

**TENDER DOCUMENT**

AT  
NATIONAL FERTILIZERS LIMITED  
BATHINDA UNIT

**Index**

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**INSTRUCTION TO BIDDERS**

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

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

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

Sh. Pankaj Singla  
Chief Manager Materials  
National Fertilizers Limited  
Sibian Road, Bathinda  
E-mail: [psingla@nfl.co.in](mailto:psingla@nfl.co.in)

Sh. Akshat Awasthi  
Asstt. Manager Materials  
National Fertilizers Limited  
Sibian Road, Bathinda  
E-mail: [akshat@nfl.co.in](mailto:akshat@nfl.co.in)

| <b>TECHNO-COMMERCIAL BID</b> |                                |  |
|------------------------------|--------------------------------|--|
| <b>S No</b>                  | <b>Description</b>             | <b>Additional Term &amp; Conditions (ATC)</b>  |
| 1(A)                         | Tender/NIT Confirmation        | (a) No Deviation to Additional Term & Conditions (ATC) of this Tender/NIT is allowed.<br>(b) Offer with any condition / deviations is liable to be rejected at Sole option of NFL.<br>(c) Please upload this tender document duly signed & stamped on GeM Portal as a token of acceptance for all the term & conditions of this NIT.   |
| 1(B)                         | Eligibility Criteria           | The price bids of only those bidders shall be opened who meets the Eligibility Criteria (Annexure-2 attached herewith) and fulfills other NITs Terms and conditions.   |
| 2(a)                         | Item Specifications            | As per Technical Annexure 1  |
| 2(b)                         | Manufacturing Test Certificate | You shall submit Manufacturing Test Certificate of supplied activated carbon along with dispatch documents at no extra cost to NFL to ensure quality and specifications, however the material will be tested in NFL laboratory on its receipt and report of NFL laboratory shall be final and binding.   |
| 2(c)                         | Shelf Life                     | Shelf life of material shall be mentioned by the party.  |
| 2(d)                         | HDPE Bags                      | You shall supply the material duly packed in 25 kg. new HDPE Bags.   |
| 2(e)                         | GUARANTEE clause               | GUARANTEE: Material shall be guaranteed for the desired outlet water quality indicated against at S. no. 2 (B), 3(B) and 4 (B) of Technical Annexure-1 for a minimum period of one month from the date of charging or within one year from the date of acceptance of material. You will submit certificate to this effect along with dispatch documents.   |
| <b>3</b>                     | <b>PRICE BASIS / FOR</b>       | <b>Price submitted on GeM portal shall be inclusive of all taxes &amp; costs like Transportation cost upto consignee locations, P&amp;F, Bank charges etc as per GeM Term &amp; Conditions.</b><br><b>Purchase order will be issued on GeM portal to successful bidder of same value as submitted by bidders on GeM portal. So bids shall be submitted on GeM portal inclusive of all cost except insurance cost. Transit Insurance shall be arranged by NFL.</b>  |
| <b>4</b>                     | <b>% of GST</b>                | <b>Please intimate the rate of GST considered while submitting bid as mentioned at Sr No 3. The quoted price shall also include the GST as per GeM term &amp; conditions.</b>  |
| 5                            | Offer Validity                 | Offer Validity will be 90 days from the Technical Bid Opening Date   |
| <b>6</b>                     | <b>Delivery period</b>         | Kindly mention minimum delivery period.  |
| 7                            | Payment Terms                  | The payment shall be released to the bidders, from Bathinda Unit, within 30 days after receipt (subject to acceptance) of the supplied material /services at site in Bathinda Unit.<br><br>(INSPECTION of the material shall be done after receipt of material, at NFL stores only and the same shall be final and binding)<br><br>Tenderer/Party is requested to provide their 11 digit Core Banking Account No. & IFSC Code of their bank on their letter head as attachment, enabling NFL to arrange the transfer of due payment in their account directly. |

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| 8  | Liquidated Damages     | <p>Please confirm the acceptance of Liquidated Damages clause, as per tender clause no 4 of Commercial Section. GST will be applicable on LD charges.</p> <p>Material shall be supplied as per agreed/specified delivery schedule. If the material is not delivered as per specified schedule, NFL reserves the right to either</p> <p>(i) Purchase the material from OPEN MARKET at the risk and cost of the supplier<br/>OR</p> <p>(ii) Accept the goods at its sole discretion after imposing the PENALTY @ 0.5% (half per cent) of the Basic Price + GST as applicable of the delayed quantity for every week or part thereof, of the period of such delay from delivery schedule, subject to a maximum of 5% of the Basic Price + GST on LD as applicable<br/>OR</p> <p>(iii) Treat the delay as default of Purchase Order and forfeit security deposit, terminating the Purchase Order forthwith and taking, other action/s against the supplier, within the provisions of the Purchase Order.</p>   |
| 9  | Firm Price             | <p>Vendor to confirm that Total Landed Rate including Transportation Charges will remain firm till the complete execution of the order.</p> <p>No Revision in rates allowed except for any increase/decrease in rates of statutory levies such as GST/SGST/IGST etc. within contractual delivery period.</p> <p>Withdrawal from the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice of our rights of legal remedies.</p>  |
| 10 | PERFORMANCE            | As per Technical Annexure  |
| 11 | Force-majeure          | <p>The delivery period indicated in the Purchase Order should be strictly adhered to and normally no extension in delivery would be granted. However, if any time during the currency of the contract the performance in whole or in part by either party of any obligation under the contract shall be prevented or delayed by way of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, strikes, lock outs or acts of Gods, provided notice of any such happening is given by either party to the other within 21 days from the date occurrence thereof neither party shall, by reason of such event, be entitled to terminates contract nor shall either party have any claim for damage against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after the event has come to an end, ceased to exist, provided that if performance in whole or part of the contract is prevented or delayed for a period exceeding 60 days either party may at its option, terminate the contract.</p> |
| 12 | Subletting of contract | <p>The successful tenderer shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior written consent of NFL. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the PO/Contract and to purchase the goods elsewhere and successful tenderer shall be liable to NFL for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.</p>   |
| 13 | Jurisdiction           | <p>All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in Bathinda court in Bathinda District in the state of Punjab.</p>  |
| 14 | INSPECTION             | <p>Inspection of material shall be made at our site, which shall be final. NFL shall not carryout pre- dispatch inspection at party's works/shop unless otherwise stated in the Purchase Order.</p>  |
| 15 | MSMED Registration     | <p>(a) Please confirm whether you are covered under MSMED Act 2006 and also mention category i.e. whether you are a Micro, Medium or small enterprise. Further, also mention whether the MSE is being owned by SC/ST entrepreneurs. Documents in support of the above must accompany your quotation.</p> <p>(b) In case you are not registered as MSE, you shall procure at least 25% of value of contract/PO as Goods and services from MSEs and certificate to this effect will be submitted by you along with Invoice.</p>  |

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| 16 | <b>MAKE IN INDIA</b>                             | <p>Provisions of Public Procurement (Preference to Make in India), Order 2017 notified vide Order No.: P-45021/2/2017-BE-II dated 15.06.2017 of DIPP &amp; all subsequent amendments shall be applicable in this tender. Bidders seeking benefits under preference to Make in India (Linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) Order 2017.”</p> <p>If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.</p> <p>Please submit a certificate confirming the minimum % age of local content from the OEM to claim benefits extended towards make in India policy.</p> |
| 17 | Black-listing/<br>Delisting                      | <p>Bidders shall give Self certification that they have not been blacklisted by any Government Department/Public Sector Undertaking/Co-Operative Unit in the last Two Years. Offers of such blacklisted bidders shall not be considered.</p>   |
| 18 | Laws Governing Purchase Order                    | <p>The purchase order shall be governed by the Laws or Union of India for the time being in force.</p> <p>The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.</p> <p>Restrictions on procurement from a bidder of a country which shares a land border with India shall be part of this tender as per Rule 144(xi) of GFR 2017.</p>  |
| 19 | <b>INDEMNITY</b>                                 | <p>The supplier shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract.</p> <p>If the NFL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, NFL shall be entitled to recover the said amount from any security or other guarantee available with the NFL under the contract.</p>   |
| 20 | <b>SECRECY</b>                                   | <p>Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use or by the supplier except for the purpose of implementing the contract.</p>  |
| 21 | <b>TDS</b>                                       | <p>Deduction shall be made from the payment as per existing GOI rules.</p>   |
| 22 | Relationship                                     | <p>A) None of NFL Employee is related to Owner / Director of Firm.<br/>B) None of Ex-Employee of NFL is employed with vendor Firm<br/>(In case of relatives/ex-employees concerned with NFL, please furnish their complete details such as Name, Department, E.No. etc.)</p>   |
| 23 | Signed copy of All Annexures of Tender documents | <p>Bidders shall upload copy of all Annexures duly signed and stamped as a token of acceptance of all T&amp;C of our NIT.</p> <p>Bidders may ensure that tender documents are signed by appropriate authority of the company. Withdrawal of offer / non acceptance of orders placed based on offers submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.</p>  |
| 24 | Clear Understanding                              | <p>When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.</p>   |

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| 25 | Name & Contact of dealing person | Please provide Name & Contact (email & phone) of dealing person<br>Bidders may ensure that tender documents are signed by appropriate authority of the company. Withdrawal of offer / non acceptance of orders placed based on offers submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.  |
| 26 | CONTACT DETAILS of company       | You shall attach sheet mentioning your e-mail ID, telephone / mobile no. etc. along with complete name & address details of your Firm/Co., for clarifications / placement of order.  |
| 27 | EMD                              | <p>Tenderers must submit Earnest money deposit of Rs. 50,000/- (Rupees Fifty Thousand only). The Tenderers will have to submit the EMD in the form of:</p> <p><b>(i) E-Transfer of EMD through RTGS/NEFT are as follows:</b></p> <ul style="list-style-type: none"> <li>• <b>NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA</b></li> <li>• <b>Account Type: Cash Credit</b></li> <li>• <b>Account No: 11430301916</b></li> <li>• <b>IFSC Code: SBIN0003591</b></li> </ul> <p><b>Note:</b> Kindly mention your company name in remarks/narration while submitting EMD thru NEFT/RTGS and also mention UTR no and date in your offer.</p> <p align="center">or</p> <ol style="list-style-type: none"> <li>1. A Bank Guarantee from a Scheduled Indian Bank (except Gramin/ Cooperative Banks) as per our prescribed format (see Annexure) and not GeM format. The Bank Guarantee should be valid for a period of Six Months and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (the details of BG No. &amp; date, amount, bankers name etc. has to be submitted in relevant field/column of online module). The bank guarantee should be submitted by bankers directly to NFL in a sealed envelope and not through any vendor / contractor.</li> <li>2. The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:             <ol style="list-style-type: none"> <li>(i) IFN 760 COV for issuance of Bank Guarantee.</li> <li>(ii) IFN 767 COV for amendment of Bank Guarantee.</li> <li>(iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.</li> <li>iv) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV / IFN 767 COV.</li> </ol> </li> <li>3. Cheques shall not be accepted in any case.</li> </ol> <ul style="list-style-type: none"> <li>• Tenders without Earnest Money Deposit are liable to be rejected at the sole discretion of NFL. In case of submission of EMD through RTGS/NEFT or Bank Guarantee, it should be ensured by the vendor that the UTR Number/original Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of RTGS/NEFT remittances/ Bank Guarantee given online by the vendors.</li> <li>• Bidders having valid NSIC certificate may be exempted from the submission of EMD. Micro and Small Enterprises qualifying as at (a) of attached sheet titled ‘BENEFITS TO MICRO, SMALL ENTERPRISES (MSEs)’ shall also be exempted from paying EMD.</li> <li>• 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.</li> <li>• Earnest Money of the successful tenderers shall be returned on submission of security deposit.</li> <li>• Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible after finalization of tender.</li> <li>• No interest will be paid on the Earnest Money Deposit.</li> <li>• Refund of EMD remittances shall be done by RTGS/NEFT. Bidder must submit the bank details for refund of EMD along with their offer. Charges if any, shall be borne by the vendor.</li> </ul> |

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| 28 | Security Deposit – cum – Performance Bank Guarantee | <p>The successful tenderer, for the faithful performance of the Contract, will furnish Security Deposit-Cum-Performance Guarantee within 30 days of issue of Purchase Order. The Security Deposit-cum-Performance Guarantee will be @ 3% of Basic P.O. value. The Security Deposit-cum-Performance Guarantee shall be submitted in the form of:</p> <p>(i) <b>e-Transfer of SD-cum-PBG through RTGS/NEFT are as follows:</b></p> <ul style="list-style-type: none"> <li>• <i>NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA</i></li> <li>• <i>Account Type: Cash Credit</i></li> <li>• <i>Account No: 11430301916</i></li> <li>• <i>IFSC Code: SBIN0003591</i></li> </ul> <p><b>Note:</b> Kindly mention your company name in remarks/narration while submitting SD-cum-PBG thru NEFT/RTGS and also inform us the UTR no. and date.</p> <p>(ii) The tenderer will also have the option to furnish Security Deposit Cum Performance Guarantee by way of Bank Guarantee from any of the Scheduled Banks excluding Gramin and Co-operative Banks, in the Performa enclosed as Annexure and not GeM format. The Bank Guarantee must be valid to cover Delivery Period + Guarantee Period + Three Months Claim Period. The bank guarantee should be submitted by bankers directly to NFL in sealed envelope and not through any vendor / contractor.</p> <p>The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:</p> <p>(i) IFN 760 COV for issuance of Bank Guarantee.</p> <p>(ii) IFN 767 COV for amendment of Bank Guarantee.</p> <p>(iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.</p> <p>iv) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV / IFN 767 COV. (iii) Cheques will not be accepted in any case.</p> <p>-The Security Deposit Cum Performance Guarantee will be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. NFL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.</p> <p>-The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, NFL will have the right to draw from the Bank Guarantee/ Security Deposit Cum Performance Guarantee either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee/ Security Deposit Cum Performance Guarantee to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.</p> <p>- The amount so drawn will not in any way effect any remedy, to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.</p> <p>- In the event of the forfeiture of whole or part of the Security Deposit Cum Performance Guarantee, the tenderer will deposit further sum/sums, so as to maintain the full security deposit amount as per Para above.</p> <p>- The Security Deposit Cum Performance Guarantee sit will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the Security Deposit Cum Performance Guarantee or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.</p> <p>- In case the Bank Guarantee is from an overseas bank, the same shall be got counter guaranteed by an Indian Scheduled Bank.</p> <p>- The Security Deposit Cum Performance Guarantee amount will not bear any interest.</p> |
| 29 | Arbitration   | Detailed below   |
| 30 | General Terms and conditions                        | All other Terms and conditions shall be as per GeM GTC.  |

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

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the parties. A “Notice of dispute” shall be given by the party seeking

resolution of a dispute to other party. If the dispute is not resolved within thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

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

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

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

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

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

The seat and venue of arbitration shall be Bathinda only.

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

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

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

The language of arbitration shall be English.

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

- For CPSEs and Government Department:

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

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

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



**BANK GUARANTEE (FORMAT) FOR EMD**

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

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

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

**CORPORATE SEAL FOR BANK**

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

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

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

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

**NOW THIS DEED WITNESSES AS FOLLOWS:**

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

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

**Technical Annexure 1**

| Sr | Item Cd | N.C. Item Desc.  | UM | Qty Reqd  |
|----|---------|--|----|-----------|
| 1  | 2982598 | GRANULAR ACTIVATED CARBON<br>(De-chlorinated) For detail<br>specifications refer to Annexure-A | KG | 23000.000 |

1. Specifications of Activated Carbon

| S. No. | Item Details                  | UOM                  | Descriptions   |
|--------|-------------------------------|----------------------|--|
| 1.     | Item Code                     |                      | 2982598  |
| 2.     | Item name                     |                      | Granulated activated carbon(De-chlorinated)  |
| 3.     | Quantity to be purchased      | MT                   | <b>23</b>  |
| 4.     | Service                       |                      | Removal of Free chlorine and dissolved organic contaminant material from Filter water and process condensate |
| 5.     | Granular Grade                |                      | Dechlorination (ACGS)  |
|        | <b>Properties</b>             |                      | <b>Requirement</b>   |
| 6.     | Appearance                    |                      | Irregular black granules   |
| 7.     | Base                          |                      | Coconut shell charcoal   |
| 8.     | Particle Size                 |                      | 90% between 1.4-2.8mm(6/12 BSS mesh)   |
| 9.     | Bulk Density                  | kg/m <sup>3</sup>    | 500 (+/- 50)   |
| 10.    | Moisture content(max)         | %                    | 5.0  |
| 11.    | Ash content (max)             | wt%                  | 7.0  |
| 12.    | Iodine Adsorption value (min) | mg/g                 | 850  |
| 13.    | Oil content                   |                      | Nil  |
| 14.    | Operating Pressure            | Kg/cm <sup>2</sup> g | 7.0  |

## 2. (A) Feed water analysis (Inlet of ACF-A/B)

| Description                                | UOM                | ACF-A      | ACF-B      |
|--|--------------------|------------|------------|
| Quantity of Activated carbon to be charged | MT                 | <b>4.0</b> | <b>3.5</b> |
| Vessel Diameter                            | Meter              | 2.82       | 2.62       |
| Bed Height                                 | Meter              | 1.2        | 1.2        |
| Flow rate                                  | M <sup>3</sup> /hr | 90         | 75         |

| S No. | Parameters       | Unit | Maximum value |
|-------|------------------|------|---------------|
| 1.    | pH               |      | 7.0-8.0       |
| 2.    | Total Iron as Fe | ppm  | 0.02          |
| 3.    | Total silica     | ppm  | 2-3           |
| 4.    | Turbidity        | NTU  | 1.0           |
| 5.    | Free chlorine    | ppm  | 0.1-0.2       |

**(B) Desired Treated water analysis (Exit of ACF-A/B)**

| S No. | Parameters                         | Unit        | Maximum value |
|-------|------------------------------------|-------------|---------------|
| 1.    | Free Chlorine                      |             | Nil           |
| 2.    | Total Iron as Fe                   | ppm         | 0.01(Max.)    |
| 3.    | Turbidity                          | NTU         | <1.0          |
| 4.    | Organic matter, Oil & oily product | KMnO4 (ppm) | Traces        |
| 5.    | TSS                                | ppm         | <1.0          |

**3. (A) Return turbine condensate feed analysis (Inlet of ACF-II)**

| Description                                | UOM                | ACF-II |
|--|--------------------|--------|
| Quantity of Activated carbon to be charged | MT                 | 6.5    |
| Vessel Diameter                            | Meter              | 3.62   |
| Bed Height                                 | Meter              | 1.2    |
| Flow rate                                  | M <sup>3</sup> /hr | 100    |

| S No. | Parameters       | Unit | Maximum value |
|-------|------------------|------|---------------|
| 1.    | pH               |      | 8.5-9.0       |
| 2.    | Total Iron as Fe | ppm  | 0.2           |
| 3.    | Total silica     | ppm  | 0.012         |

**(B) Desired return turbine condensate analysis (Exit of ACF-II)**

| S No. | Parameters                        | Unit        | Maximum value  |
|-------|-----------------------------------|-------------|----------------|
| 1.    | Turbidity                         | NTU         | <1.0           |
| 2.    | Total Iron as Fe                  | ppm         | 0.1 ppm (max.) |
| 3.    | Organic matter, oil, oily product | KMnO4 (ppm) | Traces         |



**(A) Process condensate feed analysis (Inlet of ACF-I)**



| Description                                | UOM                | ACF-II |
|--|--------------------|--------|
| Quantity of Activated carbon to be charged | MT                 | 6.5    |
| Vessel Diameter                            | Meter              | 3.62   |
| Bed Height                                 | Meter              | 1.2    |
| Flow rate                                  | M <sup>3</sup> /hr | 100    |

| S No. | Parameters   | Unit  | Maximum value |
|-------|--------------|-------|---------------|
| 1.    | pH           |       | 7.5-7.8       |
| 2.    | NH3          | ppm   | 1.5-1.7       |
| 3.    | CO2          | ppm   | 13.2          |
| 4.    | Methanol     | ppm   | 3-4           |
| 5.    | Conductivity | µS/cm | 14-15         |

**(B) Desired Process condensate analysis (Exit of ACF-I)**

| S No. | Parameters                        | Unit        | Maximum value  |
|-------|-----------------------------------|-------------|----------------|
| 1.    | Turbidity                         | NTU         | <1.0           |
| 2.    | Total Iron as Fe                  | ppm         | 0.1 ppm (max.) |
| 3.    | Organic matter, oil, oily product | KMnO4 (ppm) | Traces         |

**Eligibility criteria :**

5. Party should be in the field of manufacture of Granulated Activated Carbon( De-chlorinated) . Party shall submit Document along with the bid.
6. The Party should have successfully completed "supply of Granulated Activated Carbon" to Fertilizer Unit or Thermal Power Plant or Oil Refinery or Chemical Industry with performance and completion certificate, during the last **seven** years , ending August 2022 .

Party shall submit copies of Purchase Orders + performance certificates for Granular Activated Carbon from the end users for at least one of the following

- a) Three similar completed PO each costing not less than the amount equal to Rs 12.6 lakh (inclusive of GST)

OR

b) Two similar completed PO each costing not less than the amount equal to Rs 15.7 lakh(inclusive of GST)

OR

c) One similar completed PO costing not less than the amount equal to Rs 25.1 lakh (inclusive of GST)

7. One of the Purchase Order cum Performance Certificate shall be from Fertilizer Unit or Thermal Power plant.
8. **Guarantee:** Material shall be guaranteed for the desired outlet water quality indicated against at Sr.No. 2(B), 3(B) and 4(B) for a minimum period of one month from the date of charging or within one year from the date of acceptance of material otherwise NFL shall forfeit the security deposit cum performance guarantee. You will submit certificate to this effect along with dispatch documents.
9. You will submit Manufacturer's Test Certificate of supplied Activated Carbon along with dispatch documents at no extra cost to NFL to ensure quality and specifications. However the material will be tested in NFL's Laboratory on its receipt and report of NFL's Laboratory shall be final and binding.
10. Shelf life of material to be mentioned by the party.
11. You shall supply the material duly packed in 25 kg new HDPE Bags.

Eligibility Criteria

| S. No. | Conditions  | Documents Required   |
|--------|---|--|
| 1      | Bidder should be in the field of manufacture of Granulated Activated Carbon (De-chlorinated).   | Bidder to submit supporting document along with the bid.   |
| 2      | Bidder should have successfully completed "Supply of Granulated Activated Carbon" to Fertilizer Unit or thermal power plants or Oil refinery or chemical industry with performance and completion certificate during the last seven years ending August 2022. | <p>Bidder to submit copies of PO + performance certificates of Granulated Activated Carbon from the end users for at least one of the following:</p> <p>a) Three similar completed POs each costing not less than the amount equal to Rs. 12.60 lakhs (inclusive of GST), or</p> <p>b) Two similar completed POs each costing not less than the amount equal to Rs. 15.70 lakhs (inclusive of GST), or</p> <p>b) One similar completed PO costing not less than the amount equal to Rs. 25.10 lakhs (inclusive of GST).</p> <p>Further at least, One of the PO-cum-Performance Certificate shall be from Fertilizer Unit or Thermal Power Plant.</p> |
| 3      | Average Annual Financial turnover of the bidder during the last 3 years ending 31st March of the previous Financial Year should be at least Rs.9.42 lakhs.  | <p>Bidder shall submit self-attested copies of Audited balance sheet and profit &amp; loss A/c for the last three financial years (i.e. 2018-19, 2019-20 and 2020-21).</p> <p>In case the bidders do not fall under the ambit of statutory audit, and do not have audited annual reports/ audited balance sheets and P&amp;L statements, shall submit a statement certified by Statutory auditor / practicing CA as documentary evidence in support thereof.</p>   |