



NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)
Naya Nangal(Punjab)-140126 India
Materials Department
Phone-+91-6238819569; Fax- 01887-220541
Email: sbali@nfl.co.in, balu@nfl.co.in

NFL Tender Ref: SM/2023/70

Sr. No.	Material Code	Description of Material	UoM	Qty.	Vendor Confirmation (Yes/ No/remarks)
1	2642784	CS SEAMLESS PIPES IN RANDOM LENGTH OF 4-7 METERS CONF. TO ASTM A106 GR.B SIZE:10"(250 NB) SCH.40 WALL THICKNESS:9.27MM (Vendor to provide their acceptance for all above technical specifications in Vendor confirmation column)	MTR	270	
Note :					
1. Party shall furnish physical properties and chemical composition test certificates from NABL accredited test Lab. The cost of the certification shall be included in quoted prices for above pipes.					
2. Party shall submit Hydrostatic test certificate as per relevant ASTM standard. The cost of the certification if any shall be included in quoted prices for above pipes.					
3. Party have to furnish a Guarantee / Warranty Certificate for all the above mentioned products against defective material / bad workmanship for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In case the material fails during the above Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents.					

<p>4. Party shall submit all necessary supporting documents as applicable as per the eligibility criteria of Annexure-A given in the ATC. Party to submit only relevant documents as per eligibility criteria for ease of scrutinize of party offer. Please avoid submitting irrelevant documents.</p>	
<p>5. Price quoted must be inclusive of all i.e GST, P&F, Freight, Transit Insurance, Certification Cost, TPI Cost etc.</p>	

TECHNO-COMMERCIAL TEMPLATE

(VENDOR MUST FILL AND SUBMIT THIS TEMPLATE ALONG WITH OFFER)

S. No.	Description	Parameter	Vendor Confirmation (Yes/ No/remarks)
1	Party Name	Name of Bidder: Contact Person: Mobile No. : Email:	
2	Eligibility Criteria	Party shall provide all the relevant documents as per Annexure-A of the eligibility criteria.	
3	Earnest Money Deposit (EMD)	Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of RTGS/NEFT/BG (Detailed as per Additional terms and conditions Clause No.4). -(Exemption to MSE/NSIC Vendors to submit EMD, against submitting of valid MSE Registration Certificate along with offer) Startups as recognized by DPIIT are also exempted from EMD on submitting valid proof) Tenderers shall intimate Name and Complete Address of the Depositor i.e. Name of the Company/Firm, Deposited Amount, Nature of Deposit and NIT Number immediately after remittance to our F&A Dept. through Email (Email ID: sunitak@nfl.co.in) with cc to balu@nfl.co.in for proper accounting of deposited amount	

4	Security Deposit	In case of order, the tenderer shall be required to furnish non-interest bearing SD @ 3% of the Basic Value of the Order after adjusting EMD (if already submitted) within 15 days from the date receipt of order. (Detailed as per Additional terms and conditions Clause No.5).	
5	URN No. Detail	Incase EMD/SD submitted through NEFT/RTGS, URN. No for the same may be mentioned	
6	Offer Validity	Price quoted by you must be firm and valid for a minimum period of 120 days from the date of Opening of Quotation.	
7	Payment Terms	No Advance Payment shall be made. 100% payment of material supplied will be made within 30 days subject to receipt, acceptance of material at our site.	
8	Price Basis	Prices shall be quoted on FOR – Destination (i.e. NFL, Naya Nangal) basis including amount of Basic Rate, Packing & Forwarding Charges, GST, freight, Testing Charges (if any) etc. and any other cost components.	
	Packing, Forwarding and Freight Charges	It shall be inclusive in quoted rates.	
9	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.	
10	Delivery Period after PO	Party to deliver the material within 90 days from the date of receipt of GeM PO/NFL PO. Party can also mention the suitable shortest delivery period in weeks/months against this column.	

11	Packing of Material	Material should be properly packed to avoid any damage during transit.	
12	Liquidated Damages for Delay in Supply	1/2 % per week subject to Maximum 5 % of Delivery Order Value.	
13	GST Rate	The rate (%) of GST considered in Total Price to be mentioned by Vendor and GST amount shall be inclusive in quoted rates as per GeM.	
14	GST No.	Bidder to mention here complete GST No.	
15	HSN Code	Please, indicate HSN Code of the Item(s)	
16	Relationship	<ul style="list-style-type: none"> • It shall be certified by the tenderer that None of NFL Employee is related to Owner / Director of Firm. • It shall be certified by the tenderer that None of Ex-Employee of NFL is employed with vendor Firm. • 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	Black-listing/ Delisting	Vendor to provide confirmation against this column that they have not been delisted/ black-listed in any Unit of NFL.	
18	Dealership/ Authorization Cert.	Party to furnish a valid Dealership/ authorization Cert. from their Principal (in case offer is submitted by a dealer).	
19	Any Other Comment / Information/Remarks	No Deviation to the terms & conditions 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.	
	*	Please confirm acceptance of all the above terms and conditions of this Tender Document.	

20	MAKE IN INDIA	<p>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 Revision (Amended on 04.06.2020) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP)</p> <p>Bidder shall be required to submit Self-Certification Form-Make In India (Local Content) on their Letter Head as per Annexure-Y enclosed alongwith offer</p>	
	A	<p>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.</p>	
	i	<p>The ‘Class-I local supplier = The minimum Local content equal or more than =50%</p> <p><u>Indicate percentage of local content and provide self certification</u></p>	
	ii	<p>The ‘Class-II local supplier = The minimum Local content equal or more than 20% but less than =50%</p> <p><u>Indicate percentage of local content and provide self certification</u></p>	
	iii	<p>Non-Local Supplier- Means a supplier or service provider, whose goods, services or work offered for procurement, has local content less than 20%,</p> <p><u>Indicate percentage of local content and provide self certification.</u></p>	

21	RESTRICTION CERTIFICATION	<p>Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office IOM no. 6/18/2019-PPD dated 23rd July 2020 & 8th Feb,2021 (Enclosed) shall be applicable: Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.</p> <p>Vendor to provide confirmation/consent of the following clause against this column:</p> <p>“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with india; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”</p> <p>Also submit filled, signed & stamped Annexure-Z</p>	
22	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI)- Applicable for Micro, Small and Medium Enterprises	<ul style="list-style-type: none"> • No • Yes, RXIL/A-Treds/M1Xchange • Registration Number- (tick agency with whom you are registered along with registration No) 	
23	MSE POLICY IS APPLICABLE	PLEASE MENTION YOUR FIRM MICRO/SMALL	
24	MAKE IN INDIA	Please submit duly filled, signed & stamped Annexure-Y	
25	MODEL CLAUSE CERTIFICATE	Please submit duly filled, signed & stamped Annexure-Z	

ELIGIBILITY CRITERIA

(VENDOR MUST SUBMIT SUPPORTING/RELEVANT DOCUMENTS REQUIRED FOR ELIGIBILITY CRITERIA AS MENTIONED IN ANNEXURE-A BELOW ALONG WITH OFFER)

S. No.	Eligibility Criteria	Supporting Documents required	Vendor Response (Submitted/Not submitted) with details
1	The bidder should be a manufacturer or authorized dealer of the manufacturer of Seamless Pipes.	i) In case of Manufacturer, Bidder shall a copy of valid industrial licence issued by statutory Authority / Govt Agency.	
		ii) In case of dealer, a valid copy of authorization from manufacturer shall also be furnished for this particular tender.	
2	The bidder should have supplied similar item during the last seven years ending last day of previous month in which NIT has been issued. Similar item means: Seamless Pipes conforming to ASTM A 106 Gr. B or equivalent of schedule 40 and above and size 8" (200NB) and above.	The bidder shall submit copies of Purchase Orders (PO) / Contracts for at least one of the following:	
		a) Three PO's for supply of similar Item each costing not less than Rs.10.00 lakhs (inclusive of GST).	
		OR	
		b) Two PO's for supply of similar Item each costing not less than Rs.12.50 lakhs (inclusive of GST).	
		OR	
		c) One PO for supply of similar Item each costing not less than Rs.20.00 lakhs (inclusive of GST).	
4.	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.7.5 Lakhs.	Bidder shall submit self-attested 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. (Copies of Audited Profit & Loss Account and Balance Sheet <u>without self-attested by bidder</u> will not be considered. So please submit self-attested copies only)	
		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.	

Additional Terms and Conditions

1. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office IOM no. 6/18/2019-PPD dated 23rd July 2020 & 8th Feb,2021 (**Enclosed**) shall be applicable:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.

Bidder shall be required to submit certification regarding compliance with this order on their letterhead as follows:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with india; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

2. **Payment Terms:** 100% payment will be paid within 30 days after receipt and acceptance of material at site and submission of SD.
3. MSE benefits will be given as per MSE Policy.
4. **EARNEST MONEY DEPOSIT (EMD):** Tenders can be submitted on submission of an EMD of **Rs.`25,000/- (Rupees Twenty Five 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.

(iv) **MSE vendors are exempted to submit EMD.**

(v) **Draft BG Format for EMD is attached at Annexure-IV**

5. **Security DEPOSIT (SD):** The successful tenderer shall be required to furnish non-interest bearing Security Deposit @ 3% of the value of the order after adjusting EMD (if already submitted) in the form of e-transfer/Bank Guarantee from nationalized/scheduled bank excluding rural & co-operative bank covering delivery period plus 3 months claim period. Bank guarantee must be directly sent by your banker to NFL. URN No. for the same may be mentioned in the offer.

MSEs vendors registered with NSIC shall also be exempt from paying Security Deposit up to the monetary limit mentioned in the certificate. For claiming the same, party has to upload the valid NSIC certificate.

SD can be submitted in the form of 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 XII) enclosed against the Security Deposit for the faithful and proper fulfilment of the contract. The BG should be valid for the Delivery Period plus Guarantee/Warranty Period plus 3 months claim period.
- ii) You shall arrange confirmation of Bank Guarantee (including all amendments) by your issuing bank through SFMS mode directly to State Bank of India, Corporate Accounts Group Branch, 4th & 5th Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001(Branch Code 17313) (RTGS/IFSC Code- SBIN0017313) Swift Code : SBININBB824.
- 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".
- iv) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

Chief MGR.(Mtls.)
NATIONAL FERTILIZERS LIMITED
NANGAL UNIT-140126
DISTT. ROOPNAGAR
PUNJAB

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.

- v) The **Security Deposit** 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.
- vi) 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/ **Security Deposit** either the whole or part of value of Bank Guarantee or Security Deposit and tenderer will 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.
- vii) 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.
- viii) In the event of the forfeiture of whole or part of the **Security Deposit**, the tenderer will deposit further sum/sums, so as to maintain the full **Security Deposit** amount.

- ix) The **Security Deposit** 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 **Security Deposit** or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.
6. The **Security Deposit** will not carry any interest.
7. **Draft Format for SD is attached at Annexure-V**
8. **DELIVERIES/LIQUIDATED DAMAGES:**
If the material is not delivered as per specified schedule, NFL reserves the right to either:-
- i. In case of delay in supplies;- accept the goods at its sole NFL discretion after charging liquidated damages @ 0.5% per week or part thereof of the value of stores not delivered, subject to maximum 5% of the order value **Plus GST as applicable on LD Charges**, shall be recovered. However, we reserve our right to cancel the order and/ or purchase the material in open market on your account and at your risk in case of delay in supplies or
 - ii. Treat the delay as default of Purchase Order and forfeit security deposit, terminating the Purchase Order forthwith and taking, other action/s against the supplier, within the provisions of the Purchase Order.

General Terms & Conditions of Purchase Order and instructions toSuppliers

This order is subject to conditions given in the Notice Inviting Tender, and alsothe following:

1. **PACKING:** While dispatching Stores ordered, it will be the responsibility of thesupplier to sufficiently and properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of Stores packed therein.
2. **MARKING:** Each packing/bundle must be prominently marked with Order No. and packing No.
3. **DISPATCH DOCUMENTS:** An advice note quoting the Order No. shall accompany each consignment. A duplicate advice note along with Railway or Motor receipt must sent to the consignee by Speed Post/Regd. Post acknowledgement due, sufficiently in advance, so that the same reaches the consignee before the arrival of Stores at destination. Any demurrage incurred on account of late or non-receipt of dispatch documents will be recovered fromsupplier. All RRs/GRs must be in the name of National Fertilizers Limited and only where specifically agreed the same can be consigned to self. **Please be noted that while supplying of material vendor has to mention the NFL Tender Ref No. along with the GEM Contract.**
4. **REJECTION:** If the goods dispatched against the Purchase Order are found to be not of correct quality or not according to specifications required as per the Purchase Order or

received in damaged or broken conditions or otherwise not satisfactory owing to any reason and of which the Company (National Fertilizers Limited) shall be the sole judge, the Company will be entitled to reject the materials, cancel the contract and buy its requirements in the open market against the Purchase Order and recover the loss, if any from the supplier, reserving to itself the right to forfeit the deposit, if any placed by supplier for the due fulfillment of the contract. The supplier will make arrangement to remove the rejected material at his risk and responsibility.

5. **Test Certificate:** All certificates called for under the conditions of the order must be sent by Registered Post/Speed Post/Reputed Couriers. National Fertilizers Limited will not allow any upward revision or prices during the period of contract unless specifically stated in the Purchase Order.
6. **FORCE MAJORE:** Neither party shall be considered in default in the performance of their obligations under the contract. If such performance is prevented or delayed or restricted or interfered with by reasons of war, hostilities, revolution, rebellion, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto or because of any act of God. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period of it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with utmost efforts on cessation of force majeure events. The party invoking force majeure will inform the other party of the period for which the force majeure conditions continued along with authentic documentary evidence in proof of occurrence of Force Majeure events.
7. **SUB-LETTING:** Sub-letting of contract or part thereof is not permissible without the consent of NFL.
8. **BANK CHARGES:** Bank charges shall be to the supplier's account unless specifically mentioned to the contrary or otherwise in the Purchase Order.
9. **Arbitration:** The contract shall be governed by and construed in accordance with the laws of India.

For Indian Parties:

- (a) "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through designated Authority.

Where the claim including determination of interest, if any, being claimed 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.”

For Foreign Parties:

- (b) “Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause.

The seat and venue of the arbitration shall be at New Delhi, India.

The language of the arbitration shall be English.

This Contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.”

For CPSEs and Government Department:

- (c) All commercial disputes between CPSEs inter se and CPSE(s) and Govt Department(s) Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 Dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/Organizations shall be included as under:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013- DPE(GM)/FTS-1835 dated: 22-05-2018”.

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 _____ 2022

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 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 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)

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' / 'Class II 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)

Annexure-Z

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)