



**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 sailing period shall be as specified in **Clause 4.00 & 10.00** of NIT subject to:
- a) The quantity is mentioned at Clause 4.00 of NIT. However, NFL reserves the right to order part quantity at its sole discretion. 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.
 - b) Vessel sailing of the product shall be effected within a period as mentioned in Clause 10.00 of NIT. 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 Vessel Sailing Date:** - The date of sailing of vessel shall be the date on which the vessel, after completion of loading, sails from the load port for discharge port. Timely vessel sailing is the essence of the contract and shall be treated as firm. Any delay in effecting contracted vessel sailing, will render the Sellers liable for breach of contract and shall be dealt as per Default clause No 18.0
- 1.09 Date of Shipment:** In case of multiple Bills of Lading for the vessel, the date of Bill of Lading issued in the last for the vessel shall be treated as shipment date for the total cargo loaded in that vessel.

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/



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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:

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

2.02 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 and 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”.
 - (a) Acceptance of all terms and conditions of the NIT and signed terms & conditions of tender documents in token of acceptance, without any deviation.
 - (b) Particulars of Indian agent, if any and their Constitution.
 - (c) Manufacturer’s Certificate/support letter in original and annual rated capacity of the Manufacturer for the product tendered.
 - (d) Country of origin of material, parcel size to be mentioned on NFL’s e-tender portal.
- 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
 - a) Bid Bond/ Earnest Money in Original.
 - b) Bank Reference Letter, for category III as per annexure-V
 - c) Valid Credit rating, wherever applicable as per annexure-V

2.03 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.

2.04 If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with 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. Incomplete tenders in any respect and/ or with deviation shall be summarily rejected.

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:** Any trader / supplier who has 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 company or sole selling company of producer, shall be treated under category I for which they have to submit their requisite documents to prove their relation with their principals. Indian Central Govt. Public Sector Undertakings are exempted from submission of EMD.

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: 07-1819-MOP-01E for supply of MOP.

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. Any amendment to bid bond, if any, so submitted should also mention tender no. and date and amended bid bond must be valid till 90 days from date of opening of tender. EMD will not carry any interest. EMD may also be submitted in US \$ by Swift message mentioning reference of Tender No: 07-1819-MOP-01E. 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**.



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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 / vessel under the contract

The PG Bond shall cover the performance of the contract, quantity short landed including the equivalent amount of custom duty and CVD deposited on quantity short landed (recoverable), 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) Offers should be made on **CFR FO (CIF – FOR IRANIAN CARGO)** basis in US Dollars PMT indicating Freight component PMT included in quoted prices separately in Price Bid Performa (annexure-VI). Such bids shall be evaluated with GST as applicable on freight. In case, offers are received without indication of freight, the value of taxable service in respect of ocean freight shall be deemed to be 10% of CIF value and applicable GST shall be loaded accordingly for evaluation purpose.
- b) For Cargos loaded from Iranian Ports, the Supplier shall raise their invoice in AED only . . The invoice of supplier shall be settled in AED with all Indian bank charge to Buyer's A/c and all bank charges and other charges including levies & taxes etc outside India are to beneficiary A/c. . The settlement bill provided by bank shall in INR shall be converted in USD at the prevailing RBI reference rate on the date of transaction. The debit note for any difference towards contracted rate for supplier in USD and actual derived payment in USD shall be issued & the supplier shall pay the debit note immediately on first demand itself.
- c) The price should be inclusive of Agency Commission, if any, and should be indicated in Price Bid Performa (annexure VI)

The price should be quoted for payment at sight **Letter of Credit (L/C)** against presentation of shipping documents only for cargos loaded from other than Iranian Ports In case of cargo loaded from Iranian port, the payment shall be made in CAD basis within five working days and only after safe arrival of material at discharge port, on presentation of document as defined here under clause 10.00.

- 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, including Franchise discounts, to be indicated in the price format only.

8.00 Documents Related to Manufacturer Certificate/Support letter: - Supplier must submit the Manufacturer certificate/support letter along with Manufacturers production capacity of the product to NFL at the time of submission of tender. Supplier must also mention load port and load rate from where vessel shall be loaded.

9.00 Invoicing: Supplier should raise invoice for material in CFR FO (CIF – FOR IRANIAN CARGO) price and also mention the freight component of CFR FO (CIF – FOR IRANIAN CARGO) price in invoice itself. The freight component should authenticated by enclosing copy of Charter Party agreement that supplier has entered with the vessel owner. In case the freight component mentioned in invoice/charter party agreement is higher than the freight mentioned in e-price bid



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then the additional GST liability towards differential freight shall be to Supplier's account. Supplier shall immediately pay the GST towards differential freight (higher) immediately on Buyer's first demand. For Invoice on AED basis the following exchange rate shall be considered USD 1 = AED 3.6725

10.00 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 from Bill of Lading date, as the case may be, **on presentation of following documents:**

- i) Three original plus three copies of beneficiary signed **COMMERCIAL INVOICE** with complete product specifications (as per latest Indian FCO) for 100 percent shipment value. The commercial invoice must also specify contract/ PO/ Lol No. with date, Country of origin of goods, port of loading, BL number, vessel's sailing date and freight from load port to discharge port.
- ii) Three/Three Negotiable Clean **BILL OF LADING** plus 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) One original plus two copies of **CERTIFICATE OF QUALITY AND INSPECTION** issued by independent international inspection agency who is a member of International Federation of Inspection Agency (IFIA), appointed by seller, mentioning result of analysis, method of analysis adopted and weight of cargo. The certificate must certify about inspection and cleanliness of holds. The certificate must certify that goods conform to the contractual quality specifications. The inspection agency shall also submit one original and two copies of confirmation that the product loaded is from single source (plant) and is uniform in prill size and colour, free flowing and as per NIT/contract/PO/LOI.
- iv) One original plus two copies of **CERTIFICATE OF WEIGHT** issued by Seller's Inspection Agency showing weight of cargo shipped.
- v) One original and two copies of Load Port **DRAFT SURVEY REPORT**, jointly signed by shippers' agent, vessel's master/ agent and Seller's inspecting agency.
- vi) One original plus two copies of **MANUFACTURER'S CERTIFICATE** confirming that the vessel has been loaded with the product manufactured by them.
- vii) One original plus two copies of **CERTIFICATE OF ORIGIN** issued by either by the Local Chamber of Commerce or by Ministry of Trade/Industry/Commerce of the country of Origin of goods or any competent Govt. Authority of the Country. Certificate of Origin issued by Manufacturer/ Supplier/Shipper/ Inspection Agency /Chamber of Commerce of third Country or anyone else are not acceptable. For Chinese origin cargo, Certificate of Origin issued by 'China Council for Promotion of International Trade' is acceptable.
- viii) One copy of **SHIPPING ADVICE** sent via email/ fax, by supplier to buyer i.e., Chief General Manager (Mktg.), National Fertilizers Limited and buyer's underwriters (as provided by NFL) within 24 hrs of sailing of vessel giving consignment details i.e., name of vessel, load port, country of origin, BL number, date of sailing, quantity shipped, contract/ PO/ Lol No. with date, LC No. with date and ETA at the designated discharge port.



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- ix) One original plus two copies of **SUPPLIER CERTIFICATE I** from the supplier that the material supplied under the contract is 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.
- x) One original and two copies of **SUPPLIER CERTIFICATE II** to the effect that two non-negotiable sets have been couriered and faxed/ e-mailed immediately on sailing of vessel directly to NFL or to the addressee specified by NFL.
- xi) One original and two copies of **VESSEL MASTER'S CERTIFICATE** for having received one copy of Bill of Lading (B/L) and sample in sealed jar from supplier's inspection agency.
- xii) One original plus two copies of **STOWAGE PLAN** signed in ink by master of the vessel and bearing his/ vessel's seal/ stamp. In case the stowage plan is issued/ signed by vessel's load port agent; the original letter of authority issued by master of the vessel authorizing vessel's load port agent, for issuance/ signing of stowage plan is to be annexed with the stowage plan.
- xiii) One original plus two copies of **CERTIFICATE OF SAMPLING** certifying that composite samples were drawn during loading as per procedure stipulated in Indian FCO 1985 along with latest amendments.

11.00 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/ Chief General Manager (Mktg.), NFL immediately on shipping the product informing the name of the ship, quantity, value of material, port of loading etc.

12.00 Inspection & Testing:

- 12.01 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.
- 12.02 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.
- 12.03 Irrespective of whether NFL appoints inspection agency or not, it will be obligatory on the part of the supplier to obtain **Certificates of Inspection** from internationally reputed Inspection Agency appointed by Seller 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.
- 12.04 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 as per India FCO. 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.

13.00 Analysis / Sampling & Weighment:

Analysis / Sampling & Weighment shall be in accordance with Clauses 11.00 & 12.00 of NIT.

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

- 14.01 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



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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.

14.02 The Invoice quantity shall be based on weighment as per Clause No.12.00 of NIT.

15.00 Shipping conditions in respect of CFR FO contracts as per annexure-VIII.

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, B/L details, date of sailing, quantity shipped and invoice value.

Simultaneously, supplier shall dispatch directly to NFL, two non-negotiable sets of following documents through courier as per clause 10.0 of GTC:

- i) Clean Bill of Lading showing National Fertilizers Limited., Noida-201301, India as consignee and marked "Freight Prepaid" or "Freight Payable" as per C/P.
- ii) Certified commercial invoice.
- iii) Manufacturer Certificate that the vessel has been supplied with product manufactured by them.
- iv) Certificate of Origin.
- v) Draft Survey Report & Certificate of Weight.
- vi) Certificate of Quality & Inspection.(for cargo shipped from Iranian Port, Inspection Agency having valid authorization from Iranian National Standardization Organization)
- vii) Supplier Certificate I
- viii) Copy of intimation to our underwriters for insuring the cargo as per Shipping Advice.
- ix) Stowage Plan.
- x) Certificate of Sampling

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, amount and nature of commission / remuneration.
- (ii) A copy of terms & conditions of the appointment of the **Indian Agents including the commission being paid to them.**
- (iii) 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.
- (iv) The Indian Agent's commission, if any, will be paid in India in Indian Rupee. The conversion will be made only at the prevailing RBI Reference Rate at the time of making payment. Payment of agent's commission will be subject to deduction of tax as may be applicable.

17.02 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.

17.03 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:



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NFL shall lodge claims, if any, for the non/ substandard quality within 30 days of receipt of quality report of the vessel from Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port in India and the documents in support of NFL's claim shall be sent by NFL to the supplier by airmail/ mail

19.00 Default:

In the event of failure to sail the vessel from Load Port within the time stipulated in the NIT's clause No.10.00 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 liquidated damages for the delay in sailing of vessel from load port and for the period of such delay beyond the contractual sailing period until actual delivery, a sum equivalent to 1% per week or part thereof for each week or part of week's delay, subject to maximum of 5%. In case of single shipment contract, the damages shall be applicable on the contract value and in case of multiple shipment contract, the damages shall be applicable on the undelivered quantity.

20.00 Contract Terms: The contract shall be governed by the latest version of INCOTERMS.

21.00 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.

22.00 Disputes / Arbitration:

22.01 FOR INDIAN PARTIES



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“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 there under.

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.

22.02 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.”

22.03 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”.

23.00 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.

24.00 Governing Law: The contract shall be constructed and governed by Indian Law in English only.

25.00 Tenderers are requested to adhere to the terms & conditions of the NIT & GTC.



List of Banks for Bank Guarantees

A) Nationalized Banks	
1. State Bank of India and its Associated Banks	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.	20. Allahabad Bank

B) 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	

C) 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
15. Societe Generale	

D) 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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**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.

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



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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 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.



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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 Chief 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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**ACCREDITATION DOCUMENT FOR MOP MANUFACTURERS/ TRADERS**

- A. Basic Information of Applicant:** (To be filled in English language, printed on firm's letterhead & duly signed)
1. Firm's Name:.....
 2. Contact Address:.....
Phone no:..... Fax no:..... e-mail:.....
 3. Contact Person:..... Number:..... e-mail:.....
 4. Details of Firm's CEO & Directors:
 5. Name of Indian Agent & Type of Agreement (if any):.....
- B. Category Applied for:** [Category I (Manufacturers)/ Category II (Reputed Traders)/ Category III (Others)]
.....

Category Specific Information of Applicant: (To be submitted in the form of Physical Documents)

6. List of physical documents submitted:

(a) Category I – Manufacturers

- (i) Details of MOP manufacturing facility, plant-wise location & capacity; total MOP production capacity in MT per year and total quantity available for exports.
- (ii) Firm's Profile, History & Organization Structure.
- (iii) Financial Statements of last three years – FY 2014-15, FY 2015-16, FY 2016-17 or CY 2015, CY 2016, CY 2017 (Excluding the years for which the financial statements have already submitted).
- (iv) World-wide list of customers (including those in India) to whom the MOP is supplied/ exported in last three years & quantity.

(b) Category II – Reputed Traders of MOP Reputed Traders of MOP who have supplied MOP in any 2 years of the last three years (Years considered as calendar years 2015, 2016 and 2017)

- (i) Documentary evidence in support of point 6 (b) above, i.e., copies of Bills of Lading or Commercial Invoices indicating applying firm's name and MOP supplies made to India for at least two years in last three years.
- (ii) Firm's Profile, History & Organization Structure.
- (iii) Financial Statements of last three years – FY 2014-15, FY 2015-16, FY 2016-17 or CY 2015, CY 2016, CY 2017. (Excluding the years for which the financial statements have already submitted).
- (iv) World-wide list of customers to whom the MOP is supplied/ exported in last three years & quantity.

(c) Category III – Others

- (i) Valid credit rating as evaluated by any of the following three agencies – Standard & Poor's/ Moody's Investor Service/ Dun & Bradstreet (Date of rating should not be more than 6 months old). Credit rating of any Reserve Bank of India (RBI) approved credit rating agency.
- (ii) Firm's Profile, History & Organization Structure.
- (iii) Financial Statements of last three years –FY 2014-15, FY 2015-16 and 2016-17 or CY 2015, CY 2016, CY 2017. (Excluding the years for which the financial statements have already submitted).
- (iv) World-wide list of customers to whom the MOP is supplied/ exported (if any) in last three years & quantity.

Address for submission of documents:

CGM (Mktg), Kind Attn: CM (Mktg) IM&PO,
NATIONAL FERTILIZERS LIMITED, A-11, SECTOR 24, NOIDA Pin 201301, UP.
E-mail: imports@nfl.co.in



PRICE BID FORMAT
(Separate for each Coast and Available on <https://nfl.etenders.in>)

(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 **USD** only.

Sl	Details / Price (USD)	West Coast Kakinada/ Vizag or any other safe Port in ECI
1.	Quantity (Required) in MT	25,000 +/-10%
2	Freight in USD	
3	CFR FO Rate with 180 days credit from the date of Bill of Lading	
4	(-) Discount on A/c of shrinkage allowance, port discharge rate, L/c discount, cash discount in lieu of credit period of 180 days	
5	Net Spot CFR FO Rate	
6	CIF Rate for Iranian Cargo	
7	Agency Commission payable to Indian Agent (Included in Net Spot CFR FO/CIF Rates (Row .5/6))	

Notes:

- Bidders are requested to quote prices separately for all Serial Nos. of the above table.
- The agency commission indicated above is included in the net Spot CFR FO (CIF – FOR IRANIAN CARGO) price.
- The applicable Insurance, Custom duty, GST, Stamp duty shall be added to Spot CFR FO/CIF FO price to arrive at the delivered cost at designated port, for evaluation.
- Incomplete tenders in any respect and/ or with deviation shall be summarily rejected.

I/ We (bidder) have carefully gone through the terms and conditions of the Tender and hereby agree to abide by the same without any deviation/condition.

.....
(Signature)

Name of the Bidder.....



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Annexure-VIA

PART – 1: TECHNICAL BID
(Available on <https://nfl.etenders.in>)

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

Sr	Requirement as per NIT	Details filed by Supplier		
1	Name and Complete address of Tenderer			
	Contact Person Name, Mobile No. Telephone No, Fax No., Email			
2	Name, address, email, telephone/mobile and fax no of representative for the purpose of communication and who are authorized to submit the documents on behalf of the principal, producer/supplier			
3	Name and address of Indian Agent, if any.			
4	Tender Applied Under Category I/II/III			
5	Country of origin of product			
6	Details of EMD deposited by Demand Draft/Pay Order/Bid-Bond	DD/Bid bond No & Date	Name of Bank	Amount in USD/INR
7	Integrity Pact submitted	Yes/NO		
8	Manufacturer's Certificate/support letter in original			
9	Annual rated capacity of the Manufacturer for the product tendered.			
10	Shipping and related particulars such as name of loading port, loading rate per day, shipment schedule, parcel size.			
11	Acceptance of all terms and conditions of tenders documents along with all annexures thereof	Yes/NO		

Undertaking/declaration

- I/We hereby confirm that we have read all the terms and conditions of this tender for Import of MOP, all the annexures attached thereof and all addendum/s, if any, issued and I/we undertake that all terms & conditions mentioned in this tender document consisting of pages 1 to 26 along with 4 pages of NIT and annexures and addendum, if any, are accepted to me/us without any deviation and I/We shall abide by the same fully.
- That the Tenderers, their associates, Sister concerns, etc. have not been blacklisted by any Institutional Agency/Govt. Deptt./Public Sector Undertaking in the last five years.
- That none of our Sister-Concern/ Group/ Associates Company is participating in this tender.

Signed Digitally

Place:

Date:

Note: In case of concealment of any fact, if detected later on, such tenderers will be debarred from all future dealing with NFL. The prospective Tenderers having any common partners/Directors/Managing partners, etc., or having any other common criteria shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participating in the tender.

**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, (Chief General Manager-Mktg) Contact No.- 07065557056 Email –nksharma@nfl.co.in	Name-Rajeev K Sharma, (Chief. Manager) Contact No.- +91-9312602121 Email – imports@nfl.co.in
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b) M/s Nextenders (India) Pvt Ltd.- Mumbai

Name – Mr. Prateek Parashar , Mobile - 09811038892 Email - prateek.prashar@nextenders.com Name - Ms. BarkhaHassija Mobile - 08879976220 Email – barkha.hassija@nextenders.com Support Team: Phone Nos.: 020-30187400, e-mail: support.nfl@nextenders.com For Digital certificate: - Name: - Mr. ShaileshVakil, Phone 022- 26611117 Mobile: 09820293499, Fax: 022-26611285	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.

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. 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	Pre Bid Meeting	
3	Document Download End	
4	Due/ Submission of Tender Date	
5	Techno-Commercial Bid Opening	
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, 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.

Shipping conditions in respect of CFR FO / CIF contracts:

The supplier shall abide by the following terms for CFR FO contracts:

1. Supplier shall arrange for chartering of suitable vessel fitted/ loaded with hold suitable for facilitating discharge. In case of geared vessels, the seller shall guarantee that the vessel is fitted with, grabs, , ropes, and winches 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. Vessel should be single Decker and should have Macgregorr or rolling type steel hatch cover. Vessel should be suitable for grab discharge
2. Vessels shall be chartered on the basis of one / two safe berth, one safe port on West Coast / East Coast of India as required.
3. 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.
4. NFL shall declare the discharge port at the time of accepting the vessel offered by Supplier.
5. Co-shipment may be considered only with the prior approval of NFL subject to that none of PO/ Lol/ NIT/ GTC terms are breached.
6. **GIC Approval & Extra Insurance Premium:**
 - 6.1. 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 as per IACS.
 - c. Month & Year of built.
 - d. G.R.T. / N.R.T.
 - e. DWT
 - f. Voyage Number.
 - g. Laycan
 - h. LOA, LLP, Beam
 - i. No. of Holds, Hatches & Type
 - j. No. of gears with capacity
 - k. No. of Grabs
 - l. Demurrage / Dispatch Rate
 - m. Whether ISM regulations have been complied with & validity period.
 - n. Name of Hull underwriters. If vessel is not insured, reasons thereof.
 - iii)
 - a. Name of the P&I Club of the vessel operator named above.
 - b. Name & full address of the voyage charterers, if any.
 - iv)
 - 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.
 - v) All Valid Ship certificates namely Ship Registry, International Tonnage Certificate, Load Line certificate, International Ship security certificate, Class certificate, Document of compliance certificate, P&I Club Certificate etc.
 - 6.2. The vessels up to 15 years of age are only acceptable to NFL. Vessel should have valid insurance cover from P&I (Protection & Indemnity) club duly approved by the Government of India under "Entry of Vessels into Port rules, 2005 under Indian Port Act, 1908"
 - 6.3. Sellers shall ensure that liberties, victories and other war built vessels are avoided for the loading of the cargo. Vessel so hired should not be of more than 15 years age. In case of necessity of chartering vessels older than 15 years, the seller shall take the prior approval of the buyer and overage insurance premium would be on seller's account. It may be noted that vessels older than 25 years shall not be accepted for shipment. Also vessels more than 20 years age are not allowed entry in Indian ports by Kandla, Vishakhapatnam, Mundra, Kakinada Deep Waters, Tuna, Dahej, Pipavav, Dhamra, Krishnapatnam and Gangavaram unless it has been cleared by the said ports or any other port of India/



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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 taken to obtain such clearance shall be to ship owner's/ supplier's account and the same shall be excluded while calculating the lay time.

7. Sellers would be liable to furnishing all relevant vessel particulars to enable the buyer to obtain approval of Insurance Company (General) before the vessel is finally accepted. Any extra premium charged by the insurance company towards approval of vessel of age more than 15 years would be to seller's account.
8. 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 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 (receiver) 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/discharge from the supplier.
9. **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 email 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 email & 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.
10. **Discharge Rate and excepted period:**

The cargo shall be discharged from the vessel at an average rate as stipulated in Clause 10.00 of NIT basis **four** or more available and workable hatches / holds and pro rata if less, per weather working day of 24 consecutive hours, Sundays and Holidays excepted, even if used (WWDSHEXEIU).
11. **Notice of Readiness & Commencement of Lay-time:**

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 i.e. 10.00 Hrs. to 17.00 Hrs from Monday to Friday and 10.00 to 12.00 Hrs on Saturdays or during any of the periods exempted (for discharge port) even if used reported and should be in free pratique, whether in berth or not. Charterers have the right to work during excepted periods, such time used not to count as lay time.

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.
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. Surf days not to count as weather working days **even if** used.
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 lay-time admissible will be calculated at half the specified normal rate for discharging.



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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 lay-time.
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 lay-time.
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 10.00 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 lay-time.
18. Rigging gangs employed at discharging port to be for owner's / supplier's account.
19. 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.
20. **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 provide the copy of their Charter Party Agreement with the vessel/Shipping agency well before the arrival of vessel at load port.
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.
21. 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.
22. Overtime to the account of party ordering the same. Officers' / Crews' overtime to be always for supplier's / ship owner's account.
23. **Supplier's / charterer's shall appoint agent at discharge port and the fees shall be payable by the ship owners at usual tariff.**
24. 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, emails, to NFL / their nominees confirming that the vessel is in all respects ready to discharge the product.
25. 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.
26. **Port Dues:**
At discharging port, dues on vessel will be for the supplier's/ owner's account but all dues on account of Cargo will be to NFL's account
27. **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.
28. The terms as per the Purchase Order (PO) would override terms of individual Charter Party unless the deviations are specifically accepted by the buyer. If a berth is available for the vessel upon its arrival at the port, then, in case the vessel is not ready to proceed to berth when allotted or commence discharge after berthing, the vessel will be considered as "Not Ready" and NOR will be deemed to be accepted when the vessel is ready in all respects to commence discharge.