



TENDER DOCUMENT

FOR

Lining up the Contract for Procurement of
Precious Metals for Fabrication and Refining of
'Catalyst-Catchment Package'

TENDER NO. RM/2023/1

For Nitric Acid Plant

IN

NATIONAL FERTILIZERS LIMITED

NANGAL UNIT

NATIONAL FERTILIZERS LIMITED

TENDER NO. RM/2023/1

SPECIAL INSTRUCTIONS TO TENDERERS

NATIONAL FERTILIZERS LIMITED (NFL), Naya Nangal, a Govt. of India Undertaking referred to herein as the Owner intends to issue contract for **Procurement of Precious Metal for Fabrication & Refining of ONE SET of 'Catalyst-Catchment Package'** for its Nitric Acid Plant located at Naya Nangal (Punjab). Parties are invited to submit the Techno-commercial proposal and Price proposal for the said Scope of Work through e-Tendering. Methodology for submission of proposal has been detailed here under in this document.

The Tender Particulars

(i)	Tender No.	PN/RM/2023/1
(ii)	Requirement	PROCUREMENT OF PRECIOUS METALS FOR FABRICATION AND REFINING OF ONE SET of 'CATALYST-CATCHMENT PACKAGE' (Pt., Rh., Pd.) FOR NITRIC ACID PLANT
(iii)	Earnest Money Deposit	₹ 100,000/-
(iv)	Security Deposit	Will be @ 10% of the Basic Value of P.O.
(v)	Tender Validity	Must be initially valid for 120 days from date of opening of tender.

- Earnest Money Deposit - in the form of RTGS/NEFT/BG (detailed as per NIT Clause No.4).**
In case vendor fails to submit the Requisite EMD, prior to bid opening (as per tender schedule), the offer is liable to be rejected and may not be opened
- The procurement shall be made through e-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.
- The system requirements to participate in the e-tendering are as under:
Pre-Requisites for System using e-Procurement sites:

Site Compatibility	
Browser used	Firefox
Full version	48

Your OS	Windows
Cookies Enabled	Yes
Your Screen Resolution	1366 x 768
Java Enabled	Yes
Java Version	1.8.0_151
JWS	true
Java Deployment Toolkit 8.0.1510.12	11.151.2.12
Java(TM) Platform SE 8 U151	11.151.2.12
Note: The portal is compatible for the following browser version	
IE	10 and above
Firefox	42 to 49
Firefox ESR	52
For Best results the Screen resolution should be set to 1024 x 768 Pre-Requisites for Login	

Instructions for Online Bid Submission

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.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

Registration

- I. 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 Enrolment**” on the CPP Portal which is free of charge.
- II. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- III. 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.
- IV. 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.

- V. 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.
- VI. 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.

Searching For Tender Documents

- I. 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 Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- II. 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.
- III. 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.

Preparation of Bids

- I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- II. 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.
- III. 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.
- IV. 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.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid*

Submission of Bids

- I. 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.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- IV. 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.
- V. 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.
- VI. 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.
- VII. 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.
- VIII. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- IX. 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.

- X. 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.

ASSISTANCE TO BIDDERS

- I. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- II. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Mr. Pravin Chalakh Material Officer (Mtls.) National Fertilizers Limited; Naya Nangal-140126 Phone: 01887-220568; Fax:01887-220541 Mob : 9420140920; Email: pravin@nfl.co.in
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- 4. The tenders will be opened electronically by us from our **Naya Nangal Office**.
- 5. The tenders will be submitted online on the web site <https://etenders.gov.in/eprocure/app>
- 6. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- 7. All tenders should be submitted online digitally signed and sealed by using digital certificate.
- 8. Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender documents.
- 9. No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
- 10. The bidders who wish to attend the Opening of Tenders (Technical & Price Bids) can attend the same as per Schedule dates mentioned in the NIT.
- 11. In case of Two-Part Bid, Price Bid of the vendors, who are Eligible and Techno-Commercially acceptable, shall be opened electronically and time & date for the same will be intimated to Techno-Commercially Acceptable Bidders.
- 12. NFL reserves the right to reject or accept any tender without giving any reason.
- 13. **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED;**

NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However, in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality:

1. Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2. Bids have been submitted but the same cannot be opened by NFL.	The due date of opening shall be extended suitably.

14. The activity defined for vendors are Download of Tender document, Bids Preparation and Hash Submission, Re-encryption of Online bid and uploading of bids.
15. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.
16. During the Bid Preparation and Hash Submission Stage, the bidders who have downloaded the tender document during the previous sequence will be preparing their bids and submitting their bid signed hashed online. Additionally, hashes will be generated for each single document (files) that is committed to be part of the bid. The bids will be prepared and hashes will be generated and signed envelope-wise. The signatures will be done digitally using DCs.
17. During Re-encryption of Online Bid sequence, the bidders will re-encrypt their bid data and upload the documents for which hashes have been generated and submitted during the bid preparation and hash submission stage. The bids will be re-encrypted with the public key of the proprietary key pair that has been assigned to this tender.
18. **N.F.L. NANGAL - GSTIN No. 03AAACN0189N2ZD & PAN No. AAACN0189N**

TECHNICAL SECTION

OF

TENDER DOCUMENT

(A) Technical Section For A-Stream Catalyst

NFL Nangal Unit intends to line up contract for Procurement of Precious Metals and Fabrication and Refining of **ONE SET** of 'Catalyst-Catchment Package (CCP)' for our Nitric Acid Plant. Integrated package shall consist of Catalyst system (Platinum-Rhodium Rich Gauzes), Catchment system (Palladium Rich Gauzes) and Separator Screens (Mega Pyre Gauzes).

1. GENERAL DESCRIPTION OF PLANT:

Nitric Acid Plant at Nangal Unit consists of two identical streams, each of capacity 280 MTPD in the form of 54% concentrated acid. Plant uses "Mono-Medium Pressure Process" and is supplied by M/s Pintch Bamag of West Germany. There are four Ammonia Oxidation Reactors (**AOR**) in each stream designed for 2.32 Kg/Cm²g Pressure and 830°C temperature.

Presently, Nitric Acid of 60% concentration is produced and average production rate is around 250 MTPD (+/- 5%). Normal operating pressure and temperature of AORs is 2.50 Kg/Cm²g and 830 °C respectively.

Integrated package shall consist of catalyst system (Platinum Rhodium Rich Gauzes), Catchment System (Palladium Rich Gauzes) and Separator Screens (Mega Pyre Gauzes).

2. AOR SPECIFICATIONS AND PARAMETERS:

These Catalyst Catchment Gauzes should be compatible to AORs of Nitric Acid Plant at NFL Nangal Unit operating under following conditions: -

i	NO. of Oxidation Reactors per Stream	Four
ii	Diameters of AORs	2200 mm
iii	Diameter of existing Catalyst Gauzes	1830 mm
iv	Diameter of existing Catchment Gauzes	1720 mm
V	"Ammonia-Air" Mixture Flow to each AOR	10500 to 12000 NM ³ /Hr
Vi	Ammonia in Ammonia Air Mixture	9.5 to 10.5%
Vii	Operating pressure of AOR	~ 2.50 Kg/Cm ² g
Viii	Operating temperature of AOR	825-835 °C
ix	Type of Weaving/Wire dia size/mesh size	As per proprietary design
X	Maximum number of shut-downs during campaign length	12
xi	Acid Production During campaign Period per AOR	12,960 MT (100% basis)

3. SCOPE OF WORK:

- i) Procurement of Precious Metal for Fabrication of fully integrated Catalyst-Catchment Package (CCP) (**ALONG WITH PRECIOUS METAL**) specifically designed for our Ammonia Oxidation Reactors.

CCP shall consist of 4 Sets. Each Set shall contain of Precious metal Gauzes with the following precious metal content per set.

	Normal Weight	Max. Permissible Weight
Platinum	4800 grams	5160 grams
Rhodium	260 grams	279.50 grams
Palladium	3000 grams	3225 grams
Total Wt. (1 Set)	8060 grams	8664.50 grams
Total Wt. of 4 Sets	32240 grams	34658 grams

Total weight of precious metal in four sets shall be 32.240 Kg. with maximum permissible variation of +7.5% in total weight i.e. 34.66 Kg. as described above.

- ii) Refining of used /scrap Catalyst-Catchment Gauzes after completion of Campaign length for production of 12,960/ MT of Nitric Acid (on 100% basis) as per AOR. Total purity of Platinum/ Rhodium/ Palladium will be 99.9% minimum i.e. the total impurities will not exceeds a sum total of 0.1% by weight.
- iii) **The normal weight of Precious Metals in Catalyst-Catchment Gauzes is 32,240 Gms. with maximum permissible limit of 7.5% is equal to 34,658 Gms.**
- iv) Supply of Separator screens to separate out the catalyst and catchment gauges to withstand the operating conditions.

4. MARKING:

Each Gauze shall have an identification mark on a small strip of homogeneous alloy of precious metal welded to the gauzes at the border indicating:

- i) Your own trade mark
- ii) Month and year of manufacture.
- iii) Weight of the finished gauze in grams expressed to 1st decimal
- iv) Serial number of gauze

5. SUPPLY OF PRECIOUS METALS FOR FABRICATION OF 'CCP' GAUZES:

NFL will not provide any Precious Metal (Platinum/ Rhodium/ Palladium), to the Vendor, for Fabrication of Catalyst Catchment Gauges. Precious Metal, for Fabrication of Gauzes, will be arranged by the vendor.

6. Refining of Saturated Gauzes: After the campaign length/ useful life of CCP Gauzes, Refining of Saturated Gauzes to be done in presence of NFL Representatives.

7. Installation of Gauzes: The installation will be carried out as per directions of contractor.

8. FABRICATION & REFINING CHARGES:

Fabrication charges shall be applicable on the total weight of precious metals in the fabricated gauzes with the limit subject to maximum of 34.66 Kg. (exclusive of weight of Non precious metals used, if any). Refining charges will be calculated on net weight of precious metals viz. Pt., Rh. & Pd. credited by you.

The fabrication /refining charges and quoted rates for Separator screens shall remain firm during the currency of the contract.

9. FABRICATION & REFINING LOSSES:

- i) Fabrication losses will be allowed at actual or % value quoted by the tenderer in the data format subject to maximum of 1%.
- ii) Refining losses will be allowed at actual or % value quoted by the tenderer in the data format subject to maximum of 1%.

10. SAMPLING PROCEDURE / METAL ACCOUNT:

1(a) FOR FABRICATED GAUZES:

On receipt of your information regarding completion of fabrication, NFL will depute their representative/s to witness the sampling process, weighment of Gauzes, sealing and packing of Gauzes for dispatch.

Four Ear samples of specific size will be cut from each of the layers of the CCP gauzes and will be melted to form ingot / sheet in the presence of NFL's representative/s. The presence of NFL's representative/s shall not absolve you from your liabilities under the terms of contract.

Thereafter, two samples weighing 2-3 grams each will be drawn as per procedure given below:

- i) One sample out of melted ingot after being duly signed and sealed jointly by our representative and your representatives will be analyzed by you in your own Lab for analysis.
- ii) Second sample duly sealed as per procedure, will be taken by our representatives to be brought back to Nangal for our future reference. Weight of this sample may be debited to NFL while preparing the metal account.

Precious metals will be debited to NFL metal account on the basis of analysis report received from your lab.

1 (b) TESTING OF SAMPLE BY NFL:

NFL may at its sole discretion be able to get the sample tested from any of the following internationally recognized laboratory:

- i. Alfered H. Knight Int' Ltd., U.K.
- ii. Inspectorate International Ltd., U.K.
- iii. Alex Stewart, U.K.
- iv. Any other mutually agreed International recognized Lab

In case the results given by the said independent laboratory do not match with that given by your lab, NFL at its option can reject gauzes or accept the same with penalty and also ask the fabricators to modify the metal account statement as per analysis report received from independent laboratory. The rate of penalty will be in proportionate to the difference in the analysis of base metal.

You shall furnish us the certificate with reference to the representative sample of the finished gauzes giving following details:

- (a) Precious metal percentage by chemical analysis.
- (b) Impurities percentage by spectrographic analysis.

(PLEASE INDICATE NAME & ADDRESS OF YOUR LAB IN THE TECHNO COMMERCIAL PART BID)

2 (a) FOR REFINING OF OLD GAUZES:

After the campaign length/useful life of CCP Gauzes, you will depute your representative immediately on receipt of NFL's intimation in this regard to segregate the separator screens from the gauzes and to carry out the scrapping job from these screens. The above job will be carried out by you free of cost. The Gauzes and scrapped material will be weighed, packed and sealed at NFL site and will be dispatched through **Armed Vehicle** in the presence of Insurance surveyor and your representative (if desired). You will have to take delivery of the sealed box in the presence of insurance surveyor. However the sealed box/ boxes will be opened in the presence of NFL representative/s. NFL representative/s will visit your works for witnessing the process of melting of used/scrapped gauzes till formation of ingot. The scrap will be treated and melted in the presence of our representative/s till formation of ingot. The presence of NFL's representative/s shall not absolve you from your liabilities under the terms of contract.

The weight of ingot shall be recorded and two samples will be drawn from the ingot as per procedure given below:

- i) One sample out of melted ingot after being duly signed and sealed jointly by our representative and your representatives will be analyzed by you in your own Lab for analysis.
- iii) Second sample duly sealed as per procedure, will be taken by our representatives to be brought back to Nangal for our future reference. Weight of this sample may be debited to NFL while preparing the metal account.

Precious metals will be credited to NFL metal account on the basis of analysis report received from your lab. NFL at its sole discretion may take back the duly refined precious metals or may ask the vendor to keep the same in their custody as NFL property for use in fabrication of new Gauzes in future, if required.

The weight of Ingot/ Powder Jar of refined Metals shall not be more than 6 Kg. each.

2 (b) TESTING OF SAMPLE BY NFL:

In case the result of Analysis of First sample is not acceptable to NFL, NFL may at its sole discretion be able to get the sample tested from independent Lab as indicated in 1 (b) above. In that case the following procedure shall be applicable:

"Seal of the sample lying with the NFL shall be got re-checked jointly by the representatives of NFL and Contractor. Thereafter, sample may be got analyzed from independent Lab."

In case the results given by the said independent laboratory do not match with that given by your own Lab, NFL at its option can ask the Contractor to modify the metal account statement as per analysis report received from independent laboratory.

11. INSTALLATION OF GAUZES:

Your representative will remain present during installation of Gauzes. The installation will be carried out as per directions of your representative. At the end of the campaign period, NFL shall provide the following information:

- I. Exact campaign length(operation in day/hours)
 - II. Quantity of Nitric acid produced during this period.
 - III. Exact number of shut down/trips
 - IV. Any abnormality noticed during the run of the catalyst.
 - V. Total ammonia consumed for the production of the above Nitric acid.
- 12.** Bidder should submit declaration that the supplied Catalyst Catchment Pack (CCP) shall be compatible with the existing Ammonia Oxidation Reactors of Nangal Unit under Normal Operating conditions.
- 13.** During the use of Catalyst Catchment Pack (CCP) supplied by the Bidder there should not be any deterioration/ increase in specific Ammonia consumption per MT of Nitric Acid under Normal Operating conditions.
- 14.** Catalyst Catchment Pack supplied by the Bidder should be capable to produce 51840 MT (Minimum) of Nitric Acid (100% basis) under Normal Operating conditions.
- 15.** Catalyst Catchment Pack (CCP) Fabricated and supplied should be Certified for its purity along with impurity profile from your own analytical laboratory along with the fabricator/ supplier's certificate of conformity to specification to the order:

COMMERCIAL SECTION

OF

TENDER DOCUMENT

(B) Commercial Section

1. The tenderer shall have to quote for the **Total Package**.
2. **Rates quoted shall be inclusive of all Taxes, Duties, Freight in the tender documents. The rates quoted shall be firm.**
3. Incomplete tenders/tender without earnest money is liable to be out rightly rejected.
4. **EARNEST MONEY DEPOSIT (EMD).**

Tenders can be submitted EMD of ₹1,00,000/- (Rupees One Lakh Only) in the form of :

(i) E-transfer in NFL account through RTGS/NEFT.

Our Bank account details are as under: -

Bank Name : **State Bank of India, Naya Nangal**

Account No.: **011070992603 (Cash credit A/c)**

IFS Code : **SBIN0000689**

MICR : **140002304**

or

(ii) Bank Guarantee in the prescribed format (of NFL enclosed) from any scheduled Bank excluding Gramin/Co-op Banks. The BG should be valid for a period of minimum 120 days and the party should give an undertaking for extension of the validity of the BG in case the same is desired by NFL. **(Annexure-Bid Security (EMD) Performa) **Supplier/Contractor may be instructed specially to inform the UTR No. with Name of supplier in order to have hassle free transaction details.****

Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.

- 4.2. Earnest money will be forfeited at the sole discretion of NFL, in case tenderer after opening of tender, either wholly or in part, refuse to accept the Purchase Order or changes any of the conditions of the tender or changes the quoted rates and/or terms and conditions of the tender within validity period. If the successful tenderer does not deposit the security as stipulated in the Purchase Order, EMD will be forfeited without further reference.
 - 4.3. Earnest Money deposit of the unsuccessful tenderers will be returned as early as possible after finalization of the tender.
 - 4.4. Earnest Money Deposit will not carry any interest.
 - 4.5. The tenders submitted without Earnest Money Deposit may be summarily rejected without any further reference.
5. **NO COMPENSATION FOR SUBMISSION OF TENDERS:**

The tenderer shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation of and submission of their tenders, though NFL may withdraw invitation to tenders, or reject any or all tenders without assigning any reason whatsoever.

6. POSTPONMENT OF TENDER OPENING DATE:

NFL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.

7. ACCEPTANCE / REJECTION OF BIDS:

NFL reserves the right to accept or reject, at their sole discretion, any/all bids in whole or in part and/or accept other than the lowest bid without assigning any reasons thereof. NFL also reserves the right to award contract to more than one tenderer.

8. ELIGIBILITY CRITERIA:-

Bidders shall agree to the **ELIGIBILITY CRITERIA** for the tender (Attached as **Annexure**) and shall upload necessary documents mentioned in it. Price bids of only those parties shall be opened who meets our eligibility criteria

9. VALIDITY OF TENDERS:

The tender must be valid for acceptance for 120 days from the tender opening date of Technical and Commercial bid.

10. PRICES FOR PRECIOUS METAL:

For buying the quantity of precious metal by the fabricator, the following procedure will apply:- The **Price of Precious Metals** will be fixed as per Ask rate of New York exchange as appearing in KITCO website on the 15th day from the date of issue of **LOI / Purchase Order** by NFL (**Commenced from the date of issue of LOI / Purchase Order by NFL, as the case may be**). In case no metal bulletin is published on 15th day as mentioned above, the price indicated in the metal bulletin published immediately after 15th day, will be taken into account for fixation of price. The Exchange rate applicable will be of RBI synchronized with the date of Metal Bulletin. **You have to furnish Self Attested Documents for the same.** The price will be fixed as per following formula:

- a. **Closing Ask rate** of precious metals as per New York exchange as appearing in KITCO website price of X Exchange rate = FOB price
- b. Custom duty at actual prevailing on the date synchronizing with the date of **Closing Ask Price** on 101% of FOB Price of Precious Metals as above at (a).
- c. Special additional duty on a+b (if applicable)
- d. GST @ (as applicable) on a+b+c (to be considered for make-up metals only)
- e. Overhead charges on a+b+c+d @ 7.5%.
- f. Price of metal a+b+c+d+e.

Any increase/decrease in custom duty will be to NFL account. The metal price worked out as per above formula will be the total price and no other charges thereon shall be paid extra. In case, there is any change in Govt. policy regarding import of precious metals, the above formula for fixation of price of the said metal will be subject to review through mutual consultations.

11. BID EVALUATION CRITERIA:

Data format (**Annexure-2**) is to be filled in by the tenderer. Part of the data shall be utilized to evaluate the bids. Evaluation of bids shall be done on cost/MT of Acid incurred by NFL basis, combining the following heads:-

1. Fabrication charges ₹/MT of acid.
2. Fabrication losses ₹/MT of acid.

3. Refining charges ₹/MT of acid.
4. Refining losses ₹/MT of acid.
5. Cost of Separator screens ₹/MT of acid.
6. Loading of Interest @ SBI MCLR+1% on the tenderer with higher initial investment (total cost of precious metals) on the differential amount (as compared to lowest quoted initial investment by any vendor) of CCP gauges for a period of one year.

For example:

If lowest quoted initial investment is = x,
second lowest initial investment is = x+y and
third lowest initial investment is = x+z

- Loading of interest in case of second lowest bidder shall be =

$$\frac{(y) \times (\text{SBI MCLR}+1)}{100}$$

- Loading of interest in case of third lowest bidder shall be =

$$\frac{(z) \times (\text{SBI MCLR}+1)}{100}$$

For evaluation of bids, the rate of precious metals as applicable on the date of opening of techno-commercial bids shall be taken into consideration. The rate of precious metals shall be calculated/consider as under;

The price of precious metals will be taken as per closing Ask rate of New York exchange as appearing in KITCO website on the date of opening of techno-commercial bids. In case no metal bulletin is published on bid opening date as mentioned above, the price indicated in the metal bulletin published immediately after bid opening, will be taken into account for determining the price.

The Exchange rate applicable will be reference rate of exchange of RBI synchronizing with the date of **Closing Ask rate of New York Precious Metal Bulletin**. The price will be determined as per following formula:

- a. **Closing Ask rate** of precious metals of New York exchange as appearing in KITCO website X Exchange rate = FOB price

- b. Custom duty at actual prevailing on the date synchronizing with the date of **Closing Ask rate of New York** on 101% of FOB Price of Precious Metals as above at (a).
- c. Special additional duty on a+b (if applicable)
- d. Overhead charges on a+b+c @ 7.5%.
- e. Price of metal a+b+c+d.

12. Recovery of Interest on Fabricated Gauzes having weight more than the quoted weight:

If actual weight of precious metals is more than the weight quoted in offer submitted by tenderer, the interest amount applicable @ SBI MCLR + 1% for a period of one year will be recovered from the tenderer for the value of the differential weight in this case. The rate of Precious Metals will be considered as considered at the time of bid evaluation.

13. TRANSPORTATION AND INSURANCE CHARGES:

The fabricated gauzes will be dispatched by you through Road via **Armed Vehicle** securely packed after associating the surveyor of underwriter's right from packing stage. The surveyor fee, (if any) will be borne by NFL, which shall be reimbursed to you against documentary evidence. Complete documents including original Invoice, survey report and metal account sheet will be sent by Speed Post to our Mgr. (Mtls) Stores for taking the delivery under intimation to Mgr. (Mtls), NFL, Naya Nangal.

The same process/ procedure will be followed for dispatching the used gauzes by NFL/ for refining, and dispatch of refined Metal by you.

Please note that To & Fro charges of Fabricated Gauzes by Bidder to NFL, dispatch of exhausted Gauzes from NFL to bidder Works and dispatch of refined Metal from Bidders Works to NFL shall be in bidder scope.

14. DELIVERY PERIOD:

You will dispatch the fabricated gauzes within 8 to 10 weeks from the date of issue of Contract by NFL. The fabricated gauzes shall be dispatched through Armed Vehicle along with certificate of analysis from laboratory.

15. PACKING:

You will suitably pack the fabricated gauzes for protection against damage in transit. The gauzes shall be securely packed in wooden boxes and sealed. The packing and forwarding charges shall be borne by you.

16. PAYMENT TERMS:

Our standard payment terms are as under:

- (a) Payments for fabrication charges of fabricated CCP and refining charges of old and used CCP shall be made separately within 30 days after submission of relevant documents. You will send the following documents comprising of:
 - I. Invoice in original
 - II. Original bill (consignee's copy)
 - III. Original annexure analysis report (in case of postal delay, you will send fax copy of report and submit original upon receipt from overseas laboratory).
 - IV. Copy of packing list

In case fabricated CCP get rejected, you will have to bear survey charges incurred at both the places at NFL, Nangal and at your plant for the dispatch/receipt of rejected CCP. Further, in the

event of delay beyond 10 weeks (for rejected gauzes), you will have to pay interest at the prevailing bank rate on the value of bank guarantee submitted by you as security for the re-fabrication of rejected CCP for free replacement.

The above payment would be without prejudice to our rights if the supply against this contract proves to be unsatisfactory or not in accordance with our ordering instructions.

(b) Payment shall be released by Electronic Fund Transfer (EFT), if desired by supplier. Successful vendor shall inform their bank account no., name and place of branch and branch code no., to our finance and material department, so that their payments can be released through EFT. Any Bank Charges for this facility of direct credit by State Bank of India, to their bank account will be borne by the party/ tenderer.

(c) Whenever any claim for the payment of a sum of money of NFL arises out of or under the contract against the contractor, the same may be deducted by NFL from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with NFL.

(d) or from any other sum due to the contractor from NFL which may be available with NFL or his security deposit or he shall pay the claim on demand.

Note: 100% Payment will be released within 30 Days as mentioned above in case all the documents are in line with NFL satisfactions and no overdue interest shall be paid.

17. FREE REPLACEMENT:

In the event NFL is not able to run the Gauzes for the full campaign period on account of high ammonia consumption, you will replace the gauzes. In the case of above eventuality, you will not claim refining and fabrication charges again. Further, you will have to make good NFL of any losses on account of excess burn off over and above your maximum guaranteed losses. The rejected gauzes shall be replaced by fresh Gauzes free of cost by you at Naya Nangal within eight weeks from the date of NFL's notification. In case fresh replacement Gauzes are not delivered within eight weeks, penalty @1% per week subject to maximum 5% on the fabrication charges shall be levied. However bank guarantee charges, for sending the rejected Gauzes, from the date of rejection note of the Gauzes to the date of acceptance of reworked Gauzes at NFL shall be to your account.

18. TAXES/DUTIES:

(a) We are registered under Central Sales Tax Act and our Sales Tax Registration No. is 60006512 dated 01.11.66.
ECC NO. AAA CN 0189 NXM 003
TIN NO. 03871081949

(b) Income tax will be deducted at source u/c 194 'C' of Income Tax Act at the rate applicable from time to time.

(c) If any tax/duty is applicable on any element, the same should be clearly specified in your Technical and Commercial bid.

(d) GST shall be paid extra on the value of make-up metal.

19. **PENALTY:**

- (a) In the event of your failure to deliver the fabricated/ refining gauzes within stipulated period, penalty @ 1/2% per week or part thereof of the Total Fabrication & Refining Charges (as the case may be) would be payable by you. GST will be applicable on penalty amount, if any.
- (b) In the event of further failure on your part to supply the gauzes even after expiry of 4 weeks from the due date, the contract shall be rescinded and you shall return our metal/gauzes in whichever form these are and pay penalty @ 2% of the price of our precious metal calculated at the prevalent landed price and you shall not be paid any service charges whatsoever. The penalty clause will become operative only after expiry of specified delivery period from the date of receipt of scrap gauzes/refined metal at your plant.

20. **SECURITY DEPOSIT:**

- 20.1 The amount equivalent to 10% of basic value of contract (i.e. estimated cost of fabrication, refining charges and cost of separator screens) will be deposited by you within 15 days from the date of receipt of Contract, on-line through NEFT/ EFT or you may submit Bank Guarantee in prescribed Performa (**enclosed of NFL**) from Indian Nationalized Bank for faithful execution of the contract. Bank Guarantee charges will be to your account. Our Bank account details are as under: -

Our Bank account details are as under: -

Bank Name : **State Bank of India, Naya Nangal**

Account No.: **011070992603 (Cash credit A/c)**

IFS Code : **SBIN0000689**

MICR : **140002304**

Supplier/Contractor may be instructed specially to inform the UTR No. with Name of supplier in order to have hassle free transaction details.

The amount deposited/bank guarantee shall be refunded after execution of the contract on entire satisfaction of NFL. No interest will be payable on the amount deposited as security deposit. The bank guarantee will remain valid for a period of six months after the expiry of the contract. NFL shall have the right to invoke the Bank Guarantee/forfeit security deposit in case of violation of any of contractual obligation by you.

NOTE: Vendor shall also arrange confirmation of all the Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to the NFL Banker i.e. ICICI Bank Ltd.,K1,Senior Mall, Sector-18, Noida, UP,201301, IFSC Code ICI0000031, as per following details:-

- i) **IFN 760 COV for issuance of Bank Guarantee.**
- ii)**IFN 767 COV for amendment of Bank Guarantee.**
- iii) **Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015' in filed 7037 COV / IFN 767 COV".**
- i) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

CHIEF MGR.(MTLS.)
NATIONAL FERTILIZERS LIMITED
NANGAL UNIT-140126
DISTT. ROOPNAGAR
PUNJAB

20.2. Cheques will not accept in any case.

20.3. The Security Deposit 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 by NFL, else NFL, at its sole discretion may call upon the Bank to pay the whole or part of the amount of Bank Guarantee.

20.4. 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 encash the Bank Guarantee/Security Deposit either the whole or part of value of Bank Guarantee or Security Deposit and tenderer will make good the value of Bank Guarantee/Security Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

20.5. 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.

20.6. In the event of the forfeiture of whole or part of the security deposit, the tenderer will deposit further sum/sums, so as to maintain the full security deposit amount.

20.7. The security deposit will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the security deposit or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

21. BANK GUARANTEE (SECURITY OF MATERIAL):

You shall submit Bank Guarantee for 100% of the value of the Scrap of catalyst gauzes to be delivered to you, valid for a period of three months, which will be extended by you from time to time in case the refined precious metal are not received by us, for safe custody of the material. Charges for bank guarantee, is to be borne by NFL. In case any loss of material occurs from your custody the same will have to be provided by you from your stocks. However, NFL reserves the right to en-cash the bank guarantee submitted by you towards the security of material.

22. FORCE MAJEURE:

Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood, crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence thereof this effect.

23. **SUBLET:**
The contractor shall not be allowed to sublet any portion or the total contract.

24. **ARBITRATION:**
The contract shall be governed by and construed in accordance with the laws of India.

For Indian Parties:

- (a) "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 designated Authority.

Where the claim including determination of interest, if any, being claimed upto 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, upto 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 Arbitrators(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 1996 and any further statutory modification or re-enactment thereof and the rules made there under.

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 date of award of contract.

The seat and venue of arbitration shall be Nangal Unit.

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."

For Foreign Parties:

- (b) "Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the 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 the 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:

- (c) 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 contracts between CPSEs inter se and CPSEs and Government Departments/ Organizations shall be included as under:
- (d) “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 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”.

25. JURISDICTION:

All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in a court situated at Nangal Court in Ropar District of Punjab.

26. TERMINATION IN FULL OR PART:

If the contractor:

- i) Fails to undertake the job after acceptance of his tender and award of work by NFL or
- ii) At any time makes default in proceeding with the work in full or in part with due diligence and continue to do so after notice in writing of 14 days from NFL or
- iii) Become Bankrupt or insolvent or
- iv) Make an arrangement with or assignments in favour of his creditors, or inspection of his creditors or
- v) Being a company or corporation, go into liquidation (other than a voluntary liquidation of or the purposes of amalgamation or reconstruction) or
- vi) Have an execution levied on his goods or property on the works. Or
- vii) Assign, transfer, sublets the contract or any part thereof, otherwise, than if any, as provided in the contract. Or
- viii) Unilateral stoppage of work. Or
- ix) Abandon the contract. Or
- x) Persistently disregard the instructions of the NFL. Or
- xi) Fails to adhere to the agreed programme of work. Or
- xii) If the performance is not satisfactory. Or
- xiii) Contravenes any provision of contract. Or
- xiv) Shall obtain a contract with NFL as a result offering tendering or other non-bonafide methods of competitive tendering. Or

- xv) If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the accepting authority is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietor concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract, the accepting authority shall be entitled to cancel the contract as to its incomplete part without NFL being in any way liable to payment of any compensation to the estate of the deceased contractor and/or the surviving partners of the contractor firm on account of cancellation of the contract. The decision of the accepting authority that the legal representative of the deceased contractor or the surviving partners of the contractor firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, NFL shall not hold the estate of the deceased contractor and/or the surviving partners of the contractor liable to damage for not completing the contract.
- B) Without prejudice to any other remedy, NFL reserves its rights to adopt any or several of the following courses:-
- i) Award parallel contract and/or
 - ii) Terminate the contract and/or
 - iii) Forfeit the earnest money security deposit and/or
 - iv) To get the execution of contract for the remaining period at the risk and cost of the contractor and/or
 - v) Delist/blacklist the contractor.
27. If a tenderer to any frivolous, malicious or baseless complaints/ allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserve the right to de-bar such tenderer from participation in the present/ future tenders up-to a period of 2 years.
28. **PERIOD OF CONTRACT:**
The contract will be valid till the finalization and acceptance by NFL of metal account i.e. on refining of used gauzes after the useful campaign period & receipt of re-refined metals by NFL for each CCP Charge.
29. **CLEAR UNDERSTANDING:**
When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.
30. **MSMED ACT 2006:**
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 and vide Notification dated 01/06/2020:-
- i. **Micro:** - Where the investment in Plant & Machinery does not exceed Rs. One Crore and turnover does not exceed Rs. Five Crore. or
 - ii. **Small:** - Where the investment in Plant & Machinery does not exceed Rs. Ten Crore and turnover does not exceed Rs. Fifty Crore. or
 - iii. **Medium:** - Where the investment in Plant & Machinery does not exceed Rs. Fifty Crore and turnover does not exceed Rs. Two Hundred and Fifty Crore.

Please indicate the relevant category in your Offer enclosing the following documents, if applicable:

- a) Declaration of Udyog Adhar Memorandum (UAM) No. by the vendors on CPPP is mandatory from 01.04.2018. Vendors registered with MSME ensure that their UAM number should appear on CPPP, failing which they shall not be entitled to enjoy the benefit of Public Procurement Policy MSMEs Order, 2012.

Vendor shall submit a copy of UAM (Udyog Aadhar Memorandum) / Relevant certificate as applicable under MSME Act.

- b) Please also indicate whether the MSE owned by SC/ST Entrepreneurs. If yes, attach relevant category certificate issued by authorities concerned.
- c) MSE owned by women entrepreneurs shall upload valid certificate issued by concerned authorities failing which it will be presumed that MSE firm is not owned by women entrepreneurs.
- d) All MSE Vendors registered with CPSEs are also required to be registered on "TReDS" platform (www.rxil.in) and "MSME-SAMADHAAN" portal of M/o. MSME. As per Department of Public Enterprises office memorandum No. DPE/7(4)/2017-Fin. Dated 17.10.2018.

In case you are not registered as MSE, you will procure at least 25% of value of contract/P.G. as Goods/Services from MSEs and a certificate to this effect will be submitted by you along with Invoice.

The above documents should be submitted failing which the bidder shall not be entitled for the benefit under MSME Act.

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.

31. **PUBLIC PROCUREMENT POLICY (Under Make in India)**

1.0 Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no.P-45021/2/2017 BE-II dated 15th June 2017 & revision **Amended on 04.06.2020** (**Copy Enclosed**) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.

1.1 Bidders seeking benefits under Purchase 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. The salient features of which are as under:

- a) Minimum local content:- The minimum local content shall ordinarily be 50%
- b) Margin of Purchase Preference:- The margin of purchase preference shall be 20%

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

1.3 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 practising Cost Accountant or practising Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.

1.4 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.

A self-certificate to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.

2.0 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 bidder 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.

3.0 NFL reserve the right to relax the norms on prior experience & turnover for start-ups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.

4.0 In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.

4.1 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

Bidder shall be required to submit **Self-Certification Form- Make In India (Local Content)** on their Letter Head as per **Annexure-Y** enclosed alongwith offer .

32. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office IOM no. 6/18/2019-PPD dated 23rd July 2020 & 8th Feb,2021 (**Enclosed**) shall be applicable:

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 Competent Authority.

Bidder shall be required to submit certification regarding compliance with this order on their letterhead as follows:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

32. Signing of Integrity Pact

Bidder will sign the Integrity Pact as per enclosed Annexure, which is an integral part of the Tender Documents and upload the scanned copy of the same, failing which the Tenderer/Bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected.

Details regarding integrity pact can be viewed on our website viz. www.nationalfertilizers.com.

Bidder shall be also requested to send hard copy duly signed along with witness signatures.

(Pravin Chalkh)
M.O (Pur)

Address for communication:

Chief Manager (Mtls),
National Fertilizers Ltd.
Nangal Unit, Naya Nangal-140126
(Distt - Ropar) Punjab
Phone: 01887-220568 / 6280529227
Fax: 01887-220541
E-mail: gslayal@nfl.co.in

TECHNO-COMMERCIAL BID TEMPLATE
Tender for Fabrication and Refining of CCP Gauzes

Sr. No.	Description	NFL Requirement as per NIT	Vendors Comment
1	TECHNICAL SECTION	ALL TERMS & CONDITIONS ARE ACCEPTABLE. IF ANY DEVIATION PLEASE MENTIONED THE SAME IN SEPARATE LIST.	
2	COMMERCIAL SECTION	ALL TERMS & CONDITIONS ARE ACCEPTABLE. IF ANY DEVIATION PLEASE MENTIONED THE SAME IN SEPARATE LIST.	
3	PRICES FOR DESTINATION	Bidder shall quote Prices strictly on FOR NFL Nangal Basis. Note: Please note that To & Fro charges of Fabricated Gauzes by Bidder to NFL, dispatch of exhausted Gauzes from NFL to bidder Works and dispatch of refined Metal from Bidders Works to NFL shall be in bidder scope.	
4	DELIVERY PERIOD	PLEASE MENTION	
5	Any other levies	Please indicate, if any, other levy is applicable	
6	Payment Terms	(Detailed as per NIT Clause No. 16 under Commercial Section of Tender Document	
7	Earnest Money Deposit (EMD)	Rs 100000/- (Rupees One Lakh Only) in the form of RTGS/NEFT/BG(detailed as per NIT Clause No.4) -(Exemption to MSE Vendors to submit EMD, against submitting of valid MSE Registration Certificate alongwith offer)	
8	Security Deposit-	In case of order, the tenderer shall be required to furnish non-interest bearing SD @ 10% of the Basic Value of the Order after adjusting EMD (if already submitted). (Detailed as per NIT Clause No. 20).	
9	URN No. Detail	Incase EMD/SD submitted through NEFT/RTGS, URN. No for the same may be mentioned.	
10	Validity of Tender	The tender must be valid for acceptance for 120 days from the tender opening date of Technical and Commercial bid	

11	MAKE IN INDIA	<p>Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017 BE-II dated 15th June 2017 Revision (Amended on 04.06.2020) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP)</p> <p>Bidder shall be required to submit Self-Certification Form-Make In India (Local Content) on their Letter Head as per Annexure-Y enclosed alongwith offer</p>	
	A	The 'Class-I local supplier'/'Class-II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local supplier'/'Class-II Local supplier', as the case may be. They shall also give details of the locations (s) at which the local value addition is made.	
	i	<p>The 'Class-I local supplier = The minimum Local content equal or more than =50%</p> <p>Indicate percentage of local content and provide self-certification</p>	
	ii	<p>The 'Class-II local supplier = The minimum Local content equal or more than 20% but less than =50%</p> <p>Indicate percentage of local content and provide self-certification</p>	
	iii	<p>Non-Local Supplier- Means a supplier or service provider, whose goods, services or work offered for procurement, has local content less than or equal to 20%,</p> <p>Indicate percentage of local content and provide self-certification.</p>	
	B	In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.	
12	Integrity pact	Bidder shall upload the duly signed Integrity Pact along with the Technical Template.	
13	Eligibility Criteria	Bidders shall agree to the Eligibility Criteria for the Tender (Attached as Annexure) and shall upload necessary documents (duly numbered) mentioned in it. Any offer which not meeting the Eligibility Criteria shall be rejected during Technical Evaluation.	

14	RESTRICTION CERTIFICATION (As per Sr. No. 32 of Other Terms & Conditions of NIT)	Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per Annexure-Z enclosed alongwith offer	
15	Relationship	<ul style="list-style-type: none"> • It shall be certified by the tenderer that None of NFL Employee is related to Owner / Director of Firm. • It shall be certified by the tenderer that None of Ex-Employee of NFL is employed with vendor Firm. • It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm. • 	
16	Black-listing/ Delisting	Vendor to confirm that they have not been delisted/ black-listed in any Unit of NFL.	
17	Acceptance of NIT Terms & Conditions and uploading of complete Set of Tender Enquiry	Vendor will confirm their acceptance to the Terms and Conditions of the NIT and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions.	

DATA FORMAT**(To be filled by bidder)**

SR.NO.	PARAMETERES	UNITS	QUOTED VALUES
1	Number of Catalyst Gauzes (Pt-Rh rich) per AOR	No.	
2	Number of Catchment Gauzes (Pd rich) per AOR	No.	
3	Number of Separator Screens (Megapyre) per AOR	No.	
4	Expected ' Catalyst-Catchment Package ' weight per AOR	GRAMS	
5	Precious Metal weight of ' Catalyst-Catchment Package ' per AOR		
(i)	Platinum	GRAMS	
(ii)	Rhodium	GRAMS	
(iii)	Palladium	GRAMS	
(iv)	Total Precious Metal Weight	GRAMS	
6	Max. Refining losses permissible on weight of Precious metals in melted ingot	Wt %	
7	Max. Fabrication losses of Precious metals weight present in CCP	Wt %	
8	Any other information vendor may like to add		

NOTE: Tolerance of +7.5% will be allowed in actual weight of CCP after fabrication of Gauzes (exclusive of Non precious metals, if any). Pl. refer Clause No. 6 of Technical Section regarding Fabrication & Refining Charges and Clause No. 11 of Commercial Section regarding Recovery of Interest on Fabricated Gauzes having weight more than the quoted weight

Technical Specifications

Subject: Procurement of Precious Metals and Fabrication and Refining of **ONE SET** of 'Catalyst-Catchment Package (CCP)' along with separator screens for A stream of Nitric Acid Plant.

1. Integrated package shall consist of catalyst system (Platinum Rhodium Rich Gauzes), catchment system (Palladium Rich gauzes) and Separator Screens (Mega Pyre Gauzes).

2 Ammonia Oxidation Reactor (AOR) SPECIFICATIONS AND

PARAMETERS: These catalyst catchment gauzes should be compatible to AORs of Nitric Acid Plant of NFL Nangal Unit operating under Following conditions :-

i	NO. of Oxidation Reactors per Stream	Four
ii	Diameters of AORs	2200 mm
iii	Diameter of existing Catalyst Gauzes	1830 mm
iv	Diameter of existing Catchment Gauzes	1720 mm
v	"Ammonia-Air" Mixture Flow to each AOR	10500 to 12000 NM ³ /Hr
vi	Ammonia in Ammonia Air Mixture	9.5 to 10.5%
vii	Operating pressure of AOR	~ 2.50 Kg/Cm ² g
viii	Operating temperature of AOR	825-835 ° C
ix	Type of Weaving/Wire dia size/mesh size	As per proprietary design
X	Maximum number of shut-downs during campaign/length	12
xi	Acid Production During campaign Period per AOR	12,960 MT (100% basis)

3 Quantification of Precious Metal for Catalyst Catchment Package (CCP):

- i. Fabrication of fully integrated Catalyst Catchment Package (CCP) specifically designed for NFL Nangal Unit Ammonia Oxidation Reactors. CCP shall consist of 4 sets. Each set shall contain of Precious Metal Gauzes with the following precious Metal content per set.

Metal	Normal Weight	Max. Permissible weight.
Platinum	4800 grams	5160 grams
Rhodium	260 grams	279.50 grams
Palladium	3000 grams	3225 grams
Total weight(1Set)	8060 grams	8664.50 grams
Total weight (4 Sets)	32240 grams	34658 grams

Total weight of Precious Metal in four sets shall be 32.240 Kg with maximum permissible variation of + 7.5% in total weight i.e. 34.66 Kg as described above.

ii) Refining of used /scrap Catalyst-Catchment Gauzes after completion of Campaign length for production of 12,960 MT of Nitric Acid (on 100% basis) per AOR. Total purity of Platinum/ Rhodium/ Palladium will be 99.9% minimum i.e. the total impurities will not exceeds a sum total of 0.1% by weight.

iii). The normal weight of Precious Metals in Catalyst-Catchment Gauzes is 32,240 Gms. with maximum permissible limit of 7.5% is equal to 34,658 Gms.

iv). Supply of Separator screens to separate out the catalyst and catchment gauges to withstand the operating conditions.

4 Permissible Fabrication and Refining Losses:

- i. Fabrication Losses will be allowed at actual or % value quoted by the tenderer in the data format subject to the maximum of 1%.
- ii. Refining losses will be allowed at actual or % value quoted by the tenderer in the data format subject to the maximum of 1%.

5 Refining of saturated Gauzes : after the campaign length /Useful life of CCP gauzes, refining of saturated gauzes to be done in presence of NFL representative.

6 Installation of Gauzes : the installation will be carried out as per directions of contractor .

Eligibility Criteria for the Procurement of Precious Metal and Fabrication & Refining of One Set of Catalyst Catchment Package (CCP) along with Supporting Screens

Sr. No.	Conditions	Documents Required
1	<p>The Bidder should have procured Precious Metal (Pt/Rh/Pd) having weight more than 16.120 Kg. in a year and should have successfully manufactured and supplied the following during last seven years ending last day of previous month in which NIT has been issued:</p> <ul style="list-style-type: none">i. Catalyst Catchment Pack consisting of Pt/Rh/Pd rich Gauzes having weight more than 16.120 Kg. (i.e. 50% of CCP) andii. Separator Screens (Mega Pyre Gauzes) <p>Further the Bidder should provide end user's contact details, in case the confirmation regarding satisfactory performance of the said material is required to be obtained.</p>	<p>Bidder shall submit following: Certificate by Statutory Auditors/ practicing Chartered Accountant certifying that:</p> <ul style="list-style-type: none">i. The Bidder has procured Precious Metal (Pt/Rh/Pd) of.....KG in a year.ii. The bidder has successfully manufactured desired CCP for M/s.....consisting of Pt/Rh/Pd Rich Gauzes having weight Kg and Separator Screens (Mega Pyre Gauzes) <p>The bidder shall submit, name & address of the user Plant and name, phone number and e-mail ID of all the concerned persons of the user Plant, so as to obtain confirmation regarding satisfactory performance of the said material, if required.</p>
2	<p>Average annual Financial Turnover during the last three Financial Years i.e. 2020-21, 2021-22, 2022-23 should not be less than Rs.566.00 lakhs.</p>	<p>Audited Balance Sheet and Profit & Loss Account Statements for the last three Financial Years i.e. FY 2020-21, 2021-22, 2022-23. In case, audited Balance Sheet/ Profit & Loss Account Statements not available, Turnover Certificate duly certified by Chartered Accountant (CA) with UDIN.</p>
3	<p>Net worth of the Bidder should be positive as on 31.03.2023.</p>	<p>Audited Balance Sheet and Profit & Loss Account Statements for the FY 2022-23 OR Net Worth certificate duly certified by Chartered Accountant (CA) with UDIN.</p>

Annexure (Bidder Status)

<p>1.</p>	<p>a) The bidder shall submit the status (i.e Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc. and</p> <p>b) Affidavit as per Annexure V on non-judicial paper in Original and Power of Attorney / Authorization.</p>	<ul style="list-style-type: none"> • In case of sole proprietorship, the bidder shall submit affidavit on Non-Judicial stamp paper of appropriate value in original, duly attested by notary regarding status / style of the business entity as per Annexure-IV. • Partnership firm shall submit a copy of Partnership Deed attested by notary. • Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association. • Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA. • Affidavit in original • The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary /Magistrate in case of Sole Proprietor / Partnership Firm/Company or Authorization (backed by Board Resolution) in case of a Company in favour of a person who has signed the tender documents on behalf of tenderer / Firm / Company
<p>2.</p>	<p>The Bidder should have valid Permanent Account Number (PAN), GST Registration Number.</p>	<p>The Bidder shall submit self-attested copies of related documents wherever required like,</p> <ol style="list-style-type: none"> i. PAN Card ii. GST Registration Certificate

Price Bid Template

Tender for Fabrication and Refining of CCP Gauzes (as per NIT specifications)

Sr. No.	Description	Rate Per KG for item Sr. No. 1 & 2 and Basic Price Per No. for item Sr. No. 3 (In Rs.)
1.	Fabrication Charges for CCP Gauzes	
2.	Refining Charges of Exhausted Gauzes	
3.	Cost per Separator Screen	

NOTE:

1. Fabrication charges shall be applicable on the total weight of precious metals in fabricated gauzes with the maximum limit of 34.66 Kg. (Exclusive of Non precious metals, if any). In case, precious metal contents in CCP is more than 34.66 Kg., fabrication charges shall be limited up to 34.66 Kg.
2. Refining charges will be calculated on net weight of precious metals viz. Pt., Rh. & Pd. credited.
3. The fabrication / refining charges and offered rates for Separator screens shall remain firm during the currency of the contract.
4. Octroi/Advance Tax at Naya Nangal/Punjab if applicable shall be borne by NFL.
5. NFL shall be responsible for payment of Octroi/Advance Tax levied at NANGAL/PUNJAB, if any.
6. The above quotation has been prepared after taking into account all the terms and conditions of Tender Document Downloaded by us.
7. If required, Purchase Order for Sseparator Screens may be issued separately by NFL.

LOADING CRITERIA:

The tenderers must accept the terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of NFL. NFL however, may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, Security Deposit, PBG, Liquidated Damages, Payment Terms, Warranty/Guarantee etc. by adopting the stipulated loading criteria as under: -

A. Offers received without EMD:

Full EMD value shall be loaded to the quoted rates of those tenderers who have not submitted the requisite EMD along with the quotations to generate competition.

B. Non-submission of SD: -

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder, for example, NIT calls for bank guarantee for 10% then loading shall be done as under @ lending rate (SBI MCLR) + 1%, on short fall in Bank Guarantee value agreed by the bidder for delivery period with additional one month period. Bank guarantee for SD Loading Criteria Less than 10%. (10% - quoted percentage) of basic price @ prime lending rate (SBI MCLR + 1%); on short fall in Bank Guarantee value agreed by the bidder for delivery period with additional one month period.

Bank guarantee for SD	Loading Criteria
Less than 10%	(10%- quoted percentage) of basic price @ PRIME LENDING RATE (SBI MCLR + 1%), on short fall in Bank Guarantee value agreed by bidder for delivery period with additional one month period.

C. If deviation is noted in the quoted damages, the proportionate loading for shortfall shall be adopted, for example NIT calls for 0.5% per week subject to maximum of 5% of the total order value (basic price), loading criteria shall be as under: -

	Quoted Damages	Loading criteria
a)	0.5% per week subject to a ceiling of 5% of total order value	No loading
b)	0.5% per week subject to a ceiling of 2.5% of total order value.	2.5% loading
c)	Damages accepted on undelivered value instead of total order value.	2.5% loading
d)	Non-acceptance of damages	5% loading

-In case any of the vendor does not accept our standard L.D clause or accept LD less than a ceiling limit of 5%, loading for balance amount shall be done on the quoted (Ex-works/CIF value) prices.

D. Payment Terms:

NFL will not make any advance/progressive payments. In exceptional cases, advance/progressive payments can be agreed subject to payment of interest @ SBI MCLR + 1%

and submission of acceptable unconditional Bank Guarantee (BG) of equivalent amount (including interest amount) as per 'NFL' format. The BG shall have sufficient validity, i.e., quoted delivery period + three months. For any advance/progressive payments guidelines of CVC shall be followed.

The deviation in differential payment terms with respect to NIT clause shall be loaded as under for interest @ prime lending rate (SBI MCLR) + 1% for the period:

(a) Interest calculation against Mobilization Advance.

SN	Payment Terms	Period of Loading
1.	Advance against LOI/PO	Full delivery period + 30 days

(b) Interest calculation On Progressive Payment.

Interest on Progressive payment shall be calculated on FOB/Ex- works price for the following period:

SN.	Payment Terms	Period of Loading
1.	Against submission of Drawing.	Full delivery period less one month.
2.	Against drawing approval	Full delivery period less one month.
3.	Against placement of PO for raw material	a) If delivery period < 8 months Full delivery period less two months. b) If delivery period > 8 months Full delivery period less three months.
4.	Against Shipment of raw materials.	Full delivery period less five months or five months whichever is more.
5.	Against Receipt of raw materials.	Full delivery period less six months or four months, whichever is more.
6.	Against Payment for dispatch of materials / through bank	
6a	Foreign Bidders	Three months
6b	Indian Bidders	Depending on Delivery conditions viz. Ex-works – one and half months FOR destination – one month
7.	Against Payment within 30 days	Nil
<p>-Interest will also be charged on advance payment if supplies get delayed beyond delivery schedule stipulated in the P.O. -*Interest on interest-free advance payment, if insisted by the bidder, shall be loaded at applicable prime lending rate (SBI MCLR) +1% or as may be indicated in the bidding documents.</p>		

(E) Warranty/ Guarantee Period (if any):-

If bidders quote reduced Warranty period, following loading criteria shall be adopted: -

[10% of CIF/ex-works price x (No. of Months as per NIT – No. of Months quoted)]

No. of Months as per NIT

(F) Loading on account of discrepancy in Performance Bank Guarantee (if any):

PBG Quoted	Loading Criteria
Less than 10%	- 10% - quoted percentage of CIF/Ex-works prices

NOTE: Over-riding Conditions for (E) & (F) above.

If the sum of (E) & (F) above is more than 10% of CIF/ex-works prices, then the loading shall be limited to 10%.

**BID SECURITY (EMD) FORM
DRAFT OF BANK GUARANTEE FOR BID SECURITY DEPOSIT/EMD**

IN CONSIDERATION OF NATIONAL FERTILIZERS LIMITED (NFL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003 (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 3 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.

DATED _____DAY OF _____200

CORPORATE SEAL

FOR BANK.

ANNEXURE

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 dated _____ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a SECURITY DEPOSIT for Rs. _____.

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards 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 BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. _____

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

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

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially 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 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)

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

(On Company's Letter Head)

Tender Ref. No.:

To

M/s National Fertilizers Limited, Nangal

Sub: Self Certification as per clause 9(a) of Revised Public Procurement

(Preference to Make in India Order, 2017 of DPIIT dated:16.09.2020

Sir,

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

I also certify that the contractor 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, Nangal

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 contractor of a country which shares a land border with India.
We certify that this contractor

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)

Performa for Proprietorship Affidavit on the Stamp Paper of Appropriate and Notary Attested

AFFIDAVIT

I, _____ S/o Sh. _____ R/o _____ do hereby solemnly affirm and declare as under :

1. That on _____ (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s _____ is a sole proprietorship firm.
2. That I am the sole proprietor of the firm named as _____ situated at _____ (full address of firm with Pin Code).
3. That my above declarations are true and correct to the best of my knowledge and in case of any declaration found to be incorrect in that even my bid / tender may be rejected.

DEPONENT

VERIFICATION

Verified that the above contents of my affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place :-----

Dated :-----

(An Affidavit in Original on Non-judicial Stamp Paper of Appropriate Vale attested by Notary)

AFFIDAVIT

With reference to NIT No. _____
Dt. _____ of National Fertilizers Ltd., ----- for the work of
_____. I, _____ S/o Sh.
_____ R/o _____ do hereby solemnly
affirm and declare as Proprietor / Partner / Authorized signatory of the firm on behalf of
M/s _____ as under :

1. That my / our firm / sister concern/their associates etc. has not been black listed, debarred, de-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.
2. No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.
3. That information furnished by me / us in respect of the above tender is true and correct and nothing has been concealed. In case any of the information is found to be false and /or incorrect at any stage, NFL shall be at liberty to take the necessary action as deemed fit.

DEPONENT

Dated: _____

VERIFICATION

It is certified that the above contents / facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place _____

Date: _____