



NATIONAL FERTILIZERS LIMITED

(A Government of India Undertaking)

[CINL74899DL1974GOI007417]

Regd Office:- Scope Complex, Core-III, 7, Institutional Area, Lodhi Road New Delhi-03

Corporate Office : A-11, Sector-24, Noida-201 301, Dist. Gautam Budh Nagar (UP) (India),

Phone: 00-91-120-2412294, 2412445, Fax: 00-91-120-4246764(T/F), 2412397,2411057,

e-mail: imports@nfl.co.in

Tender For Import of

DI-AMMONIUM PHOSPHATE (DAP)- Bulk (Fertilizer Grade)

February -2019

E-Tender ID: NFL-549

TENDER NO.	24-1819 DAP/08E	DATED	09.02.2019
NATIONAL FERTILIZERS LIMITED			
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NOTICE INVITING TENDER (NIT)

SUBJECT: IMPORT OF DI AMMONIUM PHOSPHATE (DAP)-BULK (FERTILISER GRADE)

NATIONAL FERTILIZERS LIMITED (NFL), intends to purchase DI AMMONIUM PHOSPHATE (Bulk) on CFR FO basis for earliest arrivals into India. Offers may be made on CFR FO basis in US Dollars per metric tonne of DI AMMONIUM PHOSPHATE at 1or 2 safe berths, one safe Indian port as given at point 8 of Part-A. CFR FO offers should indicate.

Part-A:-Basic Information, Dates and annexures details

1.	Tender Closing Date & Time	27 th February 2019 AT 1400 HRS. IST
2.	Techno Commercial Bid Opening Date & Time	27 th February 2019 AT 1415 HRS. IST
3.	a) Tendered Quantity b) Minimum Bid Quantity	1,00,000 MT±10% 25,000 MT±10%
4.	Price Bid Opening Date & Time	Only of technically qualified parties and to be intimated separately
5.	Shipment/Sailing From Load Ports	Latest by 31 st March, 2019
6.	Offer Validity	TILL 18.00 HRS OF 5 th March, 2019
7.	Bid Bond Validity	UPTO 90 days from date of opening of tender
8.	Coast, Discharge Port & Discharge Rate	East Coast : Kakinada/Vizag or any other safe port of ECI with discharge rate of 10000 MT PWWD SHEX EIU Beam/ LOA / Draft Restrictions: As applicable at respective discharge ports. This discharge rate shall be applicable basis 5 or more available/workable holds/hatches prorate, if less.
9.	Product & Specifications	Di-Ammonium Phosphate (18:46:0) - in loose bulk. SPECIFICATIONS :- Di-Ammonium Phosphate (DAP) 18:46:00 As per Indian Fertilizer Control Amendment Order 2017: a. Moisture : 02.50% Maximum by weight b. Total Nitrogen (Ammoniacal and urea) : 18.00% Minimum by weight c. Ammoniacal Nitrogen : 15.50% Minimum by weight d. Available Phosphorus (as P ₂ O ₅) : 46.00% Minimum by weight e. Water Soluble Phosphorus (as P ₂ O ₅) : 39.5% Minimum by weight f. Particle Size : Minimum 90% of the material shall be retained between 1mm and 4 mm sieve Colour of DAP: Black/ Dark Brown/ Dark Grey
10.	Address For Correspondence And For Collection And Submission of Documents	Chief General Manager(Materials), Import Section, National Fertilizers Limited, Corporate Office A-11, Sector-24, Noida - 201 301 , Dist. Gautam Budh Nagar (Up), India, Tel.: +91-120-2412294, 2412445, Fax: +91-120-4246764(T/F), 2411397,2411057 E-Mail : Imports@nfl.co.in
11.	Tender download	The Tender document can be downloaded from NFL's website www.nationalfertilizers.com or www.eprocure.gov.in or www.tenderwizard.com/NFL . Corrigendum/Addendum, if any, shall be published only on these websites.

12.	Tender Submission	Only through electronic mode for which Tenderers may log on to website www.tenderwizard.com/NFL . For further details, refer to annexure-VI & clause B - 10.00. Incomplete tenders in any respect and/ or with deviation shall be summarily rejected. 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.
13.	Instruction for submission of tender	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 email tenders or modifications in the tenders shall be considered under any circumstances.
14.	Technical Bid format	To be filed electronically on website as per Performa placed at Annexure-A
15.	Price Bid format	To be filed electronically on website as per Performa placed at Annexure-B
16.	CFRFO Shipment terms	General Shipment Terms In Respect Of CFR FO Contracts placed at Annexure-I
17.	Bid Bond Performa	Placed At Annexure-II
18.	Performa PGB	Performance Guarantee Bond Performa Placed At Annexure-III
19.	Accredited Suppliers	List of Accredited Parties and Documents Required for Accreditation by Non-Accredited Supplier- Annexure-IV
20.	LC Performa	Placed At Annexure-V
21.	Special Instructions	Special Instructions To Tenderers – Annexure-VI
22.	Integrity Pact	Placed At Annexure-VII
23.	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.	
24.	The contract shall be governed by the latest version of INCOTERMS	

Part-B:- Terms and Conditions

1.00	National Fertilizers Limited	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.
2.00	Definitions	<p>a. 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.</p> <p>b. 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.</p> <p>c. 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.</p> <p>d. The term “PRODUCT” shall mean the product specified in Point 9 of Part A and the term “SPECIFICATION” shall mean the quality of the product as specified in Point 9 of Part A.</p> <p>e. 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</p>

			giving rise to any right to indemnify.
3.00	QUANTITY	a.	Bidders may quote any quantity (one or more vessel loads) but offered quantity should not be less than 25,000 MT. The tolerance in ship load quantity can be +/- 10%.
		b.	The tendered quantity is mentioned at Point 3.00 of Part-A. 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 at the same coast.
		c.	Bidders should quote only the firm quantities in the offer. In case optional quantities are offered, NFL reserves the right to consider only firm quantities for placement of orders.
4.00	PRICE	a.	Offers may be made on CFR FO basis in US Dollars per Metric Tonne of DI AMMONIUM
		b.	PHOSPHATE for payment against sight L/C. While submitting offers on CFR FO, firm freight from loading port to discharging port in India must also be quoted separately in the price bid format. NFL reserves the right to reject such offers which are made without mentioning of firm freight.
		c.	Prices quoted should be inclusive of Indian Agents Commission, if any, to be indicated separately. It will be deducted out of Invoice value and will be paid by NFL, to the agents in India in Indian Rupees as per clause No. B-17.0. In case the Indian Agents are foreign controlled companies and commission is payable in US Dollars, certificate/permission from the Reserve Bank of India/Government of India, as the case may be, that they are entitled to do the agency business and receive commission from NFL should be enclosed with the Tender.
		d.	NFL reserves the right without assigning any reason to accept or reject any tender in part or full or to buy any quantity in excess of the tender quantity. NFL also reserves the right to negotiate with L1 Tenderer. NFL is not bound to accept the lowest offer.
		e.	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 GST number.
			Discount: If any, including Franchise discounts, to be indicated in the price format only. If lowest bidder (L1) does not submit a Tender for entire quantity as specified in the tender, then Counter offer for the procurement of the balance quantity shall be given to the bidders in order of their hierarchy (based on L1 negotiated rate)i.e. in order of L-2, L-3, L-4 and so on` In case requirement of full quantity is not met from the firm quantities quoted by the bidders, for sourcing the balance left over quantity, counter offers will be given to those bidders who have quoted optional quantity in same hierarchy.
5.00	Analysis, Sampling & Quality		Samples for determining the quality of cargo at the port of discharge are drawn by the Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port in India. The quality so determined at discharge port shall be final and binding on the both the parties. In case the cargo is declared as non-standard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO) with latest amendments and/ or if the colour of any part of the cargo does not conform to the colours mentioned in the NIT, the cargo will be rejected. The supplier shall refund the landed cost of cargo found sub-standard (including colour) as well as all the consequential handling and the distribution cost or any loss thereof, immediately on NFL's first demand, with value date being the date of initial payment to the supplier, failing which penalty @18% shall be payable up to the date of actual remittance by the supplier.
6.00	Weighment		The Weighment shall be determined by draft survey conducted through an independent surveyor/ inspection agency appointed by NFL at the port of discharge. The Invoice quantity shall be based on weighment. The material cost shall be based on B/L quantity or draft survey, whichever is less. Quantity declared as damaged cargo shall also be treated as quantity delivered short and shall be treated accordingly. The payment for shortage in quantity including damaged cargo , as revealed by the draft survey at discharge port vis-à-vis the bill of lading quantity, would be recovered including the custom duty, other duties, handling charges and other costs, if any, paid on such quantity. The claim, if any, on the basis of findings at discharge port will be lodged on

		seller within 120 days from date of completion of discharge of the cargo. The seller shall make good such claim made by buyer directly within 15 days of lodging of claim by buyer, else the buyer shall be entitled to recover such claim by all legal means including invocation of Performance Guarantee Bond.		
7.00	Tenderers Categorization, Earnest Money Deposit(EMD) & Performance Guarantee Bond(PGB)			
	Category	Tenderers categorization	Earnest Money Deposit	Performance Guarantee Bond
	I	Reputed producers / manufacturers of the product.	Nil	1% of contract value.
	II	Any trader / supplier who has a proven track record of satisfactory supplies to India in at least two years during the past five years.	US\$ 1.00 PMT or equivalent Indian Rupees	3% of contract value.
	III	All other suppliers not covered under Categories I & II above.	US\$ 2.00 PMT or equivalent Indian Rupees.	5% of contract value.
	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. Public Sector Undertakings are exempted from submission of EMD. The joint stock companies having exclusive marketing rights in production equivalent to their equity investment in manufacturing company/ plant/ unit shall be considered under category-I.			
7.01	Earnest Money Deposit (EMD)/Bid Security:- a) Tenderers should furnish along with their offer, Bid Security in US dollars or in Indian Rupees by means of a Bank Draft or through bid bond issued by a Indian nationalized bank or a schedule bank (except cooperative Bank) in New Delhi, in original, for values as mentioned above strictly in the prescribed Performa (Annexure II) in favour of NFL and kept valid as per point 7 of part-A. No deviations in the format of bid bond are acceptable. Bids are liable to be rejected in case of conditional Bid Bonds. Bid Security may also be accepted through Demand Draft, in USD or in INR , in lieu of Bid Bond. In case Bid Security is submitted in INR the conversion rate to be taken as USD 1 = INR 72.0. b) Offers once made cannot be withdrawn by the party during its validity. 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/Bid Security shall be forfeited. c) Any amendment to bid bond, if any, so submitted should also mention tender no. and date and amended bid bond must be valid as per point 7 of part-A. EMD will not carry any interest. d) EMD may also be submitted in US \$ by Swift message mentioning reference of Tender No for which the Bank Details are as follows: STATE BANK OF INDIA, CORPORATE ACCOUNTS GROUP-II, 4 th & 5 th FLOOR, RED FORT CAPITAL, PARSVNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001. BRANCH CODE 17313, IFSC SBIN0017313, Current .A/C NO 10297944831, SWIFT CODE: SBININBB824, MICR CODE: 110002562. The Swift message should sent well in advance so that by the due opening date, the payment is received in NFL account.			
7.02	Performance Guarantee Bond (PGB): a) 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 Indian nationalized bank or a schedule bank (except cooperative Bank) in New Delhi. Conditional PG bonds are not acceptable. b) The Performance Guarantee Bond shall be as per category and at rates to which the Tenderer belongs as specified in Clause 7.00 of Part B. c) The Performance Guarantee Bond shall be kept valid for minimum 6(Six) months from date of LOI/PO or To be kept valid till discharge port results in respect of quality are received and or, amount for quantity short landed including the equivalent amount of custom duty and other duties, if any deposited on quantity short landed (recoverable), and amount of penalties and dispatch / demurrage / dead freight / detention charges etc. are settled, whichever is later , as performance would be deemed completed only after that. Supplier in such case has to extend the validity of P/G Bond immediately, as informed by NFL. d) The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover through Registered Post AD and not through supplier			

	e) TT transfer in USD may be accepted in lieu of Performance Guarantee Bond.. All banking charges and exchange loss if any or any other charges arising while making remittance and any other taxes will be deducted before releasing the bid security and Performance Guarantee Bond to the respective Supplier. No interest will be paid on the bid security amount or Performance Guarantee Amount. Bid Bond/ PGB amount refundable, on successful bid/ completion of successful performances, shall be limited to net of all charges incurred by NFL.			
	f) 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.			
	g) The Supplier shall approach their Bank for issuance of Bank Guarantee in favour of NFL along with a request to confirm the same to STATE BANK OF INDIA, CORPORATE ACCOUNTS GROUP-II, 4 th & 5 th FLOOR, RED FORT CAPITAL, PARSVNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001. (BRANCH CODE 17313, IFSC SBIN0017313, SWIFT CODE: SBININBB824). The issuing Bank shall advise SBI Branch at BHAI VEER SINGH MARG, GOLE MARKET, New Delhi through SWIFT about issuance of such BG.			
8.00	Accredited Suppliers	All Tenderers desirous for accreditation under the above categories for participation in this tender have to submit the documents as specified in Annexure-IV i.e “Eligibility Criteria for Vendors”.. However, those Suppliers who have already submitted documents against Press advertisement dated 29.06.2018 for “Global Accreditation/Registration of Suppliers for DAP” reference No. 14/1819/ACC/02 shall be exempted from submitting the same again, subject to that documents submitted by them meets requirement as stipulated under Annexure-IV.		
9.00	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 within 10 days of issue of LOI/Purchase order (i.e. along with Performance Guarantee Bond). Supplier must also mention load port and load rate from where vessel shall be loaded.		
10.00	Tender Submission and acceptance	<div><div>i) NFL reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or reject any or all tenders without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by NFL from the tenderers.</div><div>ii) 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.</div><div>iii) 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.</div><div>iv) 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 (PO)(s)/Letter of Intent (LOI) on more than one supplier.</div><div>v) 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.</div><div>vi) 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.</div><div>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.</div></div>		
10.01	The various documents to be submitted category wise are as detailed below			
	a) <u>Technical Bid Part</u>			
	Document (Technical Bid)	Category-I	Category-II	Category-III
	A To be submitted physically in sealed envelopes to be dropped in tender box placed at NFL’S ADDRESS as given at clause 10 of Part-A before the closing time of receipt of tenders			
	Bid Bond in Original	Not Required	Mandatory	Mandatory
	Bank Reference letter	Not Required	Not Required	Mandatory
	Valid Credit Rating*	Not Required	Not Required	Mandatory
	B To be uploaded on website			

	Signed and stamped Integrity Pact	Mandatory	Mandatory	Mandatory
	Particulars of Indian agent, if any and their Constitution	Mandatory	Mandatory	Mandatory
	Country of origin of material & parcel size	Mandatory	Mandatory	Mandatory
	C Signed and stamped Tender Documents(along with all annexures) to be submitted without any deviation, either physically (A) or to be uploaded on website (B)			
	<p>*Credit rating report (not more than 6 months old) from any of the following International Credit Agencies are acceptable with minimum rating of satisfactory or equivalent -:</p> <ul style="list-style-type: none"> DUN & BRADSTREET MOODY'S INVESTOR SERVICE OR STANDARD AND POOR <p>b) Price Bid: Part</p> <p>Once, documents required under technical bid are uploaded, tenderer will click on window to quote the price in the price format available on website www.tenderwizard.com/NFL as per format attached at Annexure-B</p>			
11.00	Vessel Sailing and shipment Date	<p>The date of sailing of vessel shall be the date on which the vessel, after completion of loading, sails from the loadport 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 Supplier liable for breach of contract and shall be dealt as per Default clause No 20.0 of part B.</p> <p>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.</p>		
12.00	Marine insurance	<p>Marine Insurance for CFR supplies shall be arranged by NFL through their underwriters whose detail shall be furnished while issuing the LOI/ Purchase Order/LC opening. The supplier shall intimate NFL's underwriters/ Chief General Manager (Materials), NFL immediately on shipping the product informing the name of the ship, quantity, value of material, port of loading etc. Premium paid, if any, for overage vessel will be to the account of supplier.</p>		
13.00	Invoicing	<p>Supplier should raise invoice for material in CFR FO price and also mention the freight component of CFR FO price in invoice itself. The freight component should be authenticated by enclosing copy of Charter Party agreement/Fixture note that supplier has entered with the vessel owner. In case the freight component mentioned in invoice/charter party agreement/fixture note is higher than the freight mentioned in e-price bid 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.</p>		
14.00	PAYMENT	<p>Without prejudice to Buyer's right to recover the damages, payment less agency commission, if any, shall be made through sight L/C. NFL shall establish sight L/C (Irrevocable, non-transferable and non-assignable) after receipt of signed contract, Vessel Nomination and acceptable Performance Guarantee Bond in the prescribed Performa as provided in the standard contract. The L/C covering 100% value of the contracted quantity including plus tolerance will be established by NFL.</p> <p>The payment for agency commission for agents in India, will be made in Indian Rupee only.</p> <p>For LC Performa and documents required for negotiations, Kindly refer to Annexure-V.</p> <p>It is expected that L/C Performa which is annexed herewith would be read and understood by the Tenderers.</p>		
15.00	Bill of Lading	<p>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. In the Bill of Lading (B/L), shipper column must indicate the name of the supplier.</p>		
16.00	Shipping / Documentation	<p>Immediately after 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.</p> <p>Simultaneously, supplier shall dispatch directly to NFL, two non-negotiable sets of</p>		

		<p>following documents through courier as detailed below:</p> <ul style="list-style-type: none"> 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) Copy of commercial invoice. iii) Manufacturer Certificate that the vessel has been supplied with product manufactured by them. iv) Certificate of Origin. v) Joint Draft Survey Report & Certificate of Weight certified by Inspection Agency appointed by seller at Load Port. vi) Certificate of Quality & Inspection issued by Inspection Agency. Beneficiary's Certificate I (Refer Annexure-V) vii) Copy of intimation to our underwriters for insuring the cargo as per Shipping Advice. viii) Stowage Plan. ix) Certificate of Sampling
17.00	Indian Agent:	<p>The Tenderer shall disclose the name & address of their agent / representative along with the following information:</p> <ul style="list-style-type: none"> (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 <u>Indian Agents including the commission being paid to them.</u> (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. <p>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.</p> <p>Should NFL suffer any loss / losses or penalization by the appropriate authority in India because of the failure or action of the supplier 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.</p>
18.00	Inspection Before Shipment	<ul style="list-style-type: none"> a. 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. b. 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. c. 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 Supplier 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. d. 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 Indian 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.
19.00	Quality Claims	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.
20.00	Default	<p>In the event of failure to sail the vessel from Load Port within the time stipulated in the NIT's clause No.5.00 of Part-A it is agreed that NFL shall have the right to exercise <u>any or all of the following options as the case may be</u>:</p> <p>a. 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. <u>NFL shall be entitled to recover such additional cost and damages by all legal means including invocation of PG Bond.</u></p> <p>b. 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. <u>NFL shall be entitled to recover such additional cost and damages by all legal means including invocation of PG Bond.</u></p> <p>c. 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 <u>maximum of 5%.</u> 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.</p>
21.00	INTEGRITY PACT:	<p>a. Signing of Integrity Pact (IP) is mandatory for every Tenderer participating in this tender. A copy of the IP is enclosed (Annex.-VII), which may be deemed to have been signed by NFL. The Tenderer(s) and NFL shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated. Details regarding Integrity Pact can be viewed on our website viz. www.nationalfertilizers.com.</p> <p>b. The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. Any bid not accompanied by duly signed IP by the Tenderer would be rejected.</p> <p>c. The Independent External Monitors (IEMs) for this tender shall be Sh. Pramod Deepak Sudhakar e-mail- sudhakarpd2@gmail.com Sh. Ajai Kumar, e-mail: ajai.kumar3@gmail.com. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to these Independent External Monitors (IEMs).</p>
22.00	Important Points For Careful Consideration	<p>a) Offers received with original bid bond/DD/Swift transfer in NFL A/c only to be considered. Intimation of advice regarding opening of bid bond will not suffice.</p> <p>b) Tenderers should quote only the firm quantities in the offer. In case optional quantities are offered, NFL reserves the right to consider only firm quantities for placement of orders.</p> <p>c) For CFR FO purchase, if shipment is done in Panamax vessels, all expenses on account of pre-berthing delays, shall be to buyers account and time to count on NOR Tendered valid.</p> <p>d) Fixture of Floating shipments for supply of DI AMMONIUM PHOSPHATE shall not be accepted.</p> <p>e) Vessels appearing in Sanction List as per OFAC's updated SDN List of US Department of Treasury may not be accepted by NFL for shipment of ordered cargo. Suppliers to accordingly arrange suitable vessels to avoid problems in release of payment.</p> <p>f) The price bids shall be evaluated on coast-wise basis and L1 shall be determined accordingly after taking impact of GST where ever payable, including under reverse charge, by NFL on freight quoted by the Tenderer.</p> <p>g) The product should be supplied from a single source (plant). The colour & prill size of the product should be uniform, free flowing and a certificate in this regard from</p>

		<p>independent inspecting agency, confirming the same, must be sent to NFL. In exceptional circumstances (to be proved and documented by Supplier to NFL's satisfaction), the product supplied from more than one source, may be permitted only with prior approval of NFL and with the terms and conditions i.e. loading of material from each source in separate holds, separate documents for each source to be submitted under LC and other relevant terms for avoiding mixing of cargos.</p> <p>h) For evaluation of bids in USD the following exchange rate shall be considered: Indian Companies offering on High Sea Sales (HSS) basis- RBI reference rate. Foreign Tenderers: RBI reference rate</p> <p>i) For payment to Indian Companies offering on HSS basis, the exchange rate as agreed shall be applicable.</p> <p>j) Indian Companies offering on HSS basis shall nominate suitable vessel exclusively for NFL and shall comply with all the NIT/T&C conditions including clauses relating to inspection at load port.</p> <p>k) In a tender, either the Indian agent on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the same item/product in the tender.</p> <p>l) If an agent submit bid on behalf of the Principal, the same agent shall not submit another bid on behalf of another Principal in the same tender for the same item/product.</p>
23.00	Force Majeure	<p>a) 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.</p> <p>b) 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 a) above shall not be deemed to be waiver/extension of time in respect of remaining deliveries.</p> <p>c) 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.</p> <p>d) 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.</p> <p>e) Non-availability of material shall not be valid ground for non-performance.</p>
24.00	Disputes/ Arbitration	<p>a. FOR INDIAN PARTIES</p> <p>"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.</p> <p>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.</p> <p>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."</p> <p>"It is agreed by and between the parties that in case a reference is made to the</p>

		<p>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.</p> <p>b. Foreign Vendors/Parties</p> <p>“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.”</p> <p>c. PSEs and Government Department :-</p> <p>“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”.</p>
25.00	Applicable law/ Jurisdiction of Courts	<p>The applicant here to agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with the tender. All disputes arising out of this tender shall be decided in accordance with the laws of India and in English language only.</p>
26.00	Fraud Prevention Policy	<p>Tenderer should adhere to Anti-Fraud Policy of NFL (full text of which is available on NFL’s website www.nationalfertilizers.com) and not indulge or allow anybody else working in the company to indulge in fraudulent activities and would immediately apprise NFL of the fraud/ suspected fraud as soon as it comes to their notice. In case of failure to do so NFL may debar them for future transaction.</p>

PART – 1: TECHNICAL BID
(Available on www.tenderwizard.com/NFL)

(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's 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	Whether the Tenderer is producer or supplier			
5	If Accredited documents submitted vide NFL's Press Advt dt 29.06.2018	Yes/NO		
	Accreditation applied under Category I/II/III			
6	Country of origin of product			
7	Details of EMD deposited by Demand Draft/Pay Order/Bid-Bond	DD/Bid bond No & Date	Name of Bank	Amount in USD/INR
8	Integrity Pact submitted	Yes/NO		
9	Acceptance of all terms and conditions of tenders documents along with all annexures thereof	Yes/NO		
10	Quantity Offered in MT against this tender	Firm	Optional	

Undertaking/declaration

1. I/We hereby confirm that we have read all the terms and conditions of this tender for Import of Di Ammonium Phosphate, 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 27 along with annexures and addendum, if any, are accepted to me/us without any deviation and I/We shall abide by the same fully.
2. 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.
3. That none of our Sister-Concern/ Group/ Associates Company is participating in this tender.
4. Requisite bid bond have been submitted as per clause 7 of Part-B for firm quoted quantity

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.

**PRICE BID FORMAT****(Available on www.tenderwizard.com/NFL)**

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

PRODUCT – DI AMMONIUM PHOSPHATE FERTILIZER GRADE Please quote in unit price
PMT in **USD** only.

Sl	Details /	East Coast
	Price in USD	Kakinada/Vizag or Any safe port on ECI
1.	Quantity (Required) in MT	1,00,000 +/-10%
2	Freight in USD included in Spot CFR FO Rate	
3	Spot CFR FO Rate	
4	(-) Discount	
5	Net Spot CFR FO Rate	
6	Agency Commission payable to Indian Agent (Included in Net Spot CFR FO Rates (Row .5)	

Notes:

1. Tenderers are requested to quote prices separately for all Serial Nos. of the above table.
 2. The agency commission indicated above is included in the net Spot CFR FO price.
 3. The applicable Insurance, Custom duty, GST, Stamp duty shall be added to Spot CFR FO price to arrive at the delivered cost at designated port, for evaluation. In case, supplier does not mention freight component then 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.
 4. Incomplete tenders in any respect and/ or with deviation shall be summarily rejected.
- I/ We (Tenderer) have carefully gone through the terms and conditions of the Tender and hereby agree to abide by the same without any deviation/condition.

Digitally signed by Tenderer

Place:

Date :

GENERAL SHIPMENT TERMS IN RESPECT OF CFR 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/ LoI/ 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, Tuna, Kakinada Deep Waters, Dhamra and Gangavaram unless it has been cleared by the said ports or 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 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, as the case may be.

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 8 of Part-A basis **five** 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 (PWWDSEXEIU).

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.
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 8 of Part-A 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.

**ANNEXURE-II****BID BOND PERFORMA**

(To be executed by an Indian Scheduled Bank except Cooperative Bank through its Branch Office in New Delhi(India) on stamp paper of appropriate value)

M/s. NATIONAL FERTILIZERS LIMITED(NFL),
Corporate Office : A-11, Sector-24,
Noida-201 301, Dist. Gautam Budh Nagar (UP)
India

Dear Sirs,

1. WHEREAS M/s. _____ (offeror) has offered to supply a quantity of _____ MTs of DI AMMONIUM PHOSPHATE to NFL vide NFL's Tender NO. _____ and the offeror is required to submit a Bid-Bond in US Dollars at the rate of USD _____ PMT for the quantity offered along with the offer as a guarantee for fulfillment of all the terms and conditions of subsequent sale, we (Bank with full address) hereby guarantee and undertake to pay immediately on first demand by NFL, the amount of US\$ _____ in case the offeror fails to perform any or all the obligations, undertaken by him as per NFL's acceptance without any reservation, protest, demur and recourse to said offeror. Any such demand in writing made by NFL shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror. This Guarantee shall be irrevocable and shall remain valid till _____ in New Delhi.
2. Notwithstanding anything mentioned herein before, our liability under the Guarantee is restricted to USD _____ (US Dollars _____ only) and it will remain in full force up to _____ unless a claim under the Guarantee is filed against us on or before _____ all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities therein. We, _____ Bank further agree that the Guarantee herein contain shall not be affected by change in the terms of purchase originally offered by the offeror.
3. This bond shall be governed by Indian Laws and will be subject to the jurisdiction of courts at New Delhi in India alone.

Dated:

For

Place:

Bank

Note: Bid Bonds to be furnished in US Dollars only. Bid Bond in Indian Rupees will not be accepted.

**PERFORMANCE GUARANTEE BOND PERFORMA**

(To be issued by an Indian Scheduled bank except Cooperative Bank through its Branch Office in New Delhi (India) on stamp paper of appropriate value)

M/s. NATIONAL FERTILIZERS LIMITED,
Corporate Office: A-11, Sector-24,
Noida-201 301, Dist. Gautam Budh Nagar (UP), India

1. Against Contract No. _____ dated _____ (hereinafter called the said "Contract") entered into between the National Fertilizers Limited (NFL) (hereinafter called the Buyer) and M/s. _____ (hereinafter called the Supplier), this is to certify that at the request of the Supplier, we _____ Bank are holding in trust in favour of the Buyer, the amount of USD _____ to pay to the Buyer on demand immediately without protest or demur or reference to the Supplier if the Supplier fails to perform all or any of their obligations under the said Contract. The decision of the Buyer duly communicated in writing to the Bank that the Supplier has failed to perform all or any of the obligations under the contract shall not be questioned and shall be final and conclusive (irrespective of the stand that may be taken by or on behalf of the Supplier). The said amount of USD _____ will accordingly forthwith be paid without any condition or proof whatsoever.
2. This Guarantee shall remain in force for a period of six months i.e. upto _____ (date) and that we _____ Bank undertake not to revoke this Guarantee during its currency without the consent in writing of the Buyer.
3. We, _____ Bank, further agree that the Buyer shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Supplier and/or forebear to enforce any of the terms and conditions relating to the said Contract and we, _____ Bank, shall not be released from our liabilities under this Guarantee by reason of any such variation or extension being granted to the said Supplier or for any forbearance and/or omission on the part of the Buyer, or any indulgence by the Buyer to the said Supplier or by any other matter or thing whatsoever which under the Law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this Performance Guarantee.
4. We, _____ Bank, further agree that the Guarantee herein contained shall not be affected by change in the constitution of the said Supplier/ Buyer/Bank.
5. We, _____ Bank, further agree to extend the validity of the Guarantee for the period(s) as asked for by the supplier.
6. The Guarantee will be governed by Indian laws and will be subject to jurisdiction of Competent Courts at New Delhi in India alone.
7. 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 by the Bank.

Signed and delivered this _____ day of _____

FOR _____ BANK

ACCEPTED

Note: Conditional PG Bond will not be accepted. PG Bonds to be furnished in US Dollars only.

PG Bond in Indian Rupees will not be accepted.

[The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover through Registered Post AD and not through supplier. The issuing Bank shall advise SBI Branch at BHAI VEER SINGH MARG, GOLE MARKET, New Delhi through SWIFT about issuance of such BG with the following Bank details:- STATE BANK OF INDIA, CORPORATE ACCOUNTS GROUP-II, 4th & 5th FLOOR, RED FORT CAPITAL, PARSVNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001. (BRANCH CODE 17313, IFSC SBIN0017313, SWIFT CODE: SBININBB824)

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LIST OF ACCREDITED DAP SUPPLIERS

CATEGORY I – MANUFACTURERS	
1.	Yichang Dongsheng Phosphate and Compound Fertilizer Co Ltd
2.	Saudi Basic Industries Corporation (SABIC), Riyadh, Saudi Arabia
3.	Yuntianhua United Commerce Co. Ltd., China
CATEGORY II – TRADERS	
4.	Swiss Singapore Overseas Enterprises Pte Ltd, Dubai, UAE,
5.	Amber Fertilizers Limited, Hong Kong
6.	Dreymoor Fertilizers Overseas Pte Ltd, Singapore
7.	Fertisul International Limited, Hong Kong
8.	Ferttrade DMCC, Dubai, UAE
9.	Transglobe DMCC, Dubai UAE
10.	Sun International FZE, Dubai, UAE
11.	Midgulf Services India Pvt. Ltd.
12.	KOCH Fertilizer LLC, USA
13.	Koch Fertilizer Asia Private Limited, Singapore
14.	Ameropa Asia Pte, Singapore
15.	Quantum Fertilizers Limited, Hong Kong
16.	Aries Fertilizers Group Pte Ltd, Singapore
17.	Trammo Pte Ltd., Singapore
CATEGORY III – OTHERS	
18.	MMTC Ltd, India
19.	Eastern Commodities FZC, Sharjah, UAE
20.	Dragon Asia Fertilizer Ltd. Hong Kong

DOCUMENTS REQUIRED FOR ACCREDITATION by Non- Accredited Supplier(MANUFACTURERS/ TRADERS)

Those Parties who want to be accredited must submit the following documents,

(To be filled in English language, printed on firm's letterhead & duly signed)

Accreditation is an ongoing process and parties willing to get accredited must submit the requisite documents well before the close of tender in PHYSICAL FORM

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):.....
6. Category Applied for: [Category I (Manufacturers)/ Category II (Reputed Traders)/ Category III (Others)]

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

7. List of physical documents submitted:

(a) Category I – Manufacturers

- (i) Details of DAP manufacturing facility, plant-wise location & capacity; total DAP production capacity in MT per year and total quantity available for exports.
- (ii) Firm's Profile, History & Organization Structure.
- (iii) World-wide list of customers (including those in India) to whom the DAP is supplied/ exported

(b) Category II – Reputed Traders of DAP



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- (i) Documentary evidence in support of point 7 (a) (iii) above, i.e., copies of Bills of Lading or Commercial Invoices indicating applying firm's name and DAP supplies successfully made to India for at least two years in last five years from the date of NIT.
- (ii) Firm's Profile, History & Organization Structure.
- (iii) World-wide list of customers to whom the DAP is supplied/ exported.

(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) . The credit rating has to be minimum satisfactory or equivalent.
- (ii) Firm's Profile, History & Organization Structure.
- (iii) World-wide list of customers to whom the Fertilizers supplied/ exported (if any) and list of Indian customers to whom party have supplied fertilizers including raw material (loose bulk raw material) successfully in the any one year of the last five years from date of NIT.

Yours faithfully,

(Signature of Authorized Representative of
Manufacturer/Principals with name and full address)

**L/C PERFORMANCE**

FROM: Name of Bank

TO

TEST DATED FOR USD

We hereby establish our irrevocable letter of credit Number _____/NFL/_____/ dated _____ IN FAVOUR OFM/s _____ BY ORDER OF M/S NATIONAL FERTILIZERS LIMITED, Corporate Office : A-11, Sector-24, Noida-201 301, Dist. Gautam Budh Nagar (UP) (India) FAX NO. 91 – 120-2412397

VALUE: USD _____ (Say USD _____ only)

EXPIRY: LC EXPIRES IN _____ (COUNTRY) ON _____ (DATE).

PRICE : USD _____ PMT, CFR FO LESS AGENCY COMMISSION @ _____ PMT (IFAPPLICABLE).

COMMODITY: DI AMMONIUM PHOSPHATE (BULK) FERTILIZER GRADE

PART SHIPMENT : NOT ALLOWED

TRANSHIPMENT: NOT ALLOWED

PORT OF LOADING _____

LATEST DATE FOR SHIPMENT _____

Beneficiaries are permitted to ship _____ MTs plus/minus 10 PCT of quantity of merchandise.

Available by drafts at sight drawn on applicants for hundred percent of invoice value duly marked with our LC no. and date and accompanied by the following documents:

Documents Required

- 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/ LoI 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) One 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 (Materials), 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/ LoI No. with date, LC No. with date and ETA at the designated discharge port.
- 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 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.

ADDITIONAL CONDITIONS

- A) All bank charges and other charges including levies taxes etc., outside India are for beneficiary's account. L/C amendment and extension charges will be to the account of the party which is responsible for occasioning the extensions amendment and the decision of buyers in this regard will be final.
- B) Invoices and all other shipping documents including B/L to quote, Lol No. NFL/_____ dated _____ and irrevocable letter of credit no. and date.
- C) Third party documents are acceptable except invoice and draft.
- D) Documents are to be negotiated within twenty days from the date of Bill of Lading.

INSTRUCTIONS TO NEGOTIATING BANK

- A) Negotiating bankers are required to email/inform the following details to us on our direct Fax nos. _____ by a tested email, on the date of negotiations.
 - amount negotiated
 - date of receipt of credit confirming documents at negotiating bank counters.
 - negotiating bank certificate that documents strictly comply all terms and conditions of the credit.
 - negotiating bank intimation of DHL courier receipt number and date evidencing dispatch of negotiating documents to opening bank
- B) Provided that all the terms and conditions of the credit are strictly complied with and swift message as per (A) above is sent to us, negotiating bankers are authorized to negotiate the drafts. We shall remit the proceeds to the negotiating bank after five days after receipt of L/C complying documents at our counters. Documents are to be dispatched to us in two sets first set by the couriers and second set by consecutive registered air mail. Second set should consist of one copy each of all documents.
- C) This credit is subject to uniform customs and practice for documentary credits (1993revision) ICC Publication number 600.
- D) Advising bank to deliver the L/C immediately to the beneficiary.

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 www.tenderwizard.com/NFL, 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 www.tenderwizard.com/NFL. The tender submission, tender closing and opening will be done electronically and online.

Please note Class II/III Digital Signature Certificate (DSC) is mandatory to participate in e Tendering. Participating Tenderers have to make sure that they have the valid DSC in their name and if not, participating Tenderers 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

NFL has appointed **M/s Antares Systems Limited, Bangalore** 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- J P Sachdeva (Chief General Manager-Materials) Contact No.- +91-9560279900 Email –jpsachdeva@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 Antares Systems Limited, Bangalore

e-Tendering Registration/ Sign Up Queries	Registration Help Desk	011-49424365	twhelpdesk680@gmail.com
DSC Queries	Help Desk	011-49424365	twhelpdesk377@gmail.com
For e-Tendering Support	Help Desk	011-49424365	nfleprochelpdesk@gmail.com
	Mr. Kamal Mishra	+91-8800115821	kamalmishra@antaressystems.com
	Mr. Shankar Kumar	+91- 8800378610	shankar.k@antaressystems.com

- 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-Security(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 www.tenderwizard.com/NFL for System requirement, Browser configuration, procedures etc. A brief of this is as detailed below

Pre-Requisites for System using e-Procurement sites:	Pre-Requisites for Login Credentials:	Pre-Requisites for DSC Registration:
<ul style="list-style-type: none"> ➤ Windows 7, 8, 10 professional ➤ A computer system with at least 1 GB RAM and Internet Connectivity. ➤ Internet Explorer 8.0, 9.0 and above or Mozilla Firefox 51 and above. ➤ Google Chrome Version 42 and above. ➤ Internet Connectivity with at least 2Mbps speed. ➤ Java Run Time Engine (JRE – 1.8.0) or higher. ➤ Microsoft Office 2003 with MS 	<ul style="list-style-type: none"> ➤ For Login credentials, Vendor need to register/ Sign-up on the e-procurement portal by clicking on Sign Up link available at home page. ➤ Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up. ➤ Vendors are advised to change the password immediately on receipt from the e-Procurement portal. ➤ Vendor shall not disclose their 	<ul style="list-style-type: none"> ➤ The Vendor becomes a valid Vendor only after the registration of the DSC ➤ Vendors need to possess a valid DSC for participating in e-Tendering (class3 DSC) ➤ Vendors need to procure DSC 24 hrs prior to DSC Registration. ➤ It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc ➤ DSC can also be procured from the e-tendering service provider i.e. M/s Antares Systems Limited. ➤ Respective DSC Drivers needs to be installed.



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Word and MS Excel ➤ Adobe Acrobat Reader, PKI Installation Driver for Digital Signature	User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy	➤ DSC needs to be physically inserted into the system. ➤ DSC should appear in the Browser. ➤ DSC of the Vendor will mapped with their User Id once they Login first time.
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5. It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person.
6. Tenderers/vendors are advised in their own interest to submit the online bids well before the bid submission end date & time (as per Server System Clock of e-procurement portal). NFL will not be responsible for any delay or the difficulties encountered during the submission of bids at the eleventh hour due to any technical or other problem.
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. 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.

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 Tenderer and NFL.)

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

AND

_____ hereinafter referred to as "The Tenderer/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 Tenderer(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 Tenderer(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential/additional information through which the Tenderer(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 Tenderer(s)/Contractor(s)

1. The Tenderer(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 Tenderer(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 he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Tenderer(s)/Contractor(s) will not enter with other Tenderers 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 Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Tenderer(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 Tenderer(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Tenderer(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 Tenderer(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 Tenderer(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 Tenderer(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 Tenderer(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 Tenderer(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 Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Guarantee Bond.

Section 5 : Previous Transgression

1. The Tenderer 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 Tenderer 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.

Section 6 : Equal treatment of all Tenderers/Contractors/Sub-contractors.

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

Section 7: Criminal charges against violation Tenderer(s)/Contractor(s)/Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Tenderer(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.

Section 8 : Independent External Monitor/Monitors

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 Tenderers /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Tenderer(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 Tenderer(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.





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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 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 Tenderer 6 months after the contract has been awarded.

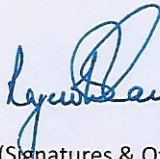
If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of NFL.

Section 10 : Other Provisions

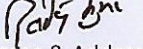
- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
 - If the contractor is a partnership or 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)

(For & on behalf of Tenderer/Contractor)

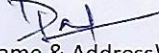

 राजीव शर्मा / RAJEEV K SHARMA
 मुख्य प्रबन्धक (व्यावसायिक)
 Chief Manager (Commercial)
 नेशनल फर्टिलाइजर्स लिमिटेड
 National Fertilizers Limited
 H-11, सेक्टर-24, नोएडा-201301
 Place NOIDA A-11, Sector-24, Noida-201301
 Date 08/02/2019

(Signatures & Office Seal)

Witness 1 : 
 (Signatures, Name & Address)

Dileep Kumar
A-11, Sector-24
Noida - 201301

Witness 1 :
 (Name & Address)

Witness 2 : 
 (Signatures, Name & Address)

DIBYENDU PAL
A-11, SEC-24
NOIDA - 201301

Witness 2 :
 (Name & Address)