NATIONAL FERTILIZERS LIMITED
(A Government of India Undertaking)
[CIN L74899DL1974GOI007417]
Regd Office: - Scope Complex, Core-III, 7, Institutional Area, Lodhi Road New Delhi-03
Corporate Office: A-11, Sector-24, Noida-201 301, Dist. Gautam Budh Nagar (UP) (India), Phone: 00-91-120-2412294, 2412445, Fax: 00-91-120-4246764(T/F), 2412397,2411057,
e-mail: imports@nfl.co.in

TENDER FOR IMPORT OF 15 LMT

PRILLED/GRANULAR UREA (BULK) 46% NITROGEN (FERTILIZER GRADE) ON GOVT. ACCOUNT

27th November, 2026

E-Tender ID: 2026_NFL_299270_1

TENDER NO.	NFL/UREA/2026-27/02	DATED	27.11.2026

NATIONAL FERTILIZERS LIMITED
(A Government of India Undertaking) [CIN L74899DL1974GOI007417]

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NOTICE INVITING TENDER (NIT)

SUBJECT: IMPORT OF PRILLED/GRANULAR UREA (BULK) 46% NITROGEN (FERTILISER GRADE)

NATIONAL FERTILIZERS LIMITED (NFL), on behalf of Department of Fertilizer (DOF), Ministry of Chemicals and Fertilizers, Government of India proposes to purchase prilled/ granular Urea (Bulk) 46% Nitrogen minimum (fertilizer grade) on FOBT/CFR FO basis for earliest arrivals into India. 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.
Interested suppliers may please note the terms and conditions of supply, as detailed hereunder.

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

I.	TENDER ISSUANCE DATE & TIME	27.11.2026 AT 1200 HRS. IST
II.	TENDER CLOSING DATE & TIME	08.12.2026 AT 1100 HRS. IST
III.	TECHNO COMMERCIAL BID OPENING DATE & TIME	08.12.2026 AT 1100 HRS. IST
IV.	PRICE BID OPENING DATE & TIME	To be intimated to technically qualified bidders through e-procurement system
V.	SHIPMENT FROM LOAD PORTS	Latest by 31.01.2027
VI.	OFFER VALIDITY	TILL 17.30 HRS IST OF 18.12.2026
VII.	BID BOND VALIDITY	UPTO 08.03.2027
VIII.	**Address** For Correspondence And For Collection And Submission Of Documents	**Executive Director (Mktg.)** 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: 00-91-120-, 2412397,2411057, e-mail: imports@nfl.co.in
IX.	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.
X.	Tender Submission	Only through electronic mode for which bidders may log on to website **https://etenders.gov.in/eprocure/app**. For further details, refer to Annexure-XI & clause 10.04.
XI.	Technical Bid format	To be filed electronically on website as per Performa placed at **Annexure-A**
XII.	Price Bid format	To be filed electronically on website as per Performa placed at **Annexure-B**
XIII.	Draft Contract Performa	Placed at **Annexure-C**
XIV.	Specifications	Specifications For Prilled/ Granular Urea (Bulk) Fertilizer Grade- **Annexure-I**

XV.	Scales of Penalties	Placed at **Annexure-II**
XVI.	FOBT Shipment terms	General Shipment Terms In Respect Of FOBT Contracts- Annexure-III(A)
XVII.	CFRFO Shipment terms	General Shipment Terms In Respect Of CFR FO Contracts- Annexure-III(B)
XVIII.	Bid Bond Performa	Placed At **Annexure-IV**
XIX.	Performa PBG	Performance Guarantee Bond Performa Placed At **Annexure-V**
XX.	Accreditation of Suppliers	Documents Required for Accreditation of Supplier- **Annexure-VI**
XXI.	Letter of Authority	Placed At **Annexure-VII**
XXII.	LC Performa	Placed At **Annexure-VIII**
XXIII.	Indian Ports discharge	Discharge Rate For Different Indian Ports Placed At **Annexure-IX**
XXIV.	Integrity Pact	Placed At **Annexure-X**
XXV.	Special Instructions	Special Instructions To Tenderers – **Annexure-XI**
XXVI.	**TENDERED QUANTITY OF UREA (+/-5%)**	**7.00 LMT at ECI** **8.00 LMT at WCI** The above quantities are subject to revision based on the final outcome of the tender.
XXVII.	**QUANTITIES OF UREA OFFERED**	Quantities of Urea offered discharge port wise – **Annexure XII**
XXVIII.	CERTIFICATE No. 1 & 2	In compliance of Order (Public Procurement No.4)/OM dated 23.02.2023 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India - **Annexure XIII**
XXIX.	DISCIPLINARY MEASURES	Procedure for action against an Agency in case of corrupt / fraudulent/ collusive / coercive practices and persistent poor performance / un-satisfactory performance- **Annexure XIV**
XXX.	**Kindly note that for one parcel, Bids for only one coast are permitted.**	
XXXI.	**Kindly note that any manufacturer, who is directly participating in this tender, shall not provide its support letter to any Category-III bidder in this tender and if any support letter is provided by such manufacturer then the same shall not be considered for evaluation of such Category-III bidder.**	
XXXII.	The prospective bidders 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

1.00	NFL, on behalf of Department of Fertilizer (DOF), Ministry of Chemicals and Fertilizers, Government of India, invites offers for the supply of Prilled Urea/Granular Urea (fertilizer grade), 46% nitrogen minimum **in bulk.** Offers may be made on both FOBT and CFR FO basis in

	US Dollars per metric tonne of Urea or on FOBT basis alone (indicating the name of the loading port with facilities available and restrictions, if any) at 1/2 safe berths, one safe Indian port as given in Annexure-IX for shipment from load ports**.** Bidders to ensure that quantities offered against the tender are shipped on evenly spread basis over the entire period of shipment to avoid bunching at discharge ports. CFR FO offers should indicate the discharge rate basis PWWD SHEX EIU, for five or more workable hatches, pro rata if less, indicating *inter alia* the dispatch /demurrage rate at disport and firm freight from loading port to discharging port in India. **NFL reserves the right to reject such offers which are made only on CFR FO basis.** NFL also reserves the right to reject any or all the offers without assigning any reasons whatsoever.	
2.00	Marine insurance shall be arranged by NFL. Premium paid, if any, for overage vessel will be to the account of supplier.	
3.00	**PACKING**	In loose bulk
4.00	**PRICE**	Offers may be made on both FOBT and CFR FO basis in US Dollars or on FOBT basis alone (indicating the name of the loading port with facilities available and restrictions, if any) per Metric Tonne of Urea for payment against sight L/C as per para7 below. While submitting offers on both FOBT and CFR FO, firm freight from loading port to discharging port in India must also be quoted separately. NFL reserves the right to reject such offers which are made only on CFR FO basis. **NFL** reserves the right without assigning any reason to accept or reject any tender in part or full or to buy any quantity in excess of the tender quantity. NFL also reserves the right to negotiate with L1 bidder. NFL is not bound to accept the lowest offer.
5.00	**SHIPMENT**	Bidders must clearly indicate specific quantity offered for shipment as indicated above. Bidders are also required to furnish specific tonnage offered from each port of shipment indicated by them. Such quantities shall be clearly mentioned as “firm quantities”.
6.00	**SHIPMENT TERMS**	As per Annexure-III(A) and III (B)
7.00	**PAYMENT**	Without prejudice to Buyer’s right to recover the damages, payment shall be made through sight L/C. NFL shall establish sight L/C (Irrevocable, non-transferable and non-assignable) after receipt of signed contract, Vessel Nomination and acceptable Performance Bank Guarantee in the prescribed Performa as provided in the standard contract duly confirmed through SFMS as per details at clause 10.03. The L/C covering 100% value of the contracted quantity including plus/minus tolerance will be established by NFL. Payment against LC shall be regulated as per Clause 8 as detailed in Draft contract annexed hereto **(Annexure C).**
8.00	**STANDARD CONTRACT**	It is expected that NFL’s standard contract for purchase of Urea (Annexure-C) and the L/C Performa which are annexed herewith would be read and understood by the bidders.

9.00	**INTEGRITY PACT**:	a. b. c.	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.nationalfertlizers.com. 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. The Independent External Monitors (IEMs) for this tender shall be Sh. R K Khandelwal, e-mail: r_k_khandelwal@yahoo.com , Sh. Kamal Nayan Choubey, e-mail: knchoubey@gmail.com; and Shri Rajit Ranjan Okhandiar, email: rajit123@gmail.com. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to these Independent External Monitors (IEMs).

10.00 GENERAL CONDITIONS

10.01 Bidders categorization and Accreditation Criteria as under. For accreditation procedure, refer Annexure-VI.:-

CATEGORY-I	All producers whose names are appearing in the IFA Publication "Survey of Urea Capacities 1995" or any updated edition of same and submitting the bids directly (or through authorized representative/agent in India) and offering Urea from their own production units will only be considered as producers. In addition, the bidder shall either be a producer or its own Subsidiary. The relevant documentary evidence has to be submitted to prove the relationship with the producer. NFL reserves the right to verify such documents and reject any bid that does not meet the above eligibility criteria. In case both producer and its subsidiary apply, only the producer is eligible to participate in the tender. Bids submitted by dealers, marketing arm companies, distributors, agents, marketing entities, or any other third parties merely authorized or nominated by the producer shall not be accepted under Category-I, irrespective of any authorization letter, dealership certificate, distributorship agreement, or other authorization issued by the producer. Offers submitted by such dealers, marketing arm companies, distributors, agents, marketing entities, or any other third parties will be treated as Category III suppliers unless they qualify as Category-II suppliers and are notified accordingly by including their name in Category-II list of Tender Document (Annexure-VI).
CATEGORY-II	Suppliers, who have successfully supplied Urea (Fertilizer Grade) to India for at least two years in the last five years from date of issue of tender. The accreditation procedure, for parties is given in Annexure-VI. Year-wise details of Urea (Fertilizer Grade) supplied to India in the last five years namely Name

		of buyer, quantity supplied, period of supply etc. to be furnished along with Documentary evidence for supply of Urea into India (BL/Invoice, etc.). They shall also submit a latest Bank reference letter/report.
	CATEGORY-III	All other suppliers not covered under Categories I & II above. i. Copy of their agreement with the Producer OR Support letter from Producer ii. A latest Bank reference letter/report. iii. Credit rating report from any of the following International Credit Agencies :- • Dun & Bradstreet • Moody's • Standard And Poor The report shall not be more than six months old from the date of issuance of NIT in case of new supplier. In respect of supplier(s) who have supplied Urea under Government account to STEs, the report shall not be older than one year from the date of issuance of NIT (Documentary evidence such as BL/Invoice etc. to be submitted for the same). Credit rating has to be minimum satisfactory or equivalent.

10.02 **BID BOND/Earnest Money Deposit (EMD)**

CATEGORY- I	NIL
CATEGORY – II	Unconditional Bid Bond at the rate of US $ 3.00 PMT **(including plus tolerance)** of the quantity offered.
CATEGORY- III	Unconditional Bid Bond @ US $ 10.00 PMT **(including plus tolerance)** of the quantity offered.

i) Tenderers should furnish along with their offer, Bid Security/EMD in US dollars or in Indian Rupees by means of a Telegraphic Transfer (TT) or through bid bond issued by a Scheduled Bank (except cooperative Bank and Gramin Bank) in New Delhi, in original, for values as mentioned above strictly in the prescribed Performa (Annexure IV) in favour of NFL and **kept valid as per clause VII of part-A** before closing date & time of tender**. EMD** may also be submitted through RTGS in NFL's account as under:

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 10297944842, SWIFT CODE: SBININBB824, MICR CODE: 110002562.

The Swift message should be sent well in advance so that by the due opening date, the payment is received in NFL account.

ii) No interest will be paid on the bid security amount. No deviations in the format of bid bond are acceptable. Bids are liable to be rejected in case of conditional Bid Bonds. **In case Bid Security is submitted in INR the conversion rate to be taken as USD 1 = INR 97. In case of Bid security deposited in the form of Bid Bond/BG the same shall be confirmed through SFMS as detailed below in clause 10.03. Bidders may also submit Electronic Bank Guarantee (e-BG) towards Bid Bond/EMD as per the guidelines given in clause 10.03 with heading "GUIDELINES FOR SUBMISSION OF e-BG".**

iii) 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

<table>
<tr><td></td><td>execute the order or to furnish the prescribed Performance Guarantee within stipulated period for faithful performance of the contract, the amount of EMD/Bid Bond shall be forfeited.</td></tr>
<tr><td>10.03</td><td>PERFORMANCE BANK GURANTEE (PBG)
In the event of an offer being accepted, Performance Bank Guarantee shall have to be submitted by the offeror strictly as per NFL's format only (Annexure-V) within 10 days from the date of issuance of acceptance of offer. Conditional PBG are not acceptable. The PBG should be established through any schedule bank (except cooperative Bank and Gramin Bank) in New Delhi. The value of the PBG in US Dollars shall be as follows:
<table>
<tr><td>CATEGORY -I</td><td>Producers</td><td>1% value of the Contract including plus tolerance</td></tr>
<tr><td>CATEGORY –II</td><td>Accredited Suppliers</td><td>3% value of the Contract including plus tolerance</td></tr>
<tr><td>CATEGORY- III</td><td>other Bidders</td><td>10% value of the Contract including plus tolerance</td></tr>
</table>
In case the PBG is not submitted within 10 days from acceptance of offer by NFL, the Bid Bond/EMD amount shall be forfeited. The PBG shall cover the performance of the contract, quantity short landed, quality penalties based on discharge port results, LP/DP dispatch/demurrage or any deduction by DOF on any account etc.
Performance Bank Guarantee , to be executed by the Seller, will be required to be kept valid till discharge port results, in respect of weight and quality, and amount of penalties and dispatch / demurrage / dead freight / detention charges / receipt of full and final payment from DOF etc. also as performance would be deemed completed only after that and PBG will be released only after successful performance of the contract. All efforts will be made to finalize the accounts within 180 days from the date of completion of discharge of the cargo of last shipment of the contract. In case of any delay due to unforeseen circumstances sellers have to extend the validity of PBG beyond 12 months at the request of the Buyers. The Vendor/ Contractor shall also arrange to send BG confirmation/advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e. ICICI Bank Ltd, Kl , Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC000003I , as per following details:
1. IFN 760 COV for issuance of bank guarantee.
2. IFN 767 COV for amendment of bank guarantee.
3. Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN760 COV/ IFN 767 COV.
4. Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/ IFN 767 COV.
TT transfer in USD may be accepted in lieu of Performance Bank Guarantee. All banking charges and exchange loss if any or any other charges arising while making remittance and any other taxes will be deducted before releasing the bid security and Performance Bank Guarantee to the respective bidder. No interest will be paid on the Performance Guarantee Amount. Bid Bond/ PBG amount refundable, on successful bid/ completion of successful performances, shall be limited to net of all charges incurred by NFL. The Buyer shall have the right to forfeit the PBG in case Seller fails to perform all or any of their obligations under the Contract or supply material short than the contracted quantity as revealed by the Joint Draft Survey at the discharge port or if penalties are levied due to quality deviations (nutrients/ moisture/particle size) from contractual specifications as revealed by discharge port analysis report or liability towards dead freight, despatch/demurrage, liquidated damages due to delay in shipments</td></tr>
</table>

	and/or any other recoveries are not settled by the Seller. The validity of the Performance Bank Guarantee (PBG) shall be for **a period of 12 months** from the date of issue of LOI/PO along with claim period of additional six months after validity of PBG. Buyer's decision in this regard shall be final and binding on the seller. **GUIDELINES FOR SUBMISSION OF e-BG:** Bidders may also submit Electronic Bank Guarantee (e-BG) towards Security Deposit and/or Performance Bank Guarantee, as applicable, through the National e-Governance Services Limited (NeSL) platform, in accordance with the Government of India guidelines and NFL instructions. The e-BG shall be issued in the prescribed NFL format (Annexure-V) by a Bank integrated with the NeSL platform and shall be valid for the period specified in the Tender. The bidder shall ensure successful submission of the e-BG through the NeSL portal before the stipulated due date. Verification of the e-BG available on the NeSL portal shall be treated as sufficient proof of its authenticity. The bidder shall comply with all applicable guidelines, amendments and instructions issued from time to time by the Government of India, NeSL and NFL regarding submission of e-Bank Guarantees. The Beneficiary details, including the applicable NeSL Unique Identification Number (UIN), shall be as specified below: i) Unique Identification Number (UIN): NCTGC2446P ii) Name of the Beneficiary: National Fertilizers Limited iii) Address of the Beneficiary: National Fertilizers Limited, A-11, Sector-24, Noida, Uttar Pradesh – 201301. iv) Email id: imports@nfl.co.in v) Contact No.: +91- 9717731625 vi) BG Format: As per Annexure-V
10.04	**SUBMISSION OF TENDERS** i) The bids are to be submitted only through electronic mode for which bidders has to log on to website **https://etenders.gov.in/eprocure/app**. Please note that Class II/III Digital Signature Certificate (DSC) is mandatory to participate in e Tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, participating bidders, can procure same from any of the Registration Authorities approved by CCA (Controller of Certifying Authority). Minimum time to procure DSC is 5 (five) working days. The detailed instructions for e-tendering process are annexed at Annexure – XI. ii) **All bidders are required to enclose payment of Rs. 10,000/- plus applicable GST (**present **rate 18%) (by way of DD/PO drawn in favour of 'NATIONAL FERTILIZERS LIMITED' and payable at New Delhi) towards tender documents cost at the time of participation.** Tender fees of Rs. 10000/- **plus applicable GST** may also be submitted through RTGS in NFL's account as under iii) **NFL's Current Bank Account No. 10297944842, State Bank of India, Corporate Accounts Group Branch, 4th and 5th Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001 (IFSC code SBIN0017313)**Copy of documentary proof of remittance of Rs. 10,000/- plus GST to NFL's Bank account is to be submitted in physical mode along with the Techno-Commercial Bids before closing date & time of tender. **iv)** **Offers** submitted without original bid bond shall not be considered. Offers once made cannot be withdrawn by the party during its validity. **v)** The **various** documents to be submitted category wise are as detailed below

a) Technical Bid Part

*Credit rating report from any of the following International Credit Agencies-:

Document (Technical Bid)	Category-I	Category-II	Category-III
A To be submitted physically in sealed envelopes to be dropped in tender box placed at **NFL'S ADDRESS as given at clause VIII of Part-A** before the closing time of receipt of tenders			
Tender Cost of Rs. 10000/- plus GST	Mandatory	Mandatory	Mandatory
Bid Bond in Original/EMD payment receipt	Not Required	Mandatory	Mandatory
Latest Bank Reference letter/Bank report	Not Required	Mandatory	Mandatory
Valid Credit Rating*	Not Required	Not Required	Mandatory
B To be uploaded on website			
Signed and stamped Integrity Pact	Mandatory	Mandatory	Mandatory
Authority Letter (As per Annexure-VII)	Mandatory	Mandatory	Mandatory
Technical Bid format (Annexure-A)	Mandatory	Mandatory	Mandatory
Certificate 1 & 2 in compliance of Order (Public Procurement No.4)/OM dated 23.02.2023 issued by Ministry of Finance, Govt. of India.	Mandatory	Mandatory	Mandatory
C Signed and stamped Tender Documents(along with all Annexures and documents required as per technical bid format Annexure-A) to be submitted without any deviation, either physically (A) or to be uploaded on website (B)			

- DUN & BRADSTREET
- MOODY'S
- STANDARD AND POOR

The report shall not be more than six months old from the date of issuance of NIT in case of new supplier. In respect of supplier(s) who have supplied Urea under Government account to STE, the report shall not be older than one year from the date of issuance of NIT. Credit Rating has to be minimum satisfactory or equivalent.

b) Price Bid: Part

Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Name of the bidder, FOB price and Freight. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system)

The prices will be evaluated outside the e-procurement system.

Vendor should quote prices in BOQ only. Offers indicating rates anywhere else (scanned documents in Part-I) shall be liable for rejection. Once, documents required under technical bid are uploaded, tenderer will click on window to quote the price in the price format available on website **https://etenders.gov.in/eprocure/app** as per format attached at **Annexure-B**

10.05	**Country of Origin**: Tenderers are required to indicate the country of origin of the material offered, loading port and facilities at loading port with restrictions, if any. Bids with open origin of goods are not acceptable. Bids offering material from countries of origin against which sanctions have been imposed / facing sanctions shall not be considered and price bids of such tenders shall not be opened. Further bidder shall ensure that no entity/individuals/promoters involved in the supply chain are facing/have sanctions of any nature and NFL shall not be held liable or responsible in any manner whatsoever if the bidder/supplier fails to adhere to this requirement. Bidders shall submit a specific undertaking to this effect along with the bid.
10.06	**IMPORTANT POINTS FOR CAREFUL CONSIDERATION** a) Offers to be strictly made on CPP's e-tender website **https://etenders.gov.in/eprocure/app** . b) The offers received in the tender shall be evaluated on overall lower to higher basis (L1 upwards) for each coast separately and quantity shall be allocated to the bidders for each port as per the requirement of DOF from L1 upwards without considering port wise lowest bids from the suppliers. c) Incomplete offers / offers not conforming strictly to specifications as well as to tender conditions prescribed with the tender documents are liable to be rejected. The Price Bids of only those bidders shall be opened who shall qualify based on their Techno-Commercial Bid d) Offers received with original bid bond/EMD/Payment received in NFL only to be considered. Intimation of advice regarding opening of bid bond/Payment transfer receipt will not suffice. e) Loading Rate – As per Clause 9 of Shipping Terms for FOB contracts at Annexure III(A). f) Schedule of shipment for the entire contracted quantity will be declared within 10 days of award of Contract and L/C shall be established only after receipt of (a) acceptable PBG. Bond and their confirmation and (b) signed contract (c) Vessel Nomination. g) Firm freight from loading port(s) to discharging port(s) in India may be indicated separately. h) In case of Bidders offering more than one load port/discharge port at sellers' option at the time of making an offer, the option for choosing the load port/discharge port would rest with NFL. i) Bidders should quote only the firm quantities in the offer. In case optional quantities are offered, NFL reserves the right to consider only firm quantities for placement of orders. j) The Bidder should not quote multiple rates for one discharge port. In case lot wise, multiple rates are offered for the same discharge port, the total firm quantity offered for a particular discharge port shall be treated to be offered at the lowest price quoted in that offer for that particular discharge port. k) In the event, a bidder offers multiple cargoes at different prices at one coast (WCI/ECI) and the L1 price emerges out of the cargoes offered by the bidder, it would be mandatory for the bidder to accept the L1 price for the full quantity offered by the bidder for that coast. l) It may be noted that shipping tolerance of (+/-) 5% is already provided in the Tender

	Document. The seller should therefore quote a fixed quantity for each discharge port and should not mention range in quantity offered like 100,000-110,000 MT (+/-) 5% in the offer. However in the event the offers are submitted giving range in quantity in addition to (+/-) 5% tolerance, the same shall only be considered based on minimum quantity of range with allowed shipping tolerance of (+/-) 5% at the sole discretion of NFL. m) **FOB offers can only be submitted by Producers (Category – I bidders). It is mandatory for Category II and Category III bidders to quote both FOB & CFR prices** n) **Minimum Quantity to be Offered**: Bidders may quote any quantity (one or more vessel loads) but offered quantity should not be less than 45,000 MT plus/minus 5%, shipping tolerance at Buyers' option (in case the purchases are made on FOBT terms) and 25,000 MT plus/minus 5%, shipping tolerance at Seller's option for CFR offers at each port subject to suitability & acceptability at discharge port. Those bidders, who are technically qualified for opening of price bid, shall not be permitted to deviate any of the agreed terms and conditions of technical bid of the tender subsequent to the opening of price bid. o) For CFR FO purchase, if shipment is done in Panamax vessels, all expenses on account of pre-berthing delays, shall be to buyers account and time to count on NOR Tendered valid. p) In the Bill of Lading (B/L), shipper column must indicate the name of the supplier. q) NFL shall exercise FOB/CFR FO option within two working days after receipt of communication/approval from Ministry of Shipping and Transport/Department of Fertilizer, Government of India. r) NFL reserves exclusive right to accept bids either on FOBT basis or CFR FO basis or not to accept any bids at all, at its sole discretion. s) Fixture of Floating shipments for supply of urea shall not be accepted. t) Vessels appearing in Sanction List as per OFAC's updated SDN List of US Department of Treasury may not be accepted by NFL for shipment of ordered cargo. Suppliers to accordingly arrange suitable vessels to avoid problems in release of payment. u) Any financial liability arising out of quarantine/restrictions due to COVID-19 at Discharge Port will to Seller's account. v) **Bidders have to give a declaration that the Bidding entity or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc.** w) For the offers in CFR FO, Bidders has to ensure that the chartering party or the vessel owner or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc. x) Bidder may note that any of the shipments for which the loadport or the voyage are within Ukraine, Ukraine territorial waters, Sea of Azov, Russian Black Sea ports, Sea of Azov ports and Russian territories within 200 kms of the Ukrainian Border shall not be accepted. y) If the origin of cargo or the shipment is supplied from/thru/within Russia OR Baltic Sea region OR Black sea region etc., then in such cases the vessels/shipments shall be nominated well in advance and the vessel acceptances for such shipments shall be subject to the due-diligence and final clearance from the concerned institutions (Insurance company, Banks etc.). z) NFL reserves the right to accept Quantities quoted for supply of Urea from inside of Strait of Hormuz and such vessels shall be accepted & Contract for such quantities will only be

	deemed effective when vessel crosses Strait of Hormuz. Charges imposed by any country including but not limited to charges like toll, Navigation services, environment protection, ship insurance & other necessary charges levied on vessels passing through Strait of Hormuz, shall be to the Seller's account and no compensation/charges, whatsoever is permitted on this account. Additionally, if seller loads the vessel and vessel gets stuck in Hormuz for whatsoever reasons, any cost on account of such incidence shall be to the Seller's account. In case of abnormal delay by the vessel in crossing of Hormuz, NFL reserves the right to cancel the Contract for such vessel.
10.07	**Indian Agent Commission:** If any, shall be paid by the suppliers directly including commission payable to foreign companies**.** a) In a tender, either the Indian agent on behalf of the Principal itself can bid but both cannot bid simultaneously for the same item/product in the tender. **b)** If an agent submit bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for the same item/product.
10.08	In respect of business concluded against this Tender Notice, the following conditions will apply. i) Schedule of deliveries for **Shipment from Load ports latest by as mentioned on clause no – V of Part A**. **ii)** In case of multiple Bills of lading for one vessel, the date of Bill of Lading issued in the last shall be treated as shipment date for the total cargo loaded in that vessel.
10.09	**FORCE MAJEURE** **i.** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restrictions, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosions, epidemics, strikes, embargoes then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative. **ii.** Any waiver /extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. **iii.** If operation of such 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. **iv.** The party which is unable to fulfill its engagements under the present contract must within 7 (Seven) days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing performance of the contract. Certificate issued by the Chamber of Commerce in the country of Seller or the Buyer or the country where the Load port is located shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the Seller for not performing their obligation under this contract. **v.** The failure of any party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the Contract.

10.10	**Disputes / Arbitration:** "Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat and venue of the arbitration shall be at New Delhi, India. The language of the arbitration shall be English. This Contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India."
10.11	**FINAL WEIGHT** Sellers & receivers at the discharge port will appoint, at their own cost independent surveyors for conducting joint draft survey. Final weight as determined by Joint Draft Survey conducted through an independent internationally reputed surveyor **at the discharge port shall be treated as final and binding on the Seller** for the purpose of payment of shortages as compared to B/L weight. Quantity declared as damaged cargo shall be treated as quantity delivered short and shall be treated accordingly. The weight of cargo shipped, determined by joint draft survey at discharge port, would be final. In the event of disagreement in the discharge port draft survey results, about quantity at discharge port and any of the parties representing the ship owner/foreign Suppliers and Receivers etc., refusing to sign or signs under protest the joint draft survey report, NFL and/or its Receiver may at its discretion go in for recalculation of quantities by Umpire Survey. The Umpire Surveyor shall be nominated from the panel drawn by the Department of Fertilizers (GOI). The Umpire agency will be one other than the load port inspection agencies as well as discharge port inspection agencies nominated by ship owners, sellers and receivers. The decision of Umpire surveyors will be binding on both seller and buyer. The cost of Umpire agency survey shall be equally borne by the parties.
10.12	**INSPECTION BEFORE SHIPMENT** NFL reserves the right at its option to have the material inspected before shipment in regard to quality and quantity including its specifications. The Seller 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. Certificate of Inspection so obtained by the Sellers to the effect that the material is in accordance with the specifications laid down in the contract shall accompany the shipping documents. For the purpose of determining quality, the Inspection Agency, may at their discretion draw samples of the material at the producing factory as specified in the contract but shall draw samples in all cases in the customary manner during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. Analysis report should specify the nutrients and other requirements of the contractual specifications as per Indian FCO. The report shall specify the methods of analysis used, type of sieve used for determination of particle size and also the contract number, the quantity loaded and name of the vessel. A clear inspection note will be released by the Inspection Agency only if they are satisfied that the

	cargo meets contractual specifications
10.13	**Discharge Port Quality Inspection** a) Samples for determining the quality of the cargo shall be drawn at the port of discharge through Central Fertilizer Quality Control and Training Institute (CFQC&TI), Faridabad or any of its regional branches. The quality so determined at discharge port shall be final and binding on the seller. The cargo shall also conform to 'standard' as analyzed by Central Fertilizer Quality Control and Training Institute (CFQC&TI), Faridabad (India) or any of its regional laboratory. **b)** The Seller, if so desire, can nominate its representative to supervise draft survey / drawl of samples at discharge port at their own expense. NFL will advise the port of discharge at the time of finalizing the contract/sailing of vessel.
10.14	**The** Sellers are liable for shortage in quantity as revealed by the Joint Draft Survey at discharge port vis-à-vis the Bill of Lading quantity and the amount of penalties levied by receivers on account of deviations in quality (nutrients, moisture and particle size) on the basis of discharge port analysis as per clause 10.13 vis-à-vis specifications in the contract would be recovered, without any demur or reference to the seller by all legal means including invocation of PBG Bond executed by the Seller in case the Seller fails to remit the amount promptly. The Seller should make good such recoveries made by receivers through payment to NFL directly within 15 days of notification by NFL, failing which penal interest at the rate of 18% p.a. on quarterly rest basis shall be payable up to the date of actual remittance by the Seller.
10.15	**REJECTION OF CARGO**: In case the entire cargo is rejected at the discharge port and/or declared unfit for direct application as fertilizer, and/or declared non-standard, as evidenced by the quality report of Central Fertilizer Quality Control & Training Institute, Faridabad (CFQC&TI) or any of its regional laboratory, the Seller shall refund landed cost of the cargo found unfit as well as all consequential handling and distribution costs, exchange rate fluctuation, pro rata bank charges & insurance charges and other incidental charges as recovered/deducted by DOF and/or by Insurance Company thereof immediately on Buyers first demand with value date being the date of initial payment to the seller, failing which penal interest at the rate of 18% p.a. on quarterly rest basis shall be payable up to the date of actual remittance by the Seller without waiting for umpire analysis or the result of umpire analysis. NFL shall be entitled to recover such additional cost and damages by all legal means including invocation of PBG.
10.16	**UMPIRE ANALYSIS** i) The Buyer and/or receivers' representative and the Seller's representative be present at the time of sample collection at discharge port. The NFL's receiver will organize entry passes for the representative of Faridabad Laboratory or any of its regional laboratories and Seller's representative. A part of the discharge port sample will be kept by the Seller's, Buyer's/Receiver representative and one part by Faridabad Laboratory or any of its regional laboratories for future reference in case of dispute. In case it is required, the reference sample for Umpire analysis will be the sample retained by Central Fertilizer Quality Control & Training Institute, Faridabad or any of its regional laboratories only. Seller will be ineligible for asking for Umpire analysis in case, he/his representative does not sign the sample slip/ relevant documents or is not present at the time of collecting the representative sample drawn by representative of surveyor/ inspection agency nominated

	by NFL or its nominee. ii) **In case of dispute about quality, the Seller has right for Umpire analysis**. In such circumstances reference sample will be sent to the Umpire laboratory and umpire analysis would be done in all the parameters and the result of Umpire laboratory will be binding on both Seller and Buyer. The cost of Umpire analysis will be borne by the losing party. The Umpire analysis will be done by a reputed Inspection Agency nominated by NFL and/or its receiver. The Umpire agency shall be one of the laboratories notified for the referee analysis in the Fertilizer Control Order 1985 (as amended up to the date of tender closing) and will be the one other than the load port/discharge port Inspection Agency. The seller shall have the right to select at least 3(three) eligible laboratories for Umpire analysis, out of which NFL and/or receivers shall nominate one agency. iii) The penalties for deviations in specifications found at discharge port will be recovered on the basis of scales given in Annexure – II. iv) In the event of disagreement in the discharge port draft survey results, about quantity at discharge port and any of the parties representing the ship-owners/foreign suppliers and receivers etc. refusing to sign or signs under protest the Joint draft survey report, NFL and/or its receiver may at its discretion go in for recalculation of quantities by Umpire Survey. **v)** The Umpire Surveyor shall be nominated from the panel drawn by the Department of Fertilizer (GOI). The Umpire agency will be the one other than the load port Inspection Agencies as well as discharge port inspection agencies nominated by ship owners, sellers and receivers. The decision of Umpire Surveyors will be binding on both seller and buyer. The cost of Umpire agency survey shall be equally borne by the parties.
10.17	**DEFAULT:** The supplier must note that timely shipment /delivery of the material is essence of the contract and shall be treated as firm. However, under any circumstances if the supplies get delayed and the supplier fails to effect shipment/deliver the material within the time stipulated in the contract, the same shall be treated as breach of contract. Under such situation, it is agreed that the Buyer shall have the following options to safeguard it's interest:- **a) <u>To accept late shipment (Full or part) with any one of the following conditions</u>:** To recover as liquidated damages and not by way of penalty/damages, for the period after this material was due, until actual delivery or until the buyer secures the material or other material of similar description from other sources, a sum equivalent to 2% of the contract value of the undelivered material per month, or part thereof. OR To accept the supplies (full or part) of the delayed shipments, subject to seller's confirmation of the revised lower prices intimated by the buyer, based on the prevailing import prices in India, established through subsequent tender(s) by State Trading Enterprises (STEs). **b) <u>To not accept the late shipment with any one of the following conditions</u>** Buyer, with notice to seller, shall source the delayed quantities (full or part) of the likely similar description of material (readily available in the market) at the sole risk and cost of

	the seller and claim all the related losses/damages from the seller towards breach of the contract. OR To cancel the contract or a portion thereof for supply of full or part quantities without any further notice and to forfeit the PBG/Performance Bond submitted for the successful performance of the contract. c) Further in addition to (a) and/or (b) above, the buyer reserves the right to debar the seller from participating in one or more future tenders invited by the buyer and/or other canalizing agencies in India. Decision taken by the buyer in this regard will be conclusive and shall be binding on the Seller.
10.18	**EVALUATION CRITERIA:** The offers received in the tender shall be evaluated on overall lower to higher basis (L1 upwards) for each coast separately and quantity shall be allocated to the bidders for each port as per the requirement of DOF, from L1 upwards coast-wise without considering port wise lowest bids from the suppliers.
10.19	**SYSTEM FOR CALLING BIDDERS FOR MATCHING COUNTER OFFER PRICES:** In order to meet the demand, the required quantities may be imported from more than one supplier through various discharge ports in India. For contracting the required quantities, bidders shall be called for matching prices as per counter offers as under:- a) The comparative statements (CST) indicating hierarchy of bidders shall be prepared on the following basis and based on coast requirement as per tender:- (i) **CST (COAST WISE i.e. separately for ECI & WCI, wherever applicable):-** Coast wise i.e. East coast of India (ECI) and West coast of India (WCI) CST for various discharge ports on each coast showing hierarchy of various bidders. (ii) **CST (CONSOL, wherever applicable):** Consolidated CST for all discharge ports irrespective of East Coast of India(ECI) or West coast of India (WCI) showing hierarchy of various bidders. b) Based on discharge port-wise quantity requirements on each coast, counter-offers (based on coastwise L-1 prices or port-wise negotiated L-1 prices) shall be first given to bidders in order of their hierarchy as per the respective CST (COAST WISE). In case requirement of full quantity at a particular discharge port are not met, for sourcing the balance left over quantity counter offers will be then given to various other bidders in order of their hierarchy as per CST (CONSOL). c) For discharge port for which no offer is received, counter offers will be decided by NFL and shall be given in order of hierarchy in CST (CONSOL). d) In case any bidder has quoted prices only on FOB basis, NFL at its sole discretion may add the estimate freight and suitably place him in all the comparative statements. e) The bidders shall have to intimate within a stipulated time their acceptance to counter offers indicating quantities and discharge ports. **f)** NFL's decision in this regard shall be final and binding on all bidders.

10.20	**Applicable Law/ Jurisdiction of Courts:** The applicant here to agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with the tender. All disputes arising out of this tender shall be decided in accordance with the Laws of India.
10.21	**Fraud Prevention Policy: Bidder** 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.
10.22	**Restrictions on procurement from a bidder from a country or countries which shares a land border with India.** 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 **(Public Procurement No.4)/OM dated 23.02.2023**of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India. If registered with Competent Authority as above a copy of registration certificate shall be furnished along with the bid failing which the bid shall be rejected. 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. III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:- a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity or f. A natural person who is a citizen of such a country; or g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above IV. The beneficial owner for the purpose of (iii) above will be as under: 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. Explanation--- 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;

	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; 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; 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; 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; 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. V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. VI. Notwithstanding anything contained herein above, these provisions shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. **Certificate to be submitted by tenderers:** **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 **(Public Procurement No.4)/OM dated 23.02.2023**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 Laws. Note: This tender is subject to the policy and guidelines of the Government of India/Department of Fertilizers for import of Urea, as applicable from time to time.

Annexure-A

PART – 1: TECHNICAL BID

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

(To be completed by foreign supplier/Seller or their authorized local agent on Bidder's letter-head)

S. No.	Requirement as per NIT	Details filed by Supplier
1	Name and Complete address of bidder	
	Contact Person Name, Mobile No. Telephone No, Fax No., Email	
2	Name, address, email, telephone/mobile and fax no of representative for the purpose of communication and who are authorized to submit the documents on behalf of the principal, producer/supplier	
3	Letter of Authority on principal foreign company's letter head, duly signed and stamped by Authorized representative of the principal foreign company in favor of local agent enclosed	YES / NO
4	Name and address of Indian Agent, if any.	
5	Whether the bidder is producer or supplier	
A	Category I Producer	YES / NO
B	Category II Supplier Documentary evidence for supply of Urea into India along with Latest Bank reference letter.	YES / NO
c	Category III Supplier Support letter from Producer, Latest credit rating report and Latest Bank reference letter as per Tender document enclosed	YES / NO

6	Country of origin of product			
7	Load port facilities including the L.O.A., Beam, Draft available, loading rate, etc. and restrictions, if any.			
8	Price Basis (Please tick the appropriate option)	FOB	CFR-FO	Both (FOB & CFR)
9	(a) Details of EMD deposited by Bid-Bond/TT (to be submitted/credited at NFL before closing date & time)	TT/Bid bond No & Date	Name of Bank	Amount in USD/INR
	(b) In case of Bid Bond, SFMS Confirmation send as per clause No 10.03	YES / NO		
10	Qty.(in MT) offered against this tender in reference to shipping schedule latest by 31.01.2027 (Details to be filled in Annexure-XII & Uploaded). The tendered quantities are subject to revision based on the final outcome of the tender.	West Coast of India (Tendered Qty. 8 LMT)	East Coast of India (Tendered Qty. 7 LMT)	
11	Delivery Schedule			
12	Signed Integrity Pact submitted	YES / NO		
13	List of Deviation from Tender terms and conditions, if any (Tenders with deviation are liable to be rejected)			
14	Certificate No. 1 & 2 as per Annexure-XIII submitted	YES / NO		
15	Acceptance of all terms and conditions of tenders documents along with all Annexures thereof	YES / NO		

Undertaking/declaration

A. That the bidders, their associates, Sister concerns, etc. have not been blacklisted/delisted/put on holiday by any Institutional Agency/Govt. Deptt./Public Sector Undertaking/canalizing agency/STE in the last five years.

B. That none of our Sister-Concern/ Group/ Associates Company is participating in this tender.

C. Following documents have also been submitted and uploaded with the tender:

1. Original Bid Bond as per NFL's format at **Annexure-IV** (Considering Plus Tolerance)
2. Demand Draft (No.) of Rs.10,000/- plus GST (in favour of National Fertilizers Ltd., and payable at New Delhi) towards Tender Document fee OR Documentary evidence for having remitted the tender fee by telegraphic transfer.
3. Documentary evidence to be furnished for supply of Urea into India (B/L, Invoice, etc)
4. Latest Bank reference report (for Category II & III suppliers).
5. Credit Rating Report (Category III suppliers).

6. Copy of their agreement with the Producer OR Support letter from Producer (Category III suppliers).
7. Letter of Authority in favour of local agents (as per **Annexure-VII**) on principal foreign company's letter head, duly signed and stamped by the 'Authorized Representative (AR)' of the principal foreign company, including attestation of local agent's signatures by the Principals.
8. Board's Resolution/Letter of Authorization on principal foreign company/firm's letter-head duly authorizing the AR.
9. Complete set of NFL's Tender Document duly signed by bidder as a token of your acceptance of all terms and conditions of tender without any deviation.
10. Integrity Pact as per **Annexure-X** on plain paper duly signed and stamped by Authorized person of the Bidder and their witness.
11. Certificate 1 & 2 in compliance of Order (Public Procurement No.4)/OM dated 23.02.2023 issued by Ministry of Finance
12. Quantities of urea being offered for shipment from loadports latest by 31.01.2027 as per Annexure-XII
13. Any other undertaking defined in tender document shall be provided.

D. We certify that we would adhere to Fraud Prevention Policy of NFL and not indulge or allow anybody else working in the Company to indulge in fraudulent activities and would immediately apprise the Company of the fraud/suspected fraud as soon as it comes to our notice. In case of failure to do so, the Company may debar them for future transactions.

E. I/We hereby confirm that we have read all the terms and conditions of this tender for Import of Urea, all the Annexures attached thereof and all addendum/s, if any, issued and I/we undertake that all terms & conditions mentioned in this tender document consisting of pages 1 to 64 along with Annexures and addendum, if any, are accepted to me/us without any deviation and I/We shall abide by the same fully.

Name & Signature of the Bidder
With Seal of Designation

Place

Date:

Note: In case of concealment of any fact, if detected later on, such tenderers will be debarred from all future dealing with NFL.

Annexure-B

PRICE BID FORMAT

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

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

PRODUCT – UREA FERTILIZER GRADE 46% NITROGEN (PRILLED/GRANULAR) IN BULK

Item Description	Units	Quoted Currency in USD	FOB price at sight (US $ /MT)	FREIGHT (US$ / MT)	CFR / FOB Price at sight (US $ /MT)
A. SUPPLY OF UREA FERTILIZER GRADE 46% NITROGEN (PRILLED OR GRANULAR) IN BULK - FOR DISCHARGE AT FOLLOWING PORTS OF EAST COAST OF INDIA					
KRISHNAPATNAM, ANDHRA PRADESH	MT	**USD**			
GANGAVARAM,ANDHRA PRADESH	MT	**USD**			
VIZAG,ANDHRA PRADESH	MT	**USD**			
KAKINADA DEEP WATER,ANDHRA PRADESH	MT	**USD**			
KARAIKAL,PUDUCHERRY	MT	**USD**			
PARADIP (PICT), ODISHA	MT	**USD**			
ADANI DHAMRA, ODISHA	MT	**USD**			
TUTICORIN, TAMILNADU	MT	**USD**			
B. SUPPLY OF UREA FERTILIZER GRADE 46% NITROGEN (PRILLED OR GRANULAR) IN BULK - FOR DISCHARGE AT FOLLOWING PORTS OF WEST COAST OF INDIA					
MUNDRA,GUJARAT	MT	**USD**			
DEENDAYAL (EX-KANDLA),GUJARAT	MT	**USD**			
PIPAVAV,GUJARAT	MT	**USD**			
ADANI TUNA BULK TERMINAL,GUJARAT	MT	**USD**			
ROZY,GUJARAT	MT	**USD**			
ADANI HAZIRA-GUJARAT	MT	**USD**			
ADANI DAHEJ-GUJARAT	MT	**USD**			
NEW MANGALORE -KARNATAKA	MT	**USD**			
JAIGARH-MAHARASHTRA	MT	**USD**			

NOTES:

1. Bidders are requested to quote prices separately for all Serial Nos. of the above table.
2. Bids shall be evaluated on the basis of landed price in India.
3. Bids which are received only on CFR FO basis shall not be considered for evaluation and rejected, in case FOB option and rates are not simultaneously quoted by the bidder

I/ We (bidder) have carefully gone through the terms and conditions of the Tender and hereby agree to abide by the same without any deviation/condition.

Digitally signed by Bidder

Place:
Date :

Annexure-C

DRAFT CONTRACT PERFORMA

CONTRACT NO. Date:

CONTRACT DETAIL

SELLER hereinafter called the Sellers (which expression shall unless repugnant to the context mean and shall include its successors and assigns)

BUYER :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, Dist. Gautam Budh Nagar (UP), India,. Fax Nos: + 91-120-2412397, hereinafter called the Buyers (which expression shall unless repugnant to the context mean and shall include its successors and assigns).

The entire Tender documents shall also form part of this contract. The following is agreed to:

Whereas, seller is in the business of fertilizers and deals in International Trade.

Whereas, buyer desires to purchase urea, as more specifically set forth in this contract from seller.

Whereas, seller desires to sell urea to buyer.

Whereas, it is the intention of parties that seller shall sell urea as more specifically set forth in this contract herein, buyer will purchase urea from seller based on terms and conditions set forth herein.

Whereas, the parties agree that Department of Fertilizer (DOF), under Ministry of Chemicals and Fertilizers, Government of India is not a party to this contract. However, DOF is the final buyer and the buyer acts only as a facilitator.

Whereas, the parties Agree that the buyer can make a reference to DOF for any discretion or decision or any issue/matter under this contract, if it deems fit.

Whereas, the parties agree that decision/direction of DOF shall be final, binding and acceptable to the parties in the interest of country (India), if referred to DOF by the buyer.

It is mutually agreed and declared by and between parties hereto as follows:-

1.00 The Sellers agree to sell and the Buyers agree to buy a total quantity of _____MTs Plus Minus 5% Bulk Urea prilled/ granular under the terms and conditions set out hereunder:

DESCRIPTION OF MATERIAL	QUANTITY IN MTS +/-5%	PORT(s) OF LOADING	PORT(s) OF Discharge	PRICE PER MT CFR/ FOBT in USD
BULK UREA 46% NITROGEN FERTILIZER GRADE				

Country of Origin:

2.00 SHIPMENT SCHEDULE:

Schedule of deliveries for Shipment from Load ports latest **by 31.01.2027.** In case of multiple Bills of lading for one vessel, the date of Bill of Lading issued in the last shall be treated as shipment date for the total cargo loaded in that vessel.

Timely shipment is the essence of the contract and shall be treated as firm. Any delay in effecting contracted shipments, will render the Sellers liable for breach of contract and shall be dealt as per Default clause In case of delay in shipment by the seller, on request of seller, buyer may intimate DOF and seek their approval for acceptance of extension for last date of shipment. Such approval will be conveyed to seller, if received by buyer within 3 working days from date of receipt of letter/ e-mail by buyer. However requesting DOF for extension is at sole discretion of buyer.

IN case delayed shipment is accepted, then default clause 13 will be applicable.

3.00 QUALITY SPECIFICATIONS AND METHOD OF ANALYSIS:

As per Annexure-I.

In the event of any consignment not conforming to the contractual specification the Buyers have the unfettered right to reject the same and/or levy penalties and/or recover damages as per **Annexure-II** (attached).

NOTE:

a) Samples to be taken, held and composited by such procedure as will produce a truly representative final sample with particular care being taken to preclude moisture changes; and

b) Sampling to be performed 250/500 MT at prescribed intervals and preferably to be done during loading aboard the vessel.

4.00 PRE-SHIPMENT INSPECTION FOR QUALITY & WEIGHT:

Buyers shall have a right to inspect the fertilizer at all reasonable times prior to shipment thereof by appointing their own Inspection Agency.

a) Inspection shall be carried out before shipment by the Buyers or their authorized representative /appointed inspection agency at the factories of the suppliers/ manufacturers and/or at any other place at their discretion.

b) At least ten days clear notice in writing shall be given by the Sellers before loading the cargo into container/barges or directly into the ship at the producing factory to the Buyers Authorized Inspection Agency with email/fax intimation to Buyers.

The notice to the Inspection Agency and intimation to the Buyers shall contain the following information:

i. Location of producing factory;
ii. Contract number and description of fertilizers;
iii. Date of loading/dispatch from factory;
iv. Quantity to be shipped, name of the vessel and port of loading.

c) i) For purposes 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 during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. A clear inspection note will be released by the Inspection Agency only if they are satisfied with the contractual specifications of the cargo .

(ii) Samples so drawn shall be sent to the laboratory nominated by the Inspecting Agency.

d) The Sellers will provide free of cost facilities to the inspecting agency for taking samples.

e) Factory production analysis records shall be made available for the scrutiny of the inspecting agency for checking whether the material produced is in conformity with the contractual

specification. This will include distribution of particle size and coating as well as nutrient content, etc.

f) After inspection and sampling, the analysis report, weight records and other data required by the Inspecting Agency shall be forwarded to them. A copy of the vessels Bill of Lading shall also be provided as evidence of quantity loaded in good conditions, i.e. clean. All documents regarding shipment shall be air mailed immediately to avoid delay in the issue of the Inspection certificate of claiming payment for the suppliers.

g) Analysis report should specify the nutrients and other requirements of the contract specification. 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 the name of the vessel. If more than one factory supplied cargo for same vessel, a factory analysis report shall be provided for each of the factories.

h) The weight should be determined by conducting draft survey before loading of the cargo and after completion of the loading of the cargo through an independent internationally reputed surveyor at Buyer's cost. Bill of Lading and invoice will show draft survey weight. Quantity declared as damaged cargo shall be treated as quantity determined short and shall be treated accordingly.

5.00 CHECK WEIGHTMENT AND QUALITY AT THE INDIAN PORT OF DISCHARGE:

(a) Samples for determining the quality of the cargo shall be drawn at the port of discharge through Central Fertilizer Quality Control and Training Institute (CFQC&TI), Faridabad or any of its regional branches. The Port of discharge shall be communicated to seller before the arrival of the vessel.

(b) The port of discharge would be any one safe port nominated in West/East Coast of India. Buyers and/or its receivers shall also arrange Draft Survey at discharge port by reputed surveyor. The Seller may nominate their representative at their own expense to be present to associate themselves with the Draft Survey and drawl of samples at discharge port. The draft weight as reported in Joint Draft Survey Report at discharge port shall be treated as final.

(c) The quality and quantity as determined at (a) & (b) above at discharge Port will be treated as final and binding for both Buyers and Sellers.

(d) The payment for shortage in quantity, as revealed by the Joint Draft Survey at discharge port vis-a-vis the bill of lading quantity, and the amount of penalties levied by receivers on account of deviations in quality (nutrients, moisture and particle size) on the basis of discharge port analysis as per (a) above vis-à-vis specifications in the contract would be recovered, without any demur or reference to the seller by all legal means including invocation of PG Bond executed by the Seller in case the Seller fails to remit the amount promptly. The Seller should make good such recoveries made by receivers through payment to NFL directly within 15 days of notification by NFL, failing which penal interest at the rate of 18% p.a. on quarterly rest basis shall be payable up to the date of actual remittance by the Seller.

(e) The penalties for deviations in specification found at discharge port will be recovered on the basis of scales given in Annexure II. In case the entire cargo is rejected at the discharge port and/or declared unfit for direct application as fertilizer, and/or declared non-standard, as evidenced by the quality report of Central Fertilizer Quality Control & Training Institute, Faridabad or any of its regional laboratory, the Seller shall refund landed cost of the cargo found unfit as well as all consequential handling and distribution costs, exchange rate fluctuation, pro rata bank charges &

insurance charges and other incidental charges as recovered/deducted by DOF and/or by Insurance Company thereof immediately on Buyers first demand with value date being the date of initial payment to the seller, failing which penal interest at the rate of 18% p.a. on quarterly interest basis shall be payable up to the date of actual remittance by the Seller without waiting for umpire analysis or the result of umpire analysis. NFL shall be entitled to recover such additional cost and damages by all legal means including invocation of PG Bond.

(f) The Seller, shall nominate its representative to supervise the draft survey and drawal of samples at discharge port at his own expenses. NFL will advise the port of discharge immediately on its nomination by the Department of Fertilizers. The names of such representatives with their telephone no., fax nos. and full address shall be advised by the Sellers to NFL within two working days. All the authorized representatives will sign at the time samples are sealed without exception. Two such sealed samples will be kept by the representatives of Central Fertilizer Quality Control & Training Institute or any of its regional laboratory and the third sealed sample will be handed over to the representative of the Seller.

(g) In case the Seller's representative for whatever reason does not associate himself at the time of drawl of samples etc., it is clearly understood that the drawl of sample by the representative of CFQC&TI or any of its regional laboratory shall be final and binding.

6.00 UMPIRE ANALYSIS:

The Buyer and/or receivers' representative and the Seller's representative be present at the time of sample collection at discharge port. The NFL's receiver will organize entry passes for the representative of Faridabad Laboratory or any of its regional laboratories and Seller's representative. A part of the discharge port sample will be kept by the Seller's representative and one part by Faridabad Laboratory or any of its regional laboratory for future reference in case of dispute. In case it is required, the reference sample for Umpire analysis will be the sample retained by Central Fertilizer Quality Control & Training Institute, Faridabad or any of its regional laboratories only. Seller will be ineligible for asking for Umpire analysis in case, he/his representative does not sign the sample slip/ relevant documents or is not present at the time of collecting the representative sample drawn by representative of surveyor/ inspection agency nominated by NFL or its nominee.

i) In case of dispute about quality, the Seller has right for Umpire analysis. In such circumstances reference sample will be sent to the Umpire laboratory and umpire analysis would be done in all the parameters and the result of Umpire laboratory will be binding on both Seller and Buyer. The cost of Umpire analysis will be borne by the losing party. The Umpire analysis will be done by a reputed Inspection Agency nominated by NFL and/or its receiver. The Umpire agency shall be one of the laboratories notified for the referee analysis in the Fertilizer Control Order 1985 (as amended up to the date of tender closing) and will be the one other than the load port/discharge port Inspection Agency. The seller shall have the right to select at least 3(three) eligible laboratories for Umpire analysis, out of which NFL and/or receivers shall nominate one agency.

ii) The penalties for deviations in specifications found at discharge port will be recovered on the basis of scales given in Annexure – II.

iii) In the event of disagreement in the discharge port draft survey results, about quantity at discharge port and any of the parties representing the ship-owners /foreign suppliers and receivers etc. refusing to sign or signs under protest the Joint draft survey report, NFL and/or its receiver may at its discretion go in for recalculation of quantities by Umpire Survey. The Umpire Surveyor shall be nominated from the panel drawn by the Department of Fertilizer (GOI). The Umpire agency will be

the one other than the load port Inspection Agencies as well as discharge port inspection agencies nominated by ship owners, sellers and receivers. The decision of Umpire Surveyors will be binding on both seller and buyer. The cost of Umpire agency survey shall be equally borne by the parties.

7.00 SHIPPING

(a) Within 24 hours of completion of loading/sailing of vessel, the Sellers shall advise the Buyers and its underwriter by Fax or email the name of the vessel, date of sailing and quantity shipped BL No & Date, Invoice No date & Value.

(b) Suppliers are also required to despatch directly to the buyer three non-negotiable sets along with three photocopies of negotiable sets each of following documents through Internationally reputed courier within 7 days from the date of sailing of vessel :

I) Clean Bill of Lading showing Ministry of Chemicals and Fertilizers, Govt. of India ----------as the consignee; and NFL as the notified party. In the Bill of Lading (B/L), shipper column must indicate the name of the supplier.

II) Signed commercial invoice issued by sellers for 100% of value

III) Certificate of Origin

IV) Certificate of Quality & analysis of cargo issued by NFL's nominated Inspection agency at loadport

V) Draft survey certificate issued at load-port.

(c) Sellers are required to inform the following details to the buyers by fax immediately on negotiation of documents under buyer's L/C to facilitate the buyers to provide necessary funds in their bank account to honor their documents.

(i) Date of negotiation

(ii) Amount negotiated

(iii) Expected date of receipt of documents at opening bank's counter

(iv) International reputed courier receipt no. and date.

8.00 PAYMENT

Without prejudice to Buyer's right to recover the damage under terms of the contract, payment shall be made through an irrevocable, non-transferable & non assignable l letter of credit as per proforma given at Annexure VIII., Payment shall be made within five bank working days of receipt of documents at the counter of the LC opening bank. The letter of credit shall be established for the full value of the shipment in favour of the Sellers on receipt of Performance Guarantee in acceptable form and its confirmation, signed contract and on nomination of vessel and its acceptance by DoF, payable for 100% of the invoice value based on load-port results and against presentation of the following documents:

i. Commercial invoice in three originals and seven certified copies in the name of National Fertilizers Limited, Noida.

ii. All three original negotiable copies of the clean shipped on board marked freight payable (as per charter party) Bill of Lading and three non-negotiable copies thereof, showing Ministry of Chemicals and Fertilizers (Department of Fertilizers) Govt. of India as consignee and notify party as the National Fertilizers Limited, Noida. Charter party bill of lading acceptable provided it bears an endorsement that all terms and conditions of the relevant charter party are deemed to have been incorporated therein. BL signed by freight forwarders not acceptable. In the Bill of Lading (B/L), shipper column must indicate the name of the supplier.

iii. Two original Certificate of origin along with five copies thereof duly signed/ issued by Chamber/ Ministry of Commerce, Industry or Trade and/ or any other competent authority certifying

therein the country of origin of goods. For Chinese origin cargo, Certificate of Origin issued by 'China Council for the Promotion of International Trade' is acceptable.

iv. One original and a copy of load port draft survey report issued by buyers' Inspection agency.

v. Beneficiary/seller's original certificate of inspection along with three copies showing quality, quantity, weight and method(s) of analysis as per Annexure-I of the contract adopted and being certified by the buyers' Inspection agency.

v. (a) One original along with three copies certificate of inspection thereof issued by the buyer's inspecting agency showing the analysis and weight and the method of analysis adopted, strictly as per **Annexure-I.**
(b) One original and three copies of a separate quality certificate issued by buyer's inspection agency.

vi. Copy of transmitted e-mail sent by the beneficiary to NFL informing about despatch of two originals of Loadport Quality Certificates (issued by NFL's designated Load port Inspection Agency) sent directly by Beneficiary to NFL through a First class international courier within 3 working days after date of sailing of vessel from load port. The said e- mail should show following attachments had been sent with the e-mail:-
(a) Two scanned copies of Loadport Quality Certificates.
(b) Copy of courier receipt (showing beneficiary as consignor/sender) mentioning details of courier number, date, etc.

vii. Copy of courier receipt (as per beneficiary's e-mail at Serial No. vii above) through which two originals Load port Quality Certificates were sent directly by the beneficiary to NFL within 3 working days after date of sailing of vessel from load ports.

viii. Freight certificate to accompany all CFR shipments.

ix. Certificate from the Beneficiary to the effect that the following documents have been dispatched to NFL, Noida address mentioned above by international recognized courier. Copy of courier receipts to form part of negotiable documents
(a) 3 Non Negotiable copies of Bill of Lading.
(b) 3 Copies of Commercial Invoices.
(c) 3 Copies of Certificate of Origin.

x. Copy of e-mail sent by beneficiary to NFL within 24 hrs. after departure of the vessel from loadport giving following information:-
(a) Name of the vessel
(b) Date of sailing
(c) Quantity shipped
(d) BL No. & date
(e) Invoice No., date and value

xi. Certificate from the beneficiaries/manufacturers that the material supplied under the contract is correct as to quantity and quality and specifications as per Annexure-I, rate, total value and the payment is due in accordance with the terms of the contract at the time of presentation of documents.

xii. Certificate of Cleanliness of holds issued by the buyer's Inspection agency.

xiii. Beneficiary is required to send by Fax / E-mail copies of all negotiable documents to National Fertilizers Limited, Noida, Fax No.: 91-120-2412397, 2411057 E-mail- imports@nfl.co.in, before negotiation of this LC. Beneficiary's certificate to this effect forms part of negotiable documents.

xiv. Two Original along with two copies each of stowage plan.

xv. A Certificate from the Master of the vessel or its agent certifying that the shipment is by seaworthy vessel and Classified 100 A-1 by Lloyds or Equivalent Class.

xvi. In case of CFR FO contract, a certified copy of NOR (Notice of readiness) tendered and accepted by Receivers or their agents at the nominated Indian discharge port (For Category-III suppliers only).

xvii. In case of shipments from inside of Strait of Hormuz, a certified copy of NOR (Notice of readiness) tendered and accepted by Receivers or their agents at the nominated Indian discharge port shall be part of documents under LC.

Contract No. & Date and Letter of credit No. & Date must be mentioned on all Bills of Lading, Certificates of origin, Quality Certificates and Commercial Invoices.

The charges for establishing letter of credit and bank charges in the country of Buyers shall be to the buyer's account. All bank charges in the Sellers country shall be to the account of the Sellers. The letter of credit extension and amendment charges will be to the account of the party responsible for occasioning the extension/ amendment. On the date of negotiation, sellers will inform the buyer's details of negotiation such as contract no., vessel's name, date of sailing, amount of invoice negotiated, name of bank and date of negotiation by fax (Fax No. 91- 120-2412397).

9.00 INDIAN AGENTS

M/s. _____will be acting as the local agent of the sellers and all correspondence, discussions etc., carried out by M/s_____,would be binding on the sellers. Indian agent commission, if any, shall be paid by the suppliers directly including commission payable to foreign companies.

10.00 WHARFAGE/DEMMURAGE

If any wharfage or demurrage results at the port of discharge due to negligence of or any cause attributable to the Sellers or their nominee including negligence of sending correct and complete document in time connected with the shipment of material under this contract and if in consequence thereof, clearance of the consignment by the Buyers or delivery of goods to it is delayed resulting in wharfage or demurrage such wharfage or demurrage shall be to the account of the Sellers. Similarly any wharfage or demurrage resulting from the negligence or default on the part of Buyers shall be to the Buyers account.

11.00 ASSIGNMENT PROHIBITED

The sellers shall not assign or delegate any of their obligations under this contract to any party without prior written consent of the Buyers. The provisions of this paragraph shall apply to:

a) Sub-contracting for the procurement of its commodity purchased here under; and

b) A sale or encumbrance of substantially all of the Sellers shares or assets, a merger of Sellers' business or insolvency or receivership proceedings in respect of sellers business.

12.00 TITLE AND RISK

Title to the goods and risk shall pass from sellers to the Buyers on material crossing the ships rail at loading port.

13.00 DEFAULT

The supplier must note that timely shipment /delivery of the material is essence of the contract and shall be treated as firm. However, under any circumstances if the supplies get delayed and the supplier fails to effect shipment/deliver the material within the time stipulated in the contract, the same shall be treated as breach of contract. Under such situation, it is agreed that the Buyer shall have the following options to safeguard its interest:-

a) **<u>To accept late shipment (Full or part) with any one of the following conditions</u>:**

To recover as liquidated damages and not by way of penalty/damages, for the period after this material was due, until actual delivery or until the buyer secures the material or other material of similar description from other sources, a sum equivalent to 2% of the contract value of the undelivered material per month, or part thereof.

OR

To accept the supplies (full or part) of the delayed shipments, subject to seller's confirmation of the revised lower prices intimated by the buyer, based on the prevailing import prices in India, established through subsequent tender(s) by State Trading Enterprises (STEs).

b) **<u>To not accept the late shipment with any one of the following conditions</u>**

Buyer, with notice to seller, shall source the delayed quantities (full or part) of the likely similar description of material (readily available in the market) at the sole risk and cost of the seller and claim all the related losses/damages from the seller towards breach of the contract.

OR

To cancel the contract or a portion thereof for supply of full or part quantities without any further notice and to forfeit the PBG/Performance Bond submitted for the successful performance of the contract.

c) Further in addition to (a) and/or (b) above, the buyer reserves the right to debar the seller from participating in one or more future tenders invited by the buyer and/or other canalizing agencies in India.

Decision taken by the buyer in this regard will be conclusive and shall be binding on the Seller.

14.00 SHIPMENT TERMS

As per Annexures III(A) for FOB & III(B) for CFR shipments.

15.00 FREIGHT FORWARDERS

Buyers shall appoint their own freight forwarders after signing of this contract and shall intimate the same to the sellers in due course. As soon as the Sellers are in a position to load the vessel, they shall intimate the Freight Forwarders appointed by the Buyers about the same.

16.00 SETTLEMENT OF DESPATCH AND DEMURRAGE

The Sellers guarantee to prepare the lay days statement on the basis of the certified statement of facts and send it to the buyers within 15 days of the date of sailing of the vessel. After the lay days statement has been accepted by the Buyers, the monetary settlement of dispatch/demurrage shall be effected by the respective parties within one month of the date of acceptance of the lay days statement. In case SOF is not given by the suppliers within 15 days from shipment date, buyers shall

have the right to invoke PBG and receive load port demurrage/ disport dispatch basing on buyer's calculations.

17.00 TAXATION

All taxes , duties, levies, charges, cesses, etc. in nature of taxes or penalty / damages which may be imposed outside India on Urea will be to the account of the Seller. Any taxes , duties or levies in the nature of taxes which may be imposed on the quantity of urea discharged in India , shall be to the account of Buyer.

18.00 FORCE MAJEURE

(i) If at any time during the existence of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility , civil commotion, sabotage, quarantine restrictions, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosions, epidemics, strikes, embargoes then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.

(ii) Any waiver /extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

(iii) If operation of such 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.

(iv) The party which is unable to fulfill its engagements under the present contract must within 7 (Seven) days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing performance of the contract. Certificate issued by the Chamber of Commerce in the country of Seller or the Buyer or the country where the Load port is located shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the Seller for not performing their obligation under this contract.

(v) The failure of any party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the Contract.

19.00 ARBITRATION

“Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat and venue of the arbitration shall be at New Delhi, India. The language of the arbitration shall be English. This Contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.”

20.00 PERFORMANCE BANK GUARANTEE

The Seller shall establish an unconditional, irrevocable PERFORMANCE BANK GUARANTEE (PBG) strictly as per prescribed format enclosed at Annexure V within 10 days from the date of issuance of

LOI by any scheduled bank (except cooperative and gramin bank) having its branch office in New Delhi (India) for _____% of the total contract value of the maximum guaranteed quantity to be shipped under the contract including plus tolerance. Performance Bank Guarantee , to be executed by the Seller, will be required to be kept valid till discharge port results, in respect of weight and quality, and amount of penalties and dispatch / demurrage / dead freight / detention charges / receipt of full and final payment from DOF etc. also as performance would be deemed completed only after that. and PBG will be released only after successful performance of the contract. All efforts will be made to finalize the accounts within 180 days from the date of completion of discharge of the cargo of last shipment of the contract. In case of any delay due to unforeseen circumstances sellers have to extend the validity of PBG beyond 12 months at the request of the Buyers.

Further, it is clearly understood that in the event of any default in the fulfilment of any of the obligation of the seller, the seller's liability will not be limited to the extent of the value of the PGB.

21.00 It is expressly understood and agreed by and between the Buyer and Seller that NFL is entering into this agreement solely in its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has not liabilities, obligations or rights hereunder. It is expressly understood and agreed that NFL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of contract law. The Sellers expressly agrees, acknowledges and understands that NFL is not an agent, representatives or delegate of the Govt of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission breaches of or other wrongs arising out of the contracts. Accordingly NFL hereby expressly waives, releases and foregoes any and all actions or claims including cross-claims, impleader claims or counterclaims against the Govt. of India arising out of this contract and covenants not to sue the Govt. of India as to any manners, claim, cause of action or things whatsoever arising out of or under this agreement.

22.00 SPECIAL CONDITIONS

a) Any claim, dispute, or controversy arising out of, or in relation to, this contract, the interpretation thereof, the activities performed hereunder, or the breach thereof, which cannot, within a period of 30 days from receipt of notice by the Defaulting Party, be satisfactorily resolved by mutual understanding between the Parties, shall be finally settled through arbitration. Failing resolution of the dispute within the above period of 30 days, aggrieved Party may commence arbitration proceedings in order to resolve the dispute.

b) A waiver, whether oral or in writing, expressed or implied, by any Party of any failure by a Party in the observance and performance of any of the terms, conditions, obligations, responsibilities, or duties set forth in this contract shall not constitute or be construed as a waiver of any subsequent or other failure.

c) It is expressly understood and agreed by and between the buyer/seller that NFL is making the purchases on account of Department of Fertilizer. In case of any deductions are made from the bills of NFL by Department of Fertilizer(DOF) Govt. of India on account of deviations in the specifications or due to short-landing at discharge port vis-a-vis Bill of Lading Quantity or on any other account, the amount will be reimbursed by the seller. Dispatch/demurrage in case of load port for FOB shipments and discharge port in case of CFRFO shipments as settled by the NFL/DoF, NEW DELHI shall be binding on Sellers.

For acceptance of vessel, receiver nomination and Letter of Authority at discharge port, extension of shipment period, approval of DOF will be sought by buyer and once the same is received from DOF the same can be conveyed to seller.

d) For Quantities quoted for supply of Urea from inside of Strait of Hormuz, such vessels shall be accepted & Contract for such quantities will only be deemed effective when vessel crosses Strait of Hormuz. Charges imposed by any country including but not limited to charges like toll, Navigation services, environment protection, ship insurance & other necessary charges levied on vessels passing through Strait of Hormuz, shall be to the Seller's account and no compensation/charges, whatsoever is permitted on this account. Additionally, if seller loads the vessel and vessel gets stuck in Hormuz for whatsoever reasons, any cost on account of such incidence shall be to the Seller's account. In case of abnormal delay in crossing of Hormuz, NFL reserves the right to cancel the Contract for such vessel.

23.00 APPLICABLE LAW/JURISDICTION OF COURTS

The parties hereto agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with the contract. All disputes arising out of this contract shall be decided in accordance with the Laws of India.

24.00 INDEMNITY

The seller undertakes and agrees to compensate, indemnify, defend and hold harmless NFL for all liability, losses, damages and claims, including but not limited to fines, penalties, interest, legal or consultant fees and other loss and costs etc. arising out of or relating to its liability or breach of its obligations in accordance with the provisions of this contract and/or any misrepresentation or breach of its representations or warranties set out in this contract etc.

25.00 PREVIOUS NEGOTIATIONS AND OBLIGATIONS :

After the Signing of this contract, all previous negotiations and correspondence, connected with this contract shall be considered as null and void. No modifications, waiver or discharge of this contract or any of its terms shall bind either party unless in writing and signed by both the parties.

Terms and conditions of Tender No. …… dated ……including its all Annexures which are not in conflict with or at variance or inconsistent with the terms hereof, shall form an integral part of this contract.

26.00 INTEGRITY PACT

M/s (Bidder) and NFL agree that Integrity Pact is a part of this contract and both the parties are bound by its provisions.

27.00 AMENDMENTS

Any amendments and additions to this contract shall be valid only if made in writing duly signed and stamped by both the parties.

28.00 TERMINATION

This contract shall be for an initial period of one year from the commencement date. Either party will have the right to terminate the contract by giving at least 30 days' notice in writing to the other party to expire at the end of the initial period or at any time after that.

Either party may terminate this contract by written notice to the other party at any time if that other party:

a) Commits a breach of this contract and , in the case of a breach capable of remedy, the party at

breach fails to remedy the breach within 15 days of being required to do so in writing except clause 2 (shipment schedule) and clause 3 (quality specification and method of analysis) of this contract.

b) Either party has declared force majeure, which has exceeded three months' time, and the party is unable to fulfill its responsibilities under the contract.

c) Becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

29.00 SEVERABILITY

Seller and Buyer agrees that if any of the provision of this Contract becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

30.00 CONFIDENTIALITY

The parties shall treat the terms and conditions of this contract as confidential and proprietary information during the validity of the contract and two years after the completion or termination of contract. Neither party shall disclose any such information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that no such consent shall be needed where such disclosure (i) is required by law, regulation, or regulatory agencies having jurisdiction over one of the parties or (ii) is made in connection with a party's assertion of a claim or defense in a legal proceeding, and that in either of these events, the party intending to make such disclosure shall advise the other party in advance and cooperate to minimize the disclosure of any such information except disclosure made by the buyer to inspection agency for carrying out inspection of the cargo, DOF, Receiver of the cargo and banks (for LC opening/CAD negotiation).

31.00 This contract is in confirmation to our Letter of Award/Intent _____dated:_____.

IN WITNES WHEREOF the parties hereto have signed this agreement on_____Day of____

SELLERS BUYERS

FOR AND ON BEHALF OF FOR AND ON BEHALF OF

M/S. NATIONAL FERTILIZERS LIMITED,

ANNEXURE-I

SPECIFICATIONS FOR PRILLED/GRANULAR UREA (BULK) FERTILIZER GRADE

DESCRIPTION: The material shall be in the form of white free flowing granules, prills or pellets or shots, shall be free from visible impurities and dust. The material must be chemically treated and coated to reduce Hygroscopicity.

NOTE The material shall be considered free flowing at the time of unloading, if the prills/ granules are separate from each other, the lumps or crust formed in the hatches of vessels are broken with slight pressure of fingers into separate prills/ granules and if the cliffs formed near the walls of the hatches can be broken by slight pressure with bamboo sticks/or iron rods.
The material shall also comply with the requirements specified in the Table below:-

Sl.	**Characteristics**	**Requirements**
1	Moisture percent by weight maximum	0.50
2	Total Nitrogen per cent by weight (On dry basis) minimum	46.00
3	Biuret per cent by weight, maximum	1.50
4.	Particle Size (Prilled)	The portion of the material passing through 2.8 mm IS SIEVE (Tyler Sieve 7) and retained on 1 mm IS SIEVE (Tyler Sieve 16) shall not be less than 90% by weight, and not more than 5% by weight shall pass through 1.00 mm IS SIEVE.
	OR PARTICLE SIZE (GRANULAR)	Minimum 90% of the material shall pass through 4 mm IS SIEVE (Tyler Sieve 5) and be retained on 2 mm IS SIEVE (Tyler Sieve 9). Not more than 5% shall be below 2 mm IS SIEVE.

METHOD OF ANALYSIS		
A	Nitrogen	2.4.03 AOAC(1995)
B	Biuret	2.4.23 AOAC(1995)
C	Moisture	D.4 (TFI,1982)
D	PARTICLE SIZE	IV A, TFI, (1982)
E	Sampling	2.1.01., AOAC (1995) OR IC 1, IC 2, (TFI - 1982) OR Schedule II A of FCO, 1985

NOTE:

I. The arrival of the material in white free flowing condition at Indian Ports will be guaranteed by the suppliers. For any deviation from the above specifications, Scale of Penalties as prescribed will apply.

II. Urea supplied shall be either in prilled or in granular form but no mix-up will be allowed in a vessel. The whole vessel must have same type of urea loaded in it. Combined shipment of prilled and granular urea even in separate holds of vessel is not permitted.

ANNEXURE-II

SCALES OF PENALTIES

The penalties for deviations in specifications found at discharge port shall be recovered on the basis of scale given below:

1. **NUTRIENT LOSSES**

Any deficiency up to a maximum of 1% beyond the tolerance limits prescribed under Fertilizer Control Order (FCO).	5 times of the CFR value (established on the basis of Market freight, in case of FOB Contracts) of the deficient Nutrient. In a non-standard fertilizer, the total deficiency beyond FCO specifications has to be counted for the purpose of computing Penalty/damages.
Deficiency beyond above limit.	As decided by the Expert Committee of Deptt. of Fertilizers, Govt. of India.

2. With regard to penalty/damages on excess moisture contents, the penalty will be levied on pro-rata basis. The scale of penalty will be prescribed as "two times the value of Fertilizer equivalent to excess moisture content in entire shipment by weight."
3. The penalty/damages on account of deviation in particle size which will be of two components:
   a) Penalty/damages on account of deficiency in particle size.
   b) Penalty/damages on account of excess over-size particle

   The net penalty/damages on account of particle size deviation would be total of its two components (a+b) which will be determined as under:
   i) Deficiency in particle size = Percentage of material below the lower sieve in the sample Minus Maximum permissible material below the lower sieve.
      The penalty/damages on account of deficiency will be 30% of the value of material equivalent to "deficiency" in particle size (defined above) in entire shipment.
   ii) Excess of over-size material = Percentage of material above upper sieve in the sample Minus Maximum permissible percentage above upper sieve.

   The penalty/damages on account of over-size will be "15% of the value of fertilizer determined as over-size in entire shipment".
   On account of deviation in particle size, the buyer can reject the entire cargo or part thereof on recommendation of DOF.

4. The buyer, as per directions of DOF reserves its right to reject and return the entire cargo at discharge port, if it is not found fit for direct agriculture use or declared 'Non-standard' as per the report of the CFQC&TI, Faridabad or any of other agency appointed by DOF.

5. In case the entire cargo is rejected at the discharge port and/or declared unfit for direct application as fertilizer, as evidenced by the quality report of CFQC&TI, Faridabad or any of its regional laboratory, the Seller shall refund landed cost of the cargo found unfit as well as all consequential Handling and distribution costs, exchange rate fluctuation, pro rata bank charges & insurance charges and other incidental charges as recovered/deducted by DOF and/or by Insurance Company thereof immediately on buyers first demand with value Date being date of initial payment to the seller, failing which penal interest at the rate of 18% p.a. on quarterly rest basis shall be payable up to the date of actual Remittance by the seller without waiting for umpire analysis or the result of umpire analysis. NFL shall be entitled to recover such additional cost and damages by all legal means including invocation of PBG .

ANNEXURE-III (A)

GENERAL SHIPMENT TERMS IN RESPECT OF FOBT CONTRACTS

1. Within 7 days of the conclusion of the contract, the Sellers will give to the Buyers and the Chief Controller of Chartering, Ministry of Shipping & Transport/DoF New Delhi a firm schedule showing the quantities available and the dates from which they would be available for each shipment. Sellers shall make available **a minimum of 45,000 tons of fertilizer 5% more or less at Buyer's option** at a time to enable the Buyers to Charter the vessel. The Buyers/ Chief Controller of Chartering have also the option to call the additional parcel of 3/4,000 Mts to enable them to Charter full loaders (subject to approval of NFL).

2. The Chief Controller of Chartering, Ministry of Shipping and Transport /Buyer will arrange and co-ordinate shipment of Fertilizer and will charter or arrange to charter a ship to move the fertilizers according to the schedule given by the Sellers or within 15 days after that date. If cargo is not available after ship has arrived in the port of loading according to schedule, the Sellers shall be responsible for the costs of demurrage of the vessel, and dead freight, if any, and all other consequential liabilities 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 valid in terms of governing charter party will be for sellers/shippers account.

3. Sellers to give approximate 10 days advance notice prior to commencement of lay days in respect of each parcel to buyers /Ministry of Shipping, New Delhi for finalizing/ nominating suitable vessels to sellers in required lay days.

4. Seller to expedite stem confirmation/clean acceptance of nominated vessel within 24 hours of receipt of nomination of vessel by buyers/Ministry of Shipping, New Delhi.

5. Vessels nominated by Buyers to be dry and clean.

6. The sellers agree to load from one/two safe port, safe berth(s)/ anchorage, always accessible from the port. In case, two berths are used for loading, shifting expenses including bunker oil consumed, tugs hire and crew's overtime will be to vessel's account and time for shifting not to count as lay time. However, vessel to be left in seaworthy trim to shift between berths/ports to master's satisfaction at seller's time and expense. Cost and time of more than one shifting is to be on sellers account.

7. No cargo is to be loaded in between deck, deep tanks, wing tanks, bunkers spaces. The Master to have the liberty of loading in such spaces for the purpose of stability of vessel but any extra time used and additional expenses incurred in loading into and/or discharging from such spaces (duly supported by the stowage plan) to be for Owners' account and laytime admissible will be calculated at half the specified rates for loading/discharging.

8. Owners guarantee that the vessel is fitted with cargo cranes capable of handling lifts of not less than 15 tons in union purchase, single wires, and all hatches working simultaneously with the necessary certification as provided under tackle regulations prevalent at the loading port concerned / Dock Safety Inspectorate. The vessel shall give free use of all available gears, cranes and power for same if required, but not exceeding the ordinary capacity for loading and discharging also lights for night work as on board. Cranemen/ Winch-men to be for Charterers' account. Charters' privilege discharging over

side, Owners allowing free use of all gears. Any time lost due to breakdown of cranes not to count and expenses incurred to be for Owners' account.

9. The sellers will load, stow and trim the vessel at the port of loading at the rate of 6000 MT per weather working day of 24 consecutive hours, Thursday (Saturday for non-Arab Gulf origin) afternoon, Friday(Sunday for non-Arab Gulf origin) and holiday excepted, at their own cost. Time shall not count between noon on Thursday (Saturday for non-Arab Gulf origin) and 8 AM Saturday (Monday for non-Arab Gulf origin) nor between 5 PM (1200 hours on Thursday – to read as Saturday for non-Arab Gulf origin) on the last working day preceding a legal holiday upto 8 AM on the first working day thereafter, unless used and if used actual time used to count unless the vessel is already on demurrage (wherever above days not applicable, then days to be taken as per load port regulations).

10. Port charges, quay dues and similar dues on ship for Owner's account. The Seller shall pay all dues and duties on the cargo in the country of origin/ shipment, including taxes on cargo. Freight tax, if any, on owner's account

11. Buyers to be responsible towards Sellers for dispatch money on all working time saved at loading port as per charter party terms.

12. First opening and last closing of hatches to be for owner's expense and time not to count. Time taken for initial draft survey & intermediate draft survey not to count as lay time.

13. The cargo shall be loaded by Seller/Shipper free of expenses and risk to the vessel but under the supervision of the Master. Overtime to the account of the party ordering it. Officer/Crew's overtime to owner's account. Overtime if ordered by port authorities same to be shared equally between owners and sellers at loading port.

14. Time to commence at 1300 hrs, if notice of readiness to load is tendered during office hours before noon- and 8.00 AM next working day if notice of readiness is tendered during office hours afternoon whether in 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 and holidays excluded unless used, in which case actual time used to count as laytime. If loading starts before commencement of time counting, only half of such time used to count. Logistical changes depending upon load port.

15. Any lighterage required at loading port will be on seller's account.

16. Buyers to ask for sellers/ shippers stem before fixing vessel definitely, stating at the same time the vessel's draft. Ministry of Shipping shall nominate vessel with all available details including draft. Supplier should indicate load port restrictions/ requirements.

17. Owners to give Seller/Buyers 7 running day's approximate notice of vessels expected readiness to load, stating approximate quantity required in metric tons, or cause such notice to be served on Shipper's port Representative. 5 running days definite notice of vessel load readiness at loading port will be given to Buyer/Sellers or their representative. Time of arrival to be telegraphically confirmed by the Master through email to imports@nfl.co.innot later than 72/48/24 hours in advance.

18. THE TERM “FOB AT LOADPORT” MEANS
    a) Loaded, stowed and trimmed on board overseas vessels at named port of export free of expense of buyer:
    b) That it shall be responsibility of the Sellers to do the following:
        i) Provide for, and pay and bear all charges incurred in placing goods actually onboard the vessel designated and provided by or for the buyers 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 vessel’s account.
        ii) Provide clean “ON BOARD” Ocean Bill of Lading marked ‘Freight payable’ as per CP.
        iii) Render Buyers or his authorized Agents assistance in obtaining the required documents issued in the country of origin or shipment or of both, as may be required for purpose of exportation or of importation of urea at destination country.

19. In case of two ports of loading preferred by the Sellers, all expenses including the the freight difference of additional port of loading will be to sellers account.

20. Demurrage at the loading port will be on seller’s account and it will be paid by Sellers to the Buyers at the rate stipulated in the Charter Party.

21. Sellers will be responsible for dead freight, if any and other related charges at load port, including consequential liabilities at load port, in case they fail or neglect to load the full cargo.

22. Seller/shipper to keep advised buyers/Ministry of Shipping, New Delhi of berthing/loading prospects on arrival of vessel at loadport and also keeps buyers/Ministry of Shipping New Delhi regularly informed about loading progress/status.

23. Once the vessel is fixed during the laydays offered and agreed by seller, berthing/loading of vessel at loadport shall be seller’s responsibility.

ANNEXURE-III (B)

GENERAL SHIPMENT TERMS IN RESPECT OF CFR CONTRACTS

1. The Sellers will arrange for chartering suitable vessels to load the agreed quantity in full ship loads and the Sellers are responsible for fulfilling the conditions of the Charter Party at the loading port and the Buyers or their nominees are responsible for fulfilling the conditions of the Charter Party at the discharging port. Vessels will be chartered on Ferticon Charter Party. Seller shall make available **minimum of 25,000 MT of Fertilizers 5% more or less at seller option** at each port.

2. In case chartered ships are utilized, the maximum use of Indian ships shall be made by the Sellers subject to Indian vessels being available at competitive freight rates.

3. Vessels will be chartered on the basis of one or two safe port/ berth/ anchorage on W.C.I. or ECI.
4. The Master to give 24 hour's notice of ETA at each discharge port to NFL

5. A sailing advice through email/Fax is to be sent by the Master to NFL at fert-ship2@nic.in/imports@nfl.co.in and to KRISHKHAD, NEW DELHI FAX: 011-24365808/24362072 on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded and estimated time of arrival at discharge port. Master to also email/Fax to NFL & DoF at fert-ship2@nic.in/imports@nfl.co.in/ and to KRISHKHAD, NEW DELHI FAX: 011-24365808/24362072 and fifteen days after sailing from loading port, giving latest expected time of arrival at port of discharge.

6. Master to give estimated dates of arrival to NFL at fert-ship2@nic.in/imports@nfl.co.in/, and to KRISHKHAD, NEW DELHI FAX: 011-24365808/24362072, 96 hours before vessel is due to arrive off Aden/Singapore and Master to again wireless to fert-ship2@nic.in/imports@nfl.co.in and to KRISHKHAD, NEW DELHI FAX: 24365808/24362072 her latest estimated date of arrival 72 hours after passing Aden / Singapore.

7. Cost of shifting to second berth/anchorage (if used) including fuel, to be for Owners account, Risk, expenses and time used in shifting not to count as laytime.

8. Vessel to have all the necessary Test Certificate covering vessel's gears in accordance with International Dock Safety Convention valid for the duration of the Charter. Vessel to be properly manned, equipped & supplied during entire navigation, fully and in every way fitted and suitable for the entire loaded cargo.

9. The cargo shall be discharged at the average discharge rate fixed for various ports as per Annexure IX for single decker vessel basis five or more available workable hatches/holds and pro-rata for less number of available, workable hatches/holds per weather working day of 24 consecutive hours, Saturday afternoon, Sundays and holidays excepted, even if used, provided vessel can receive and deliver at these rates. Time shall not count between noon on Saturday and 8 AM on Monday, and not between 5 PM (noon if Saturdays) on the last working day preceding a legal holiday and 8 AM on the first working day thereafter even if used unless the vessel is already on demurrage. Time shall begin to count from 24 running hours after vessel's arrival within port limits and valid notice of readiness (NOR) i.e. ready in all respects tendered and accepted during official working hours(i.e. 10.00 hrs to 17.00 hrs on week days and 10.00 hrs to 12.00 hrs on Saturdays) at each discharging port reported in free pratique whether in berth or not, but not between the hours of 5 PM (1200 hours on Saturdays) and 10AM on a week day or during any of the periods above exempted even if used unless (at discharging

port) the vessel on arrival already on demurrage. Charterers have the right to work during excepted periods, such time used not to count as lay time.

10. Surf days not to count as weather working day, unless used, and when used, actual time used to count for which Buyers shall prove to Sellers the relevant certificate issued duly signed by port authorities or any other competent authority.

11. Rigging gangs employed at discharging port to be on the Suppliers/Owners/Ship's crew account.

12. Vessel chartered should be suitable for grab discharge and no cargo is to be loaded in twin decks, deep-tanks, wings tanks or bunker spaces or other place inaccessible to grabs. The Master to have liberty of loading in such spaces for the purpose of stability of the vessel but any extra time used and additional expenses incurred by reason of loading into and or discharging, from such spaces not easily accessible are to be for Owners' account and the discharge rate for this cargo will be reckoned at half of the specified rate of loading/discharge for the purpose of working of laytime.

13. Vessel (its holds, hatches, hatch covers, tank tops, coamings, tracks, overheads etc.) to be dry and clean free from residue, odour, rust etc. of previous cargo duly certified so by a reputed recognized inspection agency.

14. Vessel to be kept/remain in sea-worthy trim while navigating to shift between port and berths at both ends to Master's satisfaction at Seller's expense.

15. Cost of first opening and last closing of hatches to be for Owners/Sellers' account, and time used not to count for all opening and closings. Time taken for initial draft survey & intermediate draft survey not to count as lay time.

16. The owners/ sellers shall ensure that the vessel offered at the named discharge port, is suitable to match with the specifications of the port, including LOA, Beam and permissible draft, for berthing and discharge operations. In case the vessel's specifications do not match with the port specifications, the owners/seller will be liable and responsible for all cost as to consequences, including lightening of the vessel and lay time to commence only from berthing of the vessel after lightening. Accordingly the quantity lightened from the vessel for berthing to be excluded from the B/L quantity for working out the lay time allowed (LTA).

17. The offered vessel shall be fitted/ loaded with grabs/ holds suitable for facilitating discharge and in case of geared vessels, the seller shall guarantee that the vessel is fitted with cargo gear, cranes, ropes, slings, winches, and derricks in good working condition, capable of handling the rated capacity of minimum 25 MT SWL. Master also to give free use of vessel's lighting/ power as on board, if required.

18. Discharging port stated in Bills of Lading is not necessarily final discharging port. Final discharging port suitable for the vessel is to be declared by KRISHKHADNEW DELHI/NFL NOIDA' latest on vessel passing Aden/Singapore in response to Master's telegram to Buyers giving 96/48 hours' notice of ETA ADEN/Singapore.

19. The vessel shall give free use of all available gear for discharging and also lights for nightwork as on board winchmen from crew to be used if permitted otherwise, shore winchmen to be for Buyers'

account. Buyers' privilege discharging overside, Owners allowing free use of gear, winches and derricks.

20. Owners are to give name of agents at discharging port(s) to KRISHKHAD/ NFL at imports@nfl.co.in / Fax No. 91- 120- 2412397 within 48 hours of receipt of discharging port orders.

21. The Sellers shall pay to the Buyers or their nominee, dispatch money at the rate as mentioned in the Charter Party, not exceeding US $ 6000 per day and pro-rata for part of a day for all lay time saved at discharge port. Demurrage/Dispatch rate shall not exceed USD 12000/6000 per running day. In case such rates are higher than USD 12000/6000 per day, prior approval of the buyers should be obtained.

22. Lighterage, if any, at the discharging port(s) to be at Receivers' risk and expense subject to Clause 16.

23. It is agreed that Receivers shall have to sign the statements of facts and other customary documents together with the Master of the Vessel and ships agents.

24. The Sellers undertake, to advise the Buyers and KRISHKHAD/ Buyers by email the name of vessel, total quantity loaded, the date of vessel's departure, speed, estimated draft before and after, expected date of arrival at the Indian Port(s), full name and postal address of the owners of the vessel and name and postal address of their agents in India within 48 hours of the sailing of the vessel.

25. Two (2) copies of the Charter Party to cover each shipment should be air-mailed to the Buyers by Sellers within seven days of the sailing of the vessel.

26. Overtime for the account of the party ordering it. Officers' and Crews' overtime to be always on Owners' account. Overtime if ordered by disport authorities to be shared equally between ship-owner or sellers and Receivers.

27. Sellers are to ensure that liberties, victories and other war built vessels are avoided for the shipment of the cargo. They should also not seek vessels of more than 15 years age. In case of necessity of booking vessels older than 15 years the Sellers shall take the prior approval of the Buyers and overage insurance premium would be on Seller's account. It may be noted that vessels older than 25 years shall not be accepted for shipment.

28. Vessels which are to be chartered by the suppliers, should be as per discharge port restrictions/requirements. Vessel should be single Decker and should have Macgregor type/folding type steel workable hatch cover. Vessel should be suitable for grab discharge. No cargo is allowed to be loaded in between decks, deep/wing tanks, bunker space etc. For any relaxation of the above conditions prior approval of buyer should be obtained.

29. Before, finally confirming the vessel, approval from NFL will be obtained giving full details of the vessel and other relevant details as per GIC Performa for obtaining GIC approval and others like dispatch/demurrage etc.
    - whether ISM regulation has been complied with and validity period
    - Name of Hull Underwriters, if vessel not insured.
    - Reasons therefore
    - Name & fill address of the Disponent owners if any

- Name of the vessel with ex-name, if any
- Flag
- Classification
- Year Built/ GRT/NRT
- Name of the Registered owners
- Name of the Manager, if any
- / Name of the P&I club of the vessel operator names above
- Name of the Characters, if any
- Whether voyage charter or time charter
- Loading port/discharging port
- Nature of cargo
- Name & address with Tel. No. & Fax No. of the agent at loading port
- Name of the supplier
- On whose behalf Bill of Lading is to be signed (name of the company to be mentioned)
- Name of the underwriters.

30. Overage insurance premium if any, due to vessel's age, class and flag shall be to suppliers account.

31. Sellers would be liable to furnishing all relevant vessel particulars/classification to enable the buyer to obtain General Insurance Corporation (GIC) approval before the vessel is finally accepted. Any extra premium charged by the insurance company towards non-approval of vessel would be to Seller's account.

32. Vessel to consigned to receivers agents at disport for entry with port and customs. Owner paying customary agency fee.

33. All vessel related charges including composite berth hire charges to be on owners account.

34. The terms as per contract would override terms of individual charter party unless deviations are specifically accepted in writing.

35. Sellers shall be responsible to Buyers for any/all acts of omission and commission by or on behalf of ship-owners.

ANNEXURE-IV

BID BOND PERFORMA

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

M/s. NATIONAL FERTILIZERS LIMITED (NFL),
Corporate Office : A-11, Sector-24,
Noida-201301, Dist. Gautam Budh Nagar (UP)
India

Dear Sirs,

1. WHEREAS M/s. _____ (offeror) has offered to supply a quantity of _____ MTs (+/- 5%) of UREA to National Fertilizer Limited (NFL) vide NFL's Tender NO._____ and the offer or is required to submit a Bid-Bond in US Dollars at the rate of USD _____ PMT for the quantity offered (including plus tolerance) along with the offer as a guarantee for fulfillment of all the terms and conditions of subsequent sale, we (Bank with full address) hereby guarantee and undertake to pay immediately on first demand by NFL, the amount of US$ _____ in case the offeror fails to perform any or all the obligations, undertaken by him as per NFL's acceptance without any reservation, protest, demur and recourse to said offeror. Any such demand in writing made by NFL shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror. This Guarantee shall be irrevocable and shall remain valid till _____ in New Delhi.

2. Notwithstanding anything mentioned herein before, our liability under the Guarantee is restricted to USD _____ (US Dollars _____ _____ only) and it will remain in full force up to _____ unless a claim under the Guarantee is filed against us on or before _____ all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities therein. We,_____ Bank further agree that the Guarantee herein contain shall not be affected by change in the terms of purchase originally offered by the offeror.

3. This bond shall be governed by Indian Laws and will be subject to the jurisdiction of courts at New Delhi in India alone.

Dated: For

Place: Bank

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

ANNEXURE V

PERFORMANCE BANK GUARANTEE PERFORMA

(To be issued by a Scheduled bank but except Cooperative Bank and Gramin Bank in Delhi on stamp paper of appropriate value)

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

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

Signed and delivered this_____ day of _____
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:
Note: Conditional PG Bond will not be accepted. PG Bonds to be furnished in US Dollars only.
PG Bond in Indian Rupees will not be accepted.

ANNEXURE-VI

DOCUMENTS REQUIRED FOR ACCREDITATION

The bidders must submit the following documents towards accreditation (category-wise).
(To be filled in English language, printed on firm's letterhead & duly signed)

1) Copies of Bills of Lading or Commercial Invoices indicating applying firm's name and Urea supplies made to India for at least two years in last five years. (Category-II)
2) Firm's Profile, History & Organization Structure. (All Categories)
3) A certificate that the bidders, their associates, Sister concerns, etc. have not been delisted/black listed/put on holiday by any Institutional Agency/Govt. Deptt./Public Sector Undertaking/canalizing agency/STE in last 5 years. (All Categories)
4) Other Details (All Categories)
   a) Firm's Name:……
   b) Contact Address:……
      Phone no:…… Fax no:……..e-mail:…….
   c) Contact Person:……..Number:……e-mail:……..
   d) Details of Firm's CEO & Directors: ……
   e) Name of Indian Agent & Type of Agreement (if any):……
   f) Latest Bank Reference letter issued w.r.t. to this accreditation application of Supplier. (Category-II & III only)
   g) Valid credit rating as evaluated by any of the following three agencies – Standard & Poor's/ Moody's Investor Service/ Dun & Bradstreet (Date of rating should not be more than 6 months old/12 months old As detailed at Clause 10.01). (Category-III only)
   h) Name, address, email, telephone/mobile and fax no of Indian representative for the purpose of communication and who are authorized to submit the documents on behalf of the principal, producer/supplier.

Yours faithfully,

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

ANNEXURE-VII

(ON THE LETTERHEAD OF THE MANUFACTURER / PRINCIPALS)

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

RE: LETTER OF AUTHORITY

TENDER NO._____DT._____

Dear Sir,

We _____ (Name of the Tenderer) organized and existing under the Laws of_____ (Name of the Tenderer's country) having its registered/principal office at_____ hereby appoint _____ Agency (Name of the agent) at _____ as our agent to do in our name all or any of acts mentioned herein under concerning the above noted tender for supply of urea to NFL :

1. To sign and submit bid on our behalf and participate in the above noted tender.
2. To receive letter of intent/order from NFL on our behalf and to sign relevant documents in connection therewith.
3. To do all other acts in connection with the above tender as our agent.

We do hereby agree to ratify and confirm whatsoever our said agent shall do or cause to be done by virtue of this Letter of Authority.

This Letter of Authority comes into effect on and after _____ (mention date, month and year) and shall remain in full force and effect until revoked by our further notice in writing to NFL.

Yours faithfully,

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

Signature of Authorized
Person(s) of Local Agent

1._____

2. _____

Signature of local agent's authorized person is duly attested
(to be signed by the representative issuing this letter of authority)

ANNEXURE VIII

PROFORMA FOR LETTER OF CREDIT
From any Indian/Foreign Banks (at the option of Buyer)

40 A	FORM OF DOCUMENTARY CREDIT	IRREVOCABLE
20	TRANSACTION REFERENCE NUMBER DOCUMENTARY CREDIT NUMBER :	XXXXXXXX
31 C	DATE OF ISSUE :	
31 D	DATE AND PLACE OF EXPIRY	
51	APPLICANT BANK	
50	APPLICANT:	NATIONAL FERTILIZERS LIMITED CORPORATE OFFICE, A-11, SECTOR-24, NOIDA- 201301,DIST. GAUTAM BUDH NAGAR (UP), INDIA
59	BENEFICIARY:	
32 B	CURRENCY CODE, AMOUNT :	
39 A	VARIATION IN QUANTITY AND L/C AMOUNT:	+/- 5%
41 A	AVAILABLE WITH/BY :	
42 A	DRAWEE BIC:	
42 C	DRAFTS AT:	SIGHT
43 P	PARTIAL SHIPMENTS :	NOT ALLOWED
43 T	TRANS-SHIPMENT :	NOT ALLOWED
44 E	LOADING ON BOARD/ DISPATCH/ TAKING IN CHARGE AT/FROM	
44 F	FOR TRANSPORTATION TO:	
44 C	LATEST DATE OF SHIPMENT:	
45 A	DESCRIPTION OF GOODS AND/OR SERVICES:	MTS +/- 5% BULK UREA 46 PCT MINIMUM NITROGEN FERTILIZER GRADE AT A PRICE OF USD……. PMT CFR FO, INDIA

46 A DOCUMENTS REQUIRED:

1. COMMERCIAL INVOICE IN THREE ORIGINALS AND SEVEN CERTIFIED COPIES IN THE NAME OF NATIONAL FERTILIZERS LIMITED, NOIDA CERTIFYING THAT THE GOODS SHIPPED ARE AS PER CONTRACT NO…… DATED……..
2. ALL THREE ORIGINAL NEGOTIABLE COPIES OF BILL OF LADING MENTIONING " CLEAN SHIPPED ON BOARD AND MARKED" FREIGHT PAYABLE AS PER CHARTER PARTY AND THREE NON-NEGOTIABLE COPIES THEREOF, SHOWING MINISTRY OF CHEMICALS AND FERTILIZERS (DEPARTMENT OF FERTILIZERS) GOVT. OF INDIA AS CONSIGNEE AND NOTIFY PARTY AS THE NATIONAL FERTILIZERS LIMITED, NOIDA. .CHARTER PARTY BILL OF LADING ACCEPTABLE PROVIDED IT BEARS AN ENDORSEMENT THAT ALL TERMS AND CONDITIONS OF THE RELEVANT CHARTER PARTY ARE DEEMED TO HAVE BEEN INCORPORATED THEREIN. BL SIGNED BY FREIGHT FORWARDERS NOT ACCEPTABLE. IN THE BILL OF LADING (B/L), SHIPPER COLUMN MUST INDICATE THE NAME OF THE SUPPLIER.
3. ONE OR TWO ORIGINAL CERTIFICATE OF ORIGIN ALONG WITH FIVE COPIES THEREOF DULY SIGNED/ISSUED BY CHAMBER/ MINISTRY OF COMMERCE, INDUSTRY OR TRADE AND/OR ANY OTHER COMPETENT AUTHORITY CERTIFYING THEREIN THE COUNTRY OF ORIGIN OF GOODS. FOR CHINESE ORIGIN CARGO, CERTIFICATE OF ORIGIN ISSUED BY 'CHINA COUNCIL FOR THE PROMOTION OF INTERNATIONAL TRADE' IS ACCEPTABLE.
4. ONE ORIGINAL AND A COPY OF LOAD PORT DRAFT SURVEY REPORT ISSUED BY BUYER'S INSPECTION AGENCY.
5. BENEFICIARY/ SELLER'S ORIGINAL CERTIFICATE OF INSPECTION ALONG WITH THREE COPIES SHOWING QUALITY, QUANTITY, WEIGHT AND METHOD(S) OF ANALYSIS ADOPTED, ACCORDING TO SPECIFICATIONS AND METHOD OF ANALYSIS MENTIONED BELOW AND THE SAME BEING CERTIFIED BY THE OPENERS INSPECTION AGENCY:

S.NO.	CHARACTERISTICS	REQUIREMENTS
1.	Moisture percent by weight maximum	0.50%
2.	Total Nitrogen percent by weight (on dry basis)minimum	46.00%
3.	Biuret percent by weight, maximum	1.50%
4 (a).	PARTICLE SIZE (PRILLED)	The portion of the material passing through 2.8 mm IS SIEVE (Tyler Sieve 7) and retained on 1 mm IS SIEVE (Tyler Sieve 16) shall not be less than 90% by weight, and not more than 5% by weight shall pass through 1.00 mm IS SIEVE.
	OR PARTICLE SIZE(GRANULAR)	Minimum 90% of the material shall pass through 4 mm IS SIEVE and be retained on 2 mm IS SIEVE. Not more than 5% shall be below 2 mm IS SIEVE.
4 (b)	**METHOD OF ANALYSIS**	
	Nitrogen	2.4.03 AOAC(1995)
	Biuret	2.4.23 AOAC(1995)
	Moisture -	D.4 (TFI,1982)
	PARTICLE SIZE	IV A, TFI, (1982)
	Sampling	2.1.01., AOAC (1995) ORIC 1, IC 2, (TFI 1982) OR Schedule II A of FCO, 1985

6. (A)ONE ORIGINAL ALONG ONE ORIGINAL ALONG WITH THREE COPIES OF CERTIFICATE OF INSPECTION ISSUED BY OPENER'S INSPECTING AGENCY__SHOWING THE ANALYSIS AND WEIGHT AND THE METHOD OF ANALYSIS ADOPTED, STRICTLY AS PER SPECIFICATIONS AND METHOD OF ANALYSIS AS MENTIONED AT FIELD 46A CLAUSE NO.5 ABOVE.
(B)ONE ORIGINAL AND THREE COPIES OF A SEPARATE QUALITY CERTIFICATE ISSUED BY BUYER'S INSPECTION AGENCY.

7. COPY OF TRANSMITTED E-MAIL SENT BY THE BENEFICIARY TO NFL (imports@nfl.co.in) INFORMING ABOUT DESPATCH OF TWO ORIGINALS OF LOAD-PORT QUALITY CERTIFICATES (ISSUED BY N F L 'S DESIGNATED LOADPORT INSPECTION AGENCY) DIRECTLY BY BENEFICIARY TO N F L THROUGH A FIRST CLASS INTERNATIONAL COURIER WITHIN 3 WORKING DAYS AFTER DATE OF SAILING OF VESSEL FROM LOAD PORT. THE SAID E-MAIL SHOULD SHOW FOLLOWING ATTACHMENTS HAD BEEN SENT WITH THE E-MAIL:-
   (a) SCAN COPY OF LOADPORT QUALITY CERTIFICATES
   (b) COPY OF COURIER RECEIPT (SHOWING BENEFICIARY AS CONSIGNOR/SENDER) MENTIONING DETAILS OF COURIER NUMBER, DATE, ETC.

8. CERTIFICATE FROM THE BENEFICIARY TO THE EFFECT THAT THE FOLLOWING DOCUMENTS HAVE BEEN DESPATCHED TO NFL, NOIDA ADDRESS MENTIONED ABOVE BY INTERNATIONAL RECOGNIZED COURIER. COPY OF COURIER RECEIPTS TO FORM PART OF NEGOTIABLE DOCUMENTS.
   A) 3 NON NEGOTIABLE COPIES OF BILL OF LADING
   B) 3 COPIES OF COMMERCIAL INVOICES
   C) 3 COPIES OF CERTIFICATE OF ORIGIN

9. COPY OF FAX/EMAIL MESSAGE SENT BY BENEFICIARY TO N F L SENT WITHIN 24 HRS AFTER DEPARTURE OF THE VESSEL FROM LOADPORT GIVING DETAILS OF NAME OF VESSEL, DATE OF SAILING, QUANTITY SHIPPED, B/L NO. AND DATE, AND INVOICE NO., DATE & VALUE.

10. CERTIFICATE FROM THE BENEFICIARIES/ MANUFACTURERS THAT THE MATERIAL SUPPLIED UNDER THE CONTRACT IS CORRECT AS TO QUANTITY AND QUALITY AND SPECIFICATIONS AS MENTIONED AT FIELD 46A CLAUSE NO. 5 ABOVE, RATE, TOTAL VALUE AND THE PAYMENT IS DUE IN ACCORDANCE WITH THE TERMS OF THE CONTRACT AT THE TIME OF PRESENTATION OF DOCUMENTS.

11. CERTIFICATE OF CLEANLINESS OF HOLDS ISSUED BY THE OPENER'S INSPECTION AGENCY.

12. BENEFICIARY IS REQUIRED TO SEND BY FAX/E-MAIL COPIES OF ALL NEGOTIABLE DOCUMENTS TO NATIONAL FERTILIZERS LIMITED, NOIDA, E-mail-id-imports@nfl.co.in BEFORE NEGOTIATION OF THIS LC. BENEFICIARY'S CERTIFICATE TO THIS EFFECT FORMS PART OF NEGOTIABLE DOCUMENTS.

13. TWO ORIGINAL ALONG WITH TWO COPIES EACH OF STOWAGE PLAN.

14. A CERTIFICATE FROM THE MASTER OF THE VESSEL OR ITS AGENT CERTIFYING THAT THE SHIPMENT IS BY SEAWORTHY VESSEL AND CLASSIFIED 100 A-1 BY LLOYDS OR EQUIVALENT CLASS.

15. IN CASE OF CFR FO CONTRACT, A CERTIFIED COPY OF NOR (NOTICE OF READINESS) TENDERED AND ACCEPTED BY RECEIVERS OR THEIR AGENTS AT THE NOMINATED INDIAN DISCHARGE PORT (FOR CATEGORY-III SUPPLIERS ONLY)

16. COPY OF COURIER RECEIPT (AS PER BENEFICIARY'S E-MAIL AT FIELD 46A CLAUSE NO. 7 ABOVE) THROUGH WHICH TWO ORIGINALS LOADPORT QUALITY CERTIFICATES WERE SENT DIRECTLY BY THE BENEFICIARY TO NFL WITHIN 3 WORKING DAYS AFTER DATE OF SAILINGOF VESSEL FROM LOADPORTS.
17. IN CASE OF SHIPMENTS FROM INSIDE OF STRAIT OF HORMUZ, A CERTIFIED COPY OF NOR (NOTICE OF READINESS) TENDERED AND ACCEPTED BY RECEIVERS OR THEIR AGENTS AT THE

NOMINATED INDIAN DISCHARGE PORT.

47 A ADDITIONAL CONDITIONS:

1. ALL BANK CHARGES AND OTHER CHARGES INCLUDING LEVIES, TAXES ETC. OUTSIDE INDIA ARE FOR BENEFICIARY'S ACCOUNT. L/C AMENDMENT AND EXTENSION CHARGES WILL BE TO THE ACCOUNT OF THE PARTY RESPONSIBLE FOR OCCASIONING THE EXTENSION/ AMENDMENT AND THE DECISION OF THE OPENER IN THIS REGARD WILL BE FINAL.

2. INVOICES TO QUOTE

   (A) CONTRACT NO._____DATED_____.
   (B) THIS IRREVOCABLE LETTER OF CREDIT NO. & DATE.
   (C) IMPORT IS COVERED UNDER NON NEGATIVE LIST OF IMPORT EXPORT POLICY 2015-2020

3. THIRD PARTY DOCUMENTS EXCEPT INVOICE AND DRAFT ARE ACCEPTABLE.
4. TOLERANCE OF PLUS OR MINUS 5 PER CENT ALLOWED IN QUANTITY AND VALUE.
5. USD_____WILL BE DEDUCTED FOR EACH DISCREPANCY IN THE DOCUMENT.
6. DISCREPANT DOCUMENTS WILL BE SENT STRICTLY ON COLLECTION BASIS.
7. NEGOTIATION UNDER RESERVE IS NOT PERMITTED.
8. ALL DOCUMENTS TO BE IN ENGLISH LANGUAGE HOWEVER DOCUMENTS ISSUED IN ENGLISH TOGETHER WITH OTHER LANGUAGE(S) ARE ALSO ACCEPTABLE.
9. SATURDAY WILL NOT BE TREATED AS A BANKING DAY.
10. NEGOTIATING BANK WILL BE PROVIDED WITH THE REIMBURSEMENT AUTHORIZATION WITHIN 5 (FIVE) INTERNATIONAL BANKING DAYS AFTER RECEIPT OF DOCUMENTS AT THE COUNTER OF THE LC OPENING BANK IF THE DOCUMENTS ARE STRICTLY AS PER LCTERMS.
11. EXCEPT AS OTHERWISE EXPRESSLY STATED THIS DOCUMENTARY CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDIT 2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.
12. SELLERS ARE REQUIRED TO INFORM THE FOLLOWING DETAILS TO THE BUYERS BY FAX/EMAIL IMMEDIATELY ON NEGOTIATION OF DOCUMENTS UNDER BUYER'S LC TO FACILITATE THE BUYER'S TO PROVIDE NECESSARY FUNDS IN THEIR BANK ACCOUNT TO HONOUR THEIR DOCUMENTS.
    i. DATE OF NEGOTIATION
    ii. AMOUNT NEGOTIATED
    iii. EXPECTED DATE OF RECEIPT OF DOCUMENTS AT OPENING BANK'S COUNTER.

13. CONTRACT NO. & DATE AND L/C NO. & DATE MUST BE MENTIONED ON ALL B/Ls, QUALITY CERTIFICATES, CERTIFICATES OF ORIGIN AND COMMERCIAL INVOICES.
14. L/C MAY BE CONFIRMED AT THE REQUEST AND COST OF THE BENEFICIARY.

71 B **DETAILS OF CHARGES NARRATIVE**: ALL BANKING CHARGES OUTSIDE INDIA ARE TO THE ACCOUNT OF BENEFICIARY.
48 **PERIOD OF PRESENTATION**: DOCUMENTS TO BE PRESENTED NOT LATER THAN 21 DAYS FROM B/L DATE.
49 **CONFIRMATION INSTRUCTIONS:** MAY ADD AT THE REQUEST AND COST OF THE BENEFICIARY
78 INSTRUCTIONS TO THE PAYING/ACCEPTING BANK: DOCS TO BE FORWARDED BY COURIER TO
57 A ADVISE THROUGH BANK: _____

Note: This is a draft L/C, however, NFL may make necessary changes as per specific requirement of supplier/ NFL.

ANNEXURE – IX

DISCHARGE RATE FOR DIFFERENT INDIAN PORTS

(Basis five or more available workable hatches and prorata for less number of workable hatches per weather working day of 24 consecutive hours, Saturday afternoon, Sundays and holidays excepted, even if used. **Notice of Readiness tendered and accepted during official working hours (i.e. 1000 hours to 1700 hours Monday to Friday and 1000 hours to 1200 hours on Saturday)**

S. No.	Name of Discharge Port	Discharge Rate (MT) per day
1	Deendayal (Ex. Kandla) Gujarat	10,000
2	Pipavav, Gujarat	10,000
3	Karaikal, Puducherry	10,000
4	Krishnapatnam, Andhra Pradesh	10,000
5	Kakinada Deep Water, Andhra Pradesh	12,000
6	Vizag, Andhra Pradesh	10,000
7	Mundra, Gujarat	10,000
8	Rozy, Gujarat	7,500
9	Gangavaram, Andhra Pradesh	10,000
10	Adani Tuna Bulk Terminal, Gujarat	10,000
11	Adani Dhamra , Odisha	10,000
12	Paradip (PICT) Odisha	10,000
13	New Mangalore	8,000
14	Tuticorin	8,000
15	Adani Hazira	10,000
16	Adani Dahej	10,000
17	Jaigarh	10,000

Gearless Panamax vessels will be accepted at Pipavav, Kakinada Deep Water, Adani Tuna Bilk Terminal, Mundra, Rozy, Krishnapatnam, Gangavaram, Karaikal and Paradip (PICT). Vessels fixed for all other ports should be capable to achieve prescribed discharge rates by shipcranes.

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ANNEXURE-X

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 bidder and NFL.)

National Fertilizers Limited (NFL) herein after referred to as "The Principal"

AND

_____Herein after referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends toward, under laid down organizational procedures, contract/s for supply of prilled / Granular Urea in loose bulk (46% Nitrogen Minimum – Fertilizer grade) against tender no. NFL/UREA/2026-27/02 dated 27.11.2026. 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.

Action 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 reason.

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.

NATIONAL FERTILIZERS LIMITED

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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.
- 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)

NATIONAL FERTILIZERS LIMITED NFL

(Office Seal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

Place : Noida

Date: 27.11.2026

Witness1:

(Name & Address)

VINEET JAIN

NFL, Noida

Witness2:

(Name & Address)

CHETNA KANDPAL

NFL, Noida

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure-XI

SPECIAL INSTRUCTIONS TO TENDERERS

1. **Mode of Tendering:**

National Fertilizers Ltd. has decided to do procurement of Fertilizers against this tender through e-tendering. The NIT is available on website 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 (ED, Marketing) Contact No.- +91- 9310905736 Email –anilmotsara@nfl.co.in	Name - Dileep Kumar (CM-Imports) Contact No.- +91- 9717731625 Email – imports@nfl.co.in

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

a) 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.

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

c) 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.

d) 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.

e) 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.

f) 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

a) 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.

b) 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.

c) 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

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

b) 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.

c) 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.

d) 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

a) 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.

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

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

d) 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.

e) 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.

f) 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.

g) 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.

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

i) 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.

j) 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

a) 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.

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

13. **Tender Opening:**

The tenders will be opened electronically by NFL from Noida office. The submission of bids shall be done by vendors from their office or from place of their choice. However bids cannot be submitted after the bid submission due date & time as per the schedule. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically **M/s. National Fertilizers Limited-Noida**

Annexure XII

QUANTITIES OF UREA BEING OFFERED FOR SHIPMENT FROM LOADPORTS LATEST BY 31.01.2027

A. FOR DISCHARGE PORTS AT EAST COAST OF INDIA (ECI) TENDERED QUANTITY (+/-5%): 7,00,000 MT			
Sr. No.	**COUNTRY OF ORIGIN INCLUDING LOAD PORT**	**QUANTITY (MT) ON LOAD PORT BASIS (SPECIFY LOAD PORT)**	**QUANTITY OFFERED FOR DISCHARGE PORTS IN EAST COAST OF INDIA (ECI) (SPECIFY PORTS ON ECI)**

B. FOR DISCHARGE PORTS AT WEST COAST OF INDIA (WCI) TENDERED QUANTITY (+/-5%): 8,00,000 MT			
Sr. No.	**COUNTRY OF ORIGIN INCLUDING LOAD PORT**	**QUANTITY (MT) ON LOAD PORT BASIS (SPECIFY LOAD PORT)**	**QUANTITY OFFERED FOR DISCHARGE PORTS IN WEST COAST OF INDIA (WCI) (SPECIFY PORTS ON WCI)**

(*) Quantities being offered to be indicated discharge port wise. The tendered quantities mentioned above are subject to revision based on the final outcome of the tender

Notes:

i. Bidders must clearly indicate specific quantity offered for arrival as indicated above. Bidders are also required to furnish specific tonnage offered from each port of shipment indicated by them. Such quantities shall be clearly mentioned as “firm quantities”. Offers mentioning “supplier’s option” are liable to be rejected.
ii. Please also indicate the facilities/restrictions, if any, at port of loading including the LOA, Width, Beam, Draft available, loading rate etc.
iii. Please note that quantities offered have to be firm quantities with stipulated tolerance of (+/-5%). Quantities should not be offered in range like 100,000-110,000 MT etc. Offers with range of quantity as well as more than stipulated tolerance of (+/-) 5% are liable to be rejected at sole discretion of NFL.
iv. Tolerance: Tolerance in offered quantity (in percentage):
In case of FOB Contracts : (+/-) 5% at Buyers’ Option
In case of CFR Contracts :(+/-) 5% at Sellers’ Option

Date:
Place:

(Signature of Authorized Person)

ANNEXURE-XIII

CERTIFICATE No. 1 & 2
(In compliance of Order (Public Procurement No.4)/OM dated 23.02.2023 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)*

Tender No. NFL/UREA/2026-27/01 Date:

To,
GM, Marketing
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 **(Public Procurement No.4)/OM dated 23.02.2023** 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-XIV

DISCIPLINARY MEASURES

Debarment of firms from Bidding (Holiday/De-listing/Black-listing)

1. Debarment is classified under following two types:

(i) In cases where debarment is proposed to be limited to only NFL, the appropriate Orders can be issued by NFL, thereby banning all its business dealing with the debarred firm.

(ii) Where it is proposed to extend the debarment beyond the jurisdiction of NFL i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

2. Firm: The term 'firm' or 'bidder" has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
   a. Whether the management is common;
   b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
   c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it hasa controlling voice.
   d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
   e. All successor firms will also be considered as allied firms.

4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

Debarment by NFL, limited to only NFL-

5. Orders for Debarment of a firm(s) shall be passed by NFL, keeping in view of the following:

   a. A bidder or any of its successors may be debarred from participating in any procurement process fora period not exceeding two years.
   b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017 given below-

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) prohibition of
   (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
   (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
   (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairnessand

the progress of the procurement process.

(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuringentity.

c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of NFL, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "BidSecuring Declaration" etc.

d. Before issuing the debarment order against a firm, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

e. List of debarred firms will be maintained, which will also bedisplayed on NFL's website for all units of NFL.

6. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal as per their rules for GeM portal hence these debarred firms will not be eligible to participate in NFL's tenders in GeM only.

Debarment across All Ministries /Departments / Other PSUs (State as well as Centre)/ Departments/ Central Public Sector Undertakings (CPSUs)/ State Public Sector Undertakings

7. Where NFL is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments, NFL can forward such debarment proposal to DoE through DoF. DoE may issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. Rule 151 of GFRs, 2017 is given below-

A bidder shall be debarred if he has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. (A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Debarment of commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

8. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in NFL.
9. Before forwarding the debarment proposal to DoE through DoF, reasonable opportunity shall be given tothe concerned firm to represent against such debarment (including personal hearing, if requested by firm).
10. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.
11. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by NFL after the issue of a debarment order.
12. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

Revocation of Orders

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
14. A debarment order may be revoked before the expiry of the Order, by the competent authority of DoE,if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

Other Provisions (common to both types of debarment)

15. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by competent authority. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally calledas technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in thecases of risk purchase, no contract should be placed on such debarred firms.
16. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
17. Contracts concluded (awarded) before the issue of the debarment order shall, not be affected by the debarment Orders.
18. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortiumis debarred all partners will also stand debarred for the period specified in Debarment Order. The names ofpartners should be clearly specified in the "Debarment Order".
19. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
20. The period of debarment shall start from the date of issue of debarment order.
21. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.