



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


Pre-Qualification cum Annual Rate Contract with

Load Port Inspection Agencies for

Inspection of P&K fertilizers at Overseas Loadport

24th March, 2023

E-Tender ID: 2023_NFL_149869_1

	<u>NATIONAL FERTILIZERS LIMITED</u>
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Subject:- NOTICE INVITING TENDER – FOR PRE-QUALIFICATION CUM ANNUAL RATE CONTRACT WITH INDEPENDENT THIRD PARTY INSPECTION AGENCIES/ SURVEYORS FOR INSPECTION OF ALL TYPES OF P&K FERTILIZERS AT OVERSEAS LOADPORTS OF CHINA, INDONESIA, JORDAN, MOROCCO, RUSSIA, SOUTH KOREA and SAUDI ARABIA

Brief of Company:-National Fertilizers Limited (NFL) is an Indian Public Sector Undertaking under Ministry of Chemicals and Fertilizers. NFL imports/ intends to import DAP, MOP, various grades of NPKS-Complex Fertilizers and other types of fertilizers. We regularly source fertilizers both in bulk and in container loads from different countries.

NFL seeks bids from experienced Independent third party Inspection Agencies/ Surveyors for undertaking Loadport Survey, Inspection and Analysis of different type of fertilizers as mentioned above **in bulk (loose)** at various loadports of China, Indonesia, Jordan, Morocco, Russia, South Korea and Saudi Arabia.

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

1.	Tender Closing Date & Time	24th March, 2023 AT 11:00 HRS. IST
2.	Techno Commercial Bid Opening Date & Time	14 th April, 2023 AT 14:30 HRS. IST
3.	Bid Validity	90 days from the date of opening of Techno-commercial bid.
4.	Price Bid opening	To be intimated to Techno-commercially qualified / Pre-qualified bidders through e-procurement system.
5.	Tender Type	Annual Rate Contract with load Port Inspection Agencies with Pre-Qualification for 3 Years.
6.	Load Ports and Countries	Any Load Port in China, Indonesia, Jordan, Morocco, Russia, South Korea and Saudi Arabia.
7.	Address For Correspondence And For Collection And Submission of Documents	Executive Director(Marketing), 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, 4246764, Fax: +91-120-2412294(T/F), 2411397,2411057 E-Mail : Imports@nfl.co.in
8.	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.
9.	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 14 of Part-B. Incomplete tenders in any respect and/ or with deviation shall liable to be rejected. Those tenderers, who are Techno-commercially qualified / pre-qualified for opening of price bid, shall not be permitted to deviate any of the agreed terms and conditions of pre-qualification & un-priced commercial bid of the tender subsequent to the opening of price bid. Supporting Tender documents required

		for technical qualification can also be submitted physically at the address given at Clause no.7 above. The supporting tender documents shall be put in the tender box kept for this purpose.
10.	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. Tenders should be duly signed on all pages by the tenderer or by legally authorized representative, in long hand along with the firm's/ company's seal as token of acceptance of all terms and conditions. No oral, telephonic or email tenders or modifications in the tenders shall be considered under any circumstances. All tenderers are requested to submit their tenders strictly as per the instructions as cited hereinafter in this document. The 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.
11.	Pre-Qualification format	Pre-Qualification Criteria for appointment of Load Port Inspection Agency for load ports mentioned at Clause 6 above – Annexure-IA & IB
12.	Undertaking	Undertaking that Tenderer is not blacklisted/banned by any PSU- Annexure-II
13.	Price Bid format	To be filed electronically on website as per Performa placed at Annexure-III .
14.	Special Instructions to Tenderer	Details at Annexure-IV
15.	Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.	Format of Certificate 1 & 2 regarding restrictions on procurement from a bidder from a country or countries which shares a land border with India placed at Annexure-V .
16.	Integrity Pact	Placed at Annexure-VI
17.	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.	

Part-B:- Terms and Conditions

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 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 “Load Port Inspection Agency(hence onward shall be termed as LPIA)” shall mean the person(s) firm, or company with whom a CONTRACT</p>

		<p>has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.</p> <p>c. The term “TENDERER” shall mean the person(s), firm or company, who offers a tender or quotation duly signed in response to this Notice Inviting Tenders (NIT) issued by NFL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.</p> <p>d. Should NFL relinquish ownership of the business, whether by sale, cessation, fusion or any other cause, outstanding services remaining to be delivered under the 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>
<p>3.</p>	<p>Scope Of Work</p>	<p>LPIA has to ensure completion of all jobs/scope of work as defined below and as per scope defined in NFL’s work orders from time to time and shall not be limited to jobs illustrated hereunder.</p> <p>a) Pre shipment inspection at the overseas loadports, providing daily loading reports, sampling, quality testing/analysis, providing relevant Quality/other Certificates as requested by NFL and/or specified in NFL’s purchase orders of the fertilizers, in bulk , to be loaded at various loadports, as and when imported by NFL.</p> <p>b) The quality inspection shall include two fertilizer samplings i.e.</p> <ol style="list-style-type: none"> i. One at/before the start of loading (either from plant or from stock pile/Port Warehouse/Party’s warehouse at Port area) and ii. Second on completion of loading and sample drawn from composite sample prepared based on samples drawn on daily basis. <p>c) Before the vessel takes berth, LPIA to intimate NFL: name and details of inspectors who will conduct the inspection. Inspectors to intimate NFL on the arrival of the vessel at loadports, NOR tendered, NOR accepted, any delay in berthing (reasons thereof), loading commenced, loading status, stoppages, departure of the vessel, etc. on daily basis. In addition The Surveyors will be required to provide following information/reports at various stages during the course of shipment as follows:-</p> <ol style="list-style-type: none"> i. Prior to commencement of loading, Inspectors will inspect hatches, holds and the hatch covers to determine the suitability of vessel for carrying fertilizers. ii. The inspector will be present throughout loading period. LPIA is required to provide daily report with supporting photographs clicked at the spot on loading status, disruptions in loading along with its duration and reasons for the same. iii. Inform System of loading the cargo (by conveyors / grabs/ barges, etc.). iv. Inform Weather conditions prevailing during the time of loading Physical condition and colour of the cargo to be in confirmation with NFL purchase contract with the supplier or fertilizer specifications as attached in PO. v. Whether there is any scope for moisture absorption by the cargo . If so, state measures taken by suppliers for protecting the cargo. vi. During the course of loading, if any development such as rain/snow fall, and mixture of foreign material, etc. takes place which is likely to affect the quality & weight of the cargo, the same should be notified promptly

		<p>to NFL and vessel master.</p> <p>vii. In case of stoppage in loading due to unforeseen events, whether the supplier took adequate steps to protect the cargo at the time of loading and after loading and to minimize the losses.</p> <p>viii. Confirmation that representative sample were taken as per contract clause and submitted to laboratory.</p> <p>ix. Certificate of confirmation in triplicate that the product is loaded is from single source (plant) and is uniform in prill size, color and free flowing.</p> <p>d) Samples to be drawn as per procedure stipulated in FCO (Fertilizer Control Order), 1985 & amendments thereof from time to time and/or purchase contracts entered into between NFL and the suppliers. All sub lot samples should be thoroughly mixed and riffled to make a composite sample for the analysis. The official composite sample obtained may be divided into 4 equal parts one part each by means of riffling that package of fertilizer obtained from all increments. One of the 4 parts is for analysis by the inspection agency, one to be made available to the seller upon request, one part shall be retained by the inspection agency for a minimum period of 6 months for possible use by a reference chemist and last part is to be forwarded to NFL/agency nominated by NFL through Master of Vessel. The sample handed over to Master of the Vessel should be properly sealed and clearly marked with Agency Name.</p> <p>e) Analysis should be done by the LPIA in their own accredited Laboratory or others accredited labs of the country (where Load Port is situated) by qualified chemists. The sample will be analyzed as per the analytical procedure stipulated in FCO (Fertilizer Control Order), 1985 and Amendments thereof for conforming to the FCO specifications and as well as specifications mentioned in purchase contracts/PO/LOI entered into between NFL and the suppliers. After analysis of samples, inspectors should indicate the specifications of material and whether it is in conformity with contractual specifications. Any deviation should be clearly brought out and to be intimated to NFL at once. Name of the Laboratory where analysis is conducted should be mentioned. IN NO CASE THE SUPPLIER'S LABORATORY SHALL BE USED FOR ANALYSIS OF COMPOSITE SAMPLE. Certificate of confirmation regarding the same shall be submitted by the LPIA.</p> <p>f) REPORT AND CERTIFICATION: Upon analysis of the material for each shipment, certificate of inspection shall be issued by the LPIA to the NFL/buyer. The LPIA shall ensure that the certificates are made available promptly by in any case not later than a period of 7 days from the date of sailing for composite analysis and within 3 days of date of 1st sample withdrawn/pre-load inspection sample withdrawn.</p> <p>g) LPIA has to ensure that cargo loaded at any/all times is as per FCO specifications, uniform in colour and prill size and free from any/all form of foreign particles and lumps. In case of any deviation in quality informed, NFL may advise the LPIA through e-mail to issue Stop work notice to the supplier.</p> <p>h) LPIA is not authorized to share/deliver the report or the certificates to any third party unless or until specifically advised by NFL in writing. Any instance of sharing/ delivering the report to third party without NFL's consent shall be considered as violation of terms of tender and in such case NFL reserves the right to cancel the Work Order, forfeit the PBG and blacklist the LPIA for two years.</p>
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4.	Cargo	Loose Bulk
5.	Specifications	As per Indian FCO (Fertilizer Control Order), 1985 and Amendments thereof from time to time And /Or as provided by NFL.
6.	Pre-Qualification Criteria	The tenderer should meet the pre-qualification criteria as per Annexure-IB and should submit the supporting documents accordingly.
7.	Bid Security And Performance Guarantee	<p>Interested tenderer shall submit Bid money of Rs. 1,00,000/- (Rupees One Lakh only) or for US\$1200 (US Dollar One Thousand Two hundred only) through swift transfer well before the date and time of opening of technical bid.</p> <p>The Bid money shall be converted into a Performance Guarantee amount after the rate contract is entered into with Inspection agency and shall remain with NFL for the contract period plus 06 months. The EMD shall not carry any interest.</p> <p>EMD may also be submitted in INR/SWIFT through NEFT mentioning reference of Tender No: NFL/IMPORT/LPIA/PK/2023-24/01. The Bank Details are as follows:</p> <p>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, Current .A/C NO 10297944831, SWIFT CODE: SBININBB824, MICR CODE: 110002562.</p> <p>a) Offers once made cannot be withdrawn by the party during its validity. If, for any reason whatsoever, any tenderer withdraws his tender or part of tender at any time prior to the expiry of the validity period or after issue of Letter of Intent / Work Order or fails to execute the order; the amount of EMD/Bid Security shall be forfeited.</p> <p>b) EMD/Bid Money of unsuccessful tenderers shall be refunded once pre-qualification cum annual rate contract process is completed.</p> <p>c) The EMD shall be refunded without any interest. 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 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>d) If, for any reason whatsoever, LPIA has committed breach of the term(s) and/or condition(s) contained in the LOI/Work Order and/or failed to comply with the terms and conditions as stipulated in the Work Order or amendment(s) thereto, the Performance Guarantee amount shall be forfeited.</p>
8.	Inspection Charges/Rates As Per Annexure-III	<p>Only through electronic mode for which tenderers shall have to log on to website https://etenders.gov.in/e procure/app. The inspection charges/rates shall be filled in the format available on website at the time of participation in the tender.</p> <p>a) The 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.</p>

		<p>b) The rates are to be quoted in US \$ per Metric Tonne (all exclusive of taxes applicable in India) as per format at Annexure III.</p> <p>c) For participation in e-bidding process, the Inspection agencies should have valid Digital Signature Certificate (DSC). For other details, kindly refer to Annexure-IV.</p>
9.	Term Of Empanelment	The eligible/techno-commercially qualified tenderer shall be pre-qualified at the sole discretion of NFL for a period of 3 (three) years. However, NFL reserves the right to reduce the Pre-Qualification period without assigning any reason thereof or to include / delete LPIA based on their performance, proven capabilities and for any reason thereof.
10.	Payment	<p>Payment of inspection charges will be made by NFL within 30 days after presentation of original requisite documents in hard copy viz.:-</p> <p>a) Invoices in triplicate b) Certificate of Quality c) Certificate of Inspection d) Certificate of Cleanliness of holds e) Certificate of weight f) Single source certificate g) Any other certificate as per clause 3 "Scope of work" h) A consolidated report of different activities at Loadport starting from Vessel arrival till its sailing from load port including photographs</p> <p>The payment shall be made based on discharge port quantity received and only after receipt of "Standard" report from CFQC&TI, Faridabad. India parties carrying out job at overseas port shall issue the invoice in INR at the prevailing FBIL exchange/ reference rate on the date of Bill of Lading.</p>
11.	Estimated quantity	The estimated annual quantity shall be 20 LMT and minimum quantity per consignment shall be 25,000MT for loose bulk cargo and maximum quantity per consignment shall be 1,00,000MT +/- 10% however NFL does not guarantee any minimum quantity for inspection against the ARC with LPIA. NFL reserves the right to reduce the minimum quantity per consignment in case of combined shipment.
12.	Award of Annual rate Contract	Work Order issued on the basis of this tender will be called the annual rate contract and shall be valid for one year which can be extended further to two years (one year at a time) on same rates and terms and conditions with mutual consent of NFL and LPIA.
13.	Issuance of Work Order	NFL shall issue work order for every work allocated to LPIA. The LPIA has to submit the signed copy of WO as a token of acceptance of work allocated.
14.	General Terms & Conditions	<p>a. 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>b. NFL reserves the right to reject any offer or to accept any portion of the application and to appoint more than one LPIA in each country/port without assigning any reason.</p> <p>c. Incomplete applications are liable to be rejected.</p> <p>d. Annual rate contracts shall be done country wise.</p> <p>e. NFL reserves the right to negotiate with L1 tenderer.</p>

		<p>f. NFL does not commit for any assured business and it shall be at NFL's discretion to appoint any LPIA at any/all loadport(s).</p> <p>g. TDS/Withholding tax shall be dealt as per statutory requirement.</p> <p>h. The supporting documents as specified in Pre-Qualification Criteria (Annexure-I) can be uploaded or submitted in physical form in a sealed envelope to be dropped in tender box placed at NFL's office as mentioned in Clause 7 of Part A .</p> <p>i. The Inspection business allocation among LPIAs shall be subject to the condition that they are not assigned same job for the vessel nominated for, by any other party than NFL.</p>
15.	Integrity Pact	<p>a. Signing of Integrity Pact (IP) is mandatory for every Tenderer participating in this tender. A copy of the IP is enclosed (Annex.-VII), which may be deemed to have been signed by NFL. The Tenderer(s) and NFL shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated. Details regarding Integrity Pact can be viewed on our website viz. www.nationalfertilizers.com.</p> <p>b. The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. Any bid not accompanied by duly signed IP by the Tenderer would be rejected.</p> <p>c. The Independent External Monitors (IEMs) for this tender shall be Sh. 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>
16.	Disputes / Arbitration (In English language only)	<p>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 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 &</p>

		<p>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 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>
17.	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/services 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 manpower at loadport shall not be valid ground for non-performance.</p>
18.	Jurisdiction	The CONTRACT shall be deemed to have been entered into at New Delhi and all causes of action in relation to the CONTRACT will thus be deemed to have arisen only within the jurisdiction of the Delhi Courts to the exclusion of all other courts.
19.	Governing Law	The contract shall be construed and governed by Indian Law.
20.	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.
21.	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.</p> <p>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> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a</p>

		<p>country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above</p> <p>IV. The beneficial owner for the purpose of (iii) above will be as under:</p> <p>1. 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.</p> <p>Explanation---</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>b. "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;</p> <p>2. 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 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</p>
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		<p>or in which the Government of India is engaged in development projects.</p> <p>Certificate to be submitted by tenderers:</p> <ol style="list-style-type: none">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".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.
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ANNEXURE - IA

Basic information and Other Details

(To be filled electronically on <https://etenders.gov.in/eprocure/app>)

Sr	Details	To be filled by Tenderer						
		Load Ports in China	Load Ports in Indonesia	Load Ports in Jordan	Load Ports in Morocco	Load Ports in Russia	Load Ports in South Korea	Load Ports in Saudi Arabia
1.	Name of Tenderer (Parent Company) and address (M/s)							
2.	Name (M/s) and address of the company participating in e-bidding for carrying out Inspection i.e. the company who shall be issuing invoice							
3.	Country from where invoicing to be done by bidder							
4.	Countries where tenderer have to execute inspection work (Yes/No)	China	Indonesia	Jordan	Morocco	Russia	South Korea	Saudi Arabia
5.	Contact person Name, email Id, Contact Number							
6.	Type of laboratories for pre/post shipment sample analysis (Own/Other)	China	Indonesia	Jordan	Morocco	Russia	South Korea	Saudi Arabia
7.	Name and address of laboratories	China	Indonesia	Jordan	Morocco	Russia	South Korea	Saudi Arabia
8.	The tenderer should have Tax Residential Certificate (TRCs) issued by Tax Authority of respective country and a certificate on disclosure about the existence of permanent establishment of organization in India, if any, is required to be submitted. This certificate							

	is required in pursuance of the terms of double taxation avoidance agreement.							
9.	Valid Tax Residency Certificate (enclosed Yes/No) Note: Tenderer should submit valid copy of TRCs at the time of submission of e-offer otherwise offer may be considered under open under sec 195 of Income Tax act							
10.	Local address in the load Port country along with email, contact Number							
11.	Indian Pan Card Enclosed (Yes/No) (Enclose self-certified copy)							
12.	In case PAN card is not enclosed then enclose following documents							
	Address in the country or specified territory of which tenderer is resident							
	A certificate of tenderer being a resident in the country or specified territory if law of that country or specified territory provides for issuance of such certificate							
	Tax identification Number of the tenderer in the country or specified territory of his residence on the basis of which the tenderer is identified by the Government of that country or the specified territory of which he claims to be resident.							

Note: After filling above information electronically on website, the signed and stamped copy must be uploaded /submitted physically by the tenderer along with other requisite documents.

ANNEXURE - IB

Pre-Qualification Criteria for appointment of Load Port Inspection Agency for China, Indonesia, Jordan, Morocco, Russia, South Korea and Saudi Arabia

The pre-qualification criterion is as under (To be typed on letter head and uploaded / submitted physically along with other requisite documents) (Available on <https://etenders.gov.in/eprocure/app>)

Sr	Pre-Qualification Criteria - Description	Supporting Documents to be submitted by the Tenderers	Submitted (Yes/No)
1.	The tenderer should have Membership of - Testing, Inspection and Certification (TIC) Council.	Copy of recent active membership of Testing, Inspection and Certification (TIC) Council.	
2.	The tenderer should have offices/ presence in the countries for which tenderer is quoting.	Complete address of offices in the countries for which tenderer is quoting on company's letter head along with company's brochure, if any.	
3.	<p>The tenderer should have fertilizer inspection and quality analysis laboratories at countries mentioned in clause 6 of Part-A for which tenderer is quoting.</p> <p>The fertilizer inspection and quality analysis laboratories shall be equipped with equipment conforming to state of the art technology. In case the Laboratories are not owned by the tenderer, copy of an agreement with the Laboratory owner along with valid Accreditation Certificates, are required to be submitted. All the laboratories must be fully accredited (local standards + ISO 17025) by concerned Accreditation associations/bodies in respective countries.</p>	<p>(i) List & Details of own analysis laboratories for fertilizer inspection and ascertaining quality, their locations and equipment available for each country for which tenderer is quoting, on company's letter head with self-certification.</p> <p>(ii) List & Details of other accredited analysis laboratories for fertilizer inspection and ascertaining quality, their locations and equipment available for each country for which tenderer is quoting, on company's letter head with self-certification.</p> <p>(iii) Details/names of Accreditation associations/bodies and the countries from whom accreditation certificates for own/other laboratories have been obtained along with copies of respective Accreditation Certificates.</p> <p>(iv) Agreement copy with third party, if any, for utilizing their lab facilities (should not be suppliers' lab).</p> <p>(v) List of laboratories and countries in case if own or other accredited laboratory is not present in countries mentioned in clause 6 of Part A of tender document for which tenderer is quoting, on company's letter head with self-certification.</p>	
4.	The tenderer must have Load port inspection experience as per following criteria:	(i) For China, Morocco, Russia, Jordan, Saudi Arabia Documentary evidence in support of survey / inspection of at least	

	<p>a) For China, Morocco, Russia, Jordan, Saudi Arabia- In each country for which tenderer is quoting, the tenderer must have satisfactorily surveyed / inspected at least 1,00,000 MTs of all fertilizers put together i.e., Urea, DAP, NPK, MOP and other Fertilizers (including at least one consignment of 25000 MT DAP) supplied to India during last 1 year from date of NIT.</p> <p>b) For Indonesia, South Korea - In each country for which tenderer is quoting, the tenderer must have satisfactorily surveyed / inspected at least 50,000 MTs of all fertilizers put together i.e., Urea, DAP, NPK, MOP and other Fertilizers supplied to India during last 1 year from date of NIT.</p>	<p>total 1,00,000 MT of Fertilizers supplied to India (including at least one consignment of 25000 MT DAP) for last 1 year in each country for which party is quoting.</p> <p>(ii) For Indonesia, South Korea Documentary evidence in support of survey / inspection of at least total 50,000 MT of Fertilizers supplied to India for last 1 year in each country for which party is quoting.</p> <p>In addition to above, following documents must be submitted:</p> <p>a) An undertaking and summarized information on letter head giving details in excel format for the following columns 1. Date 2. Vessel name 3. Product 4. Port of loading 5. Quantity 6. Client details 7. Evidence (enclose copy)</p> <p>b) Self Certified List of Corporate Clients for whom such work is being carried out on regular basis.</p>	
5.	<p>The tenderer should not have been blacklisted/ banned for participation in any Empanelment/Tender intended by Government of India or by any Government Undertaking or co-operative in India for inspection of fertilizers at loadports. The tenderer shall have to submit an Undertaking to this effect at the time of application for pre-qualification. In case of submission of false declaration (found at any stage), such tenderer shall be disqualified.</p>	<p>Undertaking on company's Letter head as per Annexure-II</p>	

ANNEXURE-II

**(ON COMPANY'S LETTER HEAD)
UNDERTAKING**

To
M/s National Fertilizers Limited
Central Marketing Office,
A-11, Sector-24, Noida-201301
Dist. GautamBudh Nagar (U.P.), India

Subject: Pre-qualification of Third Party Inspection Agencies/ Surveyors at overseas Loadports

Dear Sir,

We, _____(Name of the Organization), hereby confirm and acknowledge that we have not been blacklisted/banned for participation in any Empanelment/Pre-qualification/Tender intended by Government of India or by any Government Undertaking or co-operative in India for carrying out Inspection Agency's jobs at load ports or otherwise.

Thanking You

Yours faithfully

(Name and Signature of the Authorized Person)

ANNEXURE – III

Price Bid Performa

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

PROFORMA FOR QUOTING CHARGES/ RATES FOR INSPECTION AT LOADPORTS
(Signed and stamped Blank copy to be submitted along with empanelment documents)

S. No		DETAILS						
		China	Indonesia	Jordan	Morocco	Russia	South Korea	Saudi Arabia
1	Country of Loading							
2	Rate Per MT in USD							
3	Rate Per MT in Words USD							

Note:

1. **The rate is to be quoted in US Dollars only.** Please check the price twice before final bid submission.
2. The country wise quoted price shall be evaluated after taking impact of withholding tax (based on PAN details and tax residency certificate furnished) and Goods & Services Tax liability on NFL. The rates should be inclusive of any other taxes / charges applicable in respective country.
3. The rates should be exclusive of withholding tax for overseas bidders and Goods & Services Tax for Indian bidders, which shall be paid extra.

(Digital Signature)
(Stamp)

Annexure-IV**SPECIAL INSTRUCTIONS TO TENDERERS****1. Mode of Tendering:**

National Fertilizers Ltd. has decided to do appointment of LPIA against this tender through e-tendering. The NIT is available on website <https://etenders.gov.in/eprocure/app> from where the registered vendors 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.

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 - Anil Motsara (Executive Director-Marketing) Contact No.- +91- 9310905736 Email –anilmotsara@nfl.co.in	Name - Dileep Kumar, (Sr. Manager-Imports) 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 0120-4001 002, 0120-4001 005 & 0120-6277 787.

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. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
4. To participate in e-tendering of NFL, please refer <https://etenders.gov.in/eprocure/app> for System requirement, Browser configuration, procedures etc.
5. It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 at **M/s. National Fertilizers Limited- A-11, Sector-24, Noida-201 301**. The vendors, who want to witness the opening of bids, can attend the same at above address.

Annexure-V**CERTIFICATE No. 1 & 2**

(In compliance of 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)

(To be submitted on the Letter Head)

Date:

Tender Doc No. NFL/IMPORT/LPIA/PK/2023-24/01

To,
Executive Director(Marketing),
Import Section,
National Fertilizers Limited, Corporate Office,
A-11, Sector-24, Noida - 201 301 ,
Dist. Gautam Budh Nagar (Up), India,

1. We, M/s..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s.....is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s..... fulfils all requirements in this regard and is eligible to be considered.
2. The M/s..... 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, and Government of India.

(Name & Signature with seal)

(Proprietor /Partner/Director/Authorized Signatory)

ANNEXURE-VI**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 appointment of LPIA. 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/s (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1: Commitments of the Principal.

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

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

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to 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 Bank Guarantee.

Section 5: Previous Transgression

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

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 bidders, contractors and sub-contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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 bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

- 7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.
- 8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

"The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."

(For & on behalf of the Principal)

(For & on behalf of Tenderer/Contractor)

(Signatures & Office Seal)

(Signatures & Office Seal)

Place_____

Date_____

Witness 1:
(Signatures, Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Signatures, Name & Address)

Witness 2:
(Name & Address)

