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नेशनल फर्टिलाइज़र्स लिमिटेड

(भारत सरकार का उपक्रम)

National Fertilizers Limited

(A Government of India Undertaking)

Vijaipur – 473111, Distt- Guna (MP)

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

FORMAT NO. MP-PF-01

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वेब साइट/website: www.nationalfertilizers.com

पंजीकृत कार्यालय: स्कोप कॉम्प्लेक्स, कोर III, 7, इंस्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली 110003 • दूरभाष 01124360066 • फैक्स: 24361553
Regd. Office: Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi 110003 • Tel: 01124360066 • Fax: 01124361553
Corporate Identification No. (CIN): L74899DL1974GOI007417

NOTICE INVITING TENDER

Tender Ref No : NFV/PUR/BIA 210003

Due Date : As per GeM
EMD Required :Rs 0.00

Terms & Conditions of Notice Inviting Tender

निविदा आमंत्रण सूचना की सामान्य शर्तें एवं निबंधन

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 prefer release of payment by ECS/EFT. **For this, please give your Account No. in any branch of State Bank of India along with its Branch Code** in your Offer and your acceptance for release of payment by ECS/ EFT from our bank, **State Bank of India, Bavrikhera Branch (Code: 8455), NFL Complex, Vijaipur-473 111, Dist. Guna (MP).**
4. Complete specifications of the Stores offered together with manufacturer's name brand, etc., of each of the item must be given in the quotations and descriptive literature and samples (wherever necessary or required) should be sent along with the quotations.
5. Price and delivery quoted by you must be firm and valid for a minimum period of **120 days** from the due date of opening of quotation.
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 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.
8. Quotations must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/overwritings. Incomplete quotations 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. We also reserve the right to 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 or delete any of the 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 tenderers well in time, of such 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 same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
13. Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non-acceptance of orders placed based on offers submitted by bidder's on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.
14. Prospective tenderers having any common Partners/Directors/ Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associates company. In such cases, only one of them will be eligible for participating in the tender.
15. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day.
16. It shall be certified by the tenderer that none of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately).It shall also be certified by the tenderer that none of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).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.
17. Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market/other sources and recover the loss, if any, from the supplier reserving to **ourselves** the right to forfeit the security deposit, furnished by the supplier against the contract. The supplier will make his own arrangements to remove the rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and 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, 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.

19. 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.
20. **ARBITRATION:** Any, disputes or differences whatsoever arising between the parties and relating to the construction, interpretation, application meaning scope, operation or effect of the contract or the validity or breach thereof shall be settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the SCOPE and the award made in pursuance thereof shall be final and binding on both the parties.

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 of SBI PLR or actual interest 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 thereof will be instituted in a Court of Jurisdiction in Guna District in the State of Madhya Pradesh.

Sd/-
For DGM (Materials)

National Fertilizers Limited, Vijapur

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

**ANNEXURE # 1**

68

Specifications for Displacer type(Buoyancy/LVDT) Level Transmitter 343LT-615		
Mounting Type	Side-Side	
Range	250 mm	
C-C Distance	250 mm	
Connection	1-1/2"	
Rating	ANSI Class 150	
End connection	RF	
MOC of Torque Tube	Preferably Inconel	
MOC of Displacer	SS 316 or equivalent	
Chamber Sch.	Sch. 40	
MOC of Displacer Chamber	STPG370(STPG38) or equivalent/better	
Gasket Material	Party to specify	
Drain Plug	3/4 " NPT	
Service fluid	Upper	Steam
	Lower	Condensate
Sp. Gravity	Upper	
	Lower	1
Pressure	Max.	6 Kg/cm ²
	Normal	0.14 Kg/cm ²
Temp.	Max.	150 Deg. C
	Normal	52 Deg. C
Electronics	Supply /Output	24 VDC / 4-20 mA D.C(2 Wire system)
	Accuracy	+ - 0.5% or better
	Hazardous area Certification	EEXibiICT4
	Local Display	Required
	Output action	Direct(Configurable)
	Communication	Smart with HART protocol
	Electrical Connection	1/2" NPT(F)

Note: FAIL SAFE MODE of LT is not acceptable if actual level touches lower or upper range value.

Rm
20.5.2022

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SPECIAL NOTES:

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 installation / 18 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. You shall be required to accept the same on the GST portal within 3 days from the due date of filing of TDS return (GSTR7) by NFL to enable us to issue the TDS certificate to you in time. If you fail to accept the same in the GST portal, 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 VIJAIPUR GUNA; Taxpayer Legal Name: NATIONAL FERTILIZERS LTD; ID No. 23AAACN0189N2ZB
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 same in your Quotation or As per GeM Validity.
9. Please confirm your acceptance to our payment terms of 100 percent within 30 days of receipt and acceptance of material at NFL Vijaipur Stores by way of ECS/ EFT from our bank, State Bank of India, NFL Vijaypur (Branch Code: 30282), Vijaypur-473111, Dist. Guna (MP). In this connection, please furnish following details: (i) Your Account Number in any Branch of State Bank of India or any other Bank, (ii) Name of 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, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME.
 - The Micro & Small Enterprises (MSEs) shall be entitled for benefits under the Public procurement Policy for Micro & Small Enterprises subject to the 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 on date.
 - (iii) Relaxation of Norms for Startups notified vides Order No. F.20/2/2014-PPD (Pt.) dated 20th September, 2016 of Ministry of Finance, Department of Expenditure, Procurement Policy Division.
 - Provisions of Public Procurement (Preference to make in India) order 2020 notified vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 of Ministry of Commerce and Industry, Department 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-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
 - **Registration on Udyam Registration Portal:** MSE bidders are required to register themselves on Udyam Registration Portal, failing which they will not be able to enjoy the benefit as per Public Procurement Policy for MSEs order, 2012 issued by MSME.

Tender Ref No : NFV/PUR/BIA 210003

11. If a tenderer resorts to any frivolous, malicious or baseless complaint/ 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 upto a period of TWO (2) YEARS.

12. MSME Vendor Payment Through TReDS:

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

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

The detail of RXIL contact person is as below:

Contact Name : Mr. Prajay Shukla
Contact No : 8090051171
E Mail ID : prajay.shukla@rxil.in

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

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

(NK Kishore Dass)
Manager (Materials)