



TENDER DOCUMENT

FOR

Lining up the Contract for Fabrication and
Refining of 'Catalyst-Catchment Package'
(ONE SET FOR STREAM-B)

TENDER NO. RM/5500000347

For Nitric Acid Plant

IN

NATIONAL FERTILIZERS LIMITED

NANGAL UNIT

NATIONAL FERTILIZERS LIMITED

TENDER NO. RM/5500000347

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 Fabrication and 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.

The Tender Particulars

| | | |
|-------|------------------------------|---|
| (i) | Tender No. | PN/RM/5500000347 |
| (ii) | Requirement | FABRICATION AND REFINING OF ONE SET of 'CATALYST-CATCHMENT PACKAGE' (Pt., Rh., Pd.) FOR NITRIC ACID PLANT |
| (iii) | Earnest Money Deposit | Rs. 100,000/- |
| (iv) | Security Deposit | Will be @ 5% of the Basic order value of P.O. |
| (v) | Tender validity | Must be initially valid for 120 days from date of opening of tender. |

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.
- 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.

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 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 furnish EMD as per the instructions specified in the tender document.
- V. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- 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. 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 GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk.

| |
|---|
| Mr. Upender Duggal Dy. Mgr. (Mtls.) National Fertilizers Limited; Naya Nangal-140126 Mob : 9463126039 Email: upenderduggal@nfl.co.in |
|---|

1. The tenders will be opened electronically by us from our Nangal office.
2. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
3. 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.
4. No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
5. NFL reserves the right to reject or accept any tender without giving any reason.
6. **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. |

7. 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.

8. **N.F.L. NANGAL - GSTIN No. 03AAACN0189N2ZD & PAN No. AAACN0189N**

TECHNICAL SECTION

OF

TENDER DOCUMENT

Technical Section (B-Stream)

NFL Nangal Unit intend to line up contract for 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 Pintsch 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.

2. AOR SPECIFICATIONS AND PARAMETERS:

These catalyst catchment gauges are to be used in AORs of our Nitric Acid Plant 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) Fabrication of fully integrated Catalyst-Catchment Package (CCP) 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 Wt. | Max. Permissible Wt. |
|---------------------|----------------|----------------------|
| Platinum | 4800 grams | 5160.00 grams |
| Rhodium | 260 grams | 279.50 grams |
| Palladium | 3000 grams | 3225.00 grams |
| Total Wt. (1 Set) | 8060 grams | 8664.50 grams |
| Total Wt. of 4 Sets | 32240.00 grams | 34658.00 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) 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 /MAKE-UP METALS FOR FABRICATION OF 'CCP' GAUZES:

The refined metals shall be provided by NFL to fabricate Catalyst catchment gauges. In case of any shortfall of precious metal, make up quantity of the precious metal has to be added by the vendor after obtaining prior approval from NFL.

6. 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 34.658 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 bidder. The fabrication /refining charges and quoted rates for Separator screens shall remain firm during the currency of the contract.

7. **FABRICATION & REFINING LOSSES:**

- i) Fabrication losses will be 1%. It shall be calculated as percentage weight of the Precious metals present in the Fabricated Gauzes.
- ii) Refining losses will be 1% of the weight of the precious metals in melted Ingot formed out of the used/ scrap gauzes.

8. **SAMPLING PROCEDURE / METAL ACCOUNT:**

1(a) FOR FABRICATED GAUZE:

On receipt of Bidder's information regarding completion of fabrication, NFL will depute their representative/s to witness the sampling process, weightment 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 (*Or 4 Ear samples will be cut from each layer of Catalyst Gauzes separately and 4 Ear samples will be taken separately from Catchment 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 Bidder from his liabilities under the terms of contract.

(OPTION- 1)

Thereafter, two samples weighing 2-3 grams each will be drawn (*Or two samples weighing 2-3 grams will be drawn from catalyst gauzes and two samples weighing 2-3 grams will be drawn from Catchment gauzes*) as per procedure given below:

- i) First sample out of melted ingot after being duly signed and sealed jointly by our representative and Bidder's representatives will be analysed by Bidder in his own Certified (NABL) 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.

OR

(OPTION- 2)

Thereafter, three samples weighing 2-3 grams each will be drawn (*Or three samples weighing 2-3 grams will be drawn from catalyst gauzes and three samples weighing 2-3 grams will be drawn from Catchment gauzes*) as per procedure given below:

- 1. 1st sample will be retained by the bidder for analysis of precious metal Contents after being duly jointly sealed and signed by Bidder's representative/s and NFL's representative/s.
- 2. 2nd sample after being duly jointly sealed and signed will be handed over To NFL representative/s for future reference. Weight of this sample will be debited to NFL, while preparing the metal account.
- 3. 3rd sample after being duly jointly sealed and signed will be in bidder's Custody for the future reference.

NOTE: - Bidder shall confirm which option of sampling process they adopt i.e. OPTION- 1 or OPTION- 2

1 (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 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. Ledoux & Company, USA

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 Bidder. Thereafter, sample may be got analysed from above mentioned independent Lab." In case the results given by the said independent laboratory do not match with that given by Bidder's own Certified (NABL) Lab, NFL at its option can ask the Bidder to modify the metal account statement as per analysis report received from independent laboratory.

Bidder 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.

2 (a) FOR REFINING OF OLD GAUZES:

After the campaign length/useful life of CCP Gauzes, Bidder will depute his 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 Bidder free of cost. The Gauzes and scrapped material (**Including Rich Dust and Dust collected below grill bars of each AOR**) will be weighed, packed and sealed at NFL site and will be dispatched through **Armed Vehicle through Road** in the presence of Insurance surveyor and Bidder's representative (if desired). Bidder 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 Bidder's works for witnessing the process of melting of used/scrapped gauzes till formation of ingot. The scrap will be treated and melted (**Or Used Catalyst Gauzes** will be melted till formation of Ingot and **Used Catchment Gauzes** will be melted separately till formation of Ingot) in the presence of our representative/s till formation of ingot. The presence of NFL's representative/s shall not absolve Bidder from his liabilities under the terms of contract.

The weight of Ingot shall be recorded and two samples will be drawn from the ingot (**Or the weight of catalyst Ingot and catchment Ingot shall be recorded separately and two samples will be drawn from used catalyst melted Ingot and two samples will be drawn from used catchment melted Ingot**) as per procedure given below:

(OPTION- 1)

- i) First sample out of melted ingot after being duly signed and sealed jointly by our representative and Bidder's representative/s will be kept by the bidder in his own Certified (NABL) 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.

OR
(OPTION- 2)

The weight of ingot shall be recorded and three samples will be drawn from the ingot *(Or the weight of catalyst Ingot and catchment Ingot shall be recorded separately and three samples will be drawn from **used catalyst melted Ingot** and three samples will be drawn from **used catchment melted Ingot**)* as per procedure given below:

- i) 1st sample will be retained by the bidder for analysis of precious metal contents after being duly jointly sealed and signed by bidder's representative/s and NFL's representative/s.
- ii) 2nd sample after being duly jointly sealed and signed will be handed over to NFL representative/s for future reference. Weight of this sample will be debited to NFL, while preparing the metal account.
- iii) 3rd sample after being duly jointly sealed and signed will be in bidder's custody for the future reference.

NOTE :- Bidder shall confirm which option of sampling process they adopt i.e. OPTION- 1 or OPTION- 2.

Precious metals will be credited to NFL metal account on the basis of analysis report received from your lab subject to 1% Refining loss. NFL at its sole discretion may take back the duly refined precious metals or may ask the Bidder 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 Bidder. Thereafter, sample may be got analysed from independent Lab." In case the results given by the said independent laboratory do not match with that given by Bidder's Certified (NABL) Lab, NFL at its option can ask the Bidder to modify the metal account statement as per analysis report received from independent laboratory.

9. GUARANTEED BURN OFF LOSSES:

Bidder shall quote the guaranteed burn off losses of precious metals (Pt, Rh and Pd) as mg of precious metal per MT of HNO₃ (100 %) in **data format (Annexure-I)**. The net Burn off losses will be calculated as the difference between the precious metals content in the new CCP gauzes and the precious metals content in the ingot melted from the used/scrapped gauzes. The above guarantee is before considering the refining losses. In case the actual precious metal losses are above the guaranteed figures, Bidder will have to make good

the losses suffered by NFL on account of excess metal losses over and above the guaranteed figures. The conditions for the above guarantees are as under:

- a. Acid production during the campaign period shall not exceed 12,960 MT of 100% HNO₃ per AOR.
- b. The maximum number of shut down during the above campaign period shall be twelve (12).
- c. The AORs/burners will be tag welded in presence of your representative after CCP installation and shall not be opened during the run of the campaign period. In case of any emergency, which requires opening of the AORs to remove the gauzes, NFL will intimate the bidder to be present at the time of opening of the AOR. During this time, the gauzes shall be packed /preserved suitably to avoid damage. These shall be reinstalled in AORs in the presence of Bidder's representative only.

10. INSTALLATION OF GAUZES:

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

1. Exact campaign length(operation in day/hours)
 2. Quantity of Nitric acid produced during this period.
 3. Exact number of shut down/trips
 4. Any abnormality noticed during the run of the catalyst.
 5. Total ammonia consumed for the production of the above Nitric acid.
11. 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.
 12. 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.
 13. Catalyst Catchment Pack supplied by the Bidder should be capable to produce 51840 MT of Nitric Acid (100% basis) with predefined loss of metals under Normal Operating conditions.

14. MISCELLANEOUS:

Bidder may ensure that Ammonia conversion efficiency (by Flask method) across Catalyst Catchment package does not come below 92% during campaign period. Bidder may define the plan of action to revive the efficiency if it falls below 92%.

COMMERCIAL SECTION

OF

TENDER DOCUMENT

(A) Commercial section

1. The tenderer shall have to quote for the total package. Evaluation of the Bids shall be done on overall L-I basis.
2. Rates quoted shall be inclusive of all taxes, duties, freight charges, if any, unless specified to the contrary in the tender documents, payment of taxes is primarily the responsibility of the contractor and will not be payable by NFL. 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 Rs.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**

Tenderers shall intimate Name and Complete Address of the Depositor i.e. Name of the Company/Firm, Deposited Amount, Nature of Deposit and NIT Number immediately after remittance to our F&A Dept. through Email (Email ID: sunitak@nfl.co.in) with cc to upenderduggal@nfl.co.in for proper accounting of deposited amount

or

- ii) **Bank Guarantee** in the prescribed format from any scheduled Bank excluding Gramin/Co-op Banks. The BG should be valid for a period of minimum 3 months 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.**
- iii) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

DGM (Mtls.)
NATIONAL FERTILIZERS LIMITED
NANGAL UNIT-140126
DISTT. ROOPNAGAR
PUNJAB

In case EMD/ SD or PBG submitted through NEFT/RTGS, URN No. for the same mention in the offer. Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.

Forfeited of EMD: 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.

Earnest Money deposit of the unsuccessful tenderers will be returned as early as possible after finalization of the tender.

Earnest Money Deposit will not carry any interest.

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. VALIDITY OF TENDERS:

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

9. PRICES FOR ADDITIONAL MAKE-UP METAL:

For buying/addition of make-up quantity of precious metal from the fabricator, the following procedure will apply:-

The price of make-up precious metals will be fixed as per Spot Ask Price of New York exchange as appearing in KITCO website on the 15th day from the date of issue of LOI or PO. After receipt of LOI/PO you shall intimate the requirement of Precious Metal for Fabrication of Gauzes.

In case no metal rates are published on 15th day as mentioned above, the price 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 Rates. The price will be fixed as per following formula:

- a. Spot Ask Price 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 on 100% of FOB price of Precious Metal, prevailing on the date synchronizing with the date of KITCO website price as mentioned 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.

10. **BID EVALUATION CRITERIA:**

Data format (Annexure-I) 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. Metal burn off losses `/MT of acid.
6. Cost of Separator screens `/MT of acid.
7. 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 =

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

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

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

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/considered as under;

The price of precious metals will be taken as per Spot Ask Price of New York Exchange as appearing in KITCO website on the date of opening of techno-commercial bids. In case no metal rates are published on bid opening date as mentioned above, the metal rates 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 Metal Rates. The price will be determined as per following formula:

- a. Spot Ask Price of precious metals of New York Exchange as appearing in KITCO website X Exchange rate = FOB price
- b. Custom duty at actual on 100% of FOB price of Precious Metal, prevailing on the date synchronizing with the date of opening of Techno-Commercial bids shall be taken into consideration.
- 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.

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

If actual weight, after allowing Tolerance of 7.5% of precious metals (individually) (excluding Fabrication Losses) is more than the weight quoted in offer submitted by tenderer, the interest amount applicable @ SBI MCLR + 1% (**applicable as on the date of opening of techno commercial bid**) 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.

12. TRANSPORTATION AND INSURANCE :

The refined metal from NFL stock will be dispatched through Armed Vehicle by Road/ Air to your works through insured parcel/securely packed after associating the surveyor of our underwriter right from packing to booking. The surveyor will also present while taking the delivery of parcel containing refined metals at your end. The survey charges at our end will be to our account. The fabricated gauzes will be dispatched by you through Armed Vehicle by Road/ Air securely packed after associating the surveyor of our underwriter's right from packing stage. The surveyor fee at your end will be borne by you. 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 (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 sending the Precious Metal from NFL to Bidder's works (for fabrication of Gauzes), Fabricated Gauzes by Bidder to NFL, dispatch of exhausted Gauzes from NFL to bidder Works and dispatch of refined Metal/ any balance Precious Metal from Bidders Works to NFL shall be in bidder scope.

Transit Insurance shall, however, be arranged by NFL at its own cost.

13. DELIVERY PERIOD:

You will dispatch the fabricated gauzes within 8 to 10 weeks (tentatively) from the date of issue of P.O./ from the date of receipt of refined precious metal at your plant (as the case may be).

14. 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.

15. PAYMENT TERMS:

Our standard payment terms are as under:

(a) **Payments for Make-up Precious Metal (if any)**, 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 Analysis report
- 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 can also 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

16. 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 from the date of rejection note of the Gauzes to the date of acceptance of reworked Gauzes at NFL shall be to your account.

17. 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.

18. 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.

19. SECURITY DEPOSIT: To be submitted @5% of the Basic Order Value within 15 days from the date receipt of Order 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 specified by NFL as per (Annexure) enclosed from any of the scheduled Bank excluding Garmin/Co-op Banks in the format against the Security Deposit for the faithful and proper fulfilment of the contract. The BG should be valid for the Delivery Period plus Guarantee/Warranty Period plus 3 months claim period.
- iii) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

DGM (Mtls.)
NATIONAL FERTILIZERS LIMITED
NANGAL UNIT-140126; DISTT. ROOPNAGAR; PUNJAB

In case EMD/ SD or PBG submitted through NEFT/RTGS, URN No. for the same mention in the offer. Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.

The successful tenderer shall be required to furnish non-interest bearing **Security Deposit @ 5% of the Basic Value of the Order after adjusting EMD (if already submitted) within 15 days from the date receipt of order** in the form of e-transfer/Bank Guarantee from nationalized/scheduled bank excluding rural & co-operative bank covering delivery period plus 3 months claim period. Bank guarantee must be directly sent by your banker to NFL. URN No. for the same may be mentioned in the offer.

~~**The Security Deposit-Cum PBG submitted by you shall be converted into Performance Bank Guarantee which will remain valid till delivery period plus Guarantee/Warranty period plus 3 months claim period. Bank Guarantee must be directly sent by your banker to NFL.**~~

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.

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.

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.

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.

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.

The **Security Deposit** will not carry any interest

Note: The party shall also arrange confirmation of Bank Guarantee for EMD & SD (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:-

IFN 760 COV for issuance of bank guarantee.

IFN 767 COV for amendment of bank guarantee.

Issuing bank shall mention NFL beneficiary code as

“NFLNATIONAL04022015’ in filed 7037 COV / IFN 767 COV”.

20. BANK GUARANTEE (SECURITY OF MATERIAL):

You shall submit bank guarantee for 100% of the value of the refined metal/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 finished gauzes/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 and this should not affect the delivery period. However, NFL reserves the right to en-cash the bank guarantee submitted by you towards the security of material.

21. FORCE MAJEURE:

The contractual delivery period 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 God (but not including negligence or wrong-doing, predicable/seasonal rain), provided notice of any such happening is given by either party to the other within 10 days from the date occurrence thereof neither party shall, by reason of such event, be entitled to terminate contract nor shall either party have any claim for damage against the other in respect of such non-performance 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.

22. SUBLET:

The contractor shall not be allowed to sublet any portion or the total contract.

23. ARBITRATION:

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

For Indian 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 Designated Authority as Below:

| S.NO. | Designated Authority | Contract Value |
|-------|-------------------------|-------------------|
| 1. | CMD | Full Powers |
| 2. | Functional Directors | Upto Rs. 150 lakh |
| 3. | Designated Unit Head/ED | Upto Rs. 50 lakh |

b) Arbitration for CPSEs and Government Departments:

"In the event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019-FTS-10937 dated 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties."

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

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

24.

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.

25. 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.

26. 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.

27. 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-fined metals by NFL for each CCP Charge.

28. 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.

29. PUBLIC PROCUREMENT POLICY (Under Make in India)

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 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.

30. Bidders may please confirm whether they are registered as MSE (Micro or Small Enterprises). If so, please enclose requisite certificate. In case bidders are not registered as MSE, they will procure at least 25% of value of contract/PO as Goods/Services from MSE and a certificate to this effect will be submitted by them along with Invoice.

31. Signing of Integrity Pact:

Bidders will sign the Integrity Pact as per enclosed format which is an integral part of the tender documents. The bidder failing to upload the pact signed will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website www.nationalfertilizers.com along with the e-tender website.

Kindly upload duly signed copy of Integrity pact along with other documents.

32. 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 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.

33. 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%.

34. In case of procurement for a value up to Rs 10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs 10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.

35. 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.

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.

36. 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.

- 37 NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.
- 38 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.
- 39 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.
- 40 In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders.
- 41 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 Letter Head as per **Annexure-Z** enclosed alongwith offer.

(Upender Duggal)
Dy. Mgr. (Mtls.)

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 | GST on Refining & Fabrication Charges | PLEASE MENTION THE RATE OF GST APPLICABLE ON REFINING & FABRICATION CHARGES | |
| 4 | SAC for Fabrication Charges | PLEASE MENTION THE SAC APPLICABLE FOR FABRICATION CHARGES | |
| 5 | SAC for Refining Charges | PLEASE MENTION THE SAC APPLICABLE FOR REFINING CHARGES | |
| 6 | GST on Supporting Screen | PLEASE MENTION THE RATE OF GST APPLICABLE ON SUPPORTING SCREENS | |
| 7 | HSN Code for Supporting Screen | PLEASE MENTION HSN CODE APPLICABLE ON SUPPORTING SCREENS | |
| 8 | PACKING & FORWARDING CHARGES | PLEASE MENTION THE RATE IN TERMS OF %AGE OR IN RS. (IF ANY) | |
| 9 | Sampling Procedure | | |
| 9.1 | For Fabricated Gauzes | Bidder shall confirm which option of sampling for Fabricated Gauzes will be adopted by them i.e. OPTION-1 OR OPTION-2 (Refer Cl. No. 8 (1-a) of Technical Section) | |
| 9.2 | For Refining of Gauzes | Bidder shall confirm which option of sampling for Refining of Gauzes will be adopted i.e. OPTION-1 OR OPTION-2 (Refer Cl. No. 8 (2-a) of Technical Section) | |
| 10 | TRANSPORATION AND INSURANCE | Bidder shall note that To & Fro charges of sending the Precious Metal from NFL to Bidder's works (for fabrication of Gauzes), Fabricated Gauzes by Bidder to NFL, dispatch of exhausted Gauzes from NFL to bidder Works and dispatch of refined Metal/ any balance Precious Metal from Bidders Works to NFL shall be in bidder scope. Transit Insurance shall, however, be arranged by NFL at its own cost | |
| 11(a) | Delivery Period for Fabrication of Gauzes | PLEASE MENTION (The minimum Delivery Period) | |
| 11(b) | Delivery Period for Refining of Gauzes | PLEASE MENTION (The minimum Delivery Period) | |
| 12 | Any other levies | Please indicate, if any, other levy is applicable | |

| | | | |
|----|--|--|--|
| 13 | MAKE IN INDIA | 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 15 th June 2017 Revision (Amended on 04.06.2020) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) Bidder shall submit Annexure-Y in this regard. | |
| 14 | RESTRICTION CERTIFICATION (As per Sr. No. 41 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 | Eligibility Criteria for Price Bid Opening | Price Bids of only those bidders who meets the Eligibility Criteria and are Technically acceptable will be opened on a later date. | |
| 16 | Integrity Pact | Integrity Pact duly signed and uploaded | |
| 17 | Bid/Performance Security Declaration | Bidders must submit Bid/Performance Security Declaration Form as per Annexure XXII (enclosed) | |

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 | Guaranteed Burn off losses per MT of Acid | | |
| (i) | Platinum | mg | |
| (ii) | Rhodium | mg | |
| (iii) | Palladium | mg | |
| 7 | Refining losses permissible on weight of Precious metals in melted ingot | Wt % | |
| 8 | Fabrication losses of Precious metals weight present in CCP | Wt % | |
| 9 | 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

Price Bid Template

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

| Sr. No. | Description | Rate Per Gram 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. The above quotation has been prepared after taking into account all the terms and conditions of Tender Document Downloaded by us.

Eligibility Criteria

| Sr. No. | Eligibility Criteria | Documents required |
|---------|--|---|
| 1. | The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution such as Partnership Firm or Limited / Private Company. | i) Bidder should submit self-certified copy of a certificate of incorporation or partnership deed or copy of valid industrial/ factory licence issued by statutory Authority / Govt Agency. |
| 2. | The bidder should have procured Precious Metal (Pt./Rh./Pd.) having weight more than 5.00 Kg. in a year during last seven years ending last day of previous month in which NIT has been issued. | Bidder shall submit following: i. Certificate by Statuary Auditors/ Practicing Chartered Accountant certify that: The Bidder has procured Precious Metal (Pt./Rh./Pd.) ofKg. in the year. |
| 3. | The bidder shall submit the Purchase Orders of "Similar Works" during last seven years ending last day of previous month in which NIT has been issued. Definition of "Similar Works": All works related to Fabrication & Refining of Catalyst Catchment Pack used in Nitric Acid Plant along with supply of Separator Screens. | The bidder shall submit copies of Purchase Orders (PO) / Contracts for at least one of the following: a) Three PO's / contracts for supply of similar Product/Item/Material each costing not less than ₹25.80 lakhs (inclusive of GST). OR b) Two PO's / Contracts for supply of similar Product/Item/Material each costing not less than ₹32.25 lakhs (inclusive of GST). OR c) One PO / contracts for supply of similar Product/Item/Material each costing not less than ₹51.60 lakhs (inclusive of GST). |
| 4. | The average annual financial turnover of the bidder during the last three financial years i.e. 2021-22, 2022-23 and 2023-24 should be not less than Rs. 19.35 Lakhs . | Bidder shall submit self-attested copies of Audited Profit & Loss Account and Balance Sheet for the last three financial years i.e. FY 2021-22, 2022-23 and 2023-24. In case, audited Balance sheet/Profit & Loss Account statement not available, turnover certificate duly certified by Chartered Accountant with UDIN as documentary evidence in support thereof. |

**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)

BID SECURITY DECLARATION FORM
(To be submitted on the Letter Head)

Date: -----

Tender No-----

To,

(Insert designation and address of the Tender issuing authority)

I/We. The Undersigned, declare that:

I/We understand that, according to the conditions of the NIT / tender documents, bid must be supported by a Bid Security Declaration.

I/We accept that I/We may be suspended without any notice from bidding for any contract issued by your company for a period of one year for committing a breach of obligation (s) under the tender conditions, because I/ We

(a) Have a withdrawal/modified /amended/ the bid during the period of bid validity;

OR

(b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) Fail or refuse to execute the contract within the specified time, if required,

or

(ii) Fail or refuse to furnish the performance Security within the specified time

In accordance with term and conditions of the NIT /tender documents.

(Name & Signature with seal)
(Proprietor /Partner/Director/Authorized Signatory)

INTEGRITY PACT

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement. NFL, as one of its endeavors to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (NFL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, a Memorandum of Understanding (MoU) on Integrity Pact has been signed on 9th May, 2014 by NFL with Transparency International India (Indian chapter of Transparency International).

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (NFL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitors who ensure that concerned parties comply with their respective obligations under the Integrity Pact. Independent External Monitors (IEMs) nominated by Central Vigilance Commission (CVC) shall monitor the activities. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitors (IEMs) as per details given below:

(IEMs)

(1). Shri Hermanprit Singh
12, Bevedre Road, Alipore
Kolkata-700027
E-mail: hermanprit@gmail.com;

(2). Shri Rakesh Kumar Agrawal
A-15, Ground Floor
South Extension part-II
New Delhi-110049
E-mail: rkagrawal1958@gmail.com;

(3). Shri Rajit Ranjan Okhandjar
House No. 154
Silveroak Resort, Rajnukunte
Bengaluru-560064
E-mail: rajit123@gmail.com;

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

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

AND

_____ herein after referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for CCP (550000347). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal.

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person
-

any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

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

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

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

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

Section 8: Independent External Monitor/Monitors

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

extended to/provided to Independent Directors on NFL Board.

8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

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

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

(For & on behalf of the Principal)

मुख्यतः प्रमुख / Kumer Ball
(Office Seal) / Manager (Maha)
नेशनल फर्टिलाइजर्स लिमिटेड / N.F.L.
नगल इकाई / Nangal Unit
नया नगल (पंजाब) / Naya Nangal (Pb.)

Place: — Naya Nangal
Date: — 09/07/2025

Witness 1:

(Name & Address)

उपेन्द्र दुग्गल / Upender Duggal
उप प्रबन्धक (सागरी) / Up Manager (Maha.)
नेशनल फर्टिलाइजर्स लिमिटेड / N.F.L.
नगल इकाई / Nangal Unit (Ph.)-140126

Witness 2:

(Name & Address)

प्रविण चलास / PRAVIN CHALAS
सहायक प्रबन्धक (सागरी) / Asst. Mgr (Maha)
नेशनल फर्टिलाइजर्स लिमिटेड / N.F.L.
नगल इकाई / Nangal Unit

(For & on behalf of Bidder/Contractor)

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**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.

BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT

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

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

WHEREAS in pursuance to the agreement No. _____ dated _____ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a SECURITY DEPOSIT for Rs. _____.

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfilment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. _____.

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

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

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for

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

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

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

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

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)