



NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)

Naya Nangal (Punjab)-140126 India

Materials Department

Phone-1887-220548; Fax- 01887-220541

NOTICE INVITING TENDER FOR PROCUREMENT OF LIQUID NITROGEN

Tender No. RM/2024/3

SPECIAL INSTRUCTIONS TO TENDERERS

NATIONAL FERTILIZERS LIMITED (NFL), Naya Nangal, a Govt. of India Undertaking referred to herein as the Owner intends to procure **LIQUID NITROGEN** for its Plant located at Naya Nangal (Punjab).

1. **Offers not submitted as per instructions are liable to be rejected.**
2. Rates must be quoted in the UOM “**Unit of Measurement**” as per our ATC.
3. **VALIDITY**: Price and delivery quoted by you must be firm and valid for a minimum period of 90 days from the due date of opening of Price Bid quotation.
4. Quotations must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/over writings. Incomplete quotations are liable to be summarily rejected.
5. 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.
6. **N.F.L. NANGAL - GSTIN No. 03AAACN0189N2ZD & PAN No. AAACN0189N**

Other Terms and Conditions

1.0 The below mentioned specifications and quantities indicated in the NIT is our requirement:

Sr. No.	MATERIAL DESCRIPTION	Quantity
1.	LIQUID NITROGEN WITH OXYGEN LESS THAN 10 PPM	1,00,000 Ltrs.

2.0 The rates quoted must be on per Ltr. basis.

3.0 The rates should be on FOR Nangal basis.

4.0 POSTPONEMENT OF TENDER OPENING DATE

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.

5.0 PAYMENT TERMS:

The payment will be made within 30 days after receipt & acceptance 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.

6.0 VALIDITY:

Tender must be valid for acceptance for 90 days from the Tender opening date.

7.0 DURATION OF THE PURCHASE ORDER AND ESTIMATED QUANTITY TO BE SUPPLIED:

7.1 **The Purchase orders will be valid for a period of 12 months from date of issue of order. NFL at their sole option may, however, extend the validity of purchase orders for a further period of three months.**

7.2 The above mentioned quantity (i.e.1,00,000 LTRS.) is our tentative yearly requirement. Deliveries shall be taken in staggered manner depending upon our actual requirement from time to time. NFL however does not guarantee lifting of any minimum quantity.

The actual quantity may increase by 10% at the sole option of NFL during the validity of contracts/Purchase Orders.

8. EARNEST MONEY: Tenders can be submitted EMD of Rs.15,000/- (Rupees Fifteen Thousand Only) in the form of:

(i)**E-transfer in NFL account through RTGS/NEFT.**

Our Bank account details are as under: -

Bank Name: **State Bank of India, Naya Nangal**

Account No.: **011070992603 (Cash credit A/c)**

IFS Code : **SBIN0000689**

MICR : **140002304**

or

- (ii) **Bank Guarantee** in the prescribed format from any scheduled Bank excluding Gramin/Co-op Banks. The BG should be valid for a period of minimum 3 months and the party should give an undertaking for extension of the validity of the BG in case the same is desired by NFL. **(Annexure-Bid Security (EMD) Performa)Supplier/Contractor may be instructed specially to inform the UTR No. with Name of supplier in order to have hassle free transaction details.**
- (iii) The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to the NFL Banker i.e. ICICI Bank Ltd., K1, Senior Mall, Sector-18, Noida, UP,201301, IFSC Code ICI0000031, as per following details:-

- ❖ IFN 760 COV for issuance of bank guarantee.
- ❖ IFN 767 COV for amendment of bank guarantee.
- ❖ Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in filed 7037 COV / IFN 767 COV”.

In case EMD/ SD or PBG submitted through NEFT/RTGS, URN No. for the same mention in the offer. Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.

- 8.1 **Forfeited of EMD**: Earnest money will be forfeited at the sole discretion of NFL, in case tenderer after opening of tender, either wholly or in part, refuse to accept the Purchase Order or changes any of the conditions of the tender or changes the quoted rates and/or terms and conditions of the tender within validity period. If the successful tenderer does not deposit the security as stipulated in the Purchase Order, EMD will be forfeited without further reference.
- 8.2 Earnest Money deposit of the unsuccessful tenderers will be returned as early as possible after finalization of the tender.
- 8.3 Earnest Money Deposit will not carry any interest.
- 8.4 The tenders submitted without Earnest Money Deposit may be summarily rejected without any further reference.

9.00 **SECURITY DEPOSIT: [5% of Basic Order Value]**

9.01 **e-transfer in NFL account through RTGS/NEFT.**

Our Bank account details are as under: -

Bank Name : **State Bank of India, Naya Nangal**

Account No.: **011070992603 (Cash credit A/c)**

IFS Code : **SBIN0000689**

MICR : **140002304**

Or

- i) **The Tenderer shall furnish a Bank Guarantee** from any of the scheduled Bank excluding Garmin/Co-op Banks in the format specified by NFL as per (Annexure) enclosed against the Security Deposit for the faithful and proper fulfilment of the contract. The BG should be valid for the Delivery Period plus 6 months claim period.

NOTE: 1. Vendor shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to the NFL Banker i.e. ICICI Bank Ltd.,K1,Senior Mall, Sector-18, Noida, UP,201301, IFSC Code ICI0000031, 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 NFL beneficiary code as “NFLNATIONAL04022015’ in filed 7037 COV / IFN 767 COV”.

2. The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

CM (Mtls.)
NATIONAL FERTILIZERS LIMITED
NANGAL UNIT-140126
DISTT. ROOPNAGAR, PUNJAB

9.02 Cheques will not accept in any case.

9.03 A period of 15 days for depositing security money will be allowed.

9.04 The tenderer shall, however, have the option to furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin/Cooperative Banks in the form specified by NFL (see Annexure-VII) against Security Deposit for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for the duration of contract with a further claim period of three months. The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through the tenderer.

9.05 The 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.

9.06 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.

9.07 In the event of any breach of any 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 Security Deposit and tenderer shall make good the value of Bank Guarantee/Security Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

9.08 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.

- 9.09 In the event of the 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
- 9.10 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 payment of the security deposit or any portion thereof, which may be due for release until such difference and dispute had been finally settled or adjusted.
- 9.11 The security deposit shall not carry any interest.

10.0 **VARIATION IN WEIGHMENT:**

- 10.1 Weighment at weigh-bridge of NFL will be final and binding on the supplier.
- 10.2 Weigh-bridge tolerance for shortage observed in weight up to 0.5% will be allowed. No recovery shall be affected for shortage limited to the above.
- 10.3 In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.

11.0 **TRANSPORTATION, TRANSPORT INSURANCE AND DEDUCTION OF STATUTORY LEVIES FROM TRANSPORTERS:**

- 11.1 Transportation of the Nitrogen Gas is to be arranged by the bidder in their own/arranged suitable tankers.
- 11.2 The Tankers should have flame / spark arrestors.
- 11.3 Transit Insurance will be arranged by supplier at his cost.
- 11.4 The statutory requirement is to be followed while transporting Nitrogen Gas to NFL Plant.
- 11.5 You will ensure that transporter engaged by you for transportation of Nitrogen Gas is following all statutory obligations required for the purpose.
- 11.6 Freight Charges for transportation of Nitrogen Gas shall remain firm during the tenure of contract period.
- 11.7 NFL shall put in our best efforts to unload the tankers on priority on working days. But in case of delay, NFL shall not pay any detention charges.

12 **DELIVERIES/LIQUIDATED DAMAGES:**

- 12.1 In case of PO, the material should be supplied in staggered manner as per delivery orders to be issued from time to time (as & when required). The P.O. will be valid for a period of one year from date of Issue of order, for issue of Delivery Orders (D.O.s) by NFL, which will be further extendable by NFL for a period of three months at its sole discretion. However, the same shall remain valid for receipt of supplies against all the D.O.s issued during validity of PO.
- 12.2 Vendor will supply Liquid Nitrogen Gas within 24 Hrs. after placement of Delivery Order.
- 12.3 If the material is not delivered as per specified schedule, NFL reserves the right to either:-
- (i) Purchase the material from **OPEN MARKET** at the risk and cost of the supplier.

- (ii) Accept the goods at its sole discretion after imposing the **penalty @ ½%** (half per cent) of the invoice value (Basic price only) of the delayed quantity for every week or part thereof, of the period of such delay from delivery schedule, subject to a maximum of 5% of the DO value, (Basic Price) or
- (iii) Treat the delay as default of Purchase Order and terminating the Purchase Order forthwith and taking, other action/s against the supplier, within the provisions of the Purchase Order.
13. Tenderer must provided detailed break up of landed price, i.e. amount of basic rate , P & F, GST, freight charges, etc.
- 14 In case GST is chargeable extra, the rate of GST applicable must be clearly mentioned in the quotation. Tenderers must also mention their GST No.
- 15 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 except for any increase/decrease in rates of statutory levies and duties, such as, GST etc. on Nitrogen Gas.
- 16 NFL reserves the right to accept or reject at its sole discretion any bid/ all bids in whole or part &/or except other than lowest bid without assigning any reason thereof.
- 17 No enhancement of rates will be allowed once the quotation is accepted and the order is placed.
- 18 No escalation will be allowed due to any increase in duties/levies in case of extension sought by the parties beyond stipulated delivery period.

19 **ARBITRATION:**

The contract shall be governed by and construed in accordance with the laws of India. **For Indian Parties:**

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A “Notice of Dispute” shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below: **A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Unit Head, Nangal Unit/ DT/CMD (As the Case may be).** Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five Crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five Crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrators(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act 1996 and any further statutory modification or re-enactment thereof and the rules made there under.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the

parties hereto the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract.

The seat and venue of arbitration shall be Nangal Unit.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.”

20 . FORCE MAJEURE:

The delivery period indicated in the Purchase Order should be strictly adhered to and normally no extension in the delivery would be granted. However, if any time during the currency of the contract, the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by way of any war, hostility, act of public enemy, civil commotion, sabotages, fires, floods, explosion, epidemics, strikes, lock – out or acts of God, provided notice of any such happening is given by either party to the other within 21 days from the date of occurrence thereof, neither, party shall, by reason of such event, be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after the event has come to an end, ceased to exist, provided that if performance in whole or part of the contract is prevented or delayed for a period exceeding 60 days either party may at its option terminate the contract.

21. JURISDICTION:

All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in a court situated at Nangal Dam in Ropar District of Punjab.

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

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

23. 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.
24. Tenderer must confirm that none of NFL’s ex-employee is employed with them (In case any ex-employee of NFL is employed furnish details separately.)
25. Tenderer must confirm that they have not been de- listed /black listed in any unit of NFL.
26. **MSMED ACT 06:** In case you are registered as MICRO, SMALL or MEDIUM Enterprise under ‘The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)’ promulgated by Government of India latest Notifications:-
- i. Micro: - Where the investment in Plant & Machinery does not exceed Rs. One Crore and turnover does not exceed Rs. Five Crore.
- or

- ii. Small: - Where the investment in Plant & Machinery does not exceed Rs. Ten Crore and turnover does not exceed Rs. Fifty Crore.
or
- iii. Medium: - Where the investment in Plant & Machinery does not exceed Rs. Fifty Crore and turnover does not exceed Rs. Two Hundred and Fifty Crore.

Please indicate the relevant category in your Offer enclosing the following documents, if applicable:

- a) A copy of UAM (Udyog Aadhar Memorandum) / Relevant certificate as applicable under MSMED.
- b) Please also indicate whether the MSE owned by SC/ST Entrepreneurs. If yes, attach relevant category certificate issued by authorities concerned.

The above documents should be submitted failing which the bidder shall not be entitled for the benefit under MSMED Act.

However, NFL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.

- 27. **ANY EXCEPTIONS/DEVIATIONS TO THE NIT SHALL BE SPECIFICALLY STATED.**
- 28. **DELIVERY PERIOD AFTER ISSUE OF D.O.: Vendor to confirm that they will supply Liquid Nitrogen Gas within 24 Hrs. after placement of Delivery Order**
- 29. **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.
- 30. 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.
- 31. 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 enclosed with the un-priced commercial part of the tender.
- 32. Any exceptions/deviations to the NIT shall be specifically stated in case of deviations offer shall stand ignored. Alternatively NFL at its sole discretion may load the offer as per loading criteria.
- 33. **Any Other Comment / Information /Remarks:** No Deviation to the terms & conditions of NIT is allowed. The offer with any condition / deviations may be rejected at Sole option of NFL. However Vendor may offer comments or deviations if any.
- 34. Party to mention full contact details (Such as Name, Phone, e-mail etc.)
- 35. **PUBLIC PROCUREMENT POLICY (Under Make in India)**
Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no.P-45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable along with the latest notifications.

36. Bidders may please confirm whether they are registered as MSE (Micro or Small Enterprises). If so, please enclose requisite certificate. In case bidders are not registered as MSE, they will procure at least 25% of value of contract/PO as Goods/Services from MSE as per MSE Policy and a certificate to this effect will be submitted by them along with Invoice.

(Upender Duggal)
A.M.(Mtls.)

TECHNO-COMMERCIAL BID TEMPLATE

Item: Liquid Nitrogen Gas

Sr.No.	Description	NFL Requirement as per NIT	Vendors Comment (Agreed / If not agreed, Please Comment)
1	Item Specification	Qty.	
i)	Liquid Nitrogen With Oxygen Less Than 10 PPM	1,00,000 Liters	
Note:	i	Bidder should furnish the documents as mentioned in Eligibility Criteria	
	ii	Bids of only those Bidder will be Opened who fulfill the Eligibility Criteria	
2	Basis of Price	FOR NFL Stores	
3	Offer Validity	90 Days	
4	Earnest Money Deposit	Rs 15,000/- (Rupees Fifteen Thousand Only) in the form of RTGS/NEFT/BG(detailed as per NIT Clause No.8) -(Exemption to MSE Vendors as per MSE Policy shall be applicable by submitting a valid MSE Registration Certificate alongwith offer)	
5	Security Deposit	5% of Basic Order Value (detailed as per NIT Clause No. 9)	
6	Quantity Variation	+/- 10 % at the Sole Option of NFL.	
7	Payment Terms	100% within 30 days of Receipt & Acceptance of Material at our Site.	
8	Mode of Payments	By Electronic Fund Transfer (ETF). 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 Naya Nangal complex. Any Bank Charges for this facility of direct credit by State Bank of India, Naya Nangal to their bank account will be borne by the party/ tenderer.	
9	Contract Validity	Twelve months with Provision of 3 Months Extension at the sole option of NFL	
10.	DELIVERY PERIOD AFTER ISSUE OF D.O.	Vendor to confirm that they will supply Liquid Nitrogen Gas within 24 Hrs. after placement of Delivery Order.	
11	Firm Prices	Vendor to confirm that Total Landed Rate including Transportation Charges will remain firm till the complete execution of the Order. No revision in rates allowed except for any increase/decrease in rates of statutory levies and duties such as GST etc.	

12.	Liquidated Damages for Delay in Supply	1/2% per week subject to Maximum 5% of Delivery Order Value.	
13.	GST etc.	The rate (%) of GST. quoted & considered in Total Price to be mentioned by Vendor	
14.	Freight & Transit Insurance	Freight & Transit Insurance shall be in Vendor scope.	
15.	Black-listing/ Delisting	Vendor to confirm that they have not been delisted/ black-listed in any Unit of NFL.	
16.	MSMED Registration	Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises.	
17.	Vendor Contact details	Party to mention full contact details (Such as Name, Phone, e-mail etc.)	
18.	Subletting	The seller shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior consent of NFL.	
19.	Relationship	None of NFL Employee is related to Owner / Director of Firm B) None of Ex-Employee of NFL is employed with vendor Firm.	
20.	Conversion Factor	1 Kg = How many Liters?	
21.	Any Other Comment / Information /Remarks	No Deviation to the terms & conditions of NIT is allowed. The offer with any condition/deviations is liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	
22.	GST No	Party shall quote GST No.	
23.	HSN Code	Bidder to mention complete eight digit HSN code of the quoted items.	
24.	Registration as MSE Unit	Bidders may please confirm whether they are registered as MSE (Micro or Small Enterprises). If so, please enclose requisite certificate. In case bidders are not registered as MSE, they will procure at least 25% of value of contract/PO as Goods/Services from MSE and a certificate to this effect will be submitted by them along with Invoice.	
25	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 th June 2017 Revision (Amended on 04.06.2020) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) alongwith the latest notifications.	
	A	The 'Class-I local supplier'/'Class-II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the	

		local content requirement for 'Class-I Local supplier'/'Class-II Local supplier', as the case may be. They shall also give details of the locations (s) at which the local value addition is made.	
	i	The 'Class-I local supplier = The minimum Local content equal or more than =50% Indicate percentage of local content and provide self-certification	
	ii	The 'Class-II local supplier = The minimum Local content equal or more than 20% but less than =50% Indicate percentage of local content and provide self-certification	
	iii	Non-Local Supplier- Means a supplier or service provider, whose goods, services or work offered for procurement, has local content less than or equal to 20%, Indicate percentage of local content and provide self-certification.	
26	MSME/MAKE IN INDIA CLAUSES	MSME / MAKE IN INDIA POLICY WILL BE APPLICABLE AS PER GOVT. NORMS FROM TIME TO TIME CHANGE.	
27	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. Please Donot mention 'Agreed' against this column, give self-certification.	
28	Dealership/ Authorization Cert.	In case of Dealer/ Service provider, then a valid copy of authorization from the manufacturer shall also be furnished for this particular Tender	
29	Any Other Comment / Information/Remarks	No Deviation to the terms & conditions of NIT is allowed. The offer with any condition/deviations is liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any	
30	*	Please confirm acceptance of all the above terms and conditions of this Tender Document.	
31	Acceptance of NIT Terms & Conditions	Vendor will confirm their acceptance to the Terms and Conditions of the NIT without any deviation.	
32	RESTRICTION CERTIFICATION ON PROCUREMENT	Kindly confirm/submit the Certificate of Compliance along with quotation (If Applicable) vide Govt.Office Memorandum Dated: 23.07.2020 & 08.02.2021 (enclosed) as per Sr. No. 53 of General Terms & Conditions.	

Eligibility Criteria		
Sr. No.	Eligibility Criteria	Supporting Documents required
1	The bidder should be a manufacturer or authorized dealer of the Liquid Nitrogen.	<p>i) In case of Manufacturer, Bidder shall furnish a copy of valid industrial licence issued by statutory Authority / Govt Agency.</p> <p>ii) In case of dealer, a valid copy of Tender Specific authorization from manufacturer shall also be furnished for this particular tender, alongwith a copy of valid industrial licence (of Manufacturer) issued by statutory Authority / Govt Agency.</p>
2	The bidder should have supplied Liquid Nitrogen during the last Ten Years ending last day of previous month in which NIT has been issued.	<p>The bidder shall submit copies of Purchase Orders (PO) / Contracts at least one of the following:</p> <p>a) Three PO's/ Contracts for supply of Liquid Nitrogen each costing not less than ₹4.34 lakhs (inclusive of GST) OR</p> <p>b) Two PO's/ Contracts for supply of Liquid Nitrogen each costing not less than ₹5.43 lakhs (inclusive of GST) OR</p> <p>c) One PO/ Contract for supply of Liquid Nitrogen each costing not less than ₹8.69 lakhs (inclusive of GST)</p>
3	The average annual financial turnover of the bidder during the last three financial years i.e. 2020-21,2021-22 and 2022-23 or calendar year 2020,2021 and 2022 should be not less than Rs.3.26 Lakhs.	<p>Bidder shall submit copies of Audited Profit & Loss Account and Balance Sheet for the last three financial years i.e 2020-21, 2021-22 and 2022-23 or calendar year 2020,2021 and 2022</p> <p>In case, audited balance sheet / profit & loss account statement not available, Turnover certificate duly certified by Chartered Accountant with UDIN as documentary evidence in support thereof.</p>

Annexure-Y

Self-Certification Form: Make In India (Local Content)

(On Company's Letter Head)

Tender Ref. No.:

To

M/s National Fertilizers Limited, Nangal

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,

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

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

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

[Factory Address]

For M/s.....

Authorized Signatory

(with company seal & Name)

Model Clause Certificate: Public Procurement No. 1

(On Company's Letter Head)

Tender Ref. No.:

To

M/s National Fertilizers Limited, Nangal

Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020

Sir,

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

M/s.....**[Vendor Name & address]** is not from such a country or, if from such a country **[Tick appropriate option & cut the other one]**, has been registered with the competent authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered **[attach evidence of valid registration certificate with competent authority]**.

For M/s.....

Authorized Signatory

(with company seal & Name)

BID SECURITY (EMD) FORM

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

(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 No. _____ 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 fulfilment 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 fulfil 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 upto _____ 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)