



E-TenderNo.-2020_NFL_53894_1

Tender No. 10-2021-MOP-01EW



NATIONAL FERTILIZERS LIMITED

(A Government of India Undertaking)

[CIN L74899DL1974GOI007417]

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

MURIATE OF POTASH (MOP) - Bulk (Fertilizer Grade)

28th July, 2020

E-Tender ID: 2020_NFL_53894_1

**NOTICE INVITING TENDER (NIT)**

TENDER NO.	10-2021-MOP-01EW	DATED	28.07.2020
<u>NATIONAL FERTILIZERS LIMITED</u>			
(A Government of India Undertaking) [CIN L74899DL1974GOI007417]			
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SUBJECT: IMPORT OF Muriate of Potash (MOP)-BULK (FERTILISER GRADE)

NATIONAL FERTILIZERS LIMITED (NFL), intends to purchase Muriate of Potash (MOP) (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 **Muriate of Potash (MOP)** at 1or 2 safe berths, one or two safe Indian ports / coasts as given at point 6 of Part-A. CFR FO offers should indicate.

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

1.	Tender Closing Date & Time	06 th August, 2020, AT 1400 HRS. IST									
2.	Techno Commercial Bid Opening Date & Time	07 th August, 2020, AT 1415 HRS. IST									
3.	a) Tendered Quantity and Shipment/Sailing from Load port	<table border="1"> <thead> <tr> <th>Qty.</th> <th>Shipment/Sailing from load port</th> </tr> </thead> <tbody> <tr> <td>40,000 MT Red/Pink MOP at ECI</td> <td rowspan="2">Within 25 days from date of issue of LOI/PO</td> </tr> <tr> <td>28000 MT Red/Pink MOP at WCI</td> </tr> <tr> <td>30,000 MT Red/Pink MOP at ECI</td> <td>2nd half of Feb2021</td> </tr> <tr> <td>30,000 MT Red/Pink MOP at WCI</td> <td>2nd half of May2021</td> </tr> </tbody> </table>	Qty.	Shipment/Sailing from load port	40,000 MT Red/Pink MOP at ECI	Within 25 days from date of issue of LOI/PO	28000 MT Red/Pink MOP at WCI	30,000 MT Red/Pink MOP at ECI	2 nd half of Feb2021	30,000 MT Red/Pink MOP at WCI	2 nd half of May2021
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	b) Minimum Bid Quantity	25000 MT									
4.	Price Bid Opening Date & Time	Only of technically qualified parties and to be intimated separately									
5.	Offer Validity/Issue of LOI	TILL 18.00 HRS of 14 th August, 2020									
6.	Coast, Discharge Port & Discharge Rate	<p>East Coast : Kakinada/Paradip or any other safe port of ECI with discharge rate of 10000 MT PWWD SHEX EIU</p> <p>West Coast : Mundra/Pipavav or any other safe port of WCI with discharge rate of 10000 MT PWWD SHEX EIU</p> <p>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.</p>									
7.	Product & Specifications	<p>Muriate of Potash (MOP) - in loose bulk.</p> <p>SPECIFICATIONS :-Muriate of Potash (MOP) As per Indian Fertilizer Control Order 2017, with latest Amendments:</p> <p>i) Moisture, per cent by weight, Maximum : 00.50%</p> <p>ii) Water Soluble Potash Content as K₂O, % by weight, Minimum (Potassium Oxide) : 60.00%</p> <p>iii) Sodium as NaCl, per cent by weight, (on dry basis), maximum : 03.50%</p> <p>iv) Particle Size: Minimum 65% of the material shall pass through 1.7 mm IS sieve and be retained on 0.25 mm IS sieve.</p> <p>MOP should be crystalline, free flowing, Pink/ Red in colour and free from visible contamination/ clay/ grit. The product loaded in each vessel must be supplied from a single source/ mine. The colour & particle size of the product should be uniform and free flowing. A certificate in this regard from independent inspecting agency, confirming the same, must be sent to NFL</p>									



8.	Address For Correspondence And For Collection And Submission of Documents	Executive Director(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
9.	Tender download	The Tender document can be downloaded from NFL's website www.nationalfertilizers.com or https://etenders.gov.in/eprocure/app . Corrigendum/Addendum, if any, shall be published only on these websites.
10.	Tender Submission	Only through electronic mode for which Tenderers may log on to website https://etenders.gov.in/eprocure/app . For further details, refer to Annexure-IV & clause B -11.00. Incomplete tenders in any respect and/ or with deviation shall be liable to be 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.
11.	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.
12.	Technical Bid format	To be filed electronically on website as per Performa placed at Annexure-A
13.	Price Bid format	To be filed electronically on website as per Performa placed at Annexure-B
14.	CFR FO Shipment terms	General Shipment Terms In Respect Of CFR FO Contracts placed at Annexure-I
15.	Performa PGB	Performance Guarantee Bond Performa Placed At Annexure-II
16.	LC Performa	Placed At Annexure-III
17.	Special Instructions	Special Instructions To Tenderers – Annexure-IV
18.	Integrity Pact	Placed At Annexure-V
19.	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.	
20.	The contract shall be governed by the latest version of INCOTERMS 2020.	

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>

		d.	The term “PRODUCT” shall mean the product specified in Point 7 of Part A and the term “SPECIFICATION” shall mean the quality of the product as specified in Point 7 of Part A. Should NFL relinquish ownership of the business, whether by sale, cessation, fusion or any other cause, outstanding quantities remaining to be delivered under this contract, shall ipso facto be taken by or transferred to new owners or successors. Nevertheless, tenderer reserves the right in this event to cancel such quantities: the cancellation not giving rise to any right to indemnify.
3.00	Eligibility Criteria	a. b. c.	Only Manufacturer or their 100% marketing arm or their 100% subsidiary can apply. They must have supplied minimum 50,000 MT of MOP in Indian market during any of the last 3 years from date of publication of this tender. That Manufacturer’s product MOP has not been declared non-standard by Central Fertilizer Quality Control & Training Institute (CFQC&IT), 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), in last 5 years from date of publication of this Tender.
4.00	QUANTITY	a. b. c.	Bidders may quote one or more vessel loads but offered quantity should <u>not be less than 25,000 MT. The tolerance in ship load quantity can be +/- 10%.</u> 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. 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.
5.00	PRICE		<p>a) Price Basis: CFR India, to any of the mentioned Indian ports / coasts, as per clause 6 Part-A.</p> <p>b) UNIT Price: The unit price in US Dollar per Metric Tonne shall be based on the minimum of the contract prices of MOP with 180 days credit period for India, as published on the date of Purchase Order, in any of international journals like Fertecon/IHS Markit (India CFR contract, including 180 days’ credit), FMB/Argus (CFR Standard Bulk India 180 days) and Fertilizer Week/CRU (Standard Bulk CFR India 180 days Contract). For invoicing purposes, the price so derived from above international journals shall be reduced by shrinkage and sight LC discount (if availed). All other discounts shall be payable subsequent to discharge of every vessel.</p> <p>c) Discounts: The discounts (including shrinkage, sight LC and other discounts) shall be offered in annexure-B.</p> <p>d) 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-19.0. 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.</p> <p>e) 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.</p> <p>f) 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.</p> <p>g) 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`</p> <p>h) SELLER shall bear all Seller’s costs and expenses in accordance with Inco-terms 2020 for CFR.</p> <p>i) The Buyer shall bear all Buyer’s costs and expenses in accordance with Inco-terms 2020 for CFR.</p>



6.00	Purchase Order (PO)	NFL shall issue a purchase order (PO) 25 days prior to each shipment for requirement of 2021, once price is finalized with the supplier.
7.00	Evaluation of offers	<p>Price bids of only the bidders who submit requisite documents as per clause 12.00 (Part-B) and meeting Eligibility Criteria as per clause (3.00) shall be opened</p> <p>The minimum CFR India MOP price with 180 days credit, published in international journals i.e. CRU/Argus/Fertecon shall be headline price for bidders. The bidders shall offer following discounts on this headline price:</p> <ul style="list-style-type: none"> • Cash discount on sight LC in %age on headline price as above. • Shrinkage discount in %age on headline price as above. • Other discounts (i.e. Promotion, LC opening discount, Quantity rebate etc.)in %age on headline price as above. <p>The bids shall be evaluated on L-1 basis after considering above offered discounts on the minimum CFR India price with 180 days credit, published in CRU/Argus/Fertecon. Payment shall be made through sight L/C.</p>
8.00	Analysis, Sampling & Quality	<p>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.</p> <p>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.</p> <p>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.</p>
9.00	Weighment	<p>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.</p>
10.00	Tenderers Categorization, Earnest Money Deposit(EMD) & Performance Guarantee Bond(PGB)	
	Tenderers categorization	Earnest Money Deposit
	Reputed Manufacturer or their 100% marketing arm or their 100% subsidiary of the product.	Nil
	<p>Performance Guarantee Bond (PGB):</p> <p>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.</p> <p>b) The Performance Guarantee Bond shall be 1% of PO Value .</p>	

	<p>c) The Performance Guarantee Bond shall be kept valid for minimum 6(Six) months from date of LOI/PO</p> <p style="text-align: center;">or</p> <p>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.</p> <p>Supplier in such case has to extend the validity of P/G Bond immediately, as informed by NFL.</p> <p>d) The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover through Registered Post AD and not through supplier</p> <p>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.</p> <p>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.</p> <p>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, 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). The issuing Bank shall advise SBI Branch at BHAI VEER SINGH MARG, GOLE MARKET, New Delhi through SWIFT about issuance of such BG.</p>
<p>11.00</p>	<p>Tender Submission and acceptance</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>NFL reserves the right to postpone the opening of tenders and will issue such corrigendum on websites as detailed at A-9.</p>

<p>12.00</p>	<p>The various documents to be submitted are as detailed below</p> <p>a) Technical Bid Part</p> <table border="1" data-bbox="284 1800 1485 2094"> <tr> <td data-bbox="284 1800 1485 1839"> <p>Document (Technical Bid)</p> </td> </tr> <tr> <td data-bbox="284 1839 1485 1872"> <p>A To be uploaded on website</p> </td> </tr> <tr> <td data-bbox="284 1872 1485 1935"> <p>Documentary evidence to establish status of bidder i.e. Manufacturer or their 100% marketing arm or their 100% subsidiary</p> </td> </tr> <tr> <td data-bbox="284 1935 1485 2033"> <p>Duly self-certified (by authorized representative not less than head of marketing) certificate, certifying that supplier/ manufacturer has supplied 50,000 MT and/ or more of MOP to Indian market during any of the last three years from date of publication of this tender.</p> </td> </tr> <tr> <td data-bbox="284 2033 1485 2094"> <p>Manufacturers to submit a self-certification by CEO or Director or Marketing head that MOP supplied by them in India, has not been declared non-standard by Central Fertilizer Quality Control & Training Institute</p> </td> </tr> </table>	<p>Document (Technical Bid)</p>	<p>A To be uploaded on website</p>	<p>Documentary evidence to establish status of bidder i.e. Manufacturer or their 100% marketing arm or their 100% subsidiary</p>	<p>Duly self-certified (by authorized representative not less than head of marketing) certificate, certifying that supplier/ manufacturer has supplied 50,000 MT and/ or more of MOP to Indian market during any of the last three years from date of publication of this tender.</p>	<p>Manufacturers to submit a self-certification by CEO or Director or Marketing head that MOP supplied by them in India, has not been declared non-standard by Central Fertilizer Quality Control & Training Institute</p>
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		<p>(CFQC&IT), 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), in last 5 years from date of publication of this tender.</p> <p>Submission of acceptance of Analysis, Sampling & Quality as per clause no. 8 of Part-B & Weighment as per clause no. 9 of Part-B</p> <p>Signed and stamped Integrity Pact</p> <p>Particulars of Indian agent, if any and their Constitution</p> <p>Country of origin of material & parcel size</p> <p>B Signed and stamped Tender Documents(along with all annexures) to be submitted without any deviation, either physically or to be uploaded on website</p> <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 https://etenders.gov.in/eprocure/app as per format attached at Annexure-B</p>
13.00	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 22.0 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>
14.00	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/ Executive Director (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>
15.00	Invoicing	<p>Supplier should raise invoice for material in CFR FO price net to discount on Sight Discounting and Shrinkage discount 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>
16.00	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. The L/C shall be opened on receipt of Performance Guarantee Bond for each shipment. 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. 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-III.</p> <p>It is expected that L/C Performa which is annexed herewith would be read and understood by the Tenderers.</p>
17.00	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 affreightment 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>

18.00	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 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. 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. vii) Certificate from supplier to the effect that the material supplied under the contract is correct as to the quality, quantity, rate and total value viii) Copy of intimation to our underwriters for insuring the cargo as per Shipping Advice. ix) Stowage Plan. x) Certificate of Sampling
19.00	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 Indian Agents including the commission being paid to them. (iii) In case there is no agent in India, the tenderer shall certify that they have no agents in India and no remuneration is to be paid to any Indian Party. (iv) The Indian Agent's commission, if any, will be paid in India in Indian Rupee. The conversion will be made only at the prevailing RBI Reference Rate at the time of making payment. Payment of agent's commission will be subject to deduction of tax as may be applicable. <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>
20.00	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

		<p>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.</p> <p>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.</p>
21.00	Quality Claims	<p>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.</p>
22.00	Default	<p>In the event of failure to sail the vessel from Load Port within the time stipulated in the NIT's clause No.3.00 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 sailing, 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>
23.00	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.-V), 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. Shri Ramchander Bagdalkar e-mail- rnbagdalkar@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>
24.00	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.</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 Muriate of Potash (MOP) shall not be</p>

		<p>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 product should be supplied from a single source (plant). The colour & particle size of the product should be uniform, free flowing and a certificate in this regard from 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>g) 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>h) For payment to Indian Companies offering on HSS basis, the exchange rate as agreed shall be applicable.</p> <p>i) 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>j) 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>k) 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>
25.00	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>
26.00	Disputes/ <u>Arbitration</u>	<p>a. FOR INDIAN PARTIES "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved</p>

		<p>within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below: A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority. Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996. Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996. The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract. The seat and venue of arbitration shall be Delhi/Place of respective Unit/Place of Zonal Office. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.”</p> <p>b. For Foreign Parties “Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat and venue of the arbitration shall be at New Delhi, India. The language of the arbitration shall be English. This Contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.”</p> <p>c. For CPSEs and Government Department All commercial disputes between CPSEs inter se and CPSE(s) and Govt. Department(s)/Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/Organizations shall be included as under: “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.</p>
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27.00	Applicable law/ Jurisdiction of Courts	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.
28.00	Fraud Prevention Policy	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.



PART – 1: TECHNICAL BID

(Available on <https://etenders.gov.in/eprocure/app>)

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

E-Tender No.: 2020_NFL_53894_1 (Tender Doc. No.10-2021-MOP-01EW)

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 a Manufacturer or their 100% marketing arm or their 100% subsidiary					
5	Documents submitted towards Manufacturer or their 100% marketing arm or their 100% subsidiary	Yes/NO				
	Supply of Min. 50000MT MOP to India in last 3 years	Yes/NO				
	Self certification for non-declaration by CFQC&TI for Non standard MOP supplies	Yes/NO				
	Acceptance of Analysis, Sampling & Quality as per clause no. 8 of Part-B & Weighment as per clause no. 9 of Part-B	Yes/NO				
6	Country of origin of Product					
7	Parcel Size in MT					
8	Duly Signed 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 for Shipment of	Required	*40000MT (at ECI)	*28000MT (at WCI)	30000MT (Feb2021)	30000MT (May2021)
		Offered				

*- Shipment / Sailing from load port within 25 days from date of issue of LOI/PO.

Undertaking/declaration

1. I/We hereby confirm that we have read all the terms and conditions of this tender for Import of Muriate of Potash (MOP), all the annexures attached thereof and all addendum/s, if any, issued and I/we undertake that all terms & conditions mentioned in this tender document consisting of pages 1 to 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.

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.

**Annexure-B****PRICE BID FORMAT**(Available on <https://etenders.gov.in/e procure/app>)

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

PRODUCT – MURIATE OF POTASH (MOP) – BULK - FERTILIZER GRADE.

E-Tender No. 2020_NFL_53894_1 (Tender Doc. No. 10-2021-MOP-01EW)

Sl	Details /	
	Price in USD PMT	Kakinada/Paradip or Any other safe port on ECI and Mundra/Pipavav or Any other safe port on WCI
1.	Quantity (Required) in MT	128000 MT as per clause 3 of Part-A of NIT
2	Freight in USD PMT included in Min. CFR India Price mentioned at 3 below	
3	*-Min. CFR India Price with 180 days credit published in CRU/Argus/Fertecon	230.00 USD PMT
4	(-) Cash Discount for sight L/C in % of Min. CFR Price mentioned at 3 above	
5	(-) Shrinkage Discount in % of Min. CFR Price mentioned at 3 above	
6	(-) Other Discounts (i.e Promotion, LC opening discount, Quantity rebate etc.) in % of Min. CFR Price mentioned at 3 above	
7	Net CFR FO Rate USD PMT {3-(4+5+6)}	
8	Agency Commission payable to Indian Agent in USD PMT (Included in Min. CFR FO Rates (Row .3))	

*- Min. CFR India Price with 180 days credit of 230.00 USD published in CRU/Argus/Fertecon is for period up to December2020 and for subsequent period the price published on date of PO shall be applicable and net price will be calculated accordingly.

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 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 are **liable to be 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, Paradip, 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 7 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 (PWWDSHEXEIU).

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

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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ANNEXURE-III

L/C PERFORMA

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: MURIATE OF POTASH (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., Executive Director (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 and reverse auctioning. The NIT is available on website <https://etenders.gov.in/eprocure/app> from where the registered vendors of PP Thread with NFL will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. Subsequent to Price Bid opening, online reverse auction will take place.

You are already aware of the process regarding downloading of tender documents, preparation of techno-commercial bid as well as price bid, uploading of techno-commercial as well as price-bids and submitting through online only, opening of bids, participation in reverse auctioning, 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 (Executive Director-Materials) Contact No.- +91-9560279900 Email –jpsachdeva@nfl.co.in	Name-Dileep Kumar, (Manager-Materials) Contact No.- +91-9717731625 Email – imports@nfl.co.in
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b) Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

2. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. 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 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.
3. The starting / base price for reverse auction shall be the lowest landed (FOR destination all inclusive) valid rate received against initial price bids submitted by participating vendors.
4. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
5. To participate in e-tendering of NFL, please refer <https://etenders.gov.in/eprocure/app> for System requirement, Browser configuration, procedures etc.
6. 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.
7. **Tender Schedule:**
The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, Reverse Auction and subsequent clarification/amendment in schedule etc. shall be communicated to registered vendors separately by emails/fax message. The same is also available on the above mentioned website against this tender.



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

8. REGISTRATION AT CPP Portal

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

9. SEARCHING FOR TENDER DOCUMENTS AT CPP Portal

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

10. PREPARATION OF BIDS AT CPP Portal

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

11. SUBMISSION OF BIDS AT CPP Portal

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized



persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

12. ASSISTANCE TO BIDDERS FOR CPP Portal

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

13. Tender Opening:

The tenders will be opened electronically by NFL from Noida office. The submission of bids shall 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 **M/s. National Fertilizers Limited-Noida**

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 supply of **Muriate of Potash-MOP (Bulk)**. 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 Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance 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.
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)

(Signatures & Office Seal)
 Place _____
 Date _____

(Signatures & Office Seal)

Witness 1 :
(Signatures, Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Signatures, Name & Address)

Witness 2 :
(Name & Address)

