



**NATIONAL FERTILIZERS LIMITED
NAYA NANGAL**

TENDER FOR SULPHURIC ACID

RM-4300000600

Other terms and conditions

1. The below mentioned specifications and quantities indicated in the NIT is our requirement for one year:

MATERIAL DESCRIPTION	Quantity
Sulphuric Acid, Technical Grade having minimum purity 98% conforming to as per IS-266/1977/1993 Revised up to date.	1000 MT.

2. **Rate is to be quoted on F.O.R. Destination basis and strictly as per Tender documents.**

3. **Reverse Auction: Reverse Auction shall be carried out as per Terms and Conditions of the GEM Portal.**

4. Validity of Contract shall be 12 months with provision of further extension by 3 months at the sole option of NFL to take supplies of balance quantities of P.O. if any. The actual quantity may increase by 10% at the sole option of NFL during the validity of the contract/ P.O.

5. Rates must be quoted in the 'Unit of Measurement' as per our NIT, i.e. Metric Ton (MT)

6. Offers not submitted as per instructions are liable to be rejected.

7. Only one tender is to be submitted by one tenderer.

8. NFL will have the right to issue addendum to tender documents to clarify, amend modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.

9. Any exceptions/deviations to the NIT shall be specifically stated.

10. Tenders will be submitted on line on GEM Portal. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.

11. All tenders should be submitted online on GEM Portal.

12. The tenderers must submit/upload online the document on GEM Portal failing to which their tender may not be considered.

13. **Change in Tender Schedule:**

NFL reserves the right to change/amend the tender schedule (date and/or time). However, it shall be the responsibility of the vendor to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. NFL shall not be responsible if a vendor is not able to participate in any activity related to this tender due to change in tender schedule.

14. **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 thereof.

- 15.00 **NFL's right to accept any Bid and to reject any or all bids:**

- 15.01 Notwithstanding anything to the contrary contained herein, NFL reserves the right itself to accept or reject, at its sole discretion, any Bid/all bids in whole or in part and/or accept other than the lowest bid without assigning

any reasons thereof and to annul the bidding process at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for NFL's rejection.

15.02 NFL also reserves the right to vary the quantities, split and place order on more than one supplier wherever considered necessary without any liability of any kind whatsoever.

15.03 No correspondence will be entertained with regard to acceptance or rejection of an offer. N.F.L. is also not bound to disclose the reasons for rejection of the offer to the tenderers.

16. **TENDER OPENING**

The tenders will be opened electronically by NFL Nangal Unit. The submission of bids may be done by vendors from their office or from place of their choice. However bids cannot be submitted after the bid submission due date & time as per the schedule. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically.

17. **PLACE FOR CONDUCTING REVERSE AUCTION**

The eligible bidders can participate in the online reverse auction from any place of their choice and need not to visit our NFL Nangal's office for this purpose. The reverse auction shall however be done as per Terms & Conditions of GEM Portal.

18. **The contract shall be finalized on unit rate basis. Rates to be quoted should be based on the higher range of Sulphur (India CFR) price as per 'CRU FERTILIZER WEEK BULLETIN' dated 24.07.2025 (i.e. USD 280 PMT and exchange rate of Rs.86.405 per USD).**

19. NFL reserves the right to negotiate with R1 bidder after conclusion of Reverse Auction at its sole option. In such case, the negotiations shall be held with R1 bidder only at NFL's Nangal Office and prior intimation shall be given by NFL to such bidder.

20. For calculating the break-up of price of a particular vendor for the purpose of determining the component of Basic Price at the time of placement of P.O., back working of price from the final R-1/matched landed price shall be done by keeping the absolute value of percentage of GST as fixed as quoted by the vendor in his Technical Bid. No separate confirmation shall be taken for the same from the vendors.

21. **DIVIDING THE QUANTITIES BETWEEN SUPPLIERS:**

Since, Sulphuric Acid is vital input required for maintaining production in uninterrupted manner/without causing any constraints, NFL shall have sole and unfettered discretion to place Purchase Orders on multiple suppliers for quantities. The distribution pattern for splitting the orders at matched rate will be broadly as indicated below:

Sr. No.	Item Description	Distribution Between	Ratio of Distribution
1	Sulphuric Acid	Two Parties (R-1: R-2 or R-3 or R-4 etc. as per Sr. No. below)	80:20

a) Please note that tendered quantity shall be distributed among R-1 & R-2 bidders in the ratio as specified above subject to R-2 matching the final lowest landed rates/negotiated landed rates of R1. In case R2 declines to match the final lowest landed rates/negotiated landed rates of R1 after reverse auction than other subsequent bidder in hierarchy of comparative position after reverse auction shall be given option to match the final lowest landed rates/

negotiated landed rates of R1. In case none of other bidders matches R-1 bidder final lowest landed rates/ negotiated landed rates, then complete 100% quantity of Sulphuric Acid shall be allocated to R-1 bidder.

- b) For the distribution of order quantity among the successful vendors, as mentioned above, priority shall be given in accordance with the hierarchy after reverse auction instead of the initial price bid hierarchy i.e. the criteria of distribution shall be based on rates of R1, R2 bidders and so on subject to their matching of R1/negotiated R1 rates.
- c) **1.** In case R-1 bidder happens to be MSE and order is awarded to R-1 Bidder then benefit under Public Procurement Policy ,2012 shall not be applicable to other MSE Bidder (whether or not their rates fall within R1+15 % bracket).
2. In case lowest & Second lowest bid after reverse auctioning i.e. R-1 & R-2 happens to be Non-MSE and If any other techno-commercially acceptable bidder happens to be MSE and falls under the cost range of final landed rates/negotiated landed rates of R1 + 15%, then the said MSE bidders shall be given option to match the final landed rates/negotiated landed rates of R1 and share 25% of tendered quantity equally among them. After distribution of 25% of tendered quantity among MSE bidders, remaining quantity [i.e. 75% of tendered quantity of Sulphuric Acid] will be divided among R-1:R-2 as specified above.
3. In case R1 bidder is Non-MSE and R2 bidder is MSE (and falls within R1+15% bracket) then quantity to be allocated to R-2 bidder under MSMED Act (the 25% quantity for MSE bidder) shall be added in the balance 75% quantity . The total of above quantity shall be distributed between R-1/R-2 bidder in the ratio of 80:20.

Lets take Tendered quantity for example as 100 MT [EXAMPLE OF PROPOSED DISTRIBUTION]			
	MSE	Distribution Ratio	Remarks
R-1	YES	80 MT	
R-2	MSE/Non-MSE	20 MT	(subject to matching final landed rates/negotiated landed rates of R1)
R-3		NIL	
	MSE	Distribution Ratio	Remarks
R-1	NO	60 MT	
R-2	NO	15 MT	(subject to MSE bidders rates falling within final landed rates/negotiated landed rates of R1 + 15% and their matching of same rates.
R-3	YES	25 MT	
	MSE	Distribution Ratio	Remarks
R-1	NO	70 MT i.e. (75+12.5) MT *0.80	
R-2	YES	17.5 MT i.e. (75+12.5)MT * 0.20	(subject to MSE bidders rates falling within final landed rates/negotiated landed rates of R1 + 15% and their matching of same rates.
R-3	YES	12.5 MT i.e. 25MT / 2	
	MSE	Distribution Ratio	Remarks
R-1	NO	66.67 MT i.e. (75+8.34) MT *0.80	
R-2	YES	16.67 MT i.e. (75+8.34)MT * 0.20	(subject to MSE bidders rates falling within final landed rates/negotiated landed rates of R1 + 15% and their matching of same rates.
R-3	YES	8.33 MT i.e. 25MT / 3	
R-4	YES	8.33 MT i.e. 25MT / 3	

22 **EARNEST MONEY:**

22.01 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

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.

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.

22.02 **Forfeiture 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.

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

22.04 Earnest Money Deposit will not carry any interest.

22.05 **The tenders submitted without Earnest Money Deposit may be summarily rejected without any further reference.**

23. **SECURITY DEPOSIT: [5% of Total Basic Order Value]**

23.01 **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

The Tenderer shall furnish a Bank Guarantee from any of the scheduled Bank excluding Garmin/Co-op Banks in the format specified by NFL as per (Annexure) enclosed against the Security Deposit for the faithful and proper fulfilment of the contract. The BG should be valid for the Delivery Period plus 6 months claim period.

NOTE:

1. **Vendor shall also arrange confirmation of 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".**

2. **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

23.01 Cheques will not accept in any case.

23.02 A period of 15 days for depositing security money will be allowed.

23.03 The tenderer shall, however, have the option to furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin/Cooperative Banks in the form specified by NFL (see Annexure-VII) against Security Deposit for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for the duration of contract with a further claim period of three months. The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through the tenderer.

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

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

23.06 In the event of any breach of any terms and conditions of the contract, NFL shall have the right to draw from the Bank guarantee/security deposit either the whole or part of value of Bank Guarantee or Security Deposit and tenderer shall 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.

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

23.08 In the event of the forfeiture of whole or part of the security deposit, the tenderer shall deposit further sum/sums so as to maintain the full security amount deposit as per clause

23.09 The security deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by NFL. It shall be lawful for NFL, if any difference or dispute is likely to exist, to defer 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.

23.10 The security deposit shall not carry any interest.

24. ACCEPTANCE/REJECTION OF THE MATERIAL:

The material will be accepted as per NFL Laboratory Analysis and results. The results of NFL Laboratory Analysis will be binding on the supplier and payment will be released according to these results only. However, in case of abnormal variation in results of Lab. Analysis, telephonic intimation shall be sent to supplier. NFL may agree for joint inspection at NFL's Laboratory, if so, desired by the supplier.

25 PRICE ESCALATION/DESCALATION:

25.1 Basic price of Sulphuric Acid quoted by you will be subject to price fluctuation on the basis of Sulphur price as detailed below:

25.2 In case of increase / decrease in price of Sulphur, the price of Sulphuric Acid will be increased / decreased taking into account that for 1 MT of Sulphuric Acid, 0.35 MT of Sulphur is required.

For example, in case the Sulphur prices are increased from Rs.22,000/- to Rs.25,000/- (i.e. by Rs.3000/-), then the Basic price of Sulphuric Acid will be increased by Rs.1050/- Similarly, in case there is a reduction in price of Sulphur by Rs.3000/-, the Basic price of Sulphuric Acid will be reduced by Rs.1050/-.

25.3 Monthly D.O. will be issued for the monthly requirement depending upon our requirement. D.O. price will be fixed based on the equated Sulphur price as per quotation and any increase/ decrease based on the higher range of Bulk CFR – India Ex-Middle East Spot published in the latest 'CRU FERTILIZER WEEK BULLETIN' on/before the date of placement of D.O. Reference rate of RBI on the date of publication will be applicable for conversion of rates from USD to Indian Rupees. In case there is no reference exchange rate available on the date of publishing of CRU FERTILIZER WEEK BULLETIN, the latest exchange rate before the date of publication of CRU FERTILIZER WEEK BULLETIN shall be taken for conversion of rates from USD to INR.

25.4 After the fixation of rates, in case there is any delay in supply from the scheduled date of supply, the rate of Sulphuric Acid will also be subject to decrease in case Sulphur rates decreases after the scheduled date of supply is over. However, no increase will be applicable in case there is hike in the Sulphur prices after the delivery schedule date of supply is over.

26. VARIATION IN WEIGHMENT:

26.1 Weighment at weigh-bridge of NFL will be final and binding on the supplier.

26.2 Weigh-bridge tolerance for shortage observed in weight up to 0.5% will be allowed. No recovery shall be affected for shortage limited to the above.

26.3 In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.

27 DELIVERIES/LIQUIDATED DAMAGES:

27.1 Material shall be taken on "As and when required" basis. The delivery orders will be issued on monthly basis during the validity of Contract. Deliveries shall be taken in staggered manner. Vendors to confirm that they shall complete the Delivery Order quantity within 30 days from the date of issue of Delivery Order by NFL. The delivery orders released during the validity of contract shall be valid for execution even on expiry of validity of contract.

- 27.2 If the material is not delivered as per specified schedule, NFL reserves the right to either:
- (i) Purchase the material from OPEN MARKET at the risk and cost of the supplier.
 - (ii) Accept the goods at its sole discretion after imposing the penalty @ ½% (half per cent) of the invoice value (Basic price only) of the delayed quantity for every week or part thereof, of the period of such delay from delivery schedule, subject to a maximum of 5% of the DO value, (Basic Price) or
 - (iii) Treat the delay as default of Purchase Order and forfeit security deposit, terminating the Purchase Order forthwith and taking, other action/s against the supplier, within the provisions of the Purchase Order.

28 TRANSPORT & TRANSPORTATION INSURANCE :

- 28.1 Transit Insurance will be arranged by supplier at his own cost.
- 28.2 The statutory requirement as detailed below is to be followed while transporting Sulphuric Acid to NFL Plant in tankers.
- 28.3 As required under Rule 134 of the CMV Rules 1989, emergency information panel (EIP) in prescribed format should be available at three locations, i.e. on both sides plus rear side of the tanker.
- 28.4 Transport Emergency Cards (TERM CARDS) should be available with the Driver of the tanker as required under the Law.
- 28.5 As per Rule 9 of the OVM Rules 1989, Driver of the Tankers carrying hazardous material should get their licenses endorsed from Licensing Authority after successful completion of training for three days.
- 28.6 Mufflers/Flames arrestor must be provided on the exhausts of the tanker entering inside the hazardous areas like NFL Factory.
- 28.7 For entry of vehicles inside the factory premises, the following is to be ensured:
- a) Driver must have valid driving license,
 - b) Valid Registration
 - c) Valid Insurance cover of vehicle

29 No detention charges for the detention of Tanker will be paid by NFL.

- 30 The seller shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior consent of NFL.

31 PAYMENT TERMS:

The payment of material supplied will be made within 30 days after receipt and acceptance of material at our site by way of Electronic Fund Transfer (EFT). You will inform your bank account no., name and place of branch and branch code no., so that your payment 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.

32. The rate of GST applicable must be clearly mentioned in the quotation.
33. The total landed rate(s) including Transportation Charges will remain firm till the complete execution of the order. No revision in rate(s) will be allowed except for any increase/decrease in rates of statutory levies and duties, such as, GST on Sulphuric Acid.

34. Offer VALIDITY:

Tender must be valid for acceptance for 90 days from the Tender opening date.

35. The prospective tenderers having any common Partners/Directors/Managing Partners, etc. or having any other common criteria shall be considered as Sister/ Group/ Associates Company, in such cases only one of them will be eligible for participating in the tender.
36. One person will be allowed to represent only one company during discussions/ negotiations with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
37. Tenderers shall confirm that no other Firm/Sister concern/Associate belonging to the same group is participating/submitting online bid against this tender.
38. Tenderers shall confirm that they/their associate or their Sister concerns etc, have not been Blacklisted by any Institutional agency/Govt. Deptt./Public Sector Undertaking in the last two years.
39. It shall be certified by the tenderer that none of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately).
40. It shall be certified by the tenderer that none of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).
41. 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.
42. Should a tenderer or contractor have a relation/s or in case of a firm or Company of contractor's one or more of its shareholders or relations of shareholders employed in the N.F.L., the tenderer must disclose the names of such relation/s while submitting his offer, failing which, N.F.L. may at its sole discretion reject the tender or rescind the contract.
43. In case the tenderer is an authorized distributor, he should submit a back up letter from the principal manufacturer guaranteeing that they will stand by the contract. Back up letter should be specific for this tender and should be enclosed with the un-priced commercial part of the tender.
44. NFL reserves the right to accept or reject at its sole discretion any bid/ all bids in whole or part &/or except other than lowest bid without assigning any reason thereof.
45. No enhancement of rates will be allowed once the quotation is accepted and the order is placed. Withdrawal from the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice of our rights of legal remedies.
46. No escalation will be allowed due to any increase in duties/levies in case of extension sought by the parties beyond stipulated delivery period.
47. 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.
48. 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.

49. 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.

50. 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.
51. 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.
52. 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.
53. 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.
54. **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 terminates 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.
55. **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 out of the by and contract between by the and parties between that the 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.

56. The supplier shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by

the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract.

If the NFL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, NFL shall be entitled to recover the said amount from any security or other guarantee available with the NFL under the contract.

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

58. **Jurisdiction**

All action at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in Nangal Court in Ropar Distt. in the State of Punjab.

59. 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 and amendment dated 23.02.2023 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.

60. NFL reserves the right to accept or reject at its sole discretion any bid/ all bids in whole or part &/or except other than lowest bid without assigning any reason thereof.
61. **Any Other Comment / Information /Remarks** :No Deviation to the terms & conditions of NIT is allowed. The offer with any condition / deviations may be rejected at Sole option of NFL. However Vendor may offer comments or deviations if any.

(UPENDER DUGGAL)
Dy. Mgr.(Mtls.)

TECHNO-COMMERCIAL BID TEMPLATE

Item: Sulphuric Acid, Technical Grade having Minimum purity 98% conforming to IS-266/1977/1993 (As Revised up to date).

Sr. No.	Description	NFL Requirement as per NIT	Vendors Comment (Agreed / If not Agreed, Please Comment)
1	Item Specification	Sulphuric Acid, Technical Grade having minimum purity 98% conforming to as per IS-266/1977/1993 Revised up to date.	
NOTE	1	Bidder shall furnish the documents as per Eligibility Criteria.	
	2	Price Bids of only those bidders will be opened, who will meet the Eligibility Criteria.	
2	Total Quantity (MT)	1000 MT	
3	Reverse Auction	Reverse Auction shall be carried out as per Terms and Conditions of the GEM Portal.	
4	Documents uploaded	Documents uploaded as per NIT	
5	Quantity Variation	+ 10 % at the Sole Option of NFL.	
6	Earnest Money Deposit	Rs. 1,00,000/- as per Clause 7.00 of Terms & Conditions (Annexure-I) (Exemption to MSE Vendors to submit EMD, against submitting of valid MSE Registration Certificate alongwith offer) The tenders submitted without Earnest Money Deposit may be summarily rejected without any further reference.	
7	Security Deposit	5% of Total Basic Order Value.	
8	Offer Validity	90 Days	
9	Price Basis	Please confirm that quoted prices are on FOR Basis . (Tenderer to quote FOR Price inclusive of all i.e. Basic Price + P&F + Freight + Transit Insurance + GST etc.)	

10	Acceptance/Rejection Criterion of Quality	The material will be accepted as per NFL Laboratory Analysis and results. The results of NFL Laboratory Analysis will be binding on the supplier and payment will be released according to these results only. However, in case of abnormal variation in results of Lab. Analysis, telephonic intimation shall be sent to supplier. NFL may agree for joint inspection at NFL's Laboratory, if so, desired by the supplier.	
11	Payment Terms	100% within 30 days of Receipt & Acceptance of Material at Site.	
12	Mode of Payments	By Electronic Fund Transfer (ETF). Party is requested to provide their 11 digit Core Banking Account No., enabling NFL to arrange the transfer of due payment in their account directly through our SBI Branch situated in Naya Nangal complex. Any Bank Charges for this facility of direct credit by State Bank of India, Naya Nangal to their bank account will be borne by the party/ tenderer.	
13	Contract Validity Period	12 months with Provision of 3 Months Extension at the sole option of NFL as per Clause 4 of NIT Document.	
14	PRICE ESCALATION /DESCALATION	Basic price of Sulphuric Acid quoted by you will be subject to price fluctuation on the basis of Sulphur price as detailed below: In case of increase/decrease in price of Sulphur, the Basic price of Sulphuric Acid will be increased/decreased taking into account that for 1 MT of Sulphuric Acid, 0.35 MT of Sulphur is required.	
15	Monthly D.O and fixation of price	Monthly D.O. will be issued for the monthly requirement depending upon our requirement. D.O. price will be fixed based on the equated Sulphur price as per quotation and any increase/ decrease based on the higher range of Bulk CFR – India Ex-Middle East Spot published in the latest 'CRU FERTILIZER WEEK BULLETIN' on/before the date of placement of D.O. Reference rate of RBI on the date of publication will be applicable for conversion of rates from USD to Indian Rupees. In case there is no reference exchange rate available on the date of publishing of CRU FERTILIZER WEEK BULLETIN, the latest exchange rate before the date of publication of CRU FERTILIZER WEEK BULLETIN shall be taken for conversion of rates from USD to INR.	

16	Supplies after schedule delivery date	After the fixation of rates, in case there is any delay in supply from the scheduled date of supply, the rate of Sulphuric Acid will also be subject to decrease in case Sulphur rates decreases after the scheduled date of supply is over. However, no increase will be applicable in case there is hike in the Sulphur prices after the delivery schedule date of supply is over.	
17	Weighment Variation	Weighment at weigh-bridge of NFL will be final and binding on both. Weigh-bridge tolerance for shortage observed in weight up to 0.5% will be allowed. No recovery shall be affected for shortage limited to the above. In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.	
18	Liquidated Damages for Delay in Supply	1/2 % per week subject to Maximum 5 % of Delivery Order Value.	
19	GST %age	Bidder to mention GST Rate applicable on the offered items.	
20	Price Basis	Quoted rates should be based on the higher range of Sulphur (Ex-Middle East Spot) price as per 'CRU FERTILIZER WEEK BULLETIN' dated 24.07.2025 (i.e. USD 280 PMT and exchange rate of Rs.86.405 per USD)	
21	DIVIDING THE QUANTITIES BETWEEN SUPPLIERS	Since, Sulphuric Acid is vital input required for maintaining production in uninterrupted manner/without causing any constraints, NFL shall have sole and unfettered discretion to place Purchase Orders on multiple suppliers for quantities, which will be distributed amongst the tenderers in a just manner, as per Clause 21 of NIT Document.	
22	Delivery Period	Material shall be taken on "As and when required" basis. The delivery orders will be issued on monthly basis during the validity of Contract. Deliveries shall be taken in staggered manner. Vendors to confirm that they shall complete the Delivery Order quantity within 30 days from the date of issue of Delivery Order by NFL. The delivery orders released during the validity of contract shall be valid for execution even on expiry of validity of contract.	
23	Offered qty. per month	Vendor to quote maximum qty. per month which they can supply during the contract period.	

24	Detention Charges	No detention charges for the detention of Tanker will be paid by NFL	
25	Any Other Comment / Information /Remarks	No Deviation to the terms & conditions of NIT is allowed. The offer with any condition/deviations is liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	
26	Subletting	The seller shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior consent of NFL.	
27	Relationship	• 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.	
28	MSMED Registration	Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises. Also confirm if the MSMEs owned by SC/ST Entrepreneur and if so, attach relevant certificate issued by authorities concerned.	
29	Make in India	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.	
30	UNFAIR TRADE PRACTICES	IF A TENDERER RESORTS TO ANY FRIVOLOUS, MALICIOUS OR BASELESS COMPLAINTS/ ALLEGATIONS WITH AN INTENT TO HAMPER OR DELAY THE TENDERING PROCESS OR RESORTS TO CANVASSING/ RIGGING/ INFLUENCING THE TENDERING PROCESS, NFL RESERVES THE RIGHT TO DEBAR SUCH TENDERER FROM PARTICIPATION IN THE PRESENT/ FUTURE TENDERS UP TO A PERIOD OF 2 YEARS."	

31	Declaration	A) Tenderers shall confirm that no other Firm/Sister concern/Associate belonging to the same group is participating/submitting online bid against this tender. B) Tenderers shall confirm that they/their associate or their Sister concerns etc, have not been Blacklisted by any Institutional agency/Govt. Deptt./Public Sector Undertaking in the last two years. C) 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. D) Should a tenderer or contractor have a relation/s or in case of a firm or Company of contractor's one or more of its shareholders or relations of shareholders employed in the N.F.L., the tenderer must disclose the names of such relation/s while submitting his offer, failing which, N.F.L. may at its sole discretion reject the tender or rescind the contract.	
32	RESTRICTION CERTIFICATION (As per Sr. No. 60 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.	
33	Supply of Sulphuric Acid in Tankers	Bidder shall confirm that they will supply Sulphuric Acid in Tankers of capacity up-to 32 MT. However, NFL may take Tanker of capacity more than 32 MT, as per Plant requirement.	
34	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI)- Applicable for Micro, Small and Medium Enterprises.	• No • Yes, RXIL/A-Treds/M1Xchange • Registration Number- (tick agency with whom you are registered along with registration No)	
35	BID/Performance Security Declaration	Bidders must submit Bid/ Performance Security Declaration Form as per Annexure XXII (enclosed)	
36	Debarred	Vendor to confirm that they have not been debarred in any Unit of NFL.	

Eligibility Criteria		
S. No.	Eligibility Criteria	Supporting Documents required
1	The bidder should be a manufacturer of Sulphuric Acid.	Bidder shall furnish a copy of valid Industrial licence/Factory Licence or any other documentary proof being manufacturer, issued by statutory Authority / Govt Agency.
2	The bidder should have supplied <u>Sulphuric Acid (Technical Grade with minimum purity of 98% confirming to IS: 266/1977/1993 revised up to date)</u> in a year during the last 5 (five) years ending last day of the previous month in which NIT has been issued.	i) Copies of Purchase orders in support of having supplied at least 800 MT of Sulphuric Acid in one year with full technical specifications including purchase order quantity. ii) The certificates/ testimonials from the Manufacturer's own Laboratory or any other Laboratory certified from Government Agency regarding Technical Grade with minimum purity of 98% confirming to IS: 266/1977/1993 revised up to date.
3	The average annual financial turnover of the bidder during the last three financial years i.e. 2021-22, 2022-23 and 2023-24 should not be less than Rs. 55.27 lakhs.	Bidder shall submit copies of Audited Profit & Loss Account and Balance Sheet with UDIN for the last three financial years i.e.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.



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 Okhandiar
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

_____ here in after referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for Sulphuric Acid (1000 MT) (RM-4300000600). 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.
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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.
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7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.
8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken, visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

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

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

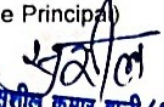
Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
 - Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
 - If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
 - Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
 - A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
 - COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:
"The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."
-

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)


सुशील कुमार बाली / Sushil Kumar Bhatti
वरिष्ठ प्रबन्धक (सागरी) / Sr. Manager (Mats)
नेशनल फर्टिलाइजर्स लिमिटेड / N.F.L.
नंगल इकाई, नया नंगल / Nangal Unit, Naya Nangal

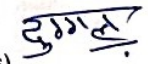
(Office Seal)

Place: Naya Nangal

Date: 16/11/2025

Witness 1:

(Name & Address)


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

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)


प्रविण चहाल / PRAVIN CHahal
सहायक प्रबन्धक (सागरी) / Asst. Mgr. (Mats)
नेशनल फर्टिलाइजर्स लिमिटेड / N.F.L.
नंगल इकाई / Nangal Unit

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)

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 and amended on dated:19.07.2024

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 and amended dated: 23.02.2023

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)

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, Belevredre 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 Okhandiar
House No. 154
Silveroak Resort, Rajnukunte
Bengaluru-560064
E-mail: rajit123@gmail.com;