



# NATIONAL FERTILIZERS LIMITED

A GOVERNMENT OF INDIA UNDERTAKING

VIJAIPUR, GUNA (Madhya Pradesh-473111)

## NOTICE INVITING TENDER (NIT)

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## नेशनल फर्टिलाइजर्स ल मटेड

(भारत सरकार का उपक्रम)

वजयपुर-473111, जिला: गुना (म.प्र)

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वेबसाईट: [www.nationalfertilizers.com](http://www.nationalfertilizers.com)



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# VERSIONS

S.NO.	VERSION CONTROL NO.	DATE	CHANGES INCORPORATED IN THE VERSION	PREPARED BY:
1.	Initial Draft	Feb-2022		Ayush Kumar

कॉरपोरेट कार्यालय: ए-11 सेक्टर-24, नोएडा-201301 (उ.प्र), दूरभाष: 0120-2412294/2412445, फैक्स: 0120-2412397

Corporate Office: A-11, Sector – 24, NOIDA – 201301 (U.P.), Tel: 0120 – 2412294 / 2412445, Fax: 0120 - 2412397

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Regd. Office: Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi 110003 • Tel: 24360066 • Fax: 24361553

CIN No. L74899DL1974GOI007417 Website: <http://www.nationalfertilizers.com> Facebook: @nationalfertilizers



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# NOTICE INVITING TENDER

Tender No. and Date	NFV/PUR/DMW22070/Y Dated: 13.09.2022
Description of Work	<b>Procurement of SS ROUND BARS</b>
Estimated Value:	<b>&gt;= ₹ 5.0 Lakhs to ₹ 1.0 Crore</b>
Scope of Tender:	<b>National Competitive Bidding</b>
Mode of Tender:	<b>Open Tender (on GeM)</b>
Type of Bid:	<b>Two Part Bidding</b>
Earnest Money Deposit Required	<b>YES</b>
Earnest Money Deposit (in INR)	<b>Rs.50,000/- (Rupees Fifty Thousand Only)</b>
Earnest Money Deposit (in equivalent Foreign Currency in case of International Competitive Bidding)	<b>NOT APPLICABLE</b>
Type of Security Deposit Required	<b>SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE</b>
Applicable Security Deposit	<b>3% of Order Value</b>

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## ELIGIBILITY CRITERIA

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**1.0 Eligibility Criteria to be followed:**

The bidders will be qualified based on below criteria and offer of only those bidders who satisfy these criteria shall be considered:

***NOT APPLICABLE***

\*\*\*End of Eligibility Criteria\*\*\*



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## **GENERAL TERMS AND CONDITIONS (GTC)** **of Contract**

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**GENERAL TERMS AND CONDITIONS (GTC)**

**1.0 GeM Terms and Conditions**

This Bid is also governed by the latest General Terms and Conditions of GeM which can be accessed through below hyperlink.

[This Bid is also governed by the General Terms and Conditions](#)

\*\*\*\*End of GTC\*\*\*\*



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## **SPECIAL TERMS AND CONDITIONS (STC)** **of Contract**

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**SPECIAL TERMS AND CONDITIONS**

**1.0 Earnest Money Deposit: Rs.50,000/- (Rupees Fifty Thousand Only)**

**1.01** Tenderers must submit Earnest money deposit of ***Rs.50,000/- (Rupees Fifty Thousand Only)*** or equivalent amount in USD (as per prevailing exchange rate at the time of submission of bid). EMD will be submitted by way of :-

- i) E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as under:-
- a. NFL's Account No. **1 0 3 4 6 6 7 3 3 1 1**
  - b. Name of Bank: **State Bank of India**
  - c. Branch Name: **NFL Vijaypur (NFL Complex)**
  - d. Branch Code: **30282**
  - e. IFS Code: **SBIN 0030282**

***After depositing the amount through RTGS/NEFT, the bidders will be required to immediately inform us the details of amount deposited i.e. Depositor's name, our NIT No. and nature of deposit (i.e. Cost of tender form/EMD/SD-PBG etc.) through e-mail to facashvp@nfl.co.in.***

**or**

ii) Crossed Demand Draft favouring National Fertilizers Ltd. issued by any Nationalized/Scheduled Bank payable at State Bank of India, NFL Vijaypur Branch (Code: 30282), NFL Complex, Vijaypur-473111, Dist. Guna (MP) (Details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

**or**

iii) Bank Guarantee from any Scheduled/Nationalized Bank (except Rural/Co-Operative Banks) as per our prescribed format (see **Annexure-VI: Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)**). The Bank Guarantee should be valid for a period of 120 days from Tender Opening Date and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

iv) ***Cheques shall not be accepted in any case.***

**1.02** Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by DD or Bank Guarantee, it should be ensured by the vendor that the original DD/Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of DD/Bank Guarantee given online by the vendors. There is no exemption to any category of tenderers from submission of Earnest Money.

**1.03** Earnest money shall be forfeited at the sole discretion of NFL in case tenderer after intimation from NFL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.

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

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

**1.06** No interest will be paid on the Earnest Money Deposit.

**1.07** EMD submitted by the successful tenderers can be adjusted against SD or PBG or SD-cum-PBG.

**2.0 Type of Deposit: SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE: **3% of Order Value****

**2.01** Successful Tenderer, for the faithful and proper fulfillment of the contract, shall have to furnish **SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE** equivalent to **3% of Order Value** within 30 days of receipt of Purchase Order which shall be valid for the period

covering **Delivery Period + Guarantee/Warranty Period + Claim Period of 3 months**. Security Deposit shall be furnished in the form of:-

- i. E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as under:-
  - a. NFL's Account No. **1 0 3 4 6 6 7 3 3 1 1**
  - b. Name of Bank: **State Bank of India**
  - c. Branch Name: **NFL Vijaypur**
  - d. Branch Code: **30282**
  - e. IFS Code: **SBIN0030282**

OR

- ii. By way of a Bank Guarantee from any Nationalized/Scheduled Bank (except Rural and Co-operative Banks) in the format prescribed by NFL (**see Annexure-III**). The Bank Guarantee should be valid for the period covering the Delivery Period + Guarantee/Warranty Period + Claim Period of 3 months

**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, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code ICIC0000031, as per following details:**

- a. **IFN 760 COV for issuance of bank guarantee.**
- b. **IFN 767 COV for amendment of bank guarantee.**
- c. **Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.**
- d. **Issuing bank shall be mention NFL beneficiary code as " NFLNATIONAL04022015" field 7037 of IFN 760 COV/IFN 767 COV.**

**2.02** Security Deposit shall be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. NFL shall have the sole discretion to 'Call in' the Bank to pay the whole or part of the amount of Bank Guarantee.

**2.03** The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.

**2.04** In the event of breach of any of the terms and conditions of the contract, NFL shall have the right to draw from the Bank Guarantee/Security Deposit either the whole or part of value of Bank Guarantee or Deposit and tenderer shall make good the value of Bank Guarantee/Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

**2.05** The amount so drawn shall not in any way effect any remedy to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing hereupon.

**2.06** In the event of forfeiture of whole or part of the Security Deposit, the tenderer shall deposit further sum/sums so as to maintain the full security amount deposit as per Clause 17.01 above.

**2.07** The Security Deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by NFL. It shall be lawful for NFL, if any difference or dispute is likely to exist, to defer the release of Security Deposit or any portion thereof, which may be due for release until such difference and dispute had been finally settled or adjusted.

**2.08** The Security Deposit amount shall not carry any interest.

### **3.0 Signing of Integrity Pact **NOT APPLICABLE****

Bidders will sign the Integrity Pact, attached separately with this Tender Document (see), which is an integral part of Tender Documents and upload it along with their Unpriced Techno-Commercial Bids. The Bidder who fails to upload the Integrity Pact will stand disqualified from the tendering process and the bid of the bidder will be rejected. Details regarding Integrity Pact can be viewed on our website [www.nationalfertilizers.com](http://www.nationalfertilizers.com) along with the E-Tender Website

The Name and E-mail addresses of IEMs are as under:-

1. Shri Ramchander Bagdalkar  
006, HMR Purple Elites, 9th Main, 9th Cross, HBR Layout 4th Block, Kalyan Nagar Post, Bangalore-560043  
E-mail: [rnbagdalkar@gmail.com](mailto:rnbagdalkar@gmail.com)

2. Cmde Rakesh Anand IN (Retd.)  
16, Currie House, Mazagaon Dock Officers Qtrs Dockyard Road, Mumbai-400010  
E-mail: [ansem\\_2000@yahoo.com](mailto:ansem_2000@yahoo.com)

Tenderers must ensure that duly signed copy of the Integrity Pact has been uploaded along with tender documents.

#### **4.0 Payment Terms:**

- 4.01 NFL will not make any advance/progressive payments.** Offers with advance payment terms are liable to be ignored / will be loaded suitably.

***As per Clause no. 12 (Payment Authority and Payment Terms), sub clause (i) (FOR GOODS) under General terms and Conditions of GeM 3.0 (V1.9) which is as follows:***

***"In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC."***

Bidders may provide the following details in their quotations:-

- a) Name of the Bank, Branch's Name and address and Branch Code
- b) Account Number and Type
- c) RTGS/IFSC/MICR Code of the Bank

Our Bankers: **State Bank of India, NFL Vijaipur Branch (Code: 30282), NFL Township, Vijaipur – 473111, Dist: Guna (MP)**

#### **5.0 Delivery Period**

Bidders shall indicate the shortest and firm delivery period for the supply of material from the date of issue of Purchase Order.

Tenderers may note that in case of delayed delivery beyond the stipulated delivery even though normal extension of completion time is allowed by NFL, all extra costs on account of changes of statutory regulations/Acts, or increase in price on any other account including price, if any, shall not apply to the Purchase Order Price and shall be borne by the Supplier.

#### **6.0 Destination for booking:**

**6.01 For Foreign Vendors: **NOT APPLICABLE****

- a. By Air - IGI Airport, New Delhi, India
- b. By Sea - Mumbai/Nhava Sheva/JNPT Seaports, Mumbai, India

**6.02 For Indian Vendors:**

- a. By Road: - DOOR DELIVERY AT NFL VIJAIPUR SITE
- b. Consignee: - STORES INCHARGE, MATERIALS DEPARTMENT  
NATIONAL FERTILIZERS LIMITED, VIJAIPUR  
DIST. GUNA (MP), PIN: 473111

#### **7.0 Variation in Weighment**

- 7.01** Weighment at weighbridge of NFL will be final and binding on the supplier.
- 7.02** Weigh-bridge tolerance for shortage observed in weight up to 0.5% will be allowed. No recovery shall be affected for shortage limited to the above.
- 7.03** In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.

#### **8.0 Inspection of Material**

The material will be inspected at NFL Stores, Vijaipur only after receipt and its report shall be final and binding.

#### **9.0 Acceptance/Rejection of Material:**

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

and storage charges, along with any other charges as applicable, will be recoverable from the supplier.

**10.0 Clear understanding:**

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

**11.0 Representation:**

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.

**12.0 Relationship:**

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

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

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

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

**12.02** It shall be certified by the tenderer that:-

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

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

**13.0 Debarment of Tenderers on making baseless complaints**

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

**14.0 Award of Contract:**

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

**15.0 Subletting of Contract:**

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

**16.0 Compliance with Statutory Requirements**

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

#### **17.0 Indemnity**

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

#### **18.0 Compliance with Central/State Laws**

The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.

#### **19.0 Laws Governing Purchase Order**

The purchase order shall be governed by the Laws of Union of India for the time being in force.

#### **20.0 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.

#### **21.0 Patent Rights**

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

#### **22.0 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 Guna courts in the Guna district in the State of Madhya Pradesh, India.

#### **23.0 Purchase Preference Benefit**

##### **23.01 Under Make in India scheme**

**23.01.1** Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No: P-45021/2/2017-BE-II dated 15th June 2017 of DIPP and subsequent orders issued shall be applicable in this tender. Bidders seeking benefits under preference to Make In India (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 as per latest amendment. The salient features are as under:

- a. Minimum local content: - The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%.
- b. For 'Class-II local supplier', the local content requirement is minimum 20%.
- c. Margin of Purchase Preference: - The margin of purchase preference shall be 20%.

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

Bidders have to submit the duly filled, stamped and signed form enclosed at **Annexure-IV: Self-Certification Form: Make In India (Local Content)** alongwith the bid.

##### **23.02 Relaxation for MSEs and Startups:**

As per **Policy Circular No. 1(2)(1)/2016-MA Dtd.10.03.2016 of Additional Secretary & Development Commissioner-MSME, Ministry of MSME, GOI ;OM No. F-20/2/2014-PPD-(Pt.) Dtd.25.07.2016 of Under Secretary to GOI, Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI and OM No. F.20/2/2014/PPD-(Pt.) Dtd.20.09.2016 of Under Secretary (PPD), Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI** ; NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications.

To avail such relaxation, bidder shall have to submit the relevant certificate issued by concerned authority. In case you are registered as MICRO, SMALL Enterprise (MSEs) under 'The Micro, Small & Medium Enterprises

Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category of registration in your Offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME. The Micro & Small Enterprises (MSEs) shall be entitled for the benefits under the Public Procurement Policy for Micro & Small Enterprises subject to the terms and conditions indicated in Attachment attached herewith.

It shall also be confirmed by the Bidders if the MSEs owned by SC/ST Entrepreneurs and in that case submit a copy of documentary proof issued by concerned authorities.

In case no information is given by you, it will be presumed that you are not covered by the MSMED Act and consequently not eligible to the benefits admissible under the Act.

- 23.03** In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
- 23.04** Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
- 23.05** In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security/EMD, if any, shall continue to be available to MSE Bidders.
- 23.06** In case a MSE bidder wants to avail the purchase preference, the bidder must be a manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for MSEs. In respect of bid for services; the bidder must be the Service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

**24.0 Model Clause regarding Restrictions on Public Procurement from certain countries**

With reference to **OM No. 6/18/2019-PPD Dated 23.07.2020 amending Rule 144(xi) in the GFRs, 2017; Order (Public Procurement No. 1) Dt. 23.07.2020 Restricting bidders from certain countries under Rule 144 (xi) of GFRs, 2017; Order (Public Procurement No. 2) Dt. 23.07.2020 providing Exclusion from the restriction; and; Order (Public Procurement No. 3) Dt. 24.07.2020 providing Clarification to Order (Public Procurement No. 1);** any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annex I of Order (Public Procurement No. 1) dated 23.07.2020.

The definition regarding "Bidder"; "Bidder from a country which shares a land border with India"; "Beneficial Owner" etc. shall be as per the Definitions clauses at slno. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020.

Bidders are required to go through them thoroughly and strictly adhere to the provisions contained in the OM & Orders and submit the duly filled, stamped and signed form enclosed at **Annexure-V: Model Clause Certificate: Public Procurement** detailed therein along with the bid documents.

\*\*\*\*End of STC\*\*\*\*





नेशनल फर्टिलाइजर्स ल मटेड

(भारत सरकार का उपक्रम)

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**NATIONAL FERTILIZERS LIMITED**  
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Website: [www.nationalfertilizers.com](http://www.nationalfertilizers.com)

## **TECHNICAL SPECIFICATIONS (TS) of** **Contract**

कॉरपोरेट कार्यालय: ए-11 सेक्टर-24, नोएडा-201301 (उ.प्र), दूरभाष: 0120-2412294/2412445, फैक्स: 0120-2412397

Corporate Office: A-11, Sector – 24, NOIDA – 201301 (U.P.), Tel: 0120 – 2412294 / 2412445, Fax: 0120 - 2412397

पंजीकृत कार्यालय: स्कोप कॉम्प्लेक्स, कोर III, 7, इंस्टीट्यूशनल एरिया, लोधी रोड नई दिल्ली - 110003, दूरभाष: 24360066, फैक्स: 24361553

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CIN No. L74899DL1974GOI007417 Website: <http://www.nationalfertilizers.com> Facebook: @nationalfertilizers



**TECHNICAL SPECIFICATIONS**

**1.0 Schedule of Rates (SOR) and Special Notes**

S.No.	Item Code	Item Description	Item Quantity	UOM
1	672031020	SS round bar conforming to AISI 304, size: 20 mm dia random length: 3-5 meter	50	KG
2	672031030	SS round bar conforming to AISI 304, size: 30 mm dia random length: 3-5 meter	113	KG
3	672031040	SS round bar conforming to AISI 304, size: 40 mm dia random length: 3-5 meter	200	KG
4	672031050	SS round bar conforming to AISI 304, size: 50 mm dia random length: 3-5 meter	314	KG
5	672031060	SS round bar conforming to AISI 304, size: 60 mm dia random length: 3-5 meter	452	KG
6	672031075	SS round bar conforming to AISI 304, size: 75 mm dia random length: 3-5 meter	525	KG
7	672031080	SS round bar conforming to AISI 304, size: 80 mm dia random length: 3-5 meter	402	KG
8	672031100	SS round bar conforming to AISI 304, size: 100 mm dia random length: 3-5 meter	314	KG
9	672033020	SS Round Bar Conforming TO AISI 316 L, SIZE:20 MM DIA. Random Length:3-6 Meter.	45	KG
10	672033025	SS Round Bar Conforming TO AISI 316 L, SIZE:25 MM DIA. Random Length:3-6 Meter.	96	KG
11	672033030	SS Round Bar Conforming TO AISI 316 L, SIZE:30 MM DIA. Random Length:3-6 Meter.	135	KG
12	672033035	SS Round Bar Conforming TO AISI 316 L, SIZE:35 MM DIA. Random Length:3-6 Meter.	185	KG
13	672033040	SS Round Bar Conforming TO AISI 316 L, SIZE:40 MM DIA. Random Length:3-6 Meter.	240	KG
14	672033050	SS Round Bar Conforming TO AISI 316 L, SIZE:50 MM DIA. Random Length:3-6 Meter.	375	KG
15	672033060	SS Round Bar Conforming TO AISI 316 L, SIZE:60 MM DIA. Random Length:3-6 Meter.	403	KG
16	672033065	SS Round Bar Conforming TO AISI 316 L, SIZE:65 MM DIA. Random Length:3-6 Meter.	473	KG
17	672033075	SS Round Bar Conforming TO AISI 316 L, SIZE:75 MM DIA. Random Length:3-6 Meter.	630	KG
18	672033080	SS Round Bar Conforming TO AISI 316 L, SIZE:80 MM DIA. Random Length:3-6 Meter.	478	KG
19	672033085	SS Round Bar Conforming TO AISI 316 L, SIZE:85 MM DIA. Random Length:3-6 Meter.	540	KG
20	672033090	SS Round Bar Conforming TO AISI 316 L, SIZE:90 MM DIA. Random Length:3-6 Meter.	604	KG
21	672033100	SS Round Bar Conforming TO AISI 316 L, SIZE:100 MM DIA. Random Length:3-6 Meter.	746	KG
22	672041020	SS Round Bar Conforming To AISI 410, Size: 20 MM Dia, Random Length Of 3-5 Meter.	50	KG
23	672041030	SS Round Bar Conforming To AISI 410, Size: 30 MM Dia, Random Length Of 3-5 Meter.	140	KG
24	672041040	SS Round Bar Conforming To AISI 410, Size: 40 MM Dia, Random Length Of 3-5 Meter.	250	KG
25	672041050	SS Round Bar Conforming To AISI 410, Size: 50 MM Dia, Random Length Of 3-5 Meter.	380	KG
26	672041060	SS Round Bar Conforming To AISI 410, Size: 60 MM Dia, Random Length Of 3-5 Meter.	445	KG
27	672041065	SS Round Bar Conforming To AISI 410, Size: 65 MM Dia, Random Length Of 3-5 Meter.	520	KG
28	672041075	SS Round Bar Conforming To AISI 410, Size: 75 MM Dia, Random Length Of 3-5 Meter.	692	KG
29	672041080	SS Round Bar Conforming To AISI 410, Size: 80 MM Dia, Random Length Of 3-5 Meter.	590	KG
30	672041100	SS Round Bar Conforming To AISI 410, Size: 100 MM Dia, Random Length Of 3-5 Meter.	923	KG

**1.01 Special Notes:-**

- 1.01.1** Bidders have to upload the duly filled, signed and stamped copy of the online template for confirmation of Techno-commercial points alongwith the bid (Refer: **Online Template for confirmation on Techno-Commercial Points** ). Failure to do so will lead to rejection of your bids.
- 1.01.2** Bidders must confirm that materials shall be supplied in following conditions in case of placement of PO:
- Material shall be straight and free from any surface defects.
  - Material shall be Ultrasonically Tested. **Please note charges for the same shall be inclusive of all taxes/charges and shall be quoted in the price bid.**
  - Properly packed to avoid any damage during transit.
- 1.01.3** Kindly confirm to supply the following documents alongwith the material:
- Material test Certificate for Physical Properties and Chemical Composition from a Government approved Test Laboratory along with the material
  - UT test report
  - The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. In case the material fails during guarantee period due to defective material or

bad workmanship, you will have to replace/rectify the same free of cost. The guarantee certificate should indicate our order number and your invoice number. Guarantee Certificate shall be submitted along with despatch documents

\*\*\*\*End of SOR\*\*\*\*



**TECHNICAL SPECIFICATIONS...(CONTD.)**

**2.0 Online Template for confirmation on Techno-Commercial Points**

S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
1	Offer reference no. and date	Bidder must mention the reference no. of their offer and date. This shall be mentioned in every communication with the bidder for the tender.	
2	<b>Details which shall be required for the tender and to be mentioned in the Purchase Order in case of Placement of PO</b>	<b>Name of the Firm which shall be mentioned in the Purchase Order in case of placement of PO</b> <b>Address of the Firm which shall be mentioned in the Purchase Order or any further communication</b> <b>Contact Details (Name, email address and Mobile Number of the Concerned Official to whom contact shall be made during the currency of the tender as well as PO)</b>	
3	Item Description	As per S.No. 1 of TS: Schedule of Rates (SOR) and Special Notes	
4	Quantity Required	As per S.No. 1 of TS: Schedule of Rates (SOR) and Special Notes	
5	Earnest Money Deposit (EMD) Rs.50,000/- (Rupees Fifty Thousand Only)	EMD of Rs.50,000/- (Rupees Fifty Thousand Only) or equivalent amount in USD (as per prevailing exchange rate at the time of submission of bid), to be furnished in the manner as explained in Clause No.1.0 of STC. Bidders shall indicate the details of DD/BG here. (Scanned copy of DD/BG to be uploaded).	
6	Type of Deposit: SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE	Successful Tenderer will have to furnish <b>SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE</b> equivalent to <b>3% of Order Value</b> for the faithful and proper fulfillment of the contract as per Clause No. 2.0 of STC. Tenderers shall confirm their acceptance for the same.	
7	Price Basis for Indian Bidders	Already Mentioned as per GEM GTC	FOR NFL VIJAIPUR BASIS
8	GST (For Indian Bidders)	The rate (%) of GST quoted & considered in Total Price to be mentioned by Vendor	
9	GST Identification Number (For Indian Bidders)	Tenderers shall invariably mention the GST Identification Number allotted to them.	
10	HSN Code	Tenderers shall invariably mention the HSN Code of the offered item	
11	Freight (For Indian Bidders)	If prices tendered are for delivery FOR – Despatching Station, then freight charges should be clearly mentioned in the Price Bid	Freight Prices are inclusive in the rate.
12	Transit Insurance (For Indian Bidders)	The rates should be exclusive of transit insurance from Despatch Station to our warehouse. The goods shall be covered under NFL's Open Marine Policy/NFL Open policy	Transit Insurance is inclusive in the rate.
13	Transit Insurance (For Overseas Bidders)	NFL shall be responsible for the arrangement of transit insurance from the Port of Embarkation to NFL, Vijaipur Stores. The goods shall be covered under NFL's Open Marine Policy. The rates quoted shall be exclusive of transit insurance.	NOT APPLICABLE
14	Payment Term for Indian Bidders	As per Clause no. 12 (Payment Authority and Payment Terms), sub clause (i) (FOR GOODS) under General terms and Conditions of GeM 3.0 (V1.9) which is as follows: "In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC." (Ref. Clause no. 4.0 of STC)	ACCEPTABLE with no Deviation.
15	Delivery Period/Schedule (For Indian Bidders)	<b>To be indicated by the Bidder.</b>	

S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
16	Liquidated Damages for Delay in Supply	As per Clause no. 15 (Extension of Delivery Period and Liquidated Damages) under sub clause (iii) of General terms and Conditions of GeM 3.0 (V1.9) which is as follows: "Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever."	ACCEPTABLE with no Deviation.
17	Packing	Shall be securely packed before dispatch so as to avoid any damage during transit. Please mention Net Weight/Gross Weight/Dimensions and Size of Packages etc. of the item being offered	
18	Mode of Despatch (For Indian Bidders)	By road preferably through TCI/ETO	
19	PAN Number (For Indian Bidders)	Vendors to indicate the PAN Number allotted to their firm/company and upload the scan of the PAN Card	
20	Clear Understanding	When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.	
21	Relationship	It shall be certified by the Tenderers that none of NFL employee is related to Owners/ Directors of their Company/Firm (In case any relative is working in NFL, furnish details separately)	
22	*	It shall be certified by the Tenderers that none of NFL's ex-employee is employed in their Company/Firm (In case any ex-employee of NFL is employed, furnish details separately)	
23	*	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	
24	Debarment of Tenderers	If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/rigging/influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders up to a period of two (2) years.	
25	Blacklisting/Delisting of Bidders previously	It shall be certified by the Tenderers that they have not been delisted/blacklisted by any Institutional Agency/Govt. Department/Public Sector Undertakings for participation in the Tenders and no other Firm/Sister Concern/ Associate belongs to the same group is participating/submitting the tender against this E-Tender	
26	Award of Contract	Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.	
27	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.	
28	Compliance to statutory requirements/laws (for Indian Bidders)	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.	
29	Laws governing Purchase Order	The purchase order shall be governed by the Laws of Union of India for the time being in force.	ACCEPTABLE with no Deviation.
30	Jurisdiction	All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in the Courts located at Guna in the Guna district of Madhya Pradesh State	ACCEPTABLE with no Deviation.

S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
31	Purchase Preference under Make in India	Bidders have to furnish the Self Certification form (Ref <b>Annexure-IV: Self-Certification Form: Make In India (Local Content)</b> ) along with the bid.	
32	Model Clause of Procurement	Bidders have to submit Annexure for Model Clause (Ref <b>Annexure-V: Model Clause Certificate: Public Procurement</b> ) along with the bid.	
33	Acceptance of NIT Terms and Conditions	Vendors will confirm their acceptance to the Terms and Conditions of the GEM GTC and this tender without any deviation.	ACCEPTABLE with no Deviation.
34	Uploading of Other documents	Vendors may upload any other document (if required) and indicate the same.	
35	Any Other Comment / Information /Remarks	No Deviation to the Terms & Conditions of NIT is allowed. Offers with any condition/deviation are liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	ACCEPTABLE with no Deviation.
36	<b>Conditions of supplying of material in case of placement of PO</b>	<b>Bidders must confirm that materials shall be supplied in following conditions in case of placement of PO:</b> a. <b>Material shall be straight and free from any surface defects.</b> b. <b>Material shall be Ultrasonically Tested. Please note charges for the same shall be inclusive of all taxes/charges and shall be quoted in the price bid.</b> c. <b>Properly packed to avoid any damage during transit.</b>	
37	<b>Submission of Documents alongwith the material</b>	<b>Kindly confirm to supply the following documents alongwith the material:</b> a. <b>Material test Certificate for Physical Properties and Chemical Composition from a Government approved Test Laboratory along with the material</b> b. <b>UT TEST REPORT</b> c. <b>The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. In case the material fails during guarantee period due to defective material or bad workmanship, you will have to replace/rectify the same free of cost. The guarantee certificate should indicate our order number and your invoice number. Guarantee Certificate shall be submitted along with despatch documents</b>	
38		Confirm that the rates quoted are same as charged from other PSUs/Govt. Departments.	

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

Upload duly digitally signed Tender Document.

**Signature & Stamp of Tenderer**

**Date:**

\*\*\*\*End of TECHNO-COMMERCIAL Template\*\*\*\*



## नेशनल फर्टिलाइजर्स ल मटेड

(भारत सरकार का उपक्रम)

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## ANNEXURES

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CIN No. L74899DL1974GOI007417 Website: <http://www.nationalfertilizers.com> Facebook: @nationalfertilizers

**Annexure-I: 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 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 Security Deposit 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 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 is limited to Rs. \_\_\_\_\_.
2. This 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 Security Deposit shall become null and void.
3. This 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 Security Deposit 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 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)



**Annexure-II: 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 Performance Bank Guarantee for Rs. \_\_\_\_\_. CONTRACTOR accordingly agrees to furnish the 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 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 Performance Bank Guarantee is limited to Rs. \_\_\_\_\_.
2. This 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 Performance Bank Guarantee shall become null and void.
3. This 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 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 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)

**Annexure-III: SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE**  
***(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)

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

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

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

To  
M/s National Fertilizers Limited,  
Vijaipur-Guna (M.P)-473111

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

Sir,

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

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

The details of the location(s) at which the local value addition made is/are as under:

[Factory Address]

.....  
.....  
.....

For M/s.....

Authorized Signatory  
(with company seal & Name)

## **Annexure-V: Model Clause Certificate: Public Procurement**

Certificate regarding Procurement from a Bidder of a country which shares a land border with India

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

[Tick appropriate option & cut the other one],

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

To  
M/s National Fertilizers Limited,  
Vijaipur-Guna (M.P)-473111

**Sub: Model Clause Certificate of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020**

Sir,

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

We certify that this bidder M/s..... [**Vendor Name & address**] is not from such a country.

**or,**

***However, if any bidder falls in the category of bidders as indicated in the Definitions clause at S.no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020, should submit the certificate as under:***

We hereby certify that M/s..... [**Vendor Name & address**] is from such a country and has been registered with Competent Authority (specified in Annexure- I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt.23.07.2020) and further certify that our firm fulfils all requirements in this regard and is eligible to be considered. ***The evidence of valid registration by the Competent Authority is attached herewith.***

For M/s.....  
Authorized Signatory  
(with company seal & Name)

**Annexure-VI: Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)**

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

In consideration of National Fertilizers Limited (NFL), having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter called as 'NFL' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the, 'the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender No. \_\_\_\_\_ for \_\_\_\_\_ hereinafter called "the said tenderer" of such Bid Security Deposit for the due fulfillment by the said tenderer(s) of the terms and conditions contained in the said tender \_\_\_\_\_ for \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

1. We \_\_\_\_\_, the bank, hereinafter referred to as 'the bank' do hereby undertake to pay to NFL an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us).
  
2. We \_\_\_\_\_, the bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rs \_\_\_\_\_ only).
  
3. We \_\_\_\_\_, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation 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 authorised officer of NFL certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ to include three months claim over and above the period mentioned in the paragraph for the validity of the bank guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.
  
4. We \_\_\_\_\_, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2017

Corporate seal for Bank

## **Annexure-VII: Indemnity Bond**

**(On non-Judicial Stamp Paper)**

THIS DEED OF INDEMNITY made between M/s .....having its registered office at and place of business at..... The Contractor, which expression shall include its successor and assigns of the one part and M/s National Fertilizers Limited, a company incorporated under the Indian Companies Act and having its registered Office at SCOPE Complex, Core-III, Institutional Area, Lodhi Road, New Delhi (hereinunder called 'the purchaser') which expression shall include its successors and assigns of the other part.

WHEREAS the Purchaser has placed a Purchase Order No.....on the Contractor for and whereas one of the conditions of the said Contract, is that the Purchaser will supply to the contractor free issue Material for As specified in the said Contract for the purpose of .....and WHEREAS the Purchaser has agreed to send the said Free issue Material in the terms of the said Contract upon the terms that the Contractor should enter into covenants hereinafter contained.

### **NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. In pursuance of the said agreement and in consideration of the promises the Contractor hereby permits and acknowledges that the Contractor holds and shall always hold the said Free Issue Materials (which will from time to time be sent by the Purchaser to the Contractor) under the said contract, in trust for to the order of and on account of the Purchaser.
2. The Contractor hereby assume full responsibilities for the said Free Issue Materials shall keep the said Free Issue Materials free of charge to the Purchaser in the safe place and in good condition.
3. The Contractor hereby agrees to indemnify and keep the Purchaser indemnified at all times hereafter against all claims, demands, proceedings, losses, damages, costs charges and expenses which may be or brought against the purchaser of which the Purchaser may suffer or incur by reason of any loss or damage to the Contractor or its employees caused by the default or negligence of the Contractor or its employees or agent and/or by reasons of breach by the Contractor or its covenants obtained in clause 1 and/or clause 2 hereof.
4. The Contractor hereby admits that the Purchaser shall have a first lien or charge for any amount due to the Purchaser from the Contractor hereunder on any amount which may be due from the Purchaser to the Contractor under the said contract.
5. The said contract shall constitute and form an integral part of these presents provided that nothing herein contained shall effect the right of the Purchaser under the said contract.
6. NOTWITHSTANDING anything stated herein above, Contractor's liabilities under this Guarantee are restricted to Rs.....(Rs..... only) and it will remain in force till.....unless an action to enforce claim under the guarantee is filed against Contractor before the aforesaid date all Purchaser's rights under the said guarantee shall be forfeited and Contractor shall be relieved and discharged from all the liabilities there under.

Date.....

## **Annexure-VIII: INTEGRITY PACT**

(To be executed on plain paper and submitted along with Technical Bid/Tender.  
To be signed by the Bidder and NFL.)

National Fertilizers Limited (NFL) hereinafter referred to as "The Principal"  
AND

\_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor"

### **PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract/s for **Procurement of SS ROUND BARS**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

### **Section 1 – Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
  - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

#### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5: Previous Transgression**

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

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

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

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

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

#### **Section 8: Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.
8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

#### **Section 9: Pact Duration**

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

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



**Section 10: Other Provisions**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

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

Witness 1 :  
(Name & Address)

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Witness 2 :  
(Name & Address)

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\_\_\_\_\_  
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Witness 1 :  
(Name & Address)

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\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :  
(Name & Address)

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