



National Fertilizers Limited

(A Government of India Undertaking)

Nangal Unit: Naya Nangal

(Punjab)- 140126

Phone: 01887-220568

Fax: 01887-220541

Ref: PN/SPX/2021/310

Dated: 20.04 .2024

NOTICE INVITING TENDER
Government –E –Market
Additional Terms & Conditions

Open tender under **two part bid** system through GeM portal are invited for the supply of material as per scope of work and Special Terms and condition mentioned in Annexure-I:-

Tender No.	NFN/PN/SPX/2021/310	
Description of Work	Procurement of Perforated type/ Ladder type Aluminium Cable Trays, Bends, Strips, Tags, Vertical Raiser/ Lower etc. for Nangal, Bathinda and Panipat units.	
Type of Bid	Open Tender under Two Part Bid System as per GeM	
Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lakh only)	
SD-cum-PG	@5% of Total Order Value	
Offer Validity period	Minimum 120 days from Tender Opening Date	
	i.	Special Instructions to Tenderers
	ii.	General Terms and Conditions of Notice Inviting Tender (Annexure-I)
	iii.	Online Techno-Commercial Template to be completed/filled in by Tenderers (Annexure-II)
	iv.	Eligibility Criteria
	v.	Cable Tray Specification Annexure-1
	vi.	Cable Tray Specification Annexure-2
	vii.	Integrity Pact
	viii.	Model Clause Certificate Annexure Z
	ix.	Make in India Local Content Annexure Y

For further details, visit our GEM Portal Site <https://gem.gov.in/>. Tender Particulars are also available on NFL website . Any future amendment/ modification to the NIT will be displayed only on GEM Portal <https://gem.gov.in> . Bidders are requested to visit GeM Portal regularly in their own interest to check for any amendment/modification to the NIT.

Dy. Manager – Materials



National Fertilizers Limited
(A Government of India Undertaking)
Naya Nangal (Punjab)– 140126, India
(An ISO 9001, 14001 & OHSAS 18001 Unit)
CIN No. L74899DL1974GOI007417

NFN/PN/SPX/2021/310
SPECIAL INSTRUCTIONS TO TENDERERS

- 1.00 **Mode of Tendering:**
National Fertilizers Limited, Naya Nangal Unit intends to Procure Perforated type/ Ladder type Aluminium Cable Trays, Bends, Strips, Tags, Vertical Raiser/ Lower etc. for Nangal, Bathinda and Panipat units by inviting Bids through GeM portal under Open Tender two part bid system.
- 2.00 In the GeM process, Offers are required to be submitted electronically in place of offers in 'Hard Copy under Sealed Envelope' as is being done conventionally. Tender Submission, Tender Closing and Opening activities will be done electronically and online.
- 3.00 The NIT will be posted on GeM Portal <https://gem.gov.in> from where Vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online.
- 4.00 Vendors shall visit the URL i.e. <https://gem.gov.in> for downloading of tender documents, bid preparation, bid submission etc. .
- 5.00 No oral, email, telephone, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- 6.00 For queries regarding GeM process, you may contact GeM helpdesk. Contact details are as under:

GeM Helpdesk (For Vendors)

Toll Free Numbers (Inbound): Call
1800-419-3436 / 1800-102-3436
(9:00 am - 10:00 pm Mon to Sat)
HelpDesk Outbound No's : 07556681401, 07556685120, 01169095625

National Fertilizers Limited, Naya Nangal Unit (For Tender details)

i.	Name: Shri Ravi Kant Dua, Dy. Manager – Materials Contact No.: 09417559168 Email: rkdua@nfl.co.in
ii.	Name: Shri Ranjit Singh, Sr. Manager – Materials Contact No.: 09417730932 Email: ranjits@nfl.co.in

- 7.00 **Name & Address of the Consignee/Unit:-**
For item Sr. no. 1.1 to 1.15
Manager (Materials) , Nangal Unit
National Fertilizers Limited, Naya Nangal (Punjab) -140 126,
For item Sr. no. 1.16 to 1.27
Manager (Materials), Bathinda Unit
National Fertilizers Limited, SIBIAN ROAD, Bathinda 151001 (PUNJAB)
For item Sr. no. 1.28 to 1.44
Manager (Materials), Panipat Unit
National Fertilizers Limited, Gohana Road, Panipat (Haryana) , 132 106

- 8.00 This NIT/Enquiry is also available on our Company's website <https://www.nationalfertilizers.com> for reference purposes. However, tenders will be submitted online on GeM Portal <https://gem.gov.in> only.



National Fertilizers Limited
(A Government of India Undertaking)
Naya Nangal (Punjab)–140 126, India
(An ISO 9001, 14001 & OHSAS 18001 Unit)
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NFN/PN/SPX/2021/310
Terms and Conditions of Notice Inviting Tender

Annexure-I

- 1.00 Detailed Scope of Supply and other terms and conditions for the **Perforated type/ Ladder type Aluminium Cable Trays, Bends, Strips, Tags, Vertical Raiser/ Lower etc. for Nangal, Bathinda and Panipat units** are given in attached Annexures.
- 2.00 **Submission of Tender:**
- 2.01 Tenders shall be submitted electronically on GeM Portal <https://gem.gov.in>.
- 2.02 No oral, email, telephonic, telegraphic tenders or tenders submitted in hard copies/ physical form will be entertained.
- 2.03 Bidders are expected to examine all the instructions, forms, terms and conditions in the bidding documents. The Invitation to Bid together with all its attachments thereto shall be considered to be read, understood and accepted by the Bidders, unless deviations are specifically stated in the seriatim by the bidders. Failure to furnish all the information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of the bid.
- 2.04 No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
- 2.05 Complete specifications of the Stores offered together with manufacturer's name brand, etc. of each of the item must be indicated in the Technical Bid and descriptive literature and samples (wherever necessary or required) should be sent separately by post immediately after uploading the tender documents.
- 2.06 ***Tenderers must submit/upload one complete set of the tender documents duly signed in token of acceptance of all the tender conditions along with their techno-commercial bid failing which their tender may not be considered.***
- 3.00 **Signing of Integrity Pact**
Bidders will sign the Integrity Pact (uploaded separately) which is an integral part of Tender Documents and upload it with their Unpriced Techno-Commercial Bids. The Bidder failing to upload the Integrity Pact will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website www.nationalfertilizers.com
- The Name and e-mail addresses of IEMs are as under:-
(1). Shri Hermanprit Singh E-mail: hermanprit@gmail.com;
(2). Shri Rakesh Kumar Agrawal E-mail: rkagrawal1958@gmail.com;
- Tenderers must ensure that duly signed copy of Integrity Pact has been uploaded along with tender documents
- 4.00 Tenderers shall quote the price strictly on '**F.O.R. Destination (i.e. NFL, respective Unit Naya Nangal, Bathinda and Panipat) basis**'.
- 5.00 **Firmness of Prices:**
Quoted rates shall remain firm during the validity period of Purchase Order except for variation in statutory levies. The increase in statutory levies, if any, shall be borne by NFL

provided the supplies are made as per schedule. However in case of decrease in statutory levies, if any, the payment shall be made on actual basis.

- 6.00 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.
- 7.00 Tenderers must mention their GST Identification Number and PAN allotted by statutory authorities in the Technical Bid positively.
- 8.00 Wherever the bidder is silent about the acceptance of NIT conditions such as Bank Guarantee, Guarantee period, Liquidated Damages etc., it shall be presumed that the bidder has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
- 9.00 No enhancement of rates will be allowed once the quotation is submitted /accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.
- 10.00 No escalation will be allowed due to any increase in duties/levies in case of extension sought by the parties beyond stipulated delivery period.
- 11.00 **Compensation for submission of Tenders:**
The tenderer shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though NFL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.
- 12.00 **Change in Tender Schedule:**
NFL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the tenderers well in time by email/fax/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the vendor to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. NFL shall not be responsible if a vendor is not able to participate in any activity related to this tender due to change in tender schedule.
- 13.00 **Acceptance/Rejection of Bids:**
Notwithstanding anything to the contrary contained herein, NFL reserves the right to accept or reject, at its sole discretion, any Bid/all bids in whole or in part and/or accept other than the lowest bid without assigning any reasons thereof and to annul the bidding process at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for NFL's rejection.
- No correspondence will be entertained with regard to acceptance or rejection of an offer. NFL is also not bound to disclose the reasons for rejection of the offer to the tenderers.
- 14.00 **Jurisdiction**
All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in a court situated at Nangal Court in Ropar District of Punjab.
- 15.00 **MSMED Declaration:**
Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises. MSME Policy shall be applicable
- 16.00 **Validity of Tenders:**
The tenders must be valid for acceptance for 120 (One Hundred and Twenty) days from tender opening date.
- 17.00 **Clarification:**

For any clarification on this Invitation of Bid, please contact Shri Ranjit Singh, Sr. Manager (Materials) on Phone No. 09417730932 or Shri Ravi Kant Dua, Dy. Manager (Materials) on Phone No. 09417559168.

18.00 **Earnest Money Deposit:**

18.01 Tenderers must submit Earnest Money Deposit **Rs. 1,00,000/-** (Rupees **One Lakh only**). The EMD will be submitted by way of:-

i) E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as under:-

- | | | |
|----|-------------------|---|
| a. | NFL's Account No. | 011070992603 (Cash credit A/c) |
| b. | Name of Bank: | State Bank of India, Naya Nangal |
| c. | Branch Name: | NFL Naya Nangal |
| d. | MICR: | 140002304 |
| e. | IFS Code: | SBIN0000689 |

Note: *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 rkdua@nfl.co.in for proper accounting of deposited amount*

or

(a) Bank Guarantee from any Nationalized/Scheduled Bank (except Gramin (Rural)/ Co-Operative Banks) as per NFL's prescribed format (see Annexure-VIII). The BG should be valid for a period of 120 days from Tender Opening Date and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module). **The Vender/ 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, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code ICIC0000031, as per following details:**

- i. **IFN 760 COV for issuance of bank guarantee.**
- ii. **IFN 767 COV for amendment of bank guarantee.**
- iii. **Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.**
- iv. **Issuing bank shall be mention NFL beneficiary code as " NFLNATIONAL04022015" field 7037 of IFN 760 COV/IFN 767 COV.**

ii) **Cheques shall not be accepted in any case**

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

18.03 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.

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

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

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

19.00 **Security Deposit-cum-Performance Guarantee:**

19.01 **The successful tenderer, for the faithful performance of the Contract, will furnish Security Deposit-cum-Performance Guarantee equivalent to 5% of Order Value within 15 days of issue of Purchase Order.** Security Deposit will be submitted in the form of:-

a. E-Transfer in NFL's Bank A/c No. mentioned in Clause 18.01 (i) above

OR

b. By way of a Bank Guarantee from any of the Scheduled Bank excluding Gramin/ Co-Operative Bank as per NFL's prescribed format (see Annexure-IX). The Bank Guarantee should be valid for a period covering the Delivery Period plus Guarantee Period plus a claim period of 3 months.

(b) *The Bank Guarantee shall be submitted by the Issuing Bank directly to National Fertilizers Limited, Naya Nangal in a sealed cover through Registered A/D Post and not through any Courier Service or through Supplier. Supplier shall also arrange for the online confirmation of Bank Guarantee (including all its amendments) by his Issuing Bank directly to our Bankers: The Vender/ 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 IICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code ICIC0000031, as per following details:*

i) IFN 760 COV for issuance of bank guarantee.

ii) IFN 767 COV for amendment of bank guarantee.

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

iv) Issuing bank shall be mention NFL beneficiary code as “ NFLNATIONAL04022015” field 7037 of IFN 760 COV/IFN 767 COV.

c. Cheques will not be accepted in any case

19.02 The Security Deposit-cum-Performance Guarantee 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. NFL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.

19.03 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 draw from the Bank Guarantee/Security Deposit-cum-Performance Guarantee either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee/ Security Deposit-cum-Performance Guarantee to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

19.04 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.

19.05 In the event of the forfeiture of whole or part of the security cum performance deposit, the tenderer will deposit further sum/sums, so as to maintain the full security deposit amount as per Para 19.01 above.

19.06 The Security Deposit-cum-Performance Guarantee will be refunded after completion of stipulated period and conditions. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the security cum performance deposit or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

19.07 **The security deposit-cum-Performance Guarantee will not bear any interest.**

20.00 **Price Submission:**

20.01 Prices shall be quoted on **FOR – respective unit only .**

20.02 **Packing , Forwarding and Freight Charges**

The quoted rates shall be inclusive of P&F charges and Freight charges.

20.03 **Goods & Services Tax (GST):**

a. Bidders shall mention the applicable rates of GST in their bid for the quoted items indicating clearly the HSN Codes and the applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). The GST shall be paid by NFL against GST Invoice. The quoted rates shall be inclusive of GST charges.

b. Bidder/Supplier shall have valid GSTIN/GST Provisional ID and provide Invoice and all other documentation (such as E Way bill, transportation copy of invoice, etc.) in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relations to payment of GST.

c. Tenderers shall note that the prime responsibility for assessment in respect of GST rests with the Contractor/Supplier. Therefore, liability of NFL is restricted to the extent of GST only i.e. excluding interest or penalty, if any. It must therefore be ensured by the Contractor himself that the GST is deposited with appropriate authority in time and the manner as prescribed by the Law.

d. **Deduction of TDS on GST:**

As per GST Act 2017, TDS is to be deducted from the payments made to the Supplier. Supplier shall be required to accept the same on the GST Portal within 3 days from due date of filing of TDS return (GSTR7) by NFL to enable us to issue the TDS Certificate to the Contractor in time. If the Supplier fails to accept the same in the GST Portal, Penalty, if any, imposed by GST Authority, will be recovered from the Contractor:

e. **GST of NFL, Naya Nangal Unit and Bathinda Unit**

Taxpayer's Trade Name: **National Fertilizers Limited, Naya Nangal and Bathinda Punjab**

Taxpayer's Legal Name: **National Fertilizers Limited**

GST No.: **03AAACN0189N2ZD**

PAN: **AAACN0189N**

GST of NFL, Panipat Unit

Taxpayer's Trade Name: **National Fertilizers Limited, Panipat Unit, Haryana**

Taxpayer's Legal Name: **National Fertilizers Limited**

GST No.: **06AAACN0189NIZ8**

PAN: **AAACN0189N**

20.04 Any variation in Statutory Levies/Taxes within the contractual delivery period shall be to NFL's account & beyond contractual delivery period, upward variation shall be to Supplier's account.

21.00 **Payment Terms:**

No Advance Payment shall be made.

Payment schedule:- 100% payment of material supplied will be made **by respective units** within 30 days of issue of our receipt cum acceptance certificate and submission of bill at respective unit .

22.00 **Delivery Period**

Tenderers shall quote the shortest possible delivery period for supply of material from the date of LOI/ Purchase Order.

23.00 **Penalty for Late Delivery of Material:**

It shall be obligatory on the part of Suppliers to adhere strictly to the deliveries quoted and accepted by us in our Order. In case of delay in supplies, unless extension of delivery has been granted, in writing, by NFL on application by the supplier, NFL may, at its option either:-

i. **LD on supply of material:**

- i. Recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or
- ii. purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or
- iii. Cancel the contract without prejudice to our rights under (i) & (ii) above.

- ***Limit of maximum LD against all scenarios shall not exceed 5% of the order value. Also, GST as applicable on the LD Charges/Penalty shall also be recoverable in addition to LD Charges/Penalty applicable on delayed supplies.***

24.00 **Destination for booking of material:**

- a. By Road : Door Delivery at NFL RESPECTIVE PLANT.
- b. Consignee : Manager – Materials
National Fertilizers Limited, RESPECTIVE UNIT

26.00 **Inspection of material**

Final inspection of the material will be carried out at our Site.

27.00 **Acceptance/Rejection of material**

Subsequent to an order being placed against your quotation, received in response to this enquiry, if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market/ other sources and recover the loss, if any, from the supplier reserving to ourselves the right to forfeit the security deposit, furnished by the supplier against the contract. The supplier will make his own arrangements to remove the rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.

- 28.00 The prospective tenderers having any common partners/Directors/Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible for participating in the tender.

Tenderers have to submit a declaration along with the Technical Bid declaring:-

- (a) That no other Firm/Sister Concern/Associate belonging to the same group is participating/submitted offer against this tender.
- (b) That the bidders, their associates, sister concerns etc. have not been blacklisted by any Institutional Agency/Government Department/Public Sector Undertakings in the last two years.

In case of concealment of any fact, if detected later on, such tenderer will be debarred from all future dealings with NFL.

29.00 One person will be allowed to represent only one company during discussions/negotiations with NFL. If same person is representing different companies with authorisation letter from more than one company, such person will be allowed to represent only the first company called for negotiations.

30.00 It shall be certified by the tenderer that:-

- i) None of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately).
- ii) None of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).
- iii) None of blood relation of the owners/directors is participating in this tender in the name of other firm.

31.00 In case any tenderer or contractor have a relation/s or in case of a firm or Company of contractor's one or more of its shareholders or relations of shareholders employed in the N.F.L., the tenderer must disclose the names of such relation/s while submitting his offer, failing which, N.F.L. may at its sole discretion reject the tender or rescind the contract.

32.00 **Clear understanding:**

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

33.00 **Debarment of Tenderers for making baseless complaints**

If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders up to a period of two (2) years.

34.00 **Award of Contract:**

Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.

35.00 **Subletting of Contract:**

The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which NFL may sustain in consequent to 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 fulfilment of the contract.

36.00 **Secrecy**

Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.

37.00 **Force Majeure:**

Neither party shall be liable for any claim on account of any loss, damage or compensation whatsoever arising out of any failure to carry out the terms of this contract where such failure is caused due to war, rebellion, mutiny, civil commutation, fire, riot, earthquake, draught, floods, crop failure, strike, major break down of the plant or Acts of God or due to any restraint or regulation of the State or Central Government or a Local Authority/Authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition furnishing therewith-documentary evidence supporting the working of force majeure clause.

On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which force majeure to be effected.

38.00 The tenderer shall comply with all statutory requirements and laws in performing the contract. The responsibility for action/safety of his employees while performing the contract by the tenderer shall be solely his.

39.00 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.

40.00 The Contractor shall be solely responsible for the compliance of various Labour laws as applicable in the State of Punjab and Haryana as amended from time to time such as The Minimum Wages Act, 1948, The Employee's Provident Fund & Miscellaneous Provisions Act, 1952, the Factories Act 1948, Workmen's Compensation Act etc., and any other Act formed by State/Central Government from time to time and relevant to the Contract for the manpower deployed by him at NFL Site.

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

If the NFL is called upon to make any payments as aforesaid due to any act or omission or Failure 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.

42.00 **Disputes**

In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof.

43.00 **Arbitration**

- The contract shall be governed by and construed in accordance with the laws of India.
- Execution of Purchase Order shall be continued by the Supplier during the Arbitration proceedings unless otherwise directed in writing by NFL

1.01 **For Indian Bidders:**

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 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, 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 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, 1996 and any further statutory modification or reenactment thereof and the rules made thereunder.

It is agree by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the dispute/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 the contract.

The seat and venue of arbitration shall be NFL Naya Nangal.

The cost of the proceeding 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.

1.02 For Foreign Bidders:

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 Rule 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.

1.03 For CPSEs and Government Department:

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 clauses in all commercial contracts between CPSEs inter se and CPSEs and Government Department/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 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 No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018."

44.00 Patents

In the event of order, the Tenderer shall agree to indemnify the NFL or/and hold it/them harmless from against all claims, liability, loss, damage or expense including counsel fees arising from or by reasons of an action or claimed trade mark patent or copyright infringement or any litigation based hereon with respect of any part of the quoted items and such obligation shall survive acceptance of and payment for the items.

45.00 Indemnity

In the event of order, the Tenderer shall indemnify and save harmless NFL and or customer from all claims, losses, demands, causes of action or studies arising out of the services, labour, equipment and material supplied.

46.00 Seller Registration on Government e-Marketplace (GeM)

Bidders are hereby informed that it is mandatory for the sellers to be registered on GeM (Government e-Market) and obtain a unique GeM Seller ID to participate in said tender. Your prior registration on GeM is essential before participating in this tender.

47.00 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 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 Letter Head as per **Annexure-Z** enclosed alongwith offer .

48.00 Guarantee / Warranty Certificate :-

You shall have to furnish a Guarantee / Warranty Certificate for your 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.

Eligibility Criteria

A		
Technical Eligibility Criteria		
Sr. No.	Eligibility Criteria	Supporting Documents required
1.	The bidder should be a manufacturer of 'Aluminium Cable Trays' or his authorised dealer.	<p><u>In case of a Manufacturer</u> Bidder shall submit a copy of valid industrial licence issued by statutory Authority / Govt. Agency along with a copy of PAN Card and GST Registration Certificate.</p> <p><u>In case of a Dealer</u> Authorisation letter from the manufacturer with date of validity of authorised dealership of the bidder along with a copy of PAN Card and GST Registration Certificate.</p>
2.	<p>The bidder should have supplied similar Item during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>Similar Item means: 'Aluminium Cable Trays'</p>	<p>The bidder shall submit self-attested copies of successfully completed Purchase Order(s) (PO)/ Work Order (s) (WO)* in India with full technical scope of work & commercial details** including order value for at least one of the following:</p> <p>a) Three completed PO/WO for supply of similar item each costing not less than Rs. 90.6 Lacs (inclusive of GST). OR</p> <p>b) Two completed PO/WO for supply of similar item each costing not less than Rs. 113.25 Lacs (inclusive of GST). OR</p> <p>c) One completed PO/WO for supply of similar item costing not less than Rs. 181.2 Lacs (inclusive of GST).</p> <p><i>*The Purchase/Work order (s) executed by OEM directly will also be acceptable in case the bidder is an authorized dealer/channel partner and has no such PO/WO in the name of their own firm.</i></p> <p><i>**In case of reference Work Order with Supply, Erection & Commissioning clause having no breakup value-wise, then 80% value of WO item shall be considered against supply portion.</i></p>
B		
Commercial Eligibility Criteria		
1.	The average annual financial turnover of the bidder during the last three years ending 31.03.2023 should be not less	Bidder shall submit audited Profit & Loss Accounts and Balance Sheets for the last three financial years i.e. FY 2020-21, 2021-22 &

	than Rs. 90.6 Lacs.	<p>2022-23 or Calendar year 2020, 2021 and 2022.</p> <p>In case the bidder do not fall under the ambit of statutory audit, and/or do not have audited Profit & Loss Accounts and Balance Sheets, shall submit a statement indicating the average annual financial turnover during the last three years certified by the Statutory Auditor / practicing Chartered Accountant with UDIN as documentary evidence in support thereof.</p>
2.	Net worth of the bidder should be POSITIVE as on 31.03.2023 or 31.12.2022 (in case of calendar year)	Bidder shall submit a certificate indicating the Net Worth duly certified by statutory auditor/ practicing Chartered Accountant with UDIN, for the FY2022-23 or calendar year 2022.



National Fertilizers Limited
 (A Government of India Undertaking)
 Naya Nangal – 140 126, Punjab, India
 (An ISO 9001, 14001 & OHSAS 18001 Unit)
 CIN No. L74899DL1974GOI007417

Annexure-II

NFN/PN/SPX/2021/310

Part-II: Online Template of Techno-Commercial Bid (Unpriced)

S.No.	NFL Requirement as per NIT	Qty	UoM	Respective Item required to be delivered	Vendors Comment (Agreed / If not Agreed, Please Comment)
1.1	PERFORATED TYPE 600 MM CABLE TRAY DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	2500	MTR		
1.2	PERFORATED TYPE 600 MM HORIZONTAL BEND DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	60	NO		
1.3	PERFORATED TYPE 600 MM VERTICAL RAISER DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	30	NO		
1.4	PERFORATED TYPE 600 MM VERTICAL LOWER DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	30	NO		
1.5	PERFORATED TYPE 300 MM CABLE TRAY DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	1200	MTR		
1.6	PERFORATED TYPE 300 MM HORIZONTAL BEND DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	15	NO		
1.7	PERFORATED TYPE 300 MM VERTICAL RAISER DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	10	NO		
1.8	PERFORATED TYPE 300 MM VERTICAL LOWER DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	10	NO		
1.9	PERFORATED TYPE 100 MM CABLE TRAY DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	1000	MTR	AT NFL NANGAL	

1.10	PERFORATED TYPE 100 MM HORIZONTAL BEND DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	15	NO	UNIT(PUNJAB)	
1.11	PERFORATED TYPE 100 MM VERTICAL RAISER DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	10	NO		
1.12	PERFORATED TYPE 100 MM VERTICAL LOWER DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	10	NO		
1.13	PERFORATED TYPE 50 MM CABLE TRAY DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	1000	MTR		
1.14	ALUMINUM STRIP DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	1500	MTR		
1.15	CABLE/INSTRUMENT TAG PLATE DETAILS SPECIFICATION AS PER ATTACHED ANNEXURE 1&2	2000	NO		
1.16	LADDER TYPE 900MM CABLE TRAY FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	1500	MTR	AT NFL BATHINDA ,PUNJAB	
1.17	LADDER TYPE 900MM HORIZONTAL BEND FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	24	NO		
1.18	LADDER TYPE 900MM VERTICAL RAISER FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	24	NO		
1.19	LADDER TYPE 900MM VERTICAL LOWER FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	24	NO		
1.20	PERFORATED TYPE 300MM CABLE TRAY FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	1000	MTR		
1.21	PERFORATED TYPE 300MM HORIZONTAL BEND FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	15	NO		
1.22	PERFORATED TYPE 300MM VERTICAL RAISER FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	10	NO		
1.23	PERFORATED TYPE 300MM VERTICAL LOWER FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	10	NO		

1.24	PERFORATED TYPE 200MM CABLE TRAY FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	1000	MTR	
1.25	PERFORATED TYPE 100MM CABLE TRAY FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	1000	MTR	
1.26	PERFORATED TYPE 50MM CABLE TRAY FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	1000	MTR	
1.27	ALUMINUM STRIP FOR UREA DCS UPGRADATION PROJECT. SPECIFICATIONS AS PER ANNEXURE 1& 2	1500	MTR	
1.28	LADDER TYPE 900MM CABLE TRAY. SPECIFICATIONS AS PER ANNEXURE 1& 2	1500	MTR	
1.29	LADDER TYPE 900MM HORIZONTAL BEND. SPECIFICATIONS AS PER ANNEXURE 1& 2	30	NO	
1.30	LADDER TYPE 900MM VERTICAL RAISER. SPECIFICATIONS AS PER ANNEXURE 1& 2	24	NO	
1.31	LADDER TYPE 900MM VERTICAL LOWER. SPECIFICATIONS AS PER ANNEXURE 1& 2	24	NO	
1.32	PERFORATED TYPE 600MM CABLE TRAY. SPECIFICATIONS AS PER ANNEXURE 1& 2	500	MTR	
1.33	PERFORATED TYPE 600MM HORIZONTAL BEND. SPECIFICATIONS AS PER ANNEXURE 1& 2	25	NO	
1.34	PERFORATED TYPE 600MM VERTICAL RAISER. SPECIFICATIONS AS PER ANNEXURE 1& 2	25	NO	
1.35	PERFORATED TYPE 600MM VERTICAL LOWER. SPECIFICATIONS AS PER ANNEXURE 1& 2	25	NO	AT NFL PANIPAT, HARA YANA
1.36	PERFORATED TYPE 300MM CABLE TRAY. SPECIFICATIONS AS PER ANNEXURE 1& 2	1000	MTR	
1.37	PERFORATED TYPE 300MM HORIZONTAL BEND. SPECIFICATIONS AS PER ANNEXURE 1& 2	15	NO	
1.38	PERFORATED TYPE 300MM VERTICAL RAISER. SPECIFICATIONS AS PER ANNEXURE 1& 2	10	NO	
1.39	PERFORATED TYPE 300MM VERTICAL LOWER. SPECIFICATIONS AS PER ANNEXURE 1& 2	10	NO	

1.40	PERFORATED TYPE 200MM CABLE TRAY. SPECIFICATIONS AS PER ANNEXURE 1& 2	1000	MTR	
1.41	PERFORATED TYPE 100MM CABLE TRAY. SPECIFICATIONS AS PER ANNEXURE 1& 2	1000	MTR	
1.42	PERFORATED TYPE 50MM CABLE TRAY. SPECIFICATIONS AS PER ANNEXURE 1& 2	1000	MTR	
1.43	ALUMINIUM STRIP. SPECIFICATIONS AS PER ANNEXURE 1& 2	1500	MTR	
1.44	CABLE/INSTRUMENT TAG PLATE (ALUMINIUM). SPECIFICATIONS AS PER ANNEXURE 1& 2	2500	NO	
(1)	Special Clauses to be incorporated in NIT:			
(i)	Offers shall be evaluated on L-1 basis item wise			
(ii)	Guarantee/Warranty is applicable for all the items as per clause no. 48 of Terms and Condition of our NIT.			
(iii)	Material shall be dispatched by the party to respective units as per the consignee details as per Purchase order to be released by NFL, Nangal unit and material inspection shall be done by respective unit.			
(iv)	Bidders should quote their prices as FOR Site basis i.e NFL Nangal/NFL Bathinda/NFL Panipat (Price must include P&F , GST, Insurance and Freight charges) considering respective dispatch location.			
(v)	Material shall be dispatched by the party to respective units as shown in above Techno –Commercial bid and as per Purchase order to be released by NFL, Nangal Unit .			
(vi)	After accepting the material by respective Units , the payment shall be released by that Unit			
(vii)	Bidders should preferably quote the prices on FOR respective unit only i.e., inclusive of P&F , Insurance, Freight charges, and GST etc.			
2	Guarantee/Warrantee Certificates	You shall have to furnish a Guarantee / Warranty Certificate for your 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 dispatch documents.		

3	Respective items required to be delivered.	As stated above Items required in different unit is as under:- Item Sr. No. 1.1 to 1.15 is required at Nanagl Unit. Item Sr. No. 1.16 to 1.27 is required at Bathinda Unit Item Sr. No. 1.28 to 1.44 is required for Panipat Unit.	
4	Evaluation Criteria	Offers shall be evaluated on L-1 basis item wise	
5	Delivery Period	Vendor shall quote/mention Minimum Shortest Delivery Period specifically in Weeks/ Months. Please do not comment 'Confirmed/Agreed' against this column.	
6	Delivery Station	Bidder should confirm that the material will be dispatched on FOR respective Unit inclusive of P&F , Freight,insurance charges and GST).	
7	TECHNICAL SPECIFICATION- ANNEXURE-1 and 2	Vendor may please offer comments/give acceptance against all Technical parameters clauses provided in the Annexure-1 and 2	
8	Eligibility Criteria	Bidder shall agree to Eligibility Criteria for the tender and shall upload necessary documents (duly indexed and numbered) mentioned in it. Offers not meeting the eligibility criteria shall be rejected.	
9	Signing of Integrity Pact	Bidders shall sign the Integrity Pact attached separately and upload the scan copy of the signed and stamped Integrity Pact along with their Online Bid. Hard Copy should be sent invariably through post subsequently. Refer Clause 3.00 of Terms and Conditions of NIT in this regard.	
10	Earnest Money Deposit	Tenderers shall furnish Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh Rupees only) as explained in Clause No. 18.00 of Terms and Conditions of NIT. Tenderers shall indicate the details of EMD. (Scanned copy of BG to be uploaded. If remitted through NEFT/RTGS, then Name of Bank, UTR No. etc. must be mentioned)	
11	Security Deposit-cum-Performance Guarantee	Successful Tenderer shall have to submit a sum equivalent to 5% of Basic Order Value towards Security Deposit-cum-Performance Guarantee within 15 days of receipt of Purchase Order in the manner as prescribed in Clause 19.00 of Terms and Conditions of NIT	
12	URN No. Detail	Incase SD cum PBG submitted through NEFT/RTGS, URN. No for the same may be mentioned	
13	Liquidated Damages for delay in supply	Recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order as prescribed in Clause 23.00 of Terms and Conditions of NIT	
14	Offer Validity	Offers should be valid for 120 Days from bid opening date. Vendors confirm their acceptance	

15	Payment Terms	<u>No Advance Payment shall be made.</u> 100% payment of material supplied will be made by respective units within 30 days of issue of our receipt cum acceptance certificate and submission of bill at respective unit .	
16	Mode of Payment	Through NEFT/RTGS by way of Electronic Fund Transfer (EFT). You will inform your 11 digit Core Banking bank Account No., Name and Place of branch and branch code no., enabling NFL to arrange the transfer of due payment in their account directly.	
17	Bank Charges	Bank Charges for this facility of direct credit by to their bank account will be borne by the party/ Tenderer.	
18	Complete Bank Details	Please mention your Complete Bank details and upload a copy of cancelled cheque.	
19	Dealership/ Authorization Cert.	Party to furnish a valid Dealership/ authorization Cert. from their Principal (in case offer is submitted by a dealer).	
20	Price Basis	Prices shall be quoted on FOR – Destination (i.e. NFL respective unit) basis including all taxes and other cost components.	
21	Packing and Forwarding Charges	It shall be inclusive on quoted rates.	
22	GST	The rate (%) of GST considered in Total Price to be mentioned by Vendor and shall be inclusive in quoted rates as per GeM.	
13	GST Identification/ Registration Number	Tenderers shall in variably mention the GST Identification Number allotted to them by statutory authorities	
24	HSN Code and SAC Code	Tenderers shall mention the HSN Codes of the offered material and also SAC Codes (if any)	
25	PAN	Vendors to indicate the PAN Number allotted to their firm/company and upload the scan of the PAN Card	
26	P&F , Freight Charges and GST	It shall be inclusive on quoted rates.	
27	Transit Insurance	It shall be inclusive on quoted rates.	
28	Enhancement of Rates after submission of Quotation not allowed	No enhancement of rates will be allowed once the quotation is submitted/accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.	
29	Price Firmness	Vendors to confirm that the quoted prices will remain firm till execution of the PO except variations in statutory duties/taxes	
30	Packing material	Shall be securely packed before dispatch so as to avoid any damage during transit.	
31	Mode of Despatch	To be indicated by Bidder	

32	MSMED Registration	Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises. MSME Policy shall be applicable	
33	MAKE IN INDIA	Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017 BE-II dated 15 th June 2017 Revision (Amended on 04.06.2020) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP)	
	A	The 'Class-I local supplier'/'Class-II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for 'Class-I Local supplier'/'Class-II Local supplier', as the case may be. They shall also give details of the locations (s) at which the local value addition is made.	
	i	The 'Class-I local supplier = The minimum Local content equal or more than 50% <u>Indicate percentage of local content and provide self certification</u>	
	ii	The 'Class-II local supplier = The minimum Local content more than 20% but less than 50% <u>Indicate percentage of local content and provide self certification</u>	
34	RESTRICTION CERTIFICATION (As per Sr. No. 4^b of Other Terms & Conditions of NIT)	Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per Annexure-Z enclosed alongwith offer	
35	Compensation for submission of Tenders	The tenderer shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though NFL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.	
36	Bidding Documents	The Bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. The Invitation To Bid together with all its attachments thereto shall be considered to be read, understood and accepted by the Bidder, unless deviations are specifically stated in the seriatim by the bidder. Failure to furnish all information required by bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of bid.	

37	NFL's right to accept any Bid and to reject any or all Bids	Notwithstanding anything to the contrary contained herein, NFL reserves the right to accept or reject any Bid/all Bids, in whole or in part and/or accept other than the lowest bid and to annul the bidding process and reject all bids at any time prior to award of Purchase Order, without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for NFL's rejection. No correspondence will be entertained with regard to acceptance or rejection of an offer. N.F.L. is also not bound to disclose the reasons for rejection of the offer to the tenderers.	
38	Clear Understanding	When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.	
39	Debarment of Tenderers	If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/rigging/influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders up to a period of two (2) years.	
40	Blacklisting/Delisting of Bidders previously	Tenderers must confirm that they have not been delisted / blacklisted by any unit of NFL/any Institutional Agency/Government Department/ Public Sector Undertakings in the last two years	
41	Confirmation on non-participation of Sister Concern/Associate of same group in the Tender	Tenderers shall confirm that no other Firm/Sister Concern/Associate belonging to the same group is participating/submitting offer against this tender	
42	Award of Contract	Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.	
43	Uploading of Other documents	Vendors may upload any other document (if required) and indicate the same	
44	Secrecy	Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.	
45	Subletting of Contract Not allowed	Subletting of Contract by the successful tenderer is not allowed. See Clause No. 35.00 of Terms and Conditions of NIT for details.	
46	Compliance to statutory requirements/laws	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.	
47	Force Majeure Conditions	Shall be as per Clause No. 37.00 of General Terms and Conditions of NIT	

48	Disputes	In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof (Applicable for Indian Bidders) and in accordance with Rules of ICC India (for Overseas Bidders)	
49	Laws governing Purchase Order	The purchase order shall be governed by the Laws of Union of India for the time being in force.	
50	Arbitration	Arbitration Proceedings shall be as per Clause No. 43.00 of Terms and Conditions of NIT. Seat of Arbitration shall be NFL, Naya Nangal site	
51	Jurisdiction	All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in the Courts located at Nangal Court in Ropar District of Punjab.	
52.1	Relationship	It shall be certified by the Tenderers that none of NFL employee is related to Owners/ Directors of their Company/Firm (In case any relative is working in NFL, furnish details separately)	
52.2	*	It shall be certified by the Tenderers that none of NFL's ex-employee is employed in their Company/Firm (In case any ex-employee of NFL is employed, furnish details separately)	
52.3	*	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	
53	Registered under TReDS	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI)- Applicable for Micro, Small and Medium Enterprises <input type="checkbox"/> No <input type="checkbox"/> Yes, RXIL/A-Treds/MIXchange <input type="checkbox"/> Registration Number- (tick agency with whom you are registered along with registration No)	
54	Acceptance of NIT Terms and Conditions and uploading of complete Set of Tender Enquiry	Vendors will confirm their acceptance to the Terms and Conditions of the NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions	
55	Any Other Comment / Information /Remarks	No Deviation to the Terms & Conditions of NIT is allowed. Offers with any condition/deviation are liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	
56	Seller Registration in GeM	Bidders are hereby informed that it is mandatory for the sellers to be registered on GeM (Government e-Market) and obtain a unique GeM Seller ID to participate in said tender. Your prior registration on GeM is essential before participating in this tender. Kindly provide your GeM Seller ID.	

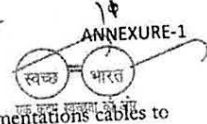
Declaration:

We hereby declare that we have read, understood and accepted all terms & conditions of NIT without any deviation. As a token of same, we are uploading herewith digitally signed Tender Document
Upload duly digitally signed Tender Document.



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CABLE TRAYS SPECIFICATIONS

Ladder Type / Perforated Type Aluminum Cable Trays for Electrical cables/ Instrumentations cables to be installed inside chemical plants.

GENERAL	
1) Item	Aluminium alloys cable trays
2) Dimensions	Preferably, As Per Table.
3) Thickness	At least 4mm for ladder cable tray, 3mm for perforated cable tray
4) Type of Cable Tray	Ladder / Perforated Type Cable Tray
5) Width of cable Tray	As Per Dimensions.
6) Length of the cable tray	3 to 5 meter / Party to Specify
7) Ladder Type Cable tray spans between Rungs	Preferably 250 mm (Rungs shall be slotted)/ Party to Specify
8) Perforated Type Cable tray Rungs Side Runners	Preferably 40 x 15 mm Slotted Channel type/ Party to Specify Preferably 100 x 25 mm Channel with Flanges facing inside/ Party to Specify.
10) 90° Horizontal bend	See Note
11) 90° Vertical Raiser (Internal cable laying)	See Note
12) 90° Vertical Lower (External cable laying)	See Note
AMBIENT	
13) Ambient Temperature Range	0 - 80 °C
14) Relative Humidity	5 - 95 %
MATERIAL	
15) Aluminum Tray	99 % pure aluminum
16) Nut & Bolts	SS 304
17) MOC	Required

STANDARDIZATION	
18) Material of Construction	Prefabricated Aluminum alloy as per IS: 737
19) Live loads	Preferably 80 kg concentrated load at centre in addition to the Mechanical strength/ Party to Specify
20) Mechanical Strength	Party to Specify
21) Maximum Deflection	As per standard
22) Unusual Overloads	Wind (average speed 47m/sec.)

CERTIFICATION	
23) MOC/MTC	Required, Govt Approved laboratory test
24) Aluminum alloys cable trays and accessories	IS 737, IEC 61537 and NEMA VE1.
25) Area Classification	EEExia, IIC, T5

MISCELLANEOUS	
26) Drawing	Dimensional drawing along with offer & get it approved.

COMPONENTS AND ACCESSORIES	
27) Cable tray couplers	Each length cable tray to be provided with complete set of coupling plates, nut bolts and mounting accessories.
28) All cable trays Horizontal Vertical Lower	To be supplied along with coupler plates, bends, Vertical Raisers & nut bolts and other mounting accessories

ADDITIONAL ACCESSORIES	
29) Coupler-plates, Nut bolts and other mounting accessories	10 %

* Note :- Having similar dimension and material with suitable bending radius (approx 450mm).

Handwritten signatures and stamps at the bottom of the page, including names like 'अमित कुमार' and 'अमित'.



S.No.	ITEM DESCRIPTION	Dimensions	Unit	Nangal Qty.	Panipat Qty.	Bahinda Qty.	Total Qty.
1	Ladder type 900 mm Cable tray	900 mm (W) * 3000 mm (L) * 100mm (H)	Mtrs.		1500	1500	3000
2	Ladder type 900 mm Horizontal bend	900 mm (Radius), 90° Horizontal bend	Nos.		30	24	54
3	Ladder type 900 mm Vertical Raiser	900 mm (Radius), 90° Vertical Raiser (Internal cable laying)	Nos.		24	24	48
4	Ladder type 900 mm Vertical Lower	900 mm (Radius), 90° Vertical Lower (External cable laying)	Nos.		24	24	48
5	Perforated type 600 mm Cable tray	600 mm (W) * 3000 mm (L) * 100mm (H)	Mtrs.	2500	500		3000
6	Perforated type 600 mm Horizontal bend	600 mm (Radius), 90° Horizontal bend	Nos.	60	25		85
7	Perforated type 600 mm Vertical Raiser	600 mm (Radius), 90° Vertical Raiser (Internal cable laying)	Nos.	30	25		55
8	Perforated type 600 mm Vertical Lower	600 mm (Radius), 90° Vertical Lower (External cable laying)	Nos.	30	25		55
9	Perforated type 300 mm Cable tray	300 mm (W) * 3000 mm (L) * 100mm (H)	Mtrs.	1200	1000	1000	3200
10	Perforated type 300 mm Horizontal bend	300 mm (Radius), 90° Horizontal bend	Nos.	15	15	15	45
11	Perforated type 300 mm Vertical Raiser	300 mm (Radius), 90° Vertical Raiser (Internal cable laying)	Nos.	10	10	10	30
12	Perforated type 300 mm Vertical Lower	300 mm (Radius), 90° Vertical Lower (External cable laying)	Nos.	10	10	10	30
13	Perforated type 200 mm Cable tray	200 mm (W) * 3000 mm (L) * 75mm (H)	Mtrs.		1000	1000	2000
14	Perforated type 100 mm Cable tray	100 mm (W) * 3000 mm (L) * 50 mm (H)	Mtrs.	1000	1000	1000	3000
15	Perforated type 100 mm Horizontal bend	100 mm (Radius), 90° Horizontal bend	Nos.	15			15
16	Perforated type 100 mm Vertical Raiser	100 mm (Radius), 90° Vertical Raiser (Internal cable laying)	Nos.	10			10
17	Perforated type 100 mm Vertical Lower	100 mm (Radius), 90° Vertical Lower (External cable laying)	Nos.	10			10
18	Perforated type 50 mm Cable tray	50 mm (W) * 3000 mm (L) * 25 mm (H)	Mtrs.	1000	1000	1000	3000
19	Aluminium Strip	25 mm * thickness 2.0 mm	Meter	1500	1500	1500	4500
20	Cable/ Instrument tag Plate	15mmx70mm * thickness 2mm with 2hole 3mm dia	Nos.	2000	2500		4500
				9390	10188	7107	26685

श्रीत अग्रर
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INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents for tenders. To be signed by the bidder and NFL.)

National Fertilizers Limited (NFL) herein after referred to as "The Principal".

AND

_____ herein after referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for **Perforated type/ Ladder type Aluminium Cable Trays, Bends, Strips, Tags, Vertical Raiser/ Lower etc. for Nangal, Bathinda and Panipat units** against **NIT No. NFN/PN/SPX/2021/310**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor/s (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the



Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders/Contractors/Sub-contractors.

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings

could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.

8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of NFL.

Section 10: Other Provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the



GLORIOUS 50th Anniversary
The remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

"The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)



यश पाल भगत / Yash Pal Bhagat
उप. महाप्रबन्धक (सागरी) / Dy. G.M. (Mts.)
नेशनल फर्टिलाइजर्स लिमिटेड/N.F.L.
नंगल इकाई / Nangal Unit
(Office Seal)

(Office Seal)

Place: Nangal
Date: 20-4-2024

Place: _____
Date: _____

Witness 1: 

Witness 1:

(Name & Address)

(Name & Address)

RAVIT SINGH
NANGAL UNIT
NAYA NANGAL

Witness 2:

Witness 2:



(Name & Address)

(Name & Address)

RAVI KANT DUA
NANGAL UNIT
NAYA NANGAL

BID SECURITY (EMD)FORM

[Non-Judicial Stamp paper to be drawn in the name of Issuing Bank]

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-110 003 (hereinafter called as 'NFL' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt _____ (hereinafter called the, 'the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender No _____ for _____ hereinafter called "the said tenderer" of such Bid Security Deposit for the due fulfillment by the said tenderer(s) of the terms and conditions contained in the said tender _____ for _____ on production of Bank Guarantee for Rs. _____ (Rupees _____ only).

1. We _____, the bank, hereinafter referred to as 'the bank' do hereby undertake to pay to NFL an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us).

2. We _____, the bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs _____ only).

3. We _____, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the 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 three months claim over and above the period mentioned in the paragraph for the validity of the bank guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.

4. We _____, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated _____ day of _____ 202

Corporate seal for Bank

BANK GUARANTEE FOR SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE FORMAT

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Security Deposit cum Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum- Performance Bank Guarantee is limited to Rs. _____.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ Months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum- Performance Bank Guarantee will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically

cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____
(Indicate the name of the Bank with stamp)

**Self-Certification Form: Make In India (Local Content)
(On Company's Letter Head)**

Tender Ref. No.:

To

M/s National Fertilizers Limited, Nangal

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

Sir,

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

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

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

[Factory Address]

For M/s.....

Authorized Signatory

(with company seal & Name)

Model Clause Certificate: Public Procurement No. 1

(On Company's Letter Head)

Tender Ref. No.:

To

M/s National Fertilizers Limited, Nangal

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

Sir,

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

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

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

For M/s.....

Authorized Signatory

(with company seal & Name)