##  New Logo

## TENDER DETAILS

Tender Ref No : NFP/PUR/SE/220002/2221260

Title/Work Description : BENTONITE CLAY

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

End Date/ Bid Opening Date

Type of tender : Open Tender-Two Part Bid with Reverse Auction

Region : NFL - Panipat

Tender Inviting Authority : P.S. Jora, GM (Matls)

National Fertilizers Limited Panipat, Haryana – 132106

TENDER NOTICE

NATIONAL FERTILIZERS LIMITED (NFL), a Govt. of India Enterprise referred to herein as the Owner intends to enter into annual contract for ***Supply of Bentonite Clay*** at its Plant located at Panipat (Haryana). You are invited to submit a Techno-commercial proposal and Price proposal for the said item through e-Tendering.

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

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

International Bidders are requested to prefix +91 as country code

|  |
| --- |
| **M/s National fertilizers Limited, Panipat** |
| **Sh. Mahesh Patil** | **Sh. Abhinav Kumar** |
| Sr. Manager(Material) , NFL Panipat | Asst Manager(Material) NFL Panipat |
| Phone: : 9967551075; Email: mpatil@nfl.co.in | Phone: : 9407486564, Email: abhinav.kumar@nfl.co.in |

Tender document (Non-Transferable) can be downloaded from our e-tendering portal and offer submitted through online mode on our e-tendering portal shall only be considered for evaluation. Bids in physical/soft form sent through fax / email / courier / post will not be acceptable. Any future amendment/modification/corrigendum to the tender will be displayed only on our E-Tender Portal <https://etenders.gov.in/>. Bidders are requested to visit our E-Tender Portal regularly in their own interest to check for any amendment/modification/corrigendum to the Tender.

 **GENERAL TERMS & CONDITIONS**

|  |  |
| --- | --- |
| 1 | [The offer shall be submitted, electronically only on portal URL<https://etenders.gov.in/>.;](https://nfl.etenders.in/)  |
| 2 | The tenders will be submitted online on the web site <https://etenders.gov.in/>.; The tenders will be opened electronically by us from our Panipat office. |
| 3 | NFL takes no responsibility for delay, loss or non-receipt of EMD (if any) sent by post/courier. |
| 4 | SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED; NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality:

|  |  |  |
| --- | --- | --- |
| 1.  | Tender is prepared and released but vendors are not able to submit their bids.  | The due date of closing/opening shall be extended suitably.  |
| 2.  | Bids have been submitted but the same cannot be opened by NFL.  | The due date of opening shall be extended suitably.  |
| 3.  | Bids including price bid have been opened and reverse auctioning could not start.  | Under such eventuality, the reverse auction event shall be rescheduled and the new schedule shall be informed to all the bidders who have participated in the tender & submitted their bids online.  |
| 4.  | Reverse Auctioning (RA) started but failure occurred **at NFL end** before completion.  | The reverse auction event shall be suitable extended / shall be restarted again after rectification by giving a new schedule for the same, which shall cover the left over time period as per the original schedule **subject to minimum of 15 minutes**. On restart of reverse auction the last R1 price received during reverse auction at which the reverse auction event got terminated, shall be the starting price.  |

 |
| 5 | NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However bidder must ensure to submit the bid well in time to avoid last minute disappointment.  |
| 6 | No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained. |
| 7 | All tenders should be submitted online , signed and sealed by using digital certificate. |
| 8 | Tenderers are requested to scrutinize the terms and condition of this tender thoroughly as given in tender documents. |
| 9 | No amendment to the online bid would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders. |
| 10 | In case of Two-Part Bid , Price bid of the vendors, who are Eligible and techno-commercially acceptable, shall be opened electronically and time & date for same will be intimated to techno-commercially acceptable bidders. |
| 11 | If for any reason, prices tendered are for delivery FOR forwarding station, the freight should be mentioned in price bid. In case the rates quoted are ex-go down/ex-factory, the packing and forwarding charges, if leviable, may be specifically indicated. Kindly note that freight charges(if applicable) shall be paid against documentary evidence only, subject to maximum of your quoted value.  |
| 12 | If the weight of the material permits dispatch by post parcel/courier, this may clearly be stated in the uploaded documents. |
| 13 |  “100% Payment would be made within 30 Days of receipt of material, subject to acceptance of same and on production of original bills by the supplier for supplies made as per delivery schedule” |
| 14 | Complete specifications of the Stores offered together with manufacturer's name brand, etc., of each of the item must be given in the quotations uploaded and descriptive literature should be uploaded along with the quotations |
| 15 | Price and delivery quoted by you must be firm and valid for a minimum period of 90 days from the due date of opening of quotation. |
| 16 | The tenderer shall quote the price strictly as per the online price bid. Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rate for different quantities shall be rejected without any further reference. |
| 17 | **LIQUIDATED DAMAGE** : It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either (i) recover liquidated damages from supplier at a sum equal to ½% (half percent) of the invoice value of the installment(s) i.e. delayed quantity for every week and part thereof, of the period of delay from the delivery schedule, subject to a maximum of 5% of the total value of the quantity of material supplied in that particular consignment whose supply has been delayed, 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. |
| 18 | Uploaded documents must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/over writings. Incomplete quotations in any aspect are liable to be summarily rejected. |
| 19 | We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. We also reserve the right to split and place order on more than one supplier. |
| 20 | NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender. |
| 21 | NFL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time. |
| 22 | One person will be allowed to represent only one company during discussions/negotiations with NFL. If same person is representing different companies with authorization letter from more than one company, such personwill be allowed to represent only the first company called for negotiations. |
| 23 | Bidders may ensure that online offer has been digitally signed by appropriate/authorized representative of the Company. Withdrawal of offer/non acceptance of orders placed based on online offers submitted by bidder's will not be allowed on the grounds that offer was not digitally signed by authorized person. |
| 24 | The prospective tenderers having any common partners/Directors/ Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associates company. In such cases, only one of them will be eligible for participating in the tender |
| 25 | In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be opened on the next working day. |
| 26 | If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right todebar such tenderer from participation in the present / future tenders up to a period of 2 years. |
| 27 | It shall be certified by the tenderer that none of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately in uploaded documents).It shall also be certified by the tenderer that none of NFL’s ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately in uploaded documents).It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.  |
| 28 | Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) orreceived in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market/other sources and recover the loss, if any, from the supplier reserving to ourselves the right to forfeit the security deposit, furnished by the supplier against the contract. The supplier will make his own arrangements to remove the rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier. |
| 29 | Force Majeure: Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeurecondition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence there of this effect. |
| 30 | In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof.. |
| 31 | ARBITRATION:  |
| Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably 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, up to 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 arbitrator 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 within the provisions of Arbitration & Conciliation act, 1996.“The Arbitration proceeding shall be governed by the Arbitration & Conciliation act, 1996 and any further statuary modification or re-enactment thereof and the rules made thereunder.It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the 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 at Panipat.The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final & binding on all Parties. |
| Arbitration for Foreign Vendors/Parties: |
| “Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.The seat and venue of the arbitration shall be at New Delhi, India.The language of the arbitration shall be in English.This contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.” |
| FOR CPSEs inter se and CPSEs and GOVERNMENT DEPARTMENTs/ORGANIZATIONs: |
| 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 (AM RCD)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 Departments/ Organizations shall be included as under.”In the event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/ 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”. |
| 32 | Jurisdiction: All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted Panipat court in Panipat district in the State of Haryana. |
| 33 | Mode of Payment: The payment shall be released by EFT/ RTGS/NEFT. For electronics fund transfer (EFT) / RTGS process, you may submit your bank particulars i.e. Name of the party/Beneficiary, Parties Banker Name and Address, Branch Name, City, Branch Code, IFSC code of Bank, Bank Account no. (All digits in case of CBS branches), E-mail of beneficiary to enable us to release payment accordingly. All bank charges will be to supplier’s account.. |
| 34 | LAWS GOVERNING PURCHASE ORDER: The purchase order shall be governed by the laws or Union of India for the time being in force. |
| 35 | In case you are registered as MICRO, SMALL or MEDIUM Enterprise under ‘The Micro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)’ promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category in your uploaded offer and also submit a copy of the certificate issued by the concerned authorities failing which the bidder shall not be entitled for the benefit under MSMED Act.However, NFL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.The Micro & Small Enterprises (MSEs) shall be entitled for the benefits under the Public Procurement Policy for Micro & Small Enterprises subject to the terms and conditions indicated in Attachment attached herewith.MSE bidders to ensure declaration of Udyog Aadhar Memorandum UAM on CPPP  |
| 36 | RELATIONS: Tenderer must read the following clause carefully. If reply is positive then detail information may uploaded. “Should a tenderer or contractor have a relation or in the case of a firm or company of contractors, one or more of its share holders employed in NFL the authority inviting tenders shall be informed of the fact at the time of submission of the tender; availing which NFL may in its discretion reject the tender or rescind the contract.” |
| 37 | SUBLETTING OF CONTRACT : The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer’s subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contact and to purchase the goods elsewhere and successful Bidder shall be liable to the National Fertilizers Ltd., for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case NFL permits subletting, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall hold the successful Bidder responsible for satisfactory and due & proper fulfilment of the contract. |
| 38 | CLEAR UNDERSTANDING : When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender. |
| 39 | SECRECY: Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract. |
| 40 | Whenever the bidder is silent about the acceptance of NIT conditions such as bank guarantee, warranty period, liquidated damages etc, it shall be presumed that the bidder has accepted these conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made. |
| 41 | In case, a supplier is found guilty of bribery, corruption, dishonesty, mal-practice, submission of forged documents, misrepresentation, spurious supplies, fails to refund the amount due to the Company, fails to return the material issued for reprocessing/manufacturing, such supplier will be blacklisted as procedures of NFL. |
|  42 | The total landed rate(s) including Transportation Charges will remain firm till the complete execution of the order. No revision in rate(s) will be allowed. However any increase/decrease in rates of statutory levies and duties, shall be allowed as per prevailing rules and notifications of Government. |
| 43 | Anti-Fraud Policy: All bidders/service providers/ vendors/ consultants etc. shall be required to certify that they would adhere to Anti-Fraud Policy of NFL and not indulge or allow anybody else working in the Company to indulge in fraudulent activities and would immediately apprise the Company of the fraud/suspected fraud as soon as it comes to their notice. In case of failure to do so, the Company may debar them for future transactions. The Policy has been uploaded on the Company’s website (www.nationalfertilizers.com under investor desk column) for public information. (Direct link: http://nationalfertilizers.com/images/pdf/investorsdesk/Anti%20Fraud%20Policy.pdf ) |
| 44 | **Earnest Money Deposit (EMD):**Tenders must be accompanied by Earnest Money Deposit of **Rs. 1,00,000.00 (Rs One Lakh Only).** EMD can be submitted through e-transfer in NFL account through RTGS/NEFT OR Bank Guarantee from any of the Nationalized Bank or scheduled Bank except Rural/ Cooperative Banks, Earnest Money in the proforma specified by NFL for Bid Security/EMD (as per ANNEXURE-P). Cheques will not be accepted. The Bank Guarantee must be directly sent to NFL by your Bank through regd, AD.NFL’s Bank Details:Bank Name: Bank of IndiaA/C No:                            675130100009001IFSC Code:                       BKID0006751Branch Name:                   Panipat Branch, Haryana-132103Earnest money deposit shall be forfeited at the sole discretion of NFL in case the tenderer, after intimation from NFL of the acceptance of his tender, either wholly or in part fails to enter into a contract with NFL and/ or changes any of price and terms & conditions of the tender within the validity period of the tender. Bidder shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e. ICICI Bank Ltd., X1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per the following details: -I) IFN 760 COV for issuance of bank guarantee.II) IFN 767 COV for amendment of bank guarantee.III) Issuing bank shall mention IFSC Code as ICIC0000031 in field 7035 of IFN 760 COV/ IFN 767 COV.IV) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV / IFN 767 COV”.EMD shall be refunded to the unsuccessful tenderers after placement of order on successful bidder.No interest will be paid on the E.M.D. of either the successful tenderer (s) or unsuccessful tenderer (s). EMD of successful tenderer shall be refunded after submission of SD. EMD of successful tenderer can be adjusted against SD. |
| 45 | BLANK |
| 46 | **SECURITY DEPOSIT [SD]:** |
| Security deposit will be furnished by the successful tenderer, for the faithful execution of the Purchase Order, within 15 days of issue of Purchase Order. **SD will be @ 3 % of PO value** ( Basic Value excluding taxes and duties, Freight , Insurance Etc), as detailed below:-  |
| a. SD can be submitted through e-transfer in NFL account through RTGS/NEFT.  |
| b. Cheques will not be accepted.  |
| c. The tenderer will, however, have the option to furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin/Co-operative Banks, in the Performa specified by NFL (as per ANNEXURE-X) for SD for the faithful and proper fulfillment of the contract The Bank Guarantee must be valid till the contract period with claim period of three months. The Bank Guarantee must be directly sent to NFL by your Bank through regd, AD. |
| Bidder shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e. ICICI Bank Ltd., X1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per the following details: -I) IFN 760 COV for issuance of bank guarantee.II) IFN 767 COV for amendment of bank guarantee.III) Issuing bank shall mention IFSC Code as ICIC0000031 in field 7035 of IFN 760 COV/ IFN 767 COV.IV) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV / IFN 767 COV”. |
| d. DELETED |
| e. The SD will be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the Bank Guarantee extended as asked for by NFL, else NFL, at its sole discretion may call upon the Bank to pay the whole or part of the amount of Bank Guarantee. |
| f. The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, NFL will have the right to encash the Bank Guarantee/SD either the whole or part of value of Bank Guarantee or SD and tenderer will make good the value of Bank Guarantee/SD to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect. |
| g. The amount so drawn will not in any way effect any remedy to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon. |
| h. In the event of the forfeiture of whole or part of the SD the tenderer will deposit further sum/sums, so as to maintain the full SD amount. |
| i. The SD will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the SD or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted. |
| The SD will not carry any interest. |
| 47 | The prices quoted shall be exclusive of all taxes and duties as may be applicable presently or imposed by Govt of India from time to time. |
|
| 48.1 | Provisions of revised “Public Procurement” (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017 BE-II dated 16/09/2020 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.. |
| 48.2 | Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) order 2017. The salient features of which are as under: |
| (a)     Minimum local content: - The minimum local content shall be applicable as per latest Government guidelines |
| (b)     Margin of Purchase Preference: - The margin of purchase preference shall be 20%. |
| In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable. |
| 48.3 | Being Domestic Tender only “Class-I Local Supplier” & “Class-II Local Supplier” as defined in “ Public Procurement(Preference to Make In India) Order 2017” Dated 16/09/2020 shall be eligible to bid in this tender. Non-Local Supplier are not eligible to participate in this tender.In case of procurement for a value up to Rs 10 crore, the “Class –I Local supplier”/”Class-II local supplier” at the time of tender, bidding or solicitation shall be required to indicate percentage of local content & provide self-certification that the item offered meets the minimum local content requirement for “Class –I Local supplier”/”Class-II local supplier” , as the case may be. They shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs 10 crore, the “Class –I Local supplier”/”Class-II local supplier” shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier’s other than Company) giving the percentage of local content. |
| 48.4 | A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment.A self-certificate to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid. |
| 48.5 | In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content Vendor will be evaluated with 20% purchase preference. |
| 48.6 | NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority. |
| 48.7 | In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently. |
| 48.8 | Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy. |
| 48.9 | In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders. |
| 49 | Bidders will sign the Integrity Pact as per enclosed format which is an integral part of The tender documents, falling which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website:www.nationalfertilizers.com. The name & e-mails address of IEMs are as under: 1) Sh. Ramchander Bagdalkar, e-mail:rnbagdalkar@gmail.com 2) Cmde Rakesh Anand IN (retd.), e-mail: ansem\_2000@yahoo.com. Kindly upload duly signed copy of Integrity pact along with other documents. |
| 50 | No enhancement of rates will be allowed once the quotation is accepted and the order is placed. Withdrawal from the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice of our rights of legal remedies. |
| 51 | The bidder shall indicate the rates of GST applicable in price bid, for the quoted items indicating clearly the HSN code of item/SAC code in case of services. Kindly mention applicable category of GST ( i.e. whether IGST , CGST, SGST, UGST).  |
| 52 | For dispatches effected from 01.07.2017 (date of implementation of GST) the bidder/supplier shall provide a proper invoice in the form and manner prescribed under relevant sections of GST.  |
| 53 | Bidder/Supplier shall have a valid GSTIN/GST, provisional ID and provide invoice and all other documentation ( such as E Way Bill, transportation copy of invoice , etc.) in such form and manner as may be prescribed under GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relation to payment of GST.  |
| 54 | MSE owned by Scheduled Cast/ Scheduled Tribe entrepreneurs shall upload valid certificate issued by concerned authorities to qualify for entitlement as SC/ST owned MSE, in addition to valid certificate of registration for MSE, falling which it will be presumed that MSE firm is not owned by SC/ST entrepreneurs. |
| 55 | MSE owned by women entrepreneurs shall upload valid certificate issued by concerned authorities falling which it will be presumed that MSE firm is not owned by women entrepreneurs. |
| 56 | All MSE Vendors registered with CPSEs are also required to be registered on “TReDS” platform (www. rxil. in) and “MSME-SAMADHAAN” portal of M/o. MSME. as per Department of Public Enterprises office memorandum No. DPE/7(4)/2017-Fin. Dated 17.10.2018 |
| 57 | In case you are not registered as MSE, kindly procure at least 25% of value of contract/P.O. as Goods/Services from MSEs and a certificate to this effect will be submitted by you alongwith invoice as per attached Annexure - Y |
| 58 | Quoted prices will remain firm during the currency of contract. The total landed rate(s) including Transportation Charges will remain firm till the complete execution of the order. No revision in rate(s) will be allowed. However any increase/decrease in rates of statutory levies and duties, shall be allowed as per prevailing rules and notifications of Government. |
| 59 | In case the tenderer is an authorized distributor, he should submit a backup letter from the principal manufacturer guaranteeing that they will stand by the contract. Back up letter should be specific for this tender and should be uploaded with the un-priced commercial part of the tender. |
| 60 | In case P&F extra, please mention P&F charges in relevant column of price bid to evaluate your offer on landed cost basis. Please do not use the word (extra as applicable) towards P&F etc. Please mention specific rate / charges for above |
| 61 | In case Freight charges extra, please mention freight charges from dispatching station to NFL Panipat in relevant column of price bid to evaluate your offer on landed cost basis. Please do not use the word (extra as applicable) towards freight, , GST etc. Please mention specific rate / charges for above. Kindly note that freight charges shall be paid only against documentary evidence subject to maximum of your quoted value in Price Bid. |
| 62 | Please note that any charges, unless specifically mentioned in the price bid, shall not be paid extra. Do not mention extra for any charges. Any type of charges applicable, must be specifically mention in price bid. |
| 63 | Transit Insurance shall be in scope of supplier |
| 64 | **PRICE/FINANCIAL BID [BOQ]:** Price/Financial Bid in the form of Bill of Quantity (BOQ) is to be submitted online. Price/Financial Bid (BOQ) as given in the e-tender portal under “Work Item Details” section of this Tender must be downloaded and saved at bidders’ local PC / Laptop without any change/tampering. **Please note that renaming or changing format of BOQ sheet (file) will not be accepted by system**. Bidders shall fill the required details like name of bidder, Basic Prices, P&F, Freight, any other Charges & GST Rate in BOQ unprotected cells only, save it and upload the filled-in BOQ at our e-tender portal. No other cells should be changed and/or filled in. Price submitted in form of BOQ shall be final & binding. Price submission in any other form shall be invalid & shall not be considered.Bidders must take into account all the requirements and conditions of the tender documents and the rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper supply of material in accordance with the terms & condition of the tender document. Kindly quote your offer on ‘FOR NFL Stores, Panipat basis’ only. Blank fields in uploaded BOQ sheet will indicate that the particular tax/ duty/price head is not applicable & hence is not payable by NFL.  |
| 65 | **TENDER OPENING DATE EXTENSION REQUESTS:**Bidder must ensure to submit their online bids before last date & time for online bid submission. However, in exceptional cases Bidders may request for extension in last date of bid submission at their own risk. For such request they have to give written request through email to abhinav.kumar@nfl.co.in; mpatil@nfl.co.in; and intimation of such request on telephone/mobile before last date of bid submission alongwith justifiable reason for requesting extension. Upon timely receipt of such request NFL may consider such request depending upon merit of case & NFL requirement of material. Decision of NFL regarding this shall be final.  |
| 66 | **TENDER ACCEPTANCE LETTER AND DEVIATION LIST**BIDDER MUST SUBMIT TENDER ACCEPTANCE LETTER AS PER ANNEXURE-Z ON THEIR LETTER HEAD WITH SIGNATURE & STAMP OF PERSON AUTHORIZED FOR SAME. BIDDER MAY SUBMIT DEVIATION LIST (IF ANY AS PER FORMAT BELOW), HOWEVER PLEASE NOTE THAT OFFERS WITH ANY CONDITION / DEVIATIONS ARE LIABLE TO BE REJECTED OUTRIGHTLY OR ACCEPTED/ CONSIDERED FOR COMPARISON PURPOSE WITH LOADING CRITERIA AT SOLE OPTION OF NFL.IN THE ABSENCE OF DEVIATION LIST AS PER FORMAT BELOW IT WILL BE PRESUMED THAT NO DEVIATION HAS BEEN QUOTED BY BIDDER. CONDITION/DEVIATION INDICATED ANYWHERE ELSE OTHER THAN DEVIATION LIST SHALL BE IGNORED AND NFL , WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY, BE AT ITS LIBERTY TO FORFEIT THE EMD SUBMITTED BY SUCH BIDDERS. |
| 67 | **ELIGIBILITY CRITERIA:**Quotation from bidders not meeting the eligibility criteria (Attached as Annexure-A) shall be rejected. Bidders shall upload complete, legible and unambiguous documents (duly numbered) asked in the eligibility criteria along with their offer. NFL reserves the rightto complete the evaluation on the basis of details furnished by the bidder, with or without seeking any additional supporting documents/clarifications. |
| 68 | Any Bidder from a country which shares a land border with India will be eligible to participate in this tender, if the bidder is registered with Competent Authority as defined in Ministry Of Finance OM No. F.No. 6/18/2019-PPD Dated 23.06.2020. Definition of "Bidder from a country which shares a land border with India" including other definitions shall be as given in aboveorder. Bidders shall submit certificate in this regard as per following:“ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all the requirements in this regard and is eligible to be considered [“where applicable, evidence of valid registration by the Competent Authority shall be attached] “  |
| 69 | The Finance Act, 2021 has introduced the section 194Q in Income Tax Act, 1961 and made thisapplicable from 01.07 .2021. ln view of above newly introduced section under lncome Tax Act, 1961 ; we would like inform that the provisions of section 194Q are applicable on NFL on purchase of goods for FY 2021-2022 onwards. Therefore you are requested not to collect TCS u/s 206C (1H). NFL will deduct TDS u/s 194Q in case, purchase of goods of value/ aggregate of value exceeds Rs. 50.00 Lakh in a financial year. |
| 70 | As per circular No. 6/9/2020-PPD dated 24/08/2020 from Ministry of Finance : It shall be mandatory for seller, for Goods  & Services to Govt. organizations, including CPSEs, to be registered on GeM and obtain a unique GeM seller ID at the time of placement of Order / acceptance of contract. Successful bidder has to ensure compliance of same at the time of order placement / acceptance of contract. Kindly create your User ID in GeM portal and intimate us your seller User ID. |

 DEVIATION LIST FORMAT

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

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

 **SPECIAL TERMS & CONDITIONS [STC]**

|  |  |
| --- | --- |
| 1 | The contract shall be valid for the period of one year form the date of contract. NFL at its sole option can extend the period of contract by three months.  |
| 2 | **The quantity of 2500 MT is our estimated requirement in the period of one year. However NFL does not guarantee to take any minimum quantity**. The quantity may vary by ± 10% during the period of contract at the sole option of NFL.  |
| 3 | If at any time during the currency of P.O., whole or any part of quantity of Bentonite Clay is not required due to production limitation or for any reason whatsoever, the part quantity of P.O. for which DOs have not been issued shall stand lapsed and supplier shall have no claim for any compensation on account of any profit or advantage which the supplier might have derived from the execution of P.O. in full |
| 4 | NFL reserves the right to short close the contract in case of unsatisfactory performance, without any financial implication on NFL |
| 5 | Delivery will be taken in staggered manner against Delivery Order(s) issued by NFL Store Deptt. from time to time depending upon its actual requirement, within contractual validity period . |
| 6 | **ACCEPTANCE/REJECTION OF THE MATERIAL**The material will be accepted as per NFL Laboratory Analysis and results. The results of NFL Laboratory Analysis will be binding on the supplier and payment will be released according to these results only. However, in case of abnormal variation in results of Lab. Analysis, telephonic intimation shall be sent to supplier. NFL may agree for joint inspection at NFL’s Laboratory, if so, desired by the supplier and the results of joint inspection at NFL’s Laboratory shall be final and binding of both the parties |
| 7 | **VARIATION IN WEIGHMENT:**1. Weighment at weigh-bridge of NFL will be final and binding on the supplier.
2. Weigh-bridge tolerance for shortage observed in weight up to 0.5% will be allowed. No recovery shall be affected for shortage limited to the above.
3. In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.
 |
| 8 | REIMBURSEMENT OF STATUTORY LEVIES IN CASE OF VARIATIONS:(a) For increase in statutory levies  In case of increase in statutory levies, the reimbursement for the increase in statutory levies shall be made to the supplier who actually pay the increased statutory levies, their maximum reimbursement due to such increase shall not exceed the differential amount actually paid by the supplier. The total order rate shall be accordingly reworked considering increased rate of levy for arriving at revised landed price of bag. However, such increase shall not be allowed to those suppliers who are exempted from paying such statutory levies.(b) For decrease in statutory levies  In case of decrease in statutory levies, the total order rate shall be reduced considering the impact of the actual reduction of statutory levies. The reduction due to decrease in statutory levies shall apply to all the suppliers i.e. to those who are actually paying such levies and also to those who are either fully or partly exempted from paying such statutory levies. In case of fully or partly exempted suppliers, their basic price shall be reduced by back calculations so as to bring their landed price at par with those suppliers who are not exempted from such levies |
| 9 | EFFECTIVE DATE IN CASE OF CHANGE IN STATUTORY LEVIES: In case of any change in statutory levies on Sulphuric Acid like the changed levies shall be payable for all supplies made from suppliers factory on & after the date from which such change has come into effect. Date of receipt at consignee place shall not be considered for payment of changed statutory levies, provided the lot is dispatched from the works of the suppliers on or before the stipulated last date of supply.For material dispatched after the expiry of scheduled delivery date, the lower of the rates of statutory levies (amongst existing and changed rates as on date of dispatch) shall be considered for the payment/reimbursement.This shall be applicable for parties actually paying such levies and not for those who are exempted fully from such levies. For such parties, the date of receipts of Sulphuric Acid at consignee site shall be considered for price fixation due to change in statutory levies." |
| 10 | Transit Insurance and deduction of statutory levies from transporters:Since it will be supplier's responsibility to deliver the material at destination. NFL will not take any transit insurance. In other words the supplier is responsible for safe arrival of the material at site. Responsibility of deduction of statutory levies like TDS from transporters will be that of supplier |
| 11 | TERMINATION OF THE CONTRACT:The Contract is liable to be terminated if the Contractor:1. becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets
2. makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
3. abandons the work; or
4. persistently disregards the instructions of NFL; or
5. fails to adhere to the agreed schedule of work; or
6. assigns or sublets the work in whole or in part thereof without prior written consent of NFL; or
7. defaults in the performance of the contract; or
8. at any time contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by NFL; or
9. If the contractor obtains the contract with NFL as a result of ring tendering, or with illegal measures;
10. Information submitted by the contractor is found to be incorrect.

Such termination shall be by 15 days notice in writing and no claim/compensation shall be payable by NFL as a result of such termination |
| 12 | CONSEQUENCES OF TERMINATION:If the contract is terminated by NFL for the reasons detailed above or for any other reasons whatsoever:1. Performance Guarantee Bond/Security in any form submitted by the contractor shall stand as forfeited.
2. The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of work or on account of loss of expected profits.

All the dues payable to the contractor for the supplies executed by him before and upto termination shall only be released after making adjustments for the expenses, charges, demands etc. incurred by the owner as a consequence of termination of the contract |
| 13 | **ACTION FOR PROCUREMENT OF CANCELLED QUANTITY OF ORDERS.** In case one or more parties whom order/orders have been issued for supply of Sulphuric Acid are not in a position to supply the material & the order/orders are cancelled, the unexecuted quantity ordered on those parties/party may be distributed to remaining parties on whom orders were issued, subject to their consent, proportionally |
| 14 | **AWARD OF CONTRACT:** Award of contract is 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 the contract.The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other term and condition that might have been indicated in the tender submitted by the tenderer. The general conditions printed on the back of the Purchase Order/proforma will be applicable except where these are expressly waived/modified in the Purchase Order. |
| 15 | **TENDER SCHEDULE:**

|  |  |  |
| --- | --- | --- |
| Sl. No.  | Tender Stage | Date & Time |
| 1 | Start Tender Document Download  | 19.08.2022 ; 12:00 NOON |
| 2 | End Tender Document Download  | 02.09.2022 ; 02:30 PM |
| 3 | **Due/ last date of submission Bids**  | **02.09.2022 ; 02:30 PM** |
| 4 | Techno-commercial Bids Opening  | 05.09.2022 ; 11:30 AM |
| 5 | Price Bid Opening  | To be intimated to techno-commercially acceptable bidder later on. Reverse Auction will be conducted amongst technically qualified bidders after Opening of Price/Financial Bids  |
| 6 | Reverse Auction  |

 |
| 16 | **CHANGES IN TENDER SCHEDULE:** NFL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the known tenderers well in time by email /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.  |
| 17 | **TENDER OPENING:** The tenders will be opened electronically by us from our Panipat office in the presence of representatives of Vendors who wish to attend the price bid opening. The submission of bids may however be done by vendors from their office or from place of their However bids can't be submitted after the bid submission due date & time as per the schedule. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically and such vendors shall be allowed to participate in the Reverse Auctioning.  |
| 18 | **PLACE FOR CONDUCTING REVERSE AUCTION:** The eligible bidders can participate in the online reverse auction from any place of their choice. The reverse auction shall however be done on website **https://etenders.gov.in/**; Though a vendor need not visit NFL’s office for participating in this tender but in case NFL opts to have negotiations with the R1 bidder (Lowest bidder after conclusion of Reverse Auction) as per clause no.21 below , such negotiations shall be held at NFL’s Panipat office only. Prior intimation shall be given for the same  |
| 19 | **STARTING/BASE PRICE FOR REVERSE AUCTIONING:** The Opening Price/base price for Reverse Auction shall be the lowest landed (FOR Destination) rate received against the initial price bids submitted by participating vendors. **The Duration for the Event would be for 90 min**. **The Bid Decrement would be Rs 1 or multiple thereof**. **If any supplier tries to bid in the last 5 minutes then the Bid Duration will increase by 5 minutes. There will be infinite extension if any supplier tries to bid in the last 5 minutes. NFL would be given one Buyer Login Id to view the event**. Availability of Internet connectivity is the responsibility of the bidders. Non availability of Internet connectivity/proper band width, electricity failure, virus attack, problem with personal computer(PC), non compatibility of PC of bidder, any unforeseen circumstances at bidders end etc before or during the auction event will not be accepted as reason for nonparticipation in the E-Reverse Auction. Further, merely login into the system during e-Reverse Auction shall not be treated as participation in e-Reverse Auction process.  |
| 20 | The contract shall be finalized on unit rate basis.  |
| 21 | NFL reserves the right to negotiate with R1 bidder (bidder quoting lowest landed rate during online reverse auction) after conclusion of reverse auction at its sole option. In such case, the negotiations shall be held with R1 bidder only at NFL’s Panipat office and prior intimation shall be given by NFL to such bidder. The Contracts may be awarded to multiple vendors out of those bidders who agree to match the final R-1/negotiated R1 price as per clause no 22 below.  |
| 22 | DIVIDING THE QUANTITIES BETWEEN SUPPLIERS: [A*fter considering provision of Public Procurement Policy(MSEs), 2012*] Since Bentonite Clay is a vital input required for maintaining dispatches of the products in an uninterrupted manner without causing any constraints on the production of our plants, orders will be placed on two suppliers. The distribution pattern for splitting the orders at matched rate will be broadly as indicated below, :

|  |  |  |  |
| --- | --- | --- | --- |
| SL. No.  | Item Description | Distribution Between  | Ratio of Distribution |
| 1 | Bentonite Clay | Two Parties [R-1 : R-2 or R-3 or R-4 etc as per SL. No 23 below] | 60:40 |

 |
| 23 | Please note that tendered quantity shall be distributed among R-1 & R-2 bidders in the ratio as specified above subject to R-2 matching the final lowest landed rates/negotiated landed rates of R1. In case R2 declines to match the final lowest landed rates/negotiated landed rates of R1 after reverse auction than other subsequent bidder in hierarchy of comparative position after reverse auction shall be given option to match the final lowest landed rates/ negotiated landed rates of R1. In case none of other bidders matches R-1 bidder final lowest landed rates/ negotiated landed rates, then complete 100% quantity of Bentonite Clay shall be allocated to R-1 bidder.  |
| 24 | For calculating the break-up of price of a particular vendor for the purpose of determining the component of GST and forwarding &freight charges etc. at the time of placement of P.O, back working of price from the final R-1/ matched landed price shall be done by keeping the absolute value of forwarding & freight charges, percentage of GST as fixed as quoted by the vendor in his initial price bid. No separate confirmation shall be taken for the same from the vendors.  |
| 25 | For the distribution of order quantity among the successful vendors, as per sr. no. 22 above, priority shall be given in accordance with the hierarchy after reverse auction instead of the initial price bid hierarchy i.e. the criteria of distribution shall be based on rates of R1, R2 bidders and so on subject to their matching of R1/negotiated R1 rates. In case the complete quantity does not get covered as per the above-proposed arrangement, then the original hierarchy shall be taken into consideration.  |
| 26 | **1.** In case R-1 bidder happens to be MSE and order is awarded to R-1 Bidder then benefit under Public Procurement Policy ,2012 shall not be applicable to other MSE Bidder (whether or not their rates fall within R1+15 % bracket).  **2.** In case R-1 bidder is not MSE and that two or more MSEs are within the final landed rates/negotiated landed rates of R1 +15% band, only the lowest MSE shall be considered for 25% order, subject to matching the final landed rates/negotiated landed rates of R1. Only on refusal of such lowest MSE to accept final landed rates/negotiated landed rates of R1, second lowest MSE within the range of final landed rates/negotiated landed rates of R1+15%, shall be considered. This Process shall be continued till a MSE in landed rates/negotiated landed rates of R1+15% range accepts the final landed rates/negotiated landed rates of R1 or the MSEs in the final landed rates/negotiated landed rates of R1+15% range are exhausted. In case no MSE accepts the final landed rates/negotiated landed rates of R1 or there is no MSE available, in the final landed rates/negotiated landed rates of R1+15% range, then the order shall be placed without applying this principle. |

|  |
| --- |
|  EXAMPLE OF DISTRIBUTION PATTERN AMONG MSE AND NON MSE BIDDERS WHEN TWO PARTIES MATCHES THE RATES , SL. NO. 26 OF SPECIAL T&C Lets take Tendered Quantity of Bentonite Clay for example as 100 MT |
|   | MSE STATUS | Distribution Ratio (in Number) | Remarks |
| R1  | YES, MSE BIDDER | 60 |   |
| R2  | MSE and/or Non-MSE | 40 |  (subject to matching final landed rates/negotiated landed rates of R1)  |
| R3 | NIL |  |
| R4 | NIL |  |
| xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |
|
|   | MSE STATUS | Distribution Ratio (in Number) | Remarks |
| R1  | NOT MSE | **45** i.e 75 \*0.60 |   |
| R2  | NOT MSE | **30** i.e 75 \*0.40 |  (subject to matching final landed rates/negotiated landed rates of R1) |
| R3 | YES. MSE BIDDER | **25** | (subject to MSE bidders rates falling within final landed rates/negotiated landed rates of R1 + 15% and their matching of same rates |
| R4, R5, R6 ETC | YES. MSE BIDDER | NIL | (since R3 is MSE bidder and has already been awarded 25% quantity ) |
| xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  |
|
|   | MSE STATUS | Distribution Ratio (in Number) | Remarks |
| R1  | NOT MSE | 60 |   |
| R2  | YES. MSE BIDDER | 40 |  (subject to matching final landed rates/negotiated landed rates of R1) |
| R3, R4. R5, R6 ETC | YES. MSE BIDDER | NIL | (since R2 is MSE bidder and has already been awarded 40% quantity i.e more than minimum 25 % quantity specified in PPP for MSEs Order, 2012 ) |
| xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |
|   | MSE STATUS | Distribution Ratio (in Number) | Remarks |
| R1  | NOT MSE | 60 |   |
| R2  | YES MSE BIDDER | 40  |  (subject to matching final landed rates/negotiated landed rates of R1) |
| R3 | NOT MSE | NIL |  |
| R4. R5, R6 ETC  | YES. MSE BIDDER | NIL | (since R2 is MSE bidder and has already been awarded 40% quantity i.e more than minimum 25 % quantity specified in PPP for MSEs Order, 2012 ) |

## TECHNICAL SECTION [SCOPE OF SUPPLY]: -

=====================================================================================

Sr Item Description of Materials Required UM Qty Reqd

=====================================================================================

1 7300005 BENTONITE CLAY / POWDER (SODIUM MT 2500.000

 BENTONITE)AS PER IS:6186-1986

 (SECOND REVISION, REAFFIRMED 2010),

 MOISTURE, PERCENTAGE BY WEIGHT

 MAXIMUM 10PERCENT, PH-9.00 TO 10.50,

 GEL FORMATION INDEX TO PASS TEST,

 FREE SWELLING VALUE (2 gm/100ml)

 MAX. 28-32, PLATE WATER ABSORPTION

 PERCENTAGE MINIMUM 650, MB VALUE

 390-410, FINENESS DRY- TO PASS

 THROUGH 75 MICRON IS SIEVE BY MASS

 85 PERCENT AND DRY TO PASS THROUGH

 105 MICRON IS SIEVE BY MASS 90

 PERCENT. PACKING: NEW BAGS WITH

 LINERS.

------------------------------------------------------------------------------------

Note :

1. Packing shall be done in New bags with liners for the total quantity.
2. Shelf life of the material must be 12 months from the date of supply.
3. Supplier shall submit MTC for specifications of material along with supply.
4. Material shall be supplied from fresh stock only.
5. The Clay should not contain any foreign material.
6. **Supplier should take Back Empty Bentonite Clay Bags from NFL at No Extra Cost to NFL.**

 **ELIGIBILITY CRITERIA FOR SUPPLY OF BENTONITE CLAY ANNEXURE-A**

|  |  |  |
| --- | --- | --- |
| Sr. No. | Conditions | Documents required |
| 1 | The bidder should be in the field of manufacturing/ mining/ processing of Bentonite clay or their authorized dealer. | * Bidder must submit the copy of valid documentary evidence for being a manufacturer (i.e. Valid industrial license/ ISO certificate/ certificate issued by statutory authority / NSIC certificate or equivalent certificate.)

OR authorization certificate in case of authorized dealer. |
| 2 | 1. Bidder Must not black listed by any government department/public sector undertaking/co-operative Unit.
2. Bidder Must not delisted by any government department/public sector undertaking/co-operative Unit in the last two years of participating in the tender.
3. No other Firm/sister concerns/associates belonging to the same group is participating/submitting the tender for the job against this tender
 | Self certification on letter head pad for the same. |
| 3 | Bidder should have Experience of having successfully supplied Bentonite Clay during last 7 years ending last day of month previous to the one in which NIT is issued . | a.Three POs costing not less than Rs 19.12 Lakh Or b. Two POs costing not less than Rs 23.91 Lakh. Or c. One PO costing not less than Rs 38.25 Lakh. |
| 4 | Bidder Must be registered & have permanent organizational set-up with Registered office. | 1. Authenticated copy of party’s status i.e. self certification on letter head in case of proprietorship firm or copy of partnership deed for a partnership firm or copy of registrar’s certificate for Pvt./Ltd. Co.
2. Self-Certified copy of PAN No.
3. Self-Certified copy of GST No. .
 |
| 5 | The average financial turnover during the last 3 years , ending on 31.03.2021 should be at least Rs. 14.34 Lakhs i.e. for the year 2018-19, 2019-20 & 2020-21. | Bidder shall submit self-attested copies of Audited Balance Sheet and Profit and Loss A/c authenticated with UDIN for the last three financial yeas (i.e. FY 2018-19, 2019-20 & 2020-21).In case bidder do not fall under the ambit of statutory audit and do not have audited annual reports/ audited Balance Sheets and Profit & Loss Statements, shall submit a statement with authenticated UDIN certified by statutory auditor /practicing Chartered accountant authenticated as documentary evidence in support thereof” |
| 6 | Net- Worth of bidder should be positive as per last audited financial statement as on “ 31.03.2021” | Bidder to submit certificate thereof issued by Chartered accountant.Documents certified/attested by Chartered accountant should have UDIN |

  **ANNEXURE- P**

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

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

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

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

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

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

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

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

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

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

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

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

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

CORPORATE SEAL FOR BANK.

 BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT **Annexure - X**

 (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 for Rs.\_\_\_\_\_\_\_\_\_. CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit 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 BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. This BANK GUARANTEE FOR SECURITY DEPOSIT 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 BANK GUARANTEE FOR SECURITY DEPOSIT shall become null and void.

3. This BANK GUARANTEE FOR SECURITY DEPOSIT 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 Bank Guarantee for Security Deposit 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 BANK GUARANTEE FOR SECURITY DEPOSIT 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-Y**

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

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

 Signature

 Name

 Name of Company/Firm

 **ANNEXURE-Z** [Page 19 & 20 of tender Document]

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

(On Bidders Letter-Head)

To,

Gen Manager (Mtls.)

National Fertilizers Limited,

Panipat.

**Sub**: Self-Certifications & Acceptance of T&C of NFL Tender No. NFP/PUR/SE/220002/2221260 Dated 19.08.2022 for Supply of Bentonite Clay

Dear Sir,

With reference to above:

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

|  |  |  |
| --- | --- | --- |
| SL. No.  | Condition  | Bidder’s Comment |
| 1 | Item Description of Material Offered is as per Technical Section. | Confirmed  |
| 2 | 1. Packing shall be done in New bags with liners for the total quantity.
2. Shelf life of the material must be 12 months from the date of supply.
3. Submission of MTC for specifications of material along with supply.
4. Material shall be supplied from fresh stock only.
5. The Clay should not contain any foreign material
6. **Supplier should take Back Empty Bentonite Clay Bags from NFL at No Extra Cost to NFL.**
 | Confirmed. |
| 3 | Payment Terms | Accepted as per General T&C Clause 13 |
| 4 | P&F , Freight & GST | Quoted in Price Bid. |
| 5 | Offer Validity | 90 days from the date of opening of the tender  |
| 6 | Liquidated Damages | Accepted as per General T&C Clause 17 |
| 7 | Part Order | Accepted as per General T&C Clause 19 |
| 8 | Price Basis | FOR NFL Stores Panipat  |
| 9 | Bank Charges | To Supplier Account |
| 10 | Submission of Security Deposit | Accepted as per General T&C Clause 46 |
| 11 | Transit Insurance | Supplier Scope |
| 12 | Signed & Stamped Integrity Pact | Submitted |
| 13 | PAN No |  |
| 14 | GST No. |  |
| 15 | HSN Code( min. 6 digit) |  |
| 16 | Office/Works Address where PO need to be issued (in case you offer is found acceptable and order is awarded to you) |  |
| 17 | Category of Enterprise – Micro/Small/Medium/None [If covered under Public Procurement Policy for MSE as per General T&C clause 35 then submit Udyam certificate ] |  |
| 18 | Shortest Delivery Period from the date of email Delivery Order (DO) |  |

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

 OR

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

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

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

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

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

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

1. None of blood relation of the owners/directors is participating in this tender in the name of other firm.
2. We have not been not been blacklisted by any government department/public sector undertaking/co- operative Unit.
3. We have not been delisted by any government department/public sector undertaking/co-operative Unit in the last two years of participating in the tender.
4. No other Firm/sister concerns/associates belonging to the our group is participating/submitting the tender for the job against this tender .
5. We have not been debarred by any procuring entity from violation of provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017-PP (BE-II) dated 16.09.2020 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP).
6. In reference to clause 48.3 of General T&C of this tender offered Item meets the minimum local content requirement for us to be qualified under “Class –I Local supplier”/ ”Class-II local supplier” [CHOOSE ONE AS APPLICBALE] & local content of offered product is \_\_\_\_\_\_\_\_\_\_%.

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

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

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

1. None of the tender documents including BOQ has been tampered with.
2. We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all the requirements in this regard and is eligible to be considered [“where applicable, evidence of valid registration by the Competent Authority shall be attached]
3. We have submitted EMD of Rs 1 Lakh vide UTR/BG No \_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_
4. We hereby certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Dated: Signature of Tenderer :

Place: Name & Address of Tenderer :

 Mobile No. :

 Email :.

 **Loading Criterion**

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

Evaluation and Comparison of Price Bids:

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

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

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

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

The tenderers must accept the terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of NFL. NFL however, may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, Security Deposit and Liquidated Damages etc. by adopting the loading criteria as below. All loadings shall be on CIF (Import)/ Ex- Works (Domestic) prices.

- EMD: Full EMD value shall be loaded to the quoted rates of those tenderers who have not submitted the requisite EMD along with the quotations to generate competition. - Payment Terms: Deviation in Payment Terms: The deviation in differential payment terms with respect to NIT clause shall be loaded as under for interest @ prime lending rate (SBI MCLR) + 1% for the period:

(a) Interest calculation against Mobilization Advance.

 Sr. Payment Terms Period of Loading

 1. Advance against LOI/PO Full delivery period + 30 days

(b) Interest calculation on progressive payment

Interest on Progressive payment shall be calculated on FOB/Exworks price for the following period:

Sr no. Payment Terms Period of Loading

 Against submission of

1. Drawing Full delivery period less one month

 2. Against drawing Approval Full delivery period less one month

 3. Against placement of PO for raw material a. If delivery period < 8 months Full delivery period less two months

 b. If delivery period > 8 months Full delivery period less three months

 4. Against Shipment of raw materials Full delivery period less five months or five months whichever is more

 5. Against Receipt of raw materials Full delivery period less six months or four months, Whichever is more

 6. Against Payment for dispatch of a. Foreign Bidders Three months. b. Indian Bidders Depending on Delivery

 materials/through bank Conditions viz. Ex-works – one and half months FOR destination –one month

7. Against Payment within 30 days Nil.

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

.

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

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

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

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

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

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

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

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

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

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

iii. Transit Insurance Premium as below: Inland Insurance: The inland insurance shall be calculated at the rate of 0.15%

of CIF/FOR prices. For Foreign Bidder: Transit Insurance @0.11% of FOB/FCA price shall be taken for calculating assessable value for working of the custom duty. The above transit insurance shall not be considered for working out the landed cost. For arriving at the landed cost, transit insurance shall be calculated @0.15% of (FOB/FCA cost + Ocean/ air freight+P&F+Port Handling + Inland Freight).For Indian Bidder: To arrive at the landed prices, the transit insurance shall be calculated @ 0.11% of (Basic Price +P&F+Excise duty+CST/VAT + other statutory taxes/levies (if any) + Inland Freight) for Indian bidders.

iv. Loading On Account Of Longer Delivery Period a) Wherever Bidders quoted delivery is higher than the preferred delivery period

as indicated in the ITB document, the following loading criterion shall be applied: Loading @ 2 % per month on FOB/ Ex-works price for the following periods: Delivery Quoted Loading Period Foreign/Indian Bidders (Effective delivery-Preferred delivery)

In order to account for Sea shipment and port clearance time the difference between FOB delivery date and EX-Works delivery date is to be considered as 1.5 months. No credit shall be given for early delivery period. Quoted delivery has to be computed for effective delivery as given below. Preferred delivery for Foreign Bidder has to be as per FOB delivery at port of loading and for Indian Bidder as delivery on ex-works basis. b) The loading as mentioned at (a) shall not be applied in case the quoted delivery does not meet the project requirement and the Bid shall not be qualified.

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

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

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

Ex-works basis for Foreign Bidders - 15 days

On readiness for Inspection for Foreign Bidders - One month

From receipt of PO - One month

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

On receipt of Letter of Credit - Two months

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

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

 No. of Months as per NIT

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

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

loading shall be limited to 10%

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

Bank guarantee for SD Loading Criteria

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

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

Quoted Damages Loading Criteria

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

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

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

iv) Non-acceptance of damages - 5% loading

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

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

**BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):**

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:

1. **Qualifying Criteria for MSEs, SC/ST vendors:**
2. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME) :

• Udyam Registration Certificate

• Udyog Aadhar Memorandum (UAM), validity of which is till 30.06.2022

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

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

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

• Revenue Officer not below the rank of Tehsildar.

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

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

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

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

In tenders, where the final landed rates/negotiated landed rates of R1 (evaluated price) bidder is a non-MSE, atleast 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 final landed rates/negotiated landed rates of R1 rate.

A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST) bidder shall have quoted a price within +15% of the final landed rates/negotiated landed rates of R1 bid price and further that they shall agree to match their quoted price with the final landed rates/negotiated landed rates of R1.

In case that two or more MSEs are within the final landed rates/negotiated landed rates of R1 +15% band, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching the final landed rates/negotiated landed rates of R1. Only on refusal of such lowest MSE to accept final landed rates/negotiated landed rates of R1, second lowest MSE within the range of final landed rates/negotiated landed rates of R1+15%, shall be considered. This Process shall be continued till a MSE in landed rates/negotiated landed rates of R1+15% range accepts the final landed rates/negotiated landed rates of R1 or the MSEs in the final landed rates/negotiated landed rates of R1+15% range are exhausted. In case no MSE accepts the final landed rates/negotiated landed rates of R1 or there is no MSE available, in the final landed rates/negotiated landed rates of R1+15% range, then the order shall be placed without applying this principle.

Where the MSE is (SC/ST)/Women owned, they shall be exclusively awarded a share of 4%/3% respectively of the above 25%.

In case of more than one (SC/ST)/Women MSE are within the final landed rates/negotiated landed rates of R1 price, only the lowest (SC/ST)/Women MSE shall be considered for 4%/3% order respectively in case of divisible item, subject to matching the final landed rates/negotiated landed rates of R1. Only on refusal of such lowest (SC/ST)/Women MSE to accept final landed rates/negotiated landed rates of R1, second lowest (SC/ST)/Women MSE within the range of final landed rates/negotiated landed rates of R1+15%, shall be considered. This Process shall be continued till a (SC/ST)/Women MSE in landed rates/negotiated landed rates of R1+15% range accepts the final landed rates/negotiated landed rates of R1 or the (SC/ST)/Women MSEs in the final landed rates/negotiated landed rates of R1+15% range are exhausted.

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

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

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

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