



REQUEST FOR PROPOSAL (RFP)

FOR
ENTERING INTO
LONG TERM AGREEMENT / MoU
WITH MANUFACTURERS
FOR SUPPLY OF LIQUID AMMONIA
TO NFL NANGAL UNIT

Document for inviting Request for Proposal (RFP)

E-tender ID: 2022_NFL_128839_1

National Fertilizers Limited, A-11, Sector-24, Noida-201301
District :- Gautam Buddha Nagar, Uttar Pradesh, INDIA

TERMS OF REFERENCE(TOR) FOR ENTERING INTO PURCHASE AGREEMENT WITH MANUFACTURERS FOR SUPPLY OF 30,000 MT/YEAR of LIQUID AMMONIA TO NFL NANGAL ON FOR DESTINATION BASIS

Introduction:

A. About National Fertilizers Limited (NFL)

National Fertilizers Limited, a Public Sector Undertaking under Ministry of Chemicals and Fertilizer, is the second largest producer of nitrogenous fertilizers (Urea) in the country having capacity of 35.68 LMT per annum from five units located in different parts of the country namely Nangal and Bathinda in Punjab, Panipat in Haryana and Vijaipur in Madhya Pradesh. Besides the above, NFL is producing Bentonite Sulphur, various strains of bio-fertilizers and industrial products like Nitric Acid, ammonium nitrate, sodium nitrite and sodium nitrate. NFL has recently expanded its horizon to include seed processing, trading of other type of fertilizers, insecticides, pesticides etc. NFL is also engaged in import and marketing of various Agro-products in the country. All the products are marketed through Dealer's network across the country. The Company has a turnover of more than Rs.12,000 Crore.

Under the "Make in India" initiative of Government of India and with an aim to promote domestic manufacturing of critical products, NFL is desirous to increase its manufacturing capacity of Nitric Acid for further production of Ammonium Nitrate (Melt) at Nangal Unit.

B. TERM OF REFERENCE

Through these Terms of Reference (TOR), NFL is inviting manufacturers to enter into agreement/ MoU for supply of Ammonia. For participation in Request for Proposal (RFP) are categorized into two parts:

Sr.	Description	Details															
1.	Request for proposal (RFP):	<p>The Request for Proposal shall be submitted in two parts:</p> <p>Part-I Bidders shall upload the documents as per the checklist at Annexure-I. The eligibility criteria of this RFP is as under:</p> <table border="1" data-bbox="459 1144 1485 2043"> <thead> <tr> <th data-bbox="459 1144 548 1207">S. No.</th> <th data-bbox="548 1144 963 1207">Eligibility Criteria</th> <th data-bbox="963 1144 1485 1207">Documents Required</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 1207 548 1308">i</td> <td data-bbox="548 1207 963 1308">Acceptance all terms and conditions of RFP.</td> <td data-bbox="963 1207 1485 1308">Signed and stamped copies of ToR and terms and conditions (TC) along with annexures.</td> </tr> <tr> <td data-bbox="459 1308 548 1696">ii</td> <td data-bbox="548 1308 963 1696">The bidder should be a Manufacturer having an annual production capacity of more than 12,000MT or an authorized dealer of manufacturer of Liquid Ammonia.</td> <td data-bbox="963 1308 1485 1696">Manufacturer shall submit self-certification on their letter head that they are manufacturer of Ammonia and having an annual production capacity of more than 12,000MT. In case the manufacturer want to quote through their authorized dealer / distributor then authorization certificate / comfort letter from the manufacturer is required in addition to manufacturer's certificate.</td> </tr> <tr> <td data-bbox="459 1696 548 1917">iii</td> <td data-bbox="548 1696 963 1917">Manufacturer should have supplied at least 5000 MT of Ammonia during the financial year 2021-22.</td> <td data-bbox="963 1696 1485 1917">Self-attested Copies of fully executed orders and completion certificates from reputed customers. In case performance certificate is not available, self-certification on letter head along with contact details of customer from which the details can be verified.</td> </tr> <tr> <td data-bbox="459 1917 548 2043">iv</td> <td data-bbox="548 1917 963 2043">Bidders should have average turnover of more than Rs. 93 Crs. in last three financial year ending 31.03.2022 along with</td> <td data-bbox="963 1917 1485 2043">Audited Balance Sheets and P&L accounts of 2019-20, 2020-21 & 2021-22. In case, audited balance sheet / P&L account of 2021-22 is not available, turnover and net</td> </tr> </tbody> </table>	S. No.	Eligibility Criteria	Documents Required	i	Acceptance all terms and conditions of RFP.	Signed and stamped copies of ToR and terms and conditions (TC) along with annexures.	ii	The bidder should be a Manufacturer having an annual production capacity of more than 12,000MT or an authorized dealer of manufacturer of Liquid Ammonia.	Manufacturer shall submit self-certification on their letter head that they are manufacturer of Ammonia and having an annual production capacity of more than 12,000MT. In case the manufacturer want to quote through their authorized dealer / distributor then authorization certificate / comfort letter from the manufacturer is required in addition to manufacturer's certificate.	iii	Manufacturer should have supplied at least 5000 MT of Ammonia during the financial year 2021-22.	Self-attested Copies of fully executed orders and completion certificates from reputed customers. In case performance certificate is not available, self-certification on letter head along with contact details of customer from which the details can be verified.	iv	Bidders should have average turnover of more than Rs. 93 Crs. in last three financial year ending 31.03.2022 along with	Audited Balance Sheets and P&L accounts of 2019-20, 2020-21 & 2021-22. In case, audited balance sheet / P&L account of 2021-22 is not available, turnover and net
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		positive net-worth as on 31 st Mar,2022.	worth certificate duly certified by C.A. with UDIN to be submitted.
<p>Part-II Bidders shall be required to submit Bids in Annexure-II. Part-II shall be opened only for those who have submitted the requisite documents for meeting eligibility criteria and their proposal is considered acceptable. Evaluation of bids shall be made as per Annexure-I and other statutory documents.</p>			

C. The mode for submission of ToR

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1	Website	<p>The ToR is available on website https://etenders.gov.in/eprocure/app from where the bidders will be able to download the documents free of cost for participation in the ToR and submit their proposals online. The proposal submission, closing and opening will be done electronically and online. Please refer https://etenders.gov.in/eprocure/app for System requirement, Browser configuration, procedures etc. It is presumed that accordingly, you can submit your proposals as per the requirements of the system. However, in case of any help / clarification, you may contact any one of the following:</p> <p>a) <u>M/s National Fertilizers Limited-Noida</u></p> <table border="1"> <tr> <td>Mr. Yogesh Kumar GM (Materials) NFL, Corporate Office, A-11, Sector-24, Noida-201301 Ph. 0120-2412294 Extn:3621 e-mail: yogeshkumar@nfl.co.in</td> <td>Mr. Dibyendu Pal Mgr. (Materials) National Fertilizers Limited, Noida Ph. 0120-2412294 Extn:1415 Mob. 9914189540 Fax : 120-2412397 E.Mail : dibyendu@nfl.co.in</td> </tr> </table> <p>b) Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.</p>	Mr. Yogesh Kumar GM (Materials) NFL, Corporate Office, A-11, Sector-24, Noida-201301 Ph. 0120-2412294 Extn:3621 e-mail: yogeshkumar@nfl.co.in	Mr. Dibyendu Pal Mgr. (Materials) National Fertilizers Limited, Noida Ph. 0120-2412294 Extn:1415 Mob. 9914189540 Fax : 120-2412397 E.Mail : dibyendu@nfl.co.in																						
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2	Bidder's responsibility	<p>All the bidders participating in the online process have to abide by the process involved in the entire workflow. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. NFL shall not be responsible for any mistake made by the bidder at the time of bid process. In case any bidder submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified / rejected. The remaining process shall be completed considering the other valid bids. This shall however, be without any prejudice NFL's rights to debar / de-list (<i>vendors who submit invalid bids</i>) from future tenders. Such action, if any, shall be taken at the sole option of NFL.</p> <p>It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person.</p>																								
3	Schedule	<p>Schedule for ToR is:</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Tender Stage</th> <th>Date & Time</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Document Publishing Date</td> <td>15.09.2022, 10:00 AM</td> </tr> <tr> <td>2</td> <td>Document Download Start</td> <td>15.09.2022, 10:00 AM</td> </tr> <tr> <td>3</td> <td>Pre-bid meeting Date</td> <td>23.09.2022, 10:00 AM</td> </tr> <tr> <td>4</td> <td>Document Download End</td> <td>04.10.2022, 10:00 AM</td> </tr> <tr> <td>5</td> <td>Due/ Submission of Tender Date</td> <td>04.10.2022, 10:00 AM</td> </tr> <tr> <td>6</td> <td>Techno-Commercial Bid Opening</td> <td>06.10.2022, 12:00 PM</td> </tr> <tr> <td>7</td> <td>Price Bid Opening</td> <td>Techno-commercially acceptable bidders shall be notified separately</td> </tr> </tbody> </table>	Sr. No.	Tender Stage	Date & Time	1	Document Publishing Date	15.09.2022, 10:00 AM	2	Document Download Start	15.09.2022, 10:00 AM	3	Pre-bid meeting Date	23.09.2022, 10:00 AM	4	Document Download End	04.10.2022, 10:00 AM	5	Due/ Submission of Tender Date	04.10.2022, 10:00 AM	6	Techno-Commercial Bid Opening	06.10.2022, 12:00 PM	7	Price Bid Opening	Techno-commercially acceptable bidders shall be notified separately
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		<p>Note: After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended /amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is pre-poned / amended.</p>
4	REGISTRATION AT CPP Portal	<p>1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://etenders.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.</p> <p>2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.</p> <p>5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.</p> <p>6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p>
5	SEARCHING FOR TENDER DOCUMENTS AT CPP Portal	<p>1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Agreement / MOU, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.</p> <p>2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.</p> <p>3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.</p>
6	PREPARATION OF BIDS AT CPP Portal	<p>1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.</p> <p>2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</p> <p>4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.</p> <p>Note: My Documents space is only a repository given to the Bidders to ease the</p>

		uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
7	SUBMISSION OF BIDS AT CPP Portal	<p>1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.</p> <p>2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.</p> <p>3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p>4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.</p> <p>5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.</p> <p>6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.</p> <p>8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.</p> <p>9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.</p> <p>10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p>
8	Pre-Bid Meeting	<p>a) The bidders authorized representatives are invited to attend the pre-bid meeting at their own cost which would take place as per schedule at NFL, CO, Noida office.</p> <p>b) The purpose of the meeting would be to clarify queries on any matter related to the RFP.</p> <p>c) The bidders are requested to submit any query against this RFP through email at dibyendu@nfl.co.in/ yogeshkumar@nfl.co.in before the pre-bid meeting date. Any queries received after the pre-bid meeting will not be entertained.</p> <p>d) Only authorized representatives (maximum two persons) of the bidders will be allowed to participate in the pre-bid meeting.</p>

		e) Not attending the pre-bid meeting will not be a cause for disqualification.
9	Bid Opening	The bids will be opened electronically by NFL from Noida office. The submission of bids shall be done by bidders from their office or from place of their choice. However bids cannot be submitted after the bid submission due date & time as per the schedule. Annexure-II of all the bidders who are acceptable as per Annexure-I shall be opened electronically.
10	Lowest Bidder	NFL reserves the right to negotiate with lowest bidder at its sole option. In such case, the negotiations shall be held with lowest bidder only at NFL's Noida office and NFL shall give prior intimation to such bidder.
11	Acceptance	NFL reserves the right to reject or accept any tender without giving any reason.

D. The terms and conditions for entering into long term Agreement / MOU for supply of Ammonia are as detailed below

Sr	Description	Details
1.	National Fertilizers Limited	The term "NFL" shall mean National Fertilizers Limited (CINL74899DL1974GOI007417) having its Registered Office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003, and its corporate office at A-11, Sector-24, Noida-201301, Uttar Pradesh, India and shall be deemed to include their successors and / or assignees, and shall include the Administrative and Executive Officers authorized to deal with matters relating to the agreement / MOU.
2.	Definitions	<p>a. The term "AGREEMENT / MOU" shall mean and include the Terms of Reference(TOR), Letter of Intent(LOI)/Memorandum of Understanding (MOU) in part or full, Special & General Terms & Conditions, directions and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations, if any, or any other authorized agreement / MOU documents and those general and special conditions that may be added subsequently.</p> <p>b. The term "SUPPLIER" shall mean the person(s) firm, or company with whom a AGREEMENT / MOU has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.</p> <p>c. The term Participating Trader / Bidder shall mean the person(s), firm or company, who submits Request for Proposal(RFP) duly signed in response to this TOR issued by NFL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.</p> <p>d. The term "PRODUCT" shall mean 'Ammonia' and the term "SPECIFICATION" shall mean the quality of the product as specified in Point 3.</p> <p>e. Should NFL relinquish ownership of the business, whether by sale, cessation, fusion or any other cause, outstanding quantities remaining to be delivered under this agreement / MOU, shall ipso facto be taken by or transferred to new owners or successors. Nevertheless, tenderer reserves the right in this event to cancel such quantities: the cancellation not giving rise to any right to indemnify</p>
3.	Specifications	<p>a. Purity of Ammonia (Minimum) : 99.8%(by Wt.)</p> <p>b. Oil content in Ammonia (Maximum) : 5 ppm (by Wt.)</p> <p>c. Moisture in Ammonia (Maximum) : 0.2% (by Wt.)</p>
4.	Long term agreement / MOU period and Extension Of Term	This agreement / MOU shall continue in effect for One Year from the date of signing of agreement Either Party may, by written Notice given not later than 3 (Three) months prior to expiry of term, notify the other Party that it wishes to extend the term of this Purchase Agreement / MOU. Should the parties mutually agree, the Purchase Agreement / MOU shall be extended for another one year <i>on the same terms and conditions.</i>
5.	Approximate Total Quantity	The approximate Total Quantity for the year is 30,000 MT Ammonia. The participating bidders can offer any quantity but offered quantity should not be less than 12,000MT. Allocation of quantity among eligible participating bidders will be done by NFL at its sole discretion, subject to maximum quantity of 18,000MT per manufacturer. However, in case, the total quantity under MoU

		<p>does not get covered by allocating 18,000 MT per bidder, then NFL at its sole option can allocate more quantity to eligible bidders based on their hierarchy & quantity offered.</p> <p>NFL does not guarantee off-take of any minimum quantity against this agreement / MOU.</p>
6.	Dividing the quantities between Bidders	<p>Since, Ammonia is a vital input required for maintaining production in uninterrupted manner/without causing any constraints, NFL shall have sole and unfettered discretion to divide the quantity for agreement on multiple suppliers, which will be distributed amongst the bidders in a just manner. The quantity may be distributed in 60%: 40% ratio between lowest (LI) and next lowest bidder (LII) in case LII bidder agrees to match the LI landed price. In case LII bidder doesn't match the price, the option of matching landed cost will be given to LIII, LIV,...bidders for award of 40% quantity. In case all the other parties regret to match the LI price, the balance 40% will also be awarded to the LI party.</p> <p>Note: The rate for matching purpose shall also be the landed (FOR Destination) rate.</p>
7.	Tentative shipment schedule	<p>The tentative monthly requirement is 3000MT. The supply of material shall in staggered manner against Purchase Order(s) issued by NFL, Nangal Unit on monthly basis.</p>
8.	Rates	<p>The rate shall be quoted on delivered basis i.e. on F.O.R. NFL Nangal basis, with break-up of rates, as per Annexure-II. For executing supplies, POs will be issued as per NFL's requirement by Nangal Unit. The price of Ammonia and Transportation for each POs will be worked out on the basis of formula given at clause no. 9 below.</p>
9.	Purchase Price	<p>a) Ammonia Price: Price as defined as agreement / MOU price as on date of signing of agreement will be applicable. Subsequently, prices will be fixed on the date of placement of P.O as per formula.</p> <p>b) Order Price Fixation Formula for Ammonia:</p> <p style="text-align: center;">Ammonia Order Price in ₹/ MT (P) = A + (Y x 0.35) + C (GST shall be paid extra on P).</p> <p>Where,</p> <p>i) $A = 33.5 \times B$ The factor 33.5 in 'A' is worked out to as $\frac{7.6 \times 1.11}{0.252}$</p> <p><i>7.6 is the energy for Ammonia in Gcal/MT, 1.11 is the conversion factor of GCV to NCV and 0.252 is the conversion factor from ₹/MMBTU to ₹/Gcal.</i></p> <p>ii) B = Latest available final gas pool price (LAFGPP) (₹ per MMBTU on GCV basis) notified by GAIL for deriving PO price of Ammonia against this agreement/MOU.</p> <p>iii) $Y = (\text{Bulk CFR India} - A)$</p> <p>iv) C = Constant to be quoted by the bidder (₹ per MT) and shall remain constant for the entire agreement period.</p> <p>v) Bulk CFR, India Prices in PMT of Ammonia calculated based on the average of averages of prices published in the three magazines (Argus, Ferticon, CRU) for the last week of the relevant month pertaining to the latest available final pool price notified by GAIL. Exchange rate of the last day of the relevant week will be applicable as notified by Financial Benchmarks India Pvt. Ltd. (FBIL).</p> <p>vii) If 'Y' is negative, value of 'Y' shall be considered as zero.</p> <p>viii) In the event, the gas pooling mechanism for Urea industry as per MOPNG notification dated 20.05.20215 is withdrawn; the said formula will not remain valid.</p> <p>Note: For quoting and evaluation against this RFP, the following figures are to be considered:</p> <p>i) Gas Price (B in formula) = ₹1720.4 /MMBTU i.e., final gas pool price of June 2022 on GCV basis.</p> <p>ii) Bulk CFR, India Prices in PMT = ₹75,587.06 PMT (average of averages of prices published in Argus, Ferticon, CRU as on 30.06.2022) and considering exchange rate of ₹78.9421 per USD as per FBIL as on 30.06.22.</p>

		<p>c) Transportation Cost: Price to be quoted by the bidder (F) on which GST shall be paid extra. For quoting against this RFP, Diesel price at Nangal = Rs. 98.44 / Lt as on 30.06.2022 is to be considered.</p> <p>d) Escalation/De-escalation Formula for Transportation:</p> <p>(i) Escalation/de-escalation shall be calculated on the basis of diesel prices applicable on the date of issue of individual Purchase Order subject to provision of clause c (ii) below. It shall be used proportionately for the Tankers as per their carrying capacity. No escalation / de-escalation adjustments will be considered for lubricants or other fuel. The FOR Nangal rates (per MT) quoted by bidders shall be firm during the entire period of the agreement / MOU, however, for calculating the escalation/de-escalation on account of variation in diesel price bidders are required to quote to & fro distance from their works to NFL Unit Nangal.</p> <p>(ii) The reference diesel rate shall be ₹89.44 per litre prevailing at IOCL petrol Pump at Nangal as on 30.06.2022. The escalation/de-escalation of rates will apply only for Purchase orders issued within the agreement period and if the diesel price differential is more than ₹1 per litre from the reference rate, in that case entire escalation/ de-escalation rates will be considered. Increase or decrease in the price of diesel will be adjusted on the basis of one litre equal to 4KM/15MT. The escalation/de-escalation will be calculated as under:</p> <p style="text-align: center;">(Change in diesel price) x (To & Fro distance up to Nangal from works of supplier)</p> <p>Escalation/de-escalation per MT = ----- (4 x 15)</p> <p>Note: The escalation/de-escalation of freight rates will apply only for Purchase order issued within the agreement period. In case of reduction of prices of diesel announced by Govt. of India after the scheduled date of completion of supplies against a particular PO is over, NFL will have the right to pay to the suppliers on the de-escalated price for the un-discharged quantities against the Purchase Orders. For this purpose, the lowest freight price based on the de-escalated diesel price applicable after scheduled date of completion till date of actual supplies of a particular tanker shall be considered and the PO rate or the above de-escalated rate whichever is lower, shall be payable to supplier for the particular tanker which is delayed.</p> <p>e) Price Basis: FOR NFL, Nangal (TP) i.e. (P + GST) + (F + GST) as mentioned above.</p> <p>f) GST: The bidder / supplier shall provide a proper invoice in the form and manner prescribed under relevant section of GST Act. Bidder / Supplier shall have valid GSTIN / GST, Provisional ID and provide Invoice and all other documentation (such as e-way bill, transportation copy of invoice, etc.) in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relations to payment of GST.</p>
10.	Quality Analysis / Acceptance of Material	The supplier shall submit manufacturer's quality analysis report for each consignment along with supplies at no extra cost. If required/desired by NFL, NFL can carry out the analysis of Ammonia in the Lab of NFL Nangal Unit to verify the purity and shall be acceptable to the supplier.
11.	Shortages of Ammonia received	The quantity of Ammonia loaded shall be taken as delivery at the consignee's premises in the same manner in which it has been delivered to them i.e. if the material has been loaded on weightment basis, delivery at consignee's premises shall be taken on weightment basis and in case material has been loaded from loading point by dip measurement, delivery at the delivery point shall be taken by dip measurement.

		<p>Due to nature of item, NFL will allow total variation of (-) 1.5% in weight which includes 1% variation on account of nature of item & 0.5% on account of weigh-bridge variation at the loading point and at the unloading point.</p> <p>If shortage is up to 1.5% of material, no deduction shall be made. However In case shortage exceeds 1.5% deduction shall be carried out for shortage above 1% of delivered material. Example given below:</p> <p>If Shortage = 1.5 % of material – No deduction</p> <p>If Shortage = 1.8 % of material – Net deduction for 0.8% (i.e. 1.8-1)</p> <p>The rate for deductions will be the landed price/ sale price of Ammonia Plus GST Plus 25% departmental charges of the supplier's running Bills or from security deposit or recovered by NFL otherwise.</p> <p>Freight portion of the payment shall be made only for actual quantity received at NFL site.</p>
12.	LOADING & UNLOADING OF AMMONIA:	<p>Loading of Ammonia will be arranged by the supplier. However, unloading will be arranged by NFL. All closures /taps of the tanker will be sealed by the supplier with serially numbered plastic seals.</p> <p>NFL shall put in our best efforts to unload the material on priority on working days. But in case of delay, we shall not pay any detention charges.</p>
13.	TRANSPORTATION OF AMMONIA	<p>i) TRANSPORTION VIA TANKERS Supplier shall ensure the following while dispatching the material as these are the statutory requirements:</p> <ul style="list-style-type: none"> a) As requested under Rule 134 of CMV RULES 1989, emergency information panel (EIP) in prescribed format should be available at 3 locations i.e. on both sides plus rear side of the tankers. b) Transport emergency cards (Term Cards) should be available with the Drivers of the Tankers as required under the Law. c) As per Rule 9 of CMV, Drivers of the Tankers carrying Hazardous materials should get their licenses endorsed from Licensing Authority after successful completion of training for 3 days. Such endorsements are not available on the licenses of Number of Drivers coming with Tankers, which must be avoided. d) Mufflers/flame arrestor must be provided on the Exhausts of Tankers entering inside the Hazardous areas like our factory. <p>ii) The supplier shall load only permitted load in the tankers as specified in the Motor Vehicle Act and mentioned in the registration certificate of the vehicle.</p> <p>iii) The supplier shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.</p> <p>iv) Road tankers to be used for transportation of Liquid Ammonia should have valid license from PESO (Petroleum and Explosives Safety Organization).</p> <p>v) The supplier shall ensure that the tankers used for transportation of Liquid Ammonia are fully comprehensively insured and are fit to run in all respects duly passed by Motor Vehicle Dept. and comply all statutory requirement prescribed under Safety Act and/or any other law/regulations, whatever be applicable, for the time being in force for safe transportation of Liquid Ammonia.</p> <p>vi) It is the sole responsibility of seller to ensure safe movement of product and</p>

delivery of the same in sound condition to NFL, Nangal Unit. The liability of the seller, driver and transporters) of tanker is not absolved till the tanker is unloaded safely at the consignee's premises.

vii) The supplier is liable to take all precautions in respect of his tankers, men and materials as per safety code. In case of any injury or casualty of driver, cleaner/employees during working hours or outside the seller shall be solely responsible and to pay all the compensation/ex-gratia/aid from his pocket NFL will not be responsible for such compensations at all, nor shall pay/reimburse any cost to seller or his driver/cleaner/ employees. The seller shall be liable to NFL for any act of commission or omission on his part or on the part of his driver/cleaner/ employees thereby causing any loss, damage or inconvenience to NFL.

viii) The supplier shall ensure that the Road Tankers supplied for transportation of Ammonia shall fulfill all the conditions, including mentioned below as a safety measure.

- a) Tanker is free from any physical/technical defects and foreign material.
- b) Personal protective equipment especially Gas Masks are available.
- c) Level Indicator in working conditions in the tanker.
- d) Fire extinguisher foam/DCP is available with the Tanker.
- e) Safety valves are in working order and its Test Report available with the tanker.
- f) All the safety instructions displayed outside of the tanker.
- g) Driver should carry Transport Emergency Card (TREM Card) with them.
- h) Carry valid explosive /compressed gas license for transportation
- i) Comply with all statutory obligations for carriage of toxic explosive/ Hazardous material
- j) Driver, cleaner/ helper, associated with the tanker, should be insured with appropriate insurance policy.

It shall be the sole responsibility of the supplier to ensure the fulfillment of above conditions of the tankers to be used for transportation of ammonia. Supplier shall also ensure that tanker has been used for ammonia services only.

ix) Supplier shall ensure that tankers have compatible coupling for unloading at NFL site.

x) The Supplier shall comply with the NDMA guidelines and General responsibilities of transporter in case of any offsite emergency.

xi) The supplier shall arrange for transit insurance for the product. Supplier shall also arrange for public liability insurance for the material transported by road. Liability arises out of willful or intentional non-compliance of statutory provisions or liabilities arising out of negligence of the driver, willful or intentional non-compliance of any statutory provisions, shall be to supplier's account.

xii) NFL NOT RESPONSIBLE FOR SUPPLIER'S/TRANSPORTER(S) EMPLOYEES

The supplier / transporter may employ such employees as he may think fit, and the employees so employed shall be the employees of the supplier / transporter for all purpose whatsoever and shall not be deemed to be in the employment of NFL for any purpose whatsoever. The supplier / transporter shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever NFL is held liable or responsible in any manner whatsoever for the default or omission on the part of the supplier / transporter in abiding by aforesaid rules, laws and regulations or held liable or responsible to the employees of the supplier / transporter in respect of any matter whatsoever. NFL shall be reimbursed by the supplier / transporter for the same as also any other expenses or costs incurred by NFL on any proceedings or litigations as a result of any claim, demand or act on the part of supplier/transporter NFL shall be

		<p>entitled to claim damages or compensation the supplier / transporter in that event. The RFCL reserves its right to deduct the above stated claims/ expenses etc from the dues of the supplier / transporter whether under this agreement / MOU or any other agreement / MOU or otherwise recovers the same from supplier / transporter.</p> <p>The supplier / transporter is liable to take all precautions in respect of his tankers, men and materials as per safety code. In case of any injury or casualty of supplier / transporter's driver/cleaner/employees during working hours or outside, the supplier / transporter shall be solely responsible and to pay all the compensation/ex-gratia/aid from his pocket. NFL will not be responsible for such compensations at all, nor shall pay/reimburse any cost to the supplier transporter or his driver/cleaner/ employees. The supplier / transporter shall be liable to NFL for any act of commission or omission on his part or on the part of his driver/cleaner/ employees thereby causing any loss, damage or inconvenience to NFL.</p> <p>xiii) Medical Treatment in case of Accident It shall be the responsibility of the supplier / transporter to give medical treatment to his injured staff workman/employee, who has met with an accident arising out of and during the course of employment, in case, the supplier / transporter fails to give medical treatment the company shall do so and shall recover the expenditure on account of medical treatment from the supplier / transporter's bill or from other dues of the supplier / transporter, if any or otherwise recover the same from the supplier.</p>												
14.	<p>Earnest Money Deposit (EMD)</p>	<p>a) Bidder must submit ₹1,00,000/- (Rupees One Lakh Only) toward Earnest Money through bank transfer. The earnest money will be refunded to the bidders after placement of Order. No interest is payable on it. Offers submitted without any earnest money will be rejected.</p> <p>b) However, bidders can also furnish a Bank Guarantee from a Scheduled Indian Bank (except Gramin/ Cooperative Banks) as per our prescribed format (see Annexure–VI). The Bank Guarantee should be valid for a period of three 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).</p> <p>The tenderer shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP-201301, IFSC Code ICIC0000031, as per following details:</p> <p>i) IFN 760 COV for issuance of bank guarantee. ii) IFN 767 COV for amendment of bank guarantee. iii) Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/IFN 767 COV.</p> <p>c) In case of submission through online mode, charges if any, shall be borne by the bidder. NFL's Bank details for RTGS/NEFT are as follows:</p> <table border="0"> <tr> <td>Beneficiary Name</td> <td>NATIONAL FERTILIZERS LIMITED</td> </tr> <tr> <td>Name of Bank</td> <td>STATE BANK OF INDIA, 4th & 5th Floor, Red Fort Capital Parsvanth Towers, Bhai Veer Singh Marg, Gole Market, New Delhi – 110001</td> </tr> <tr> <td>Branch</td> <td>Gole Market</td> </tr> <tr> <td>Branch code</td> <td>17313</td> </tr> <tr> <td>IFSC No.</td> <td>SBIN0017313</td> </tr> <tr> <td>Current Account:</td> <td>10297944831</td> </tr> </table> <p>d) In case of the successful bidders this amount will be converted as part of security deposit and the balance amount which may become due under this clause, should be deposited within one week of the acceptance of the offer.</p> <p>e) Earnest money shall be forfeited at the sole discretion of NFL in case tenders</p>	Beneficiary Name	NATIONAL FERTILIZERS LIMITED	Name of Bank	STATE BANK OF INDIA, 4th & 5th Floor, Red Fort Capital Parsvanth Towers, Bhai Veer Singh Marg, Gole Market, New Delhi – 110001	Branch	Gole Market	Branch code	17313	IFSC No.	SBIN0017313	Current Account:	10297944831
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Branch	Gole Market													
Branch code	17313													
IFSC No.	SBIN0017313													
Current Account:	10297944831													

		after having submitted the tender withdraws the same or changes the quoted price or terms and condition within the period of its validity or after intimation from NFL of the acceptance of his tender wholly or any part refuses to accept work order in full or in part and or changes any of the condition of the tender.
15.	Performance Guarantee Bond (PGB):	<p>a) Bidder shall furnish to NFL within 15 days of signing agreement/MoU, a Performance Guarantee in the prescribed Proforma attached as Annexure-VII through Indian nationalized bank or a schedule bank (except cooperative Bank) in New Delhi.</p> <p>b) The Performance Guarantee Bond shall be equivalent to 3% of agreement value based on the quoted rates.</p> <p>c) The Performance Guarantee Bond shall be kept valid for one year from date of agreement/MoU along with three more months as claim period.</p> <p>d) If, for any reason whatsoever, Supplier has committed breach of the term(s) and/or condition(s) contained in the Purchase Order and/or failed to comply with the terms and conditions as stipulated in the Purchase Order or amendment(s) thereto, the Performance Guarantee Bond shall be invoked.</p> <p>e) The Supplier shall approach their Bank for issuance of Bank Guarantee in favour of NFL. The Vendor/ Agreement / MOU or 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, KI , Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 , as per following details:</p> <ol style="list-style-type: none"> 1. IFN 760 COY for issuance of bank guarantee. 2. IFN 767 COY for amendment of bank guarantee. 3. Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN760 COV/ IFN 767 COY. 4. Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/ IFN 767 COY.
16.	Validity of RFP	The proposals / bids must be valid for 90 days from the Part-I Bid opening date.
17.	Deliveries/Liquidated Damages	<p>Material shall be supplied as per the Purchase Order to be intimated by NFL Nangal indicating quantity in multiple of 15/20 MT tankers & delivery period.</p> <p>In case of delay in supplies, unless extension of delivery has been granted on application by the supplier, NFL shall recover liquidated damages at a sum equal to ½% per week of the invoice value or part thereof of the value of stores not delivered plus applicable taxes (if any), subject to a maximum of 5% of the value of the order.</p>
18.	PAYMENT	The payment of material supplied will be made within 30 days after receipt and acceptance of material our site.
19.	SUPPLIER TO INDEMNIFY NFL	<p>The supplier shall indemnify NFL and every officer and employee of NFL against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with matters referred to in relevant clause and against all actions, proceedings, claims, demands, costs and expenses which may be made against NFL or Govt. for or in respect of, arising out of any failure by the supplier transporter in the performance of his obligations under the agreement / MOU documents.</p> <p>If the NFL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, NFL shall be entitled to recover the said amount from any due payment / security or other guarantee available with the NFL under the agreement / MOU.</p>
20.	MSMED Declaration	<p>In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category in your Offer enclosing the following documents, if applicable:</p> <p>a) A copy of UAM (Udyog Aadhar Memorandum) / Relevant certificate as applicable under MSMED.</p>

		<p>b) Please also indicate whether the MSE owned by SC/ST Entrepreneurs. If yes, attach relevant category certificate issued by authorities concerned.</p> <p>The above documents should be submitted failing which the bidder shall not be entitled for the benefit under MSMED Act.</p> <p>However, NFL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.</p>
21.	Make in India Policy	<p>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.</p> <p>Agreement / MOUors 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.</p> <p>a) Minimum local content: - The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.</p> <p>b) Margin of Purchase Preference: - The margin of purchase preference shall be 20%.</p> <p>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.</p> <p>Being domestic tender, only 'Class-I Local supplier' and Class-II Local Supplier as defined in "Public Procurement (Preference to Make in India) order 2017" dt: 16/09/2020 shall be eligible to bid in this tender.</p> <p>In case of procurement for a value up to Rs.10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (as per Annexure-III) that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs.10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.</p> <p>A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment.</p> <p>A self-certificate to the effect that the agreement / MOUor has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.</p> <p>In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 agreement / MOUor as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content Vendor will be evaluated with 20% purchase preference.</p> <p>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, agreement / MOUor shall have to submit the relevant certificate issued by concerned authority.</p>

		<p>In case a agreement / MOU 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 agreement / MOU 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.</p> <p>Purchase preference benefits shall be extended to the agreement / MOU based on the declared option subject to the agreement / MOU meeting the requirements contained in that purchase preference policy.</p> <p>In case a MSE agreement / MOU opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Agreement / MOUs under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security/EMD, if any, shall continue to be available to MSE Agreement / MOUs.</p> <p>In case a MSE agreement / MOU wants to avail the purchase preference, the agreement / MOU 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 agreement / MOU 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.</p>
22.	BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA	<p>Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India stipulated that any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of creditor in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.</p> <p>Certificate (as per Annexure-IV) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020 to be uploaded.</p>
23.	Integrity Pact	<p>Signing of Integrity Pact (IP) is mandatory for the participating bidders. A copy of the IP is enclosed (Annex.-V), which may be deemed to have been signed by NFL. The Tenderer(s) and NFL shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated. The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. Any bid not accompanied by duly signed IP by the Tenderer would be rejected. The Independent External Monitors (IEMs) for this tender shall be Shri Ramchander Bagdalkar e-mail- rnbagdalkar@gmail.com and Cmde Rakesh Anand IN (Retd.) e-mail- ansem_2000@yahoo.com.</p>
24.	Force Majeure	<p>a) If at any time during the continuance of this agreement / MOU either party is unable to perform the whole or in part any obligation under this agreement / MOU because of war, hostility, civil commotion, sabotage, quarantine restriction, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosion, epidemics, strikes, embargoes, then the date of delivery of the product shall be extended for the period force majeure condition was operative.</p> <p>b) Any waiver / extension of time in respect of the delivery of any installment or part of the goods occasioned due to the reasons in Para a) above shall not be deemed to be waiver/extension of time in respect of remaining deliveries.</p> <p>c) If operation of the force majeure circumstances exceeds three months, each party shall have the right to refuse further performance of the agreement / MOU, in which case neither party shall have the right to claim eventual damages from each other.</p> <p>d) The party, which is unable to fulfill its obligation under the agreement / MOU, must within 15 days of occurrence of any of the causes mentioned in this clause</p>

		<p>shall inform the other party of the existence of the force majeure conditions which prevents it from performing the agreement / MOU. Such occurrence should be accompanied with Certificate issued by the Chamber of Commerce in the Country of Origin of Supplier in this respect. The Supplier shall also promptly inform the ending of such event enclosing therewith Certificate from Chamber of Commerce. If NFL is prevented from performing the agreement / MOU, NFL shall inform the supplier within 15 days of occurrence of such force majeure conditions accompanied by Certificate issued by Chairman & Managing Director of NFL.</p> <p>e) Non-availability of material shall not be valid ground for non-performance.</p>
25.	Arbitration	<p>The agreement / MOU shall be governed by and construed in accordance with the laws of India.</p> <p>Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement / MOU or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:</p> <p>A written notice shall be given by the agreement / MOU or invoking arbitration to National Fertilizers Limited through Chairman & Managing Director.</p> <p>Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.</p> <p>Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rupees Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.</p> <p>The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.</p> <p>It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the dispute/differences arising out of the agreement / MOU by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of agreement / MOU.</p> <p>The seat and venue of arbitration shall be Delhi.</p> <p>The cost of the proceeding shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.</p> <p><u>For CPSEs and Government Department</u> All commercial disputes between CPSEs inter se and CPSE(s) and Govt. Department(s)/Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. Following clause in all commercial agreement / MOUs</p>

		<p>between CPSEs inter se and CPSEs and Government Departments/Organizations shall be included as under:</p> <p>"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial agreement / MOU(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018".</p>
26.	Jurisdiction	All actions at law or suits arising out of or in connection with this agreement / MOU or the subject matter thereof shall be instituted in a court of competent jurisdiction in the state of Delhi.
27.	Fraud Prevention Policy	Tenderer should adhere to Anti-Fraud Policy of NFL (full text of which is available on NFL's website www.nationalfertilizers.com) and not indulge or allow anybody else working in the company to indulge in fraudulent activities and would immediately apprise NFL of the fraud/ suspected fraud as soon as it comes to their notice. In case of failure to do so NFL may debar them for future transaction.
28.	Important Points For Careful Consideration	<p>a) Incomplete offers / offers not conforming strictly to specifications as well as to TOR conditions prescribed are liable to be rejected.</p> <p>b) Rate is to be quote on FOR NFL Nangal basis.</p> <p>c) Monthly Purchase Orders shall be issued by NFL Nangal Unit.</p> <p>d) Prices shall be fixed for ammonia and transportation while issuing Purchase Orders against the agreement / MoU.</p> <p>e) Transit Insurance is in scope of the Supplier.</p> <p>f) For the supplies either the manufacturer or a dealer with proper authorization can supply material to NFL.</p>

Issued by GM (Materials)-I/c., NFL , CO, Noida

Checklist / Part I – Bid

Sr. No.	Description	Remark (Uploaded / Not Upload) (Agreed/ Not Agreed)
1	<p>Eligibility Criteria</p> <p>i) Signed and stamped copies of ToR and terms and conditions (TC) along with annexures.</p> <p>ii) Manufacturer shall submit self-certification on their letter head that they are manufacturer of Ammonia and having an annual production capacity of more than 12,000MT.</p> <p>In case the manufacturer want to quote through their authorized dealer / distributor then authorization certificate / comfort letter from the manufacturer is required in addition to manufacturer's certificate.</p> <p>iii) Self-attested Copies of fully executed orders and completion certificates from customers with contact details from which the details can be verified as proof for supply of at least 5000 MT of Ammonia during 2021-22.</p> <p>iv) Audited Balance Sheets and P&L accounts of 2019-20, 2020-21 & 2021-22. In case, audited balance sheet / P&L account of 2021-22 is not available, turnover and net worth certificate duly certified by C.A. with UDIN to be submitted.</p>	
2.	EMD of ₹1,00,000/-	
3.	Acceptance of Performance Guarantee Bond (PBG) @ 3%	
4.	Validity of 90 days of the Proposals / Bids	
5.	Submission of signed and stamped Integrity Pact on plain paper	
6.	Signed and stamped Make in India Policy Certificate duly certified from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.	
7.	Submission of signed and stamped Model Clause Certificate Signed and stamped certificate on letterhead.	
8.	Certificate on Company letterhead duly signed by authorized representative that they have not been blacklisted/debarred, delisted or put on holiday by any Institutional Agency/Govt. dept./PSU/Cooperative during last three years ending the date of issue of RFP.	
9.	<p>Offer Letter on company's letter head by providing following details</p> <p>Address:.....Phone no....Fax no:.....e-mail:.....</p> <p>Contact Person:.....Number:.....e-mail:.....</p> <p>Details of Firm's CEO & Directors:</p> <p>Name of Indian Agent & Type of Agreement (if any):.....</p> <p>Firm's Profile, history and Organization Structure</p>	
10.	Annual quantity offered to NFL	_____MT
11.	To & fro distance from works to NFL Nangal	_____KM
12.	Any Other Comment / Information / Remarks	

PROFORMA FOR PRICE BID

S. No.	Particulars	To be quoted
1	The constant 'C' which shall be firm for the agreement period (Rs. per MT)	
2	GST (in %) as applicable on Ammonia Order Price in Rs. / MT (P)	
3	GST value on Ammonia Order Price in Rs. / MT (P)	Will be auto calculated
4	Freight (F) from works to Nangal (Rs per MT)	
5	GST (in %) as applicable on Freight (F)	
6	Price of Ammonia as per formula with GST (Rs./MT)	Will be auto calculated
7	Transportation Cost with GST (Rs./MT)	Will be auto calculated
8	FOR NFL, Nangal Ammonia Price (Rs./MT)	Will be auto calculated

Note: Bidder have to quote the rates considering the following which will form basis for working future Escalation /De-escalation:

$$\text{Ammonia Order Price in ₹/ MT (P)} = A + (Y \times 0.35) + C$$

(GST shall be paid extra on P).

Where,

i) $A = 33.5 \times B$

The factor 33.5 in 'A' is worked out to as $\frac{7.6 \times 1.11}{0.252}$

7.6 is the energy for Ammonia in Gcal/MT, 1.11 is the conversion factor of GCV to NCV and 0.252 is the conversion factor from ₹/MMBTU to ₹/Gcal.

ii) B = Latest available final gas pool price (LAFGPP) (₹ per MMBTU on GCV basis) notified by GAIL for deriving PO price of Ammonia against this agreement/MOU.

iii) $Y = (\text{Bulk CFR India} - A)$

iv) C = Constant to be quoted by the bidder (₹ per MT) and shall remain constant for the entire agreement period.

v) Bulk CFR, India Prices in PMT of Ammonia calculated based on the average of averages of prices published in the three magazines (Argus, Ferticon, CRU) for the last week of the relevant month pertaining to the latest available final pool price notified by GAIL. Exchange rate of the last day of the relevant week will be applicable as notified by Financial Benchmarks India Pvt. Ltd. (FBIL).

vii) If 'Y' is negative, value of 'Y' shall be considered as zero.

viii) In the event, the gas pooling mechanism for Urea industry as per MOPNG notification dated 20.05.20215 is withdrawn; the said formula will not remain valid.

Note:

For quoting and evaluation against this RFP, the following figures are to be considered:

i) Gas Price (B in formula) = ₹1720.4 /MMBTU i.e., final gas pool price of June 2022 on GCV basis.

ii) Bulk CFR, India Prices in PMT = ₹75,587.06 PMT (average of averages of prices published in Argus, Ferticon, CRU as on 30.06.2022) and considering exchange rate of ₹78.9421 per USD as per FBIL as on 30.06.22.

Transportation Cost: Price to be quoted by the bidder (**F**) on which GST shall be paid extra.

Escalation/De-escalation Formula for Transportation:

(i) Escalation/de-escalation shall be calculated on the basis of diesel prices applicable on the date of issue of individual Purchase Order subject to provision of clause c (ii) below. It shall be used proportionately for the Tankers as per their carrying capacity. No escalation / de-escalation adjustments will be considered for lubricants or other fuel. The FOR Nangal rates (per MT) quoted by bidders shall be firm during the entire period of the agreement / MOU, however, for calculating the escalation/de-escalation on account of variation in diesel price bidders are required to quote to & fro distance from their works to NFL Unit Nangal.

(ii) The reference diesel rate shall be **₹89.44 per litre** prevailing at IOCL petrol Pump **at Nangal as on 30.06.2022**. The escalation/de-escalation of rates will apply only for Purchase orders issued within the agreement period and if the diesel price differential is more than ₹1 per litre from the reference rate, in that case entire escalation/ de-escalation rates will be considered.

Increase or decrease in the price of diesel will be adjusted on the basis of one litre equal to 4KM/15MT. The escalation/de-escalation will be calculated as under:

**(Change in diesel price) x (To & Fro
distance up to Nangal from works of supplier)**

**Escalation/de-escalation per MT = -----
(4 x 15)**

Note: The escalation/de-escalation of freight rates will apply only for Purchase order issued within the agreement period. In case of reduction of prices of diesel announced by Govt. of India after the scheduled date of completion of supplies against a particular PO is over, NFL will have the right to pay to the suppliers on the de-escalated price for the un-discharged quantities against the Purchase Orders. For this purpose, the lowest freight price based on the de-escalated diesel price applicable after scheduled date of completion till date of actual supplies of a particular tanker shall be considered and the PO rate or the above de-escalated rate whichever is lower, shall be payable to supplier for the particular tanker which is delayed.

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

Tender Ref. No.:

To
M/s. National Fertilizers Limited,
Corporate Office, Noida

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

Sir,

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

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

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

[Factory Address]

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

**Model Clause Certificate: Public Procurement No. 1
(On Company's Letter Head)**

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Corporate Office, Noida

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

Sir,
I.....(authorized signatory) for M/s..... have read the clause regarding restrictions on procurement from a agreement / MOU or of a country which shares a land border with India. We certify that this agreement / MOU or M/s.....**[Vendor Name & address]** is not from such a country or, if from such a country **[Tick appropriate option & cut the other one]**, has been registered with the competent authority.

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

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

INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents for tenders having a value of Rs.1 crore or more. To be signed by the Tenderer and NFL.)

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

AND

_____ hereinafter referred to as "The Tenderer/Agreement / MOUor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, agreement / MOU/s for _____. 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 Tenderer(s) and/or Agreement / MOUor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the agreement / MOU 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 agreement / MOU, 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 Tenderer(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential/additional information through which the Tenderer(s) could obtain an advantage in relation to the process or the agreement / MOU 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 Tenderer(s)/Agreement / MOUor(s)

1. The Tenderer(s)/Agreement / MOUor(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 agreement / MOU execution.
 - a. The Tenderer(s)/agreement / MOUor(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 agreement / MOU 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 agreement / MOU.
 - b. The Tenderer(s)/Agreement / MOUor(s) will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary agreement / MOUs, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Tenderer(s)/Agreement / MOUor(s) will not commit any offence under the relevant IPC/PC Act; further the Tenderer(s)/Agreement / MOUors 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 Tenderer(s)/Agreement / MOUor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Tenderer(s)/agreement / MOUor(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 Tenderer(s)/Agreement / MOUor(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 agreement / MOU.
2. The Tenderer(s)/Agreement / MOUor(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 agreement / MOU

If the Tenderer(s)/Agreement / MOUor(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 Tenderer(s)/Agreement / MOUor(s) from the tender process or to terminate the agreement / MOU, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Tenderer(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 agreement / MOU according to Section3, or if the Principal is entitled to terminate the agreement / MOU according to Section3, the Principal shall be entitled to demand and recover from the Agreement / MOUor liquidated damages of the Agreement / MOU value or the amount equivalent to Performance Guarantee Bond.

Section 5 : Previous Transgression

1. The Tenderer 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 Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the agreement / MOU, if already awarded, for such reason.

Section 6 : Equal treatment of all Tenderers/Agreement / MOUors/Sub-agreement / MOUors.

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

Section 7: Criminal charges against violation Tenderer(s)/Agreement / MOUor(s)/Sub-agreement / MOUors(s).

If the Principal obtains knowledge of conduct of a Tenderer(s)/ Agreement / MOUor(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 Tenderers /agreement / MOUors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Tenderer(s)/Agreement / MOUor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Agreement / MOUor. The Agreement / MOUor 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 Subagreement / MOUors. The Monitor is under agreement / MOUual obligation to treat the information and documents of the Tenderer(s)/Agreement / MOUor(s)/Subagreement / MOUor(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 agreement / MOUual relations between the Principal and the Agreement / MOUor. 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 Agreement / MOUor 12 months after the last payment under the agreement / MOU, and for all other Tenderer 6 months after the agreement / MOU 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 agreement / MOUor 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.

(For & on behalf of the Principal)

(For & on behalf of Tenderer/Agreement / MOUor)

(Signatures & Office Seal)

(Signatures & Office Seal)

(Office Seal)

Place_____

Date_____

Witness 1 :
(Signatures, Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Signatures, Name & Address)

Witness 2 :
(Name & Address)

BID SECURITY FORM
(EARNEST MONEY DEPOSIT)

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 FULFILMENT 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 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 6 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 _____ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'NFL' IN WRITING.

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 AGREEMENT / MOU) entered into between National Fertilizers Limited (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called AGREEMENT / MOUOR) 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 Agreement / MOU, Agreement / MOUor has to submit a SECURITY DEPOSIT for Rs. _____.

AGREEMENT / MOUOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfilment of all of its obligations under the agreement / MOU.

NOW THIS DEED WITNESSES AS FOLLOWS :

1. In pursuance of the Agreement / MOU, 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 agreement / MOUor has failed to fulfil its obligations under the agreement / MOU for reasons for which agreement / MOUor is liable and without any protest or demur and without recourse to agreement / MOUor 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 agreement / MOU 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 Agreement / MOUor 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)