

**TENDER DOCUMENT**

AT  
NATIONAL FERTILIZERS LIMITED  
BATHINDA UNIT

**Index**

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**INSTRUCTION TO BIDDERS**

NATIONAL FERTILIZERS LIMITED (NFL), BATHINDA, a Govt. of India Undertaking referred to herein as the Owner intends to enter into contract for supply of **Items as per Annexure-B** to its Plant located at BATHINDA (Punjab). You are invited to submit the Techno-commercial proposal and Price proposal for the said item through **GeM-Tendering**. Methodology for submission of proposal has been detailed here under in this document.

1. The procurement shall be made through GeM-tendering process. The offers in this process are required to be submitted electronically in place of offers in 'hard copy under sealed envelope' as being done conventionally.
2. Please upload this tender document duly signed & stamped on GeM Portal as a token of acceptance for all the term & conditions of this NIT

**Contact details of concerned person at National Fertilizers Ltd., Bathinda**

Sh. S.K Bagaria  
Senior Manager Materials  
National Fertilizers Limited  
Sibian Road, Bathinda  
E-mail: [skbagaria@nfl.co.in](mailto:skbagaria@nfl.co.in)

Sh. Akshat Awasthi  
Asstt. Manager Materials  
National Fertilizers Limited  
Sibian Road, Bathinda  
E-mail: [akshat@nfl.co.in](mailto:akshat@nfl.co.in)

**Annexure-B**

| <b>TECHNO-COMMERCIAL BID</b> |   |  |
|------------------------------|---|--|
| <b>S No</b>                  | <b>Description</b>                        | <b>Additional Term &amp; Conditions (ATC)</b>  |
| 1(A)                         | Tender/NIT Confirmation                   | (a) No Deviation to Additional Term & Conditions (ATC) of this Tender/NIT is allowed.<br>(b) Offer with any condition / deviations is liable to be rejected at Sole option of NFL.<br>(c) Please upload this tender document duly signed & stamped on GeM Portal as a token of acceptance for all the term & conditions of this NIT.   |
| 2(a)                         | Item Specifications                       | As per Technical Annexure 1  |
| 2(b)                         | PO validity                               | 12 Months with provision of 03 months extension at the sole option of NFL.   |
| 2(c)                         | Conversion Rate                           | Kindly confirm that you have quoted the basic price based on the higher range of the Indian Sulphur price published in CRU FERTILIZER WEEK on <b>14.03.2024</b> along with the relevant applicable reference rate of RBI. (HIGHER RANGE OF SULPHUR CFR BULK INDIAN EX MIDDLE EAST SPOT PRICE PUBLISHED IN CRU FERTILIZER WEEK DATED <b>14.03.2024</b> is USD 105:., Ex-rate as per FBIPL website = Rs.82.8709 dated 14.03.2024.  |
| 2(d)                         | Monthly DO & fixation of price            | <p>Monthly D.O. will be issued for the monthly requirement depending upon our requirement. D.O. price will be fixed based on the equated Sulphur price as per quotation and any increase / decrease based on the higher range of the Indian Sulphur price published in CFR FERTILIZER WEEK on the date of placement of D.O. As this CFR FERTILIZER WEEK is published on weekly basis, in case there is no publication on the date of D.O., the rate published immediate after the D.O. will be applicable. T.T. Selling rate of RBI/SBI on the date of publication will be applicable for conversion of rates from US\$ to Indian Rupees.</p> <p>After the fixation of rates, in case there is any delay in supply from the scheduled date of supply, the rate of Sulphuric Acid will also be subject to decrease in case Sulphur rates decreases after the scheduled date of supply is over. However, no increase will be applicable in case there is hike in the Sulphur prices after the delivery schedule date of supply is over.</p> <p>The tenderer will have to mention the higher range of the Indian Sulphur price published in CFR FERTILIZER WEEK, which has been considered while submitting the bid alongwith the relevant applicable TT selling rate of RBI/SBI/FBIPL.</p> |
| 2(e)                         | Acceptance/Rejection criteria of Quality. | The material will be accepted as per NFL Laboratory Analysis and results. The results of NFL Laboratory concentration /Analysis will be binding on the supplier and payment will be released according to these results only. However, in case of abnormal variation in results of Lab. Analysis, telephonic intimation shall be sent to supplier. NFL may agree for joint inspection at NFL's Lab., if so, desired by the supplier.   |
| 2(f)                         | Weighment of the material                 | Weighment at weigh-bridge of NFL will be final and binding. 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 in case shortage in weight is more than 0.5%, the recovery shall be affected for the actual shortage in quantities  |

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| 2(g) | Qty. Variation              | Quantity may be increased or decreased by 10% during the validity of the purchase order at sole discretion of NFL.  |
| 2(h) | Splitting of Order          | Since, Sulphuric Acid is vital input required for maintaining production in uninterrupted manner/without causing any constrains, NFL shall have sole and unfettered discretion to place PO on multiple suppliers for quantities, which will be distributed amongst the tenderers in a just manner.<br>The order qty. may be distributed in 60%:40% ratio between L-1 & L-2 bidders in case L-2 bidder agrees to match the L-1 price.  |
| 2(i) | Detention Charges           | No detention charges for the detention of tanker shall be paid by NFL.  |
| 2(j) | DO Qty. plus/minus          | 15% (+)/(- ) Qty. of DO is acceptable, however, PO qty. variation (+)/(-)10% will remain same as per Nit clause 2 (g).  |
| 2(k) | TDS Deduction               | TDS will be deducted as per prevailing Govt. rules, if applicable.  |
| 2(l) | Transportation Requirements | Sulphuric Acid shall be dispatched by Road Tankers only. Party Will ensure that only sound and road worthy tankers are engaged for acid transportation. This is important keeping in view the Hazardous nature of the chemical. Party will also ensure the following while dispatching tankers, as these are statutory requirements.<br><ul style="list-style-type: none"> <li>a) As required under Rule 134 of CMV Rules 1989, emergency information panel (EIP) in prescribed format should be available at 3 locations i.e. on the both sides plus Rear side of tankers.</li> <li>b) Transport Emergency Cards (TREM Cards) should be available with the drivers of the tankers as required under the law.</li> <li>c) As per Rule 9 of CMV Rules 1989, drivers of the tankers carrying hazardous materials should get their licenses endorsed from licensing authority after successful completion of training for 3 days.</li> <li>d) Mufflers/flame arrestors must be provided on the exhausts of tankers entering inside the hazardous areas like our factory.</li> </ul> You will ensure compliance of provision of motor vehicle act by the transporter for safe delivery of the material in our stores. |
| 3    | <b>PRICE BASIS / FOR</b>    | <b>Price submitted on GeM portal shall be inclusive of all taxes &amp; costs like Transportation cost upto consignee locations, P&amp;F, Bank charges etc as per GeM Term &amp; Conditions.</b><br><b>Purchase order will be issued on GeM portal to successful bidder of same value as submitted by bidders on GeM portal. So bids shall be submitted on GeM portal inclusive of all cost. Transit Insurance shall be arranged by you.</b>   |
| 4    | <b>% of GST</b>             | <b>Please intimate the rate of GST considered while submitting bid as mentioned at Sr No 3. The quoted price shall also include the GST as per GeM term &amp; conditions.</b><br>Bidder to certify that they are not covered under Composition Scheme under GST. If the bidder is registered under Composition Scheme it should be confirmed specifically & in this case loading of GST at applicable rates shall be done during evaluation of bids.  |
| 5    | Offer Validity              | Offer Validity will be 90 days from the Technical Bid Opening Date  |
| 6    | Delivery Schedule           | As and when required basis for which stores department will give regular schedule in advance on monthly basis. However, you shall indicate the no. of days required to supply the material from the date of issue of DO. You should be capable of supplying 50 MT (approx.) quantity in a month.  |

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| 7 | Payment Terms      | <p>The payment shall be released to the bidders, within 30 days after receipt &amp; acceptance of the supplied material at site.</p> <p><b>(INSPECTION</b> of the material shall be done after receipt of material, at NFL stores only and the same shall be final and binding)</p> <p>Tenderer/Party is requested to provide their 11 digit Core Banking Account No. &amp; IFSC Code of their bank on their letter head as attachment, enabling NFL to arrange the transfer of due payment in their account directly.</p> <p><b>MSME vendor Payment through TReDS:</b><br/> Gol has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.<br/> MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to.<br/> The detail of RXIL contact person is as below:<br/> Contact Name : Mr. Prajay Shukla<br/> Contact No.:8090051171<br/> E-mail id: prajay.shukla@rxil.in<br/> Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform.<br/> Any unfinanced invoice/s of MSME bidders seeking payment from NFL directly shall be processed as per the Standard payment terms agreed in PO / contract.<br/> All financing cost for using the facility shall be borne by the MSME bidder only.</p> |
| 8 | Liquidated Damages | <p>Please confirm the acceptance of Liquidated Damages clause, as per tender clause no 4 of Commercial Section. GST will be applicable on LD charges. Material shall be supplied as per agreed/specified delivery schedule. If the material is not delivered as per specified schedule, NFL reserves the right to either</p> <p>(i) Purchase the material from OPEN MARKET at the risk and cost of the supplier<br/> OR<br/> (ii) Accept the goods at its sole discretion after imposing the PENALTY @ 0.5% (half per cent) of the Basic Price + GST as applicable 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 Basic Price + GST on LD as applicable<br/> OR<br/> (iii) 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.</p>   |

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| 9  | Firm Price             | <p>Vendor to confirm that Total Landed Rate including Transportation Charges will remain firm till the complete execution of the order.</p> <p>No Revision in rates allowed except for any increase/decrease in rates of statutory levies such as GST/SGST/IGST etc. within contractual delivery period.</p> <p>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.</p>  |
| 10 | PERFORMANCE            | As per Technical Annexure-1.   |
| 11 | Force-majeure          | <p>The delivery period indicated in the Purchase Order should be strictly adhered to and normally no extension in delivery would be granted. However, if any time during the currency of the contract the performance in whole or in part by either party of any obligation under the contract shall be prevented or delayed by way of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, strikes, lock outs or acts of Gods, provided notice of any such happening is given by either party to the other within 21 days from the date occurrence thereof neither party shall, by reason of such event, be entitled to terminates contract nor shall either party have any claim for damage against the other in respect of such nonperformance 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.</p> |
| 12 | Subletting of contract | <p>The successful tenderer shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior written consent of NFL. 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 PO/Contract and to purchase the goods elsewhere and successful tenderer shall be liable to NFL 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.</p>   |
| 13 | Jurisdiction           | <p>All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in Bathinda court in Bathinda District in the state of Punjab.</p>  |
| 14 | INSPECTION             | <p>Inspection of material shall be made at our site, which shall be final. NFL shall not carryout pre- dispatch inspection at party's works/shop unless otherwise stated in the Purchase Order.</p>  |
| 15 | MSMED Registration     | <p>(a) Please confirm whether you are covered under MSMED Act 2006 and also mention category i.e. whether you are a Micro, Medium or small enterprise. Further, also mention whether the MSE is being owned by SC/ST entrepreneurs. Documents in support of the above must accompany your quotation. Benefits shall be given to firms covered under MSMED Act 2006 as per GOI guidelines.</p>  |

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|    |                               | (b) In case you are not registered as MSE, you shall procure at least 25% of value of contract/PO as Goods and services from MSEs and certificate to this effect will be submitted by you along with Invoice.   |
| 16 | <b>MAKE IN INDIA</b>          | Provisions of Public Procurement (Preference to Make in India), Order 2017 notified vide Order No.: P-45021/2/2017-BE-II dated 15.06.2017 of DIPP & all subsequent amendments shall be applicable in this tender. Bidders seeking benefits under preference to Make in India (Linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) Order 2017.”<br><br>If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.<br>Please submit a certificate confirming the minimum % age of local content from the OEM to claim benefits extended towards make in India policy. |
| 17 | Black-listing/ Delisting      | Bidders shall give Self certification that they have not been blacklisted by any Government Department/Public Sector Undertaking/Co-Operative Unit in the last Two Years. Offers of such blacklisted bidders shall not be considered.   |
| 18 | Laws Governing Purchase Order | The purchase order shall be governed by the Laws or Union of India for the time being in force.<br>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.<br>Restrictions on procurement from a bidder of a country which shares a land border with India shall be part of this tender as per Rule 144(xi) of GFR 2017.  |
| 19 | <b>INDEMNITY</b>              | 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.<br>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.   |
| 20 | <b>SECRECY</b>                | Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use or by the supplier except for the purpose of implementing the contract.  |
| 21 | <b>TDS</b>                    | Deduction shall be made from the payment as per existing GOI rules.   |
| 22 | <b>Relationship</b>           | A) None of NFL Employee is related to Owner / Director of Firm.<br>B) None of Ex-Employee of NFL is employed with vendor Firm<br>(In case of relatives/ex-employees concerned with NFL, please furnish their complete details such as Name, Department, E.No. etc.)   |

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| 23 | Signed copy of All Annexures of Tender documents | Bidders shall upload copy of all Annexures duly signed and stamped as a token of acceptance of all T&C of our NIT.<br>Bidders may ensure that tender documents are signed by appropriate authority of the company. Withdrawal of offer / non acceptance of orders placed based on offers submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorized person. |
| 24 | 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.  |
| 25 | Name & Contact of dealing person                 | Please provide Name & Contact (email & phone) of dealing person<br>Bidders may ensure that tender documents are signed by appropriate authority of the company. Withdrawal of offer / non acceptance of orders placed based on offers submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.  |
| 26 | CONTACT DETAILS of company                       | You shall attach sheet mentioning your e-mail ID, telephone / mobile no. etc. along with complete name & address details of your Firm/Co., for clarifications / placement of order.  |



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| 27 | EMD | <p>Tenderers must submit Earnest money deposit of Rs. 50,000/- (Rupees Fifty Thousand only). The Tenderers will have to submit the EMD in the form of:</p> <p><b>(i) E-Transfer of EMD through RTGS/NEFT are as follows:</b></p> <ul style="list-style-type: none"> <li>• <b>NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA</b></li> <li>• <b>Account Type: Cash Credit</b></li> <li>• <b>Account No: 11430301916</b></li> <li>• <b>IFSC Code: SBIN0003591</b></li> </ul> <p><b>Note:</b> Kindly mention your company name in remarks/narration while submitting EMD through NEFT/RTGS and also mention UTR no and date in your offer.</p> <p align="center">or</p> <p>A Bank Guarantee from a Scheduled Indian Bank (except Gramin/ Cooperative Banks) as per our prescribed format (see Annexure) and not GeM format. The Bank Guarantee should be valid for a period of Six Months and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (the details of BG No. &amp; date, amount, bankers name etc. has to be submitted in relevant field/column of online module). The bank guarantee should be submitted by bankers directly to NFL in a sealed envelope and not through any vendor / contractor.</p> <p>The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:</p> <p>(i) IFN 760 COV for issuance of Bank Guarantee.<br/> (ii) IFN 767 COV for amendment of Bank Guarantee.<br/> (iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.<br/> iv) Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV / IFN 767 COV.<br/> Cheques shall not be accepted in any case.</p> <ul style="list-style-type: none"> <li>• Tenders without Earnest Money Deposit are liable to be rejected at the sole discretion of NFL. In case of submission of EMD through RTGS/NEFT or Bank Guarantee, it should be ensured by the vendor that the UTR Number/original Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of RTGS/NEFT remittances/ Bank Guarantee given online by the vendors.</li> <li>• 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.</li> <li>• Earnest Money of the successful tenderers shall be returned on submission of security deposit.</li> <li>• Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible after finalization of tender.</li> <li>• No interest will be paid on the Earnest Money Deposit.</li> <li>• Refund of EMD remittances shall be done by RTGS/NEFT. Bidder must submit the bank details for refund of EMD along with their offer. Charges if any, shall be borne by the vendor.</li> </ul> |
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| 28 | Security Deposit | <p>28.01 Security Deposit will be paid by the successful tenderers. The security deposit to be furnished by the successful tenderer for the faithful and proper fulfillment of the contract shall be 5% of the Purchase Order value</p> <p>28.02 e-Transfer of SD through RTGS/NEFT are as follows:</p> <ul style="list-style-type: none"> <li>• NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA</li> <li>• Account Type: Cash Credit</li> <li>• Account No: 11430301916</li> <li>• IFSC Code: SBIN0003591</li> </ul> <p>Note: Kindly mention your company name in remarks/narration while submitting SD thru NEFT/RTGS and also inform us the UTR no. and date.</p> <p>28.03 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) 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. The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:</p> <p>(i) IFN 760 COV for issuance of Bank Guarantee.</p> <p>(ii) IFN 767 COV for amendment of Bank Guarantee.</p> <p>(iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.</p> <p>iv) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV / IFN 767 COV.</p> <p>28.04 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.</p> <p>28.05 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.</p> <p>28.06 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.</p> <p>28.07 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.</p> <p>28.08 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</p> <p>28.09 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.</p> <p>28.10 The security deposit shall not carry any interest.</p> |
| 29 | Arbitration      | Detailed below  |

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| 30 | General Terms and conditions | All other Terms and conditions shall be as per GeM GTC. |
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• **ARBITRATION( for other 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.

Where the claim including determination of interest, if any, being claimed up to 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, up to 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 prty 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 Arbitrator(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, 199 and any further statutory modifications or re-enactment thereof and the rules made thereunder.

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 the date of award of contract.

The seat and venue of arbitration shall be Bathinda only.

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.

- **ARBITRATION( for Foreign parties):**“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 b 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 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:

All commercial disputes between CPSEs inter se and CPSEs and Govt. Department(s)/Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM N0.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20-02-2020.

“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 also Government Department/ 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 N0.4(1)/2013-DPE(GM)/FTS-1835 dated 22-08-2018”.

**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 15.06.2017 of DIPP shall be applicable in this tender. Bidders seeking benefits under preference to Make in India (Linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) Order 2017.”**

To encourage ‘Make in India’ and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order:-

a) ‘L1’ means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

b) ‘Margin of purchase preference’ means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.

c) ‘Nodal Ministry’ means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

d) ‘Procuring entity’ means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes

Government companies as defined in the Companies Act.

e) ‘Works’ means all works as per Rule 130 of GFR- 2017, and will also include ‘turnkey works’.

i) Eligibility of ‘Class-I local supplier’/ ‘Class-II local supplier’/ ‘Non-local suppliers’ for different types of procurement.

a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’, shall be eligible to bid irrespective of purchase value.

b) Only ‘Class-I local supplier’ and ‘Class-II local supplier’, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, ‘Non-local suppliers’ shall also be eligible to bid along with ‘Class-I

local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para (i)(a) above, and with estimated value of purchases less than INR 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

ii) Purchase Preference

a) Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

b) In the procurements of goods or works, which are covered by para (i)(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

2. If L1 bid is not a 'Class-I local supplier', 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods or works, which are covered by para (i)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

4. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

iii) Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20 (twenty) percent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20 (twenty) percent margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20 (twenty) percent margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

iv) Exemption of small purchases: Notwithstanding anything contained in paragraph (i), procurements where the estimated value to be procured is less than INR 5 lakhs shall be exempt from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

v) Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50 (fifty) percent. For 'Class-II local supplier', the 'local content' requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for 'Class-I local supplier'/'Class-II local supplier' respectively.

vi) Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

vii) Government E-marketplace: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

viii) Verification of local content:

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 location(s) at which the local value addition is made.

b) In cases of procurement for a value in excess of INR 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

- e) Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.
- h) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - 1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - 2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - 3. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
- ix) Specifications in Tenders and other procurement solicitations:
  - a) Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
  - b) Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
  - c) Procuring entities shall review all existing eligibility norms and conditions with reference to sub-paragraphs (viii) (a) and (b) above.
- d) Reciprocity Clause
  - 1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring



country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

2. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

4. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

5. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

e) Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f) “All administrative Ministries/Departments whose procurement exceeds INR 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website.”

x) Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

xi) Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

xii) Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local

competition with adequate quality.

xiii) Manufacture under license/ technology collaboration agreements with phased indigenization

a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

xiv) Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

1. reduce the minimum local content below the prescribed level; or
2. reduce the margin of purchase preference below 20 (twenty) percent; or
3. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

xv) Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

xvi) Standing Committee. A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade- Chairman Secretary, Commerce-Member Secretary, Ministry of Electronics and Information Technology-Member Joint Secretary (Public Procurement), Department of Expenditure-Member Joint Secretary (DPIIT)-Member- Convenor The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

xvii) Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of the Order.

xviii) Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of the Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

xix) Transitional provision: The Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

(Rule 153 of GFR 2017)

(Note: 1Latest revision to the Order notified vide OM No. P-45021/2/2017-PP (BE-II) issued by DPIIT, dated 16.09.2020)

[Buyer is advised to refer latest guidelines, if any, issued by the Ministry/ Corporate Office].

**For this Tender, following may be noted:-**

1. The quantity indicated in the NIT i.e. 500 MT is our estimated requirement for 12 months.
2. For calculating the breakup of price of a particular vendor for the purpose of determining the component of GST at the time of placement of P.O, back working of price from the landed price shall be done by keeping the absolute value of charges, percentage of GST as fixed as quoted by the vendor in his initial price bid. No separate confirmation shall be taken for the same from the vendors.
3. NFL shall award the contract to multiple vendors in case L-2 bidder agrees to match the L-1 price.
4. Validity of Contract shall be 12 months with provision of further extension by 3 months at the sole option of NFL to take supplies of balance quantities of P.O. If any, the actual quantity may increase/decrease by 10% at the sole option of NFL during the validity of the contract/ P.O.
5. The quantity indicated in bid is our tentative 12 Months requirement. However deliveries shall be taken in staggered manner, depending upon our actual requirement from time to time.
6. The Price shall remain firm for entire contract period.

7. The material under the contract shall be supplied based on the delivery orders to be released from time to time as per NFL requirement
8. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day.
9. NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.

### **TRANSPORT INSURANCE, TRANSPORTATION AND DEDUCTION OF STATUTORY LEVIES FROM TRANSPORTERS.**

Transit Insurance will be arranged by supplier at his own cost.

1. The statutory requirement as detailed below are to be followed while transporting Sulphuric Acid to NFL Plant in tankers. Sulphuric Acid shall be despatched by Road, Tankers only. Party will ensure that only sound and road worthy tankers are engaged for acid transportation.
2. As required under Rule 134 of the OMV Rules 1989, emergency information panel (EIP) in prescribed format should be available at three locations, i.e. on both sides plus rear side of the tanker.
3. Transport Emergency Cards (TREM CARDS) should be available with the Driver of the tanker as required under the Law.
4. As per Rule 9 of the OVM Rules 1989, Driver of the Tankers carrying hazardous material should get their licences endorsed from Licensing Authority after successful completion of training for three days.
5. Mufflers/Flames arrestor must be provided on the exhausts of the tanker entering inside the hazardous areas like NFL Factory.
6. No detention charges for the detention of Tanker will be paid by NFL.

### **DIVIDING THE QUANTITIES BETWEEN SUPPLIERS**

1. Since, Sulphuric Acid is vital input required for maintaining production in uninterrupted manner/without causing any constraints, NFL shall have sole and unfettered discretion to place Purchase Orders on multiple suppliers for quantities, which will be distributed amongst the tenderers in a just manner.

The order quantity may be distributed in 60%: 40% ratio between L-1 and L-2 bidder in case L-2 bidder agrees to match the L-1 price.

2. 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.

### **PRICE ESCALATION/DESCALATION: -**

Basic price of Sulphuric Acid quoted by you will be subject to price fluctuation on the basis of Sulphur price as detailed below:-

In case of increase / decrease in price of Sulphur, the price of Sulphuric Acid will be increased / decreased taking into account that for 1 MT of Sulphuric Acid, 0.35 MT of Sulphur is required. For example, in case the Sulphur prices are increased from Rs. 22,000/- to Rs. 25,000/-, then the price of Sulphuric Acid will be increased by Rs. 1050/-

Similarly, in case there is a reduction in price of Sulphur by Rs. 3000/-, the price of Sulphuric Acid will be reduced by Rs. 1050/-.

Monthly D.O. will be issued for the monthly requirement depending upon our requirement. Our average monthly requirement is around 30-40 MT. D.O. price will be fixed based on the equated Sulphur price as per quotation and any increase / decrease based on the higher range of the Indian Sulphur price published in FERTILIZER WEEK on the date of placement of D.O. As this FERTILIZER WEEK is published on weekly basis, in case there is no publication on the date of D.O., the rate published immediate after the D.O. will be applicable. T.T. Selling rate of RBI/SBI/ FDIPL on the date of publication will be applicable for conversion of rates from US\$ to Indian Rupees.

After the fixation of rates, in case there is any delay in supply from the scheduled date of supply, the rate of Sulphuric Acid will also be subject to decrease in case Sulphur rates decreases after the scheduled date of supply is over. However, no increase will be applicable in case there is hike in the Sulphur prices after the delivery schedule date of supply is over.

The tenderer will have to mention the higher range of the Indian Sulphur price published in FERTILIZER WEEK, which has been considered while submitting the bid alongwith the relevant applicable TT selling rate of RBI/SBI/ FDIPL.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name of Company / Firm \_\_\_\_\_

**BANK GUARANTEE (FORMAT) FOR EMD**

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 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 \_\_\_\_\_ 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 FINALIZATION 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 AUTHORIZED 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 THEBANK 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 \_\_\_\_\_ 2016

**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.

**TENDER DOCUMENTS FOR NFB/PUR/SD/230021**

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)



**Technical Annexure 1**

| Sr | Item Cd | N.C. Item Desc.  | UM | Qty Reqd |
|----|---------|--|----|----------|
| 1  | 2911700 | Sulphuric Acid Commercial Grade<br>Having 98-98.5 percent Concentration<br>As Per ISI-266/1993 Revised upto<br>date. | MT | 500.000  |

**Technical Annxure-2**

**Eligibility Criteria**

| S. No. | Conditions   | Documents Required  |
|--------|--|---|
| 1      | Bidder should be manufacturer or authorized dealer or trader of Sulphuric acid commercial grade having conc. 98 to 98.5%.  | In case of manufacturer, bidder to submit the certificates / documents thereof.<br>If bidder is authorized dealer or trader, they shall mention the name of manufacturer whose material will be supplied with the authorization letter from the manufacturer.   |
| 2      | Bidder should have successfully completed PO of supply of sulphuric Acid commercial grade having 98 to 98.5% concentration with performance / completion certificate, during the last seven years ending last day of previous month in which tender has been issued. | Bidder shall submit copies of Purchase Orders along with Completion / performance certificate from the end users for at least one of the following:<br>a) Three similar completed POs each costing not less than the amount equal to 13 lakhs (inclusive of GST)<br>OR<br>b) Two similar completed POs each costing not less than the amount equal to 16 lakhs (inclusive of GST)<br>OR<br>c) One similar completed PO each costing not less than the amount equal to 26 lakhs (inclusive of GST)<br><br>In case completion / performance certificate from the end user is not available, bidder to submit self-certification for the same on their letter head mentioning name & address of the end user, PO No., completion date, contact person name & contact details including emails etc. NFL's decision of acceptance/rejection of bid shall be final and binding to the vendor. |
| 3      | Bidder will ensure that only sound and road worthy tankers will be engaged for acid transportation as statutory requirements. This is important keeping in view the hazardous nature of chemical.  | Bidder to give undertaking on their letter head that they will ensure the compliance of CMV rules 1989 i.e. rule number 9 , 134, etc. for special provisions required for transportation of goods of dangerous and hazardous nature to human life while dispatching tankers.  |
| 4      | Average Annual Financial turnover of the bidder during the last 3 years ending 31st March of the previous Financial Year   | Bidder shall submit self-attested copies of audited balance sheet and profit & loss account for the last 03 financial years ending on 31st march of previous financial year of the company (i.e. 2020-21, 2021-22 & 2022-23).   |

TENDER DOCUMENTS FOR NFB/PUR/SD/230021

|  |   |  |
|--|---|--|
|  | should be at least 30% of the estimated value, i.e. Rs.10.00 lakhs. | In case the bidders do not fall under the ambit of statutory audit or do not have audited annual reports/audited balanced sheets and profit & loss statements, shall submit a statement certified by statutory auditor/practicing chartered accountant with UDIN no. as documentary evidence in support thereof. |
|--|---|--|

**Model Clause certificate**

Tender Ref. No.: \_\_\_\_\_

To,  
M/s. National Fertilizers Limited,  
Bathinda, Punjab.

Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144(xi) of the General Financial Rules (GFRs) 2017, Order dated: 23/02/2023.

Sir,

I Mr.....(authorized signatory) for M/s .....(Vender name) 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 ..... (Vender name and 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 fulfill all requirements in this regard and is eligible to be considered (wherever applicable, attach evidence of valid registration certificate with competent authority).

For M/s ..... (Vender name)

(authorized signatory name, sign with stamp)