

# TENDER DOCUMENT

AT  
NATIONAL FERTILIZERS LIMITED  
BATHINDA UNIT

## Index

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**INSTRUCTION TO BIDDERS**

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

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

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

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

Sh. Ratan Jayot Singh Bola  
Asstt. Manager Materials  
National Fertilizers Limited  
Sibian Road, Bathinda  
E-mail: [rjs.bola@nfl.co.in](mailto:rjs.bola@nfl.co.in)

TECHNO-COMMERCIAL BID		
S No	Description	Additional Term & Conditions (ATC)
1(A)	Tender/NIT Confirmation	(a) No Deviation to Additional Term & Conditions (ATC) of this Tender/NIT is allowed. (b) Offer with any condition / deviations is liable to be rejected at Sole option of NFL. (c) Please upload this tender document duly signed & stamped on GeM Portal as a token of acceptance for all the term & conditions of this NIT.
2(a)	Item Specifications	As per Technical Annexure 1
2(b)	Period of contract	The contract shall be valid for a period of one year. The contract shall be further extendable for the period of 03 months with proportionate increase in the Qty. at the sole discretion of NFL.
2(c)	Quoting criteria	Bidders shall quote the total value (inclusive of all taxes, P&F, freight and duties) for 1 LOT on GeM (1 LOT shall include the total quantity of coal combustion catalyst required by party). However, the quantity of coal combustion catalyst shall be submitted along with the technical bid.
2(d)	Financial document along with price bid	The detailed price list (as per Price bid format attached) has to be uploaded by bidder in excel format on GeM.
3	<b>PRICE BASIS / FOR</b>	<b>Price submitted on GeM portal shall be inclusive of all taxes &amp; costs like Transportation cost upto consignee locations, P&amp;F, Bank charges etc as per GeM Term &amp; Conditions.</b> <b>Purchase order will be issued on GeM portal to successful bidder of same value as submitted by bidders on GeM portal. So bids shall be submitted on GeM portal inclusive of all cost. Transit Insurance shall be arranged by you.</b>
4	<b>% of GST</b>	<b>Please intimate the rate of GST considered while submitting bid as mentioned at Sr No 3. The quoted price shall also include the GST as per GeM term &amp; conditions.</b> Bidder to certify that they are not covered under Composition Scheme under GST. If the bidder is registered under Composition Scheme it should be confirmed specifically & in this case loading of GST at applicable rates shall be done during evaluation of bids.
5	Offer Validity	Offer Validity will be 90 days from the Technical Bid Opening Date
6	Delivery period	Kindly mention minimum delivery period.

7	Payment Terms	<p>Performance Report will be prepared every month by Vendor and NFL jointly. Payment shall be released within 30 days if there is minimum 10% reduction achieved each in fly ash and bottom ash combustibles on monthly basis calculated w.r.t. Tech. Section Annexure-I General calculation for measuring reduction in Coal combustion.</p> <p>If the actual quantity of additive dosed is less than the quoted quantity, the payment will be released based on actual quantity of additive dosed.</p> <p>(INSPECTION of the material shall be done after receipt of material, at NFL stores only and the same shall be final and binding)</p> <p>Tenderer/Party is requested to provide their 11 digit Core Banking Account No. &amp; IFSC Code of their bank on their letter head as attachment, enabling NFL to arrange the transfer of due payment in their account directly.</p> <p><b>MSME vendor Payment through TReDS:</b>  Gol has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.</p> <p>MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to.</p> <p>The detail of RXIL contact person is as below:  Contact Name : Mr. Prajay Shukla  Contact No.:8090051171  E-mail id: prajay.shukla@rxil.in</p> <p>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.</p> <p>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.</p> <p>All financing cost for using the facility shall be borne by the MSME bidder only.</p>
8	Liquidated Damages	<p>Please confirm the acceptance of Liquidated Damages clause. GST will be applicable on LD charges.</p> <p>Material shall be supplied as per agreed/specified delivery schedule. If the material is not delivered as per specified schedule, NFL reserves the right to either</p> <p>(i) Purchase the material from OPEN MARKET at the risk and cost of the supplier  OR</p> <p>(ii) Accept the goods at its sole discretion after imposing the PENALTY @ 0.5% (half per cent) of the Basic Price + GST as applicable of the delayed quantity for every week or part thereof, of the period of such delay from delivery schedule, subject to a maximum of 5% of the Basic Price + GST on LD as applicable  OR</p> <p>(iii) Treat the delay as default of Purchase Order and forfeit security deposit, terminating the Purchase Order forthwith and taking, other action/s against the supplier, within the provisions of the Purchase Order.</p>
9	Firm Price	<p>Vendor to confirm that Total Landed Rate including Transportation Charges will remain firm till the complete execution of the order.</p> <p>No Revision in rates allowed except for any increase/decrease in rates of statutory levies such as GST/SGST/IGST etc. within contractual delivery period.</p> <p>Withdrawal from the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice of our rights of legal remedies.</p>
10	PERFORMANCE	As per Technical Annexure-1.

11	Force-majeure	The delivery period indicated in the Purchase Order should be strictly adhered to and normally no extension in delivery would be granted. However, if any time during the currency of the contract the performance in whole or in part by either party of any obligation under the contract shall be prevented or delayed by way of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, strikes, lock outs or acts of Gods, provided notice of any such happening is given by either party to the other within 21 days from the date occurrence thereof neither party shall, by reason of such event, be entitled to terminates contract nor shall either party have any claim for damage against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after the event has come to an end, ceased to exist, provided that if performance in whole or part of the contract is prevented or delayed for a period exceeding 60 days either party may at its option, terminate the contract.
12	Subletting of contract	The successful tenderer shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior written consent of NFL. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the PO/Contract and to purchase the goods elsewhere and successful tenderer shall be liable to NFL for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.
13	Jurisdiction	All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in Bathinda court in Bathinda District in the state of Punjab.
14	INSPECTION	Inspection of material shall be made at our site, which shall be final. NFL shall not carryout pre- dispatch inspection at party's works/shop unless otherwise stated in the Purchase Order.
15	MSMED Registration	(a) Please confirm whether you are covered under MSMED Act 2006 and also mention category i.e. whether you are a Micro, Medium or small enterprise. Further, also mention whether the MSE is being owned by SC/ST entrepreneurs. Documents in support of the above must accompany your quotation. Benefits shall be given to firms covered under MSMED Act 2006 as per GOI guidelines. (b) In case you are not registered as MSE, you shall procure at least 25% of value of contract/PO as Goods and services from MSEs and certificate to this effect will be submitted by you along with Invoice.
16	<b>MAKE IN INDIA</b>	Provisions of Public Procurement (Preference to Make in India), Order 2017 notified vide Order No.: P-45021/2/2017-BE-II dated 15.06.2017 of DIPP & all subsequent amendments shall be applicable in this tender. Bidders seeking benefits under preference to Make in India (Linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) Order 2017.” If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. Please submit a certificate confirming the minimum % age of local content from the OEM to claim benefits extended towards make in India policy.
17	Black-listing/ Delisting	Bidders shall give Self certification that they have not been blacklisted by any Government Department/Public Sector Undertaking/Co-Operative Unit in the last Two Years. Offers of such blacklisted bidders shall not be considered.

18	Laws Governing Purchase Order	<p>The purchase order shall be governed by the Laws or Union of India for the time being in force.</p> <p>The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.</p> <p>Restrictions on procurement from a bidder of a country which shares a land border with India shall be part of this tender as per Rule 144(xi) of GFR 2017.</p>
19	INDEMNITY	<p>The supplier shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract.</p> <p>If the NFL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, NFL shall be entitled to recover the said amount from any security or other guarantee available with the NFL under the contract.</p>
20	SECRECY	Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use or by the supplier except for the purpose of implementing the contract.
21	TDS	Deduction shall be made from the payment as per existing GOI rules.
22	Relationship	<p>A) None of NFL Employee is related to Owner / Director of Firm.</p> <p>B) None of Ex-Employee of NFL is employed with vendor Firm</p> <p>(In case of relatives/ex-employees concerned with NFL, please furnish their complete details such as Name, Department, E.No. etc.)</p>
23	Signed copy of All Annexures of Tender documents	<p>Bidders shall upload copy of all Annexures duly signed and stamped as a token of acceptance of all T&amp;C of our NIT.</p> <p>Bidders may ensure that tender documents are signed by appropriate authority of the company. Withdrawal of offer / non acceptance of orders placed based on offers submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.</p>
24	Clear Understanding	When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.
25	Name & Contact of dealing person	<p>Please provide Name &amp; Contact (email &amp; phone) of dealing person</p> <p>Bidders may ensure that tender documents are signed by appropriate authority of the company. Withdrawal of offer / non acceptance of orders placed based on offers submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.</p>
26	CONTACT DETAILS of company	You shall attach sheet mentioning your e-mail ID, telephone / mobile no. etc. along with complete name & address details of your Firm/Co., for clarifications / placement of order.

27	EMD	<p>Tenderers must submit Earnest money deposit of Rs. 50,000/- (Rupees Fifty thousand only). The Tenderers will have to submit the EMD in the form of:</p> <p>(i) E-Transfer of EMD through RTGS/NEFT are as follows:  NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA  Account Type: Cash Credit  Account No: 11430301916  IFSC Code: SBIN0003591</p> <p>Note: Kindly mention your company name in remarks/narration while submitting EMD through NEFT/RTGS and also mention UTR no and date in your offer.</p> <p style="text-align: center;">or</p> <p>A Bank Guarantee from a Scheduled Indian Bank (except Gramin/ Cooperative Banks) as per our prescribed format (see Annexure) and not GeM format. The Bank Guarantee should be valid for a period of Six Months and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (the details of BG No. &amp; date, amount, bankers name etc. has to be submitted in relevant field/column of online module). The bank guarantee should be submitted by bankers directly to NFL in a sealed envelope and not through any vendor / contractor.</p> <p>The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:</p> <p>(i) IFN 760 COV for issuance of Bank Guarantee.  (ii) IFN 767 COV for amendment of Bank Guarantee.  (iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.  iv) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV / IFN 767 COV.</p> <p>Cheques shall not be accepted in any case.</p> <p>Tenders without Earnest Money Deposit are liable to be rejected at the sole discretion of NFL. In case of submission of EMD through RTGS/NEFT or Bank Guarantee, it should be ensured by the vendor that the UTR Number/original Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of RTGS/NEFT remittances/ Bank Guarantee given online by the vendors.</p> <p>Earnest money shall be forfeited at the sole discretion of NFL in case tenderer after intimation from NFL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.</p> <p>Earnest Money of the successful tenderers shall be returned on submission of security deposit. Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible after finalization of tender.</p> <p>No interest will be paid on the Earnest Money Deposit.</p> <p>Refund of EMD remittances shall be done by RTGS/NEFT. Bidder must submit the bank details for refund of EMD along with their offer. Charges if any, shall be borne by the vendor.</p>
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28	Security Deposit – cum - PBG	<p>28.01 The successful tenderer, for the faithful performance of the Contract, will furnish Security Deposit-Cum-Performance Guarantee within 30 days of issue of Purchase Order. The Security Deposit-cum-Performance Guarantee will be @ 5% of Basic P.O. value. The Security Deposit-cum-Performance Guarantee shall be submitted in the form of:</p> <p>(i) <b>e-Transfer of SD-cum-PBG through RTGS/NEFT are as follows:</b></p> <ul style="list-style-type: none"> <li>• <b>NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA</b></li> <li>• <b>Account Type: Cash Credit</b></li> <li>• <b>Account No: 11430301916</b></li> <li>• <b>IFSC Code: SBIN0003591</b></li> </ul> <p><b>Note:</b> Kindly mention your company name in remarks/narration while submitting SD-cum-PBG through NEFT/RTGS and also inform us the UTR no. and date.</p> <p>(ii) The tenderer will also have the option to furnish Security Deposit Cum Performance Guarantee by way of Bank Guarantee from any of the Scheduled Banks excluding Gramin and Co-operative Banks, in the Performa enclosed as Annexure. The Bank Guarantee must be valid to cover Contract period + Three Months Claim Period. The bank guarantee should be submitted by bankers directly to NFL in sealed envelope and not through any vendor / contractor.</p> <p>The vendor/contractor shall also arrange confirmation of Bank Guarantee( including all amendments) by their issuing Bank through SFMS mode directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:</p> <p>(i) IFN 760 COV for issuance of Bank Guarantee.</p> <p>(ii) IFN 767 COV for amendment of Bank Guarantee.</p> <p>(iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.</p> <p>iv) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV / IFN 767 COV</p> <p>(iii) Cheques will not be accepted in any case.</p> <p>28.02 The Security Deposit Cum Performance Guarantee will be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. NFL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.</p> <p>28.03 The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, NFL will have the right to draw from the Bank Guarantee/ Security Deposit Cum Performance Guarantee either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee/ Security Deposit Cum Performance Guarantee to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.</p> <p>28.04 The amount so drawn will not in any way effect any remedy, to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.</p> <p>28.05 In the event of the forfeiture of whole or part of the Security Deposit Cum Performance Guarantee, the tenderer will deposit further sum/sums, so as to maintain the full security deposit amount as per Para above.</p> <p>28.06 The Security Deposit Cum Performance Guarantee sit will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the Security Deposit Cum Performance Guarantee or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.</p> <p>28.07 In case the Bank Guarantee is from an overseas bank, the same shall be got counter guaranteed by an Indian Scheduled Bank.</p> <p>28.08 The Security Deposit Cum Performance Guarantee amount will not bear any interest.</p>
29	Arbitration	Detailed below
30	General Terms and conditions	All other Terms and conditions shall be as per GeM GTC.



31	Land Border sharing clause	<p>(i) 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.</p> <p>(ii) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>(iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>(iv) The beneficial owner for the purpose of (iii) above will be as under:</p> <p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation—</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>(iv) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>(v) [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order).</p> <p>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."</p>
32	Startup Clause	<p>The condition for prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion from time to time) subject to meeting of quality &amp; technical specifications.</p> <p>Startups as recognized by DPIIT are also exempted from payment of Earnest Money.</p> <p>For availing the relaxation, bidder is required to submit requisite certificate towards Startup Enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce &amp; Industry.</p>

• **ARBITRATION( for other parties):**

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

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

Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 199 and any further statutory modifications or re-enactment thereof and the rules made thereunder.

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

The seat and venue of arbitration shall be Bathinda only.

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

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

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

The language of arbitration shall be English.

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

- For CPSEs and Government Department:

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

22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20-02-2020.

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and also Government Department/ Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM N0.4(1)/2013-DPE(GM)/FTS-1835 dated 22-08-2018”.

## **MAKE IN INDIA:**

**Provisions of Public Procurement (Preference to Make in India), Order 2017 notified vide Order No.: P-45021/2/2017-BE-II dated 15.06.2017 of DIPP shall be applicable in this tender. Bidders seeking benefits under preference to Make in India (Linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) Order 2017.”**

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 20171. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order:-

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

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

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

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

Government companies as defined in the Companies Act.

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

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

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

b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para (i)(a) above, and with estimated value of purchases less than INR 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

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

## ii) Purchase Preference

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

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

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

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

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

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

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

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

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

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

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

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

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

c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local

supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20 (twenty) percent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

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

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

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

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

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

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

viii) Verification of local content:

a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

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

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

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

e) Nodal Ministries and procuring entities may prescribe fees for such complaints.

f) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.

h) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

3. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

ix) Specifications in Tenders and other procurement solicitations:

a) Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b) Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c) Procuring entities shall review all existing eligibility norms and conditions with reference to sub-paragraphs (viii) (a) and (b) above.

d) Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its

procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Rule 153 of GFR 2017)



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

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

### **COMPLIANCE OF LABOR LAWS:-**

A) The tenderer shall indemnify NFL with all Statutory requirements and laws in performing the contract.

The responsibility for action / safety of his employees during the contract period shall be solely his.

B) Compliance of Labour Laws:-

i) The Contractor shall be solely responsible for compliance of various Labour Laws as applicable in the State of Punjab, as amended from time to time, mentioned below in respect of employees deployed by him at NFL site:-

1. The Minimum Wages Act, 1948
2. The Employee's Provident Fund & Miscellaneous Provisions Act, 1952
3. The Employees State Insurance Act, 1948/Workmen's Compensation Act, 1923
4. The Factories Act, 1948
5. The Punjab Labour Welfare Fund Act, 1965
6. The Payment of Wages Act, 1936
7. Any other Act formed by the State/Central Govt. from time to time and relevant to the above Contract.

ii) In support of proof of having complied with provisions of the aforesaid Acts, the Contractor will be required to submit:-

Copy of Wage Sheet/PF & ESI challans on monthly basis,

Copy of ESI Return on Half yearly basis,

Copy of P.F. Return in Form 6-A on yearly basis and proof of having deposited contribution under Labour Welfare Fund in respect of employees deputed/deployed for execution of the contract.

The Contractor will be required to obtain Insurance cover under Workmen's Compensation Act, where its employees are not covered under ESI Act and he will submit a copy of the same before start of work for entire period of Contract.

iii) Medical examination: As per provisions of Factories Act, 1948 the contract labour working are required to be medically examined in following manner;

- I. One before employment to ascertain physical suitability of the person to do the particular job.
- II. Once in a period of six months, to ascertain the health status of the workers.
- III. The details of medical examination shall be recorded in prescribed Form and no person shall be engaged to work without certificate of fitness granted by authorized Medical Officer.

iv) Employees Provident Fund & Miscellaneous Provisions Act, 1952.:The contract labour employed by Contractor in connection with the work of NFL is eligible for membership of Employees Provident Fund / Employees Pension Scheme from the date of joining. The Contractors' workers shall subscribe to the Fund a sum equivalent to 12% of the wages including DA rounding to the nearest quarter of a rupee. The Contractors shall also contribute a sum equal to the total of each such compulsory subscription, every month plus allied charges like DLIS and administrative charges etc. Contractor will deposit PF accumulations in respect of the contract labour employed by the

Contractor in his own PF Account Number. For this purpose the Contractor must have their own PF Account Numbers.

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

**BANK GUARANTEE (FORMAT) FOR EMD**

IN CONSIDERATION OF NATIONAL FERTILIZERS LIMITED (NFL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE-III,7 INSTITUTIONAL AREA,LODHI ROAD, NEW DELHI-110 003 (HEREINAFTER CALLED NFL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT \_\_\_\_\_ (HEREINAFTER CALLED THE, THE SAID TENDERER(S) ) WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO \_\_\_\_\_ FOR \_\_\_\_\_ HEREINAFTER CALLED "THE SAID TENDERER" OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILLMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER \_\_\_\_\_ FOR \_\_\_\_\_ ON PRODUCTION OF BANK GUARANTEE FOR RS. \_\_\_\_\_ (RUPEES \_\_\_\_\_ ONLY).

1. WE \_\_\_\_\_ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO NFL AN AMOUNT NOT EXCEEDING RS. \_\_\_\_\_ (RUPEES \_\_\_\_\_ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'NFL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.
  
2. WE \_\_\_\_\_ BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'NFL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'NFL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING \_\_\_\_\_ (RS \_\_\_\_\_ ONLY).
  
3. WE \_\_\_\_\_ BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALIZATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF NFL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORIZED OFFICER OF NFL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE \_\_\_\_\_ TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THEBANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.
  
4. WE \_\_\_\_\_ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'NFL' IN WRITING.

DATED \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

**CORPORATE SEAL FOR BANK**

**SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT**  
**(To be prepared on Stamp paper issued in the name of Bank)**

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and \_\_\_\_\_ a Company incorporated in \_\_\_\_\_ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of \_\_\_\_\_ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs. \_\_\_\_\_.

CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Security Deposit cum-Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. \_\_\_\_\_.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

(Indicate the name of the Bank with stamp)

## Technical Annexure 1

Sr	Item Cd	N.C. Item Desc.	UM	Qty Reqd
1	3000005	Supply and application of coal combustion catalyst in boiler furnace to reduce the combustibles in Fly ash and Bottom ash and improve the overall efficiency of the boilers for a period of twelve months as per Technical Section of NIT	KG	10950.000

## **TECHNICAL SECTION OF TENDER DOCUMENT**

Tenders are invited for Supply, delivery & application of coal combustion catalyst (from here onwards this will be termed as "Coal additive") from the bidders capable of supply/manufacture the desired quantity of additive for Monitoring purpose and its application in reduction of Combustibles in Fly ash and Bottom ash in coal fired boilers of minimum 110MT/hr. steam generating capacity(which is to be used in boiler furnace)for improving the overall efficiency of the boiler. The job will comprise of supply, installation, commissioning, operation and maintenance of coal additive dosingsystem at Bathinda unit for a period of one year.

### **A. BRIEF INTRODUCTION OF BOILERS**

The Steam Generation Plant of NFL Bathinda Unit comprises of three identical pulverized coal fired boilers supplied by M/s BHEL with Natural Gas as support fuel, having a maximum continuous rating of 150 MT/Hr.(MCR), Super-heated steam at a pressure of 105 Kg/cm<sup>2</sup>g and temperature 495<sup>0</sup>C. The boilers are tangentially fired, balanced draught, Natural circulation, radiant dry bottom and provided with three Bowl mills.Presently, only one Boiler is kept in line to meet the Steam requirement of Plant.

### **B. BIDDER ELIGIBILITY CRITERIA:As mentioned at annexure- Dof NIT.**

### **C. SCOPE OF WORK**

#### **1. The scope of work includes:**

- a. Site Inspection, design, engineering, manufacturing, erection, testing, commissioning and Monitoring operation of Coal Additive dosing system along with supply of coal additive (coal combustion catalyst) for one year.
- b. Supply of material on F.O.R. basis at site, unloading, storage at site, erection, testing, commissioning and putting into operation of additive dosing system with all accessories.
- c. Maintaining the system for one year period to reduce the Unburnts/combustibles in Fly Ash and bottom ash.
- d. Coal additive dosing shall be carried out in the running coal fired boilers. At present only one coal fired boiler is running..
- e. Coal additive consumption may increase or decrease depending upon the plant requirement.
- f. The combustibles in fly ash and bottom ash are being maintained in the range of 7-8 % and 11-12% respectively with coal additive. More than 20 % reduction in combustibles has been achieved with the usage of same.

#### **2. Coal additive dosing system shall consist of the following items:**

- a. Dosing system as per the bidder for three BHEL boilers.
- b. The party may visit the site and accordingly, the bidder to procure the dosing system and other assembly for dosing Coal additive. The party may fabricate the dosing system and other assembly at the site. Compressed air, if required, for each assembly will be supplied by NFL. However, any other fittings required for reduction in required air pressure shall be in contractor's scope.
- c. Pipe and fittings as required in completing the system shall be in contractor's scope.
- d. All instrument like pressure indicators, temp. Indicators, level indicators and other instruments required for coal additive dosing system shall be provided by the contractor.

#### **3. Miscellaneous Works:**

- a. Making all connections at all terminal joints and supply of necessary jointing material connectors, nut & bolts, transition pieces etc. shall be in contractor's scope.
- b. Painting of all equipments and structures as per standard colorcoding's scheme shall be in contractor's scope.
- c. Shutdown or any modification, alternation on units for installation and commissioning of

- dosing system shall not be permitted.
- d. All relevant drawings along with technical specification of dosing system shall furnished.
  - e. The bidder will supply desired quantity of coal additive (coal combustion catalyst), install and commission additive dosing system and will also carry out its operation and maintenance for entire contract period. In order to assess the benefit of the additive all the pre-trial Monitoring relevant hourly operation parameters required for the calculation of the above will be collected and recorded jointly by the contractor and NFL representative on daily basis.

**4. Pre-trial and Trial Run:**

- A) The successful Bidder who first time qualifies on the above criteria, will have to perform a trial run, if not already done in one of the Plants of NFL, for 45 days i.e. 15 days pre-trial without additive and 30 days with additive. If there is minimum 10% reduction each in fly ash and bottom ash combustibles on monthly basis, only then the payment will be released and the product will be regularized. In case party fails to achieve guaranteed performance contract will be terminated and Bidder will have to bear the cost of trial run period. The Trial can be terminated without payment at any stage in case NFL observes any harmful impact on any of boiler or environment. Engineer In- Charge decision will be final for terminating the contract and acceptable to bidder. NFL will be at liberty to give the chance to other lowest Bidders also to prove their product.

Joint performance Report will be prepared and signed by the NFL representatives and the Contractor's Engineer for deciding the modalities and various parameters including Boiler Efficiency which will be observed and recorded.

**Please Note: The methodology of calculations for determining improvement in Boiler Efficiency shall be as per Annexure-I for reference of the tenderer OR the proprietary methodology given by the vendors shall be examined and accepted after mutual agreement.**

- B) The successful Bidder who has already successfully performed in NFL will have to perform trial run as follows;

**Pre-Trial Data Collection(without Additive):**

For Continuous period of Seven Days (168 hrs) operating data will be collected for each of the On-Stream boilers (as per availability) without using any catalyst/additive at or near normal Plant load. In case of tripping /stoppage of boiler during seven days continuous period, the data collection shall be terminated and data collected till then for continuous run will be saved. The same boiler after eliminating reason of Tripping/stoppage or maintenance /repair etc., will be taken in line and Two days (48 Hrs) stabilization period will be provided. After completion of 48 hrs data collection will again start for remaining period to conclude seven days run for each boiler. In case operation of boiler continues without any interruption, data collected for continuous 168 hrs will be considered. The collected data (two hourly data collection frequency) shall be averaged over 168 hr for comparing with the data collected after additive/ catalyst usage to calculate Reduction in combustibles in Fly ash and Bottom Ash.

Joint Performance Report will be prepared and signed by the NFL representatives and the Contractor's Engineer

**Trial Run (with Additive):**

After Pre-Trial Data collection, the successful bidder will have to perform Trial run for 30 continuous days (720 hrs) for each boiler. After starting additive dosing, bidder can ask for up to maximum seven days for their treatment stabilization prior to start of 30 days continuous run period. After finishing 720 hrs continuous run and in case of party achieving the guaranteed monthly savings as per Clause no.6, payment shall be released. The Party shall be then continuing with the treatment for remaining contract period and for that period clause no 6 will also be applicable for payment. The data collection methodology during trial Run and for rest of contract period shall be same as during Pre-Trial Run. In case party fails to achieve performance during trial period the contract will be continued and bidder will have to bear cost

of Trial run period. Month wise Post trial run with additive will be continued and payment will be released of only successful month. The Trial can be terminated without payment at any stage in case NFL observes any harmful impact on any of boiler or environment. Engineer In-Charge decision will be final for terminating the contract and acceptable to bidder.

Joint Performance Report will be prepared and signed by the NFL representatives and the Contractor's Engineer

- C) During normal operation only one boiler remain in line. All Laboratory analysis and results carried out by NFL lab for purpose of payment, Boiler furnace operation and efficiency calculation are final and acceptable to Bidder.
- D) If there is minimum 10% reduction each in fly ash and bottom ash combustibles on monthly basis, only then the payment will be released and the product will be regularized. Otherwise Bidder will have to bear the cost of trial run period. NFL will be at liberty to give the chance to other lowest Bidders also to prove their product.

**5. Post-trial Dosing and Monitoring:**

A Joint Performance Report will be prepared every month by Contractor and NFL team. The operating parameters/measurements and analysis recorded during pre-trial and Trial run will be monitored and recorded. In case of abnormal variations in the readings/parameters viz a viz Pre-trial run, those readings will be excluded for the purpose of calculation of the benefits.

In case Abnormal results/parameters on behalf of NFL faults persists because of pressure parts leakage, flue gas heavy leakage, shortage of combustion air due to ID or FD fan, deterioration in performance of mills etc the parameters for the performed days will be excluded for the purpose of calculation of the benefits.

In spite of corrective actions by NFL such conditions persists for more than a week then coal additive dosing may be discontinued with due consent of both the parties. With mutual consent of both Owner as well as Successful party, the pre-trial with the revised conditions, as stated in above para, may be conducted to arrive at the new benchmarking figures without additive. Thereafter, catalyst dosing will be done.

Catalyst dosing will be continued with normal parameters.

Depending upon the quality of coal, if required, bidder may increase or decrease the dosage of coal additive but the payment will be released as per Clause no 7 below.

**6. Guaranteed Savings:**

The tenderer will guarantee a minimum 10% reduction each in fly ash and bottom ash combustibles on monthly basis. Only on achievement of the above guaranteed savings, the performance of the Product will be termed as successful.

**7. Payment Terms:**

Performance Report will be prepared every month jointly by both the parties. Payment shall be released if there is minimum 10% reduction each in fly ash and bottom ash combustibles on monthly basis. If the actual quantity of additive dosed is less than the quoted quantity, the payment will be released based on actual quantity of additive dosed.

**8. Manpower and equipments for Dosing:**

Contractor will arrange lodging, boarding & transportation facility for their Monitoring team and for dosing Additive in all three shifts of their own. However, NFL will provide accommodation in guest house on chargeable basis for the entire duration subject to availability of rooms.

Any equipment/manpower required for satisfactory execution of work, even not specified in tender specification, shall be arranged by the bidder without any extra cost.

**9. Furnace Temperature Measurement:**

Contractor will have to arrange Pyrometer at their cost for measuring temperature during pre-trial Monitoring and post-trial /normal dosing of coal additive (coal combustion catalyst), frequency of temperature measurement shall be decided mutually.

10. O<sub>2</sub> analysis at Air Pre Heater inlet & outlet shall be regularly monitored and reading shall



be recorded. The party will arrange their own portable O<sub>2</sub> analyzer for above purpose. analyser will be additional advantage for monitoring CO in flue gases.

**11. Quantity of ADDITIVE Dosage:**

The tenderer is to submit the quantity of the additive in Kgs to be dosed per MT of coal. The approximate coal consumption in NFL boiler will be about 450 MT/day (13950 MT/Month). The hourly coal consumption indication is not available. The coal consumption is to be approximated on hourly basis with the steam generation load per hour, RC Feeders RPM, Natural gas support flow per hour, etc. The detailed calculation for deciding coal additive dosage per ton of coal and method of calculation of coal per hour is to be given by the tenderer.

**12. Dosing Process:**

Earlier during trial operations, COAL ADDITIVE was dosed into the boiler furnace with the help of Hopper Feeder Assembly through two peepholes with help of air diagonally opposite to each other on AB elevation. However, the tenderer is to submit their own scheme of dosing as deemed fit mentioning clearly the number of dosing points.

**13. Performance Report:**

Performance report will be prepared every month jointly by Contractor & NFL which will quantify the benefits accrued during the Monitoring period and will be basis of release of payment as mentioned at point No. 7 above.

**14. Purchase Order:**

The contractor will supply the desired quantity of Coal additive against the purchase order for complete work.

**15. Duration of Usage:**

The average consumption of coal will be around 13,950 MT per Month. Accordingly, the tenderer is to mention the quantity of coal additive to be dosed to achieve the desired result for a period of one year. The contract period is further extendable by three months on the same rates, terms and conditions at the sole discretion of NFL.

**16. Evaluation Criteria:**

The lowest rate quoted by the tenderer measured in terms of Quantity of coal additive in Kgs per Metric Ton of Coal multiplied by cost of coal additive shall be considered for award of contract.

**17. Monitoring Methodology:**

The improvement in Boiler Efficiency will be calculated as per the standard Indirect (Heat Loss Method) formula. The results of analysis of coal reported by NFL Central Laboratory shall be acceptable to both Engineers in charge NFL & tenderer. It will be binding on the tenderer.

**D. SPECIAL CONDITIONS OF CONTRACT**

**1. STAFF REQUIREMENT:**

The contractor will maintain a team of skilled workers, technically trained and experienced supervisory staff as per the requirement. The bidder shall furnish acceptance of deployment of minimum staff for execution of the work schedule. However, depending upon the requirement of jobs/works, the contractor may have to deploy more number of workers. There should be no delay in taking up the job under the scope of contract.

**2. MEDICAL EXAMINATION:**

As per provisions of Factories Act, 1948, the contract labour working are required to be medically examined (i) one before employment to ascertain physical stability of the person to do the particular job; (ii) once in a year to ascertain the health status of the workers; & (iii) the details



examination shall be recorded in prescribed form and no person shall be engaged to work without certificate of fitness granted by authorized medical officer.

**3. GENERAL INSTRUCTIONS TO CONTRACTOR:**

- i. The contractor will have to execute the work as per the order of preference expressed by Dy. General Manager (Prod.). The Dy. General Manager (Prod.) have authority to stop the work in case, it is not being done as per the specifications, instructions, safe practice, disobedience by the contractor, his supervisor or staff and if his labour is idle, because of such sudden stoppage of work. NFL will not pay any compensation for this to the contractor.
- ii. The contractor shall arrange as per NFL rules, gate passes/tokens for his Supervisor/Labours. He will have to submit an application for the number of gate passes/tokens required and after getting the same forwarded. Contractor will have to take the permission of the Deputy Commandant (CISF). The gate passes/tokens are issued for contractor's workers to work in the areas indicated in the scope of work above. It will be the sole responsibility of the contractor not to misuse the gate passes/tokens.
- iii. **NFL is a Chemical Hazardous Factory, as such persons deployed by the CONTRACTOR against the contract should be physically & medically fit and within the age group of 18 to 60 years. The CONTRACTOR shall submit medical fitness report issued from certified Medical Practitioner in this regard with respect to each person deployed by the CONTRACTOR at NFL.** The labourers permitted inside the factory are for being engaged for work under this contract should not be employed on any other job.
- iv. Contractor's labourers are not supposed to be loitering at places not connected with his work and tamper with fire hydrants etc. in factory premises. The labourers are prohibited to bathe and wash clothes inside the factory premises. Any persons found guilty in this regard will be immediately taken out of the factory gate and will not be allowed to enter in the factory premises again.
- v. The vehicles brought into the factory by the contractor including the tools/tackles and equipment etc. in motor vehicles should be declared at the Gate and CISF will have all powers to check the vehicles when it is being taken out of the gate. If contractor fails to declare the contents at the time of entrance these will not be permitted to be taken out.
- vi. It will be responsibility of the contractor or his supervisor to ensure prompt medical attention at our Factory's first aid post in case of any of his employees get injured on work. Every injury must be brought promptly to the notice of NFL under who contractor is functioning and the contractor's supervisor will give all required details to him as to how the accident occurred. The contractor or his supervisor will fill the required number of forms immediately. The NFL administration has to report the dates of resumption of injured workers to relevant govt. authorities and as such, the contractor has to inform our Engineer-In charge the date of resumption of duty of injured worker.
- vii. The contractor shall abide by all rules and regulations as framed by the Company from time to time as applicable to his job.
- viii. Minimum number of staff as guaranteed by the bidder should remain available at the premises of the Steam Generation Plant at particular time of day. A penalty towards default shall be deducted at the rate of Twice the amount of wages as per Minimum Wages Act for respective category of the staff found not available at the Steam Generation Plant (work place).

4. **SPARE PARTS:**

Spare Parts required for the maintenance will be provided by Contactor.

5. **ESTIMATED TIME FOR JOBS:**

07/15 days for pre-trial period as the case may be & one year after start of dosing of coal additives.

6. **STEAM GENERATION PLANT SECURITY:**

The Security rules enforced at Steam Generation Plant shall be honored by the contractor as well as by his staff. A list of persons engaged related to the work will be submitted by the contractor in order to issue temporary identity cards which must be returned if the person leaves the job or the contract gets completed.

7. **STAFF AND LABOUR**

Persons below the age 18 years shall not be deployed on the jobs, in any condition.

8. **MATERIAL MOVEMENT:**

Collection, return and transportation of material, any item from stores, required for the job, will be arranged and done by the contractor at his own cost. Replaced material/taken out scrap must be returned back to its proper place as per instructions of Engineer-in-charge.

9. **SITE IN CHARGE:**

Contractors or his authorized representatives approved by the Engineer-in-Charge should remain at the site for all the 24 hours to receive the instruction from the Engineer-in-charge or representative of NFL.

10. **Drawings:**

Complete technical details along with tender specification/drawings shall be furnished by bidder within 7 days from the date of Letter of award to Officer-In-charge of site for approval.

**GENERAL CALCULATIONS FOR MEASURING IMPROVEMENT IN BOILER EFFICIENCY**

- (a) Boiler Efficiency will be calculated using Indirect Method (BS 2885).
- (b) The improvement in Boiler Efficiency (%) to be calculated as per following formula:
- $$\% \text{ Improvement} = \frac{\text{Boiler Eff. (Post)} - \text{Boiler Eff. (Pre)}}{\text{Boiler Eff. (Pre)}} \times 100$$
- (c) Benefits/ savings will be calculated on the basis of % improvement in boiler efficiency by indirect heat loss method.
- (d) Effect of Coal Additive on the Key Parameters -
- Unburnt in Fly Ash
  - Unburnt in Bottom Ash
  - Oxygen% (O<sub>2</sub>) at APH Inlet
  - Flue Gas Temperature at APH Outlet
- (e) Other Observations -
- Effect on Slag / Clinker, if any
  - Effect on Support Fuel Consumption
  - Effect on Average Load / Steam Generation.

**Status of Various Parameters and Requirements:**

**Sampling and Analysis:**

- Proximate Analysis of Coal: The coal sample of 2 to 3 kg will be taken from all the running mills. Coal Sample will be taken once in a shift and two days composite sample shall be made for Proximate Analysis & NCV, which shall be analyzed by NFL Lab.
- NCV of Natural Gas to be taken as received from GAIL on daily basis for calculation purpose.
- Bottom Ash samples to be collected twice a day i.e. once in each A&B shifts only, jointly by Party and NFL teams from Bottom Ash Drain Line and a composite sample for the day to be tested for its Unburnt Carbon/combustibles by NFL Lab.
- Fly Ash sample will be collected from all the five field hoppers of ESP's twice a day i.e. once in each A&B shift only and the sample will be sent to NFL Lab for composite analysis of unburnt carbon/ combustibles for the day. Mixing shall be done by LAB in the proportion of 80% (ESP 1A/ 1B), 12% (2A/ 2B), 4 % (3A/3B) 2 % (4A/4B) 2 % (5A/5B)
- Mill Fineness Report to be made available to the party once-a-week.
- Ambient Temperature: Daily Average as recorded by the Laboratory to be used for calculation; however, necessary correction to be applied in case of abnormal change in ambient temperature.

**Operational Parameters:**

- All the Operational Parameters to be noted from the Control Room by the party on two hourly basis and Daily Average to be considered for calculation.
- NG consumption will be taken from integrator in DCS Panel of Control room for calculation purposes and it will be tried to keep the gas flow constant. A NG correction factor of Compressibility from GAIL shall be applied to have corrected flow of NG.
- Oxygen (%) to be checked at APH I/L.
- Daily Log Book of all the Operational Parameters to be maintained and duly authenticated by NFL Officials and the party.

**Apart from the above, the other key points to be noted are as follows:-**

- A Pre Trial of 07 Days/15 Days for benchmarking to be done as per scope of work clause 4.

- Photographic record of Ash Samples & Flame to be kept both in Pre Trial and Post Trial Period.
- Feeder assembly will be installed during Pre-Trial period by the Party with the help of NFL.
- A Pre Trial Report to be submitted by the party on completion of the Pre Trial and coal additive dosing to be started on acceptance of this Report.
- Coal Additive to be dosed in the ratio as per the party's recommendations on kg/kg basis.
- During the Post-Trial, the same procedure as followed during the Pre-Trial to be followed to evaluate the effect of Coal Additive on Key Parameters; and to calculate the Increase in Boiler Efficiency .
- An Interim Report after 15 days of Coal Additive addition to be prepared & signed by both NFL and the party.
- Boiler efficiency shall be calculated (on daily basis) by indirect method based on above results.
- The Post-trial to be of 30 days or more depending upon the running condition of Boiler, accordingly, the dosing period may vary.
- If during Pre-Trial period, it is observed that there is a need of change in any of the above stated points, the same will be done after mutual consent of both the parties and will be included in the Pre-Trial MOM to be signed before the starting of Dosing of Coal Additive.
- The abnormal readings and the readings during abnormal Load conditions to be excluded for the Calculation purpose.

**Record Keeping and Reporting:**

The following Records shall be maintained during the Pre-Trial as well as Post-Trial by the party, duly authenticated by NFL on a Daily Basis; which shall make the basis for various calculations and Reports.

- Daily Boiler Parameter sheet
- Coal and Ash Analysis Report
- Oxygen % at APH I/L.
- Ambient Temperature Record
- Daily Boiler Efficiency Calculation sheet by Indirect Method
- Daily Coal Additive Consumption Record.

## Eligibility Criteria

S.No.	Conditions	Documents required
1.	The Bidder should be in the field of manufacture/supply of additive / catalyst to be mixed with coal for reduction in Loss of Ignition/improvement in boiler efficiency/saving in coal consumption in Fertilizer/Chemical/Cement/Steel/ Thermal power stations in India.	Bidder to submit minimum one purchase order for supply of such additive / catalyst during the last seven years in India till last date of previous month in which NIT is published.
2.	The offered additive/catalyst should have been used in Fertilizer/Chemical/Cement/Steel/Thermal power stations for a minimum period of one year with the desired advantage for reduction in LOI. Additive/catalyst offered by bidder should have been tested and certified by Fertilizer /Chemical / Cement / Steel / Thermal power plant for minimum 10% reduction in LOI (Loss of Ignition) in Fly Ash as well as Bottom Ash.	Certificates thereof issued by user to be submitted by the bidder in reference to PO mentioned at S. no. 1 above.  Bidder to submit certificates/testimonials that Coal additive/catalyst is being used in pulverized Fuel fired (Coal) based boiler in Fertilizer/Chemical/Cement / Steel/ Thermal Power stations in India, clearly mentioning the performance of Coal additive i.e. minimum 10% reduction in LOI in Fly Ash as well as Bottom Ash .
3.	Additive/catalyst offered by bidder should be certified by National/ International/ Government/ semi-Government Institutions for its claimed characteristic.	Bidder to submit the certificates there of.
4.	Additive/catalyst offered by bidder should be certified by National/ International/ Government/ semi-Government Institutions for non-hazardous impact on Environment.	Bidder to submit the certificates there of.
5.	Additive/catalyst offered by bidder should have safe nature of application. It should not have any harmful impact on metallurgical and mechanical properties with additive/catalyst usage. Same should be certified by authorized Govt. agency.	Bidder to submit certificate thereof.
6.	During the use of additive/catalyst offered by bidder, there should not be any deterioration in stack emission and SPM level.	Bidder should submit undertaking that during the use of additive/catalyst offered by bidder, there will not be any deterioration in stack emission and SPM level.
7.	Average Annual Financial turnover of the bidder during the last 3 years ending 31st March of the previous Financial Year should be at least Rs.15.00 lakhs.	Bidder shall submit self-attested copies of audited balance sheet and profit & loss account for the last 03 financial years ending on 31st march of previous financial year of the company (i.e. 2020-21, 2021-22 & 2022-23). In case the bidders do not fall under the ambit of statutory audit or do not have audited annual reports/audited balanced sheets and profit & loss statements. Bidder shall submit a statement certified by statutory auditor/practicing chartered accountant with valid UDIN no. as documentary evidence in support thereof.

**Model Clause certificate**

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

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

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

Sir,

I Mr.....(authorized signatory) for M/s .....(Vender name) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that this bidder M/s ..... (Vender name and address) is not from such a country or, if from such a country (Tick appropriate option & cut the other one), has been registered with the competent authority.

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered (wherever applicable, attach evidence of valid registration certificate with competent authority).

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

(authorized signatory name, sign with stamp)

# Price bid format

Sl. No.	Item Description	Units	Quantity	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder in Rs. P	P&F Amount in %	P&F Amount in INR Rs. P	GST Amount in %	GST Amount in INR Rs. P	Freight Charge s ( upto Bathinda ) in %	Freight Charge s ( upto Bathinda ) in Rs.	GST on Freight Charge s ( upto Bathinda ) in %	GST on Freight Charge s ( upto Bathinda ) in Rs.)	Any Other Charge s in Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in Rs. P
1	2	5	7	12	7	8	9	10	11	12	19	20	21	22	13	14
1	Chemical															
2	Supply, delivery & application of coal additive (coal combustion catalyst) used in boiler furnaces along with installation, commissioning, operation and maintenance of coal additive dosing system at SGP boilers of Bathinda Unit of NFL. The monthly coal consumption will be approx. 13950 MT with GTG / HRSG plant in line. (The duration of dosing and monitoring shall be one year)	Kg.		INR		0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0	0.00	0.00