defective material or bad workmanship, you will have to replace/rectify/attend the same free of cost. The guarantee certificate should indicate our order number and your invoice number. Guaranteed Certificate shall be submitted along with despatch documents. Tenderers shall confirm the same in their quotations.	
4	Earnest Deposit (EMD)	Money EMD of Rs. 1,00,000/- (Rupees One Lakh only), to be furnished in the manner as explained in Clause No. 15.00 of Terms and Conditions of NIT (Annexure-B). Bidders shall indicate the details of DD/BG here. (Scanned copy of DD/BG to be uploaded).	

5	Security Deposit cum Performance Bank Guarantee (SD-cum-PBG)	Successful Tenderer will have to furnish SD-cum-PBG equivalent to 3% of Order Value for the faithful and proper fulfillment of the contract as per Clause No. 16.00 of General Terms and Conditions of NIT (Annexure-B). Tenderers shall confirm their acceptance for the same.
6	Offer Validity	Offers should be valid for 120 Days from bid opening date. Vendors confirm their acceptance
7	Price Basis	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)
8	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.
9	GST	The rate (%) of GST quoted & considered in Total Price to be mentioned by Vendor.
10	GST Identification Number	Tenderers shall invariably mention the GST Identification Number allotted to them.
11	HSN Code	Tenderers shall invariably mention the HSN Code of the offered items.
12	Freight	If prices tendered are for delivery FOR - Despatching Station, then freight charges should be clearly mentioned in the Price Bid.
13	Transit Insurance	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.
14	Payment Terms	As per Annexure - B, Clause Sr. No: (21)
15	Delivery Period/Schedule	To be indicated by the Bidder for (a) For Supply: (b) For Installation & Commissioning Activities after site readiness/intimation:
16	Price Firmness	Vendors to confirm that the quoted prices will remain firm till execution of the PO except variations in statutory duties/taxes.

17	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 25.00 of General Terms and Conditions of Notice Inviting Tender (Annexure-B).
18	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
19	Mode of Despatch	By road preferably through TCI/ETO.
20	PAN Number	Vendors to indicate the PAN Number allotted to their firm/company and upload the scan of the PAN Card.
21	MSMED Registration (For Indian Bidders)	See Clause No. 14.00 of General Terms and Conditions of Notice Inviting Tender (Annexure-B) 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.
22	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.
23	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).
24	*	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)
25	*	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.

26	Debarment of Tenderers	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	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/submitting the tender against this E-Tender
28	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	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.
30	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.
31	Laws governing Purchase Order	The purchase order shall be governed by the Laws of Union of India for the time being in force.
32	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.
33	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.

34	Force Majeure	Shall be as per Clause No. 45.00 of Terms and Conditions of Notice Inviting Tender.
35	Arbitration	Arbitration Procedures shall be as per Clause 47.00 of Terms and Conditions of Notice Inviting Tender.
36	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.
37	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.
38	Uploading of Other documents	Vendors may upload any other document (if required) and indicate the same.
39	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.
40	Installation & Commissioning	The installation & commissioning of the system shall be in bidder's scope.
41	Bidder's comments on Annexure-D, I, M	You will be required to give your comments/confirmation on all the points mentioned in Technical Specifications Annexure-M, Techno-Commercial Template Annexure-D & Eligibility Criteria Annexure-I of our NIT, in your offer.
42	Purchase Preference under Make in India	Bidders have to furnish the Self Certification form (Ref Annexure-K: Self-Certification Form: Make In India (Local Content)) along with the bid.
43	Model Clause of Procurement	As per Clause no. 52.0 of GTC, bidders have to submit Annexure for Model Clause (Ref Annexure-L: Model Clause Certificate: Public Procurement) along with the bid.
44	Signing of Integrity Pact	Bidder will sign and submit the Integrity Pact as per enclosed Annexure-N, which is an integral part of Tender Documents, along with Un-priced Techno-Commercial Bids, failing which the Bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website www.nationalfertilizers.com .
45	Documents submitted along with offer	<ol style="list-style-type: none"> 1. Confirmation / comments on Annexure-D 2. Confirmation / comments on Annexure-M 3. Confirmation / comments on Annexure-I 4. A complete set of signed & sealed NIT document 5. Signed copy of Integrity Pact (Annexure-N)

We hereby declare that we have read, understood and accepted all terms & conditions of NIT without any deviation. As Tender Document Upload duly digitally signed Tender Document.

E-Tender ID:

NFV/PUR/BIA210974-V Dated: 19-09-2022

PRICE BID AS ON GeM

(PRICE BID REFERENCE FORMAT)

Sl. No.	Item Description	Unit of Measurement	Quantity	HSN Code	Unit Price (in Rs.)	Total Basic Cost (Rs.) [4 x 6]	P&F Charges (in %) (if applicable) [% on 7]	GST (in %) [% on (7+8)]	Total Basic (Including GST) [7+8+9]	Freight Charges (in Rs) [if any (from Despatching Station to NFL, Vijaipur]	GST (in %) [% on 11]	Total Freight Charges (Including GST) [11+12]
1	2	3	4	5	6	7	8	9	10	11	12	13
A	DESIGN, ENGINEERING, SUPPLY, OF AMMONIA STORAGE PLC ALONG WITH SUPPLYING OF SPARES. REFER ANNEXURE -M FOR DETAILED SPECIFICATIONS, SCOPE OF WORK & REFER ANNEXURE -I FOR ELIGIBILITY CRITERIA	ST	1						Rs. (In Figures) Rs. (In Words)			Rs. (In Figures) Rs. (In Words)

Note:

1. Goods and Service Tax, Freight etc. shall be paid extra at actuals against submission of documentary evidence s
2. Price basis should be clearly indicated in the offer and break-up of the rates should be given accordingly.

I/We have read all the terms and conditions of the NIT and the Annexure(s) thereto and agree to accept and abide by after taking into account all the terms and conditions of the NIT.

Signature & Stamp of Tenderer

Date:

E-Tender ID:

NFV/PUR/BIA210974-V Dated: 19-09-2022

LOADING CRITERIA

The bidders must accept the terms and conditions stipulated in the NIT, failing which the bid However, NFL may at its sole discretion, accept bids having deviation to NIT terms and Conditions by

i. **Offers received without EMD:**

Full EMD value shall be loaded to the quoted rates of those tenderers who have not submit generate competition.

ii. a. **Non-submission of Security Deposit:**

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder. For loading shall be done as under:-

Bank guarantee for Security Deposit	Loading Criteria
Less than 3%.	(3%-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

b. **Non-submission of Performance Bank Guarantee:**

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder. For loading shall be done as under:-

PBG Quoted	Loading Criteria
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Less than 3%.	3% - Quoted Percentage of CIF/Ex-Works Prices
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c. **Loading on account of discrepancy in the Warranty/Guarantee Period**
Wherever Bidders quote reduced Warranty/Guarantee Period, following loading criteria shall b

[3% of CIF/Ex-Works Price x (No. of Months as per NIT – No. of Months quoted]

No. of Months as per NIT

NOTE:

If the sum of (b) and (c) above is more than 3% of CIF/ Ex-Works Prices, then the loading shall

iii. **Payment Terms**

NFL will not make any advance/progressive payments. NFL’s standard payment term is “ material at site.” The deviation in differential payment terms with respect to NIT Clause sh. Rate (SBI MCLR) + 1% for the period:

a. **Interest calculation against Mobilization Advance:**

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

b. **Interest calculation on progressive payment:**

Interest on progressive payment shall be calculated on FOB/Ex-Works price for the followir

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S . N o . .	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

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	
6 a	Foreign Bidders	Three Months
6 b	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

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.
- (b) As per GOI guidelines No Interest free advance shall be granted to the parties. However advance shall be granted if the Purchase order is terminated due to default of the Party, the 'Mobilisation Advance' shall be granted at an interest rate of (SBIMCLR +1)%.

iv. **Packing & Forwarding**

Wherever Bidders have not indicated P&F Charges, but mentioned that 'P&F Charges extra Works Price (i.e. 1% each for Packing and/or Forwarding respectively or the maximum amount mentioned in the Bid) shall be applicable. NFL's maximum liability to pay P&F Charges shall be limited to the amount loaded for evaluation.

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

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

	Quoted Liquidated Damages	Loading criteria
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 be done on the quoted (Ex-works/ CIF value) prices.

vi. **Third Party Inspection Charges (Wherever applicable)**

Wherever Bidders have not indicated the TPI Charges in their quotations but mentioned that Inspection Charges quoted by other Bidders shall be loaded for evaluation purpose

vii. **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 avail 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, charges up to site the same shall be considered for evaluation. However, if only some parties to load for such parties who have not quoted freight charges with freight charges as above. N on these Bidders.

ix. **Transit Insurance Premium**

- For Indian Bidders:

To arrive at the landed prices, Transit Insurance shall be calculated @0.11% of (Basic Price +

NFV/PUR/BIA210974-V

BID SECURITY FORM

Draft of Bank Guarantee for Bid Security Deposit (i.e. Earnest Money)

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

In consideration of National Fertilizers Limited (NFL), having its Registered Office at SCOPE Building, New Delhi-110 003 (hereinafter called as 'NFL' which expression shall unless repugnant to the subject matter, have the same meaning as assigned to it in the said tender) having agreed to exempt _____ (hereinafter called the, 'the said tenderer(s)') subject or context includes his successors and assigns) from the demand under the terms and conditions of the said tender _____ hereinafter called "the said tenderer" of such Bid Security Deposit for the due performance of the said tender _____ for _____ on production of Bank Guarantee (Rs. _____ only).

1. We _____, the bank, hereinafter referred to as 'the bank' do hereby undertake to provide a Bank Guarantee for the sum of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision on the award of the said tender and loss suffered shall be binding on us).
2. We _____, the bank do hereby undertake to pay the amounts due and payable under the said tender on demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or suffered by the said tenderer(s) of any of the terms or conditions contained in the said tender. We shall also keep the tender open. Any such demand made on the bank shall be conclusive as regards the award of the said tender. However, our liability under this guarantee shall be restricted to a sum of 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, shall be enforceable till the said tender is finally decided and order placed on the successful tenderer and the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized authority has confirmed that the conditions of the said tender have been fully and properly carried out by the said tenderer(s) or till a demand or claim under this guarantee is made on us in writing on or before the _____ period mentioned in the paragraph for the validity of the bank guarantee in the said tender. This guarantee shall terminate thereafter.
4. We _____, the bank, lastly undertake not to revoke this guarantee during the validity of the said tender 'NFL' in writing.

Dated _____ day of _____ 2022

Corporate seal for Bank

-
-
-
-
-

NFV/PUR/BIA210974-V

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 b
_____ (hereinafter called BANK) which expression shall unless repugnant to the context or cont
on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 ar
7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof includ
pursuance to the agreement dated _____ (hereinafter called CONTRACT) entered into between National
Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to
successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to subbr
Rs. _____. CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinaft
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 holdi
promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed
under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to
the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in t
and conditions of this Security Deposit cum Performance Bank Guarantee have been observed or not shall be final
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 given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate ; _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, it 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 amount of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without giving time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted without the 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 from the date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to the provisions of the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within the said period, 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 above, and 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 deemed to have been given if a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, is produced.

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 2.

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)

Self-Certification Form: Make In India (Local Center)

(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 C

Sir,

This is to certify that M/s.....is a 'Class I Local Supplier'/ 'Class
other one) 'at the time of tender, bidding or solicitation hereby confirm that the item offered me
Supplier' /'Class II Local Supplier' (Tick appropriate option & cut the other one) and the Local Content

I also certify that the bidder M/s..... has not been debarred by any p

The address is as below, where the local content/value addition is made:

[Factory Address]

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

For M/s.....

Authorized Signatory

(with company seal & Name)

Model Clause Certificate: Public Procurement

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

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)

Sir,

I.....(authorized
M/s..... have read the clause regarding restrictions on procurement fr
with India.

We certify that this bidder M/s..... [Vendor Name & address] is not from

or,

However, if any bidder falls in the category of bidders as indicated in the Definitions clause at S.r
Public Procurement No. 1) dt.23.07.2020, should submit the certificate as under:

We hereby certify that M/s..... [Vendor Name & address] is from such
Authority (specified in Annexure- I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt.23.0
requirements in this regard and is eligible to be considered. The evidence of valid registration by the

For M/s.....

Authorized Signatory

(with company seal & Name)

4. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceeding or any other legal proceedings or any other legal undertaking to this effect with bid.

5. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility for GST on actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload their organization's policy along with bid. [Click here to view the file](#)

7. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

8. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can check the specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

9. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured products for any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the prime criterion.

10. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of work) to be provided by resource or OEM authorised Reseller.

11. **Generic**

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. COST OF SUCH VISIT TO BE Borne by Bidder.
2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the Bidder to indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss of property, costs, and expenses incurred as a result of such visit.
3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of information or responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions etc. at the bid.

12. **Generic**

Scope of supply includes Training: Number of employees to be trained 20 , Place for Training NFL VIJAI PUR ar

13. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

14. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buye
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior writ
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally lia sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there un

15. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufactur details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the b

16. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy availa part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated D apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchas

17. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screensh

18. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goo Clearances required (if any)

19. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Bala Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploac incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial account for this criteria.

20. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product du previous financial year, should be as indicated in the bid document. Documentary evidence in the form of cer certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant pe constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the complet taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary produc

21. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registere India. The certificate to this effect should be submitted.

22. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephc

23. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for

24. **Inspection**

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer premises (or at designated place for inspection as declared / communicated by the seller) for their compliance with the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection. Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be subjected to pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location. In case of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency, the seller should take into account 7 days for inspection from the date of email offering the goods for inspection. The inspection shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through the buyer nominated Inspection agency.

25. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid

26. **Warranty**

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty covers the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down after established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for all Centres near consignee destinations are to be uploaded along with the bid.

27. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engine Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty in the relevant clause of the bid.

28. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of National Fertilizers Limited V. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to date.

29. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name MFL 10346673311 IFSC Code SBIN0030282 Bank Name State Bank of India Branch address NFL Vijaipur (NFL Corridor). Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line the Online Payment Transfer along with bid.

30. **Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for it:
a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoice.
b. Execution certificate by client with order value.
c. Any other document in support of order execution like Third Party Inspection release note, etc.

31. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

32. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (bes be made in favour of National Fertilizers Limited Vijaipur Unit payable at State Bank of India, NFL Vijaipur (NFL Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy of contract.

33. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet (GTC). On-line payment shall be in Beneficiary name National Fertilizers Limited Vijaipur Unit Account No. 103 Bank of India Branch address NFL Vijaipur (NFL Complex) Branch Code: 30282. Successful Bidder to indicate transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online award of contract.

34. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate prescribed in the Product Specification given in the bid document.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy changing the default time period for Acceptance of material or payment timeline governed by OM of Department of considered part of bid. Further any reference of conditions published on any external site or reference to external document seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, Government fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee as null and void.

[This Bid is also governed by the General Terms and Condition](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which is not registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be in accordance with the laws.

---Thank You---