

**“Request For Quotation for Erasing/Defacing & Printing on empty bags of Fertilizers lying at Mundra Port”.**

**RFQ dated 13-10-2022**



## **National Fertilizers Limited**

(A Govt. of India Undertaking)

CINL74899DL1974GOI007417

### **Zonal Office**

A/A-2, Office Complex, Gautam Nagar, Bhopal(M.P.)-462 023

## **IMPORTANT INFORMATION FOR THE BIDDER**

National Fertilizers Limited is the second largest producer and marketer of nitrogenous fertilizers in the country. The five-urea production units of the company are located one each at Nangal and Bathinda in Punjab, Panipat in Haryana and two at Vijaipur in Madhya Pradesh.

Bids are invited from experienced parties for the work of **Erasing/Defacing of old MRP / subsidy and printing of New MRP & subsidy on empty bags (Single Job)**. Parties should go through the contents of this document carefully and submit it along with all the required documents / information.

### **SCOPE OF WORK:**

- a) The vendor / service provider / contractor has to make all the arrangements required for printing of bags like machines, working space and manpower etc, although NFL may request our port contractor to arrange working space but all the risks and responsibility to work inside the port premises lies with the vendor appointed.
- b) Old MRP and subsidy are already printed on bags, which needs erasing or defacing of old MRP&Subsidy and printing of new MRP& subsidy on empty bags as per our requirement (to be given separately). This job includes (but not limited to) handling of bales / bundles (usually one bale consists of 500 bags), opening of bales and repacking in the same manner after completion of task, making necessary corrections (erasing/defacing of old MRP / subsidy and printing of New MRP / subsidy). However, before starting of mass reprinting job, vendor is required to submit a "Proof" sample which shall be approved by concerned NFL official.
- c) To carry out printing work, shifting of bags outside port premises should be avoided, however in the exigency the shifting of bags can be permitted by the NFL official, but all the risk and cost including transportation, handling and in-transit insurance will be arranged by the vendor at their own cost. No separate amount can be claimed for any kind of operation carried out by the vendor.
- d) Entire quantity of empty bags handed over to the party by our port contractor for printing work shall be delivered back in same condition and same packing. Shortage or any quality deterioration if reported by our port contractor / custodian of bags shall be borne by the vendor and deductible as per the cost incurred to NFL.
- e) The entire job of reprinting including loading/unloading and transportation from/to our notified destination / godown has to be completed in every respects within a period of stipulated time from the date of issue of job / delivery order.

The capacity of vendor for printing of bags completed in all respect must be a minimum of 30,000 bags per day. If vendor fails to supply printed bags completed in every respect @ 30000 bags per day, during urgent requirements then NFL reserves the right to get the work done from any other suitable party on the risk and cost of Vendor. In such cases security deposit of vendor will also be utilized under "Risk and Cost".

### **HOW TO PARTICIPATE:**

The participating vendor shall provide the following documents along with their bid which will be evaluated on the same day:-

- a) Price bid completely filled in every respect, the quoted rates may be filled both in figures as well as words.
- b) Seal and Signed copy of this document in token of unconditional acceptance of all the terms and conditions.
- c) Earnest Money Deposit: EMD amount of **Rs. 2000/-** (Rupees Two thousand only), deposited through RTGS (UTR No.) ..... dated ..... in NFL's SBI A/c No 10107898395 in Bhopal Mahaveer Nagar Branch, IFSC: SBIN0003867, MICR: 462002015 or through D.D No. .... dated..... in favour of National Fertilizers Limited payable at Bhopal. Earnest Money will be refunded to the unsuccessful bidder after award of the contract through NEFT/RTGS only. No interest will be paid on Earnest Money.
- d) Self-attested copy of valid GSTIN allotted by concerned authority.

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- e) Details of Bank Account for payment through NEFT/RTGS. (Name and address of Bank, account number and IFSC.)
- f) Self-attested copy of the valid MSME Registration Certificate issued by concerned authority (if applicable).

All the required documents (scanned copy) are to be sent over email to **all the three e-mail ID's** mentioned below. Further submission of any document in original (if required) will be conveyed back over the same email address from which the price bid and other documents are received.

The price bid (Annexure A) along with the other required documents (as mentioned above) must be sent to us not later than **13:00 pm of 14<sup>th</sup> Oct 2022** to the following email address :-

Sr. No	Email address
1.	<a href="mailto:sumitsingh@nfl.co.in">sumitsingh@nfl.co.in</a>
2.	<a href="mailto:mkjain@nfl.co.in">mkjain@nfl.co.in</a>
3.	pradhyum16122@nfl.co.in

**RATE, VALIDITY PERIOD AND QUANTUM OF WORK :**

The finally submitted rates (PORT WISE / JOB WISE- received through e-mail) will remain fixed and valid for a single work order or a multiple work orders given for the quantum of work as detailed in the price bid document. As per our requirement, job order/instructions will be issued to you for the quantity of the bags required to be printed with revised MRP. No assurance for, lot of empty bags quantity issued to you for reprinting work could be given. The entire job of reprinting including loading/unloading and transportation from/to our notified destination/godown has to be completed in all respects within a period of stipulated time from the date of issue of job/delivery order.

**PENALTY:** Time being the essence of the work order, the party under the work order shall be required to adhere to the time limit and ensure delivery /services. In the event of work is not completed according to the time schedule, the vendor shall have to pay penalty to the NFL at the rate of 1% of the total value of work for delay of one week or part thereof, subject to a ceiling of 5% of the total value of the work. If the vendor does not work in full or part thereof within the stipulated time, the same may be got done by NFL at the risk & cost of the Vendor/ Agency.

**PAYMENT TERMS & SECURITY DEPOSIT:**

- a) Payment shall be released to the vendor after verification of the bill by the Officer-in-charge and checking of the bill by Accounts Deptt. within 15 days from the date of submission of the bill by the vendor through NEFT/RTGS. NFL shall not entertain any claim from the vendor, if the payment gets delayed due to sorting out of the discrepancies, if any, in the bill. Bidder shall provide Invoice 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.NFL GST number must be mentioned on the bills.
- b) GST under the present Contract, shall be reimbursed by NFL to the Vendor, if applicable. Liability of NFL shall be restricted to the amount of G.S.T. only and any interest / penalty etc. shall be to the vendor's account. The bidders shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the HSN Code of item / SAC Code in case of service and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST).
- c) Income Tax & other applicable taxes shall be deducted from the bill(s) of the Vendor as per Income Tax Act, 1961.
- d) Other Taxes & Duties: The vendor will be responsible for the payment wherever applicable at his own cost for turnover tax, toll tax, sales tax, royalty, cess levy and any other tax or duty which may be specified by Local / State / Central Govt. from time to time for the execution of this Job.
- e) 10% of each bill amount will be adjusted against security deposit, which will be refunded after satisfactory completion of work after expiry of contract.

NFL reserves the right to accept or reject any of the offers without assigning any reason thereof.

**ARBITRATION:**

- a. Except where otherwise provided in the contract, all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction; meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or

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liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to the General Manager (Marketing), National Fertilizers Limited for appointment or Arbitrator.

- b. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, The Arbitration & Conciliation (Amendment Act 2015) or further statutory modification or re- enactment thereof and the rules made thereunder.
- c. If the arbitrator to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.
- d. It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR / Base Rate as applicable to NFL on the date of award of contract.

**PROVISION RELATING TO MSMED ACT/ MAKE IN INDIA:**

- a) In case the bidder is registered as Micro, Small or Medium Enterprise under ‘ The Micro, Small and Medium Enterprises Development Act, 2006 ( MSMED Act)’ promulgated by Government of India Vide Notification dated 16.06.2006, he/she should submit self – attested copy of the valid Registration Certificate issued by concerned authority(ies). The bidder(s) should also indicate whether the MSME is owned by SC/CT Entrepreneur(s). If yes, relevant certificate issued by authority (ies) concerned must be attached.
- b) Provision of Public Procurement (Preference to make in India) Order 2017 notified vide Order No.P-45021/2/2017-B.E-II dated 15.06.2017 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India shall be applicable in this tender.
- c) Bidder(s) seeking benefits under Preference to make in India (linked with local content) shall have to comply with the provision specified under the Public Procurement (Preference to Make in India) Order 2017.
- d) MSEs shall be exempted from furnishing Earnest Money Deposit as per guidelines of Government of India.
- e) In case no information is given by the bidder, it will be presumed that the bidder is not covered by the Act and consequently no benefits admissible under the Act shall be applicable.
- f) NFL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.

**FORCE MAJEURE:**

Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence thereof this effect.

**JURISDICTION:**

Notwithstanding the place where the work under this contract is to be executed, it is mutually understood and agreed by and between the parties hereto that the contract shall be deemed to have been entered into between the parties concerned in Delhi and the Courts of Law in Delhi alone shall have the jurisdiction over all matter concerning this contract.

**The Vendor should quote rates as per format available in price bid, inclusive of all elements namely loading/unloading and transportation from/to our notified destination/godown and transit insurance, taxes, levies, duties, wages to labour deployed by you, statutory contributions in respect of labour, profit, overheads, etc. as may have to be incurred by the Vendor. The rates shall remain firm and no variation shall be allowed on any account during the currency of the work/ contract.**

**EVALUATION CRITERIA:** Evaluation of bids for determination of L-1 bidder shall be done based on quoted rates by party port wise / job wise. Cost considering tentative quantities indicated in Schedule of Rates (Price Bid format) and the rate(s) quoted by the bidder. **L-1 will be evaluated by considering financial implications to the company.**

**1. Make in India**

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

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with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 as per latest amendment.

## 2. **Purchase Preference Benefit**

**2.01.** 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 be applicable and subsequent orders issued shall be applicable in this tender.

**2.01.1** 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 as per latest amendment.

(a) Minimum local content: - The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.

**2.01.2** Being domestic tender, only '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.

In case of procurement for a value up to Rs.10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs.10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.

**2.01.3** 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 from violation of this order should be enclosed along with techno-commercial bid.

**(Signed/stamped copy on party/ Company letter head the as per enclosed Annexure-5 is to be submitted).**

## 3. **GeM Seller ID**

As per Circular No. 6/9/2020-PPD dated:24.08.20 from Ministry of Finance: It shall be mandatory for seller, for Goods & Services to Govt. organizations, including CPSEs, to be registered on GeM and obtain a unique GeM Seller ID at the time of placement of order/acceptance of contract. Successful bidder has to ensure compliance of same at the time of order placement/acceptance of contract.

## 4. **Model Clause**

Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020 shall be submitted

5. This document shall form part of the contract and shall be signed and returned.

**DECLARATION**

1. I / We have quoted the rates in Financial Bid exactly in the prescribed format and no deviation or any remarks have been written on the face of it and no other papers are enclosed in it. Further, I / We have signed and affixed seal of my firm, in original, on all the pages of the Financial Bid.
2. I / We, \_\_\_\_\_ (Name and address of the bidder) declare as under:
  - a) That no other Firm / Sister concern / Associate belonging to the same group is participating / submitting this tender.
  - b) That I / we, my / our Associates, Sister concerns, etc. have not been black-listed by any Institutional Agency / Government Department / Public Sector Undertaking in the last two years.
  - c) That in case of concealment of any fact, if detected later on, I / We will be debarred from all future dealings with NFL.
3. I / We, \_\_\_\_\_ (Name and address of the bidder) certify as follows:
  - a. I / We have not been banned or de-listed by any Government / Financial Institution / Court / Public Sector Undertaking / Co-operatives.
  - b. I / We have inspected the site of work and understood the jobs to be carried out.
  - c. None of my / our close / distant relative(s) are working in National Fertilizers Limited (NFL)

**OR**

My / Our following close / distant relative(s) are working in National Fertilizers Limited (NFL):

S.No.	Name (S/Shri)	Designation	Department
1.			
2.			
3.			

\_\_\_\_\_  
**Signature of Tenderer**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

With seal of the Firm

Date: \_\_\_\_\_

**Certification Form: Make In India (Local Content)**

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

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

To

M/s National Fertilizers Limited,

Corporate Office, Noida

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

Sir,

This is to certify that M/s..... is a 'Class I Local Supplier' / 'Class II Local Supplier' at the time of tender, bidding or solicitation 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.....

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

[Factory Address]

For M/s.....

Authorized Signatory

(with company seal & Name)

Note: Provide above certificate from Statutory Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company).

**Model Clause Certificate: Public Procurement No. 1**

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

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

To

M/s National Fertilizers Limited,

Corporate Office, Noida

**Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020**

Sir,

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

**or,**

if from such a country [**Tick appropriate option & cut the other one**], has been registered with the competent authority .We hereby certify that we fulfil all requirements in this regard and is eligible to be considered [**attach evidence of valid registration certificate with competent authority**].

For M/s.....

Authorized Signatory

(with company seal & Name)