



National Fertilizers Limited

(A Government of India Undertaking)

Nangal Unit: Naya Nangal

(Punjab)- 140126

Phone: 01887-220568

Fax: 01887-220541

Ref: PN/SPX/2022/197

Dated: 24.06.2023

NOTICE INVITING TENDER
Government –E –Market
Additional Terms & Conditions

Open tender under two part bid system through GeM portal are invited for the supply of material and commissioning as per scope of work mentioned in Annexure-II:-

Tender No.	NFN/PN/SPX/2022/197	
Description of Work	Supply and Commissioning of Vertical turbine Pump (02 Nos) along with Motor with higher efficiency Pump assemblies for Urea Cooling water system	
Type of Bid	Open Tender under Two Part Bid System as per GeM	
Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lakh only)	
SD-cum-PG	@10% of Total Order Value	
Offer Validity period	Minimum 120 days from Tender Opening Date	
List of Attachments	i.	Special Instructions to Tenderers
	ii.	General Terms and Conditions of Notice Inviting Tender (Annexure-I)
	iii.	Item Description and Special note (Annexure-II)
	iv.	Online Techno-Commercial Template to be completed/filled in by Tenderers (Annexure-III)
	v.	Technical Requirement of Pump (Annexure-IV)
	vi.	Pre-qualified parties for HT Motors (Annexure- V-B)
	vii.	Technical Requirement of Induction Motor (Annexure-V)
	viii.	Technical data sheet (Annexure-VI)
	ix.	Evaluation and Comparison of bids & Price reduction clause (Annexure-VI-B)
	x.	Eligibility Criteria
	xi.	Benefits available to Vendors under MSMED Act and Make in India (Local content)
	xii.	Integrity Pact
	xiii.	Affidavit (Annexure – X)
	xiv.	Affidavit (Annexure – XI)
	xv.	Drawings

For further details, visit our GEM Portal Site <https://gem.gov.in/>. Tender Particulars are also available on NFL website . Any future amendment/ modification to the NIT will be displayed only on GEM Portal <https://gem.gov.in> . Bidders are requested to visit GeM Portal regularly in their own interest to check for any amendment/modification to the NIT.

Asst. Manager – Materials



National Fertilizers Limited
(A Government of India Undertaking)
Naya Nangal (Punjab)– 140126, India
(An ISO 9001, 14001 & OHSAS 18001 Unit)
CIN No. L74899DL1974GOI007417

NFN/PN/SPX/2022/197
SPECIAL INSTRUCTIONS TO TENDERERS

- 1.00 **Mode of Tendering:**
National Fertilizers Limited, Naya Nangal Unit intends to **Procure Vertical turbine Pump (02 Nos) along with Motor with higher efficiency Pump assemblies for Urea Cooling water system along with commissioning** by inviting Bids through GeM portal under open tender two part bid system.
- 2.00 In the GeM process, Offers are required to be submitted electronically in place of offers in 'Hard Copy under Sealed Envelope' as is being done conventionally. Tender Submission, Tender Closing and Opening activities will be done electronically and online.
- 3.00 The NIT will be posted on GeM Portal <https://gem.gov.in> from where Vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online.
- 4.00 Vendors shall visit the URL i.e. <https://gem.gov.in> for downloading of tender documents, bid preparation, bid submission etc. .
- 5.00 No oral, email, telephone, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- 6.00 For queries regarding GeM process, you may contact GeM helpdesk. Contact details are as under:

GeM Helpdesk (For Vendors)

Toll Free Numbers (Inbound): Call
1800-419-3436 / 1800-102-3436
(9:00 am - 10:00 pm Mon to Sat)
HelpDesk Outbound No's : 07556681401, 07556685120, 01169095625

National Fertilizers Limited, Naya Nangal Unit (For Tender details)

i.	Name: Shri Ranjit Singh, Manager – Materials Contact No.: 09417730932 Email: ranjits@nfl.co.in
ii.	Name: Shri Vijay Kumar, Asst.. Manager – Materials Contact No.: 06361371031 Email: vijay.kumar22@nfl.co.in

- 7.00 **Name & Address of the Consignee/Unit:**
Manager (Materials)
National Fertilizers Limited, Naya Nangal (Punjab) -140 126,
- 8.00 This NIT/Enquiry is also available on our Company's website <https://www.nationalfertilizers.com> for reference purposes. However, tenders will be submitted online on GeM Portal <https://gem.gov.in> only.



National Fertilizers Limited
(A Government of India Undertaking)
Naya Nangal (Punjab)–140 126, India
(An ISO 9001, 14001 & OHSAS 18001 Unit)
CIN No. L74899DL1974GOI007417

NFN/PN/SPX/2022/197
Terms and Conditions of Notice Inviting Tender

Annexure-I

- 1.00 Detailed Scope of Supply and other terms and conditions for the **Supply and Commissioning of Vertical turbine Pump (02 Nos) along with Motor with higher efficiency Pump assemblies for Urea Cooling water system** are given in attached Annexures.
- 2.00 **Submission of Tender:**
- 2.01 Tenders shall be submitted electronically on GeM Portal <https://gem.gov.in>.
- 2.02 No oral, email, telephonic, telegraphic tenders or tenders submitted in hard copies/ physical form will be entertained.
- 2.03 Bidders are expected to examine all the instructions, forms, terms and conditions in the bidding documents. The Invitation to Bid together with all its attachments thereto shall be considered to be read, understood and accepted by the Bidders, unless deviations are specifically stated in the seriatim by the bidders. Failure to furnish all the information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of the bid.
- 2.04 No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
- 2.05 Complete specifications of the Stores offered together with manufacturer's name brand, etc. of each of the item must be indicated in the Technical Bid and descriptive literature and samples (wherever necessary or required) should be sent separately by post immediately after uploading the tender documents.
- 2.06 ***Tenderers must submit/upload one complete set of the tender documents duly signed in token of acceptance of all the tender conditions along with their techno-commercial bid failing which their tender may not be considered.***
- 3.00 **Signing of Integrity Pact**
Bidders will sign the Integrity Pact (uploaded separately) which is an integral part of Tender Documents and upload it with their Unpriced Techno-Commercial Bids. The Bidder failing to upload the Integrity Pact will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website www.nationalfertilizers.com
- The Name and e-mail addresses of IEMs are as under:-
- a) Shri Ramchander Bagdalkar, Email ID: rnbagdalkar@gmail.com;
b) Cmde Rakesh Anand IN (Retd.), Email ID: ansem_2000@yahoo.com;
- Tenderers must ensure that duly signed copy of Integrity Pact has been uploaded along with tender documents.**
- 4.00 Tenderers shall quote the price strictly on '**F.O.R. Destination (i.e. NFL, Naya Nangal) basis**'.

- 5.00 **Firmness of Prices:**
Quoted rates shall remain firm during the validity period of Purchase Order except for variation in statutory levies. The increase in statutory levies, if any, shall be borne by NFL provided the supplies are made as per schedule. However in case of decrease in statutory levies, if any, the payment shall be made on actual basis.
- 6.00 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.
- 7.00 Tenderers must mention their GST Identification Number and PAN allotted by statutory authorities in the Technical Bid positively.
- 8.00 Wherever the bidder is silent about the acceptance of NIT conditions such as Bank Guarantee, Guarantee period, Liquidated Damages etc., it shall be presumed that the bidder has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
- 9.00 No enhancement of rates will be allowed once the quotation is submitted /accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.
- 10.00 No escalation will be allowed due to any increase in duties/levies in case of extension sought by the parties beyond stipulated delivery period.
- 11.00 **Compensation for submission of Tenders:**
The tenderer shall not be entitled to claim any cost, charges, or incidentals for/ or in connection with the preparation of and submission of their tenders, though NFL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.
- 12.00 **Change in Tender Schedule:**
NFL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the tenderers well in time by email/fax/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the vendor to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. NFL shall not be responsible if a vendor is not able to participate in any activity related to this tender due to change in tender schedule.
- 13.00 **Acceptance/Rejection of Bids:**
Notwithstanding anything to the contrary contained herein, NFL reserves the right to accept or reject, at its sole discretion, any Bid/all bids in whole or in part and/or accept other than the lowest bid without assigning any reasons thereof and to annul the bidding process at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for NFL's rejection.
- No correspondence will be entertained with regard to acceptance or rejection of an offer. NFL is also not bound to disclose the reasons for rejection of the offer to the tenderers.
- 14.00 **Jurisdiction**
All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in a court situated at Nangal Court in Ropar District of Punjab.
- 15.00 **MSMED Declaration:**
In case you are registered as MICRO, SMALL Enterprise (MSEs) under 'The Micro, Small & Medium Enterprises Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category of registration in your Offer and also enclose a copy of the valid certificate issued by the concerned

authorities as specified by the Ministry of MSME. The Micro & Small Enterprises (MSEs) shall be entitled for the benefits under the Public Procurement Policy for Micro & Small Enterprises subject to the terms and conditions indicated in Annexure-VI. It shall also be confirmed by the Bidders if the MSEs owned by SC/ST Entrepreneurs and in that case submit a copy of documentary proof issued by concerned authorities.

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

16.00 **Validity of Tenders:**

The tenders must be valid for acceptance for 120 (One Hundred and Twenty) days from tender opening date.

17.00 **Clarification:**

For any clarification on this Invitation of Bid, please contact Shri Ranjit Singh, Manager (Materials) on Phone No. 09417730932 or Shri Vijay Kumar, Asst. Manager (Materials) on Phone No. 06361371031.

18.00 **Earnest Money Deposit:**

18.01 Tenderers must submit Earnest Money Deposit **Rs. 1,00,000/-** (Rupees **One Lakh only**). The EMD will be submitted by way of:-

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

- | | | |
|----|-------------------|---|
| a. | NFL's Account No. | 011070992603 (Cash credit A/c) |
| b. | Name of Bank: | State Bank of India, Naya Nangal |
| c. | Branch Name: | NFL Naya Nangal |
| d. | MICR: | 140002304 |
| e. | IFS Code: | SBIN0000689 |

Note: *Tenderers shall intimate Name and Complete Address of the Depositor i.e. Name of the Company/Firm, Deposited Amount, Nature of Deposit and NIT Number immediately after remittance to our F&A Dept. through Email (Email ID: sunitak@nfl.co.in) with cc to vijay.kumar22@nfl.co.in for proper accounting of deposited amount*

or

(a) Bank Guarantee from any Nationalized/Scheduled Bank (except Gramin (Rural)/Co-Operative Banks) as per NFL's prescribed format (see Annexure-VIII). The BG should be valid for a period of 4 Months from Tender Opening Date and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module). **The Vender/ Contractor 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, K1, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code ICIC0000031, as per following details:**

- i. IFN 760 COV for issuance of bank guarantee.
- ii. IFN 767 COV for amendment of bank guarantee.
- iii. Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.
- iv. Issuing bank shall be mention NFL beneficiary code as "NFLNATIONAL04022015" field 7037 of IFN 760 COV/IFN 767 COV.

ii) **Cheques shall not be accepted in any case**

- 18.02 Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by Bank Guarantee, it shall be ensured by the vendor that the original Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of Bank Guarantee given online by the Vendors.
- 18.03 Earnest money shall be forfeited at the sole discretion of NFL in case tenderer after intimation from NFL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.
- 18.04 Earnest Money of the successful tenderers shall be returned on submission of security deposit.
- 18.05 Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible.
- 18.06 No interest will be paid on the Earnest Money Deposit.
- 19.00 **Security Deposit-cum-Performance Guarantee:**
- 19.01 **The successful tenderer, for the faithful performance of the Contract, will furnish Security Deposit-cum-Performance Guarantee equivalent to 10% of Order Value within 15 days of issue of Purchase Order.** Security Deposit will be submitted in the form of:-
- a. E-Transfer in NFL's Bank A/c No. mentioned in Clause 18.01 (i) above
OR
- b. By way of a Bank Guarantee from any of the Scheduled Bank excluding Gramin/ Co-Operative Bank as per NFL's prescribed format (see Annexure-IX). The Bank Guarantee should be valid for a period covering the Delivery Period plus Guarantee Period plus a claim period of 3 months.
- (b) *The Bank Guarantee shall be submitted by the Issuing Bank directly to National Fertilizers Limited, Naya Nangal in a sealed cover through Registered A/D Post and not through any Courier Service or through Supplier. Supplier shall also arrange for the online confirmation of Bank Guarantee (including all its amendments) by his Issuing Bank directly to our Bankers: The Vender/ Contractor 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, K1, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code ICIC0000031, as per following details:***
- i) IFN 760 COV for issuance of bank guarantee.
ii) IFN 767 COV for amendment of bank guarantee.
iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.
iv) Issuing bank shall be mention NFL beneficiary code as “ NFLNATIONAL04022015” field 7037 of IFN 760 COV/IFN 767 COV.
- c. Cheques will not be accepted in any case
- 19.02 The Security Deposit-cum-Performance Guarantee 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. NFL, at its

sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.

- 19.03 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 draw from the Bank Guarantee/Security Deposit-cum-Performance Guarantee either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee/ Security Deposit-cum-Performance Guarantee to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.
- 19.04 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.
- 19.05 In the event of the forfeiture of whole or part of the security cum performance deposit, the tenderer will deposit further sum/sums, so as to maintain the full security deposit amount as per Para 19.01 above.
- 19.06 The Security Deposit-cum-Performance Guarantee 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 security cum performance deposit or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.
- 19.07 **The security deposit-cum-Performance Guarantee will not bear any interest.**
- 20.00 **Price Submission:**
- 20.01 Prices shall be quoted on **FOR – NFL, Naya Nangal basis**
- 20.02 **Packing and Forwarding Charges**
The quoted rates shall be inclusive of P&F charges.
- 20.03 **Goods & Services Tax (GST):**
- a. Bidders shall mention the applicable rates of GST in their bid for the quoted items indicating clearly the HSN Codes and the applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). The GST shall be paid by NFL against GST Invoice. The quoted rates shall be inclusive of GST charges.
- b. Bidder/Supplier shall have 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 the GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relations to payment of GST.
- c. Tenderers shall note that the prime responsibility for assessment in respect of GST rests with the Contractor/Supplier. Therefore, liability of NFL is restricted to the extent of GST only i.e. excluding interest or penalty, if any. It must therefore be ensured by the Contractor himself that the GST is deposited with appropriate authority in time and the manner as prescribed by the Law.
- d. **Deduction of TDS on GST:**
As per GST Act 2017, TDS is to be deducted from the payments made to the Supplier. Supplier shall be required to accept the same on the GST Portal within 3 days from due date of filing of TDS return (GSTR7) by NFL to enable us to issue the TDS Certificate to the Contractor in time. If the Supplier fails to accept the same in the GST Portal, Penalty, if any, imposed by GST Authority, will be recovered from the Contractor:

e. **GST of NFL, Naya Nangal Unit**

Taxpayer's Trade Name: **National Fertilizers Limited, Naya Nangal ,Punjab**
Taxpayer's Legal Name: **National Fertilizers Limited**
GST No.: **03AAACN0189N2ZD**
PAN: **AAACN0189N**

20.04 Any variation in Statutory Levies/Taxes within the contractual delivery period shall be to NFL's account & beyond contractual delivery period, upward variation shall be to Supplier's account.

21.00 **Payment Terms:**

No Advance Payment shall be made.

Payment schedule:-

- I. 80% payment on receipt of equipment at site.
- II. Balance 20% against successfully commissioning of the equipment.

22.00 **Delivery Period**

Tenderers shall quote the shortest possible delivery period for supply of material from the date of LOI/ Purchase Order.

23.00 **Penalty for Late Delivery of Material and commissioning:**

It shall be obligatory on the part of Suppliers to adhere strictly to the deliveries quoted and accepted by us in our Order. In case of delay in supplies and commissioning, unless extension of delivery has been granted, in writing, by NFL on application by the supplier, NFL may, at its option either:-

i. **LD on supply of material:**

- i. Recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or
- ii. purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or
- iii. Cancel the contract without prejudice to our rights under (i) & (ii) above.

- ***Limit of maximum LD against all scenarios shall not exceed 5% of the order value. Also, GST as applicable on the LD Charges/Penalty shall also be recoverable in addition to LD Charges/Penalty applicable on delayed supplies.***

24.00 **Destination for booking of material:**

- a. By Road : Door Delivery at NFL Naya Nangal Plant, Punjab.
- b. Consignee : Manager – Materials
National Fertilizers Limited, P.O: NFL-NAYA NANGAL- 140126
Punjab
Phone: **09417730932**

26.00 **Inspection of material**

Final inspection of the material will be carried out at our Site.

27.00 **Acceptance/Rejection of material**

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.

- 28.00 The prospective tenderers having any common partners/Directors/Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible for participating in the tender.

Tenderers have to submit a declaration along with the Technical Bid declaring:-

- (a) That no other Firm/Sister Concern/Associate belonging to the same group is participating/submitted offer against this tender.
- (b) That the bidders, their associates, sister concerns etc. have not been blacklisted by any Institutional Agency/Government Department/Public Sector Undertakings in the last two years.

In case of concealment of any fact, if detected later on, such tenderer will be debarred from all future dealings with NFL.

- 29.00 One person will be allowed to represent only one company during discussions/negotiations with NFL. If same person is representing different companies with authorisation letter from more than one company, such person will be allowed to represent only the first company called for negotiations.

- 30.00 It shall be certified by the tenderer that:-

- i) None of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately).
- ii) None of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).
- iii) None of blood relation of the owners/directors is participating in this tender in the name of other firm.

- 31.00 In case any tenderer or contractor have a relation/s or in case of a firm or Company of contractor's one or more of its shareholders or relations of shareholders employed in the N.F.L., the tenderer must disclose the names of such relation/s while submitting his offer, failing which, N.F.L. may at its sole discretion reject the tender or rescind the contract.

- 32.00 **Clear understanding:**

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

- 33.00 **Debarment of Tenderers for making baseless complaints**

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

- 34.00 **Award of Contract:**

Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be

final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.

35.00 **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 subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which NFL may sustain in consequent to or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.

36.00 **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.

37.00 **Force Majeure:**

Neither party shall 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 commutation, fire, riot, earthquake, draught, floods, crop failure, strike, major break down of the plant or Acts 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-documentary evidence supporting the working of force majeure clause.

On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which force majeure to be effected.

38.00 The tenderer shall comply with all statutory requirements and laws in performing the contract. The responsibility for action/safety of his employees while performing the contract by the tenderer shall be solely his.

39.00 The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.

40.00 The Contractor shall be solely responsible for the compliance of various Labour laws as applicable in the State of Madhya Pradesh as amended from time to time such as The Minimum Wages Act, 1948, The Employee's Provident Fund & Miscellaneous Provisions Act, 1952, the Factories Act 1948, Workmen's Compensation Act etc., and any other Act formed by State/Central Government from time to time and relevant to the Contract for the manpower deployed by him at NFL Site.

41.00 The supplier shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract.

If the NFL is called upon to make any payments as aforesaid due to any act or omission or Failure of the seller, NFL shall be entitled to recover the said amount from any security or other guarantee available with the NFL under the contract.

42.00 **Disputes**

In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof.

43.00 **Arbitration**

- The contract shall be governed by and construed in accordance with the laws of India.
- Execution of Purchase Order shall be continued by the Supplier during the Arbitration proceedings unless otherwise directed in writing by NFL

1.01 **For Indian Bidders:**

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 through 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 *Designated Authority*:

Where the claim including determination of interest, if any, being claimed up to 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 arbitrator 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 Arbitrator(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 reenactment 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 dispute/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 award of the contract.

The seat and venue of arbitration shall be NFL Naya Nangal.

The cost of the proceeding 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.

1.02 **For Foreign Bidders:**

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 Rule 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 English.

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

1.03 For CPSEs and Government Department:

All commercial disputes between CPSEs inter se and CPSE(s) and Govt. department(s)/Organization(s) shall be settled through Administrative Mechanism for resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. Following clauses in all commercial contracts between CPSEs inter se and CPSEs and Government Department/Organizations shall be included as under:

"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 Department/Organizations (other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018."

44.00 Patents

In the event of order, the Tenderer shall agree to indemnify the NFL or/and hold it/them harmless from against all claims, liability, loss, damage or expense including counsel fees arising from or by reasons of an action or claimed trade mark patent or copyright infringement or any litigation based hereon with respect of any part of the quoted items and such obligation shall survive acceptance of and payment for the items.

45.00 Indemnity

In the event of order, the Tenderer shall indemnify and save harmless NFL and or customer from all claims, losses, demands, causes of action or studies arising out of the services, labour, equipment and material supplied.

46.00 Seller Registration on Government e-Marketplace (GeM)

Bidders are hereby informed that it is mandatory for the sellers to be registered on GeM (Government e-Market) and obtain a unique GeM Seller ID to participate in said tender. Your prior registration on GeM is essential before participating in this tender.

47.00 Model Clause regarding Restrictions on Public Procurement from certain countries
With reference to **OM No. 6/18/2019-PPD Dated 23.07.2020 amending Rule 144(xi) in the GFRs, 2017; Order (Public Procurement No. 1) Dt. 23.07.2020 Restricting bidders from certain countries under Rule 144 (xi) of GFRs, 2017; Order (Public Procurement No. 2) Dt. 23.07.2020 providing Exclusion from the restriction; and; Order (Public Procurement No. 3) Dt. 24.07.2020 providing Clarification to Order (Public Procurement No. 1);** any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annex I of Order (Public Procurement No. 1) dated 23.07.2020.

The definition regarding "Bidder"; "Bidder from a country which shares a land border with India"; "Beneficial Owner" etc. shall be as per the Definitions clauses at sl no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020.

Bidders are required to go through them thoroughly and strictly adhere to the provisions contained in the OM & Orders and submit the duly filled, stamped and signed form enclosed at **Annexure: Model Clause Certificate: Public Procurement** detailed therein along with the bid documents.



National Fertilizers Limited
(A Government of India Undertaking)
Naya Nangal – 140126, Punjab, India
(An ISO 9001, 14001 & OHSAS 18001 Unit)
CIN No. L74899DL1974GOI007417

Annexure-II

NFN/PN/SPX/2022/197
Item Description and Special Note

S.No.	NFL Item Code	Item Description	UM	Quantity Required
1	7621001	SUPPLY AND COMMISSIONING OF VERTICAL TURBINE COOLING WATER PUMP ALONG WITH MOTOR, BASE PLATE/ FRAME AND ALL OTHER ASSESORES FOR COOLING WATER PUMP SPECIFICATION AS PER ANNEXURE-IV ATTACHED. TECHNICAL SPECIFICATION OF MOTOR AS PER ANNEXURE-V & VI , MOTOR MAKE SHALL BE AS PER ANNEXURE-V-B (As per our PQ list for HT Motor) BASE PLATE & FRAME i.e. COMPATIBLE WITH EXISTING ARRANGMENT (DRAWINGS FOR REFERENCE, DWG NO-:NG-4585 & NG-433)	NO.	2

Special Note/ Scope of Supply :-

- **Make of Motor** shall be as per list attached as Annexure-V-B (i.e. PQ parties for HT Motors).
- You shall provide **Product Catalogue** along with the quotation.
- Pumps are to be commissioned in the supervision of the party. The supervision during commissioning shall be free of cost i.e. no separate charge shall be paid.
- Pump casing, impeller, wearing ring and shaft & shaft sleeve shall be manufactured under TPI of M/s LRA/BVIS/TUV. The scope of TPI shall include:
 - o Witnessing of Chemical Composition of Raw Material & review of certificates for Physical Properties as per relevant ASTM Standard.
 - o The entire performance test shall be carried out in presence of TPI & you shall provide certificate for the same.
- You shall ensure that the pumps can be installed at our existing foundation without any modification. (DRAWING NO-NG-4585 & NG-433).
- You shall submit characteristic curve for flow rate, Head, Efficiency and BHP, from Zero flow to maximum and general assembly drawing with supply of material.
- You shall provide pump as per Annexure-IV & motor as per Annexure-V & Annexure-VI.

- You shall ensure the performance of pump for one year remains unchanged.
- Maximum power load of equipment should be 555 KW.
- You shall ensure that you would provide spares for 10 years.
- **You shall submit the Bank Guarantee against payment to establish the Performance of Pump for One Year after successfully commissioning. You have to establish Performance of pump at our existing parameter as mention in Annexure-IV.**
- You shall have to furnish a Guarantee / Warranty Certificate for your products against defective material / bad workmanship for a period of 12 months from the date of commissioning. In case the material fails during the above Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents”.

Technical Requirement of Pump

S.NO	Parameter	Description
Parameters Required		
1	Type	Vertical turbine
2	Head	45.5 Mtr
3	Capacity	3750 m ³ /hr
4	Operating Fluid	Cooling Water
5	Sump Depth	3.6 Mtr
6	Min. water level of sump	2.8 Mtr
7	Max. water level of sump	3.2 Mtr
8	Operating Fluid	Cooling Water
9	Operating Fluid (Temp)	25°-35°C
10	MOC Of Impeller	SS-304 or better
11	MOC Of Shaft	SS 416 or better
12	MOC of casing	Cl or better

Existing Parameter		
1	Existing Head	3.5 Kg/cm ²
2	Existing Flow	3500 m ³ /Hrs

Note:-

- 1) Party shall provide product catalogue along with the quotation.
- 2) Pumps are to be commissioned in the supervision of the party. The supervision during commissioning shall be free of cost i.e., no separate charge shall be paid.
- 3) Standard Guarantee Clause shall be applicable.
- 4) Pump casing, impeller, wearing ring and shaft & shaft sleeve shall be manufactured under TPI of M/s LRA/BVIS/TUV. The scope of Third-party Inspection agency shall include:
 - Witnessing of chemical composition of raw material & review of certificates for physical properties as per relevant ASTM Standard.
 - The entire performance test shall be carried out in presence of TPI & you shall provide certificate for the same.
- 5) Party shall ensure that the pumps can be installed at our existing foundation without any modification. (DRAWING NO-NG-4585 & NG-433).
- 6) You shall submit characteristic curve for flow rate, Head, Efficiency and BHP, from Zero flow to maximum and General Assembly drawing with supply of material.
- 7) Parties shall ensure the performance of pump for one year remains unchanged.
- 8) Maximum power load of equipment should be 555 KW at our existing parameter as mention above.
- 9) Party shall submit the Bank guarantee against payment to establish the performance of pump for one year. Party has to establish Performance of pump at our existing parameter as mention above.

Annexure- V

Technical Requirement of Induction Motor

SNO.	Technical Requirement	Confirmation from vendor
1.	Scope: Design, manufacture, testing at works and delivery in well-packed condition of Induction motors.	
2.	Motors shall be energy efficient type and high power factor type as per IS 12615.	
3.	STANDARDS	
a)	IS-325 amended up to date or equivalent IEC standards.	
b)	Wherever any requirement laid down in this standard differs from that in Indian Standard Specifications, the requirement specified herein shall prevail.	
4.	Enclosure:	
a)	Motors for outdoor service shall be provided with special seals for the enclosure, joints, bearing housing, terminal boxes etc. so that no extra protective covering for ingress of Water shall be required.	
b)	Vertical motors for outdoor installation shall be provided with a rain protective hood to Prevent falling objects from entering the fan space.	
c)	All HT motors shall have removable canopies. MOC of canopy shall be of Aluminum of suitable thickness with enough ventilation space.	
d)	All external hardware less than 8mm shall be SS and more than 8mm shall be zinc passivated or Cadmium plated.	
e)	The enclosure shall be provided with threaded metallic plug to permit drainage of condensed water from the inside.	
5.	Cooling	
a)	Motor shall be CACA /CACW construction. In case CACA is adopted, the same shall conform to IC-0161 as per IS: 6362. For CACA motor - material shall be Aluminium tubes having minimum thickness of 1.6 mm. In case of CACW construction is adopted the same shall conform to ICW 37A 91 as per IS: 6362. - For CACW motor – material shall be Low carbon alloy steel. The cooling tubes and flanges shall also be suitable for the cooling water analysis as indicated in the specification sheet. Trays shall be provided for collection of leaking water with arrangement for its drainage.	
b)	The cooling fans shall be suitable for bidirectional rotation of motors. These shall be fastened to the motor shaft by means of compensating rings or will be balanced Independent of the motor. Guide key or reference points shall be supplied to prevent Wrong assembly. The cooling air shall be sucked from the non-driving end.	
c)	The cooling fans shall be made of non-sparking materials such as cast Aluminum (LM-6 alloy) etc.	
6.	Direction of Rotation	
	Motors shall be suitable for both directions of rotation.	
7.	Stator	
a)	The stator laminations shall be made from suitable magnetic sheet iron varnished on Both sides. Where ventilation is required, these shall be arranged in suitable packs, Each pack being separated by spacers to form ventilating ducts for circulation of air.	
b)	The slot shall be open type with coils so arranged that the coils can be easily removed for inspection and repair.	

8.	Rotor	
a)	The rotor shall be of squirrel cage construction,	
b)	The rotor bars and the end rings shall be of copper or Copper alloy. The bars shall be firmly placed in slots to prevent vibration during startup / locked rotor condition. Conductor ends shall be securely fixed to the end rings using The latest brazing techniques. Retaining rings shall be provided for high speed Machines for the end rings. The rotor cage shall be designed for the required starting And duty cycles.	
c)	The rotor shall be dynamically balanced and shall rotate perfectly with no preferential Stop points. The rotor shall be constructed such as to allow the removal or addition of Material for balancing.	
d)	The rotor shaft shall be electrically and magnetically so balanced that the induced shaft voltage does not exceed 200 millivolt. Otherwise the bearing housing at non-driving end shall be insulated for 2 KV.	
9.	Windings and Insulation	
a)	The motor coils shall be made out of insulated electrolytic grade copper conductor. Successive coils shall be connected by accessible joints, well brazed and finished smooth to prevent damage to insulation.	
b)	The motors shall be insulated assuming the power system neutral as isolated.	
c)	All motors shall be insulated with Class F insulated with temperature rise limited to that of Class B -10 °C.	
d)	The winding coils shall be dried, properly vacuum impregnated with suitable varnishes to withstand the site conditions and properly baked. At least two additional impregnations and baking shall be applied to the assembled stator coil, making a total of three impregnations and baking. Finally the windings shall be painted with special anti-acid and anti-alkali paints to withstand the site conditions.	
e)	The windings shall be well brazed and capable of withstanding thermally and mechanically the transient disturbances	
10.	Bearings	
a)	All motors shall be provided with bearings suitable for the application. The bearings must be guaranteed to ensure a smooth operation and a life not shorter than 30,000 hrs.	
b)	Where external thrusts are specified, the motors shall be fitted with special roller thrust bearings capable of withstanding the specified thrust. In such cases, the guaranteed life of the bearings shall not be less than 20,000 hours.	
c)	The bearing housing shall be effectively sealed against ingress of dust and water and creep age of lubricants along the shaft.	
d)	The bearing shall be suitable for both directions of rotation of the motor.	
e)	All motors having frame size 160 and above shall be provided with on-line grease lubrication arrangement. The arrangement shall be complete with grease nipple and drain plug located at convenient locations.	
f)	The manufacturer shall specify the type of lubricant and the time interval of lubrication for the bearings of each motor.	
g)	The bearing temperature shall not exceed 65°C for grease lubricated bearings and 50°C for oil lubricated bearings.	
h)	Greasing path shall be such that grease do not enter the winding. Grease inlet and out shall be fitted with replaceable dust protection covers.	
11.	Terminal Box	
a)	All the terminal boxes shall have minimum IP 55 degree of protection	

	as that of the motor.	
b)	Design of terminal boxes shall be such that it may be possible to arrange bottom entry of cables at site.	
c)	The power terminal boxes shall be as Phase segregated type capable of withstanding the system fault level for 0.2 Sec. or more.	
d)	All the six leads of the motors shall be taken out, three on one Side and three on the other side to separate terminal boxes. However, neutral shorting link shall be provided on the neutral box for star connection.	
e)	The power terminal boxes shall have adequate clearances in between the terminals and also between the terminals and cable gland for proper termination of cables. Where more than one cable is required to be terminated in parallel, the spacing in the box shall be adequate for easy termination.	
f)	Separate terminal boxes shall be provided for connection of power, control and space heater cables.	
12.	Starting	
a)	The motors shall be capable of being started direct-on-line.	
b)	The starting torque of each motor shall be higher than the initial resisting torque of the driven load throughout the starting period even at a feeding voltage of 80% of the rated voltage for normal purpose motor	
c)	The starting current i.e. breakaway current of motor shall not exceed 6 times of rated current.	
d)	The motors shall be suitable for the following starting cycle: a) With the motor at ambient temperature - 2 successive starts and 3rd start after 5 minutes. b) With the motor at steady state load temperature - 1 immediate start and 2nd start after 5 minutes. This sequence shall be repeated in the next hour.	
13.	Locked Rotor Condition	
	The locked rotor withstand time (t_E), under hot condition at 110% of rated voltage shall be more than the starting time of the motor coupled to the load even at the lowest stipulated starting voltage by 2 secs. For motors, having starting time up to 10 secs. and By 5 secs. for motors, having starting time more than 10 secs	
14.	Running	
a)	All motors shall be continuous (S1 duty) as per IS: 325.	
b)	The motors shall be capable of delivering the rated output without exceeding the specified temperature rise under the system voltage and frequency variation conditions as specified in the attached annexure.	
c)	The motors shall be suitable for running at the rated load for 5 minutes duration at 80% voltage and for 1 Sec. duration at 70% voltage, without exceeding the specified temperature rise	
15.	VIBRATIONS	
	The motor vibrations measured at the bearings must not exceed the limits specified in IS: 12075,	
16.	NOISE LEVEL	
	The motor noise level shall not exceed the limits as specified in IS: 12065 at a distance of 1 meter from the motor.	
17.	PAINTING	
a)	Enclosures of the motor and its accessories shall be painted with two coats of anti-rust paint and two coats of anti-corrosive paint after	

	suitable pre-treatment.	
b)	The finishing shade shall be light grey having shade No.631 as per IS: 5 or RAL7035 Siemens Gray.	
18.	TESTS AND INSPECTION	
a)	All motors shall be routine tested as per relevant standards.	
b)	Heat Run test shall be carried out on each motor.	
c)	All the above mentioned tests shall be carried out in the presence of purchaser's representative. In addition, the motor shall be subject to stage inspection at works and inspection at site for final acceptance.	
19.	Party shall confirm that following drawing and characteristics curve shall be provided for approval after PO:	
a)	Dimensional drawing	
b)	Characteristics curves: 1) Torque speed Curve 2) Thermal withstand curve 3) Load Characteristics curve 4) Current v/s time and Current v/s speed Curve	
20.	DEVIATIONS	
	Deviations, if any, from this standard shall be clearly indicated in the offer with reasoning.	

Annexure –V-B

Pre-qualified parties for HT Motors

S. No.	Party Name
1	TMEIC Industrial System India Pvt. Ltd.
2	Bharat Bijlee Ltd.
3	BHEL
4	Siemens Ltd.
5	ABB Ltd.
6	Crompton Greaves Ltd.
7	GE India Industrial Pvt. Ltd.
8	Kirloskar Electric Company
9	Jyoti Ltd.
10	Jeumont Electric (India) Pvt. Ltd.

Annexure- VI**Technical Data Sheet**

S. No.	Motor specifications	Following are the required specifications for the motor:	To be filled by the bidder
1	Motor Type	Three Phase Squirrel Cage Induction Motor	
2	Make	Supplier to Specify as per enclosed vendor list	
3	Reference Standards	Vendor to Specify IS/IEC	
4	Test:		
a	Routine Test	Each motor shall be routine tested as per IS:325 amended up to date.	
b	Type Test	Temperature rise test on each of the motor.	
5	Design Parameters:		
a	Ambient Temp.	45 deg C	
b	Relative humididty	100%	
c	Dust	Coal, Ash, Urea	
d	Vapour	Ammonia	
6	Rated Voltage	3300 V \pm 10%	
7	No of phases	3	
8	Rated Frequency	50 Hz \pm 5%	
9	Combined Variation in V & f	\pm 10%	
10	Fault level	150 MVA	
11	Rated output power	10% higher than pump rated absorbed Power & more than maximum absorbed Power	
12	No. of Poles	As per pump design requirement	
13	RPM	As per pump design requirement	
14	Frame Size	vendor to specify	
15	Enclosure Type	CACW/CACA	
16	Degree of Protection	IP55	
17	Mounting	V1 (Vertical)	
18	Location	outdoor	
19	Driven Equipment Type	Pump	

20	Duty	S1 - Continuous	
21	Method of Starting	DOL	
22	Direction of Rotation (DOR)	Bi-directional	
23	Motor winding Connection	Y	
24	Area of Classification	Safe Area	
25	Insulation Class	Class F	
26	Temp rise limited to class	120°C including ambient temp	
27	No Load Current	Vendor to Specify	
28	Power Factor -Starting / FL	Vendor to Specify	
29	Starting Current	Not more than 600% of rated current	
30	Rated / Full Load Current	Vendor to Specify	
31	Starting / Rated / Pull Out Torque at full voltage and 80%of rated voltage	Vendor to Specify	
32	Starting Time at 80% / 100% of rated Voltage	Vendor to Specify	
33	Efficiency @ 100% / 75% /50 % of rated Load	Vendor to Specify	
34	Power Factor @ 100% / 75% /50 % of rated Load	Vendor to Specify	
35	Locked Rotor Withstand time COLD/HOT @ 100% Voltage	Vendor to Specify	
36	Thermal Time Constant (Cooling / Heating)	Vendor to Specify	
37	Motor GD2 in KGM2	Vendor to Specify	
38	No. of Starts (Hot / Cold)	2/3	
39	Permissible Unbalance in Supply Voltage	Vendor to Specify	
43	Bearing type & No. DE/NDE	Vendor to Specify	
44	Lubricant Specification	Vendor to Specify	
45	Interval of Lubrication	Vendor to Specify	
46	On line greasing provision	required	
47	Noise Limit	Vendor to Specify As per IS 12065	
48	Vibration Limit	Vendor to Specify As per IS 12075	
49	Main(Power) / Neutral	Phase segregated type , suitable for	

	terminal box	3Cx240 sq. mm Al PVC Cable	
50	Space heaters rating	Vendor to Specify	
51	Space Heater Terminal Box	Suitable for Cable entry of 3Cx2.5 sq.mm	
52	RTD terminal Box	Suitable for 9 Nos. for Winding temp and 3 Nos. for Bearings temp	
53	Cooling Fan	Bi-directional	
54	Material of Cooling Fan	Non-sparking material	

EVALUATION AND COMPARISON OF BIDS & PRICE REDUCTION CLAUSE

1) EVALUATION AND COMPARISON OF BIDS

- **Operating Cost:** Loading shall be done to take care of the performance and productivity of the process and equipment offered. In case the consumption of the utilities are different for different bidders, extra operating cost over the minimum quoted shall be calculated as given below:

Extra Operating Cost = Difference in Power Consumption x unit cost of utility x 7920 x 0.95 x 6.16 x N x n

Where: 7920 = operating Hours / year

0.95 = Availability Factor

6.16 =The discount factor at an interest rate of PLR (presently 14.15% p.a) on Yearly basis for the period of 15 years.

N=Number of years (15 years).

N= Number of Pumps (2 no)

The unit cost of utilities will be follows:

The Unit cost of utilities for loading shall be as follows:

Utilities	Cost
Unit cost of Power	* 13680.50 per MWH

2) DAMAGES/ PRICE REDUCTION CLAUSE

- 2.1) If for reasons not attributable to the Owner or due to conditions constituting Force Majeure as defined in this Contract, the Work is not completed in accordance with the provisions hereof, within and in accordance with the Time Schedule / time for Completion as indicated in the terms and conditions of the contract, it is agreed that the Owner shall be entitled to recover and / or the Contractor shall pay to the Owner, without prejudice to any other right are remedy available to the Owner, the following amount as mutually agreed compensation;
- 2.1.1) A sum equivalent to 0.5% of the total Contract value for every complete week or part thereof, for delay in completion time for PO as defined in technical ITB subject to a maximum 5% of total PO value.
- 2.1.2) GST will be applicable on the liquidity damages/ penalty recovered by M/s. NFL.

23.2.3 CONSUMPTION OF POWER

In the event that the consumption figures exceed the figures guaranteed by the Contractor, it is agreed that the Owner shall be entitled to recover and /or the Contractor shall pay to the Owner, without prejudice to any other right or remedy available to the owner, the following amount as mutually agreed compensation.

For every 1% increase of power consumption over guaranteed figure, damages @ 0.1% of the total contract value shall be payable by the vendor subject to maximum of **0.5% of total contract value**. If the power consumption is more than 5% of the guaranteed figure, the vendor shall rectify the defects at no cost to NFL.

Eligibility Criteria

Sr. No.	Eligibility Criteria	Supporting Documents Required
1	<p>a) The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc. and</p> <p>b) Affidavit as per Annexure-XI on No judicial paper in original and Power of Attorney / Authorization,</p>	<p>In case of sole proprietorship, the bidder shall submit affidavit on Non Judicial stamp paper of appropriate value in original, duly attested by notary regarding status / style of the business entity as per Annexure-X.</p> <ul style="list-style-type: none"> • Partnership firm shall submit a copy of Partnership Deed attested by notary • Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association • Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA. • Affidavit in original • The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary /Magistrate in case of Sole Proprietor / Partnership Firm/Company or Authorization (backed by Board Resolution) in case of a Company in favor of a person who has signed the tender documents on behalf of tenderer / Firm / Company
2	<p>The bidder shall be manufacturer or an authorized dealer of the manufacturer</p>	<p>Self-certification on letter head is to submitted by the bidder, whether manufacturer or the authorized dealer.</p> <p>If the bidder is an authorized dealer of any manufacturer, authorization certificate from the manufacturer is to be submitted.</p>

3	<p>The bidder should have successfully executed Purchase orders for “Similar Works” with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued. Definition of “SIMILAR ITEM”</p> <p>Similar item means:</p> <p>Manufacture & supply of Motor Driven Cooling water/Raw water pump for mentioned minimum parameter</p> <p>i) Minimum Discharge Pressure: 3.0 kg/cm². ii) Minimum Rated discharge flow: 2500 m³/hr (min).</p>	<p>The bidder shall submit a copy of Purchase + Completion Certificate/ performance certificate from the concerned organization (End User) for at least one of the following</p> <p>a) Three similar completed supply each costing not less than Rs. 32 Lacs including taxes OR</p> <p>b) Two similar completed supply each costing not less than Rs. 40 Lacs including taxes. OR</p> <p>c) One similar completed supply costing not less than Rs. 64 Lacs including taxes.</p> <p>Copies of purchase order in support of the above with full technical scope of work & commercial details including purchase order value along with the completion certificate from the concern organization indicating the executed value and date of completion.</p> <p>In case party is not able to submit performance certificate from End User, then party shall submit Name & address of the User plant and Name, phone no. & email ID’s of all the concerned persons of User Plant. In that case, decision of NFL will be final.</p>
4	<p>a) Average financial turnover of the bidder should be at least Rs.48 lakh during last 3 financial years ending 31.03.2022.</p> <p>b) Net worth of the bidder should be positive in the financial year ending 31.03.2022.</p>	<p>Bidder shall submit:</p> <p>a) Audited Balance Sheet and Profit & Loss account statements for the last three financial years i.e. FY 2019-20, 2020-21 and 2021-22. In case, audited Balance Sheets/ Profit & Loss account Statement not available, turnover certificate duly certified by Chartered Accountant with UDIN.</p> <p>b) Net worth certificates duly verified by Chartered Accountant with UDIN</p>



Annexure-III

NFN/PN/SPX/2022/197

Part-II: Online Template of Techno-Commercial Bid (Unpriced)

S.No.	Description	NFL Requirement as per NIT	Vendors Comments
1 (i)	Item Detail and scope of supply	Supply and Commissioning of Vertical turbine Pump (02 Nos) along with Motor with higher efficiency Pump assemblies for Urea Cooling water system of NFL, Naya Nangal Unit as per Scope of Supply and other details given in Annexure-II	
(ii)	Commissioning	Pumps are to be commissioned in the supervision of the party. The supervision during commissioning shall be free of cost i.e. no separate charge shall be paid	
(iii)	Supply of Spare Parts	You shall confirm that you will supply spares for 10 years on chargeable basis.	
(iv)	Evaluation and Comparison of bids & price reduction clause	Bidder shall agree to Evaluation and Comparison of bids and Price reduction clause mentioned in Annexure-VI-B and provide the required detail.	
(v)	Pre-Bid Meeting	Pre-Bid meeting will be held as per schedule given on GeM Portal	
2	Required Quantity	2 (Two) NO	
3 (i)	Guarantee/ Warrantee Certificates	You shall have to furnish a Guarantee / Warranty Certificate for your products against defective material / bad workmanship for a period of 12 months from the date of commissioning. In case the material fails during the above Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents”.	
(ii)	Performance of Pump	Bidder shall ensure that performance of pump for one year remains unchanged after commissioning and submit the Bank guarantee against payment to establish the performance of pump for one year after successfully commissioning. You have to establish Performance of pump at our existing parameter as mentioned in Annexure-IV	
4	Eligibility Criteria	Bidder shall agree to Eligibility Criteria for the tender and shall upload necessary documents (duly indexed and numbered) mentioned in it. Offers not meeting the eligibility criteria shall be rejected.	

5	Signing of Integrity Pact	Bidders shall sign the Integrity Pact attached separately and upload the scan copy of the signed Integrity Pact along with their Online Bid. Hard Copy should be sent invariably through post subsequently. Refer Clause 3.00 of Terms and Conditions of NIT in this regard.	
6	Earnest Money Deposit	Tenderers shall furnish Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh Rupees only) as explained in Clause No. 18.00 of Terms and Conditions of NIT. Tenderers shall indicate the details of EMD. (Scanned copy of BG to be uploaded. If remitted through NEFT/RTGS, then Name of Bank, UTR No. etc. must be mentioned)	
7	Security Deposit-cum-Performance Guarantee	Successful Tenderer shall have to submit a sum equivalent to 10% of Basic Order Value towards Security Deposit-cum-Performance Guarantee within 30 days of receipt of Purchase Order in the manner as prescribed in Clause 19.00 of Terms and Conditions of NIT	
8	Liquidated Damages for delay in supply	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 as prescribed in Clause 23.00 of Terms and Conditions of NIT	
9	Offer Validity	Offers should be valid for 120 Days from bid opening date. Vendors confirm their acceptance	
10	Payment Terms	<u>No Advance Payment shall be made.</u> <u>Payment schedule:-</u> I. 80% payment on receipt & acceptance of equipment at our site. II. Balance 20% against successfully commissioning of the equipment at our site.	
11	Price Basis	Prices shall be quoted on FOR – Destination (i.e. NFL, Naya Nangal) basis including all taxes and other cost components (P&F, GST, Freight, TPI & Insurance etc.) .	
12	Packing and Forwarding Charges	It shall be inclusive on quoted rates.	
13	GST	The rate (%) of GST considered in Total Price to be mentioned by Vendor and shall be inclusive on quoted rates as per GeM.	
14	GST Identification/Registration Number	Tenderers shall in variably mention the GST Identification Number allotted to them by statutory authorities	
15	HSN Code and SAC Code	Tenderers shall mention the HSN Codes of the offered material and also SAC Codes (if any)	
16	PAN	Vendors to indicate the PAN Number allotted to their firm/company and upload the scan of the PAN Card	
17	Freight Charges	It shall be inclusive on quoted rates.	
18	Transit Insurance	Transit Insurance shall be arranged by the Seller at his own cost.	

19	Enhancement of Rates after submission of Quotation not allowed	No enhancement of rates will be allowed once the quotation is submitted/accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.	
20	Price Firmness	Vendors to confirm that the quoted prices will remain firm till execution of the PO except variations in statutory duties/taxes	
21	Delivery Period	To be indicated by Bidder.	
22	Packing	Shall be securely packed before dispatch so as to avoid any damage during transit. Please mention Net Weight/Gross Weight/Dimensions and Size of Packages etc. of the item being offered	
23	Mode of Despatch	To be indicated by Bidder	
24	Benefits available to Bidders under MSMED, Public Procurement and Make in India policies (For Indian Bidders)	See Clause No. 15.00 of Terms and Conditions of Notice Inviting Tender and Annexure-VI for complete details. In case no information is given by you, it will be presumed that you are not covered by the MSMED Act and consequently not eligible to the benefits admissible under the Act.	
25	Compensation for submission of Tenders	The tenderer shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though NFL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.	
26	Bidding Documents	The Bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. The Invitation To Bid together with all its attachments thereto shall be considered to be read, understood and accepted by the Bidder, unless deviations are specifically stated in the seriatim by the bidder. Failure to furnish all information required by bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of bid.	
27	NFL's right to accept any Bid and to reject any or all Bids	Notwithstanding anything to the contrary contained herein, NFL reserves the right to accept or reject any Bid/all Bids, in whole or in part and/or accept other than the lowest bid and to annul the bidding process and reject all bids at any time prior to award of Purchase Order, without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for NFL's rejection. No correspondence will be entertained with regard to acceptance or rejection of an offer. N.F.L. is also not bound to disclose the reasons for rejection of the offer to the tenderers.	

28	Clear Understanding	When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.	
29	Debarment of Tenderers	If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/ future tenders up to a period of two (2) years.	
30	Blacklisting/Delisting of Bidders previously	Tenderers must confirm that they have not been delisted / blacklisted by any unit of NFL/any Institutional Agency/Government Department/ Public Sector Undertakings in the last two years	
31	Confirmation on non-participation of Sister Concern/Associate of same group in the Tender	Tenderers shall confirm that no other Firm/Sister Concern/Associate belonging to the same group is participating/submitting offer against this tender	
32	Award of Contract	Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.	
33	Uploading of Other documents	Vendors may upload any other document (if required) and indicate the same	
34	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.	
35	Subletting of Contract Not allowed	Subletting of Contract by the successful tenderer is not allowed. See Clause No. 35.00 of Terms and Conditions of NIT for details.	
36	Compliance to statutory requirements/laws	The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.	
37	Force Majeure Conditions	Shall be as per Clause No. 37.00 of General Terms and Conditions of NIT	

38	Disputes	In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof (Applicable for Indian Bidders) and in accordance with Rules of ICC India (for Overseas Bidders)	
39	Laws governing Purchase Order	The purchase order shall be governed by the Laws of Union of India for the time being in force.	
40	Arbitration	Arbitration Proceedings shall be as per Clause No. 43.00 of Terms and Conditions of NIT. Seat of Arbitration shall be NFL, Naya Nangal site	
41	Jurisdiction	All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in the Courts located at Nangal Court in Ropar District of Punjab.	
42.1	Relationship	It shall be certified by the Tenderers that none of NFL employee is related to Owners/ Directors of their Company/Firm (In case any relative is working in NFL, furnish details separately)	
42.2	*	It shall be certified by the Tenderers that none of NFL's ex-employee is employed in their Company/Firm (In case any ex-employee of NFL is employed, furnish details separately)	
42.3	*	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	
43	Uploading of Unpriced Format	Bidders will upload a copy of Unpriced Format of Price Bid (with Unit Price Blank and details of other columns) with Techno-Commercial Bid	
44	Acceptance of NIT Terms and Conditions and uploading of complete Set of Tender Enquiry	Vendors will confirm their acceptance to the Terms and Conditions of the NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions	
45	Special Notes	Please confirm to accept all terms and condition specified in Annexure-II.	
46	Any Other Comment / Information /Remarks	No Deviation to the Terms & Conditions of NIT is allowed. Offers with any condition/deviation are liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	
47	Seller Registration in GeM	Bidders are hereby informed that it is mandatory for the sellers to be registered on GeM (Government e-Market) and obtain a unique GeM Seller ID to participate in said tender. Your prior registration on GeM is essential before participating in this tender. Kindly provide your GeM Seller ID.	
48	Model Clause of Procurement	Bidder have to submit Annexure for Model Clause (Ref Annexure: Model Clause Certificate: Public Procurement) along with the bid.	

Declaration:

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



Benefits available under:

- (i) Public Procurement (Preference to Make in India), Order 2017
- (ii) Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012/amended w.e.f 1.4.2015 & 9.11.2018
- (iii) Relaxation Norms for Start-ups

I. Public Procurement Policy, March 2012

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 Registration Certificates from any of the following (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
- 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 to the 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% and 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Caste/Scheduled Tribe and Women Entrepreneurs respectively. In the case of an SC/ST or Women owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% and 3% sub-target shall be met by other participating MSEs.

The above shall be subject to that the participating MSEs (including SC/ST owned and Women owned) bidders 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 price.

In case that two or more MSEs are within the 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% and 3% of the above 25% in addition to equally sharing the balance 18% with other non-SC/ST MSEs.

In case of more than one SC/ST and Women owned MSE matching the L1 price, they shall equally share 4% and 3% respectively of the order and additionally share the balance 18% with other non-SC/ST MSE bidders.

- c) Bidders shall confirm that they are registered as MSE (Micro or Small Enterprise) and submit requisite Certificate. In case the Bidder is not registered as an MSE, he will procure at least 25% of value of Contract/PO as Goods/Services from MSEs and a Certificate to this effect will be submitted by him along with Invoice as under:

"This is to certify that we have procured Goods/Service as detailed below from MSEs (Micro, Small Enterprises) for use against NFL Order/Contract No. _____ dated _____"

S.No.	Value of Contract / PO awarded by NFL (in Rs.)	Value of Goods/Services procured from MSEs against this Contract/ PO (in Rs.)	% Procurement from MSEs
1			
2			

Signature _____
 Name _____
 Name of Company/Firm _____"

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

- i. Tenders shall be provided free of cost and tender documents are downloadable from the websites of NFL (<http://www.nationalfertiizers.com>) and the Central Public Procurement (CPP) Portal (<https://www.eprocure.gov.in/epublish/app>) or can be obtained from the Office of Chief Manager (Materials) / DGM (Materials) / General Manager (Materials)
- ii. MSE units qualifying as at (a) above shall be exempt from paying EMD
- iii. Additionally, MSEs registered with NSIC shall be exempt from paying Security Deposit up to the monetary limit mentioned in the certificate.

Important Notes:

- i. ***The above benefits shall be allowed to only manufacturing Micro and small Enterprises and not to Traders/Agents for supply of material/stores. This includes the procurement of items from the list of specifically reserved 358 items for MSME as per policy.***

- ii. ***MSE Bidders shall declare/register the Udyog Aadhar Memorandum (UAM) number on Central Public Procurement Portal (CPPP), failing which they shall not be able to enjoy the benefits available to MSEs as per Public Procurement Policy for MSEs Order 2012 issued by Ministry of MSME. Declaration of UAM Number by the Vendors on CPP Portal is mandatory.***

II. **Public Procurement (Preference to Make in India) Order 2017**

Provisions of Public Procurement (Preference to Make in India) Order 2017 notified vide Order No. P-45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall also be applicable

- i. 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 | - | Shall ordinarily be 50% |
| b) Margin of Purchase Preference | - | Shall be 20% |

- ii. In case of procurement for a value up to Rs. 10.00 Crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made.

In case of procurement for a value in excess of Rs. 10.00 Crore, the local supplier shall be required to provide a Certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practising Cost Accountant or practising Chartered Accountant (in respect of suppliers other than company) giving the percentage of local content

- iii. 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 for violation of this Order should be enclosed along with techno-commercial bid

- III. 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 Make in India (Local Content) vendor will be with 20% purchase preference**

- IV. NFL reserves the right to relax the norms on prior experience and turn over for Start-Ups (recognised by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications

To avail such relaxation policy shall have to submit the relevant certificate issued by concerned authority

- V. In case, a Bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference Linked with Local Content) Policy as well as Purchase Preference Policy 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

- VI. 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

- VII. 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.

BID SECURITY FORM

[Non-Judicial Stamp paper to be drawn in the name of Issuing Bank]

Draft of Bank Guarantee for Bid Security Deposit

In consideration of National Fertilizers Limited (NFL), having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter called as '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 fulfillment 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 _____, the 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 _____, the 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. _____ (Rs _____ only).

3. We _____, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization 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 authorized 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 three 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 _____, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated _____ day of _____ 202

Corporate seal for Bank

BANK GUARANTEE FOR SECURITY DEPOSIT-CUM-PERFORMANCE 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: Self-Certification Form: Make In India (Local Content)

(On Party/Company's Letter Head)

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Naya Nangal -Punjab- 140126

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

Sir,

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

I also certify that the contractor M/s..... has not been debarred by any procuring entity from violation of this order.

The details of the location(s) at which the local value addition made is/are as under:
[Factory Address]

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

For M/s.....
Authorized Signatory
(with company seal & Name)

Annexure: Model Clause Certificate: Public Procurement No 1

(On Party/Company's Letter Head)

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Naya Nangal Punjab-140126

Sub: Model Clause Certificate of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020

Sir,

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

We hereby certify that our firm fulfils all requirements in this regard and is eligible to be considered. ***The evidence of valid registration by the Competent Authority is attached herewith.***

For M/s.....
Authorized Signatory
(with company seal & Name)

Performa for proprietorship Affidavit on the stamp paper of appropriate and notary attested

I, _____ S/o Sh. _____ resident of _____ do hereby solemnly affirm and declare as under:

1. That on _____(date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s _____ is a sole proprietorship firm.

2. That I am the sole proprietor of the firm named as _____ situated at _____(full address of firm with pin code).

3 That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and NFL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

VERIFICATION

Verified that the above contents of my affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place _____

Date: _____

ANNEXURE- XI

(An Affidavit in original on Non-judicial Stamp Paper of appropriate value attested by Notary)

AFFIDAVIT

With reference to NIT No. _____

Dt. _____ of National Fertilizers Ltd., ----- for the work of

_____. I, _____ S/o

Sh. _____ R/o _____ do hereby

solemnly affirm and declare as Proprietor / Partner / Authorized signatory of the firm on behalf of M/s _____ as under :

i) That my / our firm / sister concern/their associates etc. has not been black

listed, debarred, de-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.

ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.

iii) That information furnished by me / us in respect of the above tender is true

and correct and nothing has been concealed. In case any of the information is found to be false and /or incorrect at any stage, NFL shall be at liberty to take the necessary action as deemed fit.

DEPONENT

Dated: _____

VERIFICATION

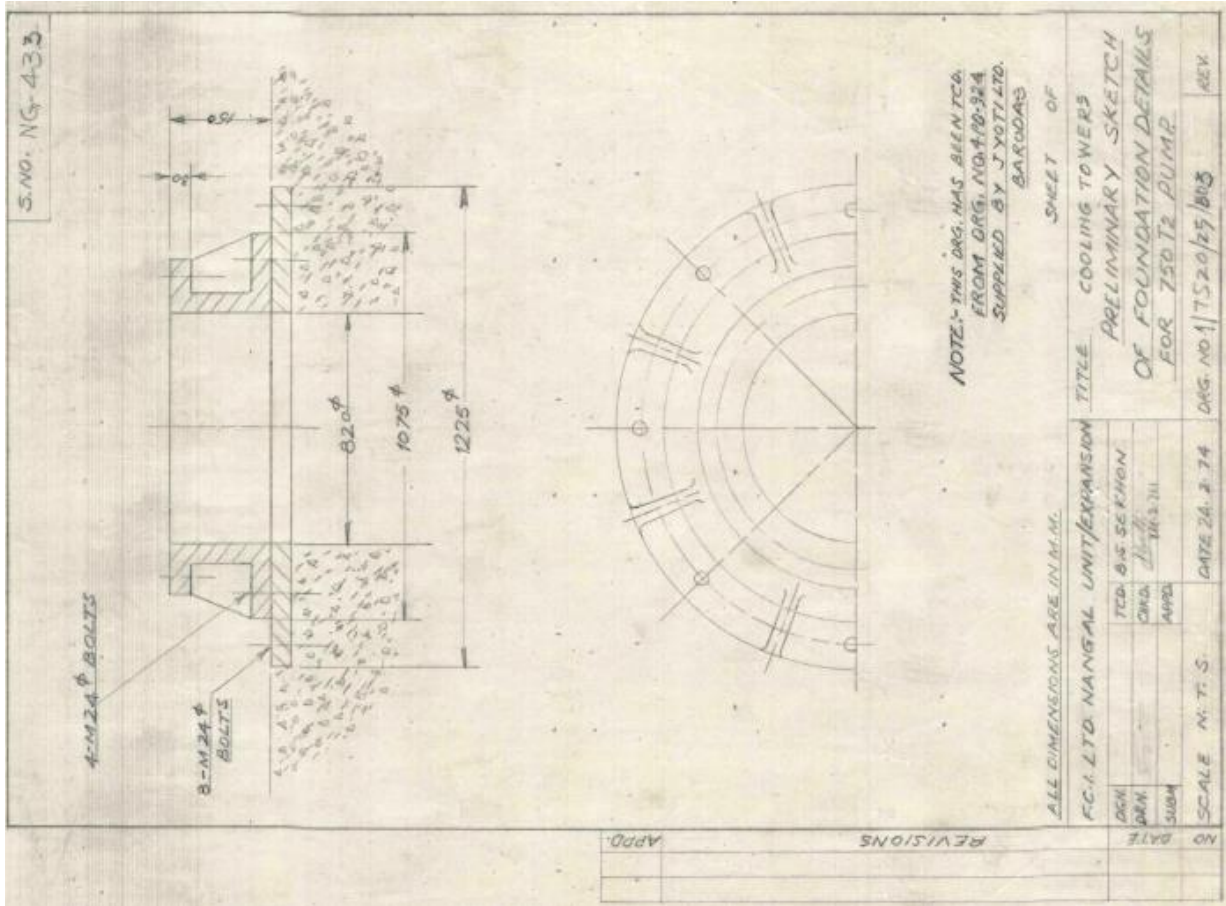
It is certified that the above contents / facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place _____

Date: _____

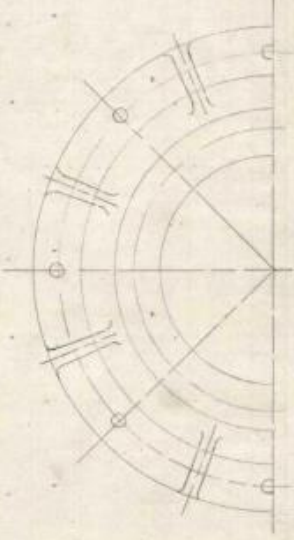
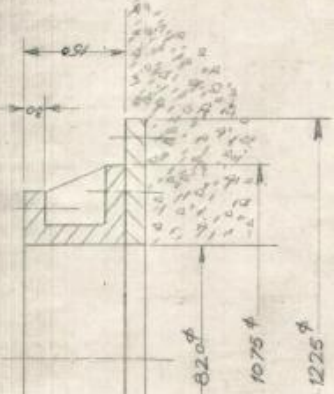
Drawing - NG-433



S. NO. NG-433

4-M24 ϕ BOLTS

8-M24 ϕ BOLTS



NOTE:- THIS DRG. HAS BEEN TAKEN FROM DRG. NO. F-10-324 SUPPLIED BY J.YOTI LTD. BARODRA

SHEET OF
 COOLING TOWERS
 PRELIMINARY SKETCH
 OF FOUNDATION DETAILS
 FOR 750 TR PLUMP

ALL DIMENSIONS ARE IN M.M.

FC-1 LTO NANGAL UNIT/EXPANSION

TCD. 8th SECTION

DRG. NO. 11520/25/803

DATE 24.2.74

SCALE N: T: S

REV

NO	DATE	REVISIONS	APPD.



INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/Tender.
To be signed by the Bidder and NFL.)

National Fertilizers Limited (NFL) hereinafter referred to as "The Principal"
AND

_____ hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for the "**Supply and Commissioning of Vertical turbine Pump (02 Nos) along with Motor with higher efficiency Pump assemblies for Urea Cooling water system** against NIT No. **NFN/PN/SPX/2022/197**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Action 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to

prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6 : Equal treatment of all Bidders/Contractors/Subcontractors.

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders/contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

Section 9 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of NFL.

Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

"The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

गुरप्रीत सिंह लायल / Gurpreet Singh Layal
मुख्य प्रबन्धक (सानग्री) / Chief Mgr. (SANGRI)
नेशनल फर्टिलाइजर्स लिमिटेड / NFL
नंगल इकाई / Nangal Unit-140126

(Office Seal)

Place Naya Nangal

Date 22-06-23

Witness 1:

(Name & Address)

22/6/23
RAHJIT SINGH
NFL NANGAL UNIT
NAYA NANGAL

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

22/6/23
Vijay Kumar
NFL Nangal Unit
Naya Nangal.

Witness 2:

(Name & Address)

