



**NATIONAL FERTILIZERS LIMITED  
NAYA NANGAL**

**TENDER FOR CAUSTIC SODA LYE  
RM-17/2021 Dated 15.11.2021**

**NATIONAL FERTILIZERS LIMITED**  
MATERIALS DEPARTMENT, NFL Nangal Unit

**Tender Ref. No.:** RM/2021/17

Date: 15.11.2021

**Mode of Tendering**

National Fertilizers Limited (NFL), A Govt. of India Undertaking referred to herein as the Owner intends to line up the contract for supply of **CAUSTIC SODA LYE (on 100% basis)** for its plant located at Naya Nangal (Punjab). Vendors are invited to submit the Techno-commercial proposal and price proposal for the said scope of work through e-tendering Portal [www.tenderwizard.com/NFL](http://www.tenderwizard.com/NFL). The tender submission, bid closing and tender opening will be done electronically.

**Special Terms & Conditions**

Vendors are invited to submit their online Tender in **"TWO PART BID"** system i.e. **Techno-commercial Bid Proposal and Price Bid Proposal** for the said Scope of Work through e-Tendering. Methodology for submission of proposal has been detailed here under in this document.

1. The procurement shall be made through e-tendering process. The offers in this process are required to be submitted electronically in place of offers in 'hard copy under sealed envelope' as being done conventionally.
- ~~2. In case vendor fails to submit the Requisite EMD, prior to bid opening (as per tender schedule), the offer is liable to be rejected and may not be opened.~~
3. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
4. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.
5. **REGISTRATION**
6. 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link **"Online bidder Enrollment"** on the CPP Portal which is free of charge.
7. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
8. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
9. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
10. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
11. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

12. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

13. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
14. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

15. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
16. 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.
17. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
18. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

### **SUBMISSION OF BIDS**

19. 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.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- ~~21. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.~~
- ~~22. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.~~
23. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

24. 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.
25. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
26. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
28. 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**

29. 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.
30. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**31. Site Compatibility**

Browser used	<b>Firefox</b>
Full version	<b>35</b>
Your OS	<b>Windows</b>
Cookies Enabled	<b>Yes</b>
Your Screen Resolution	<b>1366 x 768</b>
Java Enabled	<b>Yes</b>
Java Version	<b>1.8.0_111</b>
JWS	<b>true</b>
Java Deployment Toolkit 8.0.1110.14	<b>11.111.2.14</b>
Java(TM) Platform SE 8 U111	<b>11.111.2.14</b>

**Note: The portal is compatible for the following browser version**

IE	<b>10 and above</b>
Firefox	<b>42 to 49</b>
Firefox ESR	<b>52</b>

**NFL (For Tender Details):-**

Mr. UPENDER DUGGAL,  
Am (Mtls.),  
National Fertilizers Limited; Naya Nangal-  
140126  
Phone: 01887-220568; Fax:01887-220541  
Mob : 9463126039; Email:  
upenderduggal@nfl.co.in

32. The tenders will be opened electronically by us from our Nangal office. Bids cannot be submitted after the bid submission due date and time as per the schedule. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically.
33. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
34. All tenders should be submitted online digitally signed and sealed by using digital certificate.
35. 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.
36. No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
37. NFL reserves the right to reject or accept any tender without giving any reason.
38. **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.

39. The activity defined for vendors are Download of Tender document, Bids Preparation and Hash Submission, Re-encryption of Online bid and Uploading of bids.
40. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.
41. During the Bid Preparation and Hash Submission Stage, the bidders who have downloaded the tender document during the previous sequence will be preparing their bids and submitting their bid signed hashed online. Additionally, hashes will be generated for each single document (files) that is committed to be part of the bid. The bids will be prepared and hashes will be generated and signed envelope-wise. The signatures will be done digitally using DCs.
42. During Re-encryption of Online Bid sequence the bidders will re-encrypt their bid data and upload the documents for which hashes have been generated and submitted during the bid preparation and hash submission stage. The bids will be re-encrypted with the public key of the proprietary key pair that has been assigned to this tender.

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

44. The offer shall be submitted, electronically as per following schedule:

**Tender Schedule**

<b>Tender Stage</b>	<b>Date &amp; Time</b>	<b>Tender Stage</b>	<b>Date &amp; Time</b>
TENDER START DATE & TIME	15.11.2021 13:00	TENDER END DATE & TIME	22.11.2021 14:30
BID CLARIFICATION DATE & TIME		BID SUBMISSION END DATE & TIME	22.11.2021 14:30
TECH. BID OPEN DATE & TIME	23.11.2021 15:00	PRICE BID OPEN DATE & TIME	TO BE DECIDED LATER

45. **The quantity of Caustic Soda Lye as per Annexure I is on 100% basis is the approximate total quantity required over a period of One month.**

46. The rates quoted must be per MT of CS Lye on 100% concentration basis.

47. 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, on Caustic Soda Lye.

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

49. 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.

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

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

52. 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. Opening of Price bid shall be notified later in due course of time.

53. NFL reserves the right to negotiate with the lowest bidder after conclusion of e-tender process at its sole option. In such case, the negotiations shall be held with the lowest bidder only at NFL Nangal Unit and prior intimation shall be given by NFL to such bidder.

54. The quantity indicated herein is our estimated requirement for one month, which may vary as mentioned at Sr. No. 56 below.

55. **Payment Mode**

Payment shall be released by ECS (Electronic Clearing System) or EFT (Electronic Fund Transfer). Successful vendors shall provide the requisite details of their Account No., Name & Branch code of Bank, Acceptance/request for release of payment by ECS/EFT, to the Finance and Materials deptt. of NFL.

56. **Approximate Quantity:**

The approximate required quantity of Caustic Soda Lye is **350 MT**. NFL however does not guarantee for placement of order for any minimum quantity. Further, in event of order, the actual quantity may increase / decrease by 10% at the sole option of NFL.

57. Offers of only those participating parties will be considered for price bid opening/evaluation who meets the following:

S. No.		<b>Documents Required (To be Uploaded)</b>
1	The tenderer should be a Manufacturer or an authorized dealer of manufacturer of Caustic Soda Lye.	(i) Manufacturer shall submit self-certification on their letter head that they are manufacturer of C S Lye.  (ii) In case the manufacturer want to quote through their authorized dealer/distributor then authorization certificate from the manufacturer is required in addition to (i) above. Tender specific approval is required from manufacturer and authorized dealer/distributor shall confirm that Caustic Soda Lye will be supplied by them from Prime source, in case order is bagged by them.
2	The tenderer should have executed one order of at least 100 MT in one year during last two years during the period of 01.11.2019 to 31.10.2021.	Self-attested Copies of fully executed P.O.s and Completion Certificates from Customers with contact details from which the details can be verified.

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## Annexure-I

**Tender Ref. No.:** RM/2021/17

### **TERMS & CONDITIONS**

**The Specifications of the Caustic Soda Lye required by us are enclosed at Annexure – II**

Rate is to be quoted on F.O.R. Destination basis.

The quoted rate shall remain firm during the validity period of Purchase Order except for variation in statutory levies. The increase in statutory levies, if any shall be borne by NFL. However in case of decrease in statutory levies if any, the payment shall be made on actual basis.

#### **1.00 Submission of Tenders**

- 1.01 Tenders will be submitted on line on the web site '<https://etenders.gov.in/eprocure/app>'. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- 1.02 All tenders should be submitted online digitally signed and sealed by using digital certificate.
- 1.03 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.
- 1.04 No amendment to the tender would be admissible under any circumstances, whatsoever after closing date and time of submission of tenders.
- 1.05 The tenderers must submit/upload online, one set of tender document duly digitally signed by using digital certificates in token of acceptance of all the tender conditions along with their techno-commercial bid failing which their tender may not be considered.
- 1.06 The rate quoted must be 'per MT' basis.
- 1.07 Rate is to be quoted on F.O.R Destination basis and strictly as per Proforma given in the attached Annexure-IV of these documents. The offers will be evaluated on the basis of landed rate per MT. Credit available, if any, on finished product, will not be considered for evaluation of offers.
- 1.08 The quoted rate shall remain firm during the validity period of Purchase Order except for variation in statutory levies. The increase in statutory levies if any shall be borne by NFL provided the supplies are as per schedule and submission of documentary evidence. However in case of decrease in statutory levies if any, the payment shall be made on actual basis.
- 1.09 Tenderers must mention their GST No. / PAN allotted by statutory authorities in the Technical Bid positively.
- 1.10 In case of non-compliance of Commercial Terms & Conditions of NIT, loading criteria as per Annexure-V shall be applicable.
- 1.11 No enhancement of rates will be allowed once the quotation is submitted/accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.

- 1.12 No escalation will be allowed due to any increase in duties/levies in case of extension sought by the parties beyond stipulated delivery period.
- 1.13 Tenderers shall confirm that they will supply the material securely packed in a good transport worthy packing so as to avoid damage to the material during transit and storage.
- 1.14 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.
- 1.15 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.
- 1.16 Tenderers shall confirm that no other Firm/Sister concern/Associate belonging to the same group is participating/submitted online bid against this tender.
- 1.17 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.
- 1.18 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).
- 1.19 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).
- 1.20 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.
- 1.21 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.
- 1.22 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.

2.00 **MSMED Declaration**

In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category in your Offer enclosing the following documents, if applicable:

- a) A copy of UAM (Udyog Aadhar Memorandum) / Relevant certificate as applicable under MSMED.
- b) Please also indicate whether the MSE owned by SC/ST Entrepreneurs. If yes, attach relevant category certificate issued by authorities concerned.

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

However, NFL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.

**3.00 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.

**4.00 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.

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

5.01 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.

5.02 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.

5.03 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.

**6.00 Validity of Tenders:**

The tenders must be valid for acceptance for 90 days from the tender opening date.

**7.00 EARNEST MONEY:**

Vendor shall submit Bid Security Declaration Form as per Annexure-A

**8.00 SECURITY DEPOSIT: [3% of Total Order Value]**

8.01 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**

i) **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(MtIs.)  
NATIONAL FERTILIZERS LIMITED  
NANGAL UNIT-140126  
DISTT. ROOPNAGAR, PUNJAB

8.01 Cheques will not accept in any case.

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

8.03 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.

8.04 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.

8.05 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.

8.06 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.

8.07 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.

- 8.08 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
- 8.09 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.
- 8.10 The security deposit shall not carry any interest.
- 9.00 **Clarification:**  
For any clarification against this Invitation of Bid, please contact Sr. Manager (Mtls.), NFL Nangal Unit. on Phone No. 6280529227.
- 10.00 **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 extra payment will be made on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.
- 11.00 **Period of Contract:**  
The Purchase Order will remain in force for a period of One Month for supply of material in staggered manner against Delivery Order(s) issued by NFL from time to time depending upon its actual requirement, within contractual validity period. However, NFL reserves the right to extend the same for a period of One (1) Month for taking delivery of balance quantity (if any) at its sole option.
- 12.00 The indicated quantity is tentative only. NFL however, does not guarantee for placement of order for any minimum quantity. Further, in event of order the order quantity may increase/decrease by 10% at the sole option of NFL.
- DELIVERIES SHALL BE TAKEN IN STAGGERED MANNER.**  
Material shall be taken on "As and when required" basis. The delivery orders released during the validity of Contract.
- 13.00 **PAYMENT TERMS**  
The payment of material supplied will be made within 30 days after receipt and acceptance of material our site.
- 14.00 The bidder / supplier shall provide a proper invoice in the form and manner prescribed under relevant section of GST Act.
- 14.01 Bidder / Supplier shall have valid GSTIN / GST, Provisional ID and provide Invoice and all other documentation (such as E Way bill, transportation copy of invoice, etc.) in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relations to payment of GST.
- 15.00 **ACCEPTANCE/REJECTION OF THE MATERIAL**
- 15.01 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 Laboratory Analysis, telephonic intimation shall be sent to supplier. We may agree for joint inspection at NFL's Laboratory, if so desired by the supplier.

15.02 The criteria for acceptance/ rejection and release of payment thereof shall be as under:

15.03 In case the you have despatched Caustic Soda Lye with concentration less than 47% and the concentration is found to be lower and upto 46% on analysis by NFL, Caustic Soda Lye will be acceptable with penalty i.e. two times recovery on prorata basis as per the Laboratory result of NFL.

$$\text{Penalty (Rs./MT)} = \frac{2 \times (47.3 - \text{actual \% of concentration}) \text{ basic rate of CS Lye}}{47.3}$$

However, the quantity of material received in terms 100% concentration shall be calculated taking into account actual percentage of concentration only as per NFL Laboratory analysis and results.

No tolerance in concentration shall be allowed in this case.

15.04 For concentration below 46% as per NFL Laboratory analysis, Caustic Soda Lye will be straightway rejected and the tankers will be returned without unloading.

15.05 For Caustic Soda Lye having concentration of 47% to 47.5%, payment shall be made on actual concentration basis and for concentration more than 47.5%, the material will be accepted but payment shall be made at the rate applicable to 47.5% concentration only. No rejection shall be done if concentration is beyond 48%.

A tolerance of upto -0.2% shall be allowed in this concentration range (47% - 47.5%) i.e. in case, you have dispatched the material having concentration 47% but at the time of analysis by NFL, the actual concentration is found to be 46.8%, then no recovery shall be made from you and payment shall be made for the concentration of 47% as claimed by you. Similarly, for this range (47% - 47.5%), in case the difference in concentration as claimed by you and as per NFL's Laboratory is upto -0.2%, then the payment shall be made for the concentration claimed by you. However, if the variation in concentration exceeds -0.2%, no tolerance shall be allowed and payment shall be made on the actual concentration received on analysis by NFL.

16.00 **Variation in Weighment:**

16.01 Weighment at weighbridge of NFL will be final and binding on the supplier.

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

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

17.00 **Deliveries/Liquidated Damages:**

17.01 Vendor to indicate shortest & firm delivery period for supply of material from date of issue of Purchase Order.

17.02 It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our order. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either:

- i. Recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered plus applicable

- taxes, if any subject to a maximum of 5% of the value of the order plus applicable taxes, if any, or
- ii. purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or
  - iii. cancel the contract without prejudice to our rights under (i) & (ii) above.

18.00 **Transit Insurance, Transportation**

18.01 **Transportation**

The responsibility of transportation and safe delivery of Caustic Soda Lye from your works to NFL Units at Nangal shall be yours. You shall ensure that transporter engaged by you for transportation of Caustic Soda Lye is following all applicable statutory obligations required for this purpose.

18.02 We shall put in our best efforts to unload the material on priority on working days. But in case of delay, we shall not pay any detention charges.

18.03 Transit Insurance will be arranged by supplier at his own cost.

19.00 If you are a Trader or Manufacturer's Authorised Dealer, you should submit the following along with your Un-priced Techno-Commercial Bid:

- (A) Name of the Manufacturer whose product will be supplied.
- (B) Manufacturer's detailed specifications/ MSDS/ MTC of the product indicating all the components as mentioned in our Tender Enquiry.
- (C) Authorisation Letter in your favour issued by your Principal to quote on behalf of them against this tender.

If you are a manufacturer of the offered item, please submit detailed specifications/ MSDS/ MTC indicating all the components as mentioned in our Tender Enquiry, along with Unpriced Techno-Commercial Bid.

20.00 **Baseless Complaint:**

If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future upto a period of 2 years.

21.00 **Subletting of Contract:**

The successful tenderer shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior written consent of NFL. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the PO/Contract and to purchase the goods elsewhere and successful tenderer shall be liable to NFL for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.

22.00 **Dividing the Quantities between Suppliers:**

Since, Caustic Soda Lye 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.

60% of the Tendered Quantity will be awarded to L-I Tenderer. For balance Quantity L-2 Tenderer will be asked to accept the rates (Landed Price), terms and conditions of L-I Tenderer. If L-2 Tenderer don't agree then L-3, L-4 or so on Tenderers will be asked to accept the same.

If no Tenderer agrees to accept the Rates (Landed Price), Terms and Conditions of L-I Tenderer in that condition, the complete Tendered Quantity will be awarded to L-1 Tenderer.

- 23.00 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.
- 23.01 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%.
- 23.02 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 practising Cost Accountant or practising Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.
- 23.03 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.
- 24.00 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.
- 25.00 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.
- 26.00 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.
- 26.01 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.
- 26.02 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.

## 27.00 **Force Majeure**

Neither party shall be considered in default in the performance of their obligations under the contract. If such performance is prevented or delayed or restricted or interfered with by reasons of war, hostilities, revolution, rebellion, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto or because of any act of God. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period of it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non performance if possible and shall continue performance hereunder with utmost efforts on cessation of force majeure events. The party invoking force majeure will inform the other party of the period for which the force majeure conditions continued along with authentic documentary evidence in proof of occurrence of Force Majeure events.

## 28.00 **Arbitration**

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

- (a) "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below: A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Unit Head, Nangal Unit/ DT/CMD (As the Case may be). Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five Crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act 1996 and any further statutory modification or re-enactment thereof and the rules made there under.

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

**The seat and venue of arbitration shall be Nangal Unit.**

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

**For CPSEs and Government Department:**

- (b) All commercial disputes between CPSEs inter se and CPSE(s) and Govt Department(s) Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 Dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/ Organizations shall be included as under: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated: 22-05-2018".

- 29.00 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.

- 30.00 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.

**31.00 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.

**32. 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](http://www.nationalfertilizers.com) along with the e-tender website.

The name & e-mails address of IEMs are as under:

- 1) Sh. Pramod Deepak Sudhakar      e-mail: [sudhakarpd2@gmail.com](mailto:sudhakarpd2@gmail.com)
- 2) Sh. Ajai Kumar                      e-mail: [ajai.kumar3@gmail.com](mailto:ajai.kumar3@gmail.com)

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



**Annexure-II**

**Tender Ref. No.:** RM/2021/17

Sr. No.	Description	Location of NFL Unit	Unit	Quantity
1.	<b>Caustic Soda Lye on 100% basis, Rayon Grade, conforming to IS-252/1991 (as revised up-to-date) with Purity of 47.5% ± 0.5%</b>	<b>NANGAL</b>	<b>MT</b>	<b>350</b>

**Annexure-III (A)**

**Tender Ref. No.:** RM/2021/17

<b>Sr.No.</b>	<b>Description</b>	<b>NFL Requirement as per NIT</b>	<b>Vendors Comment (Uploaded/Not Uploaded)</b>
1	The tenderer should be a Manufacturer or an authorized dealer of manufacturer of Caustic Soda Lye.	(i) Manufacturer shall submit self-certification on their letter head that they are manufacturer of C S Lye.  (ii) In case the manufacturer want to quote through their authorized dealer/distributor then authorization certificate from the manufacturer is required in addition to (i) above. Tender specific approval is required from manufacturer and authorized dealer/distributor shall confirm that Caustic Soda Lye will be supplied by them from Prime source, in case order is bagged by them.	
2	The tenderer should have executed one order of at least 100 MT in one year during last two years during the period of 01.11.2019 to 31.10.2021.	Self-attested Copies of fully executed P.O.s and Completion Certificates from Customers with contact details from which the details can be verified.	

**Annexure-III (B)**

**Tender Ref. No.:** RM/20021/17

**Technical Bid for Caustic Soda Lye**

<b>Sr.No.</b>	<b>Description</b>	<b>NFL Requirement as per NIT</b>	<b>Vendors Comment (Agreed / If not Agreed, Please Comment)</b>
1	Item Specification	Caustic Soda Lye as per specifications at Annexure-II enclosed.	
2	HSN	HSN Code for CS Lye	
3	Documents uploaded	Documents uploaded as per NIT	
4	Total Quantity (MT)	350 MT on 100% basis with Purity of 47.5% ±0.5%	
5	Earnest Money Deposit	Bid Security Declaration Form as per Annexure-A	
6	Security Deposit	3% of Total Order Value as per Clause 8.00 of Terms & Conditions (Annexure-I)	
7	Offer Validity	90 Days	
8	Payment Terms	100% within 30 days of Receipt & Acceptance of Material at Site as per Clause No. 13.00 of Terms & Conditions (Annexure-I)	
9	Mode of Payments	By ECS	
10	Material Test Certificate & MSDS	Submission of Material Test Certificate & MSDS along with supply at no extra cost to NFL.	
11	Acceptance/ Rejection of Material	As per Clause No.15.00 and its sub-clauses of Terms & Conditions (Annexure-I)	
12	Weighment Variation	As per Clause-16.00 of Terms & Conditions (Annexure-I)	
13	Liquidated Damages for Delay in Supply	1/2 % per week subject to Maximum 5 % of Delivery Order Value plus applicable taxes, if any ( As per Clause-17.02 of Terms & Conditions (Annexure-I)	
14	GST	The rate (%) of GST quoted & considered in Total Price to be mentioned by Vendor	
15	Quantity Variation	+/- 10 % at Sole Option of NFL as per Clause 12.00 of Terms & Conditions (Annexure-I)	
16	Delivery Period	Deliveries shall be taken in staggered manner. Vendors to indicate the shortest delivery period for supply of material from date of issue of Delivery Order by NFL.	
17	Deliveries shall be taken in Staggered manner	Material shall be taken on "As and when required" basis. The delivery orders released during the validity of Contract.	
18	Period of Contract	1 (One) Month as per Clause No.11.00 of Terms & Conditions (Annexure-I).	

19	Price Basis	Vendors to confirm that the Price has been quoted on FOR – Destination basis indicating all the elements in the Price Bid format. Evaluation will be done as per Clause no. 1.07	
20	Dividing the Quantities between Suppliers	<p>Since, Caustic Soda Lye 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.</p> <p>60% of the Tendered Quantity will be awarded to L-I Tenderer. For balance Quantity L-2 Tenderer will be asked to accept the rates (Landed Price), terms and conditions of L-I Tenderer. If L-2 Tenderer don't agree then L-3, L-4 or so on Tenderers will be asked to accept the same.</p> <p>If no Tenderer agrees to accept the Rates (Landed Price), Terms and Conditions of L-I Tenderer in that condition, the complete Tendered Quantity will be awarded to L-1 Tenderer.</p>	
21	Price Firmness	Vendors to confirm that the quoted prices will remain firm till execution of PO except variations in statutory duties/taxes	
22	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	
23	<b>MAKE IN INDIA</b>	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" June 2017 <b>Revision (Amended on 04.06.2020) copy enclosed</b> of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) as detailed at Sr No. 53 of tender document:-.	

		<b>The 'Class-I local supplier'/'Class-II Local supplier'</b> at the time of tender, bidding or solicitation shall be required <b>to indicate percentage of local content and provide self certification</b> that the item offered meets the local content requirement for <b>'Class-I Local supplier'/'Class-II Local supplier'</b> , as the case may be. They shall also give details of the locations (s) at which the local value addition is made.	
	I)	<b>The 'Class-I local supplier = The minimum Local content equal or more than =50%</b> <b>Indicate percentage of local content and provide self certification</b>	
	II)	<b>The 'Class-II local supplier = The minimum Local content equal or more than 20% but less than =50%</b> <b>Indicate percentage of local content and provide self certification</b>	
24	Relationship	A) None of NFL Employee is related to Owner / Director of Firm B) None of Ex-Employee of NFL is employed with vendor Firm	
25	Any Other Comment / Information /Remarks	/No Deviation to the Terms & Conditions of NIT are allowed. Offers with any condition/ deviations are liable to be rejected at sole option of NFL. However Vendor may offer comment, if any.	
26	Other Details		
A)	If you are a manufacturer of the offered item, please submit detailed specifications/MSDS/MTC indicating all the components as mentioned in the Tender Enquiry	Please submit detailed specifications/MSDS/MTC indicating all the components as mentioned in the Tender Enquiry	
B)	If you are a Trader or Manufacturer's Authorized Dealer, you shall mention/provide the following information		
	B(i)	Name of the Manufacturer whose product will be supplied	
	B(ii)	Manufacturer's detailed specifications/MSDS/MTC of the product indicating all the components as mentioned in our Tender Enquiry	
	B(iii)	Authorization Letter in your favour issued by your Principals to quote on behalf of them	
27	PAN	PAN No. of Bidder	
28	GST	GST No. of Bidder	

29	Details of Contact Person	Please mention the name, address, mobile no., e-mail address of the concerned person.	
30	Declaration	<p>A) Tenderers shall confirm that no other Firm/Sister concern/Associate belonging to the same group is participating/submitted online bid against this tender.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
31	The tenderer should be a Manufacturer or an authorized dealer of manufacturer of Caustic Soda Lye.	<p>(i) Manufacturer shall submit self-certification on their letter head that they are manufacturer of C S Lye.</p> <p>(ii) In case the manufacturer want to quote through their authorized dealer/distributor then authorization certificate from the manufacturer is required in addition to (i) above. Tender specific approval is required from manufacturer and authorized dealer/distributor shall confirm that Caustic Soda Lye will be supplied by them from Prime source, in case order is bagged by them.</p>	
32	The tenderer should have executed one order of at least 100 MT in one year during last two years during the period of 01.11.2019 to 31.10.2021.	Self-attested Copies of fully executed P.O.s and Completion Certificates from Customers with contact details from which the details can be verified.	
33	Integrity Pact	Integrity Pact duly signed and uploaded	

**Annexure-IV**

**Price Bid template  
ITEM: Caustic Soda Lye**

Sr. No.	Item Description	Qty.	Per Unit Basic Rate (In ₹)	Per Unit P & F Charges [if any](%)	Per Unit P & F Charges [if any] (In ₹)	Per Unit GST (In %)	Per Unit GST (In ₹)	Per Unit Freight upto Nangal (In %)	Per Unit Freight upto Nangal (In ₹)	Per Unit GST on Freight [if any] (In %)	Per Unit GST on Freight [if any] (In ₹)	Per Unit Total Landed Rate per No. In ₹
			(1)	(2)		(3)		(4)		(5)		(1+2+3+4+5)
1	<b>Caustic Soda Lye on 100% basis, Rayon Grade, conforming to IS-252/1991 (as revised up-to-date) with Purity of 47.5% ± 0.5%</b>	350 MT										

**Note:**

1. The above quotation has been prepared after taking into account all the terms and conditions of Tender Document Downloaded by us.

**LOADING CRITERIA**

The tenderers must accept the terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of NFL. NFL however, may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, security deposit, liquidated damages, payment terms etc. by adopting the following loading criteria: -

1. **Offers received without EMD:**

~~EMD amount (absolute value), as required in the NIT shall be loaded on landed cost of total offer value.~~

2. **Non-submission of SD:**

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder, for example, NIT calls for bank guarantee for 3% then loading shall be done as under:-

Bank guarantee for SD	Loading Criteria
Less than 3%	(3%- (quoted percentage)) of basic price @ prime lending rate (SBI PLR + 1%); on shortfall in Bank Guarantee Value agreed by the bidder for delivery period with additional one month period.

3. **For discrepancy in acceptance of Liquidated damages due to delay in supplies:**

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

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

1. **Payment Terms:**

"If Deviation in Payment Terms: NFL will not make any advance/progressive payments. In exceptional cases, advance/progressive payments can be agreed subject to payment of interest @ SBI PLR + 1% and submission of acceptable unconditional Bank Guarantee (BG) of equivalent amount (including interest amount) as per 'NFL' format. The BG shall have sufficient validity, i.e., quoted delivery period + three months. For any advance/progressive payments guidelines of CVC shall be followed.

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

(a) **Interest calculation against Mobilization Advance.**

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

**(b) Interest calculation on progressive payment.**

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

<b>SN.</b>	<b>Payment Terms</b>	<b>Period of Loading</b>
1.	Against submission of Drawing.	Full delivery period less one month.
2.	Against drawing approval	Full delivery period less two months.
3.	Against placement of PO for raw material	<b>a)</b> If delivery period < 8 months Full delivery period less two months. <b>b)</b> If delivery period > 8 months Full delivery period less three months.
4.	Against Shipment of raw materials.	Full delivery period less five months or five months whichever is more.
5.	Against Receipt of raw materials.	Full delivery period less six months or four months, whichever is more.
6.	Against Payment for dispatch of materials / through bank	
6a	Foreign Bidders	Three months
6b	Indian Bidders	Depending on Delivery conditions viz. Ex-works – one and half months FOR destination – one month
7.	Against Payment within 30 days	Nil

-Interest will also be charged on advance payment if supplies get delayed beyond delivery schedule stipulated in the P.O.  
-\*Interest on interest-free advance payment, if insisted by the bidder, shall be loaded at applicable prime lending rate (SBI PLR) + 1% or as may be indicated in the bidding documents.

## BID SECURITY DECLARATION FORM

(To be submitted on the Letter Head)

Date

Tender No.

To, DGM (Mtls.)  
National Fertilizers Ltd.,  
Nangal Unit

I/ we, the undersigned, declared 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 National Fertilizers Limited, Nangal Unit 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)

Annexure-VII

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)