



NATIONAL FERTILIZERS LIMITED
(A Government of India Undertaking) (CINL74899DL1974GOI007417)
Registered Office:- Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003,
Phone: 00-91-120-2412294, 2412445, 2411726, 3092201 to 08
Fax: 00-91-120-2412218, 2411524 e-mail: imports@nfl.co.in

NFL/CMO/I&BD/IMPORT/BS /2016-17

DATE : 6th Feb., 2016

TENDER FOR BENTONITE SULPHUR

TENDER NO. : IMPBSCL201617/04

PRODUCT: : BENTONITE SULPHUR

QUANTITY: : 5,300 MT(+/-10%)
IN SHIP CONTAINER LOADS

TENDER CLOSING DATE & TIME: : 4th March, 2016 AT 1400 HRS. IST

TENDER OPENING DATE & TIME : 4th March, 2016 AT 1430 HRS. IST

SEALED TENDER DULY SUPERSCRIBED WITH "TENDER NO. AND DUE DATE" TO BE ADDRESSED TO:

**GENERAL MANAGER (MKTG.)
NATIONAL FERTILIZERS LIMITED,
CENTRAL MARKETING OFFICE
A-11, SECTOR-24, NOIDA - 201 301
DISTT. GAUTAM BUDH NAGAR (UP)
INDIA**

**TEL.: +91-120-2412294, 2412445, 2411726, 3092201 to 08
FAX: +91-120-2411057, 2411524
E-mail : imports@nfl.co.in**

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SPECIAL INSTRUCTIONS TO TENDERERS

1. Mode of Tendering

National Fertilizers Ltd. has decided to procure Bentonite Sulphur against this tender through e-tendering. The NIT is available on websites i.e. <https://nfl.etenders.in>, www.nationalfertilizers.com and www.eprocure.nic.in from where the interested parties will be able to download the tender documents, free of cost, for participation in the tender. The tender shall be submitted online only on the website <https://nfl.etenders.in>. Corrigendum/Addendum, if any, shall be published only on these websites. The tender submission, tender closing and opening will be done electronically and online.

NFL has appointed **M/s Nextenders (India) Pvt Ltd., Mumbai** as service provider for carrying out e-Procurement. Also, as per IT ACT 2000, use of digital signature certificate shall be mandatory for participating in e-tendering process.

Vendor should be aware of the process regarding downloading of tender documents, submission of EMD/Bid-Bond, preparation of techno- commercial as well as price bids, uploading of techno – commercial as well as price bids, and submitting online only, opening of bids and other related activities. It is therefore presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help / clarification, you may contact any one of the following:

a) M/s. National Fertilizers Limited-Noida

Name:- N.K. Sharma, GM(Mktg.) Contact No.- 07065557056 Email – nksharma@nfl.co.in	Name- Rajeev K. Sharma, Sr. Mgr (Mktg) Contact No.- +91-9312602121 Email – imports@nfl.co.in
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b) M/s Nextenders (India) Pvt Ltd.- Mumbai

Project Coordinator Mr. M.K. Prasad Contact No. 7702699976 E-mail- prasad.mk@nextenders.com	Telephonic Support Contact No.- 020-30187400 E-mail- Support.nfl@nextenders.com
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- All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement. NFL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified / rejected with forfeiture of EMD/Bid-Bond and such vendor shall not be allowed to further participate in that tender. The

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remaining process shall be completed considering the other valid bids. This shall however, be without any prejudice to NFL's right to debar / de-list (*vendors who submit invalid bids*) from future tenders. Such action, if any, shall be taken at the sole option of NFL.

3. It is mandatory for the vendors to use the digital certificate in all their bidding process.
4. To participate in e-tendering of NFL, please refer <https://nfl.etenders.in> for System Requirement, Browser Configuration, and Procedures etc.
5. It is the entire responsibility of the vendors to protect their own Login Id and Password and keep their digital certificate safe so that is not misused by any other person and NFL shall not be responsible for such misuse etc.

6. Tender Schedule:

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, and subsequent clarification/amendment in schedule etc. is also available on the above mentioned website against this tender and also is reproduced as below.

Tender Schedule for Bentonite Sulphur is –

Sr. No.	Tender Stage	Date & Time
1	Document Download Start	6 th Feb, 2016
2	Document Download End	4 th March, 2016
3	Pre-Bid Meeting date	18 th Feb., 2016
4	Due/ Submission of Tender Date	4 th March, 2016
5	Techno-Commercial Bid Opening	4 th March, 2016
6	Price Bid Opening	Techno-commercially acceptable bidders shall be notified separately

Note: After expiry of date & time for a particular activity as mentioned above, the particular activity cannot be done unless the schedule for the same is extended /amended. Similarly, no activity can be done before start date & time specified for that particular activity unless the schedule for the same is preponed / amended.

7. The activity defined for vendors are Download of Tender Document, Bids Preparation and Encryption, Re-encryption of Online Bid, Uploading of Bids.
8. **Tender Opening:**
The tenders will be opened electronically by NFL from Noida office in the presence of representatives of vendors who wish to attend the price bid opening. The submission of bids may however be done by vendors from their office or from place of their choice or they can visit our Noida office and use NFL's facilities for preparation and submission of their bids. However bids cannot be submitted after the bid submission due date & time as per the schedule.

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Price bid of all the vendors who are techno-commercially acceptable, shall be opened electronically.

9. The contract shall be evaluated on fixed conversion rate basis.
10. NFL reserves the right to negotiate with lowest bidder after opening of price bid at its sole option. In such case, the negotiations shall be held with lowest bidder only at NFL's Noida office and NFL shall give prior intimation to such bidder.
11. NFL takes NO responsibility for delay, loss or non-receipt of EMD sent by post/courier.
12. NFL reserves the right to reject or accept any tender without giving any reason.
13. **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED**

NFL shall make all 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.

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NOTICE INVITING TENDER(NIT)

Tender No. IMPBSCL201617/04

Date :- 6th Feb., 2016

Sr	Detail	Description
1	Product	SULPHUR BENTONITE
2	Specifications	As per FCO(with latest amendments, if any) Total Sulphur (as S), % by weight, : Min. 90 Moisture, % by weight : Max. 0.5 Bentonite, % by weight as inert filler material : Max 10 Particle size: Not less than 90% of the material shall pass through 4mm IS sieve and be retained on 1 mm IS sieve and not more than 5% shall be below 1 mm SI sieve.
3	Quantity	5300 MT ±10% (at buyer's option) in Ship Containers Loads
4	Packing	To be Packed in up to 1.25 MT Jumbo Bags
5	Origin	To be indicated by seller
6	Colour	The colour of the product should be the same per consignment load
7	Supply period	By ship load containers in maximum load of 20 containers per consignment during March – September 2016 • 1050 MT ±10% for March 2016 • 1300 MT ±10% for April 2016 • 600 MT ±10% for May 2016 • 800 MT ±10% for July 2016 • 800 MT ±10% for August 2016 • 750 MT ±10% for September 2016
8	Contract Period	From date of Lol till September 2016
9	Bidding Type and process	Three type 1. Documents physically required to be submitted before due opening date a. EMD/Bid-Bond as per Sr No. 11. 2. Documents to be uploaded on website and which shall form part of "Technical & Un-priced Commercial Tender" a. Balance Sheet for last 1 year. b. Documentary evidence for supply of Bentonite Sulphur to Indian customer in any of last 2 years. c. Signed and stamped tender documents as token of acceptance for terms and conditions. d. Signed and stamped copy of Integrity Pact (as per Sr. No. 24). 3. Fill in the price in Price bid format (Bid-format attached as annex-IV)
10	Delivery	Delivery shall be made to CFS JNPT, Mumbai
11	Earnest Money Deposit	a. The tenderer should submit the Earnest Money Deposit (EMD) of Rs.1,00,000/- (in favour of National fertilizers Limited, payable at Delhi) or bid bond for US\$ 1600 as per annexure-2.

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		b. If due to any reason whatsoever, any tenderer withdraws his tender prior to expiry of validity period of the tender or after issue of Letter of Intent or Work-order, fails or refuses to execute the order or to furnish the security deposit for faithful performance of the contract within the stipulated time; the EMD is liable to be forfeited.
12.	Rate PMT	The Rate should be on CFR JNPT(Jawaharlal Nehru Port Trust) basis based on Formula (The arithmetic average of high and low prices of FOB M. East spot for the month of January 2016 for Sulphur published in CRU Fertilizer Week + Conversion Rate in USD). The rates shall be based on date of arrival of ship container at CFS station JNPT. Bidder to clearly specify the Conversion rate in the bid. The price as such shall be fixed for a month but may vary for other months depending on the monthly average publication price as above.
13	Weighment	The weight of actual Cargo delivered will be ascertained by weighbridge's net weight of loaded container as submitted by handling agent appointed by NFL with seal of the container intact. The weight as per survey report shall be the basis for payment by NFL.
14.	Validity	Offers shall be valid for a period of 45 days from due date of tender opening and shall not be withdrawn by the tenderers during its validity.
15	Insurance	Insurance of cargo shall be arranged by the Buyer up to NFL Site & related expenses shall be borne by the Buyer. However, Overage Insurance Premium (OIP) or any additional premium, if any, incurred due to age of the Vessel and paid by the Buyer, will be reimbursed by the Seller to the buyer. Seller shall intimate buyer all details immediately upon sailing of the vessel.
16.	Security Deposit or Performance Bank Guarantee	a. The successful tenderer (SELLER) would be required to make security deposit/Performance Bank Guarantee of amount equivalent to 5% of the value of the contract which will be for faithful performance of the contract. b. In the event of offer being accepted, the tenderer shall furnish to NFL within 20 days of issuing Letter of Intent (LoI) / Purchase Order (PO), a Performance Guarantee in the prescribed proforma attached as Annexure-III through any Bank listed in Annexure-I. c. The Performance Guarantee Bond shall be kept valid till 90 days from date of expiry of this contract. d. The Performance Guarantee Bond shall not be released till supplier has settled all claims. e. If, for any reason whatsoever, Supplier has committed breach of the term(s) and/or condition(s) contained in the Purchase Order and/or failed to comply with the terms and conditions as stipulated in the Purchase Order or amendment(s) thereto, the Performance Guarantee Bond shall be invoked either in full or to the extent of the losses/ damages suffered by the BUYER. The SELLER has to make good the value of Security Deposit to the extent of amount so drawn / en cashed within 15 days of intimation from the BUYER.

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17.	Quality and Scale of Penalty	a. NFL/ their agent shall draw samples for determining the quality of cargo at the port of discharge through any state /Central Fertilizer Quality Control Laboratory in India. The quality so determined at discharge port shall be final and binding on the supplier. b. The product must comply with FCO specifications. In case of any deviation in nutrients beyond the limits specified in FCO, the cargo will be rejected. Therefore, the bidder should familiarize themselves with the nutrients and particle size requirements as per FCO. c. In case, the cargo is rejected, the supplier shall refund the cost of the cargo found unfit as well as all the consequential handling and the distribution cost thereof immediately on NFL's first demand with value date being date of initial payment to the supplier, failing which penalty @ 18% p.a. shall be payable up to the date of actual remittance by the supplier.
18.	Inspection at load port	By a reputed international third party inspector at load port approved by Buyer or in house analysis report of manufacturer. Buyer has the option to nominate an official for verification of quantity and quality at load port at his own cost. However, the cost of third party inspection would be to the seller's account.
19.	Terminal Handling Charges	Terminal Handling charges at load port to supplier's account and at discharge port to buyer's account. The containers to be delivered at container yard of the respective shipping line agency at the discharge port. The empty containers shall be returned at empty container yard location.
20.	Discharge Terms	21 days free detention period from arrival of containers at discharge port location/ CFS at discharge port. Buyer shall nominate CHA.
21.	Payment terms	Payment shall be released within 10 days after receipt of the material as certified by NFL, duly bagged in Jumbo bags and delivered to NFL and after receipt of analysis report from State/Central Fertilizer Quality Control Laboratory in India. Supplier to submit the following documents: • Certified commercial invoice, in original along with 4 copies • Load Port Analysis Report or in house analysis of manufacturer and in house weighment report in triplicate. • Certificate of Origin issued by local chamber of Commerce/Industry • Negotiable clean Bill of Entry and three non-negotiable copies • Packing list in triplicate.
22.	Liquidated Damages	a. Delivery time will be the essence of contract. In case of delay in delivery for reasons not attributable to NFL, supplier shall pay agreed liquidated damages. The agreed liquidated damages shall be calculated at the rate of 0.5% per week or part thereof subject to maximum of 5% of the basic contract value. Date of delivery is the date of receipt of container at CFS. Notwithstanding the above in the event of protracted delay in delivery of allocated quantity of Bentonite Sulphur for whatsoever reasons, the BUYER shall have full discretion to purchase Bentonite Sulphur from any other

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		party at the SELLER's risk and cost. The SELLER defaulting in supplying the material shall be levied liquidated damages equivalent to the value of the un-supplied quantity based on contract price. The amount of Liquidated damages shall be recovered from Security Deposit and current un-paid invoices of SELLER.
23.	Other Terms	i) NFL reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or reject any or all tenders without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by NFL from the tenderers. ii) NFL reserves the right to split the tender in whole or in part at its sole discretion without assigning any reason and can place the Purchase Order(s) on more than one supplier. iii) Buyer reserves the right to order full quantity or part quantity as it deems fit. Bidder shall convey his acceptance for award of part quantity by NFL, which shall not, in any case, be less than 500 MT. iv) Seller has to ensure that original set of documents as specified under sr. no. 21 are received at Buyers end well in time. Seller shall ensure that complete set of documents shall also be scanned and sent through email immediately on shipment of consignment. Delay in receipt of documents beyond 10 days of shipments shall be to sellers account and container godown rent, if any, charged by CFS, on such account, shall be to the Sellers account. v) Agency commission, if any, to supplier's Indian agent to be paid and settled directly by the supplier. vi) As far as possible containers to be booked, port to port, directly. vii) Insurance of cargo shall be arranged by the Buyer up to NFL Site & related expenses shall be borne by the Buyer. However, Overage Insurance Premium (OIP) or any additional premium if any incurred by the Vessel payable by the Buyer will be reimbursed by the Seller to the buyer. Seller shall intimate buyer all details immediately upon sailing of the vessel. viii) The following necessary documents, Certificate of origin, Certificate from the manufacturer for the supplier, Manufacturer's License, Certificate of analysis and Product sample (1kg x 2 packets) shall be provided by seller for the purpose of distribution of above fertilizer in India. ix) Delivery shall be on Container Yard basis. x) Order quantity may be split amongst more than one vendor.
24.	Signing of Integrity Pact	Bidder will sign the Integrity Pact as per enclosed annexure-V which is an integral part of the tender documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website viz. www.nationalfertilizers.com. The Independent External Monitors (IEMs) for this tender shall be Sh. Shri Devinder Kumar, e-mail: dkanand612@gmail.com and Sh. Shri G.N. Asthana, e-

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		mail: govindasthana@hotmail.com . Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to these Independent External Monitors (IEMs).
25.	Jurisdiction	All the disputes relating to the contract shall be subject to the jurisdiction of the Courts situated at Delhi/New Delhi only to the exclusion of all other Courts in India.
26.	Force Majeure	i) If at any time during the continuance of this contract either party is unable to perform the whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restriction, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosion, epidemics, strikes, embargoes, then the date of delivery of the product shall be extended for the period force majeure condition was operative. ii) Any waiver / extension of time in respect of the delivery of any installment or part of the goods occasioned due to the reasons in Para (i) above shall not be deemed to be waiver/extension of time in respect of remaining deliveries. iii) If operation of the force majeure circumstances exceeds three months, each party shall have the right to refuse further performance of the contract, in which case neither party shall have the right to claim eventual damages from each other. iv) The party, which is unable to fulfill its obligation under the contract, must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the force majeure conditions which prevents it from performing the contract. Such occurrence should be accompanied with Certificate issued by the Chamber Of Commerce in the Country of Origin of Supplier in this respect. The Supplier shall also promptly inform the ending of such event enclosing therewith Certificate from Chamber Of Commerce. If NFL is prevented from performing the contract, NFL shall inform the supplier within 15 days of occurrence of such force majeure conditions accompanied by Certificate issued by Chairman & Managing Director of NFL. v) Non-availability of material shall not be valid ground for non-performance.
27.	Arbitration	All disputes or differences, whatsoever, arising between the parties out of or relating to the construction meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration of the Indian Council of Arbitration in accordance with Arbitration & Conciliation Act 1996 and amendments thereto from time to time. The award of the Arbitrator shall be binding on the parties. The Arbitrators shall give a reasoned award. Cost of arbitration shall be borne equally by the parties. Venue of the Arbitration shall be in New Delhi, India.

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Annexure-I

List of Banks for Bank Guarantees

A) State Bank of India & its Associate Banks:	
Bank Name	Bank Name
1. State Bank of India.	2. State Bank of Mysore.
3. State Bank of Bikaner & Jaipur.	4. State Bank of Patiala
5. State Bank of Hyderabad.	6. State Bank of Saurashtra.
7. State Bank of Indore.	8. State Bank of Travancore
B) Nationalized Banks	
1. Allahabad Bank	2. Indian Overseas Bank
3. Andhra Bank	4. Oriental Bank of Commerce.
5. Bank of Baroda	6. Punjab & Sind Bank
7. Bank of India	8. Punjab National Bank
9. Bank of Maharashtra	10. Syndicate Bank
11. Canara Bank	12. UCO Bank
13. Central Bank of India	14. Union Bank of India
15. Corporation Bank	16. United Bank of India
17. Dena Bank	18. Vijaya Bank
19. Indian Bank.	
C) Other Banks:	
1. The Karur Vyasa Bank Ltd	2. The Federal Bank Ltd
3. Catholic Syrian Bank Limited	4. The Jammu & Kashmir Bank Ltd
5. Kotak Mahindra Bank	6. The Karnataka Bank Ltd
7. South Indian Bank Limited	8. City Union Bank Ltd.
9. Tamilnadu Mercantile Bank Ltd	
D) Foreign Banks	
1. ABN AMRO Bank N.V	2. Standard Chartered Bank
3. Mashreq Bank	4. Calyon Bank
5. Bank of America National Trust & Saving Association	6. Citi Bank N.A.
7. Bank of Tokyo Limited	8. Deutsche Bank A.G.
9. Barclays Bank Plc	10. Development Bank of Singapore(DBS)
11. BNP Paribas	12. Hongkong & Shanghai Banking Corporation
13. ING Vysya Bank Limited	14. JP Morgan Chase Bank
E) Private Sector Banks	
1. Axis Bank Limited	2. HDFC Bank Limited
3. ICICI Bank Limited	4. IDBI Bank Limited
5. ING Vysya Bank Ltd	6. YES Bank Ltd



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Annexure-II

BID BOND PROFORMA (EMD in BG form) (To Be Submitted On Rs 100/- NON- Judicial Stamp Paper)

Bank Guarantee No:-----

Dated:-----

M/s National Fertilizers Limited.

Dear Sirs,

This Guarantee is made and issued on this day _____ by _____, a Banking Company incorporated under Banking Regulation Act. Having its registered office at _____ (herein after called BANK which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) in favor of National Fertilizers Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi (hereinafter called "NFL" which expression shall unless repugnant to the context or contrary to the meaning, thereof, include its successor and assignees).

WHEREAS, NFL issued a Notice Inviting Tender(NIT) NO.----- dated ----- inviting offers for supply of----- (hereinafter referred to as the Material) and, in response thereto, M/s.- ----- a Company incorporated ----- having its registered office at ----- (hereinafter called 'BIDDER') offered to supply Material.

AND WHEREAS the NIT provides inter-alia, that a BID BOND for an amount of Rs. _____ (Rupees _____ only) or equivalent US dollars per MT shall be submitted to the NFL in India by the Bidders along with their respective bids, and that if such bidder withdraws his bid at any time before the execution of the contract between NFL and the successful Bidder on or before or changes the terms and conditions of the bid without NFL's consent, or if a Bidder on becoming the successful bidder, fails to or refuses to execute a contract and/or to furnish a performance bond to NFL after the issue of a Letter of Intent to him, then the security delivered on this bid bond shall thereupon be due and owing to NFL as liquidated damages.

1. In consideration of BIDDER's bid submitted to NFL for supplying Material, we----- bank hereby agree to pay the NFL an amount not exceeding Rs. _____ (Rupees _____ only) or equivalent US dollars per MT on demand if the BIDDER.

(i) Withdraws his proposal at any time before the execution of contract, in accordance with the Bid invitation/NIT between NFL and the successful Bidder on or before----- or



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- (ii) Changes the terms and conditions of the bid submitted by him without NFL's consent, or
- (iii) On NFL deciding the BIDDER as successful bidder and thereupon issuing Letter of Intent to the BIDDER by NFL, the BIDDER (as the successful bidder) fails or refuses to execute a contract and/ or furnish a Bank Guarantee as security deposit and performance guarantee for the faithful performance of the contract, in accordance with the terms and conditions of NIT.
2. The BANK declare that it is holding the amount of Rs. _____ (Rupees _____ only) or equivalent US dollars per MT at NFL's disposal and hereby promises and shall be bound to pay to NFL, forthwith and without demur, on a mere demand made in writing by NFL, stating that the BIDDER has failed to fulfill one of conditions mentioned in (a) or (b) or (c) , of clause -1 herein above.
3. This guarantee shall be valid in respect of the claim lodged by NFL with BANK on or before _____ or any further extended date of the Bank Guarantee.
4. We _____ (bank) undertake to pay NFL the money so demanded forthwith, notwithstanding any disputer(s) raised by in any suit or proceedings pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that NFL shall have no claim whatsoever against us for making such payment.
5. The claim, if any, under this Guarantee shall be lodged at (bank branch and address) _____.
6. The BANK hereby agrees that the Courts in New Delhi shall have exclusive jurisdiction in any matter of dispute between NFL and the BANK and that all the future correspondence in regard to this bank guarantee shall be addressed to Chief Manager Finance, Central Marketing Office, National Fertilizers Ltd, Scope complex core –III, 7- Institutional Area , Lodhi Road , New Delhi.
7. This Guarantee shall be in addition to and shall not in any way be prejudiced and affected by any other security now or hereafter held by NFL for all or any part of the moneys herein mentioned.
8. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____ -

Yours faithfully,

For and on behalf of _____ (bank)

Signature of Authorized Official of Bank

Name of the official :

Designation of the official :

Name of the bank :

Branch :

Address of branch :

Telephone /Mobile No. : _____, Fax No. : _____

Email Id :



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(A Government of India Undertaking) (CINL74899DL1974GOI007417)

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Phone: 00-91-120-2412294, 2412445, 2411726, 3092201 to 08

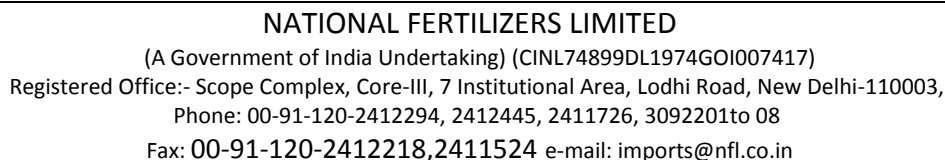
Fax: 00-91-120-2412218, 2411524 e-mail: imports@nfl.co.in

Annexure-III

FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

In consideration of M/s. National Fertilizers Limited, a company incorporated under the Indian companies Act, 1956 and having its registered office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003 [hereinafter referred to as '**NFL**', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ having its registered/principal office at _____ [hereinafter referred to as '**Supplier / Contractor**' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with **NFL** a sum of Rs. _____ towards security / performance guarantee in lieu of the said **Supplier / Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. _____ as required under the terms and conditions of contract / work order / purchase order no. _____ dated _____ [hereinafter referred as the '**Order**'] placed by **NFL** on the said supplier / contractor, we, _____ [hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **NFL** an amount not exceeding Rs. _____ on demand made by **NFL** on us due to a breach committed by the said **Supplier / Contractor** of the terms and conditions of the **Order**.

1. We _____ **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from **NFL** stating that the **Supplier / Contractor** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by **NFL** shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** regarding the validity of such breach and we agree to pay the amount so demanded by **NFL** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
2. We, _____ **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till the dues of **NFL** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **NFL** certifies that the terms and conditions of the **Order** have been fully and properly carried out by the **Supplier / Contractor** and accordingly discharge the guarantee.
3. We _____ **the Bank**, undertake to pay to **NFL** any money so demanded notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said **Supplier / Contractor** shall have no claim against us for making such payment.
4. We _____ **the Bank** further agree that **NFL** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions



	NATIONAL FERTILIZERS LIMITED (A Government of India Undertaking) (CINL74899DL1974GOI007417) Registered Office:- Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003, Phone: 00-91-120-2412294, 2412445, 2411726, 3092201to 08 Fax: 00-91-120-2412218,2411524 e-mail: imports@nfl.co.in
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Annexure-IV

PRICE BID FORMAT

(Available on www.nextender.com/NFL)

TENDER NO. IMPBSCL201617/04

DATE: - 6th Feb., 2016

(To be completed by foreign supplier or their authorized local agent on the link available on website under Party's login)

Please quote in unit price PMT in US \$ only

Sr.	Details /	West Coast
	Port	Jawaharlal Nehru Port Trust(JNPT)
1 a	Tendered Qty (in MT)	5,300
b	Quantity quoted by bidder(Firm)	
2	FOB Middle East (arithmetic avg. of base rate of Sulphur for Jan 2016)	US \$ 119
3	Conversion rate in USD	
4	CFR Price(in USD) (2+3)	
7	Net CFR price	
8	Agency Commission payable to Indian Agent that is included in CFR price as per 4 above	

Validity of offer: Upto _____ hrs IST on _____

Notes:

1. Bidders are requested to quote prices separately for all Serial Nos. of the above table.
2. We (bidders) have carefully gone through the terms and conditions of the Tender and hereby agree to abide by the same without any deviation/condition.
3. The agency commission indicated above is included in the net CFR price.

Signed Digitally
Name of the Bidder_____