

NATIONAL FERTILIZERS LIMITED : PANIPAT UNIT

NIT FOR GENERATION & SALE OF CARBON CAKE FROM NATURALLY DRIED CARBON LYING IN CARBON PONDS

A) SPECIAL TERMS & CONDITIONS

1.0 BACKGROUND:

National Fertilizers Limited (NFL) is 2nd largest producer of Nitrogenous Fertilizer Plants with a capacity to produce 3.568 million tonnes Urea per annum from its units located at Nangal & Bathinda in Punjab, Panipat in Haryana and Vijaipur in Madhya Pradesh.

NFL Panipat intends to sell Carbon lying in its 2 Nos. of carbon ponds located at the north end outside the factory boundary wall. The carbon lying in these ponds had been generated from the old ammonia plant using LSHS/FO as feedstock. The ammonia plant process has been changed over to Natural Gas feedstock and hence there is no further input of carbon in these ponds since November 2012. The quality of carbon lying in the carbon ponds must be accepted by the BUYER on “as is where is” basis.

NFL Panipat intends to seek bids from eligible parties (refer Eligibility Criteria Clause 4.0) to set up a plant to dissolve this carbon with water to make carbon slurry and convert the carbon slurry into carbon cake through Carbon Filter Press Unit so as to obtain carbon cake of suitable weight concentration of carbon as final product for complete purchase from NFL Panipat.

2.0 SCOPE OF WORK

2.1 SCOPE OF THE TENDERER

The scope of work of the TENDERER & BUYER shall include the following:

- (i) The BUYER would be required to install **dissolving unit** at the carbon pond premises at a suitable location to be allotted by NFL for dissolving the pond carbon into carbon slurry of pump-able concentration. The carbon slurry thus produced will be **pumped through pipe line** to be installed by the BUYER to transport it to the location allotted by NFL for the carbon cake filter press unit inside the factory boundary wall premises. The BUYER will install the **carbon cake filter press unit** at the allotted location for production of carbon cake of suitable weight concentration of carbon as final product for their 100% purchase from NFL Panipat. The water collected from the carbon cake filter press unit will be pumped back to the dissolving unit through pipeline by pumps to be laid by the BUYER at his own cost so as to optimise water consumption (this is essential to NFL and binding on the BUYER).

The TENDERER is hereby being informed and advised to make a visit to NFL Panipat Unit and acquaint himself of the existing Plant Layout, location of the Carbon Caking Plant dissolving unit and carbon cake filter press unit and the slurry transfer piping route and the water pumping back route as fixed by the Unit, the service roads available, movement restriction inside premises, gate entry / exit rules regulations for manpower and materials etc and also clarify any queries from General Manager (Technical Services & R&D) or the delegated Executive Engineer to the fullest satisfaction before submitting his quotation.

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- (ii) The BUYER would be required to do erection, commissioning, process operation, predictive, preventive and breakdown maintenance so as to operate the plant on full capacity on 24x7x365 basis and purchase back 100% of the final cake product thus produced from the filter press unit. The BUYER would also be required to meet the minimum fixed quantity purchase of carbon cake every year mentioned in this tender document. All the structures, equipments and buildings etc, as required, for setting up of the dissolving unit, pumping unit, transfer pipe line, carbon cake filter press unit, associated piping, associated instrumentation, associated cabling, associated measuring devices, associated accessories, associated buildings, manpower deployment for operation / supervision / maintenance / documentation etc will be supplied, erected and maintained properly by the BUYER at his own risk & cost. The BUYER would be required to maintain proper gate pass for all materials (properly described in terms of weight, size, material, name, etc) being brought inside the factory for installation so that outgoing gate passes can be issued properly at the end of the contract period.
- (iii) The TENDERER would be required to submit detailed list of all the inputs (in terms of quantity & rate of supply) that would be required by them from NFL viz. electrical power, filtered water, steam etc. It is hereby clarified that all inputs that would be required for operation of the said plant may be provided by NFL (based on the Project Proposal of the BUYER and agreed to by NFL) subject to its availability and its spare-ability by NFL Panipat from the nearest possible source in the NFL plant. All inputs thus required from NFL for the BUYER'S plant would be transported to the said plant through cable, pipelines etc by the BUYER to be installed at his own cost which shall compulsorily include installation of reliable quality (to be approved by NFL) Energy Meter, Flow Meter etc as per the input's specific requirement.
- (iv) The BUYER would be required to submit his detailed project proposal to NFL at the earliest date after issue of LOI and on clearance from NFL will carry out & complete the erection & commissioning at the earliest so that regular purchase of carbon cake can be undertaken by the BUYER. The essence is to maximise the purchase quantity of the carbon cake by the BUYER within the LOI contract period.

NFL specifies the duration of major activities to be maintained by BUYER from the date of issue of LOI as follows:

- a) Submission of detailed project proposal within 15 days.
- b) Study of the project proposal by NFL within next 15 days. If NFL requires more time for scrutiny and clarification from BUYER due to incomplete project proposal then NFL will not be bound by the time limitation and the overall time schedule will not be extended.
Otherwise if the delay is beyond 15 days attributable to NFL reason then the delay may be adjusted in the overall schedule on special written request from the BUYER for the exceeding days beyond the allowed 15 days subject to the approval of Unit In-Charge.

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- c) Site preparation, erection and commissioning within next 7 (seven months) from date of clearance by NFL in writing (FAX, e-mail etc).
- d) Lifting under minimum guaranteed off take (MGOT) as per relevant clause will start from the 9th (ninth) month from date of issue of LOI. If the BUYER can start the regular production and purchase of carbon cake within the above allotted time frame then the period from the early production date achieved by the BUYER up to the start-up of 9th month will be considered as an incentive period to the BUYER and the production and purchase of carbon cake within that period by the BUYER will not be considered for MGOT evaluation. For evaluation of yearly MGOT the 9th month will be taken as the 1st day of the next month after completion of 8 months from date of LOI (i.e. if the LOI is issued on 8th Sept 2013 then the yearly MGOT evaluation will start from 1st June 2014. Under this example case the yearly MGOT periods will be 1st June 2014 to 31st May 2015.)
- (v) The BUYER will operate plant on round the clock (24x7x365) basis with his manpower. The BUYER will also carry out required preventive / predictive / breakdown maintenance on round the clock basis to maintain smooth plant operation.
- (vi) Packing of the dry carbon will be done by the BUYER in suitable bulk good quality packing bags and bag mouth properly folded and stitched which shall ensure absolutely no spillage from the bags during loading operations and also absolutely no spillage during transportation from NFL premises to the BUYER'S destination storage house / warehouse. THIS WILL BE ONE OF THE MAJOR AND IMPORTANT COMPLIANCE ACTIVITIES OF THE BUYER.
- (vii) The packed material will be got weighed & analysed by the BUYER from NFL before despatch for billing & payment purposes. The BUYER will ensure that the entire loading operation of packed bags in truck after tare weighing is performed in presence of the security man delegated by NFL. If this is violated by the BUYER, then NFL will have the right to ask the BUYER to unload the truck and re-load it in again in presence of NFL security man. The BUYER will have to comply.
- (viii) BUYER shall lift total quantity of carbon cakes so produced at a price to be quoted / negotiated etc.
- (ix) All the equipment, pipeline, machineries engineering drawings, Project Proposal etc shall have to be got prepared from a standard & reputed design agency and thereafter to be got approved from NFL before starting the job.
- (x) Design, Erection & fabrication shall be carried out as per standard engineering practices.
- (xi) Safety, security, emergency medical attention & medical facility of all their manpower shall be BUYER'S responsibility. BUYER shall not implicate or demand anything from NFL on these important aspects in any way.
- (xii) All employees to be retained by the BUYER or his retained contractor will have to follow Safety & security norms as directed by NFL. The use of proper PPE

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and its compliance on day to day activities in the BUYERS plant will be the sole responsibility of BUYER and if found by NFL to be purposely being violated regularly or often then NFL reserves the right to terminate the contact.

- (xiii) Site preparation, if required, is BUYER'S responsibility and will be carried out under strict supervision of the BUYER with suitable information to NFL in advance for each day of such activity. Due care must be taken to avoid damage to NFL's property.
- (xiv) Water being generated out of Carbon slurry during caking process will be recycled back for reuse in dissolving unit.
- (xv) BUYER shall strictly ensure and avoid any spillage of carbon slurry or dry carbon. Any drainage/washing in plant containing carbon should be collected in pits and recycled back. NFL is always and regularly complying and performing within all laid down air and water discharge norms of SPCB and CPCB. BUYER shall also ensure the same standards in their plant.
- (xvi) BUYER shall arrange to obtain the required environmental clearances, if any, for installation & operation of the plant and transportation of Carbon cake.
- (xvii) Upon closure/termination of the contract and written clearance from NFL Panipat Unit Head after settlement of all dues and settlement of all disputes, the BUYER shall be permitted to dismantle and take back the carbon caking plants set-up by the BUYER under LOI / WO / Agreement at BUYER's own risk & cost as per standard safe procedure by following the NFL rules in-vogue regarding dismantling / loading in transport vehicle / gate pass etc on day to day guidance basis to be issued by NFL. In case of non-settlement of all dues and non-settlement of all disputes by BUYER within one year of expiry of LOI / WO / Agreement or early termination of contract by either NFL or BUYER, NFL Management may attach the BUYER's plant property and sell it out to recover its losses etc.

2.2 SCOPE OF NFL

- (i) NFL Panipat Unit shall provide land of the requisite size as quoted in the technical bid in its premises for installation of the carbon cake filter unit and land near the carbon ponds for installation of the dissolving unit. The piping route between the battery limit of dissolving unit and the battery limit of the filter press unit will be decided by NFL and the piping route will not be considered as land space issued to the BUYER. The land area allotted for the dissolving unit and carbon cake filter press unit will be discussed and marked by NFL and accepted by BUYER for which **LICENCE FEE** will be paid by the BUYER to NFL in advance on monthly basis from the date of LOI at a rate of **Rs 1320.00 per sq mtr per year (Rupees One thousand three hundred twenty) plus service tax as applicable**. This **LICENCE FEE** will be enhanced by 10% every year / every renewal on compounded basis from the date of issue of LOI. NFL will have the right to revoke the license on completion/termination as per provisions of the contract. In case of any default in payment of this LICENCE FEE by the BUYER, then NFL may consider to recover the same from the PBG of the BUYER.

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- (ii) NFL shall provide power (415 V) at NFL source on monthly cost reimbursement basis as per the UHBVN commercial rates **prevalent from time to time** (plus taxes, if any) based on the actual metered consumption of electrical power per month in their carbon dissolving / caking plants. Current rate is Rs. 8.66 per unit (kWh). Electrical power at 415 V will be made available from the nearest substation. The cost & scope of entire power cable laying & terminal equipment (NFL verified), good quality and reliable energy meter shall be completed as per guidelines and also shall be complying to statutory requirements of UHBVN etc which shall be in the BUYER'S responsibility.
- (iii) NFL shall provide 9K or 3K steam and filter water at NFL source (if and as required by the tenderer) on chargeable basis at the current cost of production of these inputs based on the actual metered consumption. This current rate will remain fixed for one year from date of LOI which is Rs 3037.00 per MT and Rs 11.00/M3 (plus all taxes extra) respectively. These rates will be increased by 10% every year on compounded basis from the date of issue of LOI which shall be valid for next one year and so on. Steam & filter water will be made available from the nearest location available and possible in the NFL plant. The cost & scope of entire piping laying & terminal equipment (NFL verified), flow-meters etc will be the BUYER'S responsibility. NFL advises the TENDERER that they must consider using such raw-materials and inputs in their process design (other than electric power, steam, filter water) which can be arranged by themselves. NFL does not envisage any other requirement of inputs for the contract process, however any other inputs required by the TENDERER mentioned in the techno-commercial bid or at a later stage by the BUYER after issue of LOI may be considered by NFL subject to its availability and spare-ability and at the pricing to be decided by NFL. The entire cost of laying of pipeline and flow meter will be in BUYER'S scope.

In case the BUYER does not install the flow meters as per requirement given above, then NFL will charge the BUYER at a maximum possible flow rate through the pipe calculated theoretically and booked at the rate of 24 hours x 30 days per month.

In case the installed flow meter becomes erratic or defective or gets damaged and the BUYER is not repairing or replacing the same within a stipulated time agreed and conveyed by NFL to the BUYER then flow rate through the pipe line will be booked at the maximum hourly rate indicated in previous two month at the rate of 24 hours x 30 days per month. It is advised by NFL to the BUYER that BUYER must have proper replacement warranties with the suppliers of flow meters for taking care of the above eventualities.

- (iv) NFL shall provide the facility of Weighbridge for weighment of inbound empty truck & outbound carbon loaded truck and issue of weigh-slips on free of cost basis subject to its availability. BUYER may have to make their own arrangement at his own risk & cost if NFL weighing bridge is not available.
- (v) NFL shall provide free drinking water at plant site.

3.0 AGREEMENT

The BUYER shall sign an agreement with NFL on a non-judicial stamp paper of Rs 100/-value within 30 days of issue of LOI on mutually agreed terms for the installation & safe operation of the carbon caking unit inside the NFL premises and safe handling and transportation of carbon in trucks by road from the BUYER'S carbon cake plant in NFL premises to the BUYER'S destination / warehouse as per Govt's / Statutory Board's prevalent rules & regulations.

The agreement shall also include suitable clauses to protect NFL interest and rights over its own land which will be leased out to the BUYER for a limited period for the purpose and scope as defined in the tender document.

The agreement shall also include peaceful vacation of the land property by the BUYER on expiry of the contract, LOI / WO validity or its early termination either by NFL or BUYER.

The agreement shall also include exclusive authority of the BUYER over its regular or contracted manpower to be engaged in the carbon caking plants and its proper and complete removal from NFL premises along with submission of their gate-passes on expiry of the contract, LOI / WO validity or its early termination either by NFL or BUYER.

The agreement shall also include suitable clauses restricting BUYER from using the NFL land for any other purpose / activity.

The cost of stamp paper shall be borne by BUYER. The text of the **AGREEMENT** will be provided by NFL along with the LOI.

The AGREEMENT shall be jointly signed by the authorised representatives of the BUYER and NFL duly witnessed with signature of the CEO / Unit In-charge of BUYER and NFL at NFL Panipat Office premises.

4.0 ELIGIBILITY CRITERIA OF BIDDERS:

The bidders must meet the following requirements in order to be considered suitable for participating in the Bid. The qualifying requirements shall be enclosed in cover 1 of the bid.

- i) Bidder should have experience in manufacturing / processing and handling of dry carbon / carbon caking plant of a minimum 3 MT/day capacity (on 100% dry carbon basis) on continuous basis for one year during the last five years ending 31.03.2013.. Bidder shall submit necessary certificate / documentation from the party for whom the work has been done, duly authenticated, in support of the above experience.
- ii) The bidder should have the proper certification / authorisation from Pollution Control Boards for using the hazardous waste. Certification from PCBs has to be submitted by the bidder.
- iii) The bidder should have a minimum average annual turnover of Rs 1.0 crore (Rupees one crore) during last three years. The duly audited / certified Balance Sheet of the last three years ending 31.03.2013 shall be submitted.

- iv) Company's PAN, PF Regn. No., ESI No. and latest Income Tax Return shall also be submitted.

5.0 Special clause regarding Hazardous Waste

Purchasers of hazardous waste defined under the Hazardous Wastes (Management & Handling) Rules 1989 notified under the Environment (Protection) Act, 1986 are required to have environmentally sound processing technique, efficient pollution control system & valid authentication from the State Pollution Control Board of handling such waste in addition to compliance of standards laid down under the Act. Violation of any provision of the rules and non-compliance with the standards are punishable U/s 15 of the same Act.

(B) General Terms & Conditions

1. Submission of tenders:

- 1.1. Oral, telephonic or telegraphic tenders will be not entertained.
- 1.2. All tenders should be submitted in sealed covers duly subscribed as "Tender for Recovery & Sale of Carbon Cake from Semi Solid Carbon Lying in Ponds at Panipat Unit". Tenders will be in two-bid form, (i) Techno Commercial Bid and (ii) Price Bid. Both these bids shall be in separate envelopes but shall be submitted simultaneously put inside a common sealed cover up to the date and time of opening of Tender. The common sealed cover should contain two separate sealed envelopes therein as follows:
 - i. First sealed cover (Cover 1) inscribing '**Techno Commercial Bid**' containing tender document along with following details and documents duly signed and stamped by the authorized representative of the tenderer and details/confirmation of **EMD for Rs. 1,00,000/- (Rupees one lakh only)**, Name of the tenderer should also be indicated on the cover.
 - ii. Second sealed cover (Cover 2) containing "Price Bid" duly completed as per Annexure I without any additional terms & conditions included in it and signed by Tenderer with seal which will be opened publicly on the Price Bid opening date and time specified. This sealed cover should be inscribed "PRICE BID DO NOT OPEN" in red. Name of the tenderer should also be indicated on the cover. The price bids quotation must be filled up both in terms of figures (value) & words. In case of any difference or legibility etc the value written in words will be considered as the quoted price.
 - iii. The following documents/information are required to be submitted in Techno-Commercial bid sealed cover;
 - a) One copy of this Tender Document duly signed & stamped on each page as token of un-conditional acceptance of Scope Of Work and All Terms & Conditions of this NIT / Tender Document.
 - b) Qualifying requirements of bidder as per clause 4.0 of Special condition of contract.

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- c) Bidder shall submit details of proposed caking unit which should clearly specify
 - (i) Detailed layout of the plant giving the total area required for the unit
 - (ii) Details of the equipment & structures to be erected
 - (iii) Requirement of power & any other utility inputs
 - (iv) Detailed procedure to be followed from carbon slurry input to packing, loading & dispatch of carbon
 - (v) Time required for erection & commissioning of the unit (shall be within and limited to the schedule given in clause 2.1.iv.
- d) Organizational chart of their organization & Bidder's profile.
- e) Power of Attorney for signatures to bid.
- f) Undertaking that all terms and conditions of the NIT are acceptable. In case of deviations, the same shall be mentioned by the Bidder separately and enclosed in the Cover-1 of Technical Bid.
- g) Undertaking that Bidder has made himself fully acquainted with the NIT Documents and the plant.
- h) Confirmation on validity of price bid for a period of 120 days from the date of opening of cover-1 of the offer.
- i) Information on whether any blood relation is working in NFL or not as per Annexure III.
- j) Un-priced Price Bid Performa as per Annexure-I.

1.3. The bidders who accept conditions of the NIT / Tender Document unconditionally in their Techno-Commercial offer under Cover-1 (refer Annexure-III) and submits all documents duly attested with original signature of authorized representative along with seal on all pages and which meets all the qualifying requirements in all aspects shall only be considered for participation in the price bid (that is only then his price bid will be opened).

The above-mentioned information/detail is mandatory for qualifying in Techno commercial bids.

1.4. For purpose of evaluation, preparation of comparative statement (CST) a total contracted quantity of 3000 MT dry carbon on 100% dry basis will be taken as cumulatively available in two carbon ponds. This however does not fix the quantity of our available carbon in two numbers carbon ponds. For quantity of carbon available that is available in our carbon ponds refer to clause 7.1 of this NIT/TD. Bidder hereby agrees that if he is issued LOI /Work Order, then as a BUYER, he commits to purchase the entire quantity of carbon lying in the Two carbon ponds of NFL Panipat as per Clauses 2.1.iv.d, 7.1, 7.2, 13 etc or his quoted MGOT in Annexure-I.

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- 1.5. Evaluation Criteria: The bidders will be evaluated on the basis of their bids submitted under Cover 1 and the price bids of only those bidders who qualify as per Eligibility Criteria (Clause 4.0) will be considered for opening of their price bids under Cover 2. The evaluation of price bid and declaration of BUYER will be done on basis of the highest quoted rate (H-1 Offer) subject to no deviations mentioned in the price bid. It is clarified that bidders should not mention any deviation/condition in the price bid under Cover 2. The bidder who still mentions such deviation/conditions in the price bid under Cover 2 will be asked once to withdraw all such deviations/conditions in the price bid under Cover 2 failing which NFL may reject the offer.

The comparative price evaluation of all bidders will be done as below to arrive at the H-1 bidder:

	TD/NIT conditions	Bidder 1	Bidder 2	Bidder 3
Quoted MGOT quantity (MT as 100% dry carbon)	(minimum 1500 MT 100% dry carbon every year	A (say)	AA (say)	AAA (say)
Quoted Rate (Rs/MT of 100% dry carbon)	Rs Per MT of 100% dry carbon	B (say)	BB (say)	BBB (say)
Contracted total quantity (MT as 100% dry carbon)	3000 MT of 100% dry carbon	3000	3000	3000
Period in which the bidder is committing to purchase the entire contracted quantity (months)	$(3000 \div 1500) \times 12 = 24$ months	$(3000 \div A) \times 12 = C$ months (say)	$(3000 \div AA) \times 12 = CC$ months (say)	$(3000 \div AAA) \times 12 = CCC$ months (say)
Gross sale value for the total contracted quantity in Rs		$B \times 3000 = D$ (say)	$BB \times 3000 = DD$ (say)	$BBB \times 3000 = DDD$ (say)
Loading of annual interest @ 12% on Gross Sale Value for the difference in period between 24months & the bidders calculated purchase period in months. (amount Rs) (PLR rate of 11% plus 1% extra)		$D \times (24 - C) \times 0.12/12 = E$ (say)	$D \times (24 - CC) \times 0.12/12 = EE$ (say)	$DDD \times (24 - CCC) \times 0.12/12 = EEE$ (say)
Net revenue realisation equated for a fixed purchase period of CC months		D + E	DD + EE	DDD + EEE
H-1 WILL BE DECLARED BASED ON HIGHEST VALUE (₹) FROM THE ABOVE CST OF THE THREE BIDDERS BASED ON THE CALCULATED NET REVENUE REALISATION EQUATED FOR A FIXED PURCHASE PERIOD OF 24 MONTHS , THAT IS WHICHEVER IS HIGHEST AMONGST THE VALUES (D + E), (DD + EE) AND (DDD + EEE).				

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- 1.6. NFL may terminate further line up of the subject contract process at any stage at its sole discretion.
- 1.7. The price bid must be submitted in the Proforma given at Annexure-I only.
- 1.8. The tenderers shall acquaint themselves fully and thoroughly with the terms and conditions and limitations including the scope requirement and official/statutory regulations conforming to which and subject to which the services are to be performed. Failure to do the same will neither absolve the TENDERERS or BUYERS of their obligations and duties under the contract nor any claim whatsoever shall be entertained on the plea of ignorance/overlooking.
- 1.9. No amendments to the tenders will be allowed under any circumstances after the receipt of tenders.
- 1.10. SELLER: Seller means National Fertilizers Limited, Panipat Unit and any officer nominated in on its behalf.
- 1.11. BUYER: Buyer means and includes the Firm/Company/Society/Proprietary firm in whose favour Letter of Intent (LOI) issued by the authorized officer of the seller.
- 1.12. CONTRACT: Contract means and includes Notice Inviting Tender / Tender Document & Terms and Condition of Contract (TCC), general and special instructions issued from time to time by SELLER, tender documents, letter of acceptance of bid, accepted schedule of rates, formal agreement, LOI and all these documents taken together and as modified from time to time in writing, shall be deemed to form part of the contract and shall be complimentary to each other.
- 1.13. If the tenderer has any relation whether by blood or otherwise with any of the officers/ employees of National Fertilizers Limited, the tenderer must disclose the relations at the time of submission of offer as per Annexure III, failing which National Fertilizers Limited shall reserve the right to reject the tender or rescind the contract.
- 1.14. If any information submitted by a tenderer at the time of submission of the tender is found to be untrue after the award of the contract or it is discovered that some information having a material bearing on the contract is suppressed, National Fertilizers Limited reserves the right to terminate the contract forthwith without any prejudice to any right, remedies, claims, etc. that may be available to National Fertilizers Limited.
- 1.15. One person will be allowed to represent the BUYER during discussions / negotiations with NFL.

2. Submission of tenders:

- 2.1. National Fertilizers Limited (hereinafter referred to as '**SELLER**') shall be under no obligation to entertain/accept any claim/demand of the tenderers for the cost, charges or incidentals for, or in connection with the preparation of and submission of tenders.

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2.2. **SELLER** shall have the sole and unfettered discretion to withdraw the invitation to tenders or reject any or all tenders without assigning any reason thereof. No correspondence/communication in this behalf from tenderers shall be entertained.

3. Postponement of tender opening date:

3.1. The SELLER shall have rights to postpone the tender opening date and/or time and place. If any change with regard to opening of tenders is effected, the same shall be intimated to all the tenderers who have submitted their bids well in time along with intimation of revised tender opening date and time.

3.2. The tenders shall be opened in the presence of the tenderers who may wish to be present. The tenderers may appoint their authorized representatives by due authorization, which shall be required to be produced on demand.

4. Acceptance/rejection of bids/tenders:

4.1. To accept or reject any bid in whole or in part shall be a sole and unfettered discretion of SELLER. The SELLER shall not be liable to specify reasons of such acceptance/ rejection. No further communication in this regard from the tenderers shall be entertained. The SELLER shall reserve the right to accept the highest and/or other than the highest tender.

4.2. SELLER shall not be liable to inform/convey any message to unsuccessful Tenders.

5. Earnest Money Deposit (EMD)

5.1. Earnest money of **Rs. 1,00, 000/- (Rupees one lakh only)** by way of demand draft in favour of National Fertilizers Limited, drawn on any Nationalized/Scheduled bank payable at **Panipat** may be enclosed along with tender. Tenders without EMD shall be summarily rejected.

5.2. Forfeiture of EMD:

The EMD shall be forfeited in case tenderer after having submitted the tender withdraws the same or changes quoted price after opening of techno-commercial bid within the period of validity or refuses to accept the sale order after communication of acceptance by NFL.

5.3. **EMD** of the BUYER (hereinafter referred to as BUYER) shall be refunded on submission of Performance Bank Guarantee as per the terms and conditions of the contract or the same may be got adjusted against the performance bank guarantee.

5.4. **EMD** of the unsuccessful TENDERERS shall be refunded as early as possible.

5.5. The EMD will not carry any interest.

6. In case tenderers desire any clarification to this tender, General Manager (Technical Services & R&D), National Fertilizers Limited, , Panipat Unit may be contacted during office hours and working office days only. The Phone No. is 0180-2652481 and Fax No. is 0180-2652515.

7. QUANTITY:

7.1 The approximate quantity of CARBON available for sale from NFL's Panipat Unit is 3000± 10% MT on 100% dry carbon basis. NFL Panipat will hand over the carbon ponds one by one to the BUYER. BUYER will be allowed to shift its mixing arrangement to the 2nd pond only if the pond under BUYER'S possession is completely emptied of all Carbon.

7.2 The buyer shall process & purchase a minimum of 1500 MT of carbon cake or higher quantity (on 100% dry basis) as agreed to by the BUYER and mentioned in the LOI every year from date of commissioning of the plant as per Clause 2.1.(iv) up to the validity of the WO/LOI. This shall be termed as Minimum Guaranteed Off Take (MGOT) for a period of each year. For calculating MGOT of a shorter period than one year probably at the final stage of contract, NFL may consider proportionate quantity for the same.

If NFL fails to supply raw material or utilities (already committed and which is being supplied) to the BUYER for more than 48 hours at a stretch at any period of time during the generation and purchase by the BUYER under MGOT for any reasons whatsoever then NFL shall suitably look into the issue on written request of the BUYER and may re-work the MGOT and convey the same to the BUYER accordingly.

7.3 The material for despatch shall be tested for moisture content at NFL's laboratory located inside the NFL premises. 15 numbers of samples shall be collected from different bags of the lot for despatch & analysed for moisture content. The results given by NFL's laboratory are to be considered as final. All the results shall be averaged out and the average figure of moisture content shall be utilised for arriving at the quantity of equivalent dry carbon (100% basis) based on the formula;

Quantity of dry carbon (100% basis) = Weighed qty. of lot x (1- avg. moisture,%/100)

7.4 The quantity of the carbon available is only approximate & quantity allocated by the SELLER, which may thus increase / decrease in the contract. However, it may be clearly understood that after the expiry of validity of the contract, no sale of Carbon will be permitted to the BUYER even if the Buyer for any reason does not lift the total allocated /available quantity. The BUYER will not have any claim whatsoever in this regard after expiry of the contract.

7.5 The SELLER shall have sole and unfettered discretion to sell the un-lifted material due to any default on part of the Buyer, to any Party other than the BUYER at the risk and cost of the BUYER. The buyer defaulting in lifting the material shall not claim any right in this regard.

7.6 The seller shall have the sole and unfettered discretion to decrease/increase the supplies to the BUYER.

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8. Quality

- 8.1. The Carbon to be supplied under the contract may have varying proportion of moisture.
- 8.2. The SELLER may monitor the quality of Carbon for moisture on regular intervals. However, the record of testing of moisture in SELLER'S Laboratory will be final and binding on the BUYER.

9. Price:

- 9.1 The tenderer shall quote the price as per proforma given at Annexure I.
- 9.2 The applicable sale price of Carbon cake shall be as quoted by the BUYER. All statutory levies such as Excise Duty, Sales Tax, Cess, etc. shall be to the account of the BUYER and will be payable by the BUYER extra, as applicable, at the time of invoicing.
- 9.3 The sale price will increase by 10% p.a. on compounded basis every year during validity of contract period / extended period effective from completion of one year from the scheduled date of production as per clause 2.1(iv)(d) or actual date of start of production whichever is earlier.
- 9.4 The price must be quoted in words & figures.

10. Payment:

- 10.1 The BUYER shall make 100% payment in advance once for each month to the SELLER for the quantity intended to be lifted preferably through e-transfer. The clearance to lift material against advance deposit shall only be permitted by NFL after realization of deposited amount in NFL's bank account.
- 10.2. Mere issue of LOI shall not create any right or interest on the part of BUYER to lift the material. Until 100% payment of the quantity intended to be lifted is received by the SELLER, the SELLER shall be under no obligation to supply the material.
- 10.3. The SELLER shall not entertain any claim on account of any loss/damage suffered by the BUYER for non-submission of 100% payment in advance as stipulated in Clause No.11.2.
- 10.4. The SELLER shall not pay any interest on the advance payment deposited for the intended quantity to be lifted by the BUYER.
- 10.5. Damage, if any, to the SELLER'S property or personal by any truck/trailer of the BUYER shall be made good by the BUYER to the full satisfaction of the SELLER.

11. Performance Bank Guarantee (PBG):

- 11.1 The BUYER shall arrange the Performance Bank Guarantee (PBG) directly to NFL from his/her Bank, through Registered AD, on his/her behalf, equivalent to 10% value calculated based on the quoted / negotiated rates of the guaranteed annual quantity in favour of the SELLER from a Nationalized or scheduled Bank for the faithful performance of the contract in the prescribed format annexed to this document. The value of the annual quantity will be

worked out on the basis of sale price of Carbon as entered in the contract. The bank guarantee will be required to be submitted by the BUYER'S BANK on acceptance of LOI by the BUYER within 30 days of communication of offer to the BUYER by NFL (SELLER).

- 11.2. If the BUYER fails to perform the contract within its terms and conditions or commits breach or deviates from any of the terms of the contract, the SELLER shall have the right to forfeit and encash the Performance Bank Guarantee (PBG).
- 11.3. The PBG shall be en-cashed and forfeited either in full or to the extent of the losses suffered by the SELLER due to the breach of the contract and/or non-fulfilment of the obligations by the BUYER under the contract. In case Security Deposit/Performance Bank Guarantee is less than the losses suffered by the SELLER, the BUYER has to make good the value of the Performance Bank Guarantee to the extent of amount so drawn within 15 days of intimation from the SELLER.
- 11.4. The PBG submitted by the BUYER shall be valid for a period of the contract with a claim period of six(6) months from the date of expiry of validity of the contract.
- 11.5. The security deposit/PBG shall not carry interest in case the same is made by way of demand draft. The Bank Guarantee shall be in such form and manner as may be approved by the SELLER (proforma is enclosed at Annexure II).

12. Weighment

- 12.1 Weighment of the material to be supplied to the BUYER shall be made on the basis of weight recorded at the seller's Weigh Bridge in the presence of BUYER'S authorized representative or agent and no claim in this regard will be accepted/ entertained.
- 12.2. Loading & despatch will be done between 9.00 A.M. to 05.00 P.M. on working days. NFL shall have sole and unfettered discretion to change the timings for loading and dispatches on closed holidays of NFL and National Holidays. However, same shall be mutually agreed to maintain dispatches on all days.
- 12.3. The sale of Carbon cake shall be on ex-works basis from the SELLER's Unit and the responsibility for loading, handling, transportation and charges etc. of Carbon cake will be borne & paid by BUYER. The responsibility to obtain any permission/no objection certificate from the concerned authorities including Pollution Control Board and also compliance of all statutory provisions regarding transportation of Carbon cake from the SELLER's Unit to the destination of the BUYER shall be solely the responsibility of the BUYER. The SELLER shall in no manner be held responsible for any act/omission contravening the provisions of any of the laws of the land during transportation and handling of material.

13 Penalty:

In case the BUYER fails to produce and fully lift the yearly MGOT quantity of carbon cake to be computed from the start of the 9th month as per Clause 2.1(iv)(d) then penalty (NON-REFUNDABLE) will be levied @ of 12% (twelve per cent) of the purchase value worked out at applicable basic price for the short lifted quantity during one year period. The penalty amount thus calculated will be recovered from the running account of the BUYER or recovered from the BUYER'S PBG by issuing a Debit Note. The penalty percentage has been considered to suitably protect NFL's loss of revenue due to less-purchase by the BUYER and hence extra burden of interest cost, shall remain fixed for the entire contract period including extended period, if any, which is based on the current PLR rate of 11 % plus 1% against rate variation.

In case, during 2nd year or extended period of contract, the available quantity of the carbon in ponds is less than the MGOT and all the ponds are completely emptied, the yearly MGOT will be revised accordingly.

If the BUYER has exhausted the available stock of good quality carbon in the existing carbon pond where the **Dissolving Unit** is installed and requires shifting of the same to another Carbon Pond, then the BUYER will submit his intentions in writing to NFL 30 days in advance. NFL will inspect and decide in writing a suitable date for changeover. Seven days will be provided by NFL to BUYER to shift the Dissolving Unit to another Carbon Pond. During the MGOT period when the shifting of Dissolving Unit has been carried out, then a maximum of 10 (ten) days shifting period or actual (if less than ten days) will be adjusted on proportionate terms in the MGOT quantity during that MGOT period.

14 Insurance:

The BUYER shall ensure coverage of Public Liability Insurance Policy for Carbon Caking Plants, transportation and handling of Carbon through road Trucks/ trolley. It is the responsibility of BUYER that any work force deployed for operation of Carbon caking plant & lifting of Carbon should have insurance coverage before entering Unit's premises. As sales are on Ex-works basis, the liability for Transit Insurance shall be the BUYER's responsibility. Damage, if any, to the SELLER'S property or personal by any Truck/ trolley or man-power of the BUYER shall be made good by the BUYER to the full satisfaction of the SELLER. NFL reserves the right to claim adequate, suitable and commensurate compensation from the BUYER on account of any damage caused to any plant, equipment, machinery and or its personnel due to any act or omission or negligence on the part of buyer or its transporter or any person on his behalf.

The BUYER shall indemnify and legally protect NFL and or its employees against all claims, action or suit arising out of or incidental to and/or, consequent upon the services provided by the buyer under the contract or due to the failure of the buyer in the performance of its obligations. NFL may also retain any amount out of Security Deposit/Performance Bank Guarantee or advance payment in case there is apprehension of any event or incident, which may require NFL to pay penalty, litigation expenses, charges etc.

15 TRANSFER OF PROPERTY

Material shall be considered sold once it is filled/ transferred in buyer's truck or any other carrier left in the premises of the SELLER. Any subsequent loss of material shall be the liability of buyer and buyer shall have to pay for that and thereafter the seller will be free from all liabilities and the same shall be treated as transfer of right under this contract and obligations if any of the seller in respect of the Product. **Seller shall not be liable for any claim for the losses or damages** or injuries suffered by the men or material of the BUYER.

16 **SECREC**y: Any information derived or otherwise communicated by the SELLER to the BUYER in connection with the contract shall be regarded as secret and shall not without written consent of the SELLER be published or disclosed to any third party or made use of by the BUYER except for the purpose of execution of the contract.

17 The BUYER shall not sublet or assign the contract or any part of it to the third party without obtaining the prior written consent/permission from the SELLER.

18 All correspondence shall be in triplicate and invariably bear reference to the contract number and date. All notices, complaints, communications and references under this contract shall be served/delivered by registered post or by hand at the address given hereunder:-

Address of the BUYER

Address of the SELLER

General Manager (Technical. Services & R&D)
National Fertilizers Ltd.,
Gohana Road Panipat 132106
Ph:- 0180-2652481to 485, Fax:- 0180-2652515

19 Force Majeure:

19.1 Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out any failure to carry out the terms of this contract where such failure is caused due to war rebellion, mutiny, civil commotion, fire, riot, earthquake, drought, floods, crop failure or act of God or due to any restraint or regulation of the state or Central Govt. or a local authority/authorities and technical failure of the plant which may force the shutdown of the plant. The Party so affected shall give a notice of such occurrence to the other party in writing within 10 days from the date of occurrence the force majeure condition, furnishing there with documentary evidence supporting the invoking of the force majeure. On cessation of the force majeure, the party invoking force majeure shall inform the other party of the period for which force majeure condition continued and shall also give documentary evidence thereof to this effect. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of 3 months, both the parties shall meet and decide about the future course of action for implementation of the contract.

20 Validity of the Contract:

20.1 This contract shall be valid for a period of two **years from the date of award of contract (LOI)** and can be further extended twice by six months each at the sole discretion of NFL. The validity of contract will normally expire if the entire carbon available in NFL Panipat carbon ponds is purchased by the BUYER through the carbon cake process within the 2 year period or in the extended periods. This decision to declare carbon ponds as empty of any good quality usable carbon will be taken by NFL.

20.2 NFL reserves the right to terminate the contract (Refer Clause 25).

21 No Waiver:

Failure of either party hereto to exercise any right hereunder or to claim for fulfillment of any terms hereof will not relieve, exempt or affect in any manner, the rights of the other party including the right to demand at any time strict and complete fulfillment of any or all provisions of this agreement.

22 Indemnity:

22.1 The BUYER shall indemnify NFL for any liabilities arising out of the complete operation within or outside NFL premises relating to the complete process.

22.2 The BUYER shall undertake to indemnify the SELLER for all claims for injury caused to any person whether a workman or not, while in or upon the site of the same and the said SELLER shall not be bound to defend any claim brought under the Workman's Compensation Act.

22.3 The personnel employed by the **BUYER** shall be at the sole responsibility & liability of the party and they will be the employees of **the BUYER and NFL shall have no relation with manpower so engaged**. NFL shall not bear any responsibility or liability whatsoever arising out of this contract including the liability under the Workmen Compensation Act or any other Act with regard to the personnel employed by the party. The BUYER shall also provide at his cost all statutory benefits to the persons employed by the party and NFL will not have any liability whatsoever on this account. NFL will have the right to ask for documentary evidence in this regard.

22.4 The BUYER shall peacefully vacate the NFL premises and withdraw all manpower engaged in the plant under the LOI and Contract on completion of the contract period or early termination of the contract.

23 OBSERVANCE & COMPLIANCE OF STATUTORY RULES/LAWS

23.1 The rights and obligations of the OWNER (**NFL**) and the BUYER and provisions of the CONTRACT shall be governed and construed by and in accordance with the laws of India.

23.2 The BUYER shall be singularly responsible to secure strict compliance with the provisions of all Central and State laws such as The Factories Act, 1948, EPF&MP Act, 1952, ESI Act, 1948/Workmen Compensation Act, 1923, Payment of Wages Act, 1948, Minimum wages act 1936, The Punjab Labour Welfare

Fund Act, 1965 etc. and any other rules, regulations, by-laws and orders of the local authorities and statutory bodies as may be in force, from time to time concerning labour or for the erection, operation of Carbon caking plant & handling of carbon cake inside the premises.

24 GENERAL:

- 24.1 Mere submission of tender document shall not create any contractual or the legal right in favour of Tenderer unless a LOI is issued by the SELLER and the contract shall be governed by the terms and conditions mentioned therein and other special terms.
- 24.2 The BUYER shall not interfere with any of the Plant equipment / machinery. Movement of persons deployed for the job shall be restricted to the defined area.
- 24.3 Carbon slurry shall be supplied on 'as is where is' basis. No claim shall be entertained on this account.

25 TERMINATION OF CONTRACT:

The contract is liable to be terminated if the BUYER:

- i) Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in case of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or property on the works; or
- ii) Makes an arrangement with or assignments in favour of his/their creditors/agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii) Abandons the work; or
- iv) If the buyer makes default in lifting of material as per terms of the contract. No claim or compensation shall be payable by NFL as a result of such termination; or
- v) Assigns or sublets the work in whole or in part thereof without prior written consent of NFL; or
- vi) Performance is not satisfactory; or
- vii) If the BUYER obtains the contract with NFL with illegal measures;
- viii) Information submitted/furnished in the contract is found to be incorrect.
- ix) In the event the pollution clearance certificate is cancelled by the pollution control board and is not renewed within one month, the contract shall be terminated.
- x) The above shall be without prejudice to NFL's other rights under the law.

Upon termination of contract for reasons detailed under clause no **25.00**:

1. The SELLER shall reserve the right to sell the balance un lifted quantity of said contract to any other party other than the BUYER as per the terms decided by the SELLER and the loss damages suffered by the SELLER if any, due to such sale recovered from the contractor.
2. The earlier BUYER will have no claim / share of profit if any against sale of such un-lifted quantity.
3. Performance bank guarantee / bond / security in any form submitted by the contractor shall stand forfeited.
4. Dismantling & removal of carbon caking unit set up by the BUYER will be governed by Clause 2.1.xvii.

26 Arbitration:

Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of Unit Head/Functional Director/Chairman and Managing Director, National Fertilizers Limited or his/her nominee.

The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under shall govern the Arbitration proceedings.

The Contractor hereby agrees that he shall have no objection if the arbitrator so appointed is an employee of NFL and he had to deal with the matter to which the contract relates and that in the course of his duties as such he has expressed his views on all or any of the matters in dispute or differences.

If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.

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 that the rate SBI PLR/Base Rate as applicable to NFL on the date of award of contract.

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27 Jurisdiction:

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of a competent civil jurisdiction in this behalf at Panipat (where this contract has been signed on behalf of the owner) and only the said Court (s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other courts.

ALL TERMS AND CONDITIONS STIPULATED IN TENDER DOCUMENTS ARE ACCEPTABLE TO ME / US.

FOR AND ON BEHALF OF THE FIRM/COMPANY

Signature _____

Name of the Authorized Person _____

Firm/Company's Name _____

Firm/Company's Seal

Date: _____

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Annexure-I

PROFORMA FOR PRICE BID

FOR GENERATION OF CARBON CAKE FROM THE NATURALLY DRIED CARBON LYING IN CARBON PONDS & ITS SALE FROM NFL PANIPAT ON EX-WORKS BASIS.

The Tenderer should quote the prices in the Proforma in duplicate. The prices should be exclusive of all taxes, levies and any other statutory levies as applicable on the date of tender opening.

All Taxes and levies such as Excise Duty, Sales Tax, Cess and other statutory levies as applicable on the date of tender opening or as imposed by Govt /Statutory Bodies during the currency of the contract shall be borne and payable by the BUYER.

The supply of Carbon slurry cake is on Ex-works basis. The tenderer shall make arrangements for handling and transportation of Carbon, transit insurance and insurance covering Public Liability (third party).

The supplies shall be made against payment in advance preferably through NEFT / RTGS.

Sr. No.	Item	MGOT Quantity, MT/yr	Rate (Rs. /MT)	Rate (in words) (Rs / MT)
1.	Rate of Carbon Slurry Cake on 100% dry Carbon basis	to be quoted**	to be quoted in Cover 2 only	to be quoted in Cover 2 only

** Bidder shall quote for purchase of either a minimum of 1500 MT per year on 100% Dry Carbon Cake basis from start of MGOT period (Ref Clause 2.1.iv.d) **OR** may quote for higher quantity purchase on 100% dry carbon basis every year from start of the MGOT period which shall become the revised MGOT for the Bidder.

We have read all the terms and conditions of NIT and Annexure thereto and agree to accept and abide by the same in its full context & spirits. This quotation has been prepared after taking into account all the terms and conditions of NIT.

Signature
Name of the Signatory (in Capital)
Date:
Stamp /Seal

(this annexure must be filled in clear and legible text, there must not be any cutting or overwriting)

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Annexure-II

PERFORMANCE BANK GUARANTEE FORMAT

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

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

WHEREAS in pursuance to the agreement dated _____ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for "Recovery & Sale of Carbon Cake from Carbon Slurry" as envisaged in the Contract, Contractor has to submit a PERFORMANCE BANK GUARANTEE for Rs. _____.

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to 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 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 is limited to Rs. _____.

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

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3. This BANK GUARANTEE shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The BANK GUARANTEE is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)

Annexure-III

UNDERTAKING REGARDING NO RELATION CERTIFICATE AND OTHER ISSUES

It is certified that I/Wedo not have relationship with any of the employees working in NFL.

OR

It is certified that I/We am related to Sh.....
..... working in NFL.

It is certified that no other firm/sister concern/ associate belonging to the same group is participating/ submitting this tender.

It is certified that I/We have made ourselves fully acquainted with the Scope Of Work and Terms & Conditions of the NIT / Tender Document and have clarified all doubts on the contract in issue from NFL before submitting my / our offer.

It is certified that I/We shall execute the subject contract work in its entire Scope Of Work and Terms & Conditions of the NIT / Tender Document and spirit / essence of the contract from Start to Finish of the contract on becoming the BUYER after receipt of LOI from NFL.

It is certified that our firm, associates, sister concern etc. had not been black listed and or banned by any institutional agency/Government Department/Public Sector Undertaking in the last three years.

It is certified that our firm, associates, sister concern etc. has not been declared bankrupt in the past.

The above statement is true and is submitted against the Tender Enquiry No. _____, NFL Panipat.

Signature

Name of the Signatory (in Capital)

Date:

Stamp /Seal