

NATIONAL FERTILIZERS LIMITED BATHINDA UNIT

TENDER DOCUMENT

Tender No : NFB/PUR/SI-230023 Dated 21.06.2024

DUE ON : 05.07.2024

INDEX

Annexure-B	:	Techno-Commercial Bid Template
Annexure-C	:	Price bid Format
Annexure-D	:	Commercial Section of Tender Documents
Annexure-E	:	Loading Criteria
Annexure-G	:	EMD Format
Annexure-H	:	Security Deposit / SD-cum-PBG Format

ANNEXURE-B

S. No	Description	NFL Requirement as per NIT	Vendors Comment (Agreed / If not Agreed, Please Comment)
1	Item description & quantity		
1.1	NFL itemcode : 8240888 1st stage Piston rod packing case assembly, P.no. KJ-G9-2610-1#6 for CO2 gas compressor UGB-102; Model No: JM-3(75-17301-0) Make: M/s. Kobe Steels Limited, Japan. (QTY = 01 NO)		
1.2	NFL itemcode : 8240890 2nd stage Piston rod assembly (Modified), P.no. C12B-14-3#4 for CO2 gas compressor UGB-102; Model No: JM-3(75-17301-0) Make: M/s Kobe Steels Limited, Japan. (QTY = 01 NO)		
1.3	HSN code of item 1.1 & 1.2		
2	You shall certify Interchangeability of supplied spare with respect to existing installed ones (CO2 gas compressor UGB-102; Model No: JM-3(75-17301-0) and also submit interchangeability certificate alongwith supply.		
3	You shall furnish Warranty/ Guarantee Certificate against bad workmanship of material and/or any manufacturing and operational defect valid for a period of 18 months from the date of supply or 12 months from the date of installation, whichever is earlier. In case the material fails during Warranty/ Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost.		
4a	Packing Material shall be packed in standard export-worthy packing to prevent any damage during transit / storage.		
4b	ISPM 15 Certificate In case packing of the goods is made of raw/ untreated/ unprocessed wooden material, you will submit ISPM 15 certificate.		
4c	Country of Origin Please confirm the Country of origin of the goods.		
4d	COO certificate Please confirm to submit Country of origin certificate from OEM/ Chamber of Commerce at the time of supply for origin of goods.		
COMMERCIAL TERMS & CONDITIONS			
5.1	Earnest Money Deposit	(As per NIT clause 5) Rs. 100,000.00 or equivalent in quoted currency	
5.2	SD/SD-cum-PBG	(As per NIT clause 6) Security Deposit @ 5% of basic PO value	

6	offer No	Please mention the offer No & Date	
7	Offer Validity	Confirm validity of 120 days from the Technical Bid opening date	
8	Delivery Period	Please confirm minimum delivery period	
9	Payment Terms (As per NIT clause 10)	No advance payment shall be allowed. The payment of the material supplied will be made on CAD (Cash Against Documents) basis through bank against submission of dispatch documents. The bank charges in India shall be borne by NFL and foreign bank charges in the country of dispatch shall be borne by supplier. The inspection of material, after receipt of same at our site shall be final.	
9.1	Bank Details	Confirm foreign bank details.	
10.1	Rates on FCA Basis	Rates must be quoted on FCA TOKYO International airport / FOB nearest seaport basis, including all charges upto airport/shipping carrier in seller's account. Please confirm.	
10.2		With ref. to 10.1 above, please mention the airport/ seaport	
11	Firm prices	The total FCA/FOB rate(s) will remain firm till the complete execution of the order. No revision in rate(s) will be allowed. Please confirm.	
12	Liquidated Damages for Delay in Supply	It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either (i) recover liquidated damages from supplier at a sum equal to 1/2% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or (iii) cancel the contract without prejudice to our rights under (i) & (ii) above	
13	Agency Commission	If applicable, please confirm separately the percentage agency commission as included in the prices quoted and payable to your Indian agents in Indian currency. This will be paid after satisfactory receipt and inspection of the material at our site.	
14	Name & Address of Indian Agent.	The Name And Address Of Indian Agents and their agency commission included in quoted prices should be mentioned separately in your quotation.	
15	Land Border sharing clause for restrictions on	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority i.e. the Registration Committee constituted by the Department of Promotion of	

	procurement	Industry and Internal Trade (DPIIT).	
16	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.	
17	Force Majeure	Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war; rebellion, mutiny, civil commotion, fire riot, earthquake, drought, floods, crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.	
18	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.	
19	Relationship	It shall be certified by the tenderer that none of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately.	

		<p>It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.</p> <p>Tenderer must confirm that none of NFL's ex-employee is employed with them (In case any ex-employee of NFL is employed furnish details separately.)</p>	
20	Secrecy	Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.	
21	Black-listing/ Delisting	Please specifically confirm whether you are/have been delisted / black-listed by any unit of NFL. (Bidder 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.)	
22	Undue trade practices	If a Tenderer resorts to any frivolous, malicious, or baseless complaints/ allegations, with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders upto a period of 2 years.	
23	Confirm each clause	You must confirm each clause of this NIT specifically. In case, you do not comment on any of the clause, we shall presume that the same has been accepted by you unconditionally.	
24	Deviation/ Any other comment / Information /Remarks	Deviation, if any, must be mentioned explicitly. However, in case of any deviation from our above said terms & conditions, we reserve our right either to ignore your offer or load the same suitably at our sole discretion. However, vendor may offer their comment(s), if any.	
25	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.	
26	Signed copy of Annexure	Bidder(s) shall submit copy of duly filled Annexure-B & Annexure-C with stamp & signature alongwith offer.	
27.1	Details of company	Name & address of company where PO is to be sent and address of your India office /representative	
27.2	Details of company	Valid email address & contact No	

ANNEXURE-C

PRICE BID						
TENDER NO. :						
NAME OF BIDDER :				M/s KOBE, JAPAN		
S.No.	Item Description	UoM	Quantity	Currency (Text) please indicate whether JPY / USD / EURO / INR etc	Basic Price (in quoted currency)	Total Price (in quoted currency)
				JPY		
				TOTAL		0.00
	Packing and Forwarding Charges, if applicable (Absolute Value in quoted currency)					0.00
	FCA TOKYO /FOB nearest seaport Charges, if any (including Inland Freight from your Works to nearest International Airport/ Sea Port) in accordance with INCOTERMS 2020					0.00
	Any other charges (in quoted currency)					0.00
	Total FCA price (port of dispatch) in quoted currency					0.00

ANNEXURE-D

- 1 **Item specification and quantity shall be as per Annexure-B**
- 2 DELETED
- 3 DELETED
- 4 DELETED
- 5 **EARNEST MONEY DEPOSIT (EMD) : Rs. 50,000.00 (or equivalent amount in quoted currency)**
- 5.1 Tenderers must submit Earnest money deposit of as indicated in technical bid.
- The Tenderers will have to submit the EMD in the form of:
E-Transfer of EMD through RTGS/NEFT, bank details are as follows:
NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA
Account Type: Cash Credit
Account No: 11430301916
IFSC Code: SBIN0003591
- NOTE: Kindly mention your company name in remarks/narration while submitting EMD thru NEFT/RTGS and also mention UTR no and date in your offer.
- OR
- A Bank Guarantee from a Scheduled Indian Bank (except Gramin/ Cooperative Banks) as per our prescribed format (**Annexure-G**). 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. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).
- The Bank Guarantee should be submitted by Bankers in a sealed cover and not through vendor / contractor. 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., K-1 Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:
- (i) IFN 760 COV for issuance of Bank Guarantee.
 - (ii) IFN 767 COV for amendment of Bank Guarantee.
 - (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV
 - (iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field of 7037 of IFN 760 COV/IFN 767 COV
- 5.2 Cheque shall not be accepted in any case.
- 5.3 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.
- 5.4 Bidders having valid NSIC certificate may be exempted from the submission of EMD. Micro and Small Enterprises qualifying as at (a) of attached sheet titled 'BENEFITS TO MICRO, SMALL ENTERPRISES (MSEs)' shall also be exempted from paying EMD.
- 5.5 EMD 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.

- 5.6 EMD of the successful tenderers shall be returned on submission of security deposit/PBG.
- 5.7 EMD by unsuccessful tenderers shall be returned as early as possible after finalization of tender.
- 5.8 No interest will be paid on the Earnest Money Deposit.
- 5.9 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.

6 SECURITY DEPOSIT/ SECURITY DEPOSIT-CUM- PERFORMANCE GUARANTEE

- 6.1 The successful tenderer shall submit **Security Deposit /Security Deposit-cum-Performance Guarantee equal to 10% of basic value of Purchase Order (i.e. excluding any taxes and duties).**

The Tenderers will have to submit the SD-cum-PBG in the form of:

E-Transfer of EMD through RTGS/NEFT, bank details are as follows:

NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA

Account Type: Cash Credit

Account No: 11430301916

IFSC Code: SBIN0003591

NOTE: Kindly mention your company name in remarks/narration while submitting SD-cum-PBG thru NEFT/RTGS and also confirm the UTR no and date after submission of same.

OR

- 6.2 A Bank Guarantee from a Scheduled Indian Bank (except Gramin/ Cooperative Banks) as per our prescribed format **(Annexure-H)**. The Bank Guarantee must be submitted within 20 days from the date of issue of purchase order and should be valid for delivery period + Guarantee period (SD-PBG only) + three Months claim period 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. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

The Bank Guarantee should be submitted by Bankers in a sealed cover and not through vendor / contractor. 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., K-1 Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:

(i) IFN 760 COV for issuance of Bank Guarantee.

(ii) IFN 767 COV for amendment of Bank Guarantee.

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

(iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field of 7037 of IFN 760 COV/IFN 767 COV

- 6.3 Cheques will not be accepted in any case.
- 6.4 The SD-cum-PBG will be retained by NFL till the expiry of guarantee/warranty period as per 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.
- 6.5 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-cum-Performance Deposit either the whole or part of value of Bank Guarantee or Security-cum-Performance Deposit and tenderer will make good the value of Bank Guarantee/ Security-cum-Performance Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

- 6.6 The amount so drawn will not in any way affect 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.
- 6.7 In the event of the forfeiture of whole or part of the Security-cum-Performance Deposit, the tenderer will deposit further sum/sums, so as to maintain the full Security-cum-Performance Deposit amount as per Para 6.1 above.
- 6.8 The security-cum-performance deposit will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the security-cum-performance deposit or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.
- 6.9 The security-cum-performance deposit will not bear any interest.
- 6.10 Parties registered as NSIC under single point registration are exempted from submission of EMD and security deposit only. Parties claiming above concession under N.S.I.C should upload copy of single point registration certificate

7 **~~VARIATION IN WEIGHMENT~~**

~~Weightment at weigh bridge of NFL will be final and binding on the supplier. Weigh bridge tolerance for shortage observed in weight upto 0.5% will be allowed. No recovery shall be effected for shortage limited to the above. In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.~~

8 **DELIVERIES/LIQUIDATED DAMAGES**

- 8.1 Material shall be supplied as per agreed/specified delivery schedule.
- 8.2 If the material is not delivered as per specified schedule, NFL reserves the right to either:-
- (i) Purchase the material from OPEN MARKET at the risk and cost of the supplier.
 - OR (ii) Accept the goods at its sole discretion after imposing the penalty @ ½% (half per cent) of the invoice value (Basic price only) 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 PO value, (Basic Price)
 - OR (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.

9 **FORCE MAJEURE:**

Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war; rebellion, mutiny, civil commotion, fire riot, earthquake, drought, floods, crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to the other party in writing within 10 days from

the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.

10 **PAYMENT:**

No advance payment shall be allowed. The payment of the material supplied will be made on **CAD (Cash Against Documents) basis through bank against submission of dispatch documents**. The bank charges in India shall be borne by NFL and foreign bank charges in the country of dispatch shall be borne by supplier. The inspection of material, after receipt of same at our site shall be final.

11 **LOADING CRITERIA: (as per annexure-E)**

The tenderers must accept the terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of NFL. NFL however, may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, security deposit and liquidated damages by adopting the stipulated loading criteria.

12 **VALIDITY:**

Tender must be valid for acceptance for 90 days from the Technical Bid opening date.

13 **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 by 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.

14 **JURISDICTION:**

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of a competent civil jurisdiction in this behalf at Bathinda (where this contract has been signed on behalf of the owner) and only the said court(s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other courts.

15 **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.

Material need not be insured by parties as all our incoming consignments are covered under our open marine insurance policy. Charges for transit insurance may be excluded from your quoted rates.

16 **General Term & Conditions:-**

16.1 **POSTPONEMENT OF TENDER OPENING DATE:** NFL reserves the right to postpone the

tender opening date and/or time and will intimate all the tenderers well in time, of such postponement alongwith notice of revised opening date and time. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day.

- 16.2 NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 16.3 The bids will be opened at NFL Plant, Bathinda, electronically, on the date and time specified in the bid document (or any amendment thereof.)
- 16.4 It shall be certified by the tenderer that none of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately.
- 16.5 It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.
- 16.6 Tenderer must confirm that none of NFL's ex-employee is employed with them (In case any ex-employee of NFL is employed furnish details separately.)
- 16.7 Tenderer must confirm that they have not been de-listed /black listed in any unit of NFL.
- 16.8 In case the tenderer is an authorized distributor, he should submit a back up letter from the principal manufacturer guaranteeing that they will stand by the contract. Back up letter should be specific for this tender and should be enclosed with the un-priced commercial part of the tender.
- 16.9 NFL reserves the right to assess the capability and capacity of the bidders for placement of Order/contract.
- 16.10 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.
- 16.11 Subsequent to an order being placed against your quotation, received in response to this NIT, if it is found that the materials supplied are not of the right quality or not as per our order specifications or received in damaged condition or otherwise not satisfactory owing to any reason of which NFL shall be the sole judge, we shall reject the materials, cancel the contract and buy our requirement from other sources and recover the loss, if any, from you reserving our right to forfeit the security deposit. Supplier will remove the rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.
- 16.12 **ANY EXCEPTIONS/DEVIATIONS TO THE NIT SHALL BE SPECIFICALLY STATED.**
- 16.13 No enhancement of rates will be allowed once the quotation is accepted and the order is placed. 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.
- 16.14 The supplier shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract.
If the NFL is called upon to make any payments as aforesaid due to any act or omission or 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.

- 16.15 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.
- 16.16 Please confirm that no other Firm/Sister concern/Associate belonging to the same group is participating / submitting this tender.
- 16.17 One person will be allowed to represent only one company during discussions/negotiations with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 16.18 **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.
- 17 **Address for communication:**
The DY.GEN. MANAGER (MTLS),
NATIONAL FERTILIZERS LTD.
SIBIAN ROAD, BATHINDA-151003
Phone: 0164-2270261, (PBX) ; Fax: 0164-2760270
E-mail: ypbhagat@nfl.co.in
- 18 NOTE: Our GST No. : **03AAACN0189N2ZD**
~~Tender No: _____ of _____ Portal Id <https://nfl.etenders.in>~~

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)

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BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT

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

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

NOW THIS DEED WITNESSES AS FOLLOWS :

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without

recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. _____.

2. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the BANK GUARANTEE FOR SECURITY DEPOSIT shall become null and void.

3. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially upto _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The BANK GUARANTEE FOR SECURITY DEPOSIT is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

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