## 

**NATIONAL FERTILIZERS LIMITED**

PANIPAT UNIT

GOHANA ROAD PANIPAT (HARYANA) PIN – 132106

(Registered Office: Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi – 110003)



Global Tender for All-terrain, Tyre mounted, Telescopic boom, hydraulic Mobile Crane. Capacity: 120 Ton (Min**)**

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## NOTICE INVITING TENDER

Tender Notice No : NFP/PUR/SI/190002/2019376

Title/Work Description : All-terrain, Tyre mounted, telescopic boom, hydraulic Mobile Crane. Capacity: 120 Ton (Min**)**

Tender Publish Date/Bid : As Per “Critical Dates ” in Tender Details on e-tender Portal

Submission End Date/ Bid

Opening Date

Price Bid Opening Date & Time : To be intimated to techno-commercially acceptable bidder later on

Type of tender : Two Part Bid Open Global Tender

Region : NFL - Panipat

Officer Name : Mahesh Patil

Designation : Chief Manager (Matls)

National Fertilizers Limited Panipat, Haryana – 132106

TENDER NOTICE

NATIONAL FERTILIZERS LIMITED (NFL), a Govt. of India Enterprise referred to herein as the Owner intends to enter into contract for **design, engineering, manufacture, inspection, testing, painting, supply and supervision of assembly, commissioning and conformity testing of One (1) No. new all-terrain, Tyre mounted, Telescopic boom, hydraulic Mobile Crane.** for its Plant located at Panipat (Haryana). You are invited to submit a Techno-commercial proposal and Price proposal for the said item through e-Tendering.

The procurement shall be made through e-tendering process on our e-tendering portal : <https://etenders.gov.in/>. The offers in this process are required to be submitted electronically in place of offers in ‘hard copy under sealed envelope’ as being done conventionally.

For any technical related queries regarding e-tender portal you can call at 24 x 7 Help Desk Number of M/s NIC 0120-4200 462, 0120-4001 002 , 0120-4001 005, 0120-6277 787 , Email : [support-eproc@nic.in](mailto:support-eproc@nic.in);

International Bidders are requested to prefix +91 as country code

For any queries, regarding e-tendering, you may contact

|  |  |
| --- | --- |
| **M/s National fertilizers Limited, Panipat** | |
| **Sh. S.K. Sheoran** | **Sh. Abhinav Kumar** |
| Sr. Manager(Material) , NFL Panipat | Asst Manager(Material) NFL Panipat |
| Phone: : 7009983894; Email: [sksheoran@nfl.co.in](mailto:sksheoran@nfl.co.in); | Phone: : 9407486564, [Email: abhinav.kumar@nfl.co.in](mailto:abhinav.kumar@nfl.co.in) |

**GENERAL TERMS & CONDITIONS**

|  |  |
| --- | --- |
| 1 | [The offer shall be submitted, electronically only on portal URL <https://etenders.gov.in/>.;](https://nfl.etenders.in/) |
| i.        COVER 1 (FEE/PREQUAL/TECHNICAL) shall be for: Technical & Commercial Un-Priced Offer with, Earnest Money and documents towards eligibility criteria”. It shall contain all the required documents as spelt out in the tender document. |
| ii. COVER 2 (FINANCE) shall contain Price Bid [schedule of Rates (BOQ) ]alongwith all taxes and other charges |
| 2 | The tenders will be submitted online on the web site <https://etenders.gov.in/>; The tenders will be opened electronically by us from our Panipat office. |
| 3 | NFL takes no responsibility for delay, loss or non-receipt of EMD (if any) sent by post/courier. |
| 4 | SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED; |
| 1. Tender is prepared and released but vendors are not able to submit their bids. ---> The due date of closing/opening shall be extended suitably as per sole discretion of NFL 2. Bids have been submitted but the same cannot be opened by NFL.-----> The due date of opening shall be extended suitably as per sole discretion of NFL. |
| 5 | NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However bidder must ensure to submit the bid well in time to avoid last minute disappointment. |
| 6 | No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained. |
| 7 | All tenders should be submitted online signed and sealed by using digital certificate. |
| 8 | Tenderers are requested to scrutinize the terms and condition of this tender thoroughly as given in tender documents. |
| 9 | No amendment to the online bid would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders. |
| 10 | In case of Two-Part Bid , Price bid of the vendors, who are Eligible and techno-commercially acceptable, shall be opened electronically and time & date for same will be intimated to techno-commercially acceptable bidders. |
| 11 | If for any reason, prices tendered are for delivery FOR forwarding station, the freight charges (inclusive of GST) should be mentioned in price bid. In case the rates quoted are ex-go down/ex-factory, the packing and forwarding charges, if leviable, may be specifically indicated. Kindly note that freight charges (if applicable) shall be paid against documentary evidence only, subject to maximum of your quoted value. [For Indian Bidder Only] |
| 12 | If the weight of the material permits dispatch by post parcel/courier, this may clearly be stated in the uploaded documents. |
| 13 | **PAYMENT TERMS:**  Our standard terms of payment are as follows:  Indian Manufacturer/Bidder: 90% payment alongwith full taxes within 30 days of the receipt of the  material alongwith all documents/certificates as per PO at NFL Panipat Stores and Balance 10%  within 30 days of acceptance of material at NFL Panipat Stores.  Foreign Manufacturer/Bidder: 90% payment through irrevocable unconfirmed Letter of credit against  submission of shipping documents/certificates as per PO, and Balance 10% through wire transfer  directly to vendor account within 30 days of acceptance of material at NFL Panipat Stores.    NOTE:   1. In case Commissioning/Load testing at NFL Site/Onsite training is delayed, beyond 180 days from the date of dispatch as per Bill of Lading for foreign supplier and 120 days from the date of receipt of material at NFL Panipat for Indian Supplier , due to reasons not attributable to the supplier, the balance 10% payment shall be paid on submission of bank guarantee of equivalent amount by the supplier in NFL’s format [Annexure- E] valid till 12 months . 2. “Class-I Local Supplier” & “Class-II Local Supplier” is termed as Indian Manufacturer/Bidder. “Non-Local Supplier” is termed as Foreign Manufacturer/Bidder . [ Class-I/Class-II/Non-Local Supplier definition as per “ Public Procurement (Preference to Make In India) Order 2017” Dated 16.09.2020 ] 3. Indian Manufacturer/Bidder must quote in INR only while Foreign Manufacturer/Bidder may quote in USD/EURO/JPY. 4. For Foreign Manufacturer/Bidder: While evaluating the bids, the reference rate of Reserve Bank of India (as available on RBI / FBIL website) on the day of techno-commercial bid opening date shall be taken into account for conversion of foreign currency into Indian Rupees for price evaluation purpose. If for any reason reference rate of Reserve Bank of India (on RBI / FBIL website) is not available for techno-commercial bid opening date then reference rate of Reserve Bank of India (as available on RBI / FBIL website) on prior available date shall be taken for conversion of foreign currency into Indian Rupees for price evaluation purpose. 5. For Foreign Manufacturer/Bidder: Letter of credit shall be opened only after receipt of order acknowledgement and SD-cum-PBG (as per clause 46 below). 6. For Foreign Manufacturer/Bidder: Please note that your Banker’s Charges including confirmation charges of LC (if vendor insist for confirmed LC) shall be borne by you. Banker’s charges in India excluding LC confirmation charges shall be borne by N.F.L. Also if validity of the LC is required to be got extended or any amendment is required to be made in established LC for reasons for which NFL is not responsible, then the bank commission/charges for such extensions/amendments of LC shall be borne by you. 7. For Foreign Manufacturer/Bidder : Upon dispatch of material party shall submit original shipping documents/documents/ certificates as per PO to NFL immediately. 8. Statutory deduction prevailing at the time for payment on account of Income tax/GST Act will be deducted from payments. Certificate in this regard will be issued by our Finance department. |
| 14 | Complete specifications of the Stores offered together with manufacturer's name brand, etc., of each of the item must be given in the quotations uploaded and descriptive literature should be uploaded along with the quotations |
| 15 | 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. |
| 16 | The tenderer shall quote the price strictly as per the online price bid. Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rate for different quantities shall be rejected without any further reference. |
| 17 | **LIQUIDATED DAMAGE FOR 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 [90% of FOB Value of Lumsum rate in case of Foreign Manufacturer/Bidder & 90% of (Basic value) of Lumsum rate in case of Indian Manufacturer/Bidder], 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.  **LIQUIDATED DAMAGE FOR COMMISSIONG/LOAD TESTING/ONSITE TRAINING**:  In case of delay in Commissioning/Load testing at NFL Site/Onsite Training by supplier , unless extension of delivery has been granted by us on application by the suppliers, we may at our option recover liquidated damages from supplier at a sum equal to 0.5% per week or part thereof subject to maximum of 5% of Balance 10% of Lumsum Price [FOB Value of Lumsum rate in case of Foreign Manufacturer/Bidder & (Basic value) of Lumsum rate in case of Indian Manufacturer/Bidder] |
| 18 | Uploaded documents must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/over writings. Incomplete quotations in any aspect are liable to be summarily rejected. |
| 19 | 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 supplier. |
| 20 | 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. |
| 21 | 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. |
| 22 | 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. |
| 23 | Bidders may ensure that online offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non acceptance of orders placed based on online offers submitted by bidder will not be allowed on the grounds that offer was not signed by authorized person. |
| 24 | The 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 |
| 25 | 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 opened on the next working day. |
| 26 | 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 2 years. |
| 27 | 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 in uploaded documents).  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 in uploaded documents).  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. |
| 28 | 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. |
| 29 | 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 there of this effect. |
| 30 | 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.. |
| 31 | ARBITRATION: |
| Any dispute or difference whatsoever arising between the parties out of or relating to the Construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably though negotiations by the Parties. A “Notice of Dispute“ shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:  A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through CMD NFL  Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The Parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.  Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitral each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding. Arbitrator, appointment of Arbitator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.  The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.  It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of contract.  The seat and venue of arbitration shall be Panipat.  The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties. |
| FOR CPSEs inter se and CPSEs and GOVERNMENT DEPARTMENTs/ORGANIZATIONs: |
| In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes related to Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019-FTS-10937 Dated 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties” |
| Arbitration for Foreign Vendors/Parties: |
| “Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.  The seat and venue of the arbitration shall be at New Delhi, India.  The language of the arbitration shall be in English.  This contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.” |
| 32 | Jurisdiction: All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted Panipat court in Panipat district in the State of Haryana. |
| 33 | Mode of Payment: The payment shall be released by EFT/ RTGS/NEFT. For electronics fund transfer (EFT) / RTGS process, you may submit your bank particulars i.e. Name of the party/Beneficiary, Parties Banker Name and Address, Branch Name, City, Branch Code, IFSC code of Bank, Bank Account no. (All digits in case of CBS branches), E-mail of beneficiary to enable us to release payment accordingly. All bank charges will be to supplier’s account. [For Indian Bidder Only] |
| 34 | LAWS GOVERNING PURCHASE ORDER: The purchase order shall be governed by the laws or Union of India for the time being in force. |
| 35 | In case you are registered as MICRO, SMALL or MEDIUM Enterprise under ‘The Micro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)’ promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category in your uploaded offer and also upload a copy of the certificate issued by the concerned authorities..The Micro & Small Enterprises (MSEs) shall be entitled for the benefits under the Public Procurement Policy for Micro & Small Enterprises subject to the terms and conditions indicated in Attachment attached herewith. [For Indian Bidder Only] |
| 36 | RELATIONS: Tenderer must read the following clause carefully. If reply is positive then detail information may uploaded. “Should a tenderer or contractor have a relation or in the case of a firm or company of contractors, one or more of its share holders employed in NFL the authority inviting tenders shall be informed of the fact at the time of submission of the tender; availing which NFL may in its discretion reject the tender or rescind the contract.” |
| 37 | SUBLETTING OF CONTRACT : The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer’s subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contact and to purchase the goods elsewhere and successful Bidder 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 NFL permits subletting, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall hold the successful Bidder responsible for satisfactory and due & proper fulfilment of the contract. |
| 38 | CLEAR UNDERSTANDING : When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender. |
| 39 | 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. |
| 40 | Whenever the bidder is silent about the acceptance of NIT conditions such as bank guarantee, warranty period, liquidated damages etc, it shall be presumed that the bidder has accepted these conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made. |
| 41 | In case, a supplier is found guilty of bribery, corruption, dishonesty, mal-practice, submission of forged documents, misrepresentation, spurious supplies, fails to refund the amount due to the Company, fails to return the material issued for reprocessing/manufacturing, such supplier will be blacklisted as procedures of NFL. |
| 42 | The total landed rate(s) including Transportation Charges (if any) will remain firm till the complete execution of the order. No revision in rate(s) will be allowed. However any increase/decrease in rates of statutory levies and duties (by GOI) shall be allowed as per prevailing rules and notifications of Government of India (GOI). |
| 43 | Anti-Fraud Policy: All bidders/service providers/ vendors/ consultants etc. shall be required to certify that they would adhere to Anti-Fraud Policy of NFL and not indulge or allow anybody else working in the Company to indulge in fraudulent activities and would immediately apprise the Company of the fraud/suspected fraud as soon as it comes to their notice. In case of failure to do so, the Company may debar them for future transactions. The Policy has been uploaded on the Company’s website (www.nationalfertilizers.com under investor desk column) for public information. (Direct link: http://nationalfertilizers.com/images/pdf/investorsdesk/Anti%20Fraud%20Policy.pdf ) |
| 44 | **Earnest Money Deposit (EMD):**  Tenders must be accompanied by Earnest Money Deposit of **Rs. 1,00,000.00 (INR One Lakh) / USD 1250/ EURO 1150 / JPY 1,67,000 .** EMD can be submitted through e-transfer in NFL account through RTGS/NEFT OR Bank Guarantee from any of the Nationalized Bank or scheduled Bank except Rural/ Cooperative Banks in India, in the proforma specified by NFL for Bid Security/EMD (as per ANNEXURE-C). Cheques will not be accepted. The Bank Guarantee must be directly sent to NFL by your Bank through regd, AD. Bank Guarantee issued by Foreign Bank must be accompanied by counter guarantee from Nationalized /Scheduled Indian Bank  NFL’s Bank Details:  Bank Name: STATE BANK OF INDIA  A/C No:   10297944831  IFSC Code:    SBIN 0017313  SWIFT CODE : SBININBB824  MICR CODE : 110002562  Branch Name:   Corporate Accounts Group Branch , Gole Market, New Delhi -110001 (Branch Code – 17313)  Earnest money deposit shall be forfeited at the sole discretion of NFL in case the tenderer, after intimation from NFL of the acceptance of his tender, either wholly or in part fails to enter into a contract with NFL and/ or changes any of price and terms & conditions of the tender within the validity period of the tender. Bidder shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e. ICICI Bank Ltd., X1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per the 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/ IFN 767 COV.  IV) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV / IFN 767 COV”.  EMD shall be refunded to the unsuccessful tenderers after placement of order on successful bidder. No interest will be paid on the E.M.D. of either the successful tenderer (s) or unsuccessful tenderer (s). EMD of successful tenderer can be adjusted against SD-Cum PBG.. |
| 45 | EMD amount must reach us before the techno-commercial opening (as per tender schedule). In case vendor fails to submit the requisite EMD, prior to bid opening (as per tender schedule), the offer is liable to be rejected and may not be opened. |
|
| 46 | **SECURITY DEPOSIT –CUM- PERFORMANCE BANK GUARANTEE [SD-CUM-PBG]:** |
| Security deposit-cum Performance bank Guarantee will be furnished by the successful tenderer, for the faithful execution of the Purchase Order, within 15 days of issue of Purchase Order. SD-CUM-PBG will be **@ 10 % of PO** **value** [FOB Value of Lumsum rate in case of Foreign Manufacturer/Bidder & Basic value of Lumsum rate in case of Indian Manufacturer/Bidder] as detailed below:- |
| a. SD-CUM PBG can be submitted through e-transfer in NFL account through RTGS/NEFT. |
| b. Cheques will not be accepted. |
| c. The tenderer will, however, have the option to furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin/Co-operative Banks, in the Performa specified by NFL (as per ANNEXURE-D) for SD-CUM-PBG for the faithful and proper fulfillment of the contract The Bank Guarantee must be valid till the Delivery Period plus commissioning/load testing at NFL/Onsite Training period plus Guarantee/Warranty Period plus claim period of three months. The Bank Guarantee must be directly sent to NFL by your Bank through regd, AD. Bank Guarantee issued by Foreign Bank must be accompanied by counter guarantee from Nationalized /Scheduled Indian Bank |
| Bidder shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e. ICICI Bank Ltd., X1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per the 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/ IFN 767 COV.  IV) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV / IFN 767 COV”. |
| d. DELETED |
| e. The SD-CUM-PBG will be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the Bank Guarantee extended as asked for by NFL, else NFL, at its sole discretion may call upon the Bank to pay the whole or part of the amount of Bank Guarantee. |
| f. The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, NFL will have the right to encash the Bank Guarantee/SD-CUM-PBG either the whole or part of value of Bank Guarantee or SD-CUM-PBG and tenderer will make good the value of Bank Guarantee/SD-CUM-PBG to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect. |
| g. The amount so drawn will not in any way effect any remedy to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon. |
| h. In the event of the forfeiture of whole or part of the SD-CUM-PBG the tenderer will deposit further sum/sums, so as to maintain the full SD-CUM-PBG amount. |
| i. The SD-CUM-PBG will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the SD-CUM-PBG or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted. |
| The SD-CUM-PBG will not carry any interest. |
| 47 | The prices quoted shall be exclusive of all taxes and duties as may be applicable presently or imposed by Govt of India from time to time. [ Applicable for Indian Bidders only]. |
|
| 48.1 | Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017-PP (BE-II) dated 16” Sep 2020 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable. |
| 48.2 | Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) order 2017. The salient features of which are as under: |
| (a)     Minimum local content: - The minimum local content shall be applicable as per latest Government guidelines |
| (b)     Margin of Purchase Preference: - The margin of purchase preference shall be 20%. Or as prevailing at the time of opening of Techno-Commercial Bid |
| 48.3 | Being Global Tender “Class-I Local Supplier” , “Class-II Local Supplier” & “Non-Local Supplier” as defined in “ Public Procurement(Preferance to Make In India) Order 2017” Dated 16.09.2020 shall be eligible to bid in this tender.  In case of procurement for a value up to Rs 10 crore, the “Class –I Local supplier”/”Class-II local supplier” at the time of tender, bidding or solicitation shall be required to indicate percentage of local content & provide self-certification that the item offered meets the minimum local content requirement for “Class –I Local supplier”/”Class-II local supplier” , as the case may be. They shall also 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 “Class –I Local supplier”/”Class-II 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. |
| 48.4 | 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.** |
| 48.5 | In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content Vendor will be evaluated with 20% purchase preference. |
| 48.6 | NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority. |
| 48.7 | 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. |
| 48.8 | Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy. |
| 48.9 | In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders. |
| 49 | The Bidder(s) / Contractor(s) is required to enter into an “Integrity Pact” with the Principal i.e. NFL. The Integrity Pact ( has to be signed by the Proprietor / Owner/Partner/ Director or by their duly Authorised Signatory. In case of failure to return the Integrity Pact along with the offer/ bid, duly signed by the authority as mentioned above, will disqualify the offer/ bid.  The name & e-mails address of IEMs are as under  (1). Shri Ramchander Bagdalkar 006, HMR Purple Elites, 9th Main, 9th Cross, HBR Layout 4th Block, Kalyan Nagar Post, Bangalore-560043. E-mail: [rnbagdalkar@gmail.com](mailto:rnbagdalkar@gmail.com);  (2). Shri Rakesh Anand 16, Currie House, Mazagaon Dock Officers Qtrs Dockyard Road, Mumbai-400010  E-mail: [ansem\_2000@yahoo.com](mailto:ansem_2000@yahoo.com); |
| 50 | No enhancement of rates will be allowed once the quotation is accepted and the order is placed. Withdrawal from the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice of our rights of legal remedies. |
| 51 | The bidder shall indicate the rates of GST applicable in price bid, for the quoted items indicating clearly the HSN code of item/SAC code in case of services. Kindly mention applicable category of GST ( i.e. whether IGST , CGST, SGST, UGST). [ For Indian Bidder Only] |
| 52 | For dispatches effected from 01.07.2017 (date of implementation of GST) the bidder/supplier shall provide a proper invoice in the form and manner prescribed under relevant sections of GST. [ For Indian Bidder Only] |
| 53 | Bidder/Supplier shall have a valid GSTIN/GST, provisional ID and provide invoice and all other documentation ( such as E Way Bill, transportation copy of invoice , etc.) in such form and manner as may be prescribed under GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in releation to payment of GST. [ For Indian Bidder Only]. |
| 54 | During commissioning of crane, load testing at NFL , onsite training , deputation of your service engineer , etc you will be solely responsible for obligations and statutory provisions of government and all the consequences in the event of any eventuality. NFL shall be kept indemnified against any action brought against it or any violation / non–compliance of any statutory provisions and regulations of government. |
| 55 | Bidder’s quoted Lumsum price [Price Bid Format G1/G2] shall meet all the requirements as outlined in Annexure- A like design, engineering, manufacture, inspection, testing, painting, supply and supervision of assembly, commissioning and conformity testing of One (1) No. new all-terrain, tyre mounted, telescopic boom, hydraulic Mobile Crane, supply of Commissioning Spares; supply of Mandatory Spares; Deputation of service engineer for the service job of crane at NFL Panipat site during guarantee/warrantee period, Supply of Special tools and tackles, On-site Training for crane operation and maintenance etc |
| 56 | 1. Indian Manufacturer/Bidder should quote Lumsum rate for requirements as outlined in Annexure-A on FOR NFL Stores Panipat Basis in Indian Rupees only. [Price Bid Format – G1] 2. Foreign Manufacturer/Bidder should quote Lumsum rate for requirements as outlined in Annexure-A on FOB Seaport (Port of dispatch/Exit Port) Basis [Price Bid Format – G2] 3. For Foreign Manufacturer/Bidder, arrangement of Marine Freight & Transit insurance from FOB Port of Dispatch/Exit Port, Custom Clearance in India, Inland transportation & transit insurance in India shall be in NFL Scope. 4. For Foreign Manufacturer/Bidder, Loading shall be done on quoted FOB Price as specified in Loading Criterion (Annexure-L) of this tender for marine freight, transit insurance , custom duty, inland transportation in India, Inland Insurance to arrive at FOR NFL Stores Price for evaluation purpose only. |
| 57 | **BID EVALUATION CRITERIA:**   1. Bid shall be evaluated on overall landed price on FOR NFL Stores Panipat basis considering Lumsum rate by quoted bidder for requirements as outlined in Annexure-A [Kindly refer to Sl. No 56 above; For Indian Manufacturer/Bidder Price Bid Format – G1 ; For Foreign Manufacturer/Bidder Price Bid Format G2 + Clause 56.4 above] 2. The Lowest overall landed rate worked out form above evaluation process shall be considered for further comparison with respect to Government of India purchase preference policies (MSE & Make In India ) for selection of bidders for award of contract |
| 58 | **PRE-BID MEETING**  Prospective Bidders can participate in a pre-bid meeting with NFL at NFL, Panipat. The purpose of the meeting will be to clarify the issues pertaining to this tender document and to respond to the Bidder’s queries, which may arise from this tender Document.  The Bidders are required to submit their questions/ clarifications/queries etc. through e-mail or by post, so as to reach the NFL Panipat at least one week before the pre-bid meeting. It may not be practicable at the conference to answer the questions which are received late. However, mere submission of pre-bid queries by the prospective participants shall not be made the ground for extension in online Bid submission date.  Any modification to the this tender document which may become necessary as a result of the pre-bid meeting shall be made by the NFL exclusively through an amendment to the tender Documents which will be displayed on our e-tender website.[ <https://etenders.gov.in/>.] |
| 59 | **PRICE BID/FINANCIAL BID/SCHEDULE OF RATES [BOQ]:**   1. Bidder shall submit Filled-in, Signed & Stamped Price Bid as per Format given in Annexure-G on their letter Head. 2. Bidder shall also submit filled-in Bill of Quantity (BOQ- excel sheet) as per format as given in the e-tender portal under “Work Item Details” section. This BOQ must be downloaded and saved at bidders’ local PC / Laptop without any change/tampering. **Please note that renaming or changing format of BOQ sheet (Excel file) will not be accepted by system**. Bidders shall fill the required details like name of bidder, Basic Prices, Forwarding, Freight, any other Charges & GST Rate in BOQ unprotected cells only, save it and upload the filled-in BOQ at our e-tender portal. No other cells should be changed and/or filled in.      1. Bidders must take into account all the requirements and conditions of the tender documents and the rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work/supply of material in accordance with the terms & condition of the tender document. 2. Blank fields in uploaded Price Bid/BOQ sheet will indicate that the particular tax/ duty/price head is not applicable & hence is not payable by NFL. 3. Bidders are to quote firm prices without any escalation on any account. 4. In case of any mismatch between price submitted in form of BOQ & Annexure-G on Bidder’s Letter head , then Price submitted in form of Annexure-G on Bidder’s Letter head shall be final & binding. 5. If there is error in calculation with respect to rate and total value, the total value quoted by bidder will be taken into account for consideration for the purpose of evaluation. Similarly, if an amount is expressed in figures as well as words, the amount given in words will prevail. |
| 60 | **TENDER OPENING DATE EXTENSION REQUESTS:**  Bidder must ensure to submit their online bids before last date & time for online bid submission. However, in exceptional cases Bidders may request for extension in last date of bid submission at their own risk. For such request they have to give written request through email to [abhinav.kumar@nfl.co.in](mailto:abhinav.kumar@nfl.co.in);; [sksheoran@nfl.co.in](mailto:sksheoran@nfl.co.in); and intimation of such request on telephone/mobile before last date of bid submission alongwith justifiable reason for requesting extension. Upon timely receipt of such request NFL may consider such request depending upon merit of case & NFL requirement of material. Decision of NFL regarding this shall be final . |
| 61 | The Finance Act, 2021 has introduced the section 194Q in Income Tax Act, 1961 and made this  applicable from 01.07 .2021. ln view of above newly introduced section under lncome Tax  Act, 1961 ; we would like inform that the provisions of section 194Q are applicable on NFL  On purchase of goods for FY 2021-2022 onwards. Therefore you are requested not to collect  TCS u/s 206C (1H). NFL will deduct TDS u/s 194Q in case, purchase of goods of value/  aggregate of value exceeds Rs. 50.00 Lakh in a financial year. |
| 62 | As per circular No. 6/9/2020-PPD dated 24/08/2020 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.  Kindly create your User ID in GeM portal and intimate us your seller User ID. [Applicable for Indian Bidder Only] |
| 63 | **MSME vendor Payment through TReDS:**  GoI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financers, 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 Email 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. [Applicable for Indian Bidder Only] |
| 64 | **Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017”[Order (Public Procurement No.4), dated: 23.02.2023).**  Any Bidder from a country which shares a land border with India will be eligible to participate in this tender, if the bidder is registered with Competent Authority as defined in Ministry Of Finance OM No. F.No. 7/10/2021-PPD(1) Dated 23.02.2023. Definition of "Bidder from a country which shares a land border with India" including other definitions shall be as given in above order.  Bidders shall submit certificate in this regard as per following:  “ *I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all the requirements in this regard and is eligible to be considered [“where applicable, evidence of valid registration by the Competent Authority shall be attached]* “ |
| 65 | **SELF-CERTIFICATIONS/DECLARATIONS & TENDER’S T&C ACCEPTANCE LETTER**  BIDDER MUST SUBMIT SELF-CERTIFICATIONS/DECLARATIONS & TENDER’S T&C ACCEPTANCE LETTER AS PER ANNEXURE-K ON THEIR LETTER HEAD WITH SIGNATURE & STAMP OF PERSON AUTHORIZED FOR SAME.  BIDDER MAY SUBMIT DEVIATION LIST (IF ANY AS PER FORMAT GIVEN IN ANNEXURE-J), HOWEVER PLEASE NOTE THAT OFFERS WITH ANY CONDITION / DEVIATIONS ARE LIABLE TO BE REJECTED OUTRIGHTLY OR ACCEPTED/ CONSIDERED FOR COMPARISON PURPOSE WITH LOADING CRITERIA AT SOLE OPTION OF NFL.  IN THE ABSENCE OF DEVIATION LIST AS PER FORMAT GIVEN IN ANNEXURE-J, IT WILL BE PRESUMED THAT NO DEVIATION HAS BEEN QUOTED BY BIDDER. CONDITION/DEVIATION INDICATED ANYWHERE ELSE OTHER THAN DEVIATION LIST SHALL BE IGNORED AND NFL , WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY, BE AT ITS LIBERTY TO FORFEIT THE EMD SUBMITTED BY SUCH BIDDERS |
| 66 | **COUNTING DELIVERY PERIOD:**  Indian Manufacturer/Bidder:  Delivery date shall be counted from the date of issue of Letter of Intent and Material shall be considered delivered when it reaches NFL Panipat  Foreign Manufacturer/Bidder :  Delivery date shall be counted from the date of issue of Letter of Intent and Date of dispatch  as per Bill of lading shall be considered as Delivery date. |
| 67 | **ELIGIBILITY CRITERIA:**  Quotation from bidders not meeting the eligibility criteria (attached as Annexure-B) shall be rejected.  Bidders shall upload complete, legible and unambiguous documents (duly numbered) asked in the eligibility criteria along with their offer. NFL reserves the right to complete the evaluation on the basis of details furnished by the bidder, with or without seeking any additional supporting documents/clarifications.  All the supporting documents furnished by the bidders for qualifying purpose should be duly signed and stamped by the authorised signatory of the bidders, on each & every page |

**ADDITIONAL GENERAL TERMS & CONDITIONS**

**[FOR FOREIGN Manufacturer/Bidder]:**

|  |  |
| --- | --- |
|  | 1. Kindly specify approximate weight & size of packages ( length, breadth, height) 2. Please confirm acceptance of submission of Phytosanitary Certificate as per details given Sl NO. 7 Below. 3. Address, Telephone, E-Mail, Fax No of English knowing contact person may kindly be mentioned in the offer. 4. Please confirm acceptance to the enclosed ‘Instructions / Conditions For Shipment & Supply’ (Annexure-H). 5. Please intimate name & address of your Bankers**.** 6. Please intimate BTN Classification Number i.e. Item Heading Of Custom Tariff, enabling us to import this material. 7. REQUIREMENT OF PHYTOSANITARY CERTIFICATE   The Central Government vide Gazette Notification–Ministry of Agriculture Notification dtd.18.11.2003 and in exercise of the powers conferred on it by the Destructive Insects & Pests Act 1914 has by the order called the Plant Quarantine (Regulation of Import into India) Order 2003 with effect from 1st April, 2004 made it mandatory that all packing materials of any kind made of plant origin used for packing shall require treatment including Heat-Kiln treatment at 560  C for a minimum of 30 hours or Methyl Bromide fumigation at 48 g/cum for 32 hours of chemical impregnation of wood with wood Preservatives such as copper chrome arsenic or any other approved treatment as per international standards.  It is further stated in the Gazette of India that all shipments coming into India shall be packed in packaging material conforming to the above standard and shall carry a Phytosanitary certificate issued by an authorized officer at the Country of Origin of the consignment in the format prescribed under International Plant Protection Convention of the Food & Agricultural Organisation.  It may also be noted that consignments imported into the country without the aforesaid certificate can be detained by the concerned officers of the Customs unless clearance is obtained from the Plant Quarantine Authorities. Hence, you are requested to ensure compliance of above by forwarding the Phytosanitary certificate issued by an authorized officer at the Country of Origin of the consignment in the format prescribed under International Plant Protection Convention of the Food & Agricultural Organisation for the ordered despatches.The Above Conditions Shall Not Be Applicable To Wood Packing Material Wholly Made Of Processed Wood Products Such As Ply Wood, Particle Board,Orient Strand Or Veneer That Have Been Created Using Glue, Heat & Pressure Or Combination Thereof, Also The Above Conditions Shall Not Be Applicable To Wood Packing Material Such As Veneer Peeler Cores, Saw Dust, Wool Wood & Savings And Thin Wood Places ( Less Than 6 mm Thickness), Unless They Are Found To Be Harboring Any Regulated Pests Specified In This Order.  Phytosanitary Certificate shall not be required in case material is packed as per ISPM-15   1. **LAWS GOVERNING PURCHASE ORDER:** The purchase order shall be governed by the laws or Union of India for the time being in force. 2. **Quoation must be in English Language.** In case a foreign bidder submits any of the documents in any language other than English, then it will be responsibility of such foreign vendor to also provide the English translation copy of the same duly certified ,stamped and signed by their Local Chamber of Commerce |

**Technical specification of crane ANNXURE-A**

**1.0 GENERAL SCOPE:**

1.1 This specification outlines the minimum requirements for design, engineering, manufacture, inspection, testing, painting, supply and supervision of assembly, commissioning and conformity testing of One (1) No. new all-terrain, tyre mounted, telescopic boom, hydraulic Mobile Crane for NFL Panipat unit . For detailed technical specification of the crane annexure -1 shall be referred.

1.2 All equipment and materials supplied under these specifications shall be designed and manufactured in accordance with sound engineering principles, good fabrication and construction practices. No omission in these specifications shall relieve the Supplier, of his responsibilities for complying with statutory regulations, codes as applicable. All materials supplied shall be adequate for the intended service. All major components of crane shall be manufactured from India/USA/Europe/Japan/ South Korea .

OEM or their authorized dealer /Indian Group Company/ Indian Subsidiary/Indian office are allowed to participate in tender process on behalf of OEM.

1.3 Crane supplied shall be complete with all auxiliary, safety features, electrical, instrumentation etc. as required for its smooth, safe and trouble free operation. Any equipment, material and work not explicitly mentioned but nevertheless required for safe and satisfactory operation of the crane shall be deemed to be included in Vendor’s scope of supply and services.

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**2.0 Warranty/ Guaranty:**

Crane supplier has to take guarantee/warrantee of the crane as a whole for a period of 2 years from the date of commissioning at site. In case of any failure in crane during guaranty/warranty period, defective part shall be repaired/ replaced by party free of cost. During failure if defective spare is replaced from two (2) years’ mandatory maintenance spares, the same shall be replenished by vendor without any cost implication, within a mutually agreed time.

* 1. **INSPECTION AND TESTING**
  2. As per EN 13000: 2014 or latest edition

3.2 Before dispatch of the crane, pre-dispatch inspection i.e. load testing & Conformity testing shall be witnessed by the Owner at manufacturer’s works for which an advance notice of 60 days shall be given by the Bidder to depute Purchaser’s representative. During inspection of the crane, the maker of various major components, relevant test certificates from manufacturer & correlation with actual component used shall be verified. The NDT test records for various welding shall also be verified during the inspection. Supplier shall facilitate pre-dispatch inspection/testing of crane by NFL’s executive at their works. All expenses towards travel, boarding/ lodging shall be borne by NFL.

3.2.1 Vendor shall perform tests and inspection as per relevant code, necessary to ensure that the material and workmanship conform to the requirement of this specification.

3.2.2 Any or all the tests, at purchaser's option, shall be witnessed by purchaser/its authorized inspection agency. However, such inspection shall be regarded as check-up and shall in no way absolve the vendor of his responsibility.

3.2.3 Following test certificates shall be submitted by the manufacturer along with supply of crane:

(1) Wire Rope Test Certificate.

(2) Engine Test Certificate.

(3) Hook Block Test Certificate.

(4) Load Test certificate of the crane.

(5) Load Chart as per EN 13000

(6) Manufacturer certificate that supplied crane is new

(7) Tools and Tackles (test certificate as applicable).

3.2.4 After receipt of crane at NFL Panipat Site, same will be accepted after following:

(1) Supplier shall supervise assembly of crane at NFL Panipat

(2) Supplier shall commission Crane at NFL Panipat Site.

(3) Crane shall Pass Load testing at NFL Panipat Site.

(4) On Site Training to NFL’s personnel for operation and maintenance as per clause 8.0 of this document.

3.3 Conformity Test and inspections

3.3.1 Conformity Tests and inspections shall be done at party’s works and load testing shall be done at Party’s works and NFL’s Panipat Site.

3.3.2 Conformity test including load test shall be conducted by the Vendor to demonstrate the performance of the equipment as per applicable standard i.e. EN 13000: 2014 or latest edition

3.3.3 Crane shall also be tested for rated load conformity, satisfactory operation of all motions and functioning of safety devices etc. shall also be demonstrated. Test load shall be provided by purchaser at purchase’s site.

3.3.4 All parts of the crane shall operate satisfactorily with no undue friction, noise or display of any other unfavorable characteristics during the conformity test.

**4.0 PROTECTION & PAINTING:**

4.1 Vendor's standard automotive paint suitable for corrosive industrial application shall be provided.

4.2 Machined and bearing surfaces shall be protected with varnish or thick coat of grease.

4.3 Name plate being crane serial no, make & model, year of manufacturing shall be provide at suitable place on crane. Purchaser’s name shall also be painted at suitable place on crane.

**5.0 SPARE PARTS:**

**5.1 Commissioning Spares:**

Vendor shall supply adequate quantity of commissioning spares, so as to ensure that commissioning of the system is not hampered by shortage of commissioning spares. Vendor shall include the cost of the commissioning spares in the lump sum quoted price. In case, during commissioning, any spare is used from two (2) years’ mandatory spares, the same shall be replenished by vendor without any cost implication, within a mutually agreed time.

**5.2 Mandatory Spares:**

Party shall provide following mandatory spares required for trouble free operation and maintenance of crane.

|  |  |  |
| --- | --- | --- |
| **SN** | **Description** | **Quantity** |
| 1 | Two years’ consumable spares, oils, lubricants, repair kits and coolant required for service of engines, transmission, compressor, and axle drive system. | For two years |
| 2 | Complete wheel with rim | 1 Set (2No). |
| 3 | All Bulbs | 4 sets each |
| 4 | All filters | 4 sets each |
| 5 | All Breathers | 2 sets each |
| 6 | All Fuses | 4 sets each |
| 7 | All Belts | 4 sets each |
| 8 | All water separators | 2 sets each |
| 9 | All O Ring Kits | 2 sets each |
| 10 | Seal Kit for Boom Cylinders/Jack Cylinder | 2 Sets Each |

Vendor shall include the cost of the all mandatory spares, lubricants, coolant, wheel with rim and spares, repair kits etc. in the lump sum quoted price. Party shall depute their service engineer for the service job of crane at NFL Panipat site free of cost during guarantee/warrantee period. Party shall confirm that they shall provide spare and maintenance support for min. 15 years from date of supply of crane

**6.0 Special tools and tackles:**

Vendor shall provide a set of new and unused special tools and tackles (2 sets each), as required, and for day to day operation and maintenance of the offered equipment. The list of such tools and tackles shall be furnished with the bid. All slings/D shackles/ I bolts (2 set each) etc. required for shifting of counter weights and lifting of maximum rated capacity loads (as per supplied hook blocks) shall be supplied along with the crane. Grease gun with suitable grease nipples shall also be supplied. Bidder shall include the cost of the special tools and tackles in the quoted lump sum quoted price of the equipment.

**7.0 Service center:**

Manufacturer must have authorized service facility/ center in the INDIA.

**8.0 Training for crane operation and maintenance**

“On-site” training to purchasers’ personnel for operation and maintenance shall be in party’s scope as part of supply of crane. On successful commissioning of the crane, the Vendor shall train the operators & engineers of the purchaser for a period of min **five (05) days** at purchaser’s premises. Party shall provide three copies of operation manuals, maintenance manuals and spare parts manuals, along with one soft copy.

**Annexure: 1**

|  |  |  |
| --- | --- | --- |
| **S. No** | **Parameters** | **Specification** |
| 1 | Type of crane | All terrain, tyre mounted, telescopic boom, hydraulic mobile crane. The crane shall be able to move on all types of road. |
| 2 | Capacity: | 120 MT (Minimum). Bidder is to submit the load chart as per EN 13000: 2014 or latest edition. Crane shall have capacity to lift minimum 4.0 ton load at 65 m height at radius of 30 m. |
| 3 | Manufacturing standard | EN 13000: 2014 or Latest edition |
| 4 | Stability rating | The crane stability rating shall be as per EN 13000: 2014 or latest edition. |
|  | **SUPER STRUCTURE SPECIFICATION** |  |
| 5 | Total length of boom (Man Boom+ jib) | 70-75m |
| 6 | Main Boom: | Length: Min 55 Meter, Main Boom shall be fully Hydraulic Telescopic & shall be hydraulically extendable under partial load. The telescoping system has to have safety locking system. |
| 7 | Swing away Jib | Shall be according to boom length and shall have provision of hydraulic offset.(offset:40 degree max) |
| 8 | Jib Functioning | Required to facilitate functioning of hook block on jib section. Also shall include working light. One Hook block capacity for jib: 10 MT (+/- 20%). ( Auxiliary winch for two hook operation) |
| 9 | Hydraulic system | Hydraulic circuit has to be with automatic output control. |
| 10 | Safety devices | There has to be cut off device when reaching the rated capacity. Electronic control is to stop all danger operation in case of reaching the rated capacity. Safe load indicator with visual display in operator’s cabin for maximum allowed load, actual load on the hook, operating radius, boom length, height under the sheave. Error detection system has to be there. Safety device has to be there against pipe and hose rupture. Test system facility for checking all sensors in crane operator cabin. Fault diagnostic system has to be there with ready to start indication facility. There has to be hoist limit switch also.  Following safety features shall be provided on the crane:  a)Motion Limiters ( over-hoisting, over-lowering, over-derricking)  b)Boom angle indicator  c) Main hoist lock /brake  d) Boom hoist lock /brake valve  e) Slewing lock  f) Audio/Visual warning/alarm  g) Safe Load indicator  h) All control levers of dead man type  i) Brakes for all motions including Service and Parking.  j) Automatic cut-off device to stop unsafe operation.  k) Boom working light  l) Wind speed indicator (Anemometer).  m) Visual display in cabin for load (actual/ allowed), operating radius, boom length and any other features available with Vendor's standard model. |
| 11 | Crane engine | Suitable water cooled diesel engines conforming EUROMOT 3a/3b or latest version. above mentioned codes/Std |
| 12 | |  |  |  | | --- | --- | --- | | Hook | block | size/ capacity | | |  | | --- | | following hook block along with the crane (Price shall be inclusive in the quoted price of crane)   1. Maximum rated capacity hook block for the offered crane model 2. 40 MT (+/- 20%) 3. 10 MT (+/- 20%) | |
| 13 | Control system | The control system for load handling shall be automatic and manual both. Selection facility shall be there. Operation of any three of the four crane motions simultaneously i.e. a) load hoisting / lowering,  b) Boom luffing / derricking, c) boom telescoping /retracting and d) slewing must be possible. |
|  | **CARRIER SPECIFICATION** |  |
| 14 | Brake | Service Brake: All wheel brake, dual circuit. Parking brake, intarder and exhaust retarder. |
| 15 | Outrigger type | Four point support having hydraulically controlled outrigger and also having independent horizontal & vertical movement for each out rigger. Working light for each outrigger beam. Electronic level indicator with automatic leveling system has to be there & also readout of outrigger pad load in superstructure & carrier. |
| 16 | Inclination display | Electronic inclination status has to be there. |
| 17 | Suspension | Hydro-pneumatic independent suspension has to be there on all axles & hydraulically lockable |
| 18 | Transmission | Automatic Transmission system equipped with intarder. |
| 19 | Travel of suspension system | Each suspension cylinder is able to move individually to take care of different road conditions. |
| 20 | Chassis | * 1. Number of axles – 5 (minimum)   2. Number of axles to be driven – 3 (minimum)   3. Number of axles having steering provision – All axles shall be steered. |
| 21 | Cabin | The crane shall be provided with fully enclosed operator's cab with good visibility on the revolving super structure. The operator's cab shall be provided with following accessories as a minimum:  i)Weatherproof safety glazing on all four walls  ii)Reclining Seat with safety belt.  iii)Fan  iv)Air Conditioning (if specified in Job Specification/Data sheet)  v)Wind screen wiper  vi)Sun visor  vii)Cab light  viii)Door Lock  ix)Portable fire extinguisher  x)First Aid Box  xi)Standard Tool box  xii)Dash board fitted instruments & gauges  xiii)Control console  xiv) Load chart, warnings & instructions etc. for operator. |
| 22 | Software | Software to simulate load handling scheme on computer monitor is to be supplied as standard item along with the supply. The software shall be in any potable storage media and shall also be operable on standalone normal personal computer. |
| 23 | Variable outrigger extension | Shall have the capability to work on outrigger with extension of individual out rigger to the extent of available space. Crane system should be able to calculate the relevant capacity according to outrigger position which should be displayed in the operator cabin The safety system of the crane should work accordingly. |
| 24 | Exhaust Emissions | Engine emission shall conform latest applicable Bharat Stage emission or equivalent standard acceptable in India for registration of Crane. Exhaust system should be with spark arrester. |

**ELIGIBILITY CRITERIA ANNEXURE-B**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Condition** | **Document required** |
| 1 | The bidder should be a manufacturer or their authorized dealer /Indian Group Company/ Indian Subsidiary/Indian office and should have supplied minimum two 120 ton or higher capacity tyre mounted, telescopic boom crane to any industries during the last 10 years as on previous to the last day of month in which NIT is published with satisfactory performance. | Bidder will submit the following documents:  I. The copies of Purchase Orders for the supplied crane by OEM / authorized dealer /Indian Group Company/ Indian Subsidiary/Indian office  II. The performance certificate for at least two 120 ton or higher capacity tyre mounted, telescopic boom crane supplied by OEM/authorized dealer /Indian Group Company/ Indian Subsidiary/Indian office for a minimum period of 2 years on continuous basis.  Performance Certificate submitted by authorized dealer should be for same make for which bidder has submitted authorization certificate.  III. Contact Details having address, contact no. email address of the company / person issuing performance certificate cited at II above.  IV. In case the bidder is an authorized dealer /Indian Group Company/ Indian Subsidiary/Indian office of OEM, then bidder should submit authorization letter from the OEM authorizing bidder to quote on their behalf . This letter should be specific to this tender.  V Authorized dealer quoting on behalf of OEM, should also submit confirmation letter from OEM that bidder is OEM’s authorized dealer on the date of NIT Publication. |
| 2 | All components of crane shall be manufactured from India/US/Europe/Japan/ South Korea only | OEM shall give undertaking on its letter head for same |
| 3 | OEM should have permanent service facilities in India for technical support and spare part supply at short notice and should be capable to provide spare & service support for a period of at least 15 years from the date of supply of crane at NFL Panipat. | I. Detail indicating complete address of their establishments in India with their contact person name, address and phone numbers etc on OEM’s letter head pad  II. Undertaking on OEM’s letter head pad that they shall provide spare & service support for quoted crane for a period of at least 15 years from the date of supply of the Crane at NFL Panipat. |
| 4 | Average annual financial turnover of the OEM/Bidder during last three financial years ending 31st March – 2022 (or during last three years ending 31st Dec 2021 where calendar year is applicable) should be at least **Rs. 2.85 Crores / 349000USD / 327500 EURO / 4,75,00,000 JPY.** | Bidder shall submit Own/OEM’s financial standing through Audited Balance sheet / Profit & Loss account for the last three years (i.e for F.Y 2019-20, 2020-21 & 2021-22 or calendar year 2019, 2020, 2021). \* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants/ statutory auditors (not being an employee or a director or not having any interest in the bidder’s company).  “UDIN” may be mentioned on the document which is being certified by Chartered Accountant/Statutory Auditors |
| 5 | Net- Worth of OEM /Bidder should be positive as per last audited financial statement for F.Y ending **“31.03.2022”** (or calendar year ending 31-12-2021). | Bidder to submit certificate thereof for themself/OEM issued by Chartered accountant/statutory auditors or a copy of audited balance sheet.  “UDIN” may be mentioned on the document which is being certified by Chartered Accountant/Statutory Auditors |

OEM = Original Equipment Manufacturer

BID SECURITY (EMD) FORM **ANNEXURE-C**

**DRAFT OF BANK GUARANTEE FOR BID SECURITY DEPOSIT/EMD**

IN CONSIDERATION OF NATIONAL FERTILIZERS LIMITED (NFL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003 (HEREINAFTER CALLED NFL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT \_\_\_\_\_\_\_\_\_\_\_\_(HEREINAFTER CALLED THE, THE SAID TENDERER(S)’ WHICH

EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FOR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_HEREINAFTER CALLED “THE SAID TENDERER’ OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT

BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER \_\_\_\_\_\_\_\_\_\_\_\_FOR \_\_\_\_\_\_\_\_\_\_\_\_ON PRODUCTION OF BANK GUARANTEE FOR

RS.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(RUPEES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ONLY).

1. WE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BANK HEREINAFTER REFERRED TO AS ‘THE BANK’ DO HEREBY UNDERTAKE TO PAY TO NFL AN AMOUNT NOT EXCEEDING RS.\_\_\_\_\_\_\_\_\_\_\_\_\_ (RUPEES\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY ‘NFL’ REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE

COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM ‘NFL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY ‘NFL’ BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER’S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS

GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING\_\_\_\_\_\_\_ (RS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ONLY).

3. WE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF NFL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF NFL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED

OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE\_\_\_\_\_\_\_\_\_\_\_\_\_TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF ‘NFL’ IN WRITING.

DATED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DAY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_200

CORPORATE SEAL FOR BANK.

**Annexure - D**

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT

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

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

expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs.\_\_\_\_\_\_\_\_\_. CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's

written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Security Deposit cum Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum- Performance Bank Guarantee is limited to Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Months from the date of this Bank Guarantee No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.

3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit cum- Performance Bank Guarantee will remain in force initially up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_months from the effective date of Bank Guarantee No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ given by the Bank to the

Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of

Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

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

(Indicate the name of the Bank with stamp)

**Annexure - E**

**PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT**

(On Stamp Paper issued in the Name of the Bank)

**Guarantee No………………………… Dated……………**…

In consideration of the National Fertilizers Limited, a Company incorporated under the Indian Companies Act and having its registered office at SCOPE Complex, Core-III, Institutional Area, Lodhi Road, New Delhi 110 003 (hereinafter called "NFL") having agreed to advance a sum of Rs……………. (Rupees…………………………… only) to M/s………………………………….. (Hereinafter called "SUPPLIER") as ………..% advance against supplies against Purchase Order No………………….. dated……………. for Rs………. (Rupees………………. only). We, ……………………….(Bank), having its

registered office at ………………….. (Hereinafter referred to as the "BANK") do hereby undertake to pay immediately on demand by NFL an amount not exceeding Rs………………….. (Rupees…………………. only) [i.e. Rs…………..as Principal Amount and Rs………………………. as Interest for ………….Months]. NFL can demand, against this Bank Guarantee, only an amount equivalent to an amount not adjusted by NFL against the supplies by the Supplier as per the Purchase Order.

2. Bank do hereby undertake to pay the amounts due and payable under this guarantee without any protest or demur immediately on a demand by NFL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable and the Bank will make the payment immediately without referring to Supplier.

3. The Bank further agrees that the guarantee herein contained shall remain or shall be released to the Supplier when the deliveries are completed or advance made towards supplies are fully adjusted bill of deliveries with earlier certification by NFL.

4. We………………….. (Bank) further agree with the NFL that NFL shall have the fullest liberty without the Bank's consent and without effecting in any manner or obligations hereunder to vary any of the terms and conditions of the Purchase

Order or to extend time of performance by the Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by NFL against the Supplier and to forebear or enforce any of the terms and conditions relating to the No…………….. Dated………. and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the Supplier or for any forbearance, act or omission on the part of NFL or any

indulgence by the NFL to the Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving Bank.

5. We……………. (Bank) further agree that it shall not revoke this guarantee during its currency of Guarantee except with the previous consent of NFL in writing.

6. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s)/Supplier(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL.

7. We……………. (Bank) agree to extend the validity of the guarantee for the period(s) as asked for by M/s ………………………….

8. Notwithstanding anything contained herein before, our total liability under this guarantee is restricted to Rs………………… (Rupees……………………………. only) and shall remain in force until………………….. unless a demand or claim to enforce a claim

under this guarantee is made against us in writing on or before the date

i.e……………….. all rights of NFL, under this guarantee shall be forfeited and the

Bank shall be released and discharged from all liabilities hereunder.

Dated:…………………… Bank……………………………

(Corporate

**ANNEXURE-F [For Indian Bidder/Manufacturer Only]**

This is to certify that we have procured Goods/Services as detailed as below from MSEs (Micro, Small, Enterprises) for use against NFL order/contract no. --------------- Dated---------------------

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Value of contract/P.O. awarded by NFL (in Rs.) | Value of Goods/Services procured from MSE’s against Contract/P.O. (in Rs.) | % Procurement from MSE’s |
|  |  |  |  |
|  |  |  |  |

Signature

Name

Name of Company/Firm

**ANNEXURE- G [PRICE BID FORMATS]**

PRICE BID

(To be Submitted On Bidders Letter-Head)

To,

Chief Manager (Mtls.)

National Fertilizers Limited,

Panipat.

**Sub**: Price Bid against NFL Tender No. NFP/PUR/SI/190002/2019376/Crane Dated 25.04.2023 for design, engineering, manufacture, inspection, testing, painting, supply and supervision of assembly, commissioning and conformity testing of One (1) No. new all-terrain, Tyre mounted, Telescopic boom, hydraulic Mobile Crane.

Dear Sir,

With reference to above mentioned tender, we hereby submit our Price-Bid as under-

## Table G1 . PRICE BID FORMAT [ FOR INDIAN Manufacturer/Bidder ]

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Item Description | Qty | Basic Lumsum Price  **(In INR) (1)** | P&F Charges  **(In INR**) **(2)** | GST Charges (in %) (applicable on 1+2) | GST Charges (in INR) (applicable on 1+2) **(3)** | Freight charges including transit Insurance & GST (upto NFL Stores Panipat) (**in INR) (4)** | Any other charges including GST, if extra, **(In INR) (5)** | TOTAL Landed price upto NFL Panipat (In INR.) **( G1 = 1+2+3+4+5)** |
| 1 | Lumsum Price to meet all the requirements as outlined in Annexure- A i.e Technical Specification Sheet QUANTITY : 1 SET | 1 SET |  |  |  |  |  |  |  |

## Table G2. PRICE BID FORMAT [ FOR FOREIGN Manufacturer/Bidder]

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Item Description | Qty | Currency [USD/ EUR/JPY/INR | Rate, In Quoted currency (1) | Packing & Forwarding charges (if any) (In Quoted currency) (2) | Any other charges (if any) (In quoted currency) (3) | Total FOB Value (In Quoted currency) (G2= 1+ 2+3) |
| 1 | Lumsum Price to meet all the requirements as outlined in Annexure- A i.e Technical Specification Sheet QUANTITY : 1 SET | 1 SET |  |  |  |  |  |

Note:

* Any charges, unless mentioned in above price bid, shall not be paid extra.
* Please check the total landed price twice before final bid submission. No request for correction shall be considered after opening of tender
* Indian Manufacturer/Bidders : Please quote freight charges (if applicable) including transit insurance & GST. Freight charges(if applicable) shall be paid against documentary evidence only subject to maximum of your quoted value.
* For Foreign Manufacturer/Bidders, arrangement of Marine Freight & Transit insurance from FOB Port of dispatch , Custom Clearance in India, Inland transportation &Transit Insurance in India shall be in NFL Scope. Loading shall be done on quoted FOB Price as specified in Loading Criterion (Annexure-L) of this tender for marine freight, transit insurance , custom duty, inland transportation in India, Inland Insurance to arrive at FOR NFL Stores Price for evaluation purpose only.

**ANNEXURE-H**

INSTRUCTIONS / CONDITIONS FOR SHIPMENT AND SUPPLY

FOR SEA SHIPMENT

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1.0 | | | Extent of Application : | | | | |
|  | | | a) | All the following clauses will be applicable to the extent relevant with reference to terms contained in the main body of the Purchase Order. | | | |
|  | | | b) | Terms contained in the main body of the Purchase Order will have over-riding effect in case of any conflict. | | | |
| 1.01 | | | Import License : Refer main Purchase Order. | | | | |
| 1.02 | | | Packing | | | | |
|  | | | a) | The Seller shall provide such protection and packing as necessary to avoid damages in transit by Air and shall be responsible for loss / damages or deterioration to goods due to fault protection and insecure packing. | | | |
|  | | | b) | The Seller shall insert in each packing case below the top lid a packing list fully item wised to how the case number, contents, gross and net weight and cubic measurement. | | | |
| 1.03A | | | Marking of Packages : | | | | |
|  | | | ALL MARKING SHOULD BE IN ENGLISH AND CAPITAL LETTERS  On each packing case, the following details shall be distinctly marked (stenciled in 75mm bold lettering and durable paint.) | | | | |
|  | | | N F  PO NO. NFP/PUR/SI/190002\_/\_\_\_\_\_\_\_\_\_  NFL PANIPAT  GROSS WEIGHT : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VIA MUMBAIINDIA   L | | | | |
| a) | Gross weight | | |  | b) | Country of Origin |
| c) | Port : Mumbai/Nhava Sheva/JNPT (India) | | |  | d) | Packing Number |
| e) | Import License Number | | |  | f) | Measurement |
| g) | Purchase Order Number | | |  |  |  |
| h) | In addition all the corners of each of the packages may please be painted 15mm deep in red shade to ensure quick location of the packages for clearance and handling at ports. For materials to be stored under cover, and additional identification mark of open umbrella shall be put on right hand top corners, for the side to be kept up, an instruction in words “THIS SIDE UP” and with the conventional symbol of a wine glass kept upright should be marked. | | | | | |

SHIPPING / ARRANGEMENT FOR FOB CONTRACT : FOR SEA- SHIPMENT

|  |  |  |  |
| --- | --- | --- | --- |
| 1.04 | | Our Forwarding Agent / Nominees will be intimated after order placement whom adequate notice about the readiness of consignment should be given by the seller from time to time at least six weeks in advance of the required position, for finalizing shipping arrangements. | |
| 1.05 | | SHIPMENT ADVICE | |
|  | | As soon as Shipment is effected the seller should notify by E-mail (1) Buyer’s Purchase Order Number (2) Name of Ship. (3) Bill of Lading . & date (4) Number of packages (5) Value to : | |

|  |  |  |  |
| --- | --- | --- | --- |
| a) | GM (Materials)  National Fertilizers Limited,  11-A, Sector-24, Noida ,  Distt. Gautambudh Nagar, U.P. – 201 301 (India)  [yogeshkumar@nfl.co.in](mailto:yogeshkumar@nfl.co.in) | b) | Chief Manager (Materials)  National Fertilizers Limited,  Panipat – 132 106 (Haryana) India  [mpatil@nfl.co.in](mailto:mpatil@nfl.co.in) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1.06 | DISPATCH OF SHIPPING DOCUMENTS | | | |
|  | The supplier shall send by Airmail post immediately and in any case within a week of date of shipment, shipping documents etc. as specified here under to : | | | |
|  | a) | Chief Manager (Materials)  National Fertilizers Limited,  Gohana Road,  Panipat-132106 (Haryana) India | | |
|  | (i) | One negotiable clean on board bill of lading | | |
|  | (ii) | Three signed copies of invoices duly incorporating the Certificate of Origin in the standard form. Invoice should be raised as per purchase order only | | |
|  | (iii) | Three copies of Packing List. | | |
|  |  |  | | |
|  | b) | GM (Materials)  National Fertilizers Limited  11-A, Sector-24, Noida  Distt. Gautambudh Nagar  U.P. – 201 301 (INDIA)  . | | |
|  | (i) | One copy of non-negotiable Bill of Lading | | |
|  | (ii) | One copy of invoice. | | |
|  | (iii) | One copy of Packing List. | | |
|  | c) | |  |  | | --- | --- | | To Commercial Bank : For F.O.B. / F.A.S. value | : For both Sea & Air Shipments. | | | |
|  |  | 1) Three copies of negotiable clean on Board Bill of Lading and one copy of non-negotiable clean on Board Bill of Lading Certificate that in case of sea shipment arrangements has been made as per clause 1.04 | | |
|  | (i) | Two copies of packing list. | | |
|  | (ii) | Three copies of signed invoices incorporating Certificate of origin. | | |
|  |  |  | | |
|  | (iii) | Certificate that one negotiable copy of Bill of lading has been sent to consignee by Airmail Registered Post as per instruction in 1.06 (a), (b) & (c) above. | | |
|  | (iv) | A copy of email to consignee intimating shipment particulars as per, clause 1.05. | | |
|  | (v) | Certificate stating that the underwriters has been intimated as per clause 1.07 | | |
|  | (vi) | At least one copy of Technical literature / catalogue pertaining to the good under this order is required by us for customs purpose. | | |
|  | (vii) | “A Certificate stating that the invoice(s) has / have been prepared for the actual quantities of materials shipped and they confirm to contract specifications.” | | |
|  | (viii) | Certificates / documents as mentioned in Purchase Order. | | |
|  |  |  | | |
| IMPORTANT NOTES | | | | |
|  |  |  | | |
|  |  | Documents for Bank are to be negotiated after shipment latest within 21 days from the closing date of the ship Demurrage, if any, incurred by the Purchase due to late negotiation of documents shall be recoverable from the seller. | | |
|  |  | When the suppliers are complete, kindly send a Certificate that you have settled the account with us. This certificate is required by our Customs Authorities. | | |
|  |  | You will submit a certificate along with the invoice that the same has been prepared strictly as per the material shipped. No payment shall be made unless a certificate is submitted to the banker along with the shipping documents for claiming payment of the goods dispatched by you. In case the quantities of materials shipped are not found as per invoice, the custom duty and other charges, if any payable by NFL on the short supplied items will have to be reimbursed by you to us. | | |
|  |  | You will also certify that the material shipped conforms to the contract specifications, in case the material shipped is not as per contract specification the same will be rejected and you will replace the same with the goods of required specifications and also reimburse the customs duty paid by us on the rejected goods together with the interest and other charges, if any. | | |
|  |  |  | | |
| 1.07 | Marine Insurance: | | | |
|  | The transit risk will be covered by our open policy and shall be arranged by the consignee. Immediately when the materials are shipped , seller shall inform the following details : | | | |
|  | a) | |  |  | | --- | --- | | M/s.New India Assurance Co.Ltd. H. No. 1, Sector- 5, Rajender Nagar, Sahibabad, Ghaziabad – 201 005, U.P., (India) Tel:91-120- 2794543 ,2790515, Mobile 9810371344 , 9810570097 |  | | | |
|  |  |  | | |
|  | b) | DGM (Finance & Accounts)  National Fertilizers Limited  Panipat-132106 (Haryana) India | | |
| (i) | Buyor’s Purchase Order No. | | To be informed to (a) & (b) also as the case may be |
| (ii) | Name of Steamer / Flight No. | |  |
| (iii) | Bill of Lading / Airways Bill No. & Date | |
| (iv) | No. of Packages | |
| (v) | Value (F.O.B.) | |

Consignment should be insured from warehouse to warehouse under open policy for the following value :

|  |  |
| --- | --- |
| (a) | For sea shipment :  140% of F.O.B. Price  (F.O.B. + 30% for customs duty + 10% for incidentals) |

|  |  |  |
| --- | --- | --- |
| 1.08 | Bank Charges | |
|  | All bank charges of Purchaser’s Banker shall be borne by the purchaser and that of seller’s Banker including confirmation charges of Letter of Credit shall be borne by the Seller. | |
|  |  |  |
| 1.09 | Submission of Invoice | |
|  | 1 | Invoice shall be drawn in the name of National Fertilizers Limited in the following proforma :  (Name of main equipment)  Description of all items to be given with price for each item.  At the end of invoice, Reference of Purchaser’s Purchase Order No. & date should be given |
|  | 2 | All invoices should bear the following certificate. |
|  | (a) | The material covered by the invoice has passed the supplier’s Test and inspection and conforms in every way to the specifications and is packed in accordance with the contract requirements. |
|  | 3 | KINDLY PREPARE INVOICE AND PACKING LIST AS UNDER   1. THE ITEMS MENTIONED IN THE PACKING LIST SHOULD CONSIST OF NUMBERS AND NET WEIGHT BOTH. TOTAL GROSS WEIGHT AND DIMENSION OF THE BOXES SHOULD ALSO BE MENTIONED 2. INVOICE SHALL CONSIST OF ALL THE ITEMS IN THE ABOVE PACKING LIST WITH RATES AS INDICATED IN OUR THIS PURCHASE ORDER 3. INVOICE AND PACKING LIST SHOULD MATCH WITH THIS PURCHASE ORDER. |
| 1.10 | BILL OF LADING | |
|  | The B/L , shall be drawn showing National Fertilizers Ltd. as shippers. The port consignee in case of sea shipment shall be : Chief Manager (Materials) National Fertilizers Limited, Gohana Road, Panipat-132106 (Haryana) India | |
|  |  |  |
| 1.11 | ON DECK SHIPMENT | |
|  | In no case shall any material be shipped on deck without our prior consent in writing. | |
|  |  |  |
| 1.12 | SHORT RECEIPT AND REPLACEMENT | |
|  | Goods received short or in damaged condition will have to be replaced by the supplier free of cost, if such shortage or damages are not due to peril in transit. | |
|  |  | |
|  |  |  |
| 2.1 | PRICE  The price offered by you and accepted by us is firm without any escalation on any account till the contract is completely executed. | |
|  |  |  |
| 2.2 | DELIVERY  Delivery quoted by you and accepted by us should be strictly adhered to. | |
|  |  |  |
| 2.3 | CURRENCY OF PAYMENT  Payment falling due under this contract will be made in currency as indicated in the order and no deviation will be possible. | |
|  |  |  |
| 2.4 | 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 there of this effect. | |
|  |  |  |
| 2.5 | DISPUTES  All questions relations to the validity and interpretation of purposes of the contract shall be governed in accordance with Indian laws. | |
|  |  |  |
| 2.6 | DEFINITIONS  Wherever NFL is used, it will mean the National Fertilizers Limited. | |
|  |  |  |
| 3.0 | CORRESPONDENCE  All correspondence relating to this purchase order should be made in English and addressed to the CM (Materials), National Fertilizers Limited, Binjhol, Gohana Road, Panipat-132106 (Haryana) India indicating clearly the Purchase Order No. and date. | |
|  |  |  |
| 3.1 | PATENTS  The supplier agree to indemnify the NFL or/and customer and hold it/them harm less from and against all claims liability / loss damage or expense including counsel fees arising from or by reasons of an actuals or claimed trade mark patents or copy right infringement or any litigation based hereon with respect to any part of the items covered by the order and such obligation shall survive acceptance of and payment for the items. | |
|  |  |  |
| 3.2 | IDEMNITY  The supplier does hereby indemnify and save harmless NFL from all claims, losses, demands causes of action or studies arising out of the service, labour, equipment and materials furnished by the supplier hereunder. | |
|  |  |  |
| NOTE : | | |

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

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

The language of the arbitration shall be in English.

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

## ANNEXURE-I

## List of Special Tools and Tackles

## [To be uploaded alongwith Technical Bid as asked at Clause no 6.0 of Annexure-A ]

|  |  |
| --- | --- |
| Sl. No. | Item Description (Two Sets Each) |
| 1 |  |
| 2 |  |
| 3 |  |

*Add extra rows . if required*

**ANNEXURE-J**

DEVIATION LIST FORMAT

(IF APPLICABLE , THEN TO BE SUBMITTED ON LETTER HEAD AS PER FORMAT BELOW)

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. NO. | Clause No of NFL Tender’s General T&C or Technical Section (as applicable) | Clause Brief Description | Deviation quoted by Bidder |
|  |  |  |  |
|  |  |  |  |

**ANNEXURE-K [ Page No- 29,30,31]**

SELF-CERTIFICATIONS/DECLARATIONS & TENDER’S T&C ACCEPTANCE LETTER

(On Bidders Letter-Head)

To,

Chief Manager (Mtls.)

National Fertilizers Limited,

Panipat.

**Sub**: Self-Certifications/Declarations & Acceptance of T&C of NFL Tender No. NFP/PUR/SI/190002/2019376/Crane Dated 25.04.2023 for design, engineering, manufacture, inspection, testing, painting, supply and supervision of assembly, commissioning and conformity testing of One (1) No. new all-terrain, Tyre mounted, Telescopic boom, hydraulic Mobile Crane.

Dear Sir,

With reference to above:

1. We hereby certify that Subject Tender documents (including all additional documents, annexures. corrigendum’s, addendums etc.) have been read and understood by us. Terms & Conditions laid out in the subject tender documents are fully acceptable to us in its totality / entirety. In the event our offer is found acceptable and order is awarded to us, the complete tender document shall be considered to be part of awarded order unless and until the same are relaxed/overruled/incorporated in the order. We specifically confirm following:

|  |  |  |
| --- | --- | --- |
| SL. No. | Condition | Bidder’s Comment |
| 1 | Acceptance of all T&C mentioned at Annexure-A | Confirmed |
| 2 | Submission of Guarantee/Warrantee certificate as per Annexure-A | Confirmed. |
| 3 | Submission of SD-cum-PBG | Accepted as per General T&C Clause 46 |
| 4 | Payment Terms | Accepted as per General T&C Clause 13 |
| 5 | Shortest Delivery Period from date of Letter of Intent |  |
| 6 | Shortest period from the date of intimation by NFL about arrival of crane at NFL Panipat for commissioning/load testing/onsite training . It should not be more than two months. |  |
| 7 | Offer Validity | 120 days from the date of opening of the tender |
| 8 | Complete address of your factory/works/office on which order needs to be issued in event of acceptance of your offer. |  |
| 10 | GSTIN Code [Indian Manufacturer/Bidder Only] |  |
| 11 | Basis of Prices [Indian Manufacturer/Bidder Only] | FOR NFL Stores, Panipat |
| 12 | Basis of Prices [Foreign Manufacturer/Bidder Only] | FOB \_\_\_\_\_\_\_Seaport Basis (Port of Dispatch/Exit Port) |
| 13 | Quoted Currency [ Foreign Manufacturer/Bidder Only] |  |
| 14 | Country of Origin [ Foreign Manufacturer/Bidder Only] |  |
| 15 | Submission of Country of Origin Certificate from Chamber of Commerce [ Foreign Manufacturer/Bidder Only] | Confirmed |
| 16 | Acceptance of Instructions / Conditions For Shipment & Supply’ as mentioned in Annexure –H[ Foreign Manufacturer/Bidder Only] | Confirmed |
| 17 | Submission of Phytosanitary Certificate as per details given in Additional General T&C for Foreign Bidders [ Foreign Manufacturer/Bidder Only] | Confirmed |
| 18 | HSN Code/ BTN Classification Number i.e. Item Heading Of Custom Tariff, enabling us to export this material |  |
| 19 | Approximate weight & dimension [Length, Breadth , Height] of the total consignment. [ Foreign Manufacturer/Bidder Only] |  |
| 20 | Signed & Stamped Integrity Pact | Submitted |
| 21 | Signed Copy of NIT towards token of acceptance of all T&C of Tender | Submitted |

1. (i) **No deviation to any of the terms & conditions of the tender documents has been quoted by us**. We further confirm that any deviation ,variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the NFL, failing which, NFL without prejudice to any other right or remedy be at its liberty to forfeit the EMD

OR

(ii) **Deviation to the terms & conditions of the tender documents as per deviation list submitted has been quoted by us.** We further confirm that any deviation ,variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid **other than deviation List (Annexure-I)** , implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the NFL failing which, NFL without prejudice to any other right or remedy be at its liberty to forfeit the EMD.

[CHOOSE ONLY ONE FROM ABOVE AS APPLICABLE. BY DEFAULT 2(i) WILL BE CONSIDERED IF BOTH ABOVE IS SUBMITTED]]

1. We hereby certify that
2. None of the NFL employee is related to owners/directors.

(In case any relative is working in NFL, furnish details separately).

1. None of NFL’s ex-employee is employed with us.

(In case any ex-employee of NFL is employed, furnish details separately)

1. None of blood relation of the owners/directors is participating in this tender in the name of other firm.
2. We have not been blacklisted by any government department/public sector undertaking/co- operative Unit.
3. We have not been delisted by any government department/public sector undertaking/co-operative Unit in the last two years of participating in the tender.
4. No other Firm/sister concerns/associates belonging to the our group is participating/submitting the tender for the job against this tender
5. We have not been debarred by any procuring entity from violation of provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017-PP (BE-II) dated 16” Sep 2020 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP).
6. In reference to clause 48.3 of General T&C of this tender, our offered Item meets the minimum local content requirement for us to be qualified under

“Class –I Local supplier”/ ”Class-II local supplier”/ [CHOOSE ONE AS APPLICBALE]

& local content of offered product is \_\_\_\_\_\_\_\_\_\_%.

Local Value Addition is done at our following works/offices [ GIVE ADDRESS OF YOUR WORKS/OFFICES]

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

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

OR

In reference to clause 48.3 of General T&C of this tender we are ”Non-Local Supplier”

1. We have not been debarred by any procuring entity from violation of Public Procurement (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017-PP (BE-II) dated 16” Sep 2020 .
2. None of the tender documents including BOQ has been tampered with.
3. We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all the requirements in this regard and is eligible to be considered [“where applicable, evidence of valid registration by the Competent Authority shall be attached]
4. We have uploaded list of special tools and tackles as asked at Clause no. 6.0 of Annexure- A i.e. Technical Specification sheet. [As per Annexure-I]
5. We will make our own arrangement for lodging, boarding & local transport during deputation of our service engineer for commissioning, load testing, onsite training and visits during Guarantee/Warrantee Period at No Extra cost to NFL
6. We have quoted Lumsum Price ( as per Format given in Annexure –G Table G1 or Table G2 ) to meet all the requirements as outlined in Annexure- A i.e Technical Specification of crane.
7. We have submitted EMD of \_\_\_\_\_\_\_\_(amount) vide UTR/BG No \_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_
8. We hereby certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Dated: Signature of Tenderer :

Place: Name & Address of Tenderer :

Mobile No. :

Email :.

**LOADING CRITERION ANNEXURE- L**

The tenderers must accept the terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of NFL. NFL however, may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, security deposit and liquidated damages etc. by adopting the stipulated loading criteria, where ever applicable, as under:-

Evaluation and Comparison of Price Bids:

The evaluation of bids shall be done on the basis of “landed cost” at plant site. The evaluation of bids shall take into consideration the following aspects: - All cost implications including the following; wherever applicable – deficient bids shall be loaded for cost of deficiency on Base Price, which shall include cost of spares, inspection, packing, forwarding and any other charges/taxes/duties etc. up to our site in case of Indian Vendors and CIF Port of Discharge in case of foreign bidders. - Base Price of equipment and material;

- The cost of spare parts for erection, commissioning and maintenance spares as required. This cost will be added to the cost of equipment. Non-quoted spares will be loaded at the highest rate quoted by any other bidder or at estimated price in case quoted prices of other bidder are not available.

- Loading Taxes and Duties for Indian Bidders:- As quoted by Indian Bidders, otherwise as applicable.

**-**Any clarification / confirmationhaving reduced price implications received from Bidder after price Bid opening shall be considered only for ordering purposes and not for evaluation purposes. However, clarification/confirmations sought by NFL having additional price implication if accepted shall also be considered for evaluation purpose.

- Discount Any conditional discount given by the Bidder such as minimum order value on certain group of items etc. is not to be considered for evaluation purpose. However, conditional discount offered by Bidder on total order value will be considered if the evaluation of the enquiry is carried out for all items of the enquiry. For ordering purpose all such discounts shall be considered.

- Other Charges Other charges, if any, such as documentation charges for providing extra sets of Drawings/ reproducible etc. shall be considered as under: In case of item wise evaluation, the documentation charges quoted by the Bidder, will be loaded on each item. In other cases, it will be loaded on total cost.

- Third Party Inspection charges wherever applicable. Wherever Bidders have not indicated third party Inspection charges, highest third party Inspection charges quoted by other Bidder shall be loaded for comparison purpose.

*-* Calculation of Supervision Charges for Erection and Commissioning: Wherever Bidder has not indicated per diem rate and duration of stay at site for carrying out erection and commissioning services at site, the offer will be loaded from the highest rate and maximum period quoted by the other Bidder including cost of to & fro air fare charge and income tax to be borne by NFL wherever applicable.

**-** Escalation:A firm price bid shall be preferred compared to a bid with variable price. A bid with price variation may be considered for evaluation provided that price variation is based on well defined formula indicating the escalation ceiling in % of bid price and in such cases escalation ceiling indicated by bidder shall be loaded to work out evaluated price.

- In case a variable price bid indicates the well defined price variation formula but no escalation ceiling, such bid shall be loaded for highest escalation ceiling indicated by any other bidder or such bid may be considered nonresponsive if sufficient numbers of acceptable bids are available.

- In case a variable price bid neither indicates neither price variation formula nor ceiling on escalation, such bid shall be considered non-responsive and rejected The tenderers must accept the terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of NFL. NFL however, may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, Security Deposit and Liquidated Damages etc. by adopting the loading criteria as below. All loadings shall be on CIF (Import)/ Ex- Works (Domestic) prices.

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

- Payment Terms: Deviation in Payment Terms: The deviation in differential payment terms with respect to NIT clause shall be loaded as under for interest @ prime lending rate (SBI MCLR) + 1% for the period:

(a) Interest calculation against Mobilization Advance.

Sr. 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/Exworks price for the following period:

Sr no. Payment Terms Period of Loading

Against submission of

1. 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 < 8 months Full delivery period less two months

b. If delivery period > 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 materials/through bank

a. Foreign Bidders Three months.

b. Indian Bidders Depending on Delivery Conditions viz. Ex-works – one and half months FOR destination –one month

7. Against Payment within 30 days Nil.

-Interest will also be charged on advance payment if supplies get delayed beyond delivery schedule stipulated in the P.O.

-Interest on interest-free advance payment, if insisted by the bidder, shall be loaded at applicable prime lending rate (SBI MCLR) + 1% or as may be indicated in the bidding documents.

.

- For Other Deviations, Following Loading criteria shall be done:

i. Packing and Forwarding (P &F): 2% of Basic Price if party has not quoted P&F charges i.e. 1% each for packing and or forwarding respectively. Also NFL’s maximum liability to pay such charges shall be limited to the amount loaded for evaluation purposes.

ii. Loading of freight in percentage terms as under: Inland Transportation Charges:

A) In case weights and distances are known for all suppliers:

i) FOR SMALLS: Inland transportation charges shall be calculated at the rate of Rs. 5.00 per KM/MT.

(ii) FOR TRUCK LOADS: @ Rs. 4 per KM/MT

B) While undertaking item-wise evaluation where item wise weights are not available, the following procedure shall be adopted for calculating transportation charges up to NFL site:

1. Transportation from the vendors -- 1% of CIF/Ex-works Prices situated within a distance of 400 KMS.

2. Transportation from the vendors -- 2% of CIF/Ex-works Prices situated within a distance of 401 to 800 KMS.

3. Transportation from the vendors -- 3% of CIF/Ex-works Prices situated at a distance of more than 800 KMS.

All Indian parties are required to quote ex-works Price and freight charges up to NFL Site, compulsorily. If all the parties have given freight charges up to site the same shall be considered for evaluation. However, if only some parties have given freight charges, NFL reserves the right to load for such parties who have not quoted freight charges with freight charges as above. NFL’s decision on this regard shall be final and binding on these Bidders.

iii. Transit Insurance Premium as below:

Inland Insurance: The inland insurance shall be calculated at the rate of 0.15% of CIF/FOR prices.

For Foreign Bidder: Transit Insurance @0.11% of FOB/FCA price shall be taken for calculating assessable value for working of the custom duty. The above transit insurance shall not be considered for working out the landed cost. For arriving at the landed cost, transit insurance shall be calculated @0.15% of (FOB/FCA cost + Ocean/ air freight+P&F+ Inland Freight).

For Indian Bidder: To arrive at the landed prices, the transit insurance shall be calculated @ 0.11% of (Basic Price +P&F+GST + other statutory taxes/levies (if any) + Inland Freight) for Indian bidders.

iv. Loading On Account Of Longer Delivery Period

1. Wherever Bidders quoted delivery is higher than the preferred delivery period as indicated in the ITB document, the following loading criterion shall be applied:

Loading @ 2 % per month on FOB/ Ex-works price for the following periods:

Delivery Quoted Loading Period

Foreign/Indian Bidders (Effective delivery-Preferred delivery)

In order to account for Sea shipment and port clearance time the difference between FOB delivery date and EX-Works delivery date is to be considered as 1.5 months.

No credit shall be given for early delivery period. Quoted delivery has to be computed for effective delivery as given below. Preferred delivery for Foreign Bidder has to be as per FOB delivery at port of loading and for Indian Bidder as delivery on ex-works basis.

b) The loading as mentioned at (a) shall not be applied in case the quoted delivery does not meet the project requirement and the Bid shall not be qualified.

- Calculation of Effective Delivery Period The delivery shall be counted from LOI. Wherever the Bidder does not agree to

the above condition following criteria will be used for calculating the effective delivery period for evaluation purpose:

Delivery basis as per Bidder offer - Loading in months To be added to quoted delivery

Ex-works basis for Foreign Bidders - 15 days

On readiness for Inspection for Foreign Bidders - One month

From receipt of PO - One month

From drawing approval - Two months or time indicated for Submission of approval ,whichever is more.

On receipt of Letter of Credit - Two months

When the Bidders ask for grace period for applicability of damages, the same shall be added to the quoted delivery period. The delivery period computed on the above basis shall be taken as delivery period for each Bidder for the purpose of evaluation.”

v. Loading on account of discrepancy in the Warranty/Guarantee Period: Wherever bidders quote reduced warranty period, following loading criteria shall be adopted: [10% of CIF/ex-works price x (No. of Months as per NIT– No. of Months quoted)]

No. of Months as per NIT

vi. Loading on account of discrepancy in Performance Bank Guarantee: PBG Quoted Loading Criteria Less than 10% - 10% - quoted percentage of CIF/Ex-works prices

NOTE: Over-riding Conditions for (v) & (vi) above. If the sum of (v) & (vi) above is more than 10% of CIF/ex-works prices, then theloading shall be limited to 10%

vii. Non-submission of SD: The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder, for example, NIT calls for bank guarantee for 10%, then loading shall be done as under @ lending rate (SBI MCLR) + 1% , on short fall in Bank Guarantee value agreed by the bidder for delivery period with additional one month period. Bank guarantee for SD Loading Criteria Less than 10%. (10% - quoted percentage) of basic price @ prime lending rate (SBI MCLR + 1%); on short fall in Bank Guarantee value agreed by the bidder for delivery period with additional one month period.

Bank guarantee for SD Loading Criteria

Less than 10 % Less than 10% (10%- quoted percentage)of basic price @ prime lending rate (SBI MCLR + 1%), on short fall in Bank Guarantee value agreed by bidder for delivery period with additional one month period.

Viii. Loading for discrepancy in acceptance of Liquidated damages Clause: If deviation is noted in quoted damages, the proportionate loading for shortfall shall be added as follows:

Quoted Damages Loading Criteria

i) 0.5 % per week subject to a ceiling of 5% of total order value - NO LOADING.

ii) 0.5 % per week subject to a ceiling of 2.5 % of total order value. - 2.5% LOADING

iii) Damages accepted on undelivered value Instead of total order value - 2.5% loading.

iv) Non-acceptance of damages - 5% loading

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

Whenever the bidder is silent about the acceptance of NIT conditions such as performance bank guarantee, warranty period, liquidated damages etc, it shall be presumed that the bidder has accepted these conditions and no loading shall be done while undertaking evaluation.

Calculation of Landed Price for Foreign Bidders:- To arrive at Landed prices of Foreign Bidders, FOB /FCA prices shall be loaded as under: Ocean freight @ 3.00 % of FOB value ; Air Freight @ 5.00% of FCA Value ; Marine Insurance @ 0.11% of FOB value

Custom duty @ Basic duty + Countervailing duty Educational Cess+other applicable levies

For Foreign Bidder: Transit Insurance @0.11% of FOB/FCA price shall be taken for calculating assessable value for working of the custom duty. The above transit insurance shall not be considered for working out the landed cost. For arriving at the landed cost, transit insurance shall be calculated @0.15% of (FOB/FCA cost + Ocean/ air freight+P&F+ Inland Freight).

Transportation of Over Dimensional consignment (ODC) by Sea: The term ODC refers to consignment which is beyond standard measure i.e. where anyone dimension exceeds any external container dimension of eight (8) feet wide or eight (8) feet six (6) inches high but does not exceed the following maximum dimensions:

Weight Length Width Height

20 to 100 MT 40 to 50 feet 11 feet 11 feet

For above consignment ocean freight will be taken @ 5% of FOB value.

Transportation of Super ODC by Sea:Consignment that has weight more than 100 MT and any one dimension over 50 feet long, more than 11 feet wide or over 11 feet high, requires special handling equipment for loading abroad or discharging from a vessel because of that consignment's a typical size classified as Super IDC. For ocean freight of super ODC consignments, efforts will be made to obtain budgetary quotes from M/s. Balmer Lawrie and M/s. Shiping Corp. of India. In case both the quotes are available, average of the two will be taken for evaluation. However, in case only one quote either from M/s. Balmer Lawrie or M/s. Shipping Corp. of India is available then the same shall be considered for evaluation purpose. The actual amount of ocean freight may also however vary to any amount on either side depending on prevailing market condition .

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

Weight 9 tonnes, length 5.5 meter, width 2.12 meter, height 2.1 meter will be considered as Over Dimensional consignments.

For inland freight for ODC, efforts may be made to obtain budgetary quotes. In case more than one quotes are available, average will be taken for evaluation. However, in case only one quote is available then the same shall be considered for evaluation purpose. The actual amount may also however vary to any amount on either side depending on prevailing market condition .

**BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs): ANNEXURE-M**

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

**a) Qualifying Criteria for MSEs, SC/ST vendors:**

i. MSE bidders must submit UDYAM registration certificates

ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51%shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:

• District/Additional District Magistrate /Collector/Deputy Commissioner/Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner.

• Chief Presidency magistrate /Additional Chief Presidency magistrate/Presidency magistrate.

• Revenue Officer not below the rank of Tehsildar.

• Sub-divisional Officer of the area where the individual and/or his family normally resides.

iii. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.

iv. The registration must be for the items/category of items /services relevant tothe tendered items/category of items/services.

**(b) Purchase Preference for MSE:**

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

A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST) bidder shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1.

In case that two or more MSEs are within the final landed rates/negotiated landed rates of L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% of the order will be shared equally by them. Where the MSE is (SC/ST)/Women owned, they shall be exclusively awarded a share of 4%/3% of the above 25% in addition to equally sharing the balance 21%/22%/18% (as the case may be) with other [non-SC/ST] /[non-women owned] MSEs

A sub-targets of 3% from within 25% has been earmarked for supply from MSEs owned by women entrepreneurs.

In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 21% with other non-SC/ST MSE bidders.

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

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

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

Additionally, MSEs registered with NSIC shall be exempt from paying Security Deposit up to the monetary limit mentioned in the certificate.