

Bid Document

Bid Details	
Bid End Date/Time	10-12-2022 15:00:00
Bid Opening Date/Time	10-12-2022 15:30:00
Bid Offer Validity (From End Date)	180 (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	JA0794014 , JA0794017
BOQ Title	LEVEL TRANSMITTER
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC), Compliance of BoC document *In case any bidder is seeking exemption from Ex the supporting documents to prove his eligibility uploaded for evaluation by the buyer
Bid to RA enabled	No
Primary product category	JA0794017
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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(a). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as per (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid. To avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage details of locations at which the local value addition is made along with their bid, failing which no purchase preference will be given. If the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the bidder's auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than the bidder. This shall be in accordance with the provisions of the Preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 04.06.2020 are eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, Micro and Small Enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be a manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Purchase Preference to Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. In this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not selected, the bidder has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in the bid. In case of L-1, the bidder shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of the L-1 price.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for the purpose of shortlisting of bidders. It has no relevance or bearing on the award of the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criterion for the reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonable and competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The different combinations covered under each schedule are as under:

Evaluation Schedules	Item/Category
Schedule 1	Ja0794014
Schedule 2	Ja0794017

JA0794014

(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	View File
BOQ Detail Document	View File

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	Arjun Ghosh	473111,NATIONAL FERTILIZERS LIMITED VIJAIPUR	1	120

JA0794017

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

Brand Type	Unbranded
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1	Arjun Ghosh	473111,NATIONAL FERTILIZERS LIMITED VIJAIPUR	1	120

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 2% the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by 10% quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders.

2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. **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.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

राष्ट्रीय उर्वरक लिमिटेड

Phone: 07544-273050, 273691

(Vijapur - 473111, Distt- Guna (MP))

273089

National Fertilizers Limited

E-mail : prvjp@nfl.com

(A Government of India Undertaking)

Website: www.nationalfertilizers.com

www.nationalfertilizers.com

Vijapur - 473111, Distt- Guna (MP)

(An ISO 9001:2008, ISO 14001:2004 & OHSAS 18001:2007 Unit)

REGD. OFFICE: SCOPE COMPLEX, CORE-III, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI 110003 • TEL: 01124360066 • FAX: 24361553

Regd. Office: Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi 110003 • Tel: 011243600

Corporate Identification No. (CIN): L74899DL1974GOI007417

NOTICE INVITING TENDER

Tender Ref No : NFV/PUR/BIA 210003

Due

EMD

Terms & Conditions of Notice Inviting Tender fufonk vkea=.k lwpuk dh lkekU; 'krsZa ,oa fuca/

1. The prices should be on FOR NFL Vijaypur Site / Store basis.
2. The rate should be inclusive of all (i.e. Basic Price, Discount (if any), P&F, GST, Freight etc).
3. Our standard terms of payment are within 30 days of the receipt of the material in good condition. NFL shall ECS/EFT. **For this, please give your Account No. in any branch of State Bank of India along with i** and your acceptance for release of payment by ECS/ EFT from our bank, **State Bank of India, Bavrikhera Complex, Vijaipur-473 111, Dist. Guna (MP).**
4. Complete specifications of the Stores offered together with manufacturer's name brand, etc., of each of t quotations and descriptive literature and samples (wherever necessary or required) should be sent along with
5. Price and delivery quoted by you must be firm and valid for a minimum period of **120 days** from the due dai
6. **The tenderer shall quote the price strictly as per the online GeM Proforma.**
7. It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may a liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not de of 5% of the value of the order, or (ii) purchase elsewhere on account and at the risk and cost of the supplie (iii) cancel the contract without prejudice to out rights under (i) & (ii) above.
8. Quotations must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/overwi are liable to be summarily rejected.
9. We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof split and place order on more than one suppliers.

10. **NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.**
11. NFL reserves the right to postpone the tender opening date and/or time and will intimate all the tender postponement along with notice of revised opening date and time.
12. One person will be allowed to represent only one company during discussions/negotiations with NFL. If different companies with authorization letter from more than one company, such person will be allowed to represent called for negotiations.
13. Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative of offer/non-acceptance of orders placed based on offers submitted by bidder's on their letter head; will not be offer was not signed by authorized person.
14. Prospective tenderers having any common Partners/Directors/ Managing partners, etc. or having any other considered as Sister/Group/Associates company. In such cases, only one of them will be eligible for participation.
15. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday will be received and opened on the next working day.
16. It shall be certified by the tenderer that none of the NFL employee is related to owners/directors. (In case a furnish details separately).It shall also be certified by the tenderer that none of NFL's ex-employee is employed employee of NFL is employed, furnish details separately).It shall be certified by the tenderer that no owners/directors is participating in this tender in the name of other firm.
17. Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found are not of the right quality or not in accordance with our specifications (required by us) or received in damaged satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the material buy our requirement from the open market/other sources and recover the loss, if any, from the supplier reser forfeit the security deposit, furnished by the supplier against the contract. The supplier will make his own rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier storage charges, along with any other charges applicable, will be recoverable from the supplier.
18. **FORCE MAJEURE** Neither party will be liable for any claim on account of any loss, damage or compensation, or failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Government authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of force majeure. Upon cessation of the force majeure, the party invoking force majeure will inform the other party of the period condition continued and will also give documentary evidence thereof this effect.
19. In all cases of disputes, the decision of **National Fertilizers Limited** shall be final. Failing this, the matter shall be referred to Arbitration in accordance with the Indian Arbitration Act and amendments thereof.

20. ARBITRATION: Any, disputes or differences whatsoever arising between the parties and relating to the application meaning scope, operation or effect of the contract or the validity or breach thereof shall be settle with the Rules of Conciliation and Arbitration of the SCOPE and the award made in pursuance thereof shall be parties.

It is agreed by and between the parties that in case a reference is made to the arbitrator or the purpose of resolving the disputes/ differences arising out of the contract by and between the parties or the arbitral tribunal shall not award interest on the awarded amount more than the rate of rate paid by the owner (NFL), whichever is lower, prevailing on the date of award of contract.

21. JURISDICTION: All actions at law or suits arising out of or in connection with this contract or the subject matter Court of Jurisdiction in Guna District in the State of Madhya Pradesh.

Sd/-

For DGM (Material)

National Fert

ANNEXURE-I

Tender Ref No : NFV/PUR/BIA 210003

S.No.	Product Code	Description	UM	Quantity
1	JA0794014	COMPLETE ELECTRONIC HEAD ASSEMBLY FOR 343-LT-615.	NO	1.00
2	JA0794017	DISPLACER TYPE ELECTRONIC LT FOR 343 LT-615, RANGE:250MM, MOUNTING TYPE:SIDE-SIDE, CONNECTION SIZE:1-1/2 INCH, RATING & END CONNECTION :ANSI 150 LB RF, OUT PUT:4 TO 20 MA DC. OTHER SPECIFICATION AS PER ANNEXURE-I	NO	1.00

Tender Ref No : NFV/PUR/BIA 210003

SPECIAL NOTES:

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1. Any deviation from NIT should be mentioned clearly
2. Guarantee Certificate against any manufacturing defects for a period of 12 months from the date of supply, whichever is earlier
3. Bidder to quote / confirm your shortest firm delivery period in your offer.
4. TDS will be deducted from GST payable from the bill in accordance with GST Act/Law. Bidder to accept the same on the GST portal within 3 days from the due date of filing of TDS return to enable us to issue the TDS certificate to you in time. If you fail to accept the same, the penalty if any imposed by GST authority will be recovered from you.
5. Our GST Registration details are as under: Taxpayer Trade Name: NATIONAL FERTILIZERS LTD; Taxpayer Legal Name: NATIONAL FERTILIZERS LTD; ID No. 23AAACN0189N2Z
6. Please provide your GST REGISTRATION details & HSN Code of each item in your Quotation
7. Please confirm that the material would be properly packed in the event of placement of order.
8. Your Offer should be valid for 120 days from the date of Tender Opening. Please confirm the validity of Quotation or As per GeM Validity.
9. Please confirm your acceptance to our payment terms of 100 percent within 30 days of acceptance of material at NFL Vijaipur Stores by way of ECS/ EFT from our bank, State Bank of India, Vijaypur (Branch Code: 30282), Vijaypur-473111, Dist. Guna (MP). In this confirmation, please provide the following details: (i) Your Account Number in any Branch of State Bank of India or any other Bank, Branch Name, Address and Branch Code, IFSC/NEFT/RTGS Code and MICR Number

10. In case you are registered as MICRO/SMALL Enterprise (MSEs) under `The Micro Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India in the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME.

- The Micro & Small Enterprises (MSEs) shall be entitled for benefits under the Public Procurement Policy for Micro & Small Enterprises subject to the terms and conditions indicated therein for

- (i) Public Procurement (Preference to Make in India), Order 2020.
- (ii) Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 as amended.
- (iii) Relaxation of Norms for Startups notified vides Order No. F.20/2/2017-PP (BE-II) dated 16th September, 2016 of Ministry of Finance, Department of Expenditure, Procurement and Supplies.

- Provisions of Public Procurement (Preference to make in India) order 2020 notified vide Order No. F.20/2/2017-PP (BE-II) dated 16th September, 2020 of Ministry of Commerce and Industry for Promotion of Industry and Internal Trade (DPIIT) shall be applicable.
- In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference Policy) policy as well as PPP for MSE 2012, then the bidder should categorically choose one of the two only i.e. either PP-LC or MSE policy. The option once exercised shall be final and non-reversible subsequently.

- **Registration on Udyam Registration Portal:** MSE bidders are required to register on Udyam Registration Portal, failing which they will not be able to enjoy the benefits of Public Procurement Policy for MSEs order, 2012 issued by MSME.

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Tender Ref No : NFV/PUR/BIA 210003

11. If a tenderer resorts to any frivolous, malicious or baseless complaint/ allegation which may 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 tender for a period of TWO (2) YEARS.

12. MSME Vendor Payment Through TReDS:

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

MSME bidders are requested to kindly register on the TReDS platform and avail the benefits if they want to.

The detail of RXIL contact person is as below:

Contact Name : Mr. Prajay Shukla
Contact No : 8090051171

E Mail ID : prajay.shukla@rxil.in

Bidders upon successful delivery shall submit their invoices along with the mandat TReDS details. Upon receipt and acceptance of the supplied material/services and the mandated enclosures. NFL shall process the invoice for payment as per deta platform. Any unfinanced invoice/s of MSME bidders seeking payment from NFL dir as per the Standard Payment terms agreed in PO / Contract.

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

(NK Kishore Dass)

Manager (Materials)

5. **Buyer Added Bid Specific ATC**

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequ eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specific conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporatir MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void ar part of bid. Further any reference of conditions published on any external site or reference to external documents/cl void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bic representation against the same by using the Representation window provided in the bid details field in Seller dash seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would no he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of l case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would

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

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 sha bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declar ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---