

GENERAL TERMS & CONDITIONS (GTC) OF NIT FOR PROCUREMENT OF IMPORTED FERTILIZERS

1.00 Definition: The terms used in the contract shall have the following meanings:

- 1.01** The term “**CONTRACT**” shall mean and include the Notice Inviting Tender (NIT), the Instructions to tenderer, the Tender, Letter of Intent accepting the tender in part or full, Special & General Terms & Conditions, directions and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations, if any, or any other authorized contract documents and those general and special conditions that may be added subsequently.
- 1.02** The term “**SUPPLIER**” shall mean the person(s) firm, or company with whom a CONTRACT has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.
- 1.03** The term “**NFL**” shall mean National Fertilizers Limited having its Registered Office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003, India and shall be deemed to include their successors and / or assignees, and shall include the Administrative and Executive Officers authorized to deal with matters relating to the contract.
- 1.04** The term “**TENDERER**” shall mean the person(s), firm or company, who offers a tender or quotation duly signed in response to this Notice Inviting Tenders (NIT) issued by NFL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.
- 1.05** The term “**PRODUCT**” shall mean the product specified in Clause 2.00 of NIT.
- 1.06** The term “**SPECIFICATION**” shall mean the quality of the product as specified in Clause 3.00 of NIT.
- 1.07** The term “**QUANTITY**” and delivery period shall be as specified in **Clause 4.00 & 12.00** of NIT subject to:
- The quantity mentioned at Clause 4.00 of NIT is indicative and actual shipping schedule will be mutually agreed to by NFL and tenderer. However, NFL reserves the right to order part quantity at its sole discretion
 - The loading schedule and the quantity specified therein are tentative and actual shipping details shall be specified at the time of placement of Purchase Order. The product will be shipped to designated discharge port at NFL’s option. However, NFL reserves the right to change the discharge port prior to shipment.
 - The quantity indicated above is dependent on normal crop season and circumstances. However, in case of any adverse climatic conditions, adverse market condition, economic non-viability, the quantity may be reduced, which will be intimated separately.
 - Delivery of the product shall be effected within a period as mentioned in Clause 12.00 of NIT. Detailed delivery schedule / delivery order will however be given subsequently.
 - Should NFL relinquish ownership of the business, whether by sale, cessation, fusion or any other cause, outstanding quantities remaining to be delivered under this contract, shall ipso facto be taken by or transferred to new Owners or successors. Nevertheless, tenderer reserves the right in this event to cancel such quantities: the cancellation not giving rise to any right to indemnify.
- 1.08** **Date of Shipment:** - The date of shipment shall be the date of Bill of Lading. In case multiple Bills of Lading are issued, the Bill of Lading date, which is the latest, shall be considered as date of shipment.

2.00 Instruction for submission of tender:

- 2.01** All tender documents shall be in English language. All other information shall also be supplied by the tenderer in English language. All quoted prices shall be indicated by tenderer both in figures and words and where there is difference between quoted in figures and quoted in

words, the prices quoted in words shall prevail. Tenders should be duly signed on all pages by the tenderers or by legally authorized representative, in longhand along with the firm's/company's seal. No oral, telephonic or telegraphic tenders or modifications in the tenders shall be considered under any circumstances. All tenderers are requested to submit their tenders strictly as per the instructions as cited hereinafter to:

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

2.02 Tenderers who are not manufacturers must furnish the name of the manufacturer who shall supply the product and the country of origin together with support letter, in original, from the manufacturer along with the technical & un-priced commercial part of the tender.

2.03 Submission of Tenders: Tenders are required to be submitted in two sealed envelopes on or before closing date and time as specified in the NIT as under:

i. Part – I: Technical & Un-priced Commercial Part Of The Tender:

The first envelope super scribing the words "Technical & Un-priced Commercial Tender" and indicating the "Tender No." and "Due Date" shall contain the following particulars:

- a) Earnest Money Deposit.
- b) Manufacturer's Certificate.
- c) Complete specifications of the material offered.
- d) Payment terms.
- e) Validity of Offer.
- f) Indian Agent's Constitution.
- g) Annual rated capacity of the tenderer.
- h) Shipping and related particulars such as name of loading port, Loading rate per day, country of origin etc., shipment schedule, parcel size and shipping terms if different from NFL NIT.
- i) Acceptance of all terms and conditions of the NIT and signed terms & conditions of tender documents in token of acceptance.
- j) The deviations taken, if any, should be clearly specified on a separate sheet clearly marked "Deviation Sheet". Deviation should be spelt out clearly with reference to the clause no. of the NIT against which the deviation is taken. In the absence of a deviation sheet accompanying the bid, it shall be presumed that the bid is in total conformity with the NIT terms.
- k) A copy of the price bid **with prices blanked**

ii. Part – II: Price Bid:

The second envelope should contain only price bid. This envelope should clearly be marked "Price Bid" and "Tender No." and "Due Date".

Both the envelopes as above should be put in a third envelope clearly specifying the "Tender No." and "Due Date".

2.04 Right of acceptance and Rejection of Tenders:

NFL reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or reject any or all tenders without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by NFL from the tenderers.

2.05 Compensation for submission of Tenders:

The tenderers shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation and submission of the tenders.

2.06 Splitting of Tender:

NFL reserves the right to split the tender in whole or in part at its sole discretion without assigning any reason and can place the Purchase Order(s) on more than one supplier.

2.07 Past Performance of the Tenderer:

NFL reserves the right to reject the tender on receipt and/or on evaluation, if the past performance of the tenderer has not been found satisfactory.

3.00 Tender Opening:

3.01 Date & Time:

Tenders shall be opened in two stages. **Part-I of the tender shall be opened** at the time and date specified in the NIT. The opening of **Part-II** of the tender will be communicated separately.

3.02 NFL reserves the right to postpone the opening of tenders and will intimate all tenderers in advance of such postponement along with the fresh date and time of opening of the tenders.

4.00 Earnest Money Deposit (EMD):

4.01 Tenderers shall furnish EMD in accordance with Clause 5.00 of the NIT as per the category to which they belong as under:

- a) Category – I: Reputed producers / manufacturers of the product.
- b) Category – II: Traders / suppliers with proven track record of satisfactory supplies to India for at least two years during the past five years.
- c) Category-III: Tenderers other than mentioned in a) and b) above.

Earnest Money deposit for the quantity offered shall be furnished by means of account payee Demand Draft issued by any bank listed in **Annexure-I** in favour of "NATIONAL FERTILIZERS LIMITED., payable at New Delhi or through a Bid Bond, in original, as per the prescribed proforma at **Annexure-II** valid for three months from the date of closing of tender. Offers without Earnest Money / valid Bid Bond, in original, shall be rejected. EMD will not carry any interest.

4.02 Forfeiture of Earnest Money Deposit:

If, for any reason whatsoever, any tenderer withdraws his tender at any time prior to the expiry of the validity period or after issue of Letter of Intent / Purchase Order or fails to execute the order or to furnish the prescribed Performance Guarantee within stipulated period for faithful performance of the contract, the amount of EMD shall be forfeited.

5.00 Performance Guarantee Bond (PGB):

In the event of offer being accepted, the tenderer shall furnish to NFL within 10 days of issuing Letter of Intent (LOI) / Purchase Order (PO), a Performance Guarantee in the prescribed proforma attached as **Annexure-III** through any Bank listed in **Annexure-I**.

The Performance Guarantee Bond shall be as per category to which the Tenderer belongs as specified in Clause 4.01 above and shall be provided at the rates indicated in Clause 6.00 of NIT. The Performance Guarantee Bond shall be kept valid till 90 days of completion of discharge of the last shipment under the contract in case of suppliers at Category-I & II. In case of Category – III Performance Guarantee Bond for 3% shall be kept valid till 15 days of completion of discharge of the last vessel under the contract and balance 2% PG Bond shall be kept valid till 90 days of completion of discharge of the last shipment under the contract.

The Performance Guarantee Bond shall not be released till supplier has settled all claims.

If, for any reason whatsoever, Supplier has committed breach of the term(s) and/or condition(s) contained in the Purchase Order and/or failed to comply with the terms and conditions as

stipulated in the Purchase Order or amendment(s) thereto, the Performance Guarantee Bond shall be invoked.

6.00 Pricing:

- i) Foreign suppliers shall quote in US\$ both on FOB and C&F basis for the designated discharge port/s.

The price should be inclusive of Agency Commission, if any, indicating the percentage of agency commission.

The price should be quoted for payment by **Letter of Credit (L/C) at sight** against presentation of shipping documents.

In addition, **the Tenderer must quote the interest rate applicable for availing credit up to 180 days.** NFL may opt for availing credit for 30 / 60 / 90/ 180 days from the date of Bill of Lading.

- ii) **Taxes & Duties:**

Taxes & Duties, if any, payable outside India shall be to supplier's account and in India to buyer's account. Indigenous suppliers should indicate all taxes and duties wherever applicable and shall also specify their Sales Tax registration number.

7.00 **Quantity Discount:** If any, to be indicated.

8.00 **Franchise:** If any, to be indicated.

9.00 Payment Terms:

Payment will be effected through Letter of Credit. The Letter of Credit (L/C) shall not be transferable, divisible and assignable. The L/C shall be opened on receipt of Performance Guarantee Bond.

The charges for establishing L/C and bank charges in India shall be borne by NFL. All Bank charges outside India and the L/C confirmation charges will be to the account of supplier.

Payment against L/C shall be made on negotiation of documents through bank in India or after 30/90/180 days from Bill of Lading date, as the case may be, **on presentation of following documents:**

- i) Certified commercial invoice in original along with four copies.
- ii) Negotiable Clean Bill of Lading and 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) Certificate of Quality (Analysis Report) from independent inspection agency in triplicate.
- iv) Certificate of weight and Draft Survey Report from independent surveyor in triplicate.
- v) Copy of **fax/email** from supplier sent to General Manager(Mktg.), National Fertilizers Limited, Corporate Office, A-11, Sector-24, Noida-201 301 Distt. Gautam Budh Nagar(U.P.), India and to NFL's underwriters (whose details shall be furnished along with LOI/ Purchase Order) within 24 hours of sailing of each vessel, stating name of vessel, quantity loaded and date of sailing of ship and ETA at designated discharge port.
- vi) Certificate of origin issued by Local Chamber of Commerce / Industry, in triplicate.
- vii) Certificate from the supplier that the material supplied under the contract are 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.
- viii) Supplier's certificate to the effect that two negotiable sets of documents with two nonnegotiable sets have been couriered and faxed immediately on sailing of each vessel directly to NFL or to the addressee specified by NFL.

- ix) Certificate from the Master of vessel for having received one copy of Bill of Lading (B/L) and sample in sealed jar from inspection agency appointed by NFL.
- x) STOWAGE PLAN – Three copies.
- xi) Certificate of sampling – Three copies.

10.00 Insurance:

Insurance for the product shipped shall be arranged by NFL through their underwriters whose detail shall be furnished while issuing the LOI/Purchase Order. The supplier shall intimate NFL's underwriters/ General Manager(Mktg.), NFL immediately on shipping the product informing the name of the ship, quantity value of material, port of loading etc.

11.00 Inspection & Testing:

11.01 The supplier shall ensure that the goods shipped conform to the agreed quality and specifications and shall not ship goods which do not conform to the agreed quality and specification.

11.02 NFL reserves the right, at its option and cost, to have material inspected before shipment in regard to quality and specifications. The supplier / shipper shall tender the material for inspection to the agency to be nominated by NFL and shipment shall be effected only after the material is inspected. The supplier / shipper will provide free of cost facilities to the inspection agency at the load port for taking samples.

11.03 Irrespective of whether NFL appoints inspection agency or not, it will be obligatory on the part of the supplier to obtain Certificate of Inspection from internationally reputed Inspection Agency 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.

11.04 For the purpose of determining quality, the Inspection Agency may at their discretion draw samples of the material at the producing factory as specified in the contract but shall draw samples in all cases in the customary manner during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. Analysis report should specify the nutrients and other requirements of the contractual specifications. 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.

11.05 Analysis / Sampling & Weighment:

Analysis / Sampling & Weighment shall be in accordance with Clauses 13.00 & 14.00 of NIT.

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

12.01 The bill of Lading issued for the product will stipulate the name of the port in India. In case of deviation at NFL's request it is understood that all taxes, conditions, acceptance of the B/L and afreightment contract are automatically extended to the second port without issuing a new B/L. The B/L will also incorporate clause Paramount, Jaison Clause, both to blame, collision clause and general average.

12.02 The Invoice quantity shall be based on weighment as per Clause No.14.00 of NIT.

13.00 Shipping conditions in respect of C&F / CIF contracts:

The supplier shall abide by the following terms for C&F shipments:

13.01 Supplier shall arrange for chartering of suitable geared single deck vessel(s) to load the agreed quantity.

13.02 Vessels to have Test Certificate covering vessel's gear in accordance with International Dock Safety Convention, valid for the duration of the Charter.

13.03 Vessels shall be chartered on the basis of one / two safe berth, one / two safe port on West Coast / East Coast of India as required.

13.04 Extra Port & Port Charges:

In case NFL could not receive the vessel at the nominated port, a second port 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.

13.05 NFL shall declare the discharge port at the time of accepting the vessel offered by tenderer.

13.06 Co-shipment not permitted. However, if need arises prior approval of NFL should be obtained in writing.

13.07 GIC Approval & Extra Insurance Premium:

13.07.01 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.
 - c) Month & Year of built.
 - d) G.R.T. / N.R.T.
 - e) Voyage Number.
 - f) E.T.D.
 - g) Whether ISM regulations have been complied with & validity period.
 - h) Name of Hull underwriters. If vessel is not insured, reasons thereof.
- iii) Name and capacity of the Shipping Line (Vessel Owner) who will be issuing the Bill of Lading to the Shipper e.g. Owners / Managers / Charterers / Slot Charterers / etc. along with complete address with Telephone & Fax numbers.
- iv) Name of the P&I Club of the vessel operator named above.
- v)
 - a) Name & full address of the registered owners.
 - b) Name & full address of the managers, if any.
 - c) Name & full address of the disponent owners, if any.
 - d) Name & full address of the bareboat charterers, if any.
 - e) Name & full address of the time charterers, if any.
 - f) Name & full address of the voyage charterers, if any.
- vi)
 - a) Loading Port.
 - b) Discharge Port.
- vii)
 - 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.
- viii) Nature of Cargo.
- ix) Name of the supplier of cargo
- x) Name of the cargo underwriters

13.07.02 The vessel upto 25 years are only acceptable to NFL underwriters. However, necessary clearance from port authorities on account of Age/Class/Flag to be obtained by suppliers/vessel owners.

13.07.03 Supplier shall ensure that the vessel employed is not more than 20 years old. Such Vessels are not allowed entry in port by Kandla, Vishakapatnam, Mundra, Kakinada Deep Waters, and Gangavaram Ports unless she has been cleared by Kandla, Vishakapatnam, Mundra, Kakinada Deep Waters and Gangavaram 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 take to obtain such clearance shall be to ship owner's/ supplier's account and the same shall be excluded while calculating the lay time.

- 13.08** 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 commercially 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 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 from the supplier.

13.09 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 telegram 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 telegram & fax advising the latest estimated date of arrival while passing from Aden / Cape of Good Hope / Suez Canal.

Further, supplier shall either give or arrange with the Master of the vessel to give 96 hours, 72 hours, 48 hours and 24 hours' notice to NFL or their nominee indicating the ETA of the vessel at the port of unloading. Thereafter, for any change in the ETA of the vessel by more than a period of 24 hours, the supplier shall either advise or arrange with the Master of the vessel so that NFL is advised about the revised ETA of the vessel.

13.10 Discharge Rate and excepted period:

The cargo shall be discharged from the vessel at an average rate as stipulated in Clause 12.00 of NIT basis **four** or more available and workable hatches / holds and prorata if less, per weather working day of 24 consecutive hours, Sundays and Holidays excepted, even if used (WWDSHEXEIU).

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.

13.11 Notice of Readiness & Commencement of Laytime:

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, reported and in free pratique, whether in berth or not, but not between the hours of 5 p.m. and 8.00 a.m. on a week day or during any of the periods excepted (for discharge port) even if used.

- 13.12** The non-weather / half weather working days as declared by Local Chamber of Commerce 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

- 13.13 Surf days not to count as weather working days **even if** used.
- 13.14 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 laytime admissible will be calculated at half the specified normal rate for discharging.
- 13.15 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 laytime.
- 13.16 Cost of opening and closing of hatches shall be to ship owner's / supplier's account and time used not to count as laytime.
- 13.17 Supplier / Ship owners to undertake that vessel's arrival draft at the discharging port in India not to exceed the norms as per Clause 12.00 of NIT of designated discharge port. Any lighterage cost over agreed draft on arrival shall be on ship owner's supplier's risk and cost and time used not to count as laytime.
- 13.18 Lighterage, if any, at the disport to NFL's risk and expenses subject to Clause 13.17.
- 13.19 Rigging gangs employed at discharging port to be for owner's / supplier's account.
- 13.20 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.
- 13.21 **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 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.
- 13.22 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.
- 13.23 Overtime to the account of party ordering the same. Officers' / Crews' overtime to be always for supplier's / ship owner's account.
- 13.24 Supplier's / charterer's shall appoint NFL's agent at discharge port and the fees shall be payable by the ship owners at usual tariff.
- 13.25 Four (4) copies of Charter Party to cover each shipment shall be air mailed to NFL by tenderer within 30 days of sailing of vessel. However, Fixture note to be immediately faxed on nomination / confirmation of the vessel.
- 13.26 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, telegraph, wireless to NFL / their nominees confirming that the vessel is in all respects ready to discharge the product.
- 13.27 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.
- 13.28 If Port authorities prohibit discharge during night time, time so lost shall not count as used laytime. Time consumed by the vessel in moving from the discharge port / anchorage to anchorage / discharging berth will not count as lay time.

13.29 Safe Berth & Shifting:

The vessel having a draft as indicated in tender shall discharge at any safe berth. NFL has the right to shift the vessel from one berth to another berth / anchorage i.e. one/two shifting shall be permitted and shifting charges up to two shifting shall be to supplier's / owner's account.

13.30 Port Dues:

At discharging port, dues on vessel including cargo related charges will be for the supplier's/ owner's account but duties on product including import duties taxes and customs duties will be to NFL's account

13.31 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.

14.0 Shipping Conditions in respect of FOB Contracts:

14.01 Within 15 days of the conclusion of the contract, the supplier will give to NFL a firm shipment schedule indicating quantities, which shall be as per NFL's requirement. Supplier shall make available the agreed quantity to enable NFL to charter suitable vessel.

14.02 NFL/their charterer will arrange and coordinate shipment and will charter or arrange to charter a ship according to the schedule given by the supplier's or within 15 days after that date.

14.03 NFL to ask for supplier's / shipper's stem approval before fixing vessel giving the vessel details. After obtaining stem approval from supplier / shipper entire responsibility & liability arising out of delay in berthing, loading, availability of cargo shall be to supplier's account.

If cargo is not available after ship has arrived in the port of loading according to schedule, the tenderer shall be responsible for the costs and demurrage of the vessel, and dead freight, if any due to incomplete loading because of the un-readiness of either part or whole of the goods when the vessel has been in port at due time, and the notice of readiness has been served and accepted.

14.04 Vessels to be fully fitted with winches and derricks in good working order, capable of being worked simultaneously and to their full capacity. The vessel shall give free use of winches and steam or power for same if required, but not exceeding their ordinary capacity and all available gear for loading and discharging, also light for night work on board, winchman from crew to be used if permitted, otherwise shore winchman will be for supplier's account.

14.05 Vessels nominated by NFL to be dry and clean.

14.06 The supplier agrees to load from one / two safe berth(s) always accessible from the port. In case, two berths are used for loading, shifting expenses including bunker / fuel consumed, tug hire and crew's overtime will be to vessel's account and time for shifting not to count as laytime. Cost involved for more than one shifting is to be on supplier's account.

14.07 If cargo has to be loaded into deep tanks or places not easily accessible for stability of the vessel, any extra costs for loading shall be borne by the owners.

14.08 At load port time to commence at 1.00 p.m. if notice of readiness to load is tendered during office hours before noon and 8.00 a.m. next working day if notice of readiness is tendered during office hours after noon whether in the port or in the roadstead, whether in berth or not, whether free pratique granted or not or notice of readiness accepted or not. Fridays / Sundays (as the case may be) and Holidays excluded unless used and if used actual time used to count as laytime. If loading starts before commencement of laytime, only half of such time used to count as laytime.

- 14.09** The supplier / shipper will load, stow and trim the vessel at the port of loading at the minimum rate indicated in Clause 15.00 of GTC per weather working day of 24 consecutive hours, Thursday / Saturday afternoon (as the case may be), Friday / Sunday and Holiday exempted, at their own cost. Time shall not count between noon Thursday / Saturday and 8.00 a.m. on Saturday / Monday nor between 5.00 p.m. (Noon Thursday /Saturday) on the last working day preceding a legal holiday and 8.00 a.m. on the first working day thereafter unless used and if used actual time used to count unless the vessel is already on demurrage.
- 14.10** Port charges, quay dues and similar dues on ship to owner's account. Supplier to pay all dues, taxes and duties on the cargo in the country of origin.
- 14.11** NFL to be responsible towards supplier for dispatch money on all working time saved at loading port.
- 14.12** First opening and last closing of hatches, to be for owner's account and time used not to count.
- 14.13** The cargo shall be loaded by supplier / shipper free of expenses and risk to the vessel but under the supervision of Master.
- 14.14** Overtime for account of the party ordering it. Officers' / crew's overtime to owner's account. Overtime if ordered by port and custom authorities same to be shared equally between owners and supplier at loading port.
- 14.15** Ship Owner's to give supplier's / shipper's seven running days approximate notice of vessel's expected readiness to load, stating approximate quantity required in metric tons or cause such notice to be served on shipper's port representative. Five running days definite notice of vessel load readiness at loading port will be given to supplier's / shipper's or their representative, time of arrival to be confirmed through fax by the Master not later than 48 hours in advance.
- 14.16** **The Terms FOB Vessel Port of Export means:**
- a) Loaded, stowed and trimmed on board overseas vessels at named port of export free of expense to NFL.
 - b) That it shall be the responsibility of the supplier to do the following:
 - i) Provide for and pay and bear all charges incurred in placing goods actually on board the vessel designated and provided by or for NFL on the date of within the period fixed. The cost of any extra cargo battens, dunnage, required and rigging of the same will be to vessels account.
 - ii) Provide clean 'ON BOARD', Ocean bill of Lading.
 - iii) Be responsible for any loss or damage or both until goods have been placed actually on board the vessel on the date or within the period fixed and clean 'ON BOARD' Bill of Lading or clean Mate's receipt is delivered to the shipper by the Master and
 - iv) Render NFL or their authorized agents assistance in obtaining the documents issued in the country of origin or of shipment or of both, which may be required for purpose of exportation or of importation at destination.
- 14.17** Demurrage at load port will be to supplier's account and it will be paid by the supplier to NFL at the rate stipulated in the Charter Party.
- 14.18** Demurrage / Dispatch rates will be as per relevant Charter Party payable in US Dollars / Indian Rupees whichever applicable.

15.0 Loading Speed:

Bidders to specify load rate.

16.0 Shipping / Documentation:

Immediately on sailing of a vessel, the supplier shall advise NFL by email / courier service and also by fax, the name of the vessel, date of sailing, quantity shipped and invoice value.

Simultaneously, supplier shall dispatch directly to NFL, two negotiable sets with two non-negotiable sets of following documents through courier:

- i) Two of the three negotiable copies of the Clean Bill of Lading showing National Fertilizers Limited., Noida-201301, India as consignee and marked "Freight Prepaid" or "Freight Payable" as per C/P and two copies of nonnegotiable B/L.
- ii) Certified commercial invoice in duplicate.
- iii) Certificate of origin in duplicate.
- iv) Draft Survey Report in duplicate.
- v) Analytical report in duplicate.
- vi) Certificate from supplier to the effect that the material supplied under the contract is correct as to the quality, quantity, rate and total value.
- vii) Fax copy of intimation to our underwriters for insuring the cargo.
- viii) Stowage Plan in duplicate.

17.00 Indian Agent:

17.01 The Tenderer shall disclose the name & address of their agent / representative along with the following information:

- i) Indian Agent's registration numbers and their permanent income tax account number.
- ii) Amount and nature of commission / remuneration.
- iii) A copy of terms & conditions of the appointment of the **Indian Agents including the commission being paid to them.**

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.

17.02 NFL while remitting payment to supplier shall deduct the Indian Agent's commission from the value of the invoice and pay to the Indian Agent in equivalent Indian Rupees.

17.03 In cases where there is no agent but the supplier has any Indian Branch or subsidiary or financially inter-linked concern the same shall be intimated to NFL. This will also include such Indian agent, who is paid general retainer fee and may not have any reference to this particular contract i.e. supplier shall intimate to NFL if they have got any agent / representative by whatsoever name he may be called in India and is receiving in India and / or outside India, any payment or facility in any form in return for any service rendered by him to the supplier.

17.04 Should NFL suffer any loss / losses or penalization by the appropriate authority in India because of the failure or action of the seller in not disclosing the names and other details in respect of their agents in India, NFL shall hold the supplier responsible for such penalties and shall be entitled to claim from them damages for breach of the above provision of the contract and also to resort to such other action which they may consider appropriate.

18.00 Quality Claims:

NFL shall lodge claims, if any, for quality within 90 days of discharge of cargo at the destination ports based on the analysis result obtained at load port / disport and the supporting documents shall be sent by NFL to the supplier by air mail within 30 days of lodging the claims. If the

supplier does not accept the same, the sample drawn at load port / disport for umpire analysis shall be got analyzed from umpire laboratory and the cost of such umpire's analysis shall be borne by the losing party. The result of such umpire analysis shall be final and binding on both the parties.

19.00 Mutually Agreed Damages:

In the event of failure to deliver the material within the time stipulated in the contract it is agreed that NFL shall have the right to exercise any or all of the following options as the case may be:

- i) To cancel the contract either entirely or to the extent of non-supplied portion thereof and purchase the material at the risk and cost of the supplier. NFL shall be entitled to recover such additional cost by invoking the PG Bond.
- ii) To purchase from other source without notice to the supplier at the risk and cost of the supplier, the material not delivered or material of similar description for which NFL shall have unfettered right to decide such option without cancelling the contract in respect of the consignment(s) not yet due for delivery. NFL shall be entitled to recover such additional cost by invoking the PG bond.
- iii) To recover as mutually agreed damages for the delay in delivering the material for the period of such delay beyond the contractual delivery period until actual delivery or until NFL secures the material from other sources, a sum equivalent to 1% per week for each week or part of week's delay, subject to maximum of 5%. In case of single shipment contract, the mutually agreed damages shall be applicable on the contract value and in case of multiple shipment contract, the mutually agreed damages shall be applicable on the undelivered quantity.

20.00 Force Majeure:

- i) If at any time during the continuance of this contract either party is unable to perform the whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restriction, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosion, epidemics, strikes, embargoes, then the date of delivery of the product shall be extended for the period force majeure condition was operative.
- ii) Any waiver / extension of time in respect of the delivery of any installment or part of the goods occasioned due to the reasons in Para (i) above shall not be deemed to be waiver/extension of time in respect of remaining deliveries.
- iii) If operation of the force majeure circumstances exceeds three months, each party shall have the right to refuse further performance of the contract, in which case neither party shall have the right to claim eventual damages from each other..
- iv) The party, which is unable to fulfill its obligation under the contract, must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the force majeure conditions which prevents it from performing the contract. Such occurrence should be accompanied with Certificate issued by the Chamber Of Commerce in the Country of Origin of Supplier in this respect. The Supplier shall also promptly inform the ending of such event enclosing therewith Certificate from Chamber Of Commerce. If NFL is prevented from performing the contract, NFL shall inform the supplier within 15 days of occurrence of such force majeure conditions accompanied by Certificate issued by Chairman & Managing Director of NFL.
- v) Non-availability of material shall not be valid ground for non-performance.

21.00 Disputes / Arbitration:

All disputes or differences, whatsoever, arising between the parties out of or relating to the construction meaning and operation or effect of this contract or the breach thereof shall be

settled by arbitration of the Indian Council of Arbitration in accordance with Arbitration & Conciliation Act 1996. The award of the Arbitrator shall be binding on the parties. The Arbitrators shall give a reasoned award. Cost of arbitration shall be borne equally by the parties. Venue of the Arbitration shall be in New Delhi, India.

22.00 Jurisdiction:

The CONTRACT shall be deemed to have been entered into at New Delhi and all causes of action in relation to the CONTRACT will thus be deemed to have arisen only within the jurisdiction of the Delhi Courts to the exclusion of all other courts.

23.00 Governing Law:

The contract shall be constructed and governed by Indian Law.

24.00 Tenderers are requested to adhere to the terms & conditions of this NIT. Any variations from the stipulated terms & conditions will be suitably considered for the evaluation of tenders as elaborated at **Annexure-IV**



Annexure-I

List of Banks for Bank Guarantees

A) State Bank of India & its Associate Banks:	
Bank Name	Bank Name
1. State Bank of India.	2. State Bank of Mysore.
3. State Bank of Bikaner & Jaipur.	4. State Bank of Patiala
5. State Bank of Hyderabad.	6. State Bank of Saurashtra.
7. State Bank of Indore.	8. State Bank of Travancore
B) Nationalized Banks	
1. Allahabad Bank	2. Indian Overseas Bank
3. Andhra Bank	4. Oriental Bank of Commerce.
5. Bank of Baroda	6. Punjab & Sind Bank
7. Bank of India	8. Punjab National Bank
9. Bank of Maharashtra	10. Syndicate Bank
11. Canara Bank	12. UCO Bank
13. Central Bank of India	14. Union Bank of India
15. Corporation Bank	16. United Bank of India
17. Dena Bank	18. Vijaya Bank
19. Indian Bank.	
C) Other Banks:	
1. The Karur Vyasa Bank Ltd	2. The Federal Bank Ltd
3. Catholic Syrian Bank Limited	4. The Jammu & Kashmir Bank Ltd
5. Kotak Mahindra Bank	6. The Karnataka Bank Ltd
7. South Indian Bank Limited	8. City Union Bank Ltd.
9. Tamilnadu Mercantile Bank Ltd	
D) Foreign Banks	
1. ABN AMRO Bank N.V	2. Standard Chartered Bank
3. Mashreq Bank	4. Calyon Bank
5. Bank of America National Trust & Saving Association	6. Citi Bank N.A.
7. Bank of Tokyo Limited	8. Deutsche Bank A.G.
9. Barclays Bank Plc	10. Development Bank of Singapore(DBS)
11. BNP Paribas	12. Hongkong & Shanghai Banking Corporation
13. ING Vysya Bank Limited	14. JP Morgan Chase Bank
E) Private Sector Banks	
1. Axis Bank Limited	2. HDFC Bank Limited
3. ICICI Bank Limited	4. IDBI Bank Limited
5. ING Vysya Bank Ltd	6. YES Bank Ltd



Annexure-II

**BID BOND PROFORMA (EMD in BG form)
(To Be Submitted On Rs 200/- NON- Judicial Stamp Paper)**

Bank Guarantee No:-----

Dated:-----

M/s National Fertilizers Limited.

Dear Sirs,

This Guarantee is made and issued on this day _____ by _____, a Banking Company incorporated under Banking Regulation Act. Having its registered office at _____ (herein after called BANK which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) in favor of National Fertilizers Limited, a Company incorporated under the Companies Act and having its registered office at Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi (hereinafter called "NFL" which expression shall unless repugnant to the context or contrary to the meaning thereof, include its successor and assignees).

WHEREAS, NFL issued a Notice Inviting Tender(NIT) NO.----- dated ----- inviting offers for supply of----- (hereinafter referred to as the Material) and, in response thereto, M/s.----- a Company incorporated ----- having its registered office at ----- (hereinafter called 'BIDDER') offered to supply Material.

AND WHEREAS the NIT provides inter-alia, that a BID BOND for an amount of Rs. _____ (Rupees _____ only) or equivalent US dollars per MT shall be submitted to the Owner in India by the Bidders along with their respective bids, and that if such bidder withdraws his bid at any time before the execution of the contract between NFL and the successful Bidder on or before _____ or changes the terms and conditions of the bid without NFL's consent, or if a Bidder on becoming the successful bidder, fails to or refuses to execute a contract and/or to furnish a performance bond to NFL after the issue of a Letter of Intent to him, then the security delivered on this bid bond shall thereupon be due and owing to NFL as liquidated damages.

1. In consideration of BIDDER's bid submitted to NFL for supplying Material, we----- bank hereby agree to pay the NFL an amount not exceeding Rs. _____ (Rupees _____ only) or equivalent US dollars per MT on demand if the BIDDER.

- (i) Withdraws his proposal at any time before the execution of contract, in accordance with the Bid invitation/NIT between NFL and the successful Bidder on or before----- or
- (ii) Changes the terms and conditions of the bid submitted by him without NFL's consent, or
- (iii) On NFL deciding the BIDDER as successful bidder and thereupon issuing Letter of Intent to the BIDDER by NFL, the BIDDER (as the successful bidder) fails or refuses to execute a contract and/ or furnish a Bank Guarantee as security deposit and performance guarantee for the faithful performance of the contract, in accordance with the terms and conditions of NIT.

2. The BANK declare that it is holding the amount of Rs. _____ (Rupees _____ only) or equivalent US dollars per MT at NFL's disposal and hereby promises and shall be bound to pay to NFL, forthwith and without demur, on a mere demand made in writing by NFL, stating that the BIDDER has failed to fulfill one of conditions mentioned in (a) or (b) or (c) , of clause -1 herein above.

3. This guarantee shall be valid in respect of the claim lodged by NFL with BANK on or before _____ or any further extended date of the Bank Guarantee.

4. We _____ (bank) undertake to pay NFL the money so demanded forthwith, notwithstanding any disputer(s) raised by in any suit or proceedings pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that NFL shall have no claim whatsoever against us for making such payment.

5. The claim, if any, under this Guarantee shall be lodged at (bank branch and address) _____.

6. The BANK hereby agrees that the Courts in New Delhi shall have exclusive jurisdiction in any matter of dispute between NFL and the BANK and that all the future correspondence in regard to this bank guarantee shall be addressed to Chief Manager Finance, Central Marketing Office, National Fertilizers Ltd , Scope complex core –III , 7- Institutional Area , Lodhi Road , New Delhi.

7. This Guarantee shall be in addition to and shall not in any way be prejudiced and affected by any other security now or hereafter held by NFL for all or any part of the moneys herein mentioned.

8. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____ -

Yours faithfully,
 For and on behalf of _____ (bank)
 Signature of Authorized Official of Bank
 Name of the official :
 Designation of the official :
 Name of the bank :
 Branch :
 Address of branch :
 Telephone /Mobile No. :
 Fax No. :
 Email Id :

Annexure-III

**FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND
PERFORMANCE GUARANTEE**

In consideration of M/s. National Fertilizers Limited, [hereinafter referred to as 'NFL', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ having its registered/principal office at _____ [hereinafter referred to as '**Supplier / Contractor**' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with NFL a sum of Rs. _____ towards security / performance guarantee in lieu of the said **Supplier / Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. _____ as required under the terms and conditions of contract / work order / purchase order no. _____ dated _____ [hereinafter referred as the '**Order**'] placed by NFL on the said supplier / contractor, we, _____ [hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay NFL an amount not exceeding Rs. _____ on demand made by NFL on us due to a breach committed by the said Supplier / **Contractor** of the terms and conditions of the **Order**.

1. We _____ **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from NFL stating that the **Supplier / Contractor** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by NFL shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** regarding the validity of such breach and we agree to pay the amount so demanded by NFL forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
2. We, _____ **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till the dues of NFL under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till NFL certifies that the terms and conditions of the **Order** have been fully and properly carried out by the **Supplier / Contractor** and accordingly discharge the guarantee.
3. We _____ **the Bank**, undertake to pay to NFL any money so demanded notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said **Supplier / Contractor** shall have no claim against us for making such payment.
4. We _____ **the Bank** further agree that NFL shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the **Order** or to extend time of performance by the said **Supplier / Contractor** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the NFL against the said **Supplier / Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Supplier / Contractor** or for any forbearance, act or omission on the part of NFL



- or any indulgence by **NFL** to the **Supplier / Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. In order to give full effect to this guarantee, NFL will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.
 6. Our liability under this bank guarantee is restricted to Rs. _____ [Rupees _____] and shall remain in force up to _____ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.
 7. The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch) _____.
 8. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said **Supplier / Contractor** or the provision of the contract between **Supplier / Contractor** and **NFL**.
 9. The BANK hereby agrees that the Courts in New Delhi shall have exclusive jurisdiction in any matter of dispute between NFL and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to General Manager, National Fertilizers Limited, Corporate Office, A-11, Sector-24, Noida-201301(UP) INDIA.
 10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.
 11. We, _____ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NFL in writing.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,
For and on behalf of _____ (bank)

Signature of Authorized Official of bank
 Name of the Official:
 Designation of the Official:
 Name of Bank:
 Branch:
 Address of Branch:
 Telephone / Mobile No :
 Fax No:
 Email Id:



Annexure-IV

Sub: Evaluation of Tender

The evaluation of the tenders shall be on the basis of lowest landed cost based on the **quoted C&F price** of the parties' ex-designated disport with comparable credit period and techno-commercial consideration/preference.

The following procedures of loading / unloading of the price shall be applicable.

1. Effect Of Free Credit Period:

The prices offered on C&F basis shall be worked out on site basis for all the parties. If some of the parties have offered rates with interest free credit period, the same shall be worked out at sight basis as follows:

$$P = \frac{A}{1 + \frac{NR}{100}}$$

- P = Principal Amount (US\$)
- A = Amount Quoted (US\$)
- N = No. Of Years
- R = Percent Rate Of Interest

If the price quoted is with 30 days credit, to convert the same to sight terms 'N' will be 1/12. The rate of interest can be considered from the offer itself if indicated by the party. Alternatively, the rate of interest shall be assumed as LIBOR + 0.5% service charges.

2. Effect of Discount:

If the party has offered quantity discount or any discount for that matter, the same shall be reduced from the price worked out on site per MT.

3. Effect of Discharge Rate Variation:

NIT provides discharge rate in MT for individual ports. The parties are supposed to quote based on the NIT discharge rates only. In case the discharge rate quoted by the parties is higher or lower than the rates provided in the NIT, the price shall be suitably increased or decreased as per the following sample calculations:

- a) Discharge Rate As Per NIT = 2,000 MTPD
- b) Shipment Size = 30,000 MT
- c) Discharge Rate Quoted By The Party = 2,500 MTPD
- d) The discharge rate quoted may have any suffix such as SHEXEIU / SHEXUU

The following assumptions are made:

- 1) Vessels carrying around 18,000 MT of cargo dem/des rate US\$ 4,000 / 2,000
 - 2) Around: 30,000 MT US\$ 6,000 / 3,000
 - 3) Around: 50,000 MT US\$ 8,000 / 4,000
- SHEXEIU

Annexure-V

(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 bidder and NFL.)

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

AND

_____ hereinafter referred to as "The Bidder/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 Bidder(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 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 Bidder(s)/Contractor(s)

1. The Bidder(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 Bidder(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 Bidder(s)/Contractor(s) will not enter with other Bidders 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 Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(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 Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(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 Bidder(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 Bidder(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 Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance 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 Bidders/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 Bidder(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.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

<><><><><>