# अनुबंध|Contract



**अनुबंध क्रमांक|Contract No:** GEMC-511687782564292

अनुबंध तिथि Generated Date : 14-May-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2023/B/4100391</u>

संगठन विवरण|Organisation Details

प्ररूप|Type : Central PSU

मंत्रालय|Ministry : Ministry of Chemicals and Fertilizers

विभाग|Department : Department of Fertilizers संगठन का नाम|Organisation Name : National Fertilizers Limited (NFL)

कार्यालय क्षेत्र|Office Zone: Vijaipu

खरीदार विवरण | Buyer Details पद | Designation : Anantana

पद|Designation : Anantanand Yadav संपर्क नंबर|Contact No. : 07544-273050-2301

ईमेल आईडी|Email ID : buycon72.nfln.mp@gembuyer.in

जीएसटीआईएन|GSTIN: 23AAACN0189N2ZB

पता|Address : NATIONAL FERTILIZERS LIMITED VIJAIPUR, GUNA, MADHYA PRADESH-473111, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति IFD Concurrence : No

प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval :

General Manager (O & M)

General Manager (O & M)

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role: PAO भुगतान का तरीका| Offline

Payment Mode:

पद|Designation : Accounts Officer

ईमेल आईडी|Email ID : pay2.nfln.mp@gembuyer.in

जीएसटीआईएन|GSTIN : 23AAACN0189N2ZB

पता|Address: NATIONAL FERTILIZERS LIMITED VIJAIPUR, GUNA, MADHYA PRADESH-473111, India

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : 6IDZ220007526342

कंपनी का नाम | Company Name : AZURE INFRASTRUCTURE CONSTRUCTION COMPANY

संपर्क नंबर|Contact No. : 09216723546 ईमेल आईडी|Email ID : sssivia10@gmail.com

पता| Address : 252,GREEN CITY II, BARNALA BYPASS ROAD, BATHINDA,

Bathinda, PUNJAB-151001, -

एमआईआई स्थिति | MII Status : True एमएसएमई सत्यापित | MSME verified : No

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-PB-03-0010597

एमएसई सामाजिक श्रेणी|MSE Social Category : General एमएसई लिंग श्रेणी|MSE Gender : Male

जीएसटीआईएन|GSTIN: 03AAYFA9631P2ZN (R)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : The detailed purchase order will be issued by the NFL. The terms and conditions will be applicable as per the detailed Purchase order and GEM purchase order issued by NFL.

# उत्पाद विवरण|Product Details

#	आइटम विवरण Item Description	आइटम विवरण  Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)  Unit Price (INR)	कर विभाजन (INR)  Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)  Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : Supply and Installation of Zn-Al alloy iron profile sheet ब्रांड   Brand : M/s Azure Infrastructure Construction Co. ब्रांड प्रकार   Brand Type : Unbranded कै.टलॉग की स्थित   Catalogue Status: Catalogue not verified by OEM कै.से बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्षांच   Category Name & Quadrant : Supply and Installation of Zn-Al alloy iron profile sheet (Q3) मॉडल   Model: As Per Tender Documents एचएसएन कोड   HSN Code: HSN not specified by seller	6,400	square meter	870	NA	5,568,000
कुल	न ऑर्डर मुल्य  Total Order Value (in INR)					5,568,000

# परेषिती विवरण|Consignee Detail

क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर  Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है  Delivery Start After	वितरण पूरा कब तक करना हैं  Delivery To Be Completed By

1 संपर्क Contac जीएसटीआईएन  पता Address	mail ID : buycon134.nfln.mp@gembuyer.in	Supply and Installation of Zn-Al alloy iron profile sheet	-	6,400	14-May-2024	19-Apr-2025
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### Product Specification for Supply and Installation of Zn-Al alloy iron profile sheet

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

# विक्रैता विशिष्टता दस्तावेज़|Seller Specification Document:

	mkp.gem.gov.in/catalog_data/catalog_support_document/25/71/740/CatalogAttrs/SpecificationDoc ument/2024/1/17/2024_01_17_11_41_29_docsazure_2024-01-17-11-41- 35_3165959bc4a4d1d2ad24749c143d43bf.p df
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### खरीदार विशिष्टता दस्तावेज़|Buyer Specification Document:

		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/8765820/54/78/703/Catal
1 (200	<u>SpecificationDocument</u>	ogAttrs/SpecificationDocument/2023/10/17/scope_of_profile_sheeet_2023-10-17-15-01-
1. <u>Spec</u>		56_4153acbfbbb4479
		9372eb91fa79de587.pdf

### शुद्धिपत्र|Corrigendum

1. तक बढ़ाया गया|Extended Upto: 2024-01-05 15:00:00 2. तक बढ़ाया गया|Extended Upto: 2024-01-17 13:00:00

# खरीदार द्वारा जोड़ी गई बोली का विशिष्ट अतिरिक्त कार्य|Buyer added Bid Specific Additional Scope of Work

क्र.सं S.No	दस्तावेज़ का शीर्षक Document Title	विवरण Description	लागू आईआरओ सामान Applicable i.r.o. Items
1	Supply and Installation of Zn-Al Alloy Iron Profile Sheet View	Supply and installation of Zinc- Aluminium alloy pre coated iron profile sheets of make TATA/ NATIONAL/ JSW/ ASIAN/ APPOLO or equivalent having minimum thickness 0.45 mm, total coated thickness in 240 mpa steel grade of required size, shape and colour with superior paint. ( Detailed description as per schedule of Rates (SOR) and special Rates at Page no. 6 of Bid Document)	Supply And Installation Of Zn- Al Alloy Iron Profile Sheet(6400)

# ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	ICICI
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	10.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा |The bidder shall furnish ePBG as applicable as per bid's terms and conditions

### नियम और शर्तें|Terms and Conditions

### 1. General Terms and Conditions-

- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

# 2. Buyer Added Bid Specific Terms and Conditions-

# 2.1 Generic.

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2.2 Generic.

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

### 2.3 Generic.

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 2 4 Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### 2.5 Scope of Supply.

Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods

#### 2 6 Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

#### 2.7 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

#### 2.8 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

### 2.9 Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

### 2.10 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

### 2.11 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

### **National Fertilizers Limited**

### payable at

State Bank of India, NFL Vijaypur Branch (Code: 30282), NFL Complex, Vijaypur-473111, Dist. Guna (MP)

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 2.12 Financial Criteria:

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

### 2.13 Buyer Added Bid Specific ATC:

**Buyer Added text based ATC clauses** 

Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per purchase order / contract within 30 days of receipt of bill by NFL, complete in all respects.

# Payment of final bill shall be released within 30 days after receipt of bill completed in all respect.

### 2.14 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document Click here to view the file .

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पुर्जों / उपभोग्य सामग्रियों के लिए प्रस्तावित मूल्य|Price Offered for Spares / Consumables:

पुर्जों / उपभोग्य सामग्रियों के दस्तावेज़ लिक के लिए प्रस्तावित मूल्य|Price Offered for Spares / Consumables Document link

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.