



NATIONAL FERTILIZERS LIMITED
(A Government of India Undertaking) [CINL74899DL1974GOI007417]
Corporate Office : A-11, Sector-24, Noida-201 301
Dist. Gautam Budh Nagar (UP) (India)
Phone: 00-91-120-2412294, 2412445, Fax: 00-91-120-4246764,2411057
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Document No: NFL/CO/IMP/RFP/DAP/Traders/2022-23

Date: 28.05.2022

TERMS OF REFERENCE (TOR)
FOR
ENTERING INTO LONG TERM AGREEMENT /
MoU WITH REPUTED TRADERS FOR IMPORT
OF DAP (18:46:0) & NPS (20:20:0:13)
Document for inviting Request for Proposal (RFP)



Closing Date
20th June, 2022 Up to 1400 Hrs IST.

Executive Director
Marketing
National Fertilizers Limited, A-11, Sector-24, Noida-201301
District :- Gautam Buddha Nagar, Uttar Pradesh, INDIA



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TERMS OF REFERENCE(TOR) FOR ENTERING INTO PURCHASE AGREEMENT WITH REPUTED TRADERS FOR IMPORT OF 3,00,000 MT of DAP & 100,000 MT of NPS IN A YEAR

Introduction:-

A. About National Fertilizers Limited (NFL)

National Fertilizers Limited (NFL) is a Public Sector Undertaking under administrative control of Ministry of Chemicals and Fertilizers, Government of India and has its Registered Office at SCOPE Complex, Core III , 7 Institutional Area, Lodhi Road, New Delhi-110003 and Corporate Office/ Central Marketing Office located at A-11, Sector -24, Noida 201301.(UP).

NFL is the 2nd largest manufacturer of Neem Coated Urea in India. The company has five gas based Urea plants at Nangal & Bathinda in Punjab, Panipat in Haryana and two at Vijaipur in Madhya Pradesh. Company produces and sells around 3.8 Million MT of Neem Coated Urea and sells approx. 1.0 million MT of imported DAP/MOP/NPS/NPK/Urea(Govt. Account).

NFL's Marketing Network comprises of a Central Marketing Office at Noida, Four Zonal Offices at Bhopal, Lucknow, Hyderabad & Chandigarh, 19 State Offices and 34 Area Offices spread across the country. The company has a strong dealership network and all the fertilizers are marketed through dealers appointed from both the government and private sector.

NFL is engaged in marketing its Neem Coated Urea, Bio-Fertilizers (solid & liquid), DAP, MOP, NPK, NPS, Seeds, Compost, Bentonite Sulphur and other Agro-Chemicals under its brand "Kisan". NFL also manufactures and sells other allied Industrial products like Ammonia, Nitric Acid, Ammonium Nitrate, Sodium Nitrite, Sodium Nitrate etc.

NFL earned sale revenue of USD 2058.57 Million in 2021-22 with respect to Urea DAP, MOP, NPKs imports and sale. Details of DAP imported by NFL in recent past is given below:-

Financial Year	DAP imported in MT
2015-16	33,540
2016-17	214,203
2017-18	328,820
2018-19	812,793
2019-20	486,969
2020-21	417,518
2021-22	576,712

In order to increase its revenue as well as to strengthen its product line, NFL has decided to use its marketing network optimally through Import & sale of DAP/NPS/NPKs, etc. NFL has plans to become one of the major players in trading of P&K fertilizers. To ensure assured supply of a quality product at the right time and at a transparently arrived competitive price, NFL desires to tie-up 50-60% of its annual import requirement of DAP with one or more reputed traders through Long Term Purchase contract.



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B. TERM OF REFERENCE

Through these Terms of Reference (TOR), NFL is inviting reputed DAP/ NPS traders to enter into agreement/ MoU for supply of DAP/ NPS. The eligibility criteria for participation in Request for Proposal (RFP) are categorized into two parts:-

Sr	Description	Details
1.	Request for proposal (RFP):-	<p>The Request for Proposal shall be submitted in two parts:</p> <p>Part-1</p> <p>Bidders shall submit proposal as per the terms and conditions of ToR and mandatory criteria, eligibility criteria and evaluation criteria as detailed in Annexure-I by submitting the following</p> <ol style="list-style-type: none"> Signed and stamped copies of ToR and terms and conditions (TC) along with annexures thereto as a token of acceptance all terms and conditions of RFP. Submission of signed and stamped Integrity Pact. Certificate on Company's letter head duly signed by authorized representative that they have not been blacklisted by any PSU/Cooperative during last five years from the date of publication of this RFP. Support letter from manufacturer/s that they are supporting the traders for participation in this RFP and Certificate on their letter head for certifying their installed capacity of DAP/MAP (Minimum 0.5 Million MT/Yr). Certificate from manufacturer (whose support letter attached) in their letter head that their material 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 in last 5 years from the date of publication of this RFP.. Statement on letter head (Participating Trader) duly signed by authorized signatory and certified by the company auditor certifying that they have supplied at least 20.0 lakh metric tons of total fertilizers (including fertilizer raw material) throughout the world during the financial year 2021-22 (April-March) or Calendar Year 2021. Statement on letter head (Participating Trader) duly signed by authorized signatory and certified by the company auditor certifying that they have supplied at least 4.0 lakhs metric tons of total fertilizers (including fertilizer raw material) to India during the financial year 2021-22 (April-March) or Calendar Year 2021. Copies of BLs along with corresponding invoice to establish supply of minimum 1,00,000 MT for DAP and one single vessel of 25,000 MT for NPS (20:20:0:13) into India during FY 2021-22 or Calendar year 2021 . Certificate No. 1 and 2 in compliance with the Order F.No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India (Ref. clause C. 29 of terms and conditions) Offer Letter on company's letter head by providing following details Address:..... Phone no.... Fax no:.....e-mail:..... Contact Person:.....Number:.....e-mail:..... Details of Firm's CEO & Directors: Name of Indian Agent & Type of Agreement (if any):..... Firm's Profile, history and Organization Structure Valid credit rating as evaluated by any of the following three agencies – Standard & Poor's/ Moody's Investor Service/ Dun & Bradstreet (Date of rating should not be more than 6 months old). The credit rating has to be minimum satisfactory or equivalent. Latest Bank reference letter. Quantity offered with shipment schedule. <p>Part-2</p> <p>Bidders shall be required to submit Bids in Annexure-I in a separate sealed cover put in a bigger sealed cover. Sealed envelope containing Annexure-I, to be opened only for those who have</p>



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		submitted the requisite documents for meeting eligibility criteria and their proposal is considered acceptable. Evaluation of bids shall be made as per annexure-I.
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C. The terms and conditions for entering into long term contract for purchase of DAP/ NPS are as detailed below

Sr	Description	Details
1.	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.	Definitions	<p>a. The term "CONTRACT" shall mean and include the Terms of Reference(TOR), Letter of Intent(LOI)/Memorandum of Understanding (MOU) 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 Participating Trader / Bidder shall mean the person(s), firm or company, who submits Request for Proposal(RFP) duly signed in response to this TOR issued by NFL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.</p> <p>d. The term "PRODUCT" shall mean the product specified in Point 3 of Part C and the term "SPECIFICATION" shall mean the quality of the product as specified in Point 4 of Part C.</p> <p>e. Should NFL relinquish ownership of the business, whether by sale, cessation, fusion or any other cause, outstanding quantities remaining to be delivered under this contract, shall ipso facto be taken by or transferred to new owners or successors. Nevertheless, tenderer reserves the right in this event to cancel such quantities: the cancellation not giving rise to any right to indemnify</p>
3.	Product and Packing	<p>Di-Ammonium Phosphate (18:46:00) - in loose bulk</p> <p>Ammonium Phosphate Sulphate (20:20:0:13) – in loose bulk</p>
4.	Specifications	<p><u>Di-Ammonium Phosphate (DAP) 18:46- As per Indian Fertilizer Control Order 1985 with latest amendments</u></p> <p>Moisture per cent by weight, maximum : 02.50%</p> <p>Total Nitrogen (Ammoniacal and Urea) per cent by weight, minimum : 18.00%</p> <p>Ammoniacal Nitrogen per cent by weight, minimum : 15.50%</p> <p>Available Phosphorous (as P₂O₅) per cent by weight, minimum : 46.00%</p> <p>Water Soluble Phosphorous (as P₂O₅) per cent by weight, minimum : 39.50%</p> <p>Particle Size: Minimum 90% of the material shall be retained between 1mm and 4mm IS Sieve.</p> <p><u>Ammonium Phosphate Sulphate (NPS) 20:20:0:13- As per Indian FCO 1985 with latest amendments</u></p> <p>Moisture per cent by weight, maximum : 01.00%</p> <p>Total Nitrogen (as Ammoniacal and Urea) per cent by weight, minimum : 20.00%</p> <p>Ammoniacal Nitrogen per cent by weight, minimum : 18.00%</p> <p>Available Phosphorous (as P₂O₅) per cent by weight, minimum : 20.00%</p> <p>Water Soluble Phosphate (as P₂O₅) per cent by weight, minimum : 17.00%</p> <p>Sulphate Sulphur as (S) per cent by weight, minimum : 13.00%</p> <p>Particle Size: Minimum 90% of the material shall be retained between 1mm and 4mm IS Sieve.</p>



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5.	Contract period and Extension Of Term	This contract shall continue in effect for One Year from the date of signing of agreement Either Party may, by written Notice given not later than 3 (Three) months prior to expiry of term, notify the other Party that it wishes to extend the term of this Purchase Contract. Should the parties mutually agree, the Purchase Contract shall be extended for another one year on the same terms and conditions.
6.	Contract Quantity	<p>a. Total Quantity under MoU: 300,000 MT DAP (18:46:0) & 100,000 MT of NPS (20:20:0:13). Quantity tolerance of $\pm 10\%$ for each shipment to be at seller's option.</p> <p>b. The participating trader / bidder can offer any quantity but offered quantity should not be less than 25,000MT. Allocation of quantity among eligible participating traders / bidders will be done by NFL at its sole discretion, subject to maximum quantity of 1,50,000 MT per trader/bidder. However, in case, the total quantity under MoU does not get covered by allocating 1,50,000 MT per trader/bidder, then NFL at its sole option can allocate more quantity to eligible traders/bidders based on their hierarchy & quantity offered.</p> <p>c. The quantity mentioned above is subject to settlement of price terms and conditions, for each vessel/shipment. In case, either of the party, does not reach for price settlement (as per clause 8 of TOR), none of the party can claim any compensation/ Damages on account of non-fulfillment of contract quantity. Non-settlement of price shall not affect the quantity discount payable on yearly basis. In that case, agreed quantity rebate shall be applicable on the quantity actually supplied and the same shall be paid upon conclusion of contract.</p>
7.	Tentative shipment schedule	SUPPLIER shall deliver the above contract quantity in bulk to be scheduled and shipped during the contract period as per the shipment schedule mutually agreed between the parties based on tentative shipping schedule with tentative vessel load quantity, which shall be finalized at the time of signing of contract.
8.	Purchase Price	<p>a. Price Basis: CFR India, to any of the mentioned Indian Ports, coast as per clause no.12.</p> <p>b. UNIT Price: The unit price on CFR FO India in US Dollar per MT shall be mutually negotiated 25 days prior to shipment taking into account the prevailing market price and conditions at the time of procurement of material.</p> <p>c. Unit Price shall be inclusive of Indian Agents Commission, if any. Indian Agent commission, if any, 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. 20. 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>d. The quantity rebate agreed separately under Purchase Agreement shall be over and above the mutually agreed unit price as per (b) above.</p> <p>e. Supplier shall bear all Seller's costs and expenses in accordance with Inco-terms 2020 for CFR.</p> <p>f. The Buyer shall bear all Buyer's costs and expenses in accordance with Inco-terms 2020 for CFR.</p> <p>g. 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>
9.	Analysis & Sampling	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.
10.	Product Quality	The product loaded in each vessel under this contract must be supplied from a single plant. The colour (as specified above) & prill size of the product should be uniform and free flowing. A certificate in this regard from Reputed International Inspecting agency appointed by Supplier at Load port, confirming the same, must be sent to NFL.



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		<p>SUPPLIER warrants that the Products shall, at the Discharge Port, conform to the Product quality specification under "clause 4.0-Specifications" above. This provision constitutes the whole of SUPPLIER'S obligations with respect to the description, quality and fitness for purpose of the product to be delivered. In case of product declared non-standard by CFQC&TI, Faridabad (India) or any of its regional labs at discharge Port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO) with latest amendments and/ or if the colour of any part of the cargo does not conform to the colours mentioned in the NIT, the cargo will be rejected. The supplier shall refund the landed cost of cargo found sub-standard (including colour) as well as all the consequential handling and the distribution cost or any loss thereof, immediately on NFL's first demand, with value date being the date of initial payment to the supplier, failing which penalty @18% shall be payable up to the date of actual remittance by the supplier.</p> <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 fax/ e-mail.</p>
11.	Quantity (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 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 Supplier within 120 days from date of completion of discharge of the cargo. The Supplier 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 Bank Guarantee.</p>
12.	Discharge/Destination Ports	<p>Product to be discharged in India with Discharge rate PWWD SHEX EIU as 10000 MT for a vessel with five or more workable hatches, pro rata if less in the below mentioned Ports/Coasts</p> <ol style="list-style-type: none"> For West Coast India:- Kandla, Mundra, Tuna, Dahej, Pipavav ports or any other Port in West Coast. For East Coast:- Vizag, Kakinada, Gangavaram, Krishnapatnam, Dhamra or any other Port in East Coast <p>or at any other port as agreed to by the parties. Final discharge port shall be confirmed by the Buyer at least three weeks before shipment time. Beam/LOA/Draft restrictions shall be as applicable at respective discharge ports. The indicated discharge rate is on PWWD SHEX EIU for five or more workable hatches, pro-rata, if less.</p>
13.	Performance Guarantee Bond (PGB):	<ol style="list-style-type: none"> Supplier shall furnish to NFL within 10 days of issuing Purchase Order (PO), a Performance Guarantee in the prescribed Proforma attached as Annexure-II through Indian nationalized bank or a schedule bank (except cooperative Bank) in New Delhi. Conditional PG bonds are not acceptable. The Performance Guarantee Bond shall be equivalent to 3% of contract value. The Performance Guarantee Bond shall be kept valid for minimum 6(Six) months from date of LOI/PO or To be kept valid till discharge port results in respect of quality are received and or, amount for quantity short landed including the equivalent amount of custom duty and other duties, if any deposited on quantity short landed (recoverable), and amount of penalties and dispatch / demurrage / dead freight / detention charges etc. are settled, whichever is later, as performance would be deemed completed only after that. Supplier in such case has to extend the validity of P/G Bond immediately, as informed by NFL. The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover



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		<p>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. The Vendor/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e. ICICI Bank Ltd, KI , Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 , as per following details:</p> <ol style="list-style-type: none"> 1. IFN 760 COY for issuance of bank guarantee. 2. IFN 767 COY for amendment of bank guarantee. 3. Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN760 COV/ IFN 767 COY. 4. Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/ IFN 767 COY.
14.	Marine insurance	Marine Insurance for CFR FO supplies shall be arranged by NFL through their underwriters whose detail shall be furnished while issuing the Purchase Order/LC opening. The supplier shall intimate NFL's underwriters/ Dy. General Manager (Materials), NFL immediately on shipping the product informing the name of the ship, quantity, value of material, port of loading etc. Premium paid, if any, for overage vessel will be to the account of supplier.
15.	Invoicing	Supplier should raise invoice for material in CFR FO price and also mention the freight component of CFR FO price in invoice itself. The freight component should be authenticated by enclosing copy of Charter Party agreement/Fixture note that supplier has entered with the vessel owner.
16.	PAYMENT	<p>Without prejudice to Buyer's right to recover the damages, payment less agency commission, if any, shall be made through sight L/C. NFL shall establish sight L/C (Irrevocable, non-transferable and non-assignable) after receipt of signed contract, Vessel Nomination and acceptable Performance Guarantee Bond in the prescribed Performa as provided in the standard contract. The L/C covering 100% value of the contracted quantity including plus tolerance will be established by NFL..</p> <p>The payment for agency commission for agents in India, will be made in Indian Rupee only. For LC Performa and documents required for negotiations, Kindly refer to Annexure-III. It is expected that L/C Performa which is annexed herewith would be read and understood by Participating Trader.</p>
17.	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 PO 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.</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>
18.	Bill of Lading	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 freight contract are automatically extended to the second port without issuing a new B/L.



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		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.
19.	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) 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 Supplier at Load Port. vi) Certificate of Quality & Inspection issued by Inspection Agency. vii) Copy of intimation to our underwriters for insuring the cargo as per Shipping Advice. viii) Stowage Plan. ix) Certificate of Sampling
20.	Indian Agent:	<p>The participating trader shall disclose the name & address of their agent / representative along with the following information:</p> <ul style="list-style-type: none"> (i) Indian Agent's registration numbers and their permanent income tax account number, amount and nature of commission / remuneration. (ii) A copy of terms & conditions of the appointment of the <u>Indian Agents including the commission being paid to them.</u> (iii) In case there is no agent in India, the tenderer shall certify that they have no agents in India and no remuneration is to be paid to any Indian Party. (iv) The Indian Agent's commission, if any, will be paid in India in Indian Rupee. The conversion will be made only at the prevailing RBI Reference Rate at the time of making payment. Payment of agent's commission will be subject to deduction of tax as may be applicable. <p>In cases where there is no agent but the supplier has any Indian Branch or subsidiary or financially inter-linked concern the same shall be intimated to NFL. This will also include such Indian agent, who is paid general retainer fee and may not have any reference to this particular contract i.e. supplier shall intimate to NFL if they have got any agent / representative by whatsoever name he may be called in India and is receiving in India and / or outside India, any payment or facility in any form in return for any service rendered by him to the supplier.</p> <p>Should NFL suffer any loss / losses or penalization by the appropriate authority in India because of the failure or action of the supplier in not disclosing the names and other details in respect of their agents in India, NFL shall hold the supplier responsible for such penalties and shall be entitled to claim from them damages for breach of the above provision of the contract and also to resort to such other action which they may consider appropriate.</p>
21.	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. In case the product tendered is



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		<p>being shipped for the 1st time to Indian market, then NFL/Inspection agency shall be permitted to inspect the material at producing Unit/warehouse/load port well before shipment and material shall only be shipped after satisfaction of NFL or its inspection agency. In such case, if product fails, NFL reserves the right to cancel the P.O./LOI without any further liability to either party.</p> <p>c. Irrespective of whether NFL appoints inspection agency or not, it will be obligatory on the part of the supplier to obtain Certificates of Inspection from internationally reputed Inspection Agency appointed by Supplier to the effect that material is in accordance with the specifications laid down in the contract. This shall accompany the shipping documents. The inspection fee shall be borne by supplier.</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>
22.	Default	<p>In the event of failure to sail the vessel from Load Port within the time stipulated in the PO, 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.	Important Points For Careful Consideration	<p>a) Incomplete offers / offers not conforming strictly to specifications as well as to TOR conditions prescribed are liable to be rejected.</p> <p>b) 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>c) Fixture of Floating shipments for supply of DI AMMONIUM PHOSPHATE shall not be accepted.</p> <p>d) 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>e) General Shipment terms in respect of CFR FO is placed at Annexure-V</p> <p>f) 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>g) 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>



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		h) 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.
24.	Integrity Pact:	<p>Signing of Integrity Pact (IP) is mandatory for every Tenderer participating in this tender. A copy of the IP is enclosed (Annex.-IV), 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>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>The Independent External Monitors (IEMs) for this tender shall be Shri Ramchander Bagdalkar e-mail- rnbagdalkar@gmail.com and Cmde Rakesh Anand IN (Retd.) e-mail- ansem_2000@yahoo.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>
25.	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.	Disputes/ Arbitration	<p>a. FOR INDIAN PARTIES</p> <p>"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 within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:</p> <p>A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority.</p> <p>Where the claim including determination of interest, if any, being claimed upto the date of</p>



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		<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The seat and venue of arbitration shall be Delhi/Place of respective Unit/Place of Zonal Office.</p> <p>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</p> <p>"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.</p> <p>The seat and venue of the arbitration shall be at New Delhi, India.</p> <p>The language of the arbitration shall be English.</p> <p>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</p> <p>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</p>
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		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".
27.	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.	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.
29.	Restrictions on procurement from a bidder from a country or countries which shares a land border with India.	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annexure-I of Order No. 6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India. If registered with Competent Authority as above a copy of registration certificate shall be furnished along with the bid failing which the bid shall be rejected.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity or A natural person who is a citizen of such a country; or A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>IV. The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> In case of a company or Limited Liability Partnership the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation--- <ol style="list-style-type: none"> "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of



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		<p>entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>VI. Notwithstanding anything contained herein above, these provisions shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.</p> <p>Certificate to be submitted by tenderers:</p> <p>1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached".</p> <p>2. The bidders shall submit a certificate, along with their bid, to the effect that they fully comply with the Order F.No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India. If such a certificate given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and further legal action in accordance with law.</p>
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Annexure-I

Eligibility and Evaluation Criteria

A:- Mandatory Criteria

Sr	Criteria	Confirmation	Documents Required
1.	Acceptance to terms of reference and GTC	Yes/NO	Signed and stamped copy
2.	Submission of signed and stamped Integrity Pact.	Yes/NO	Signed and stamped copy
3.	Certificate on Company's letter head duly signed by authorized representative that they have not been blacklisted by any PSU/Cooperative during last five years from the date of publication of this RFP.	Yes/NO	Certificate to be enclosed
4.	Certificate from Manufacturer(whose support letter attached) that their material has not been failed by CFQC&TI, Faridabad, India during last five years from the date of publication of this RFP	Yes/NO	Certificate from supporting Manufacturer on their letter head
5.	Support letter from those Supporting manufacturers having minimum installed capacity of 0.5 Million MT/Yr of DAP/MAP	Enclosed	Support certificate from manufacturer along with certificate of their installed capacity
6.	Certificates in compliance with the Order F.No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India	Enclosed	Certificate to be enclosed as per clause no. C 29 of terms and conditions

B:- Eligibility and evaluation criteria

Sr	Criteria	Qualifying Parameter	Maximum Points attributed	Quantum by trader	Documents Required
1.	Statement of total fertilizers (including fertilizer raw material) supplied throughout the world during the year Financial Year 2021-22 (April-March) or Calendar Year 2021	2,000,000 MT	20		Statement signed by authorized signatory and certified by the company auditor
2.	Statement of total Fertilizers (including fertilizer raw material) supplied to India during the Financial Year 2021-22 (April-March) or Calendar Year 2021	400,000 MT	20		Statement signed by authorized signatory and certified by the company auditor
3.	Statement of total DAP(18:46:0) supplied to India during the Financial Year 2021-22 (April-March) or Calendar Year 2021	100,000 MT	30		Copies of BLs along with corresponding invoices
	Statement of total NPS(20:20:0:13) supplied (at least one single vessel of minimum 25,000 MT) to India during the Financial Year 2021-22 (April-March) or Calendar Year 2021	25,000 MT			
4.	Quantity Rebate Offered (\$ PMT)		10		
5.	Quantity of DAP proposed to be supplied to NFL	Maximum permitted quantity is 1,50,000 MT	20		Offer Letter
Total			100		

Note:- The qualifying criteria indicated at B) above is the minimum qualifying requirement for MOU. However for points at B-1 to 4, the quantum achieved by the trader shall be converted into the points achieved by them based on the formula i.e. (the quantum achieved by Individual trader/the highest quantum achieved among all traders who have participated)) X the points attributed to individual criteria indicated in (B) above.



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For B-3, the maximum points granted will be 30 cumulatively for DAP and NPS. Companies submitting proposal for both the product can only be granted maximum 30 points, if they fulfil the given condition that they had supplied 100,000 MT of DAP and 25,000 MT of NPS as mentioned in B.3, on pro-rata basis with maximum capping as given above.

For calculating the points for B-5, the formula shall be = (Quantities offered by individual trader/ 150,000) X 20. For point B-5, the maximum permitted quantity shall be 150,000 MT and any trader offering quantities in excess of 150,000 MT shall be treated for maximum quantity.



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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 Vendor/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e. ICICI Bank Ltd, KI, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details:

1. IFN 760 COY for issuance of bank guarantee.
2. IFN 767 COY for amendment of bank guarantee.



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3. Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN760 COV/ IFN 767 COY.

Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/ IFN 767 COY.)



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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: DAP (18:46:0)/NPS (20:20:0:13) (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



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/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, LoI 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.

ANNEXURE-IV

INTEGRITY PACT

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

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

AND

_____ hereinafter referred to as "The Tenderer/Contractor"

PREAMBLE

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

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

Section 1 – Commitments of the Principal.

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

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

1. The Tenderer(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Tenderer(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Tenderer(s)/Contractor(s) will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Tenderer(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Tenderer(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Tenderer(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Tenderer(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.



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2. The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 : Compensation for Damages

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

Section 5 : Previous Transgression

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

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

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

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

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

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of Tenderers /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Tenderer(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Tenderer(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
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)

(Signatures & Office Seal)

(Office Seal)

Place NOIDA
Date 27-05-2022

Witness 1 : VINEET JAIN
(Signatures, Name & Address)

Witness 1 :
(Name & Address)

A-11, Sec-24, NFL
NOIDA

Witness 2 : ABHISHEK KUMAR
(Signatures, Name & Address)
NFL A-11, Sector-24
Noida-201301 (INDIA)

Witness 2 :
(Name & Address)



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ANNEXURE-V

GENERAL SHIPMENT TERMS IN RESPECT OF CFR FO 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 Macgregor or rolling type steel hatch cover. Vessel should be suitable for grab discharge and to give, free of expense, full use of its own gear, grabs if available, tackle, winches, if any. In the event of their breakdown, laytime to be adjusted pro rata.
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.
 - a. 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"



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- 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 8 of Part-A basis **five** or more available and workable hatches / holds and pro rata if less, per weather working day of 24 consecutive hours, Sundays and Holidays excepted, even if used (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



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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.



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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.