

**GENERAL TERMS & CONDITIONS (GTC) OF NIT
FOR PROCUREMENT OF IMPORTED FERTILIZERS**

1.00 Definition: The terms used in the contract shall have the following meanings:

- 1.01** The term “**CONTRACT**” shall mean and include the Notice Inviting Tender (NIT), the Instructions to tenderer, the Tender, Letter of Intent accepting the tender in part or full, Special & General Terms & Conditions, directions and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations, if any, or any other authorized contract documents and those general and special conditions that may be added subsequently.
- 1.02** The term “**SUPPLIER**” shall mean the person(s) firm, or company with whom a CONTRACT has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.
- 1.03** The term “**NFL**” shall mean National Fertilizers Limited (CINL74899DL1974GOI007417) having its Registered Office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003, and its corporate office at A-11, Sector-24, Noida-201301, Uttar Pradesh, India and shall be deemed to include their successors and / or assignees, and shall include the Administrative and Executive Officers authorized to deal with matters relating to the contract.
- 1.04** The term “**TENDERER**” shall mean the person(s), firm or company, who offers a tender or quotation duly signed in response to this Notice Inviting Tenders (NIT) issued by NFL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.
- 1.05** The term “**PRODUCT**” shall mean the product specified in Clause 2.00 of NIT.
- 1.06** The term “**SPECIFICATION**” shall mean the quality of the product as specified in Clause 3.00 of NIT.
- 1.07** The term “**QUANTITY**” and shipment period shall be as specified in **Clause 4.00 & 11.00** of NIT subject to:
- The quantity mentioned at Clause 4.00 of NIT is indicative and actual shipping schedule will be mutually agreed to by NFL and tenderer. However, NFL reserves the right to order part quantity at its sole discretion
 - The loading schedule and the quantity specified therein are tentative and actual shipping details shall be specified at the time of placement of Purchase Order. The product will be shipped to designated discharge port at NFL's option. However, NFL reserves the right to change the discharge port prior to shipment.
 - The quantity indicated above is dependent on normal crop season and circumstances. However, in case of any adverse climatic conditions, adverse market condition, economic non-viability, the quantity may be reduced, which will be intimated separately.
 - Shipment of the product shall be effected within a period as mentioned in Clause 11.00 of NIT. Detailed shipment schedule / delivery order will however be given subsequently.
 - Should NFL relinquish ownership of the business, whether by sale, cessation, fusion or any other cause, outstanding quantities remaining to be delivered under this contract, shall ipso facto be taken by or transferred to new Owners or successors. Nevertheless, tenderer reserves the right in this event to cancel such quantities: the cancellation not giving rise to any right to indemnify.
- 1.08 Date of Shipment:** - The date of shipment shall be the date of Bill of Lading. In case multiple Bills of Lading are issued, the Bill of Lading date, which is the latest, shall be considered as date of shipment.

2.00 Instruction for submission of tender:

2.01 All tender documents shall be in English language. All other information shall also be supplied by the tenderer in English language. All quoted prices shall be indicated by tenderer both in figures and words and where there is difference between quoted in figures and quoted in words, the prices quoted in words shall prevail. Tenders should be duly signed on all pages by the tenderers or by legally authorized representative, in longhand along with the firm's/ company's seal. No oral, telephonic or telegraphic tenders or modifications in the tenders shall be considered under any circumstances. All tenderers are requested to submit their tenders strictly as per the instructions as cited hereinafter to:

General Manager (Mktg.)
National Fertilizers Limited,
Corporate Office
A-11, Sector-24, Noida-201 301
Distt. Gautam Budh Nagar (U.P.), India

2.02 Tenderers who are not manufacturers must furnish the name of the manufacturer who shall supply the product and the country of origin together with support letter, in original, from the manufacturer along with the technical & un-priced commercial part of the tender.

2.03 Submission of Tenders: Tenders are required to be submitted only through electronic mode for which bidder may log on to website <https://nfl.etenders.in>. However, the bid bonds in original and the credit rating, along with bank reference (as required) are required to be submitted physically in sealed envelopes and must reach at the address mentioned on 1st page of NIT before the closing time of receipt of tenders as mentioned above.

Please note Class II/III Digital Signature Certificate (DSC) is mandatory to participate in e Tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, participating bidders can procure same from any of the RAs approved by CCA (Controller of Certifying Authority). Minimum time to procure DSC is 5 (five) working days. The detailed instructions for e-Auction/e-tendering process is annexed at – annexure VII

i. **Part – I:** Documents to be uploaded on website and which shall form part of “Technical & Un-priced Commercial Tender”.

- Manufacturer's Certificate/support letter in original.
- Annual rated capacity of the Manufacturer for the product tendered.
- Particulars of Indian agent, if any and their Constitution.
- Shipping and related particulars such as name of loading port, loading rate per day, Country of origin etc., shipment schedule, parcel size.
- Acceptance of all terms and conditions of the NIT and signed terms & conditions of tender documents in token of acceptance, without any deviation.

ii. **Part – II: Price Bid:**

Once, documents required under technical bid are uploaded, tenderer will click on window to quote the price in the price format available on website as per format attached at **Annexure-VI**

iii. **Part-III,** Documents physically required to be submitted before due opening date

- Bid Bond/ Earnest Money in Original.
- Bank Reference Letter, wherever applicable as per annexure-V
- Credit rating, wherever applicable as per annexure-V

2.04 Right of acceptance and Rejection of Tenders:

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.

2.05 If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing

the tendering process, NFL reserves the right to debar such tenderer from participation in the present/ future tenders up to a period of 2 years.

2.06 Compensation for submission of Tenders:

The tenderers shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation and submission of the tenders.

2.07 Splitting of Tender:

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.

2.08 Past Performance of the Tenderer:

NFL reserves the right to reject the tender on receipt and/or on evaluation, if the past performance of the tenderer has not been found satisfactory.

3.00 Tender Opening:

3.01 Date & Time:

The tenders will be opened electronically by NFL from Noida office at the time and date specified in NIT. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically on date communicated separately.

Those tenderers, who are technically qualified for opening of price bid, shall not be permitted to deviate any of the agreed terms and conditions of technical & un-priced commercial bid of the tender subsequent to the opening of price bid.

NFL reserves the right to postpone the opening of tenders and will intimate all tenderers in advance of such postponement along with the fresh date and time of opening of the tenders.

4.00 Earnest Money Deposit (EMD):

4.01 Tenderers shall furnish EMD in accordance with Clause 5.00 of the NIT as per the category to which they belong as under:

- a) **Category – I:** Reputed producers / manufacturers of the product.
- b) **Category – II: Accredited Suppliers** or any other trader / supplier who have a proven track record of satisfactory supplies to India for at least **two years during the past three years**.
- c) **Category-III:** Tenderers other than mentioned in a) and b) above.

Note: All those companies who are either 100% marketing arm of producer or 100% subsidiary or sole selling company of producer, shall be treated under category II.

4.02 All Tenderers desirous for accreditation under the above categories for participation in this tender, have to submit the documents as specified in **Annexure-V** i.e. **“Eligibility criteria for vendors interested in participating in tender no.: IMPDAPK201617/05 for supply of DAP”**. However, those **Suppliers who have already submitted documents against Press advertisement dated 01/03/2016 for “Accreditation of Suppliers of Bulk Fertilizers 2016-17” reference No. IMPBFGA201617/07 shall be exempted from submitting the same again, subject to that documents submitted by them meets requirement as stipulated under Annexure-V.**

4.03 Earnest Money deposit for the quantity offered shall be furnished by means of account payee Demand Draft issued by any bank listed in **Annexure-I** in favour of “NATIONAL FERTILIZERS LIMITED., payable at New Delhi or through a Bid Bond, in original, as per the prescribed proforma at **Annexure-II** valid for three months from the date of closing of tender. Offers without Earnest Money / valid Bid Bond, in original, shall be rejected. EMD will not carry any interest.

EMD may also be submitted in US \$ by Swift message mentioning reference of Tender No: IMPNPKK201617/XX The Bank Details are as follows:

STATE BANK OF INDIA ,COMMERCIAL BRANCH, N-3, 1st & 2nd Floor, South Extension, Part-I, New Delhi-110049. IFSC SBIN0000730, Current .A/C NO 10297944842, SWIFT CODE: SBININBB220, MICR CODE: 110002118

4.04 Forfeiture of Earnest Money Deposit:

If, for any reason whatsoever, any tenderer withdraws his tender at any time prior to the expiry of the validity period or after issue of Letter of Intent / Purchase Order or fails to execute the order or to furnish the prescribed Performance Guarantee within stipulated period for faithful performance of the contract, the amount of EMD shall be forfeited.

5.00 Performance Guarantee Bond (PGB):

In the event of offer being accepted, the tenderer shall furnish to NFL within 10 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**.

The Performance Guarantee Bond shall be as per category to which the Tenderer belongs as specified in Clause 4.01 above and shall be provided at the rates indicated in Clause 6.00 of NIT.

The Performance Guarantee Bond shall be kept valid till 90 days of completion of discharge of the last shipment under the contract

The PG Bond shall cover the performance of the contract, quantity short landed, quality penalties based on discharge port results, Load Port/Discharge Port dispatch money/demurrage, etc. related to performance of the contract. The Performance Guarantee Bond shall not be released till supplier has settled all claims under the contract.

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.

6.00 Pricing:

- a) Foreign suppliers shall quote rate in US \$ per MT on C&F basis with 180 days credit from the date of Bill of Lading (B/L), as per price bid Performa (annexure-VI).
- b) The price should be inclusive of Agency Commission, if any, and should be indicated in Price Bid Performa (annexure VI)
- c) The price should be quoted for payment by **Letter of Credit (L/C) with 180 days usance** against presentation of shipping documents.
- d) **Taxes & Duties:**
Taxes & Duties, if any, payable outside India shall be to supplier's account and in India to buyer's account. Indigenous suppliers should indicate all taxes and duties wherever applicable and shall also specify their Sales Tax registration number.

7.00 Discount: If any, to be indicated in the price format only.

8.00 Franchise Discount: If any, to be indicated in the price format only.

9.00 Payment Terms:

Without prejudice to Buyer's right to damage under the terms of the contract, payment less agency commission, if any, shall be made through an irrevocable Letter of Credit. The Letter of Credit (L/C) shall not be transferable, divisible and assignable. The L/C shall be opened on receipt of Performance Guarantee Bond. The payment for agency commission for agents in India, will be made in Indian Rupee only.

The charges for establishing L/C and bank charges in India shall be borne by NFL. All Bank charges outside India and the L/C confirmation charges will be to the account of supplier. The L/C extension and amendment charges will be to the account of the party responsible for occasioning the extension/amendments.

Payment against L/C shall be made on negotiation of documents through bank in India or after 180 days from Bill of Lading date, as the case may be, **on presentation of following documents:**

- i) Certified commercial invoice in original along with four copies.
- ii) Negotiable Clean Bill of Lading and three non-negotiable copies. Charter Party (C/P) Bill of Lading (B/L) acceptable provided it bears an endorsement that all terms and conditions of relevant C/P are deemed to have been incorporated therein.
- iii) Certificate of Quality (Analysis Report) from independent inspection agency in triplicate along with confirmation certificate in triplicate from independent inspection agency that the product is loaded is from single source(manufacturer) and is uniform in prill size and colour and as per NIT.
- iv) Certificate of weight and Draft Survey Report from independent surveyor in triplicate.
- v) Copy of **fax/email** from supplier sent to General Manager(Mktg.), National Fertilizers Limited, Corporate Office, A-11, Sector-24, Noida-201 301 Distt. Gautam Budh Nagar(U.P.), India and to NFL's underwriters (whose details shall be furnished along with LOI/ Purchase Order) within 24 hours of sailing of each vessel, stating name of vessel, quantity loaded and date of sailing of ship and ETA at designated discharge port.
- vi) Certificate of origin issued by Local Chamber of Commerce / Industry, in triplicate.
- vii) Certificate from the supplier that the material supplied under the contract are correct as to quantity, quality, rate, total value and that the payment is due in accordance with the terms of contract at the time of presentation.
- viii) Supplier's certificate to the effect that two negotiable sets of documents with two nonnegotiable sets have been couriered and faxed immediately on sailing of each vessel directly to NFL or to the addressee specified by NFL.
- ix) Certificate from the Master of vessel for having received one copy of Bill of Lading (B/L) and sample in sealed jar from inspection agency.
- x) STOWAGE PLAN – Three copies.
- xi) Certificate of sampling – Three copies.

10.00 Insurance:

Insurance for the product shipped shall be arranged by NFL through their underwriters whose detail shall be furnished while issuing the LOI/Purchase Order. The supplier shall intimate NFL's underwriters/ General Manager(Mktg.), NFL immediately on shipping the product informing the name of the ship, quantity value of material, port of loading etc.

11.00 Inspection & Testing:

- 11.01 The supplier shall ensure that the goods shipped conform to the agreed quality and specifications and shall not ship goods which do not conform to the agreed quality and specification.
- 11.02 NFL reserves the right, at its option and cost, to have material inspected before shipment in regard to quality and specifications. The supplier / shipper shall tender the material for inspection to the agency to be nominated by NFL and shipment shall be effected only after

the material is inspected. The supplier / shipper will provide free of cost facilities to the inspection agency at the load port for taking samples.

- 11.03** Irrespective of whether NFL appoints inspection agency or not, it will be obligatory on the part of the supplier to obtain Certificate of Inspection from internationally reputed Inspection Agency to the effect that material is in accordance with the specifications laid down in the contract. This shall accompany the shipping documents. The inspection fee shall be borne by supplier.
- 11.04** For the purpose of determining quality, the Inspection Agency may at their discretion draw samples of the material at the producing factory as specified in the contract but shall draw samples in all cases in the customary manner during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. Analysis report should specify the nutrients and other requirements of the contractual specifications. The report shall specify the methods of analysis used, type of sieve used for determination of particle size and also the contract number, the quantity loaded and name of the vessel. A clear inspection note will be released by the Inspection Agency only if they are satisfied that the cargo meets contractual specifications.

11.05 Analysis / Sampling & Weighment:

Analysis / Sampling & Weighment shall be in accordance with Clauses 12.00 & 13.00 of NIT.

12.00 Bill of Lading (B/L) & Invoice:

- 12.01** The bill of Lading issued for the product will stipulate the name of the port in India. In case of deviation at NFL's request, it is understood that all taxes, conditions, acceptance of the B/L and afreightment contract are automatically extended to the second port without issuing a new B/L. The B/L will also incorporate clause Paramount, Jaison Clause, both to blame, collision clause and general average.
- 12.02** The Invoice quantity shall be based on weighment as per Clause No.13.00 of NIT.

13.00 Shipping conditions in respect of C&F / CIF contracts:

The supplier shall abide by the following terms for C&F shipments:

- 13.01** Supplier shall arrange for chartering of suitable vessel fitted/ loaded with grabs/ hold suitable for facilitating discharge and in case of geared vessels, the seller shall guarantee that the vessel single deck vessel(s) and is fitted with cargo gear, cranes, ropes, slings, winches and derricks in good working condition capable of handling the rated capacity of minimum 25 MT SWL. Master also to give free use of vessel's lighting/ power as on board if required.
- 13.02** Vessels to have Test Certificate covering vessel's gear in accordance with International Dock Safety Convention, valid for the duration of the Charter.
- 13.03** Vessels shall be chartered on the basis of one / two safe berth, one / two safe port on West Coast / East Coast of India as required.
- 13.04 Extra Port & Port Charges:**
In case NFL could not receive the vessel at the nominated port, a second port, on the same coast, will be nominated. Extra freight for the additional steaming will be to NFL's account. However, if the nomination of the changed port is done 72 hours in advance, extra freight to the extent of additional distance only shall be paid.
- 13.05** NFL shall declare the discharge port at the time of accepting the vessel offered by tenderer.
- 13.06** Co-shipment permitted only with the prior approval of NFL.

13.07 GIC Approval & Extra Insurance Premium:

- 13.07.01** Only GIC approved vessel should be chartered. Supplier shall furnish following information to NFL immediately on nomination of each vessel for obtaining GIC approval in time:

- i) Name of the Vessel, Ex-name, if any.
- ii) Details of ship:
 - a. Flag.
 - b. Classification.
 - c. Month & Year of built.
 - d. G.R.T. / N.R.T.
 - e. Voyage Number.
 - f. E.T.D.
 - g. Whether ISM regulations have been complied with & validity period.
 - h. Name of Hull underwriters. If vessel is not insured, reasons thereof.
- iii) Name and capacity of the Shipping Line (Vessel Owner) who will be issuing the Bill of Lading to the Shipper e.g. Owners / Managers / Charterers / Slot Charterers / etc. along with complete address with Telephone & Fax numbers.
- iv) Name of the P&I Club of the vessel operator named above.
- v)
 - a. Name & full address of the registered owners.
 - b. Name & full address of the managers, if any.
 - c. Name & full address of the disponent owners, if any.
 - d. Name & full address of the bareboat charterers, if any.
 - e. Name & full address of the time charterers, if any.
 - f. Name & full address of the voyage charterers, if any.
- vi)
 - a) Loading Port.
 - b) Discharge Port.
- vii)
 - a) Name & address with telephone & fax numbers of the agents at loading port.
 - b) Name & address with telephone & fax numbers of the agents at discharging port.
- viii) Nature of Cargo.
- ix) Name of the supplier of cargo
- x) Name of the cargo underwriters

13.07.02 The vessel upto 25 years only are acceptable to NFL underwriters. However, necessary clearance from port authorities on account of Age/Class/Flag to be obtained by suppliers/vessel owners.

13.07.03 Supplier shall ensure that the vessel employed is not more than 20 years old. Such Vessels are not allowed entry in port by Kandla, Vishakhapatnam, Mundra, Kakinada Deep Waters, Krishnapatnam and Gangavaram Ports unless she has been cleared by Kandla, Vishakhapatnam, Mundra, Kakinada Deep Waters, Krishnapatnam and Gangavaram any other port of India/ State control Authorities within the preceding six months. In case the ship chartered by supplier is 20 years or more of age, the shipping agent of the suppliers shall obtain necessary clearance from the authorities and the time take to obtain such clearance shall be to ship owner's/ supplier's account and the same shall be excluded while calculating the lay time.

13.08 Supplier shall ensure that the owner of the vessel obtains certification by approved surveyor that the ship's hatches, prior to loading of each shipment of the product, are commercially free from any impurity whatsoever, including contaminations if any, which remain in the ship's cargo as residue from earlier shipments. Supplier shall also ensure that cargo owner's right of recovery against the ship owners would not be lost or waived in any manner in the charter party. If the recovery rights are not included in the Charter Party by the supplier, against the ship owner for any reason, the receivers shall have the right to recover losses / damages to material during voyage from the supplier.

13.09 Prior Notice of Expected Time of Arrival (ETA):

At least 7 days prior to the date of commencement of loading of the ship, supplier shall notify NFL, by fax and email, the quantity of product to be shipped, the value of the product and any other relevant details that may be required by NFL.

As soon as the vessel sails from the supplier's / shipper's jetty, supplier shall notify NFL by fax /email the name of the vessel, date and time of sail and estimated date and the ETA at designated discharge port together with other details as may be required by NFL.

Master shall send a sailing telegram and fax to NFL on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded, estimated draft, fore and aft on arrival at disport and ETA at disport and another telegram & fax advising the latest estimated date of arrival while passing from Aden / Cape of Good Hope / Suez Canal.

Further, supplier shall either give or arrange with the Master of the vessel to give 96 hours, 72 hours, 48 hours and 24 hours' notice to NFL or their nominee indicating the ETA of the vessel at the port of unloading. Thereafter, for any change in the ETA of the vessel by more than a period of 24 hours, the supplier shall either advise or arrange with the Master of the vessel so that NFL is advised about the revised ETA of the vessel.

13.10 Discharge Rate and excepted period:

The cargo shall be discharged from the vessel at an average rate as stipulated in Clause 11.00 of NIT basis **four** or more available and workable hatches / holds and prorata if less, per weather working day of 24 consecutive hours, Sundays and Holidays excepted, even if used (WWDSHEXEIU).

Time shall not be counted between 12.00 noon on Saturday and 8.00 a.m. on Monday and not between 5.00 p.m. (Noon if Saturday) on the last working day preceding a local and legal holiday and 8.00 a.m. on the first working day thereafter even if used, unless the vessel is already on demurrage. Receivers have the right to work during excepted period such time used not to count as lay time.

13.11 Notice of Readiness & Commencement of Laytime:

The Master shall give notice of readiness to NFL or nominated agents during official working hours. The time at discharging port shall begin to count from 24 running hours after the vessel's arrival within the port limits and Notice of readiness tendered and accepted during official working hours, reported and in free pratique, whether in berth or not, but not between the hours of 5 p.m. and 8.00 a.m. on a week day or during any of the periods excepted (for discharge port) even if used.

13.12 The non-weather / half weather working days as per statement of facts (SOF) not to count as lay time used, even if used, whether the vessel is on berth or in stream, whether discharging or not. However, once the vessel is on demurrage such days will also count as lay time, subject to force majeure conditions

13.13 Surf days not to count as weather working days **even if** used.

13.14 No cargo is to be loaded in twin decks, deep tanks, wing tanks or bunker spaces. The master is, however, to have the liberty of loading in such spaces for the purpose of stability of the vessel but any extra expenses incurred by reasons of discharging from such spaces not easily accessible is to be to the ship owner's / supplier's account and the laytime admissible will be calculated at half the specified normal rate for discharging.

- 13.15** Cost of shifting to second berth (if used) including fuel shall be to the vessel owner's / supplier's account and time used in shifting not to count as laytime.
- 13.16** Cost of first opening and last closing of hatches shall be to ship owner's / supplier's account and time used not to count as laytime.
- 13.17** Supplier / Ship owners to undertake that vessel's arrival draft at the discharging port in India not to exceed the norms as per Clause 11.00 of NIT of designated discharge port. Any lighterage cost over agreed draft on arrival shall be on ship owner's supplier's risk and cost and time used not to count as laytime.
- 13.18** Lighterage, if any, at the disport to NFL's risk and expenses subject to Clause 13.17.
- 13.19** Rigging gangs employed at discharging port to be for owner's / supplier's account.
- 13.20** The vessel shall give free use of all available gears for discharging also lights for night work on board. If all gears are not available discharge rate to be reduced proportionately.
- 13.21 Demurrage / Dispatch:**
Demurrage / Dispatch rate shall be as per Charter Party. NFL shall be intimated the rate of Demurrage / Dispatch prior to fixing of the vessel.
Supplier shall pay to NFL dispatch money and NFL to pay to supplier demurrage money at the rate and in the currency as mentioned in the Charter Party Agreement per day and prorata for part of a day for all working time saved in discharging.
However, if demurrage is incurred at the port of discharge by reasons of port problems, fire, explosion, storm or by strike, lock-out, stoppage or restraint of labour of master, officers and crew of the vessel or tug boats or pilots or any other force majeure circumstances, no demurrage will be payable.
- 13.22** It will be agreed that NFL or its nominee shall have to sign the Statement of Facts and other customary documents together with the Master of the vessel and ship owner's agent at disport.
- 13.23** Overtime to the account of party ordering the same. Officers' / Crews' overtime to be always for supplier's / ship owner's account.
- 13.24 Supplier's / charterer's shall appoint agent at discharge port and the fees shall be payable by the ship owners at usual tariff.**
- 13.25** Demurrage Dispatch rates are agreed at the time of each vessel nomination and shall be emailed/ faxed immediately on nomination of the vessel.
- 13.26** After arrival of the vessel at the customary anchorage at the port of unloading, the master / his agent shall give NFL or their agent notice by letter, telephone, telegraph, wireless to NFL / their nominees confirming that the vessel is in all respects ready to discharge the product.
- 13.27** When delay is caused to vessel getting into berth giving notice of readiness for any reason over which NFL has no control, such delay shall not count as used lay time.
- 13.28** Time consumed by the vessel in moving from the discharge port / anchorage to anchorage / discharging berth will not count as lay time.
- 13.29 Safe Berth & Shifting:**
The vessel having a draft as indicated in tender shall discharge at any safe berth. NFL has the right to shift the vessel from one berth to another berth / anchorage i.e. one/two shifting shall be permitted and shifting charges up to two shifting shall be to supplier's / owner's account.

13.30 Port Dues:

At discharging port, dues on vessel including cargo related charges will be for the supplier's/ owner's account but duties on product including import duties taxes and customs duties will be to NFL's account

13.31 Completion of Discharge:

The vessel shall have the liberty to sail immediately on completion of discharge and final joint draft survey unless obstructed by weather, fog or port conditions, for which NFL shall not be responsible by any manner.

14.00 Shipping Conditions in respect of FOB Contracts:

14.01 Within 15 days of the conclusion of the contract, the supplier will give to NFL a firm shipment schedule indicating quantities, which shall be as per NFL's requirement. Supplier shall make available the agreed quantity to enable NFL to charter suitable vessel.

14.02 NFL/their charterer will arrange and coordinate shipment and will charter or arrange to charter a ship according to the schedule given by the supplier's or within 15 days after that date.

14.03 NFL to ask for supplier's / shipper's stem approval before fixing vessel giving the vessel details. After obtaining stem approval from supplier / shipper entire responsibility & liability arising out of delay in berthing, loading, availability of cargo shall be to supplier's account. If cargo is not available after ship has arrived in the port of loading according to schedule, the tenderer shall be responsible for the costs and demurrage of the vessel, and dead freight, if any due to incomplete loading because of the un-readiness of either part or whole of the goods when the vessel has been in port at due time, and the notice of readiness has been served and accepted.

14.04 Vessels to be fully fitted with winches and derricks in good working order, capable of being worked simultaneously and to their full capacity. The vessel shall give free use of winches and steam or power for same if required, but not exceeding their ordinary capacity and all available gear for loading and discharging, also light for night work on board, winchman from crew to be used if permitted, otherwise shore winchman will be for supplier's account.

14.05 Vessels nominated by NFL to be dry and clean.

14.06 The supplier agrees to load from one / two safe berth(s) always accessible from the port. In case, two berths are used for loading, shifting expenses including bunker / fuel consumed, tug hire and crew's overtime will be to vessel's account and time for shifting not to count as laytime. Cost involved for more than one shifting is to be on supplier's account.

14.07 If cargo has to be loaded into deep tanks or places not easily accessible for stability of the vessel, any extra costs for loading shall be borne by the owners.

14.08 At load port time to commence at 1.00 p.m. if notice of readiness to load is tendered during office hours before noon and 8.00 a.m. next working day if notice of readiness is tendered during office hours after noon whether in the port or in the roadstead, whether in berth or not, whether free pratique granted or not or notice of readiness accepted or not. Fridays / Sundays (as the case may be) and Holidays excluded unless used and if used actual time used to count as laytime. If loading starts before commencement of laytime, only half of such time used to count as laytime.

- 14.09** The supplier / shipper will load, stow and trim the vessel at the port of loading at the minimum rate indicated in Clause 15.00 of GTC per weather working day of 24 consecutive hours, Thursday / Saturday afternoon (as the case may be), Friday / Sunday and Holiday exempted, at their own cost. Time shall not count between noon Thursday / Saturday and 8.00 a.m. on Saturday / Monday nor between 5.00 p.m. (Noon Thursday /Saturday) on the last working day preceding a legal holiday and 8.00 a.m. on the first working day thereafter unless used and if used actual time used to count unless the vessel is already on demurrage.
- 14.10** Port charges, quay dues and similar dues on ship to owner's account. Supplier to pay all dues, taxes and duties on the cargo in the country of origin.
- 14.11** NFL to be responsible towards supplier for dispatch money on all working time saved at loading port.
- 14.12** First opening and last closing of hatches, to be for owner's account and time used not to count.
- 14.13** The cargo shall be loaded by supplier / shipper free of expenses and risk to the vessel but under the supervision of Master.
- 14.14** Overtime for account of the party ordering it. Officers' / crew's overtime to owner's account. Overtime if ordered by port and custom authorities same to be shared equally between owners and supplier at loading port.
- 14.15** Ship Owner's to give supplier's / shipper's seven running days approximate notice of vessel's expected readiness to load, stating approximate quantity required in metric tons or cause such notice to be served on shipper's port representative. Five running days definite notice of vessel load readiness at loading port will be given to supplier's / shipper's or their representative, time of arrival to be confirmed through fax by the Master not later than 48 hours in advance.
- 14.16 The Terms FOB Vessel Port of Export means:**
- a. Loaded, stowed and trimmed on board overseas vessels at named port of export free of expense to NFL.
 - b. That it shall be the responsibility of the supplier to do the following:
 - i) Provide for and pay and bear all charges incurred in placing goods actually on board the vessel designated and provided by or for NFL on the date of within the period fixed. The cost of any extra cargo battens, dunnage, required and rigging of the same will be to vessels account.
 - ii) Provide clean 'ON BOARD', Ocean bill of Lading.
 - iii) Be responsible for any loss or damage or both until goods have been placed actually on board the vessel on the date or within the period fixed and clean 'ON BOARD' Bill of Lading or clean Mate's receipt is delivered to the shipper by the Master and
 - iv) Render NFL or their authorized agents assistance in obtaining the documents issued in the country of origin or of shipment or of both, which may be required for purpose of exportation or of importation at destination.

14.17 Demurrage at load port will be to supplier's account and it will be paid by the supplier to NFL at the rate stipulated in the Charter Party.

14.18 Demurrage / Dispatch rates will be as per relevant Charter Party payable in US Dollars / Indian Rupees whichever applicable.

15.00 Loading Speed:

Bidders to specify load rate.

16.00 Shipping / Documentation:

Immediately on sailing of a vessel, the supplier shall advise NFL by email / courier service and also by fax, the name of the vessel, date of sailing, quantity shipped and invoice value.

Simultaneously, supplier shall dispatch directly to NFL, two negotiable sets with two non-negotiable sets of following documents through courier:

- i) Two of the three negotiable copies of the Clean Bill of Lading showing National Fertilizers Limited., Noida-201301, India as consignee and marked "Freight Prepaid" or "Freight Payable" as per C/P and two copies of nonnegotiable B/L.
- ii) Certified commercial invoice in duplicate.
- iii) Certificate of origin in duplicate.
- iv) Draft Survey Report in duplicate.
- v) Confirmation certificate from independent inspection agency, that the product loaded is from single source(manufacturer) and is in uniform in prill size and colour as per NIT.
- vi) Analytical report in duplicate.
- vii) Certificate from supplier to the effect that the material supplied under the contract is correct as to the quality, quantity, rate and total value.
- viii) Fax copy of intimation to our underwriters for insuring the cargo.
- ix) Stowage Plan in duplicate.

17.00 Indian Agent:

17.01 The Tenderer shall disclose the name & address of their agent / representative along with the following information:

- i) Indian Agent's registration numbers and their permanent income tax account number.
- ii) Amount and nature of commission / remuneration.
- iii) A copy of terms & conditions of the appointment of the **Indian Agents including the commission being paid to them.**

In case there is no agent in India, the tenderer shall certify that they have no agents in India and no remuneration is to be paid to any Indian Party.

17.02 NFL while remitting payment to supplier shall deduct the Indian Agent's commission from the value of the invoice and pay to the Indian Agent in equivalent Indian Rupees.

17.03 In cases where there is no agent but the supplier has any Indian Branch or subsidiary or financially inter-linked concern the same shall be intimated to NFL. This will also include such Indian agent, who is paid general retainer fee and may not have any reference to this particular contract i.e. supplier shall intimate to NFL if they have got any agent /

representative by whatsoever name he may be called in India and is receiving in India and / or outside India, any payment or facility in any form in return for any service rendered by him to the supplier.

- 17.04** Should NFL suffer any loss / losses or penalization by the appropriate authority in India because of the failure or action of the seller in not disclosing the names and other details in respect of their agents in India, NFL shall hold the supplier responsible for such penalties and shall be entitled to claim from them damages for breach of the above provision of the contract and also to resort to such other action which they may consider appropriate.

18.00 Quality Claims:

NFL shall lodge claims, if any, for quality within 90 days of discharge of cargo at the destination ports based on the analysis result obtained at load port / disport and the supporting documents shall be sent by NFL to the supplier by air mail within 30 days of lodging the claims. If the supplier does not accept the same, the sample drawn at load port / disport for umpire analysis shall be got analyzed from umpire laboratory and the cost of such umpire's analysis shall be borne by the losing party. The result of such umpire analysis shall be final and binding on both the parties.

19.00 Mutually Agreed Damages:

In the event of failure to ship the material within the time stipulated in the contract it is agreed that NFL shall have the right to exercise any or all of the following options as the case may be:

- i) To cancel the contract either entirely or to the extent of non-supplied portion thereof and purchase the material at the risk and cost of the supplier. NFL shall be entitled to recover such additional cost and damages by all legal means including invocation of PG Bond.
- ii) To purchase from other source without notice to the supplier at the risk and cost of the supplier, the material not delivered or material of similar description for which NFL shall have unfettered right to decide such option without cancelling the contract in respect of the consignment(s) not yet due for delivery. NFL shall be entitled to recover such additional cost and damages by all legal means including invocation of PG Bond.
- iii) To recover as mutually agreed damages for the delay in shipment the material for the period of such delay beyond the contractual shipment period until actual delivery or until NFL secures the material from other sources, a sum equivalent to 1% per week for each week or part of week's delay, subject to maximum of 5%. In case of single shipment contract, the mutually agreed damages shall be applicable on the contract value and in case of multiple shipment contract, the mutually agreed damages shall be applicable on the undelivered quantity.

20.00 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.

21.00 Disputes / Arbitration:

21.01 FOR INDIAN PARTIES

"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 Chairman & Managing Director, National Fertilizers Limited for appointment of Arbitrator.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made thereunder.

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

21.02 Foreign Vendors/Parties

"All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, India by one or more arbitrators appointed in accordance with the said Rules."

21.03 PSEs and Government Department :-

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and

Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

22.00 Jurisdiction:

The CONTRACT shall be deemed to have been entered into at New Delhi and all causes of action in relation to the CONTRACT will thus be deemed to have arisen only within the jurisdiction of the Delhi Courts to the exclusion of all other courts.

23.00 Governing Law:

The contract shall be constructed and governed by Indian Law.

24.00 Tenderers are requested to adhere to the terms & conditions of this NIT.





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 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 Owner 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
- (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.



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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 :

**FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND
PERFORMANCE GUARANTEE**

In consideration of M/s. National Fertilizers Limited, [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 to 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 of the **Order** or to extend time of performance by the said **Supplier / Contractor** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **NFL** against the said **Supplier / Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Supplier / Contractor** or for any forbearance, act or omission on the part of **NFL**

or any indulgence by **NFL** to the **Supplier / Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. In order to give full effect to this guarantee, NFL will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.
6. Our liability under this bank guarantee is restricted to Rs. _____ [Rupees _____] and shall remain in force up to _____ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.
7. The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch) _____.
8. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said **Supplier / Contractor** or the provision of the contract between **Supplier / Contractor** and **NFL**.
9. 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 the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to General Manager, National Fertilizers Limited, Corporate Office, A-11, Sector-24, Noida-201301(UP) INDIA.
10. 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.
11. We, _____ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NFL in writing.

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 Bank:

Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

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INTEGRITY PACT

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

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

AND

_____ hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

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

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

Section 1 – Commitments of the Principal.

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

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

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



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

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

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

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

Section 4 : Compensation for Damages

1. If the Principal, has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.



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

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

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

ditions

एन. के. शर्मा / *P. U. Khanna*
महा प्रबंधक (विपणन)
General Manager (Mktg.)
नोएडा फर्टिलाइजर्स लिमिटेड
Noida Fertilizers Limited
सेक्टर-24, नोएडा-201301
Sector-24, Noida-201301



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to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 : Pact Duration

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

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

Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
 एन. के. शर्मा / N. K. SHARMA
 महा प्रबन्धक (विपणन)
 General Manager (Mktg.)
 नेशनल फर्टिलाइजर्स लिमिटेड
 National Fertilizers Limited
 ए-11, सेक्टर-24, नोएडा-201301
 Place ए-11, सेक्टर-24, नोएडा-201301
 Date 08.07.2016.

(For & on behalf of Bidder/Contractor)
 (Office Seal)

Witness 1 :
 (Name & Address)

Rajesh Kumar
SM(M)
NFL A-11, Sector-24
Noida-201301, India

Witness 2 :
 (Name & Address)

Shuchita Shukla
DyM(M)
NFL- A-11, Sector 24
Noida- 201301, UP, India.

Witness 1 :
 (Name & Address)

Witness 2 :
 (Name & Address)

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CINL74899DL1974GOI007417

Tender No:- IMPDAPR201617/12

Annexure-V

National Fertilizers Limited
(A Govt. of India Undertaking)

Corporate Office:- A-11, Sector-24, Noida-201301, Dist. Gautam Budh Nagar, Uttar Pradesh

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

Fax: 00-91-120-2412218, 2411524

e-mail: imports@nfl.co.in

ELIGIBILITY CRITERIA FOR ACCREDITATION OF SUPPLIERS INTERESTED IN PARTICIPATING IN TENDER

Note:- Those Suppliers who have already submitted documents for accreditation for the year 2016-17, need not submit the documents again

(Documents for Pre-qualification/Accreditation to be submitted physically before due opening date of tender)

1 The eligibility is under three categories listed below:

Category I	Producers
Category II	Reputed International Traders with support letter from the producers. They should have supplied this material to India at least for two years in the last three years.
Category III	Other Traders: Parties who do not fall under the above mentioned categories,

2 FOR ACCREDITATION, THE VENDEORS TO FURNISH THE FOLLOWING DETAILS/DOCUMENTS

Sr.	DETAILS/ DOCUMENTS TO BE FURNISHED BY ALL VENDORS:
1	Name of the Firm / vendor and Company details (Complete address with Tel No. Fax No. email etc., Name of Directors / Chief Executive, History and Structure of the Organization)
2	Complete technical details / specification of the product for which pre-qualification is sought.
3	Details of mining / manufacturing facilities with location and capacity of each producing unit. In case of vendors under Category – II & III, they will furnish the details of the facilities of their producer.
4	Financial Statements (Annual Reports) for the last 3 years.
5	Worldwide list of Customers including customers in India to whom the material has been supplied during last 3 years specifying quantity supplied with documentary evidence.
6	In case the vendors have any representatives in India, they shall submit a copy of their agreement with the Indian representative giving the details of their relationship with the Indian representative.
7	DOCUMENTS TO BE FURNISHED IN CASE OF VENDORS UNDER CATEGORY-II:
a	Copy of their agreement with producer giving the details of their relationship with the producer OR support letter from producer mentioning the reference of the tender.
b	Documentary evidence viz. BL / Invoice for having supplied the product into India for atleast 2 years in the last 3 years.
8	DOCUMENTS TO BE FURNISHED IN CASE OF VENDORS UNDER CATEGORY-III:
a	Copy of their agreement with producer giving the details of their relationship with the producer OR support letter from producer mentioning the reference of the tender.
b	Credit rating as evaluated by any of the following three agencies: i. Standard & Poor ii. Moody's iii. Dun & Bradstreet The Credit Rating will be appropriately evaluated by NFL in relation to the value of one shipment under the relevant NIT.
c	Reference from bankers.

General Manager (Mktg.)

PRICE BID FORMAT
(Available on <https://nfl.etenders.in>)

TENDER NO.

DATE

(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

SI	Details /	West Coast	East Coast
	Price (USD)	Kandla/ Mundra	Kakinada/Krishnapatnam/Vizag
1.	Quantity (Required) in MT	1,00,000	50,000
2.	Quantity (Offered) in MT		
3	CFR Rate with 180 days credit from the date of Bill of Lading		
4	(-) Discount		
5	(-) Franchise Discount		
6	Net CFR Rate		
7	Agency Commission payable to Indian Agent (Included in Net CFR Rates (Sl. No.8))		

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. NFL while remitting payment to supplier shall deduct the Indian Agent's commission from the value of the invoice and pay to the Indian Agent in equivalent Indian Rupees.

(Signature)

Name of the Bidder.....

Annexure-VII

SPECIAL INSTRUCTIONS TO TENDERERS

1. **Mode of Tendering:**

National Fertilizers Ltd. has decided to do procurement of fertilizers against this tender through e-tendering. The NIT is available on website <https://nfl.etenders.in>, www.nationalfertilizers.com and www.eprocure.gov.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>. 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.

You are already 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 through online only, opening of bids and other related activities. It is 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, (General Manager-Mktg) Contact No.- 07065557056 Email –nksharma@nfl.co.in	Name-Rajeev K Sharma, (Sr. Manager) 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 remaining process shall be completed considering the other valid bids. This shall however, be without any prejudice 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.
- It is mandatory for the vendors to use the digital certificate in all their bidding Process.
- To participate in e tendering of NFL, please refer <https://nfl.etenders.in> for System requirement, Browser configuration, procedures etc
- 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.
- 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. shall be available on the above mentioned website against this tender.

Tender Schedule for Import of Fertilizers is –

Sr.	Tender Stage	Date & Time
1	Document Download Start	As per NIT
2	Document Download End	
3	Due/ Submission of Tender Date	
4	Techno-Commercial Bid Opening	
5	Price Bid Opening	Techno-commercially acceptable bidders shall be notified separately

Note: After expiry of date & time for a particular activity as mentioned above, that 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.

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

9. The contract shall be finalized on unit 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 out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality:

1	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2	Bids have been submitted but the same cannot be opened by NFL.	The due date of opening shall be extended suitably.