



नेशनल फर्टिलाइजर्स लिमिटेड

(भारत सरकार का उपक्रम)

विजायपुर इकाई: विजायपुर - ४७३१११

जिला: गुना (म.प्र.)

दूरभाष: 07544 ज 273691 / 273050

फैक्स: 07544-273089



National Fertilizers Limited

(A Government of India Undertaking)

Vijaipur Unit: Vijaipur - 473111

Dist: Guna (MP)

Phone: 07544 – 273691 / 273050

Fax: 07544 – 273089

21.02.2024

NIT No.: NFV/PUR/AMU230537+AMA230540-B

NOTICE INVITING TENDER

(Single Part Bidding)

GeM Tenders under Single Part Bid system are invited for the Supply of Material as per specifications mentioned in **Annexure-I**

Tender No. and Date	NFV/PUR/AMU230537+AMA230540-B Dated: 21.02.2024	
Description of Work	SUPPLY OF MECHANICAL SEAL & SPARE	
Type of Bid	Single Part Bid	
Earnest Money Deposit	Rs. 15,000/- (Rupee Fifteen Thousand Only)	
Security Deposit-cum-Performance Bank Guarantee (SD-cum-PBG)	05% (Five Percent) of Order Value	
Type of Tender	Proprietary Tender	
Offer Validity period	Minimum 120 days from tender opening date or as per GeM	
Important Dates	Start Date and Time for downloading of Tender Documents	As per GeM
	Last Date and Time for submission of E-Bids	
	Start Date and Time for opening of Part-I Tender (i.e., Un-priced Bids)	
	Date and Time for opening of Priced Bids (Part-II)	
List of Annexure	Annexure-I	List of Material
	Annexure-II	Techno-Commercial Terms
	Annexure-III	EMD, SD cum PBG Clause, LD Clause
	Annexure-IV	Bid Security Form
	Annexure-V	Security Deposit-cum-Performance Bank Guarantee Form
	Annexure-VI	Self-Certification Form: Make in India (Local Content)
	Annexure-VII	Model Clause Certificate: Public Procurement

कॉर्पोरेट कार्यालय: ए-11, सेक्टर - 24, नोएडा - 201301 (उ.प्र.), दूरभाष: 0120-2412383, फैक्स: 0120-2422384

Corporate Office: A-11, Sector – 24, NOIDA – 201301 (U.P.), Tel: 0120 – 2412383, Fax: 0120 - 2412384

पंजीकृत कार्यालय: स्कोप कॉम्प्लेक्स, कोर-III, 7, इंस्टीट्यूशनल एरिया, लोधी रोड नई दिल्ली - 110003, दूरभाष: 24360066, फैक्स: 24361553

Regd. Office: Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi 110003 • Tel: 24360066 • Fax: 24361553

CIN No. L74899DL1974GOI007417

Website: <http://www.nationalfertilizers.com>

Facebook: @nationalfertilizers



NIT No.: NFV/PUR/AMU230537+AMA230540-B Dated: 21.02.2024

LIST OF MATERIAL

SI NO	ITEM CODE	DESCRIPTION	QUANTITY	UOM	BIDDER's COMMENT
FOLLOWING ITEMS (SI #: 1 TO7) REQUIRED FOR SEAL TYPE: LL9UC 40 MM. DRAWING: A00141BC. SEAL MAKE: M/s EAGLE BURGMANN LTD, PUNE. PUMP MAKE: M/S BP&CL, NAINI. PUMP MODEL: SMK 2X3X8L. EQPT. TAG NO. – 31/41-P-52 A/B					
1	UP1052737	SEAL RING; PART NO.: 200.00; SEAL TYPE: LL9UC 40 MM; DRAWING NO.: A00141BC; EQPT. TAG NO.- 31/41-P-52 A/B; EQPT. NAME - V-6 FEED PUMP	2	NO	
2	UP1052738	MATING RING; PART NO.: 300.00; SEAL TYPE: LL9UC 40 MM; DRAWING NO.: A00141BC; EQPT. TAG NO.- 31/41-P-52 A/B; EQPT. NAME - V-6 FEED PUMP	2	NO	
3	UP1052739	O-RING; PART NO.: 111.50; SEAL TYPE: LL9UC 40 MM; DRAWING NO.: A00141BC; EQPT. TAG NO.- 31/41-P-52 A/B; EQPT. NAME - V-6 FEED PUMP	2	NO	
4	UP1052740	O-RING; PART NO.: 111.30; SEAL TYPE: LL9UC 40 MM; DRAWING NO.: A00141BC; EQPT. TAG NO.- 31/41-P-52 A/B; EQPT. NAME - V-6 FEED PUMP	2	NO	
5	UP1052741	O-RING; PART NO.: 111.20; SEAL TYPE: LL9UC 40 MM; DRAWING NO.: A00141BC; EQPT. TAG NO.- 31/41-P-52 A/B; EQPT. NAME - V-6 FEED PUMP	2	NO	
6	UP1052742	O-RING; PART NO.: 111.05; SEAL TYPE: LL9UC 40 MM; DRAWING NO.: A00141BC; EQPT. TAG NO.- 31/41-P-52 A/B; EQPT. NAME - V-6 FEED PUMP	2	NO	
7	UP1052743	O-RING; PART NO.: 111.04; SEAL TYPE: LL9UC 40 MM; DRAWING NO.: A00141BC; EQPT. TAG NO.- 31/41-P-52 A/B; EQPT. NAME -V-6 FEED PUMP	2	NO	
FOLLOWING ITEMS (SI #: 8 TO 9), REQUIRED FOR MAINTENANCE OF COOLING WATER PUMP					
8	AP3801748	SET OF O RING (ELASTOMERS); CONSISTS OF PART NOS. 111. 00, 111.05, 111.20, 111. 30, 555. 05, 555.20; FOR MECH SEAL; MAKE: EAGLE BURGMANN; TYPE SP1 0125; DRAWING NO. C02599AC.	4	ST	
9	AP3801798	COMPLETE MECHANICAL SEAL; MAKE: EAGLE BURGMANN; TYPE SP1 0125; AS PER DRAWING NO. C02599AC WITH GLAND PLATE AND SLEEVE.	2	ST	



NIT No.: NfV/PUR/AMU230537+AMA230540-B Dated: 21.02.2024

TECHNO COMMERCIAL TERMS

Name of the Bidder		M/s	
Quotation Reference & Date			
S.No.	Description	NFL Requirement as per NIT	Bidder's Comment
1	Item Description	As per Annexure-I	
2	Quantity Required	As per Annexure-I	
3	Mode of Tendering	The Tender will require to be submitted electronically on GeM Portal https://gem.gov.in/ only. No Oral, Email, Telephonic, Telegraphic tenders or Tenders submitted in hardcopies / physical form will be entertained.	
4	Price Basis	Confirm that quoted prices are on FOR NFL Vijaipur basis, which include all Taxes, Duties, Freight, Insurance etc if any, as NFL will not pay extra.	
5	Earnest Money Deposit (EMD)	EMD of Rs. 15,000/- (Rupees Fifteen Thousand only) as per Annexure-III. Bidders shall indicate the details of DD / BG here. (Scanned copy of DD/BG to be uploaded)	
6	Security Deposit cum Performance Bank Guarantee (SD-cum-PBG)	Successful Tenderer will have to furnish SD-cum-PBG equivalent to 05% of Order Value for the faithful and proper fulfillment of the contract as per Annexure-III. Tenderers shall confirm their acceptance for the same.	
7	Offer Validity	Offers should be valid for 120 Days from bid opening date. Vendors to confirm their acceptance	
8	Payment Terms	100% payment within 30 days after receipt, acceptance of material at site	
9	Delivery Period	As per GeM	
10	Guarantee Certificate	The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 12 months from the date of commissioning or 18 months from the date of Supply whichever is earlier. In case the material fails during guarantee period due to defective material or bad workmanship, you will have to replace/rectify the same free of cost. The guarantee certificate should indicate our order number and your invoice number. Guarantee Certificate shall be submitted along with despatch documents without any extra cost to NFL.	
11	Interchangeability Certificate	Bidder to confirm to provide Interchangeability Certificate along with supply (without any extra cost to NFL) certifying that supplying Materials are interchangeable with existing Parts	



12	Enhancement of Rates after submission of Quotation not allowed	No enhancement of rates will be allowed once the quotation is submitted / accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.	
13	Price Firmness	Vendors to confirm that the quoted prices will remain firm till execution of the PO except variations in statutory duties/taxes.	
14	Packing	Shall be securely packed before dispatch so as to avoid any damage during transit. Please mention Net Weight/Gross Weight/Dimensions and Size of Packages etc. of the item being offered	
15	Clear Understanding	When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.	
16	Relationship	It shall be certified by the Tenderers that none of NFL employee is related to Owners/ Directors of their Company/Firm (In case any relative is working in NFL, furnish details separately).	
		It shall be certified by the Tenderers that none of NFL's ex-employee is employed in their Company/Firm (In case any ex-employee of NFL is employed, furnish details separately)	
		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.	
17	Debarment of Tenderers	If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/rigging/influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders up to a period of two (2) years.	
18	Blacklisting / Delisting of Bidders previously	It shall be certified by the Tenderers that they have not been delisted/blacklisted by any Institutional Agency/Govt. Department/Public Sector Undertakings for participation in the Tenders and no other Firm/Sister Concern/ Associate belongs to the same group is participating/submitting the tender against this Tender	
19	Award of Contract	Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodies in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.	



20	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.	
21	Compliance to statutory requirements / laws (for Indian Bidders)	The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.	
22	Laws governing Purchase Order	The purchase order shall be governed by the Laws of Union of India for the time being in force.	
23	Subletting of Contract Not allowed	The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.	
24	Disputes	In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof (Applicable for Indian Bidders) and in accordance with Rules of ICC (for Overseas Bidders).	
25	Jurisdiction	All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in the Courts located at Guna in the Guna district of Madhya Pradesh State.	
26	Liquidated Damage (L.D)	For delay in supply of material from contractual delivery, the L.D Clause (Annexure-III) will be applicable.	
27	MSME Clause	In case you are registered as MICRO/SMALL Enterprise (MSEs) under The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME.	



28	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	
29	Arbitration	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. (Appropriate designated authority may be inserted as per contract value). 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.	
30	GST Details	Our GST Registration details are as under: Taxpayer Trade Name: NATIONAL FERTILIZERS LTD VIJAIPUR GUNA; Taxpayer Legal Name: NATIONAL FERTILIZERS LTD; ID No. 23AAACN0189N2ZB.	
31	GST, PAN, Bank Detail & HSN Code	<ol style="list-style-type: none"> 1. Submit GST Certificate 2. Submit PAN Card 3. Submit Bank Mandate & Cancelled Cheque 4. HSN Code details for offered item 5. Rate of GST considered in Offered Price 	



32	Governing GTC	This Bid is also governed by the latest General Terms and Conditions (GTC) of GeM. However, the clauses regarding Payment Terms, Guarantee/ Warrantee & etc if any shall be as per our NIT.	
33	Evaluation of Bids	Evaluation of the technically accepted bids shall be done on Total Landed Value at NFL site, Vijaipur which inclusive of all Taxes, Duties, Freight & all other charges leviable to NFL	
34	Acceptance of NIT Terms and Conditions and uploading of complete Set of Tender Enquiry	Vendors will confirm their acceptance to the Terms and Conditions of the NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions.	
35	Any Other Comment / Information /Remarks	No Deviation to the Terms & Conditions of NIT is allowed. Offers with any condition/deviation are liable to be rejected at Sole option of NFL. However, Vendor may offer comment, if any.	
36	Contact details	Please give the contact no & e-mail ID of person who is competent for any clarification regarding your offer	
37	Documents required with offer	1. Detailed Technical Catalogue / drawing / datasheet	
		2. Point wise complied Annexure-I	
		3. Point wise complied Annexure-II	
		4. Purchase Preference under Make in India (Annexure-VI)	
		5. Model Clause of Procurement (Annexure-VII)	
		6. Earnest Money Deposit (EMD)	
		7. Provide Details regarding Material of Construction, Drawing No, Part No & Size for Item (SI #: 1 to 7) mentioned in Annexure-I	
		8. Complete Set of Duly signed & stamped NIT Document	
38	Documents to be submitted with supply (without any extra cost to NFL)	1. Guarantee / warranty certificate	
		2. Interchangeability Certificate	
		3. Diagram of Mechanical Seal for Item SI #: 1 to 7	
		4. Other Document if any	
39	Proprietary Tender Clause	This notice is being published for information only and is not an open invitation to quote in this Proprietary tender. Participation in this tender is by invitation only and is limited to the selected Procuring Make only i.e., M/s Eagle Burgmann Ltd. Either direct OEM or Authorized Dealer with valid Authorization Certificate can participate in this tender. Unsolicited offers are liable to be ignored / rejected	



NIT No.: NFV/PUR/AMU230537+AMA230540-B Dated: 21.02.2024

EMD, SD-cum PBG CLAUSE, LD CLAUSE

1.0 Earnest Money Deposit (EMD):

1.0.1 Tenderer must submit Earnest money deposit of **Rs. 15,000/-** (Rupees Fifteen Thousand only). EMD can be submitted by way of:-

- i) E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as under:-
 - a. NFL's Account No. **1 0 3 4 6 6 7 3 3 1 1**
 - b. Name of Bank: **State Bank of India**
 - c. Branch Name: **NFL Vijaypur (NFL Complex)**
 - d. Branch Code: 30282
 - e. IFS Code: **SBIN0030282**

After depositing the amount through RTGS/NEFT, the bidders will be required to immediately inform us the details of amount deposited i.e. Depositor's name, our NIT No. and nature of deposit (i.e. EMD/SD-PBG etc.) through e-mail to facashvp@nfl.co.in.

or

- ii) Crossed Demand Draft favouring National Fertilizers Ltd. issued by any Nationalized/Scheduled Bank payable at State Bank of India, NFL Vijaypur Branch (Code: 30282), NFL Complex, Vijiapur-473111, Dist. Guna (MP) (Details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

or

- iii) Bank Guarantee from any Scheduled/Nationalized Bank (except Rural/Co-Operative Banks) as per prescribed format (Annexure-IV). The Bank Guarantee should be valid for a period of 120 days from Tender Opening Date and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

iv) *Cheque shall not be accepted in any case.*

1.0.2 Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by DD or Bank Guarantee, it should be ensured by the vendor that the original DD/Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of DD/Bank Guarantee given online by the vendors.

1.0.3 Earnest money shall be forfeited at the sole discretion of NFL in case tenderer after intimation from NFL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.

1.0.4 Earnest Money of the successful tenderers shall be returned on submission of security deposit.

1.0.5 Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible.

1.0.6 No interest will be paid on the Earnest Money Deposit.



2.0 Security Deposit-cum-Performance Bank Guarantee: (10% of PO Value)

2.0.1 Successful Tenderer, for the faithful and proper fulfillment of the contract, shall have to furnish Security Deposit cum Performance Bank Guarantee (SD-cum-PBG) equivalent to **05% (Five Percentage) of Order Value** within 30 days of receipt of Purchase Order. Security Deposit can be furnished in the form of:-

a. E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as per 1.01 (i) above.

OR

b. By way of a Bank Guarantee from any Nationalized/Scheduled Bank (**except Rural and Co-operative Banks**) in the prescribed format (Annexure-V). The Bank Guarantee should be valid for the period covering the **Full Delivery Period + Guarantee Period plus a claim period of 3 months**.

The bank Guarantee should be submitted by bankers directly to NFL in a sealed envelope (by Registered AD Post only).

ON-LINE CONFIRMATION OF BANK GUARANTEE THROUGH SFMS:

The Vender/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS (Structured Financial Messaging System) platform directly to the NFL Banker, i.e. ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code: ICIC0000031, as per following details:

(i) IFN 760 COV for issuance of bank guarantee.

(ii) IFN 767 COV for amendment of bank guarantee.

(iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV / IFN 767 COV.

(iv) Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/IFN 767 COV.

2.0.2 Security Deposit shall be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. NFL shall have the sole discretion to **'Call in'** the Bank to pay the whole or part of the amount of Bank Guarantee.

2.0.3 The above deposit shall 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. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.

2.0.4 In the event of breach of any of the terms and conditions of the contract, NFL shall have the right to draw from the Bank Guarantee/Security Deposit either the whole or part of value of Bank Guarantee or Deposit and tenderer shall make good the value of Bank Guarantee/Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

2.0.5 The amount so drawn shall 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 hereupon.



- 2.0.6 In the event of forfeiture of whole or part of the Security Deposit, the tenderer shall deposit further sum/sums so as to maintain the full security amount deposit as per Clause 16.01 above.
- 2.0.7 The Security Deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by NFL. It shall be lawful for NFL, if any difference or dispute is likely to exist, to defer the release of Security Deposit or any portion thereof, which may be due for release until such difference and dispute had been finally settled or adjusted.
- 2.0.8 **The Security Deposit amount shall not carry any interest.**

3.0 Liquidated Damages Charges (LD Charges):

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.

- ***GST as applicable on the LD Charges/Penalty shall also be recoverable in addition to LD Charges/Penalty applicable on delayed supplies.***

We hereby requesting to declare that you have read understood and accepted all terms & conditions of NIT without any deviation. As a token of the same, requesting to upload signed Tender Document.

Thanking You,
For & On Behalf Of
National Fertilizers Limited

(KARTHIK P)
Assistant Manager (Materials)
For & On behalf of
National Fertilizers Limited,
Vijaipur Dist.: Guna (MP),
India, Pin: 473111
Tel: 07544-273528/29 Ext. No. 2310,
Email id: karthikp@nfl.co.in; pzirvi@nfl.co.in



NIT No.: NfV/PUR/AMU230537+AMA230540-B Dated: 21.02.2024

BID SECURITY FORM

Draft of Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)

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

In consideration of National Fertilizers Limited (NFL), having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter called as 'NFL' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt _____ (hereinafter called the, 'the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender No _____ for _____ hereinafter called "the said tenderer" of such Bid Security Deposit for the due fulfillment by the said tenderer(s) of the terms and conditions contained in the said tender _____ for _____ on production of Bank Guarantee for Rs. _____ (Rupees _____ only).

1. We _____, the bank, hereinafter referred to as 'the bank' do hereby undertake to pay to NFL an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us).
2. We _____, the bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs _____ only).
3. We _____, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the 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 three months claim over and above the period mentioned in the paragraph for the validity of the bank guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.
4. We _____, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated _____ day of _____ 2022

Corporate seal for Bank



NIT No.: NFV/PUR/AMU230537+AMA230540-B Dated: 21.02.2024

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part. WHEREAS in pursuance to the agreement dated _____ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs. _____. CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Security Deposit cum Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. _____.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ Months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other



arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum- Performance Bank Guarantee will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____

(Indicate the name of the Bank with stamp)



NIT No.: NFV/PUR/AMU230537+AMA230540-B Dated: 21.02.2024

SELF-CERTIFICATION FORM: MAKE IN INDIA (LOCAL CONTENT)

(On Party/Company's Letter Head)

Tender Ref. No.:

To

M/s National Fertilizers Limited,
Vijaipur, Guna (M.P)-473111

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

Sir,

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

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

The address is as below, where the local content/value addition is made:

[Factory Address]

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

For M/s.....

Authorized Signatory
(with company seal & Name)



NIT No.: NFV/PUR/AMU230537+AMA230540-B Dated: 21.02.2024

MODEL CLAUSE CERTIFICATE: PUBLIC PROCUREMENT

Certificate regarding Procurement from a Bidder of a country which shares a land border with India
(On Company's Letter Head)

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Vijaipur, Guna (M.P)-473111

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

Sir,

I.....(authorized signatory) for
M/s..... have read the clause regarding restrictions on procurement from a bidder
of a country which shares a land border with India.

We certify that this bidder M/s..... [Vendor Name & address] is not from such a
country.

or,

However, if any bidder falls in the category of bidders as indicated in the Definitions clause at S.no. 6, 7, 8, 9
and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt. 23.07.2020, should submit the
certificate as under:

We hereby certify that M/s..... [Vendor Name & address] is from such a country and
has been registered with Competent Authority (specified in Annexure- I of Order (F.No.6/18/2019-PPD, Public
Procurement no. 1) dt.23.07.2020) and further certify that our firm fulfils all requirements in this regard and
is eligible to be considered. The evidence of valid registration by the Competent Authority is attached
herewith.

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