



TENDER DETAILS

Tender Notice No	:	NFN/PUR/SE/2019/45/Solar LED Lights
Tender Notice Date	:	10.10.2019
Last date for bid submission	:	<u>21.10.2019, 2.30 PM</u>
Opening Date & Time	:	<u>21.10.2019, 02:31 PM onwards</u>
Type of tender	:	Two Part Bid
Region	:	NFL - Nangal
Officer Name	:	P.Varshney
Designation	:	DGM (Matls)

National Fertilizers Limited Naya Nangal, Punjab – 140126

TENDER NOTICE

NATIONAL FERTILIZERS LIMITED (NFL), a Govt. of India Enterprise referred to herein as the Owner intends to enter into contract for **SOLAR LED LIGHTS** at its Plant located at Naya Nangal (Punjab). **Only MSEs (Micro & Small Enterprises)** are invited to submit a Techno-commercial proposal and Price proposal for the said item through e-Tendering. Methodology for submission of proposal has been detailed here under in this document. The procurement shall be made through e-tendering process on portal : www.tenderwizard.com/NFL. 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. Pre-Requisites for System using e-procurement sites:

- Windows 7, 8, 10 professional
- A computer system with at least 1 GB RAM and internet Connectivity
- Internet Explorer 8.0, 9.0 and above or Mozilla 51 and above
- Google Chrome Version 42 and above
- Internet Connectivity with at least 2 Mbps speed
- Java Run Time Engine (JRE- 1.8.0) or higher
- Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

Pre-Requisites for DSC Registration:

- The Vendor becomes a valid vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (class3 DSC)
- Vendors need to procure DSC 24 hrs prior to DSC registration
- It can be procured from any of the Certifying Authority registered under CCA India eg. Sify, ncode, emudra etc
- Respective DSC Drivers needs to be installed
- DSC needs to be physically inserted into the system
- DSC should appear in the Browser
- DSC of the vendor will mapped with their User ID once they Login first time

For more details refer User manual section on home Page of e-procurement portal www.tenderwizard.com/NFL

Pre-requisites for Login Credentials: (Open Tender Only):

- For Login credentials, vendors need to register/Sign-Up on the e-procurement portal by clicking on sign Up link available at home page.
- Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/Sign-Up
- Vendors are advised to change the password immediately on receipt from the e-procurement portal.
- Vendors shall not disclose their User ID as well as password and other material information relating to the bidding to

any one and safeguard its secrecy.

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

M/s Antares Systems Limited				
Sl. No.	Support For	Support	Contact No.	Contact e-mail
1	e-Tendering Registration / Sign Up Queries	Help Desk	011-49424365	twhelpdesk680@gmail.com;
2	DSC Queries			twhelpdesk377@gmail.com;
3	For e-tendering Support			nfleprochelpdesk@gmail.com;
4		Mr. Kamal Mishra	8800115821	kamalmishra@antaressystems.com;

M/s National fertilizers Limited, Nangal	
Sh. S K Bali	
Dy.. Manager	
National Fertilizers Limited	
Naya Nangal – 140126	
Phone: : 7973733788	
Email: sbali@nfl.co.in;	

GENERAL TERMS & CONDITIONS

1	The offer shall be submitted, electronically only on portal URL www.tenderwizard.com/NFL ; i. TECHNO-COMMERCIAL BID TEMPLATE shall be for: Technical & Commercial Un-Priced Offer with Earnest Money and documents towards eligibility criteria”. It shall contain all the required documents as spelt out in the tender document. ii. Price Bid Template shall contain schedule of Rates for material alongwith all taxes and other charges
2	The tenders will be submitted online on the web site www.tenderwizard.com/NFL ;The tenders will be opened electronically by us from our Naya Nangal 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 as per sole discretion of NFL 2. Bids have been submitted but the same cannot be opened by NFL.-----> The due date of opening shall be extended suitably as per sole discretion of NFL
5	NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However bidder must ensure to submit the bid well in time to avoid last minute disappointment.
6	No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
7	All tenders should be submitted online digitally 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 leviabale, 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	70% payment of supply portion alongwith 100% taxes & duties shall be released within 30 days subject to receipt, acceptance of material at our site and remaining 30% payment for supply portion and 100% payment towards installation & commissioning shall be released within 30 days after successful installation & commissioning of material at our site by way of Electronic Fund Transfer (EFT). You will inform your bank account no., name and place of branch and branch code no., so that your payment can be released through EFT Any Bank Charges for this facility of direct credit by State Bank of India, to their bank account will be borne by the party/ tenderer.
14	Complete specifications of the Stores offered together with manufacturer's name brand, etc., of each of the item must be given in the quotations uploaded and descriptive literature should be uploaded along with the quotations
15	Price and delivery quoted by you must be firm and valid for a minimum period of 120 days from the due date of opening of quotation.
16	The tenderer shall quote the price strictly as per the online price bid. Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.
17	LIQUIDATED DAMAGE : It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either (i) recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or(iii)cancel the contract without prejudice to our rights under (i) & (ii) above.
18	Uploaded documents must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/over writings. Incomplete quotations in any aspect are liable to be summarily rejected.
19	We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. We also reserve the right to split and place order on more than one supplier.
20	NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
21	NFL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
22	One person will be allowed to represent only one company during discussions/negotiations with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
23	Bidders may ensure that online offer has been 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 to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
27	It shall be certified by the tenderer that none of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately in uploaded documents).It shall also be certified by the tenderer that none of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately in uploaded documents).It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.
28	Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market/other sources and recover the loss, if any, from the supplier reserving to ourselves the right to forfeit the security deposit, furnished by the supplier against the contract. The supplier will make his own arrangements to remove the rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.
29	Force Majeure: Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence there of this effect.

30	In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof..
31	<p>ARBITRATION: The contract shall be governed by and construed in accordance with the laws of India.</p> <p>1. Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning , operation or effect of the contract, or out the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract to be referred to Designated Unit Head / E.D. / Functional Director / Chairman & Managing Director, National Fertilizers Limited for appointment of Arbitrator. The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act. 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under. If the arbitrator, to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit. It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI MCLR / Base rate applicable to NFL on the date of award of contract.</p> <p>SEAT OF ARBITRATION: The Seat of Arbitration shall be at Naya Nangal</p> <p>Arbitration for Foreign Vendors/Parties: Arbitration provision in accordance with the rules of International Chamber of Commerce (ICC) Will be applicable which may be as under:- “All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, India by one or more arbitration appointed in accordance with the said Rules”.</p> <p>FOR CPSEs inter se and CPSEs and GOVERNMENT DEPARTMENTS/ORGANIZATIONS: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in D E OM No. 4(1)/2013-DPE (GM) /FTS-1835, dated 22-05-2018</p>
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 Anandpur Sahib court in Ropar district in the State of Punjab
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 upload a copy of the certificate issued by the concerned authorities.. MSE bidders to ensure declaration of Udyog Aadhar Memorandum (UAM) No on CPPP, failing which such bidders will not be able to enjoy the benefits as per Policy for MSE’s order 2012. 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 per 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	<p>Earnest Money Deposit (EMD):</p> <p>Tenders must be accompanied by Earnest Money Deposit of Rs. 0.00. (Zero). 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-A). Cheques will not be accepted.</p> <p>NFL's Bank Details:</p> <p>Bank Name: State Bank of India</p> <p>A/C No: 011070992603</p> <p>IFSC Code: SBIN0000689</p> <p>MICR : 140002304</p> <p>Branch Name: State Bank of India, Naya Nangal</p> <p>Earnest money deposit shall be forfeited at the sole discretion of NFL in case the tenderer, after intimation from NFL of the acceptance of his tender, either wholly or in part fails to enter into a contract with NFL and/or changes any of price and terms & conditions of the tender within the validity period of the tender. The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to State Bank of India, Corporate Accounts Group Branch, 4th and 5th Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001 (Branch Code: 17313, IFSC code-SBIN0017313, SWIFT CODE- SBININBB824</p> <p>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).</p>
45	EMD amount must reach us before the techno-commercial opening (as per tender schedule). In case vendor fails to submit the requisite EMD, prior to bid opening (as per tender schedule), the offer is liable to be rejected and may not be opened.
46	<p>SECURITY DEPOSIT –CUM- PERFORMANCE BANK GUARANTEE [SD-CUM-PBG]:</p> <p>Security deposit-cum Performance bank Guarantee will be furnished by the successful tenderer, for the faithful execution of the Purchase Order, within 15 days of issue of Purchase Order. SD-CUM-PBG will be @ 10 % of PO value, as detailed below:-</p> <p>a. SD-CUM PBG can be submitted through e-transfer in NFL account through RTGS/NEFT.</p> <p>b. Cheques will not be accepted.</p> <p>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 Proforma specified by NFL (as per ANNEXURE-B) for SD-CUM-PBG for the faithful and proper fulfillment of the contract The Bank Guarantee must be valid till the Delivery Period plus Warranty Period of Street Light Fixture together with claim period of three months. The Bank Guarantee must be directly sent to NFL by your Bank through regd, AD.</p>

	<p>The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to State Bank of India, Corporate Accounts Group Branch, 4th and 5th Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001 (Branch Code: 17313, IFSC code-SBIN0017313, SWIFT CODE- SBININBB824).</p>
	d. Cheques will not accept in any case.
	e. The SD-CUM-PBG will be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the Bank Guarantee extended as asked for by NFL, else NFL, at its sole discretion may call upon the Bank to pay the whole or part of the amount of Bank Guarantee.
	f. The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, NFL will have the right to encash the Bank Guarantee/SD-CUM-PBG either the whole or part of value of Bank Guarantee or SD-CUM-PBG and tenderer will make good the value of Bank Guarantee/SD-CUM-PBG to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.
	g. The amount so drawn will not in any way effect any remedy to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.
	h. In the event of the forfeiture of whole or part of the SD-CUM-PBG the tenderer will deposit further sum/sums, so as to maintain the full SD-CUM-PBG amount.
	i. The SD-CUM-PBG will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the SD-CUM-PBG or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.
	The SD-CUM-PBG will not carry any interest.
47	The prices quoted shall be exclusive of all taxes and duties as may be applicable presently or imposed by Govt of India from time to time.
48.1	Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017 BE-II dated 15 th June 2017 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 ordinarily be 50%.
	(b) Margin of Purchase Preference: - The margin of purchase preference shall be 20%.
48.3	In case of procurement for a value up to Rs 10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs 10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from 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	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.
50	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).
51	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.
52	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.

TECHNO-COMMERCIAL BID FORMAT

Sl no.	DESCRIPTION	NFL Requirement As Per NIT	Vendor comments
1	1922941	Supply, Errection, Testing, Installation and Commissioning of Solar based MNRE approved Street Lights 18WATT as per Annexure-1. Quantity : 325 Nos	
2	*	Only MSEs(Micro & Small Enterprisers) vendors are invited to submit their online tender	
	Type of Tender	Two Part Bid	
3.1	TECHNICAL SPECIFICATION	Please confirm acceptance of all technical terms and conditions of Annexure-1	
3.2	ELIGIBILITY CRITERIA	Bidders shall agree to the eligibility criteria for the tender (Attached as Annexure- II) and shall upload necessary documents (duly indexed and numbered) mentioned in it. Any offer not meeting the eligibility criteria shall be rejected.	
3.3	Guarantee/ Warranty Certificate for Street Light Fixture	You shall furnish a Guarantee/warranty certificate for your Offered LED Luminaires that Offered LED Luminaires shall be warranted for a period of 18 months from the date of receipt by NFL. During the Warranty/guarantee period, if any defects are found with the LED luminaires, the same shall be attended and replaced by supplier without any cost to NFL. All costs of any replacement, shipping, labour and other related expenses incurred in connection with the return, replacement, installation and commissioning of LED luminaires shall be in the account of supplier.)	
3.4	Guarantee/ Warranty Certificate for Battery	Rechargeable maintenance free Tubular plate Lead acid 12 V/75 AH @C10 Capacity battery with five years warranty from the date of supply, housed in a corrosion proof at least 22 SWG GI Box having lookable arrangement.	
3.5	Bid Evaluation	Bids shall be evaluated on overall lowest basis total order value by adding price/charges for supply and Errection, installation & commissioning ,testing of Solar Street Lights.	
4	SD-CUM-PBG	SD-CUM-PBG will be @ 10 % of PO value. as detailed in clause no 46 of tender document.	
5	AUTHORIZATION	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.	
6	VALIDITY OF BID	Bid must be valid for 120 days from tender opening date.	
7	PAYMENT TERMS	70% payment of supply portion alongwith 100% taxes & duties shall be released within 30 days subject to receipt, acceptance of material at our site and remaining 30% payment for supply portion and 100% payment towards installation & commissioning shall be released within 30 days after successful installation & commissioning of material at our site by way of Electronic Fund Transfer (EFT). You will inform your bank account no., name and place of branch and branch code no., so that your payment can be released through EFT Any Bank Charges for this facility of direct credit by State Bank of India, to their bank account will be borne by the party/ tenderer. We have our account with State Bank of India (SBI), NayaNangal, who have Electronic Fund Transfer (EFT) facility, in its NayaNangal branch and some other important branches. In case, you have your account with SBI, in a branch having EFT facility, you may inform your bank account no., name and place of branch and branch code no., so that your payment can be released through EFT Any Bank Charges for this facility of direct credit by State Bank of India, to their bank account will be borne by the party/ tenderer.	
8	Mode of Payments	Electronic Fund Transfer (EFT)/ RTGS only. Tenderer/Party is requested to provide their 11 digit Core Banking Account No., enabling NFL to arrange the transfer of due payment in their account directly through our SBI Branch situated in NayaNangal complex. Any Bank Charges for this facility of direct credit by State Bank of India, NayaNangal to their bank account will be borne by the party/ tenderer.	
10	DELIVERY PERIOD	Kindly mention your minimum delivery period in weeks/months	
11	Installation, Testing & commissioning Period	Vendor shall quote minimum period for Installation, Testing & commissioning in weeks/ months	

12	ADDRESS	Please mention the complete address of your factory/works/office on which PO needs to be placed in event of placement of order.	
13	GSTIN CODE	Please submit GSTIN Code of your factory/works/office on which PO needs to be placed in event of placement of order.	
14	PAN	Please mention your PAN no.	
15	BANK CHARGES	Bank Charges shall be to supplier's account.	
16	BANK DETAILS	Please mention your complete Bank details and upload a copy of cancelled cheque.	
17	BASIS OF PRICES	Please confirm that quoted prices are on F.O.R. NFL Stores basis.	
	UNIT OF MEASUREMENT	No	
18	Packing Material	Material should be properly packed to avoid any damage during transit.	
19	P&F	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	
	FREIGHT	In case Freight charges extra, please mention freight charges from dispatching station to NFL Nangal 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.	
20	*	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.	
21	FIRM PRICES	Please confirm that the 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.	
22	MSE	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 here and also upload a copy of the valid certificate issued by the concerned authorities.	
23	MSE- SC/ST	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.	
24	MSE- Women	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.	
25	MSME- SAMADHAAN & "TReDS"	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.	
26	MAKE IN INDIA	Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017 BE-II dated 15" June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) as detailed at Sl No. 48.1 to 48.9 of tender document shall confirm the same here and provide self-certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made.	
27	LIQUIDATED DAMAGE	Please confirm your acceptance of liquidated damage as per clause 17 of this NIT.	
28	SPLITTING OF ORDER AMONG BIDDERS	NFL shall have sole and unfettered discretion to place Purchase Orders on multiple suppliers for quantities, which will be distributed amongst the tenderers in a just manner.	
29	BLACK-LISTING/ DELISTING	Bidders shall give Self certification that they have not been blacklisted/Delisting by any government department/public sector undertaking/co-operative Unit. Offers of such blacklisted/Delisted bidders shall not be considered.	
30	NO RELATION	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).	

31	*	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).	
32	*	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.	
33	JURISDICTION	All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in Anandpur Sahib court only in Ropar district in the State of Punjab	
34	*	Force majeure and arbitration clause shall be applicable as per clause no. 29 & 31 of tender documents.	
35	ANY OTHER COMMENT /INFORMATION REMARKS	NO DEVIATION TO THE ANY TERMS & CONDITIONS OF NIT ARE ALLOWED. THE OFFER WITH ANY CONDITION / DEVIATIONS ARE LIABLE TO BE REJECTED AT SOLE OPTION OF NFL. HOWEVER VENDOR MAY OFFER COMMENT, IF ANY.	
36		Please confirm acceptance of all the above terms and conditions of this Tender Document.	
37	SIGNED NIT	Please upload signed copy of NIT towards token of acceptance of all terms and conditions.	
38	CONTACT DETAILS	Please mention Name, Mobile no. and email id of your concerned person for any techno-commercial clarification in future.	

PRICE BID FORMAT

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

1. Price Bid Supply

Sl. No.	Item Description	Qty (in Nos)	HSN Code	Basic Price - Per unit (In Rs) (1)	P&F Charges Per Unit (in %)	P&F Charges Per Unit (In Rs) (2)	Base Price in Rs.(1+2) (3)	GST Charges (in %) (applicable on 3)	GST Charges (in Rs.) (4)	Freight charges, (upto Nangal) per Unit (in %) on 1	Freight charges, (upto Nangal) per Unit (in Rs) (5)	Per unit GST rate (in %) applicable on Freight	Per unit GST (in Rs) applicable on 5 freight (6)	Per Unit Landed price Per unit(In Rs.) (3+4+5 =6)	Total Landed price (In Rs.)
1	Supply of Solar based MNRE approved Street Lights 18WATT as per Annexure-1. Quantity : 325 Nos.	325													

Note: The above quotation has been prepared after taking into account all the terms and conditions of Tender Document Downloaded by us.

2. Price for Installation & Commissioning

Sr. No	Item Description	Qty. [In NO.]	Per Unit installation and commissioning charges (In Rs.) (1)	GST on installation and commissioning (In %)	Per Unit GST (In Rs.) (2)	Per Unit Total Landed Rate of installation and commissioning In Rs. (1+2)	Total Landed Rate of installation and commissioning In Rs.
1	Errection, Testing, Installation and Commissioning of Solar based MNRE approved Street Lights 18WATT as per Annexure-1. Quantity : 325 Nos.	325					
	TOTAL						

Note: The above quotation has been prepared after taking into account all the terms and conditions of Tender Document Downloaded by us.

		ANNEXURE-1
	Tender No	SE/2019/45
	Vender Name	
S.No	Parameter	Party Comments Agree/Not Agree
1	Supply ,erection,Testing,installation and commisioning of the solar based MNRE approved solar street lights.	
	Specifications-	
2	LED based IP-55 street light fixture having approx. 1400 Lumens consisting of super bright white color LED with a view angle of 120 Degrees with warranty of 18 months from date of supply.	
3	Light fitting mounted on B Grade GI Pole height 6 Mtr and 3 Inch Dia.	
4	Rechargeable maintenance free Tubular plate Lead acid 12 V/75 AH @C10 Capacity battery with five years warranty from the date of supply,housed in a corrosion proof at least 22 SWG GI Box having lookable arrangement.	
5	MNRE approved PV Module of capacity not less than 100 Wp under STC and facility to On and OFF the light for automatic Dusk to Dawn operation with warranty of 18 Months from date of supply.	
6	Electronics should have temperature compensation for proper charging of battery throughout the year.	
7	Having all neccessry protection like battery overcharge and deep dischrge, battery reverse polarity ,short cicuit ,over load ,reverse current flow etc.	
8	Material and manpower required for civil work shall be arranged by party.	
9	NFL will provide loaction for instllation of lights.	
10	The party will arrange or proper display of matter viz Logo,name of NFL ,any other text as appropriate on the box as well as on pole in consultant with the concerned official.This will be done with the help of skilled painter/sticker etc.	
11	Any other accesorsirs /machinery /manpower /work not explicitly mentioned here but required for the completion of the work and proper functioning of the street lighthing system will be rrangeed by the party.	
12	Lights are to be installed in 15 different villages near to NFL Naya Nangal Punjab.Pary shall quote minimum : Delivery time - Installation /commisioning time-	
	Specifications-	
13	LED Light-18 Watts	
14	LED efficiency-1400 Lumens	
15	LED View Angle-120 Degrees	
16	LED Type-Brighr White Color	
17	LED Life Expectancy-50,000 Hrs	
18	Solar Photo Voltaic Module-100 Pmax(Wp) approved by MNRE	
19	Battery/Volatge rating -12 V-75 AH	
20	Battery-Exide 75 AH C10 with 5 years Warranty	
21	Battery Box-MS	
22	Pole-6 Mtr,3 Inch Dia GI Calss B,Stanadrd ISI Grade B	

Annexure-II

<u>ELIGIBILITY CRITERIA FOR SUPPLY AND INSTALLATION OF SOLAD LED STREET LIGHTS.</u>		
		Tender No
<u>Sr. No.</u>	<u>Conditions</u>	<u>Documents required</u>
1	<p>The bidder must have supplied such solar LED street light fittings/ Similar Items to PSUs/Govt. Departments/ reputed large private organizations. Thus, the party must submit executed PO copies for supply of solar LED fittings and luminaires to PSUs/Govt. departments / reputed large private organizations during the last 7 years ending one month before issue of NIT at least one of the following:</p> <p>1) Three purchase orders for SUPPLY OF SIMILAR LED LIGHT FITTINGS during last 7 years of value not less than Rs.26.4 lakhs. (OR)</p> <p>2) Two purchase orders for SUPPLY OF SIMILAR LED LIGHT FITTINGS during last 7 years of value not less than Rs.33.1 lakhs. (OR)</p> <p>3) One purchase order for SUPPLY OF SIMILAR LED LIGHT FITTINGS during last 7 years of value not less than Rs.52.9 Lakhs.</p>	Bidder shall furnish duly self-attested copies of purchase orders and satisfactory completion certificates (mentioning the executed value) along with Name, Address & Contact number of the issuing authority during the last seven years as on previous to the month in which NIT is published.
2	Definition of Similar Items:	Solar LED light fittings having same or higher wattage
3	The average financial turnover during the last 3 years , ending on 31.03.19 should be at least Rs.19.8 Lakhs.i.e. for the Financial year 2016-17 & 2017-18 ,2018-2019.	Bidder shall submit Copies of Audited Balance Sheet/ Profit & Loss Account for the last three Financial years 2016-17 & 2017-18 ,2018-2019.
4	The bidder should be in the field of manufacturing similar LED fittings for a period of at least 2 years and shall have experience of design, manufacturing, supply of similar LED fittings. Copy of industrial license or NSIC registration certificate or any other similar document in support of bidder being a manufacturer must be submitted	
5	In case bidder is quoting on behalf of manufacturer, then a valid copy of authorization letter/dealership certificate issued by manufacturer with specific authorization for this particular tender, must be submitted in such case, the manufacturer should meet the above criteria.	

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 - B

(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)

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
	<u>Against submission of</u>	
1.	Drawing	Full delivery period less one month
2.	Against drawing Approval	Full delivery period less one month
3.	Against placement of PO for raw material	a. If delivery period < 8 months Full delivery period less two months b. If delivery period > 8 months Full delivery period less three months
4.	Against Shipment of raw materials	Full delivery period less five months or five months whichever is more
5.	Against Receipt of raw materials	Full delivery period less six months or four months, Whichever is more
6.	Against Payment for dispatch of materials/through bank	a. Foreign Bidders Three months. b. Indian Bidders Depending on Delivery Conditions viz. Ex-works – one and half months FOR destination –one month
7.	Against Payment within 30 days	Nil.

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

- **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

(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:

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

i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME) :

- National Small Industries Corporation (NSIC)
- District Industries Centres (DIC)
- Coir Board
- Khadi and Village Industries Commission(KVIC)
- Khadi and Village Industries Board(KVIB)
- Directorate of Handicrafts and Handloom

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

- District/Additional District Magistrate /Collector/Deputy Commissioner/Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner.
- Chief Presidency magistrate /Additional Chief Presidency magistrate/Presidency magistrate.
- Revenue Officer not below the rank of Tehsildar.
- Sub-divisional Officer of the area where the individual and/or his family normally resides.

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

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

(b) Purchase Preference for MSE:

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

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

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

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

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

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

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

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

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

अरुण कुमार पण्डा
सचिव
Arun Kumar Panda
Secretary



MSME

भारत सरकार
सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय
उद्योग भवन, राफी मार्ग, नई दिल्ली-110 011
GOVERNMENT OF INDIA
MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES
UDYOG BHAWAN, RAFI MARG, NEW DELHI-110 011
13th November, 2018

D.O. No. 21(8)/2018-MA

Dear *Secretary*,

As you must be aware, Hon'ble PM has launched a far reaching Support and Outreach initiative for the benefit of Micro, Small and Medium Enterprises (MSME). One of the key announcements made in this regard is the amendment to the Public Procurement Policy (PPP). The changes effected therein are expected to improve the market accessibility and enhance competitiveness of the MSEs. They will also help in women empowerment.

2. The amendments so effected have been duly notified vide Government of India Gazette Notification S.O. 5670(E) dated 9th November, 2018. A copy is enclosed herewith for ready reference.

3. The amendments made in the PPP are as follows:-

- (a) Increase in percentage of procurement of goods and services by Government Departments/CPSEs from MSEs from the present at least 20% to at least 25% of their total procurement; and
- (b) Provide a minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation.

4. It may please be noted that the amended policy has come into force with immediate effect i.e. from 9th November, 2018 (date of the publication of the notification).

5. I shall be grateful if all the CPSEs under your control are advised to implement the above changes made to the Public Procurement Policy and to provide information on procurements made from MSEs owned by women. MSME SAMBANDH Portal has been updated accordingly for the benefit of the CPSEs.

6. Top Priority may kindly be accorded to this matter.

Regards,

Yours sincerely,
Arun Kumar Panda
(Arun Kumar Panda)

To
Secretaries (All Ministries & Departments)

Copy to: Chief Secretaries, All States / UTs

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

ORDER

New Delhi, the 9th November, 2018

S.O. 5670(E).—In exercise of powers conferred by section 11 of the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006), the Central Government hereby makes the following amendments to the Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 namely :—

1. (i) This Order may be called the Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018.
(ii) This shall come into force on the date of its publication in the Official Gazette.
2. Throughout the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, (hereinafter referred to as the said Order), for the figures and word "20 per cent", wherever they occur, the figures and word "25 per cent" shall be substituted.
3. After paragraph 4 of the said Order, the following paragraph shall be inserted, namely:-
"4A. Special provision for Micro and Small Enterprise owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

[F. No. 21(22)-2018-MA]

RAM MOHAN MISHRA, Addl. Secy. & Development Commissioner