

# **NOTICE INVITING e-TENDER**

**FOR**

**SUPPLY OF WATER SOLUBLE FERTILIZER**

For

Marketing in Different States

(Andhra Pradesh, Telangana, Tamil Nadu and Karnataka)



**एन एफ एल**

**NFL**

**NATIONAL FERTILIZERS LIMITED**

**( A Govt. of India Undertaking )**

**Domestic Procurement Division**

**A-11, Sector-24, NOIDA (U.P.) - 201 301**

**Phone No : 0120-2412294, Fax No : 120-2412218**

**CIN : L74899DLI974GOI007417**

**LAST DATE OF SUBMISSION OF TENDER: 13.06.2024 BY 3.30 PM**

**OPENING DATE AND TIME OF TECHNICAL BID : 14.06.2024 AT 3.30 PM**

**AT NFL'S NOIDA OFFICE**

**E-TENDER NO : 2024\_NFL\_196986\_1**

**TENDER NO : NFL/CO/Mktg-D/WSF/2024-25/01**

**Dated 04.06.2024**

# Tender for “SUPPLY OF WATER SOLUBLE FERTILIZERS” for Marketing in Different States

## 1. Tender Particulars

- A Tender Enquiry No** : NFL/CO/Mktg-D/WSF/2024-25/1  
**B Tender Issue Date** : 04.06.2024  
**C Due On** : 14.06.2024  
**D Requirement:** : “Supply of Water Soluble Fertilizers” for marketing in different states as per scope given in the tender document.  
**E Earnest Money** : Rs.1,00,000 per each applying state.  
**F Performance Bank Guarantee** : 5% of the order value to be released after successful completion of one year of its operation.  
**G Tender Closing date** : **13.06.2024 at 15:30 Hrs**  
**H Tender Opening** : **14.06.2024 at 15:30 Hrs**  
**I Tender validity** : 120 days from the date of tender opening  
**J Tender to be** : Dy. General Manager (Marketing)  
**K Addressed to** National Fertilizers Limited  
A-11, Sector-24, NOIDA (U.P)-201301

## Enclosures

Annexure-I	Instruction to tenderers
Annexure-I-A	Documents to be up-loaded
Schedule-1	General Terms and Conditions
Schedule-2	Price bid
Annexure-1	Non Commercial bid
Annexure-2	Performa performance bank guarantee
Annexure-3	Evaluation criteria
Annexure-4	Address of Zonal Office
Annexure-5	Agreement/ Memorandum of understanding
Annexure-6	Integrity Pact
Annexure-7	State wise pack wise quantity
Annexure-8	EMD details
Annexure-9	Additional Terms and Conditions to Tender
Annexure-10	Terms and Conditions for Make in India
Annexure-11	Declaration Certificate
Annexure-12	China Border Annexure

## Instructions to Tenderers

### 1. Mode of Tendering:

National Fertilizers Ltd intends to line-up procurement contract for WSF to be marketed in under NFL's brand in various states during 2024-25 through e-tender in two bid system. The NIT is available on website <https://etenders.gov.in/eprocure/app> from where the registered vendors of PP Thread with NFL will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. Price Bid of technically qualified parties shall be opened electronically.

You are already aware of the process regarding downloading of tender documents, preparation of techno-commercial bid as well as price bid, uploading of techno-commercial as well as price-bids and submitting through online only, opening of bids, participation in reverse auctioning, and other related activities. It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help / clarification, you may contact any one of the following:

#### a) M/s. National Fertilizers Limited-Noida

Name- A K Ghosh, (Dy General Manager) Contact No.- +91-9871577912 Email – akghosh@nfl.co.in	Name-Dr. Jyoti Goel, Dy. Manager (Mktg.) Contact No.- +91-9717908855 Email – jyotipande21@nfl.co.in
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b) Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 233 7315**.

2. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. NFL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified / rejected with forfeiture of EMD and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids. This shall however, be without any prejudice NFL's right to debar / de-list (*vendors who submit invalid bids*) from future tenders. Such action, if any, shall be taken at the sole option of NFL.

3. It is mandatory for the vendors to use the digital certificate in all their bidding Process.

4. To participate in e-tendering of NFL, please refer <https://etenders.gov.in/eprocure/app> for System requirement, Browser configuration, procedures etc.

5. It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person.

**6. Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, and tender opening is detailed in NIT. Any corrigendum/amendment shall be published on above mentioned website.

**Note:** After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended /amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is pre-poned / amended.

**7. REGISTRATION AT CPP Portal**

a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/e procure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**8. SEARCHING FOR TENDER DOCUMENTS AT CPP Portal**

a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **9. PREPARATION OF BIDS AT CPP Portal**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **10. SUBMISSION OF BIDS AT CPP Portal**

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **11. ASSISTANCE TO BIDDERS FOR CPP Portal**

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

- 12. Tender Opening:** The tenders will be opened electronically by NFL from Noida office. The submission of bids shall be done by vendors from their office or from place of their choice. However bids cannot be submitted after the bid submission due date & time as per the schedule. Price bid of all the vendors who are techno-commercially acceptable

shall be opened electronically and such vendors shall only be allowed to participate in the Reverse Auctioning.

13. NFL reserves the right to reject or accept any tender without giving any reason.

14. **Important Dates**

The following is an indicative timeframe for the overall process. NFL reserves the right to vary this timeframe at its absolute and sole discretion and without providing any reasons thereof. However changes to the timeframe will be communicated to the affected Respondents during the process.

Particulars	Details
Tender Number	<b>NFL/CO/Mktg-D/WSF/2024-25/01</b>
Tender Title	<b><u>Supply of Water Soluble Fertilizers for marketing in different states.</u></b>
Date of Publishing of RFP	<b>04.06.2024 at 11:00 hrs</b>
Documents Download Start Date & Time	<b>04.06.2024 at 12:00 hrs</b>
Date and Time of Bid submission start	<b>04.06.2024 at 13.00 hrs</b>
Bid submission last date & time	<b>13.06.2024 at 15:30 hrs</b>
Bid opening and Technical bid opening date &time	<b>14.06.2024 at 15:30 hrs</b>
Commercial bid opening date & time	To be notified later
Place of Opening of Bids	NFL's Corporate office at Noida
Contact Persons for any clarifications/ Submission of Bids	Shri A K Ghosh / Dr. Jyoti Goel
Contact Numbers	0120 2412515, 3292201-08 Fax: 0120-2412218

NFL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the suppliers by email/fax/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the bidder 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 bidder is not able to participate in any activity related to this tender due to change in tender schedule.

15. The Tender Enquiry number must appear on all correspondence and documents. While submitting the bids, Tenderer shall ensure the completeness of the information/documents as detailed in the tender document.

16. Any clarifications on procedure, tender specification both technical and commercial can be had from above mentioned address / e-mails at any time

- before tender closing date and time either personally or by post at least 7 days prior to closing date of the Tender. Postal delays shall not cause postponement of tender processing date & tenderers in their own interest shall take all steps that are necessary for them to participate in tender well in time.
17. All information sought by NFL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of tenderer to comply with requirements of NFL within stipulated time shall entitle NFL to proceed with the tenders on the basis of information available with it. No responsibility for postal delays shall rest on NFL.
  18. Tender shall be submitted under a Two-Stage Bid system electronically as specified below:
    - i. **First Folder** shall be for: "**Technical& Commercial Un-Priced Offer**". It shall contain all the required documents as spelt out in the tender document. Please refer to documents to be up-loaded in the instruction of bidders.
    - ii. **Second Folder** shall contain **per MT rate** for "*Supply of WSF for marketing the same in various states*".
  19. NFL reserves the right to accept or reject any bid in whole or in part or accept other than lowest bid without assigning any reason thereof.
  20. NFL may not consider any bid, which is incomplete or not submitted in accordance with the provisions, set forth in the bid documents as incomplete and may reject the same or waive any deficiencies in any or all the bids.
  21. The tenderers must sign all the papers of their bid. All corrections and alterations in the Tender will be signed in full with date by the tenderer.
  22. **Validity of the bids** shall be for **120 days** from the date of opening of the technical bid.
  23. The price bids of only such tenderer will be opened who meet all Commercial requirements. The date and venue of price bid opening will be intimated to the tenderers.
  24. The tenderer shall confirm in the technical & commercial bid that all the payment & other terms & conditions stipulated in the enquiry are acceptable to them.
  25. The tenderer shall quote their state wise rates of **Schedule-2 on FOR delivery**.
  26. Any clarifications on procedure, tender specification both technical and commercial can be had from the Office of Dy. General Manager (Mktg) at any time before tender closing date and time either personally or by post at least 7 days prior to closing date of the Tender
  27. NFL may not consider any bid, which is incomplete or not submitted in accordance with the provisions, set forth in the bid documents as incomplete and may reject the same or waive any deficiencies in any or all the bids.
  28. The Bidder shall confirm in the commercial bid that all the payment & other terms & conditions stipulated in the enquiry are acceptable to them.



**29. Sister/group/associates Company/Concern**

The prospective tenderers having any common Partners/Directors/Managing partners etc. or having any other common criteria shall be considered as Sister / Group / Associates Company. In such cases, only one of them will be eligible for participating in the tender. Tenderers has to submit a declaration along with the technical Bid, in the form of an affidavit duly notarized, stating:

- (a) That no other Firm/Sister concern/Associate belonging to the same group is participating/submitting this tender.
- (b) That the Bidders, their associates, Sister concerns etc. have not been black-listed/delisted or are put on holiday by any Institutional agency/Govt. Dept./Public sector undertaking in the last two years.
- (c) That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the SELLER without any lapses.

In case of concealment of any fact, if detected later on, such Bidders will be debarred from all future dealings with NFL as well as cancellation of their bid for this tender.

**I. INSTRUCTIONS FOR SUBMISSION AND OPENING OF TENDER SUBMISSION OF DOCUMENTS**

**Folder No-1:**

- (a) **“Earnest Money Deposit”** for Tender No. **NFL/CO/Mktg-D/WSF/2024-25/01** and should contain the proof by way of UTR Number of having deposited Earnest Money for respective State for value as below-

Sr. No.	State.	EMD required Rs.
01	Andhra Pradesh	1,00,000
02	Telangana	1,00,000
03	Tamil Nadu	1,00,000
04	Karnataka	1,00,000

EMD is to be deposited in NFL’s Current Bank Account No. **10297944842** in State Bank of India, Corporate Accounts Group Branch, 4<sup>th</sup> and 5<sup>th</sup> Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001 (IFSCcode SBIN0017313). The earnest money deposit furnished by tenderer will not carry any interest. No other form of payment will be accepted. Public Sector Undertaking (PSU) are exempted for submission of EMD.

- (b) Should contain duly filled in application & Schedule-I containing GTC (General Terms & Conditions) confirming acceptance of all terms & conditions & enclosing all the relevant documents with signature & seal of authorized signatory as stipulated in tender documents. Each page of GTC is to be signed by authorized signatory For details documents to be up-loaded please refer to Annexure-I-A.

**Folder No-2:**

**“Price bid for supply of Water Soluble Fertilizers for marketing in different States” to be up-loaded electronically.**

## II. GENERAL INSTRUCTIONS TO THE TENDERER

1. Price bids of all parties who have submitted EMD and accepted GTC of Schedule-I will be opened.
2. Bidder to fill in the application for submission given in the tender. It should be accompanied with all the requisite documents as indicated in the application.
3. Bidders should read terms & conditions carefully given in schedule-I. All the pages in schedule-I are to be signed and stamped by authorized signatory as a token of acceptance of terms and conditions of the tender.
4. Incomplete tenders or tenders not accompanied with required documents will be summarily rejected. NFL's decision will be conclusive and binding in this regard.
5. The application format is non-transferable.
6. State wise quantity is as per **Annexure 1**.
7. Proforma of Bank Guarantee is at **Annexure-2** and Agreement (MoU) at **Annexure-5** in the Tender Document.

## III. PRICE QUOTATION:

The price is to be quoted for various states for the **various pack size** under **Schedule-II**. The rate shall be **in Rs./MT on FOR basis**

## IV EVALUATION CRITERIA.

Manufacturers are required to indicate quantities offered. The basis of allocation would be the **lowest price offered** in **Schedule II** for a state considering total amount associated for all pack size quantity. The evaluation shall be based **on the associated amount for individual state considering all products and pack size**. In the event of more than one supplier offering terms for one state, then the supplier whose offered price is lowest will be selected. If the entire state quantity is not covered by L-1, then the L-1 rates will be offered to L-2, L-3, and L-4 etc in sequence. Suppliers who match the L-1 price in sequence will be allotted the balance quantity. The example to evaluation is as per Annexure-3.

## **Annexure-I-A**

### **Scanned Documents to be up-loaded in e-tender which is the eligibility criteria for qualifying the Technical Bid:**

#### **1st Folder:**

1. Submission of EMD. Please up-load UTR details.
2. Acceptance of NIT terms. Please sign and stamp all pages of the NIT covering all Annexures and Schedules.
3. Copy of valid manufacturing license/ Import License.
4. Application for Non – Commercial Price Bid for Water Soluble Fertilizer indicating the state wise quantity offered (Annexure-1) and rate of Duties/ Taxes to be indicated.
5. An affidavit duly notarized as per clause no 29 of Instruction to tenderers.
6. Duly signed and stamped Integrity pact as per Annexure-6.
7. Copy of PAN
8. Copy of GSTIN registration no.
9. Turnover for last three years i.e 2020-21, 2021-22 and 2022-23. Please up-load Annual Balance sheet and Profit & Loss Account duly audited.
10. The party should have manufactured / Imported and supplied minimum 500 M.T. of Water Soluble Fertilizer during last 3 years ending 31.03.2024. A certificate obtained from Chartered Accountant to be uploaded.

#### **2<sup>nd</sup> Folder:**

Price as per performa for each applied state (To be uploaded in e-tender portal)

**(To be given on Party's Letter Head)**

To  
**Dy General Manager (Mktg.),  
National Fertilizers Limited,  
A-11, Sector-24,  
Noida-201301,  
Gautam Budh Nagar, (U.P.)**

Dear Sir,

Sub: Application for supply of Water Soluble Fertilizers in Different States

I / We hereby submit my / our application along with EMD, Schedule-I (GTC) and documents, duly signed by me / us.

I / We have read instructions & terms / conditions given in Schedule-I (GTC) & agree to abide by all the terms & conditions.

Yours faithfully,

**(Signature & Seal)**  
(Proprietor / Authorized Signatory)

Encl:

- Duly Filled application form along with required documents
- Schedule-I..... General Terms & Conditions. (Signed under seal)

**Schedule-1**  
**NATIONAL FERTILIZERS LIMITED,**  
**(A Govt. of India Undertaking) Central Marketing Office**  
**A-11, Sector- 24, Noida (U P) -201301**  
**Phone No. 2412294, Fax No.2412218**

**TENDER DOCUMENT FOR PURCHASE OF WATER SOLUBLE FERTILIZERS**

**GENERAL TERMS AND CONDITIONS(GTC)**

**1.0 Submission of Tenders:**

- 1.01 No oral, telephonic or telegraphic tenders will be entertained.
- 1.02 Tenders will be in two-bid form, (i) Technical Bid and (ii) Price Bid.

The '**Technical Bid for supply of Water Soluble Fertilizer** should contain the documents as indicated in **Annexure-1-A which shall be qualifying criteria of Technical Bid**. Bidders are requested to up-load the required documents electronically.

- 1.03 The tenderers shall acquaint themselves fully and thoroughly with NFL marketing territory terms and conditions and limitations including the scope requirement and official/statutory regulations conforming to which and subject to which the services are to be performed. Failure to comply with the above mentioned requirements will not absolve the tenderers of their obligations and duties under the contract in the event of their tenders are accepted. Nor any claim whatsoever shall be entertained on the plea of ignorance/overlooking.
- 1.04 BUYER : Buyer means and includes National Fertilizers Limited (NFL), its marketing division offices and any officer nominated by competent authority on its behalf.
- 1.05 SELLER: Seller means and includes the Firm/Company/Society/Proprietary firm in whose favour Letter of Intent (LOI) is issued by the authorized officer of the buyer.
- 1.06 CONTRACT: Contract means and includes Notice inviting tender & TCC, general and special instructions issued from time to time by BUYER, tender documents, letter of acceptance of bid, accepted schedule of rates, formal agreement, LOI, Bank Guarantee and all these documents taken together and as modified from time to time in writing, shall be deemed to form part of the contract and shall be complimentary to each other.
- 1.07 If the tenderer has any relation whether by blood or otherwise with any of the officers/employees of National Fertilizers Limited, the tenderer must disclose the relations at the time of submission of offer, failing

which National Fertilizers Limited shall reserve the right to reject the tender or rescind the contract.

- 1.08 If any information submitted by a tenderer at any time is found to be false after the award of the contract or it is discovered that some information having a material bearing on the contract is suppressed, National Fertilizers Limited reserves the right to terminate the contract forthwith without any prejudice to any right, remedies, claims, etc. that may be available to National Fertilizers Limited.

**2.00 Compensation for submission of tenders:**

National Fertilizers Limited (hereinafter referred to as 'BUYER') shall be under no obligation to entertain/accept any claim/demand of the tenderers for the cost, charges or incidentals for, or in connection with the preparation of and submission of tenders.

- 2.01 BUYER shall have the sole & unfettered discretion to withdraw the invitation to tenders or reject any or all tenders without assigning any reason thereof. No correspondence/communication in this behalf from tenderers shall be entertained.

**3.00 Postponement of tender opening date:**

The BUYER shall have rights to postpone the tender opening date and/or time and place. If any change with regard to opening of tenders is effected, the same shall be intimated to all the tenderers well in time along with intimation of revised tender opening date & time.

**4.00 Acceptance/rejection of bids/tenders:**

To accept or reject any bid in whole or in part shall be the sole discretion of BUYER. The BUYER shall not be liable to specify reasons of such acceptance/rejection. No further communication in this regard from the tenderers shall be entertained. BUYER has discretion to allocate the quantity of Water Soluble Fertilizers to one or more tenderers in the manner deemed fit in the commercial interest of the company. The BUYER shall reserve the right to accept the lowest and/or other than the lowest tender.

**5.00 VALIDITY OF BIDS**

The tender offers shall be valid for a period of **120 (One hundred twenty)** days from the date of opening of Techno Commercial bid.

**6.0 Earnest Money Deposit (EMD)**

The tenders shall be accompanied by earnest money deposit of Rs.1,00,000/- (Rupees One Lakh only) for each applied state by way of bank transfer only. Please refer to Annexure-8 for details. Public Sector Undertaking (PSU) are exempted for submission of EMD.

**6.01 Forfeiture of EMD:**

The EMD shall be forfeited in case tenderer after having submitted the tender withdraws the same or changes the quoted price within the period of validity or refuses to accept the Letter of Intent (LOI) after acceptance of offer by NFL.

6.02 **EMD** of the successful tenderer (hereinafter referred to as SELLER) shall be refunded on submission of Performance Bank Guarantee as per the terms and conditions of the contract or the same may be got adjusted against the PBG.

6.03 **EMD** of the unsuccessful tenderer shall be refunded as early as possible. The EMD will not carry any interest.

6.04 Additional Terms and Conditions of the NIT is placed at **Annexure-9**.

**7. QUANTITY:**

The state wise quantity are indicated as per **Annexure-7**. The figures are indicative against each state and the total off take may increase/decrease to the extent of  $\pm 10\%$  depending upon the season, crops, climatic conditions and economics of Water Soluble Fertilizers purchased from SELLER at the sole discretion of BUYER.

- (c) Supplies are to be made in crop season against indents placed from time to time during the contract period..
  - (d) NFL reserves the right to Award the Contract to the multiple suppliers for quantities which will be split among the tenderers in consideration Zone, at their sole and unfettered discretion.
  - (e) The tenderers are required to quote at least full quantity of any state (s). Quotation in part quantity in a state (s) shall not be considered.
  - (f) The supply of Water Soluble Fertilizers shall be made in BOPP bags of size of 25 kg with inner liner and 1 Kg LDPE standee bags in conformity with the standard norms laid down for supply of Water Soluble Fertilizers. **The bags shall be arranged by the SELLER with printing in the name of BUYER. The design/print details shall be provided by the BUYER to the SELLER. The cost of bag is on account of SELLER. State wise MRP to be printed on the Bag.**
- 7.01 Tenderers are required to supply total quantity allocated by the BUYER against purchase order within the period stipulated. However, it may be clearly understood that after expiry of validity of the contract no supply will be permitted to the SELLER even if the total allocated quantity is not supplied by the SELLER for any reason. The SELLER will not have any claim whatsoever in this regard after expiry of the contract.

7.02 Timely delivery shall be considered as the essence of the purchase order. The actual date of receipt of the supply at the consigner term of the purchase order are on FOR basis at Retailer's point that are located in district/ block/mandi level of states. The supply has to be made based on confirmed order. A period of 10 days will be allowed for completion of supply against each delivery instruction which will commence from the date of issue of respective delivery instructions.

If the delivery of material is delayed by the successful tenderer from stipulated date, NFL shall have the right to exercise the following option :

- (a) To treat the default as breach of contract and to terminate the contract forthwith forfeiting security deposit and taking other action against the SELLER within the provisions of contract.
- (b) If the material is not supplied as per the specified schedule/date as mentioned above, NFL reserves the right to accept the material after imposing the penalty @1% of the Invoice/Purchase Order value for every week and part thereof the period of delay from the delivery period of the total value of material delayed, subject to maximum of 10% of the value of material.

7.03 The BUYER shall have the right to purchase the material from other parties at the risk and cost of the SELLER in case SELLER fails to supply the allocated or indented quantity within the specified time.

7.04 Notification of Dispatch: In regard to each and every consignment notification shall be made to the consignee immediately on dispatch indicating full details of quantity of material so that the consignee's Area Manager may plan for storing and distribution of material.

7.05 The Buyer shall have the sole and unfettered discretion to decrease/increase the purchase from the SELLER depending upon market condition and climatic conditions within the validity of the contract.

## **8.00 Quality:**

Water Soluble Fertilizers so supplied should be in conformity with the specifications as laid down in FCO (Fertilizer Control order) and amendments made from time to time. The SELLER shall be solely responsible for ensuring the quality of Water Soluble Fertilizers & adherence to the norms laid down in FCO. The BUYER may also check the quality of Water Soluble Fertilizers randomly in the premises of SELLER before dispatch, at its Retailer's point and in field. These samples may be analyzed by the BUYER in its own labs located in Nangal/ Bathinda/ Panipat/ Vijaypur or from any Government reputed laboratory. In case samples are got checked from outside labs, the cost of testing shall be on account of the SELLER. In the event of failure of samples of consignment at buyers own lab or State / Central quality inspection labs, buyers shall have full right to reject the entire quantity



and shall recover the cost against loss, and damages etc out of SD/ unpaid invoices etc, in case party failed to deposit such cost damages, loss etc. Water Soluble Fertilizers supplied shall conform to the specifications as laid down in FCO, 1985

The SELLER shall conform the specifications/ norms specified in FCO for each and every consignment. A certificate confirming the quality as per FCO specifications has to be sent by the SELLER to buyer for each batch/ lot. Batchwise quality report must be enclosed by SELLER on submission of bills. Any failure and subsequent consequences thereof shall be to the account of the SELLER.

#### **9.00 Price :**

**9.01** The price to be quoted by the SELLER shall be the rate charged by the SELLER for supply of Water Soluble Fertilizers for **1MT** for each water soluble fertilizers based on its pack size on FOR basis for each destination in the state. Price quoted shall be **exclusive of GST** and all other statutory levies as imposed by state/ central government and local authorities from time to time. Supplier must have valid GSTIN registration of the state. **Please refer to actual supply pack size before quoting the rates.**

**9.02** Tenderers are required to submit Price Bid as per Performa electronically in Folder2 (electronically in the e-tender portal)

**9.03** In the event upon award of contract, it was noticed that bidders are marketing their product to dealers/ marketing entities or any other fertilizer companies at a lesser rate compared to NFL, the difference of the rate shall be deducted from invoices of the SELLER.

#### **10.00 PAYMENT TERMS:**

Batch-wise quality report indicating that the quality is as per FCO specifications must be enclosed by SELLER on submission of bills. Payment of Water Soluble Fertilizers by the BUYER to SELLER shall be made **within 90 days** from date of receipt of Water Soluble Fertilizers at BUYER's designated destination *and submission of bills*. All payment shall be released from NFL's concerned Zonal Offices.

#### **11.00 SECURITY DEPOSIT :**

**11.01** Security Deposit for faithful performance of contract: The successful tenderer (SELLER) would be required to make security deposit of amount equivalent to **5% of the value** of the contract which will be for faithful performance of the contract.

**11.02** The Security Deposit may be made by way of Bank Guarantee **or** Demand Draft from Nationalized Bank / Scheduled Bank (excluding rural/ co-operative banks) in favour of National Fertilizers Limited,

payable at New Delhi. The security deposit will be required to be submitted **within 20 days** from the date of issuance of Letter of Intent.

- 11.03** If the SELLER fails to perform the contract within its terms and conditions or commits breach or deviates from any of the terms of the contract the BUYER shall have the right to forfeit Security Deposit / to encash the Bank Guarantee.
- 11.04** The Security Deposit shall be encashed either in full or to the extent of the losses/ damages suffered by the BUYER due to the breach of the contract and / or non fulfilment of the obligations by the SELLER under the contract. The SELLER has to make good the value of Security Deposit to the extent of amount so drawn / encashed within 15 days of intimation from the BUYER.
- 11.05** The Security Deposit submitted by the SELLER shall be valid for the contract period as finalized with the BUYER with a claim period of six (06) months from the date of the expiry of validity of the contract.
- 11.06** The security deposit in any form shall not carry interest.
- 11.07** The above deposit shall be deemed as security for faithful performance of the contract or for the purpose of Section 74 of Indian Contract Act 1872 and for the extension of that Section. The contract shall be deemed as Bond given by the Tenderer for the performance of an essential duty.
- 11.08** The security deposit shall be released by the BUYER to the SELLER on successful completion of the contract and settlement of dues whether payable or recoverable. In the event some amount is due from SELLER and the same is not paid by SELLER for any reason, the amount shall be recovered from security deposits as indicated above.
- 11.09** The Bank Guarantee shall be in such form and manner as may be approved by the BUYER).
- 11.10 Guideline for submission of BG:**  
The tenderer have the option to submit security deposit through Bank Guarantee. The tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin/Cooperative Bank in the form specified by NFL against Security Deposit for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of 6 months after the expiry of the contract. **The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through supplier. The party shall also arrange to send BG advice (including all amendments) by their issuing bank through SFMS platform directly to 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 NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV/IFN 767 COV.

#### **12.00 Delay / Failure in commencement / Completion of work:**

The time shall be regarded as the essence of the contract. The material will be supplied only on FOR basis within the time period stipulated under Clause 1.01 of GTC. If the supply is delayed by the supplier beyond this stipulated time period it will be considered as delay in supply of material and entitles the company the right to exercise the following options –

- i. Recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered plus applicable taxes, if any subject to a maximum of 5% of the value of the order plus applicable taxes, if any, 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.

#### **13.00 STATUTORY CLEARANCE :**

The SELLER shall arrange all applicable clearances from the concerned statutory authorities in relation to the supply of Water Soluble Fertilizers under the contract.

#### **14.00 WEIGHTMENT/ BILLING:**

Weightment of the material to be supplied to the BUYER shall be made on the basis of number of bags (each 1 Kg net/ 25 Kg net) received at the BUYER's destination. The seller shall be fully responsible for shortages observed upon receipt of material intact bags if any. The buyer shall be with in its rights to reject such consignments not conforming to weight specifications as laid down in FCO or may decide to get the consignment standardized at the cost and expense of seller. The SELLER shall, however, have the right to depute their authorized representative to supervise the receipt of bags at destination. Bills shall be prepared based on the net numbers of bags/ net weight of goods in trucks so received. Supply of material shall be based on **GTR to BUYER's** destination. The Commercial invoice of Water Soluble Fertilizers shall be sent by the SELLER to BUYER directly.

**14.01** Suppliers must have GST registration of the state in which material is being supplied.

**14.02** state wise MRP should be printed on the bag.

#### **15.00 Compliance of Statutory Requirements:**

The SELLER shall be singularly responsible to secure strict compliance with all Central and State laws as well as rules, regulations, bye-laws and orders of the local authorities as may be in force from time to time.

**16.00 SECRECY :**

Any information derived or otherwise communicated by the BUYER to the SELLER in connection with the contract shall be kept/ treated as secret and shall not without written consent of the BUYER be published or disclosed to any third party or made use of by the SELLER except for the purpose of execution of the contract.

**17.00 Sub-letting of Contract:**

The SELLER shall not sublet or assign the contract or any part of it to the third party without obtaining the written consent/permission from the BUYER in advance.

**18.00 Correspondence:**

All correspondence shall invariably bear reference to the contract number and date. All notices, complaints, communications and references under this contract shall be served/delivered by registered post or by hand at the address given hereunder:-

Address of the BUYER

Dy General Manager ( Mktg.)  
National Fertilizers Ltd.,  
A-11, Sector 24, Noida-201301, U.P.

Address of the SELLER

In case, the communications are exchanged by any means other than registered post, a confirmation copy by post will be sent.

**19.00 Force Majeure:**

Neither the company nor the Supplier shall be considered in default in performance of its/his obligations under this contract, if such performance is prevented/delayed due to war, hostilities, revolution, civil commotion, lock-out, strike, go-slow, labour disturbance, epidemic, fire, wind or any act of God such as flood, tempest, earthquake or because of any levy, order, proclamation, regulation, ordinance of any Govt. or any statutory authorities.

**20.00 Arbitration:**

Except where otherwise provided in the contract all matters, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract or out of

the matters relating to the contrast or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of work or before or after termination shall after written notice by either party to the contract be referred to Chairman & managing Director, National Fertilizers Limited for appointment of Arbitrator.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996, The Arbitration & Conciliation Act 2015) or any further statutory modification or reenactment thereof and the rules made thereunder.

If the arbitrator to whom matter is referred, vacates his /her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceeding from his predecessor left or at any such stage he may deem fit.

It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising or the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract.

All disputes or differences, whatsoever, arising between the parties out of or relating to the construction meaning and operation or effect of this contract or the breach thereof shall be referred to the Sole Arbitrator to be appointed by the Chairman and Managing Director of NFL in accordance with the Arbitration and Conciliation Act 1996 or any statutory modification or co-enactment thereof and the rules made there under. The venue of Arbitration shall be Delhi / New Delhi.

#### **21.00 Jurisdiction :**

All the disputes relating to the contract shall be subject to the jurisdiction of the Courts situated at Delhi/New Delhi only to the exclusion of all other Courts in India.

#### **22.00 Validity of the Contract and Supply period:**

22.01 This contract shall be valid for a period **for a period ending 31.03.2025** from the date of issuance of Letter of Intent.

22.02 The effective supply period shall be from **date of issue of LOI to 31.03.2025**. In case of any change the same shall be communicated separately.

22.03 The contract Shall be extendable for a period of **03 months** from the date of expiry of contract as indicated above, on the same rates, terms and conditions for not more than the initial approved contract qty, upon mutual consent by the parties concerned.

#### **23.00 No Waiver :**

Failure of either party hereto to exercise any right hereunder or to claim for fulfillment of any terms hereof will not relieve, exempt or affect in any

manner, the rights of the other party including the right to demand at any time strict and complete fulfillment of any or all provisions of this agreement.

**24.00 Indemnity :**

The SELLER undertakes to indemnify the BUYER for all claims for injury caused to him or any of his person due to any reason including failure of samples and prosecution thereafter.

**25.00 GENERAL :**

Submission of tender document shall not create any contractual right in favour of either party unless a LOI is issued by the Buyer. The terms contained herein are indicative.

**26.00 Termination of contract:**

The contract is liable to be terminated if the SELLER:

- i) Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in case of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or property on the works; or
- ii) Makes an arrangement with or assignments in favour of his/their creditors/agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii) Abandons the work; or
- iv) If the Seller makes default in supply of material as per terms of the contract; or v) Assigns or sublets the work in whole or in part thereof; or vi) Performance is not satisfactory; or
- vii) If the SELLER obtains the contract with NFL with illegal measures; viii) Information submitted/furnished by the contract are found to be incorrect.
- ix) If during any period of contract, penalty amount exceeds the security deposit amount of the contract, for short/delayed supply or any other reasons, NFL would be within its rights to terminate the contract and no claim / compensation shall be payable by NFL as a result of such termination.
- x) In the event the pollution clearance certificate or any other licenses having direct bearing on the contract are cancelled by the enforcement / controlling authorities and are not renewed within one month, the buyer may terminate the contract.

The above shall be without prejudice to NFL's other rights under the law including right to claim liquidated damages.

No claim or compensation shall be payable by NFL as a result of such termination.

**27.00 Remedial Measures:**

Upon termination of contract for reasons detailed under clause no. 26.00, the BUYER shall reserve the right

- i) To purchase the balance un-supplied quantity of said contract from any other party other than the SELLER as per the terms decided by the BUYER and the loss damages suffered by the BUYER if any, due to such purchase will be recovered from the contractor. ii) The earlier SELLER will have no claim / share of profit if any against purchase of such un supplied quantity. iii) Performance guarantee bond / security in any form submitted by the SELLER shall stand forfeited.

#### **28.00 MSME:**

The offers submitted by MSE, shall be considered in Accordance With Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST & or Women Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, NFL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.

#### **28.01 MSME vendor Payment through TReDS**

GoI 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. MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to.

The detail of RXIL contact person is as below:

Contact Name : Mr. Prajay Shukla

Contact No. : 8090051171

E-mail id : [prajay.shukla@rxil.in](mailto:prajay.shukla@rxil.in)

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.

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. All financing cost for using the facility shall be borne by the MSME bidder only.

#### **29.00 MAKE IN INDIA**

Terms and Conditions for Make in India is placed at **Annexure-10** and Declaration certificate is placed at **Annexure-11**

**30.00 BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India stipulated that 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 the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of creditor in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

Certificate (as per Annexure-12) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020 to be uploaded.

**ALL TERMS AND CONDITIONS STIPULATED IN TENDER DOCUMENTS ARE ACCEPTABLE.**

FOR AND ON BEHALF OF THE FIRM/COMPANY

Signature

Name of Authorized Person

Company Name & Seal



**Annexure-1****Application for Non – Commercial Bid for Water Soluble Fertilizers****(To be Up-loaded along with Technical Bid)**

1. All the prices are to be quoted both in figures and words.
2. Only quantity (**in MT**) is to be quoted against each space.
3. Conditional offer shall be rejected without any references.

SI No	Product	Telangana	
		1 Kg	25 Kg
01	NPK (19:19:19)		
02	Potassium Nitrate (13:00:45)		
03	Mono Ammonium Phosphate (12:61:00)		
04	Mono Potassium Phosphate (00:52:34)		XXX
05	Calcium Nitrate		
06	Magnesium Sulphate		

SI No	Product	Andhra Pradesh	
		1 Kg	25 Kg
01	NPK (19:19:19)		
02	Potassium Nitrate (13:00:45)		
03	Mono Ammonium Phosphate (12:61:00)		
04	Calcium Nitrate		
05	Magnesium Sulphate		

SI No	Product	Karnataka		
		1 Kg	25 Kg	50 Kg
01	NPK (19:19:19)		XXX	XXX
02	Potassium Nitrate (13:00:45)		XXX	XXX
03	Mono Ammonium Phosphate (12:61:00)		XXX	XXX
04	Mono Potassium Phosphate (00:52:34)		XXX	XXX
05	Calcium Nitrate	XXX		XXX
06	Magnesium Sulphate	XXX		

SI No	Product	Tamil Nadu		
		1 Kg	25 Kg	50 Kg
01	NPK (19:19:19)		XXX	XXX
02	Potassium Nitrate (13:00:45)		XXX	XXX
03	Mono Ammonium Phosphate (12:61:00)		XXX	XXX
04	Mono Potassium Phosphate (00:52:34)		XXX	XXX
05	Calcium Nitrate	XXX		XXX
06	Magnesium Sulphate	XXX		

**Taxes/ Duties:**

The applicable taxes/ duties such as GST is \_\_\_\_\_% (Please indicate the rate of Tax)

Name of the Tenderer / Company : \_\_\_\_\_

Status : Company/Firm/Proprietorships/  
Co-operative/Others

Address of tenderer : \_\_\_\_\_

Name of the person signing on  
behalf of the tenderer : \_\_\_\_\_

Designation of the person : \_\_\_\_\_

(Signature with full name  
and seal of the tenderer)

Dated:

## Schedule-II

### **Price Bid for Water Soluble Fertilizer to be submitted electronically under Folder No-2 in e-portal and filled in format not be submitted in Technical Bid**

1. All the prices are to be quoted both in figures and words.
2. Only one price is to be quoted against each space. Multiple rates are not acceptable and shall be rejected without any references.
3. Conditional offer shall be rejected without any references.
4. All the quotation have to be indicated on FOR for the concerned state(s).
5. If there is a difference in rates in figures and words, the rates mentioned in words shall be taken as correct.
6. **Rates quoted on FOR are basis is exclusive of GST**

### **The Format for price bid is available in e-portal**

**Payment Terms:** Payment of Water Soluble Fertilizer by the BUYER to SELLER shall be made within 90 days from date of receipt of material at BUYER's designated destination. However, party may offer more credit period which shall be evaluated as per Annexure-3

**Credit period offered** : \_\_\_\_\_

Name of the Tenderer / Company : \_\_\_\_\_

Status : Company/Firm/Proprietorships/Co-operative/Others

Address of tenderer : \_\_\_\_\_

Name of the person signing on behalf of the tenderer : \_\_\_\_\_

Designation of the person : \_\_\_\_\_

(Signature with full name and seal of the tenderer)

Dated :

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

Whereas National Fertilizers Limited (hereinafter referred to as the “Buyer” which expression shall unless repugnant to the context or meaning thereof include their legal representatives, successors and permitted assigns of the one part) having their Regd Office at Core-III, SCOPE Complex, Lodhi Road, New Delhi and Central Marketing Office at A-11, Sector-24, NOIDA, Distt. Gautam Budh Nagar(U.P.) have entered into an agreement dated. \_\_\_\_\_ with \_\_\_\_\_(hereinafter referred to as “Seller” which expression shall unless repugnant to the context or meaning thereof include their legal representative, successors and permitted assigns of the other part) having their Reg. Office at \_\_\_\_\_.

AND whereas one of the conditions of the said agreement is that the **Seller** shall furnish to the **Buyer a Bank Guarantee from Nationalized / Scheduled Bank for a value as specified in Clause no. \_\_\_** of the LOI against due and faithful performance by the Seller of his obligations to be fulfilled under the said agreement.

1. AND whereas the **seller** has approached \_\_\_\_\_(name of the Bank with complete address), and at the request of the buyer and in consideration of the said contract, we \_\_\_\_\_(Name of the Bank) do hereby agree to give such guarantee as hereunder and undertake to pay to the buyer an amount not exceeding rupees \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the seller by reason of any breach by the said buyer of any of the terms and conditions and the specific guarantees contained in the said agreement.
2. We------(name of the Bank) hereby guarantee to the buyer due observance and fulfillment by the buyer of the terms and conditions of the said contract and of the performance and other guarantees which are a part of the said agreement and agree and undertake that if the buyer fails to observe and fulfill the terms of the said agreement and/or above mentioned guarantees, then the Bank shall immediately pay to the owner on demand such sum or sums of money to the extent of Rs. \_\_\_\_\_ for allocated quantity of the **Water Soluble Fertilizer** by the seller on account of losses and damages as may be claimed by the buyer by reason of such non observance and non fulfillment by the seller as aforesaid and shall also indemnify the buyer against all losses and damages which may be suffered by as aforesaid and against all costs, charges, expenses which may be incurred by the buyer in connection herewith not exceeding Rs. \_\_\_\_\_.
3. We------(Name of the Bank with complete address) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the buyer stating that the amount claimed is due by way of loss or damage caused or would to be caused to or suffered by the buyer by reason of breach by the said seller of any of the terms or conditions and the specific guarantees contained in the said Agreement or by reason of the seller failure to perform the said Agreement. 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. \_\_\_\_\_.
4. We------(name of the Bank) undertake to pay to the buyer money so demanded notwithstanding any dispute or disputes raised by the said seller in any suit or proceeding pending

before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the seller shall have no claim against us for making such payment.

5. This guarantee shall be in addition to and not in substitution of any other guarantee or security to be furnished to the buyer by the seller in respect of the said agreement.
6. We------(name of 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 performance of the said Agreement and that it shall continue to be enforceable till all the dues of the owner under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Chairman and Managing Director, of the buyer certifies that the terms and conditions and the specific guarantees of the said Agreement have been fully and properly carried out by the said seller and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing or on before the -----we shall be discharged from all liability under this guarantee thereafter.
7. We,------(name of the Bank) further agree with the buyer that the buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the buyer against the said seller and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said buyer or for any forbearance, act or omission on the part of the buyer or any indulgence by the seller to the said buyer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
8. This guarantee will not be discharged due to the change in the constitution of the Bank or the buyer or the seller.
9. We------(name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the buyer in writing.
10. Bank hereby declares that it has the power to issue guarantee and the undersigned have full power to do so.

Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ and this guarantee shall expire on \_\_\_\_\_.

Unless a written demand or claim under this guarantee is filed against us within three months from the date of expiry of this guarantee, all the rights of the seller under this guarantee shall forfeited and we shall be relieved and discharged from all the liabilities hereunder.

Dated the-----day of -----

-----  
(signature of a person duly  
to sign on behalf of

authorized  
the Bank

Name -----

Designation -----

Seal of Bank -----

### Annexure- 3

#### Evaluation Criteria

The evaluation of the tender shall be based on the following after successful completion of process.

1. State wise L-1 party shall be determined.
2. For a particular state (Telangana) the amount associated for the quantity under all pack size shall be considered together for all the 05 Water Soluble Fertilizers.
3. The lowest total amount worked out as per 2 above shall be considered as L-1 party and so on.

Example for Telangana (Fig in MT):

SI No	Product	Telangana	
		1 Kg	25 Kg
01	NPK (19:19:19)	130	220
02	Potassium Nitrate (13:00:45)	60	130
03	Mono Ammonium Phosphate (12:61:00)	10	30
04	Mono Potassium Phosphate (00:52:34)	10	0
05	Calcium Nitrate	50	175
06	Magnesium Sulphate	135	275

Party-ABCD:

SI No	Product	For 25 Kg pack			For 1 Kg pack		
		Qty (MT)	FOR (Rs./MT)	Amount (Rs.)	Qty (MT)	FOR (Rs./MT)	Amount (Rs.)
01	NPK (19:19:19)	220	100	22000	130	110	14300
02	Potassium Nitrate (13:00:45)	130	30	3900	60	35	2100
03	Mono Ammonium Phosphate (12:61:00)	30	35	1050	10	30	300
04	Mono Potassium Phosphate (00:52:34)	0	50	0	10	60	600
05	Calcium Nitrate	175	150	26250	50	165	8250
06	Magnesium Sulphate	275	200	55000	135	220	29700
	Total			<b>108200</b>			<b>55250</b>
	<b>Grand Total state</b>						<b>163450</b>

Party-MNOP:

SI No	Product	For 25 Kg pack			For 1 Kg pack		
		Qty (MT)	FOR (Rs./MT)	Amount (Rs.)	Qty (MT)	FOR (Rs./MT)	Amount (Rs.)
01	NPK (19:19:19)	220	105	23100	130	110	13200
02	Potassium Nitrate (13:00:45)	130	28	3640	60	34	2040
	Mono Ammonium Phosphate (12:61:00)	30	40	1200	10	45	450
03	Mono Potassium Phosphate (00:52:34)	0	75	0	10	85	850
04	Calcium Nitrate	175	200	35000	50	220	11000
05	Magnesium Sulphate	275	195	53625	135	240	32400
	Total			<b>116565</b>			<b>59940</b>
	<b>Grand Total state</b>						<b>176505</b>

**Party ABCD is L-1 for Telangana.**

Similar calculation shall be made separately for each of the state.

**Annexure-4**

**Address of Zonal Office Hyderabad**

Sl No	Zonal Office	Address	For the concerned State
01	Hyderabad	National Fertilizers Limited, 3-6-666, 1 <sup>st</sup> Floor, Barwala Chambers Street No-10, Himayat Nagar, Hyderabad-500029 Telangana	Telangana, Karnataka, Tamil Nadu and Andhra Pradesh

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**PERFORMA AGREEMENT**

**(To be executed in Rs.100/- non judicial stamp paper)**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_, 2024 between M/s.National Fertilizers Limited, a Company Registered under The Companies Act 1956 and having its Registered Office at SCOPE Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003 and Corporate Office/ Central Marketing Office located at A-11, Sector-24, Noida-201301(UP) (hereinafter referred to as NFL which expression unless repugnant thereto, shall include its successors and permitted assigns) on the one part.

**AND**

M/s. \_\_\_\_\_, a Company Registered under The Companies Act 1956 having Registered Office at \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression unless repugnant thereto, shall include its successors and permitted assigns) of other part.

Whereas, M/s. \_\_\_\_\_ is engaged in manufacturing and marketing of Water Soluble Fertilizer (19:19:19) and Calcium Nitrate having its Factory at \_\_\_\_\_.

AND Whereas NFL has invited tender for purchase of Water Soluble Fertilizer and further intend to market the purchased Water Soluble Fertilizer in the states of \_\_\_\_\_.

AND Whereas M/s \_\_\_\_\_ had participated against the said tender and has agreed to supply Water Soluble Fertilizer on the terms and conditions agreeable to both the parties.

NOW THIS AGREEMENT WITNESS AS FOLLOWS :

**1.0 QUANTITY :**

Water Soluble Fertilizer are one of the fertilizer required during a limited period in the Kharif and Rabi seasons. Therefore, timely supply of Water Soluble Fertilizer are the essence of the contract.

The approximate state wise requirement of Water Soluble Fertilizer for 03 months period shall be as under :

State	Quantity (MT)
Andhra Pradesh	
Telangana	
Karnataka	
Tamil Nadu	

The above figures are indicative against each state and the total off-take may increase/decrease depending upon the market conditions. Further, there is no firm

quantity commitment for purchase of Water Soluble Fertilizer (19:19:19) and Calcium Nitrate from M/s.\_\_\_\_for either State wise or overall and would be at the sole discretion of NFL.

Water Soluble Fertilizer would be supplied filled in 1 Kg bags / 25 Kg bags as specified in tender. Bags would be arranged by M/s.\_\_\_\_on their cost however, printing design, text (in three colour scheme) would be supplied / approved by NFL.

1.1 M/s.\_\_\_\_\_ shall supply total quantity allocated by NFL in each delivery order within the period stipulated. However, it may be clearly understood that after expiry of validity of the contract no supply will be permitted to M/s.\_\_\_\_ even if the total allocated quantity is not supplied by M/s.\_\_\_\_ for any reason. M/s.\_\_\_\_ will not have any claim whatsoever in this regard after expiry of the contract.

1.2 Timely delivery shall be considered as the essence of the purchase order/contract. The actual date of receipt of the supply at the consigners' as per the term of the purchase order are on FOR basis. The supply has to be made on against NFL's specific indent on periodic basis as per demand during the contract period. A period of 10 days will be allowed for completion of supply against purchase order which will commence from the date of issue of respective purchase order.

If the delivery of material is delayed by M/s.\_\_\_\_\_ beyond five days from stipulated date, NFL shall have the right to exercise the following option :

- (a) To treat the default as breach of contract and to terminate the contract forthwith encashment Bank Guarantee and taking other action against M/s.\_\_\_\_ as per the provision of contract.
- (b) If the material is not supplied as per the specified schedule/date as mentioned above, NFL reserves the right to accept the material after imposing the penalty @1% of the Invoice/Purchase Order value for every week and part thereof the period of delay from the delivery period subject to maximum of 10% of the total value of material delayed.

1.3 NFL shall have the right to purchase the material from other parties at the risk and cost of M/s.\_\_\_\_ in case M/s.\_\_\_\_\_ fails to supply the allocated or indented quantity within the specified time.

1.4 Notification of Despatch : In regard to each and every consignment shall be made to the consignee immediately on dispatch indicating full details of quantity of material that the consignee's Area Manager may plan for storing and distribution of material.

1.5 NFL shall have the sole discretion to decrease/increase the purchase from M/s.\_\_\_\_ depending upon market condition and climatic conditions within the validity of the contract.

**2.0 QUALITY :**

Water Soluble Fertilizer so supplied shall have the specifications as per FCO:

The SELLER shall conform the specifications/ norms specified in FCO for each and every consignment. A certificate confirming the quality as per FCO specifications has to be sent by the SELLER to buyer for each batch/ lot. Batch-wise quality report must be enclosed by SELLER on submission of bills. Any failure and subsequent consequences thereof shall be to the account of the SELLER.

M/s.\_\_\_\_ shall be solely responsible for the quantity of Water Soluble Fertilizer. The product so supplied shall be inspected in order to adhere to the desired norms. Official / Representative of NFL will be within right to inspect and check the quality specifications of the material so received by getting it analyzed / tested at any Government recognized laboratory at the cost of M/s.\_\_\_\_. NFL shall have full right to reject the entire consignment/lot so received in the field for any deviations in quality as detected by NFL. In the event of such rejection, the penalty, damages and loses as suffered by the NFL shall be on account of M/s.\_\_\_\_. The cost of such material/damages suffered if any by NFL due to failure of product not meeting quality standards shall be recoverable from M/s.\_\_\_\_. It will be sole responsibility of M/s.\_\_\_\_ to remove the rejected material from the premises of NFL or from its retailers at their own cost. M/s.\_\_\_\_ shall have to furnish certificate of quality for each lot along with analysis report for ensuring the quality as per specification.

**3.0 PRICE :**

**3.1** The applicable FOR price that shall be paid for each State is as under :

<u>State</u>	<u>Price(Rs. PMT)</u>
Andhra Pradesh	
Telangana	
Karnataka	
Tamil Nadu	

The price payable is on FOR basis to various NFL's retailer's destinations located in the states of \_\_\_\_\_ respectively for supply of Water Soluble Fertilizer filled in 1 Kg./2 Kg/5 Kg/10 Kg/ 25 Kg bags. Above Price shall be exclusive GST The applicable GST shall be paid extra as per actual over and above the FOR rate.

**3.2** M/s.\_\_\_\_ shall ensure to supply of their product through their own distribution network in NFL's market territories at reasonable terms, so that NFL's sale are not adversely affected and a healthy competition is maintained.

**4.0 PAYMENT TERMS :**

**4.1** A credit period of \_\_\_\_\_ days shall be allowed as agreed upon from date of receipt of product at NFL's Retailers/ Dealer / Godown location.

4.2 M/s.\_\_\_\_\_ shall raise the dispatch documents directly to NFL retailers A/c NFL and shall raise the commercial invoice of Water Soluble Fertilizer in favour of NFL. NFL shall make the payment towards the cost of material by availing \_\_\_\_\_ days credit from the date of delivery.

4.3 M/s.\_\_\_\_\_ shall be raising commercial invoice to NFL based on material receipt documents for every 15 days.

4.4 No loading charges will be borne by NFL nor shall be permitted in the invoice except of effect of any change in taxes or levies as imposed by either State Government or Central Government or by local body / authority. NFL shall make payment of the invoice amount which is the FOR price plus the applicable taxes/ duties.

4.5 The payment shall be made by NFL through e-transfer, local cheques or cheques payable at par, as against the composite invoice raised against the supplies made on periodic basis.

## **5.0 SECURITY DEPOSIT (Bank Guarantee) :**

5.01 Bank Guarantee for faithful performance of contract :

M/s.\_\_\_\_\_ made Bank Guarantee of an amount of Rs.\_\_\_\_\_ for faithful performance of the contract.

5.02 If M/s.\_\_\_\_\_ fails to perform the contract within its terms and conditions or commits breach or deviates from any of the terms of the contract NFL shall have the right to encash the Bank Guarantee along with recovery from current unpaid invoices of M/s.\_\_\_\_\_ with interest.

5.03 The Bank Guarantee shall be encashed either in full or to the extent of the losses suffered by NFL due to the breach of the contract and / or non fulfillment of the obligations by supplying quality product by M/s.\_\_\_\_\_ under the contract or any loss/damages suffered by NFL on account of shortage or quality deviation shall stand recoverable from the supplier. Penalty against their Guarantee and adjustment of amount from outstanding invoices shall also be done if the amount exceeds the Bank Guarantee. M/s.\_\_\_\_\_ has to make good the value of Bank Guarantee to the extent of amount so drawn / encashed within 15 days of intimation from NFL.

The Bank Guarantee submitted by M/s.\_\_\_\_\_ shall be maintained for a period of six months from the date of the expiry of validity of the contract. NFL may file a claim for loss/damages accrued during the currency of contract period.

5.04 The Bank Guarantee deposited in any form shall not carry interest.

5.05 The above deposit shall be deemed to the security for this faithful performance of the contract or for the purpose of Section 74 of Indian Contract Act 1872 and for the extension of that Section. The contract shall be deemed to the Bond given by M/s.\_\_\_\_\_ for the performance of an essential duty.

5.06 The security deposit shall be released by NFL to the M/s.\_\_\_\_\_ on successful completion of the contract and settlement of dues whether payable or recoverable.

**6.0 LIQUIDATED DAMAGE AND ENFORCEMENT OF BANK GUARANTEE /SECURITY DEPOSIT :**

6.1 In case of failure of M/s.\_\_\_\_\_ to supply the contracted quantity of Water Soluble Fertilizer for whatsoever reasons, NFL shall have full discretion to purchase Water Soluble Fertilizer from any other party at M/s.\_\_\_\_\_ risk and cost. M/s.\_\_\_\_\_ defaulting in supplying the material shall be levied liquidated damages equivalent to the value of the unsupplied quantity based on the prevailing market price.

6.2 M/s.\_\_\_\_\_ shall have to supply Water Soluble Fertilizer as per order placed by NFL from time to time for states finalized under the contract and communicated in the Letter of Intent.

**7.0 STATUTORY CLEARANCE :**

M/s.\_\_\_\_\_ shall be singularly responsible to secure strict compliance with all Central and State laws as well as rules, regulations, bye-laws and orders of the local authorities as may be in force from time to time. M/s.\_\_\_\_\_ to NFL shall comply with all statutory requirements as and when the same is required by concerned authorities/statutory bodies including Pollution Department, and provisions laid down in FCO if any, during the currency of the contract period while supplying Water Soluble Fertilizer.

**8.0 WEIGHMENT / BILLING :**

Weighment of the of the material to be supplied to NFL shall be made on the basis of number of bags each 1 Kg received at the NFL's destination/s or by net weight of Trucks received at destination (net of Gross weight and Tare weight). M/s.\_\_\_\_\_ shall be fully responsible for shortages observed upon receipt of material intact bags if any. NFL shall be within its rights to reject such consignments not conforming to weight specifications as laid down in the contract or may decide to get the consignment standardized at the cost and expense of M/s.\_\_\_\_\_. M/s.\_\_\_\_ shall, however, have the right to depute their authorized representative to supervise the receipt of bags at destination. Bills shall be prepared based on the net numbers of bags/net weight of goods in trucks so received. Supply of material shall be based on GTR to NFL's destination.

9.0 **SECRECY :** Any information derived or otherwise communicated by NFL to M/s.\_\_\_\_\_ in connection with the contract shall be regarded as secret and shall not without written

consent of NFL, be published or disclosed to any third party or made use of by M/s.\_\_\_\_\_ except for the purpose of execution of the subject contract.

**10.0** M/s.\_\_\_\_\_ shall not sublet or assign the contract or any part thereof to the third party without obtaining the written consent/permission from the NFL in advance.

**11.0 FORCE MAJEURE :**

Neither the company nor the Supplier shall be considered in default in performance of its/his obligations under this contract, if such performance is prevented/delayed due to war, hostilities, revolution, civil commotion, lock-out, strike, go-slow, labour disturbance, epidemic, fire, wind or any act of God such as flood, tempest, earthquake or because of any levy, order, proclamation, regulation, ordinance of any Govt. or any statutory authorities.

**12.0 ARBITRATION :**

Except where otherwise provided in the contract all matters, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of work or before or after termination shall after written notice by either party to the contract be referred to Chairman & managing Director, National Fertilizers Limited for appointment of Arbitrator.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996, The Arbitration & Conciliation Act 2015) or any further statutory modification or re-enactment thereof and the rules made thereunder.

If the arbitrator to whom matter is referred, vacates his /her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceeding from his predecessor left or at any such stage he may deem fit.

It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising or the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract.

All disputes or differences, whatsoever, arising between the parties out of or relating to the construction meaning and operation or effect of this contract or the breach thereof shall be referred to the Sole Arbitrator to be appointed by the Chairman and Managing Director of NFL in accordance with the Arbitration and Conciliation Act 1996 or any statutory modification or coenactment thereof and the rules made there under. The venue of Arbitration shall be Delhi / New Delhi.

**13.0 JURISDICTION :**

All the disputes relating to the contract shall be subject to the jurisdiction of the Courts situated at Delhi/New Delhi.

**14.0 VALIDITY OF THE CONTRACT :**

**14.1** This contract shall be valid for a period from the date of issuance of Letter of Intent i.e. from \_\_\_\_\_ to 31.03.2025.

**14.2** The contract period can be extended for **03 months** from the date of expiry of contract as indicated above based on mutual agreement between NFL and M/s.\_\_\_\_\_

**14.3** The effect of force majeure clause mentioned in clause No.11.0 above may be considered for further extension. The party claiming force majeure event shall provide authenticated proof under force majeure for submitting their request for extension of contract. The duration of such extension shall be determined by NFL which shall be conclusive and final.

**15.0 TERMINATION OF CONTRACT :**

The contract is liable to be terminated if M/s.\_\_\_\_\_ :

- i) Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in case of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or property on the works; or
- ii) Makes an arrangement with or assignments in favour of his/their creditors/agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii) Abandons the work; or
- iv) If the seller makes default in supply of material as per terms of the contract. No claim or compensation shall be payable by NFL as a result of such termination; or
- v) Assigns or sublets the work in whole or in part thereof without prior permission/written consent; vi) Performance is not satisfactory; or
- vii) If M/s.\_\_\_\_\_ obtains the contract with NFL with illegal measures; viii) Information submitted/furnished by M/s.\_\_\_\_\_ are found to be incorrect.
- ix) If during any period of contract, penalty amount exceeds Rs.\_\_\_\_/- for short/delayed supply or any other reasons, NFL would be within its rights to terminate the contract and no claim/compensation shall be payable by NFL as a result of such termination.
- x) In the event the pollution clearance certificate and any other licenses are cancelled by the Pollution Control Board and is not renewed within one month, the contract shall be terminated.

The above shall be without prejudice to NFL's other rights under the law.

Upon termination of contract for reasons detailed under Clause No.15.0 :

1. NFL shall reserve the right to purchase the balance un-supplied quantity of said contract from any other party other than the M/s.\_\_\_\_\_ as per the terms decided by NFL and the loss damages suffered by NFL if any, due to such purchase recovered from the contractor.
2. The earlier M/s.\_\_\_\_\_ will have not claim/share of profit, if any, against purchase of such un supplied quantity.
3. Performance Guarantee Bond / Security in any form submitted by M/s.\_\_\_\_\_ shall stand forfeited.

**16.0 INDEMNITY / COMPENSATION :**

M/s.\_\_\_\_\_ and NFL shall indemnify and keep indemnified and harmless each other all time against or all claims/demand, loss, damages, costs and expenses which any company may suffer or incur by reasons of any act/acts or omission / omissions of either's or arising out of any act deed or things done or omitted to be done by either company in breach of this agreement or on account of either's company failure or delay in complying with or observing any of the terms and conditions of this agreement.

Other terms and conditions of Tender Documents and Letter of Intent shall be the part of this Agreement.

Signed by both the parties as hereunder :

Authorized Signatory of  
National Fertilizers Limited

Authorized Signatory of  
M/s.\_\_\_\_\_

Place : Noida  
Date :

Place : \_\_\_\_\_  
Date :

Witness :

Witness :

1. \_\_\_\_\_  
\_\_\_\_\_

1. \_\_\_\_\_  
\_\_\_\_\_



2. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

**Annexure-7****State Wise quantity (MT) for various states**

Sl No	Product	Telangana		Andhra Pradesh		Total	
		1 Kg	25 Kg	1 Kg	25 Kg	1 Kg	25 Kg
01	NPK (19:19:19)	130	220	96	42	<b>226</b>	<b>262</b>
02	Potassium Nitrate (13:00:45)	60	130	82	31	<b>142</b>	<b>161</b>
03	Mono Ammonium Phosphate (12:61:00)	10	30	14	24	<b>24</b>	<b>54</b>
04	Mono Potassium Phosphate (00:52:34)	10	0	0	0	<b>10</b>	<b>0</b>
05	Calcium Nitrate	50	175	0	186	<b>50</b>	<b>361</b>
06	Magnesium Sulphate	135	275	2	361	<b>137</b>	<b>636</b>

Sl No	Product	Karnataka			Tamil Nadu			Total		
		1 Kg	25 Kg	50 Kg	1 Kg	25 Kg	50 Kg	1 Kg	25 Kg	50 Kg
01	NPK (19:19:19)	400	0	0	400	0	0	<b>800</b>	<b>0</b>	<b>0</b>
02	Potassium Nitrate (13:00:45)	25	0	0	25	0	0	<b>50</b>	<b>0</b>	<b>0</b>
03	Mono Ammonium Phosphate (12:61:00)	25	0	0	25	0	0	<b>50</b>	<b>0</b>	<b>0</b>
04	Mono Potassium Phosphate (00:52:34)	25	0	0	25	0	0	<b>50</b>	<b>0</b>	<b>0</b>
05	Calcium Nitrate	0	100	0	0	100	0	<b>0</b>	<b>200</b>	<b>0</b>
06	Magnesium Sulphate	0	800	200	0	800	200	<b>0</b>	<b>1600</b>	<b>400</b>

The above quantity shall be subject to  $\pm$  10% variation. The quantity may vary depending upon the demand supply situation, climatic conditions and other market forces.

**Details of EMD to be deposited**

State wise EMD to be submitted against this tender. Bidders are required to submit EMD for the state they intend to apply.

<b>Sr. No.</b>	<b>State.</b>	<b>EMD required Rs.</b>
1	Andhra Pradesh	1,00,000
2	Telangana	1,00,000
3	Karnataka	1,00,000
4	Tamil Nadu	1,00,000

EMD is to be deposited in **NFL's Current Bank Account No. 10297944842 in State Bank of India, Corporate Accounts Group Branch, 4<sup>th</sup> and 5<sup>th</sup> Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001 (IFSCcode SBIN0017313).**

**Additional Terms and Conditions to NIT**

1. Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P-45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.
2. Bidders seeking benefits under Purchase 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. The salient features of which are as under:
  - a) Minimum local content: - The minimum local content shall ordinarily be 50%.
  - b) Margin of Purchase Preference: - The margin of purchase preference shall be 20%.
3. In case of procurement for a value up to Rs 10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs 10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practising Cost Accountant or practising Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.
4. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment. A self certificate to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.
5. In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content Vendor will be evaluated with 20% purchase preference.
6. NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.
7. In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012 (AS AMENDED ON DATE), then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
8. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

9. In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security shall continue to be available to MSE Bidders.

## **Make in India**

Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No: P-45021/2/2017-BE-II dated 15th June 2017 of DIPP and subsequent orders issued 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 as per latest amendment.

## **Purchase Preference Benefit**

1. Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P-45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable and any subsequent orders issued also shall be applicable in this tender.

1.1 Bidders seeking benefits under Purchase 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 as per latest amendment.

a) Minimum local content: - The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.

b) Margin of Purchase Preference: - The margin of purchase preference shall be 20%.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.

1.2 Being domestic tender, only 'Class-I Local supplier' and Class-II Local Supplier as defined in "Public Procurement (Preference to Make in India) order 2017" dt: 16/09/2020 shall be eligible to bid in this tender.

In case of procurement for a value up to Rs.10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs.10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.

1.3 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment.

A self-certificate to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.

- 2.0 In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content Vendor will be evaluated with 20% purchase preference.
- 3.0 NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, bidder shall have to submit the relevant certificate issued by concerned authority.
- 4.0 In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
- 4.1 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
- 4.2 In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security/EMD, if any, shall continue to be available to MSE Bidders.
- 4.3 In case a MSE bidder wants to avail the purchase preference, the bidder must be a manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for MSEs. In respect of bid for services. The bidder must be the Service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

## **GeM Seller ID**

As per Circular No. 6/9/2020-PPD dated: 24.08.20 from Ministry of Finance: It shall be mandatory for seller, for Goods & Services to Govt. organizations, including CPSEs, to be registered on GeM and obtain a unique GeM Seller ID at the time of placement of order/acceptance of contract. Successful bidder has to ensure compliance of same at the time of order placement/acceptance of contract.

## **Model Clause**

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 shall be submitted

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

**(On Company's Letter Head)**

**Tender Ref. No.:** .....

To

M/s National Fertilizers Limited,  
Corporate Office, Noida

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

Sir,

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

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

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

[Factory Address]

For M/s.....

Authorized Signatory

(with company seal & Name)



**Model Clause Certificate: Public Procurement No. 1**

**(On Company's Letter Head)**

**Tender Ref. No.:** .....

To

M/s National Fertilizers Limited,  
Corporate Office, Noida

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 bidder of a country which shares a land border with India. We certify that this bidder M/s.....**[Vendor Name & address]** is not from such a country

or,

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)

