



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**  
**Empanelment & Appointment of**  
**Load Port Inspection Agencies for**  
**Inspection of Urea fertilizer at Overseas Loadport**

20<sup>th</sup> June, 2023

E-Tender ID: 2023\_NFL\_157958\_1

	<b><u>NATIONAL FERTILIZERS LIMITED</u></b>
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**Subject:- NOTICE INVITING TENDER – FOR EMPANELMENT & APPOINTMENT OF INTERNATIONALLY REPUTED INDEPENDENT THIRD PARTY INSPECTION AGENCIES/ SURVEYORS FOR INSPECTION OF UREA FERTILIZER AT OVERSEAS LOADPORTS**

**Brief of Company:-National Fertilizers Limited (NFL)** is an Indian Public Sector Undertaking under Ministry of Chemicals and Fertilizers. NFL is one of the canalizing agencies appointed by the Government of India for Import of Urea (on Government account).

NFL seeks bids from experienced Internationally Reputed Independent Third Party Inspection Agencies / Surveyors for undertaking the job of Draft Survey, Hatch and hold Inspection, Cargo Supervision, Sampling and analysis, etc. for **Urea (Fertilizer Grade) shipment in bulk loads on account of Department of Fertilizers (DoF), Government of India** at various load-ports all over the world.

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

1.	<b>Tender Closing Date &amp; Time</b>	05 <sup>th</sup> July, 2023 AT 1400 HRS. IST
2.	<b>Techno Commercial Bid Opening Date &amp; Time</b>	06 <sup>th</sup> July, 2023 AT 1415 HRS. IST
3.	<b>Bid Validity</b>	90 days from the date of opening of Techno-commercial bid.
4.	<b>Tender Type</b>	Empanelment & appointment of load port inspection agency for inspection/analysis of imported urea on account of Govt. of India
5.	<b>Load Ports</b>	Any Load Port worldwide
6.	<b>Address</b> For Correspondence And For Collection And Submission of Documents	Executive Director( Marketing), Import Section, National Fertilizers Limited, Corporate Office, A-11, Sector-24, Noida - 201 301 , Dist. Gautam Budh Nagar (Up), India, Tel.: +91-120-2412294, 2412445, 4246764, Fax: +91-120-2412294(T/F), 2411397,2411057 E-Mail : <a href="mailto:Imports@nfl.co.in">Imports@nfl.co.in</a>
7.	<b>Tender download</b>	The Tender document can be downloaded from NFL's website <a href="http://www.nationalfertilizers.com">www.nationalfertilizers.com</a> or <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> . Corrigendum/Addendum, if any, shall be published only on these websites.
8.	<b>Tender Submission</b>	<b>Only through electronic mode</b> for which Tenderers may log on to website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> . Bids should be submitted only on the website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> . Bids submitted through any other mode like email/ physical sealed envelope etc. shall be rejected and will not be considered for evaluation. For further details, refer to annexure-IV i.e. Special instructions to tenderers. Incomplete tenders in any respect and/ or with deviation shall liable to be rejected. Supporting Tender documents required for technical/pre-qualification can also be

		submitted physically at the address given at Clause no.6 above. The supporting tender documents shall be put in the tender box kept for this purpose.
9.	Instruction for submission of tender	All tender documents shall be in English language. All other information shall also be supplied by the tenderer in English language. Tenders should be duly signed on all pages by the tenderer or by legally authorized representative, in long hand along with the firm's/ company's seal as token of acceptance of all terms and conditions. No oral, telephonic or email tenders or modifications in the tenders shall be considered under any circumstances. All tenderers are requested to submit their tenders on website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> strictly as per the instructions as cited hereinafter in this document.
10.	The prospective Tenderers having any common partners/Directors/Managing partners, etc., or having any other common criteria shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participating in the tender.	
<b>List of Annexures</b>		
I.	Pre-Qualification format	Pre-Qualification Criteria & application format for appointment of Load Port Inspection Agency at any load port worldwide – <b>Annexure-IA &amp; Annexure-IB</b>
II.	Urea Specification	Details at <b>Annexure-II</b>
III.	Consent letter	Details at <b>Annexure-III</b>
IV.	Special Instructions to Tenderer	Details at <b>Annexure-IV</b>
V.	Undertaking	Undertaking that Tenderer is not blacklisted/banned by any PSU- <b>Annexure-V</b>
VI.	Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.	Format of Certificate 1 & 2 regarding restrictions on procurement from a bidder from a country or countries which shares a land border with India placed at <b>Annexure-VI</b> .
VII.	Integrity Pact	Placed at <b>Annexure-VII</b>

### **Part-B:- Terms and Conditions**

1	<b>National Fertilizers Limited</b>	The term “NFL” shall mean National Fertilizers Limited (CINL74899DL1974GOI007417) having its Registered Office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003, and its corporate office at A-11, Sector-24, Noida-201301, Uttar Pradesh, India and shall be deemed to include their successors and / or assignees, and shall include the Administrative and Executive Officers authorized to deal with matters relating to the contract.
2	<b>Definitions</b>	<p>a. The term “<b>CONTRACT</b>” shall mean and include the Notice Inviting Tender (NIT), the Instructions to tenderer, the Tender, Letter of Intent accepting the tender in part or full, Special &amp; General Terms &amp; Conditions, directions and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations, if any, or any other authorized contract documents and those general and special conditions that may be added subsequently.</p> <p>b. The term “<b>Load Port Inspection Agency (hence onward shall be termed as LPIA)</b>” shall mean the person(s) firm, or company with whom a CONTRACT has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.</p> <p>c. The term “<b>TENDERER</b>” shall mean the person(s), firm or company, who offers a tender or quotation duly signed in response to this Notice Inviting Tenders (NIT) issued by NFL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.</p> <p>d. Should NFL relinquish ownership of the business, whether by sale, cessation, fusion or any</p>

		other cause, outstanding services remaining to be delivered under the contract, shall ipso facto be taken by or transferred to new owners or successors. Nevertheless, tenderer reserves the right in this event to cancel such quantities: the cancellation not giving rise to any right to indemnify.
3	<b>Pre-Qualification Criteria</b>	The tenderer should meet the pre-qualification criteria as given at Annexure-IA and should submit required documentary evidence along with information as per Annexure-IB.
4	<b>Scope Of Work</b>	<p>The Scope of load port Inspection Work shall include but not limited to the following:</p> <p><b>4.1</b> Inspection of cargo. The physical condition and colour of the cargo should be informed to NFL.</p> <p><b>4.2</b> Inspection of vessel hatches / holds and hatch covers and issue of hatch / holds inspection Certificate.</p> <p><b>4.3</b> Provide to NFL the information about cargo carried by vessel in its earlier voyages.</p> <p><b>4.4</b> The Contractor shall send clearly visible photographs of all empty hatches before commencement of loading by e-mail.</p> <p><b>4.5</b> Preparation of Statement of Facts / Events from the time of vessel's arrival at Load port till the sailing of the vessel, which shall be duly signed by Master of the vessel and / or his agent.</p> <p><b>4.6</b> Conduct initial &amp; final draft survey in association with Master of the vessel to ascertain the quantity loaded in the vessel and issue the weightment certificate / Draft Survey Report. The Draft Survey has to be carried out by qualified and competent / experienced surveyor. The Draft Survey report shall consist of following:</p> <ul style="list-style-type: none"> <li>• Density of sea water at load port</li> <li>• Stability tables (hydro-static) of the vessel</li> <li>• Sounding of all tanks available on the vessel</li> <li>• Details / particulars affecting the Draft Survey results</li> <li>• Facts &amp; figures of consumables / deductions on the vessel at Initial &amp; Final Survey</li> <li>• Trim to be applied for ascertaining quantity of Ballast and fresh water</li> </ul> <p><b>4.7</b> Sampling &amp; Analysis (including sieve analysis): The Contractor shall carry out sampling and prepare Composite Samples in presence of supplier's representative. The representative sample shall be drawn in the customary manner during loading operations in presence of supplier's representative. All sub lot samples should be thoroughly mixed to make a composite sample for the analysis. A certificate of sampling with detail destination of the samples shall be made out and signed by authorized person of the agency and supplier's representative for the sampling process.</p> <p><b>4.8</b> The analysis of sample is to be carried out for Urea (Fertilizer Grade) as detailed under <b>Annexure-II</b> or as requested by NFL and/or specified in NFL purchase contracts of the Urea (Fertilizers grade) to be loaded at various load ports all over the world . After analysis of samples, inspectors should inform whether it is in conformity with contractual specifications. Any deviation should be clearly brought out and to be intimated to NFL at once. Name of the Laboratory where analysis is conducted should be mentioned.</p> <p><b>4.9</b> Analysis of Composite Sample is to be carried out in Agency's own laboratory or any authorized Accredited laboratory and report should be submitted on agency's letter head.</p> <p><b>IN NO CASE THE SUPPLIER'S LABORATORY SHALL BE USED FOR ANALYSIS OF COMPOSITE SAMPLE.</b></p> <p><b>4.10</b> The time allowed for Submission of Analysis results is 3 days from the date of sampling at load port.</p> <p><b>4.11</b> Samples drawn during loading operation shall be sealed preferably in plastics jars , duly signed by Inspection agency and Supplier's representative and shall be sent to following:</p> <ul style="list-style-type: none"> <li>• Two sealed samples shall be sent to NFL with the Master of the vessel for delivery to NFL's nominees at port of discharge.</li> <li>• Two sealed samples for Inspection agency out of these two sample one will be used for analysis and one will be retained by Inspection agency for minimum period of 6 months</li> <li>• Two sealed samples to be given to suppliers.</li> </ul>

		<ul style="list-style-type: none"> <li>• Two sealed samples to be given to ship-owner</li> </ul> <p><b>4.12</b> Supervision of cargo throughout loading operation and confirm the system of loading the cargo (by conveyors / Grabs / barges etc.). The weather conditions prevailing at the time of loading to be informed from time to time.</p> <p><b>4.13</b> During the course of loading, if any development such as rain/snow fall, admixture of foreign material, etc. takes place which is likely to affect the quality &amp; weight of the cargo, the same should be notified promptly to NFL.</p> <p><b>4.14</b> In case of stoppage in loading due to unforeseen events, whether the supplier took adequate steps to protect the cargo at the time of loading and after loading and to minimize the losses.</p> <p><b>4.15</b> Sealing of hatches after completion of loading and sending photographs of the sealed hatches to NFL.</p> <p><b>4.16</b> The initial draft survey of the vessel should be conducted with soundings of all tanks duly taken and recorded. The final draft survey should also likewise, be determined and the noting of all soundings be forwarded to us.</p> <p><b>4.17</b> The quantity based on the above findings and the hydrostatic data should be evaluated and forwarded to us, the next day of completion of draft survey. The draft survey report should be jointly signed by surveyor / agency and the Master of the vessel/his representative. Discrepancy, if any, observed should be immediately taken up with the Master of the vessel with copy to us.</p> <p><b>4.18</b> The Contractor shall submit one set of documents consisting of Draft Survey Report, Analysis Report / Certificate of Quality, Certificate of quantity to the Supplier at Load port immediately on completion of loading to enable them to prepare Invoice / Bill of Lading etc.</p> <p><b>4.19</b> On receipt of this work order and allocation of vessel the contractor should give a declaration that they will not be representing any other agency for the subject vessel allotted to the contractor by NFL.</p> <p><b>4.20</b> The Contractor should submit the following documents to NFL immediately on completion of job through email to <a href="mailto:imports@nfl.co.in">imports@nfl.co.in</a>; dileep@nfl.co.in.</p> <ul style="list-style-type: none"> <li>A. Statement of Facts</li> <li>B. Detailed Initial/Final draft survey report</li> <li>C. Weighment Certificate based on Draft Survey</li> <li>D. Analysis Report</li> <li>E. Hold Inspection Certificate</li> <li>F. Joint Sampling Certificate</li> <li>G. Stowage Plan.</li> <li>H. The daily loading report to be sent on e-mail</li> <li>I. Hatch sealing certificate with Seal Number of Hatches</li> <li>J. Vessels hydrostatic table, Stability Table and vessels calibrated tank sounding table.</li> <li>K. Declaration regarding not attending the same vessel for any other agency.</li> <li>L. Any other certificate as specified by GoI/ NFL</li> </ul> <p><b>4.21</b> The original reports in duplicate should be sent to Imports Section, M/s. National Fertilizers Limited, A-11, Sector-24, Noida-201301, super scribing the name of vessel on each &amp; every sheet of report, within 5 days of loading the cargo along with the invoice.</p>
5	<b>Cargo Details</b>	BULK - PRILLED / GRANULAR UREA FERTILIZER GRADE with parcel size of 45,000 – 60,000 MT (+/-5%) approx. at any port worldwide. The parcel size is only indicative and may vary as per requirement. No guarantee is given as to any definite volume of work which will be entrusted to the contractor at any time or throughout the period of contract as the quantity are likely to vary or even become NIL solely at the discretion of NFL.
6	<b>Specifications</b>	As per Indian FCO-1985 “The Fertilizer (Inorganic, Organic or Mixed) (Control) Order, 1985” and Amendments thereof from time to time and / or as provided by DoF / NFL. <b>(Annexure-II )</b>

7	<b>Bid Security (EMD) and Performance Bank Guarantee</b>	<p>Interested tenderer shall submit <b>Bid money of Rs. 1,00,000/- (Rupees One Lakh only) or for US\$1200 (US Dollar One Thousand Two hundred only)</b> through swift transfer (bank details as below) well before the date and time of opening of technical bid.</p> <p>The Bid money shall be converted into a Performance Guarantee amount after the rate contract is entered into with Inspection agency and shall remain with NFL for the contract period plus 06 months. The EMD/Bid security amount shall not carry any interest.</p> <p>EMD may also be submitted in INR/SWIFT through NEFT mentioning reference of Tender No: NFL/IMP/LPIA/UREA/2023-24/1. The Bank Details are as follows: STATE BANK OF INDIA, CORPORATE ACCOUNTS GROUP-II, 4th &amp; 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 <b>10297944842</b>, SWIFT CODE: SBININBB824, MICR CODE: 110002562.</p> <p>a) Offers once made cannot be withdrawn by the party during its validity. If, for any reason whatsoever, any tenderer withdraws his tender or part of tender at any time prior to the expiry of the validity period or after issue of Letter of Intent / Work Order or fails to execute the order; the amount of EMD/Bid Security shall be forfeited.</p> <p>b) EMD/Bid Money of unsuccessful tenderers shall be refunded once empanelment process is completed. The EMD shall be refunded without any interest. All banking charges and exchange loss if any or any other charges arising while making remittance and any other taxes will be deducted before releasing the bid security to the respective Supplier.</p> <p>c) No interest will be paid on the bid security amount/EMD or Performance Guarantee Amount. Bid Bond/ PGB amount refundable, on successful bid/ completion of successful performances, shall be limited to net of all charges incurred by NFL.</p> <p>d) If, for any reason whatsoever, LPIA has committed breach of the term(s) and/or condition(s) contained in the LOI/Work Order and/or failed to comply with the terms and conditions as stipulated in the Work Order or amendment(s) thereto, shall be dealt as per Clause 11 of Part-B.</p>
8	<b>Inspection Charges/Rates</b>	Applicable inspection charges for the tender are as approved by DoF, Govt. of India or as revised by DoF, GoI from time to time. Present approved rate is restricted to USD 0.07 PMT (Inclusive of all taxes).
9	<b>Placement of Work Order</b>	The allocation of inspection business/placement of work order among empaneled LPIAs shall be at sole discretion of NFL.
10 a)	<b>Term of Empanelment</b>	Term of empanelment shall be of Two (2) years from date of empanelment which can be further extended by one year after expiry of 2 years with mutual consent of NFL and LPIA.
10 b)	<b>Period of Contract</b>	The contract shall be valid for a period of one year from the date of Work Order which can be further extended for two year (one year at a time) on the same rates and terms & conditions with mutual consent of NFL and LPIA.
11	<b>Termination of Contract</b>	<p>Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of NFL under the Contract or otherwise including right of NFL for compensation for delay the officer-in-charge may, without prejudice to his right against LPIA in respect of any delay, or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:</p> <p>Default or failure by LPIA of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the LPIA:</p> <ol style="list-style-type: none"> <li>I. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets</li> <li>II. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or</li> <li>III. Abandons the work ; or</li> <li>IV. Persistently disregards the instructions of NFL in contravention of any provision of the</li> </ol>

		<p>Contract; or</p> <p>V. Persistently fails to adhere to the agreed program of work; or</p> <p>VI. Assigns or Sublets the work in whole or in part thereof without NFL's consent in writing; or</p> <p>VII. Performance is not satisfactory or work is abnormally delayed; or</p> <p>VIII. Defaults in the performance of the Contract; or</p> <p>IX. At any time LPIA makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by NFL; or</p> <p>X. Conceals any material information or submit any false document or information furnished by the LPIA contractor regarding past experience and or contents of any document etc. are found false.</p> <p>CONSEQUENCES OF TERMINATION If the contract is terminated by NFL for the reasons detailed above due to default of the contractor:</p> <p>i) NFL reserves the right to get the work completed at the risk and cost of the LPIA and to recover from the LPIA any amount by which the cost of completing the work by any other agency exceeds the value of the without prejudice to any other remedies/rights/claims etc. that may be available with NFL.</p> <p>ii) Security Deposit/Performance Guarantee amount submitted by the LPIA shall stand forfeited.</p> <p>iii) The LPIA shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.</p> <p>iv) All the dues payable to the LPIA for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.</p> <p>Apart from above, NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified/empanelled parties or debar from participating in tendering process of NFL in all units / offices as per NFL's rules&amp; regulations.</p>
12	<b>Payment</b>	<p>a) The applicable withholding taxes will be deducted from LPIA payment against submission of Residence Tax Certificate along with Invoice. Any extra taxes due to non-submission of Residence Tax Certificate will be recovered from LPIA payment.</p> <p>b) The payment for the services will be made within 30 days from the completion of job and on receipt of Invoice by courier, based on B/L weight as determined by draft survey, receipt of other certificates as mentioned at Clause 4.20 and only after receipt of "Standard" report from CFQC&amp;TI, Faridabad. The Inspection Agency must ensure that the draft survey is performed diligently with accurate recordings of all the variables such as draft, densities, as well as fresh water, ballast, bilge and fuel oil etc. The Inspection Agency must provide to NFL the vessel hydrostatic tables and vessel sounding hydrostatic table used for calculation of draft survey. In case of loss to NFL on account of abnormal shortfall of material received at discharge port, suitable penalty and legal action shall be taken against the Inspection Agency.</p>
13	<b>General Terms &amp; Conditions</b>	<p>a) If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/ future tenders up to a period of 2 years.</p> <p>b) NFL reserves the right to reject any offer or to accept any portion of the application and to appoint more than one LPIA in each country/port without assigning any reason.</p> <p>c) Incomplete applications are liable to be rejected.</p> <p>d) NFL does not commit for any assured business and it shall be at NFL's discretion to appoint any LPIA at any/all loadport(s).</p> <p>e) TDS/Withholding tax shall be dealt as per statutory requirement.</p> <p>f) The supporting documents as specified in Pre-Qualification criteria &amp; application format i.e., Annexure-IA &amp; Annexure-IB can be uploaded or submitted in physical form in a</p>

		<p>sealed envelope to be dropped in tender box placed at NFL's office as mentioned in Clause 6 of Part A .</p> <p>g) The Inspection business allocation among LPIAs shall be subject to the condition that they are not assigned same job for the vessel nominated for, by any other party than NFL.</p>
14	<b>Integrity Pact</b>	<p>a. Signing of Integrity Pact (IP) is mandatory for every tenderer participating in this tender. A copy of the IP is enclosed (<b>Annexure-VII</b>), 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. <a href="http://www.nationalfertilizers.com">www.nationalfertilizers.com</a>.</p> <p>b. The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. Any bid not accompanied by duly signed IP by the Tenderer would be rejected.</p> <p>c. The Independent External Monitors (IEMs) for this tender shall be Sh. Shri Ramchander Bagdalkar e-mail- <a href="mailto:rmbagdalkar@gmail.com">rmbagdalkar@gmail.com</a> and Cmde Rakesh Anand IN (Retd.) e-mail- <a href="mailto:ansem_2000@yahoo.com">ansem_2000@yahoo.com</a>. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to these Independent External Monitors (IEMs).</p>
15	<b>Participation of MSEs</b>	<p>The offers submitted by MSE, shall be considered in Accordance With Public Procurement Policy for MSEs of March 2012 as amended from time to time.</p> <p>The parties claiming benefits Under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer.</p> <p>Please also indicate whether the MSEs owned by SC/ST &amp; or women Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned.</p> <p>However, NFL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.</p>
16	<b>FORCE MAJEURE</b>	<p>a) If at any time during the continuance of this contract either party is unable to perform the whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restriction, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosion, epidemics, strikes, embargoes, then the date of delivery of the product shall be extended for the period force majeure condition was operative.</p> <p>b) Any waiver / extension of time in respect of the delivery of any instalment or part of the goods/services occasioned due to the reasons in Para a) above shall not be deemed to be waiver/extension of time in respect of remaining deliveries.</p> <p>c) If operation of the force majeure circumstances exceeds three months, each party shall have the right to refuse further performance of the contract, in which case neither party shall have the right to claim eventual damages from each other.</p> <p>d) The party, which is unable to fulfil its obligation under the contract, must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the force majeure conditions which prevents it from performing the contract. Such occurrence should be accompanied with Certificate issued by the Chamber of Commerce in the Country of Origin of Supplier in this respect. The Supplier shall also promptly inform the ending of such event enclosing therewith Certificate from Chamber of Commerce. If NFL is prevented from performing the contract, NFL shall inform the supplier within 15 days of occurrence of such force majeure conditions accompanied by Certificate issued by Chairman &amp; Managing Director of NFL.</p> <p>e) Non-availability of manpower at load port shall not be valid ground for non-performance.</p>
17	<b>Arbitration</b>	<p><b>a. FOR INDIAN PARTIES</b></p> <p>“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A “Notice of Dispute” shall be given by the party seeking resolution of a dispute to other party. If the dispute is not</p>



		<p>resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:</p> <p>A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority.</p> <p>Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration &amp; Conciliation Act, 1996.</p> <p>Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration &amp; Conciliation Act, 1996.</p> <p>The Arbitration proceeding shall be governed by the Arbitration &amp; Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.</p> <p>It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract.</p> <p>The seat and venue of arbitration shall be Delhi.</p> <p>The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.”</p> <p><b>b. For Foreign Parties</b></p> <p>“Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.</p> <p>The seat and venue of the arbitration shall be at New Delhi, India.</p> <p>The language of the arbitration shall be English.</p> <p>This Contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.”</p> <p><b>c. For CPSEs and Government Department</b></p> <p>All commercial disputes between CPSEs inter se and CPSE(s) and Govt. Department(s)/Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/Organizations shall be included as under:</p> <p>"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port</p>
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		Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.
18	<b>Applicable Law/ Jurisdiction of Courts</b>	The tenderer 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 tender. All disputes arising out of this tender shall be decided in accordance with the laws of India.
19	<b>Fraud Prevention Policy</b>	Bidder should adhere to Anti-Fraud Policy of NFL (full text of which is available on NFL’s website <a href="http://www.nationalfertilizers.com">www.nationalfertilizers.com</a> ) 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.
20	<b>Restrictions on procurement from a bidder from a country or countries which shares a land border with India.</b>	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annexure-I of Order No. 6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India. If registered with Competent Authority as above a copy of registration certificate shall be furnished along with the bid failing which the bid shall be rejected.</p> <p>II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. “Bidder from a country which shares a land border with India” for the purpose of this Order means:-</p> <ol style="list-style-type: none"> <li>An entity incorporated, established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> <li>An Indian (or other) agent of such an entity or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ol> <p>IV. The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> <li>In case of a company or Limited Liability Partnership the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation--- <ol style="list-style-type: none"> <li>“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</li> <li>“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;</li> </ol> </li> <li>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;</li> <li>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</li> </ol>

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

Name & Signature of the tenderer  
With Seal of Designation

**ANNEXURE-IA****Pre-Qualification Criteria for appointment of Load Port Inspection Agency at Overseas load port**

(To be typed on letter head and uploaded / submitted physically along with other requisite documents)

The tenderer should meet the pre-qualification criteria as under and should submit required documentary evidence along with information as per Annexure-IB.

Sr.	Pre-Qualification Criteria	Required Documentary Evidence to be submitted against the PQ Criteria												
1	The tenderer should provide details of company and other related information about the company such as Office address, telephone no. Fax no., email ID, status of company, and other related information as per Annexure-IB. The information shall be furnished along with all supporting documents mentioned in Annexure-IB	Annexure-IB should be filled and submitted along with all supporting documents.												
2	The tenderer should be member of TIC Council	Tenderer should submit the valid membership certificate from TIC Council.												
3	The tenderer should have experience of fertilizer inspection and quality analysis lab at various load ports in major fertilizer exporting countries all over the world with equipment confirming to the state of art technology (Documentary evidence to be submitted). In no case the facilities / laboratories of the supplier shall be utilized.	Tenderer should submit their valid accreditation certificate from each country alongwith list of countries. In case tenderer has tie-up with any lab then the bidder should submit a backup/support letter or an agreement copy from the lab facility alongwith accreditation certificate. The laboratory should have equipment conforming to the state of art technology.												
4	The tenderer should have experience of successful completion of Draft Survey, Hatch and hold inspection, sampling, analysis activities for Minimum 5,00,000 MT of Urea (Fertilizer Grade) bulk cargo at any load port on Government of India account through MMTC/IPL/STC/RCF/NFL during last three years from the date of NIT.	The tenderer should submit the statement on letterhead showing the name of buyer, vessel, load port, quantity in MT, month and year of handling as per format given below. Load port Draft Survey Report and Analysis report to be submitted <table border="1" data-bbox="868 1213 1479 1398"> <thead> <tr> <th>Name of buyer</th> <th>vessel</th> <th>load port</th> <th>Qty. in MT</th> <th>month &amp; year of handling</th> <th>DS &amp; analysis Reports enclosed</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Yes/No</td> </tr> </tbody> </table>	Name of buyer	vessel	load port	Qty. in MT	month & year of handling	DS & analysis Reports enclosed						Yes/No
Name of buyer	vessel	load port	Qty. in MT	month & year of handling	DS & analysis Reports enclosed									
					Yes/No									
5	Audited Annual accounts and Balance Sheet for last three years	Tenderer to submit audited annual accounts and balance sheet for last three years.												
6	The tenderer should not have been blacklisted/ banned for participation in any Empanelment/Tender intended by Government of India or by any Government Undertaking or co-operative in India for inspection of fertilizers at loadports. The tenderer shall have to submit an Undertaking to this effect at the time of application for pre-qualification. In case of submission of false declaration (found at any stage), such tenderer shall be disqualified.	Undertaking on company's Letter head as per Annexure-V												
7	Tenderer should submit the copy of Tax Residency Certificate (TRC).	Copy of Tax Residency Certificate (TRC) from where invoicing to be done by bidder.												

**(ON TENDERER'S LETTER-HEAD)****ANNEXURE -IB**

**APPLICATION FOR PRE-QUALIFICATION OF INSPECTION AGENCY / SURVEYOR**  
**(To be filled electronically on <https://etenders.gov.in/eprocure/app> and**  
**Completely filled, Signed and stamped copy to be submitted along with documents mentioned)**

TO  
EXECUTIVE DIRECTOR (MKTG.)  
NATIONAL FERTILIZERS LIMITED,  
CORPORATE OFFICE,  
A-11, SECTOR-24, NOIDA - 201 301  
DIST. GAUTAM BUDDHA NAGAR (UP), India

SUBJECT - Submission of Bid against NIT Ref. no. NFL/IMP/LPIA/UREA/2023-24/1

Dear Sir,

We here by provide our details along with the documents against your subject Notice Ref. no. for your consideration: -

Sr	Details	To be filled by Tenderer
1.	Name of Tenderer/ Firm (M/s) and Office address	
2.	Contact person Name, email Id, Contact Number	
3.	Status of Tenderer / Firm (Proprietary/Partnership/Company) {Enclose Proprietor PAN/Partnership deed/ Memorandum & Article of Association}	
4.	Name of the Proprietor/Partners/Director	
5.	Name (M/s) and address of the company participating in e-bidding for carrying out Inspection i.e. the company who shall be issuing invoice	
6.	Country from where invoicing to be done by bidder	

**a) Details required for the Pre-Qualification process: -**

<b>1. Details of countries where laboratories/offices are present along with name of load ports , details of laboratories, their accreditation status &amp; equipment available for each port for which services are being offered (please enclose supporting documents):</b>						
Name of Country	Name of load ports in the respective country	Name & address of Office in the respective country along with Contact person Name	Name & address of Laboratory in the respective country along with Contact person Name	Status of Laboratory (Own/ sub-contract)	Names of accreditation associations/ bodies and the countries from whom accreditation certificates for laboratories have been obtained	Equipment available for each port for which services are being offered
<b>2. Details of draft survey, quantity and quality inspection activities carried out for UREA at various load- ports of various major exporting countries of UREA during last 3 years (please enclose supporting documents):</b>						
<p>Total quantity of urea inspected during last 3 years (in MT).....</p>						
<b>3. Details of corporate clients for whom inspection services are being carried out on regular basis (please enclose supporting documents):</b>						

**b) Details of Attached documents: -**

S. No.	Particulars	Yes / No
1.	Copy of valid TIC membership enclosed	
2.	Copy of documentary proof of remittance of Rs. 1,00,000/- or USD 1200 towards Bid Security/EMD as per Clause 7 of Part B enclosed	
3.	Audited annual accounts and balance sheets for last three years enclosed	
4.	Duly filled format regarding experience as per Annexure-IA Sr. No. 4 along with requisite documents enclosed	
5.	Copy of Tax Residential Certificate (TRCs) enclosed	
6.	Copy of Indian PAN (if any) enclosed	
7.	Consent Letter per Annexure-III enclosed	
8.	Undertaking as per Annexure-V enclosed	
9.	Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance as per Annexure-VI enclosed	
10.	Integrity Pact as per Annexure-VII enclosed	
11.	Acceptance to the terms and conditions of NFL's Notice for empanelment (each page duly signed and stamped) enclosed	
12.	Deviations from NIT's Terms & Conditions. If Yes, then submit the clause-wise deviations in the prescribed format as per Sr. No. c below.  (Applications with deviations are liable to be rejected at sole discretion of NFL)	

**c) Deviations from NIT's Terms & Conditions, if any:-**

S. No.	Clause No. of tender document	Deviation
1.		
2.		
3.		
4.		

Name & Signature of the tenderer  
With Seal of Designation

Enclosed: a/a

Place:

Date:

**ANNEXURE-II****SPECIFICATIONS FOR PRILLED /GRANULAR UREA (BULK) FERTILISER 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.

Urea supplied shall be either in prilled or in granular form but no mix-up will be allowed cargo wise. 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.

In case any deviation observed on above, the same should be brought to the notice of NFL immediately and also should be mentioned clearly in the report.

Analysis report format

Sr.	CHARACTERSTICS	REQUIREMENTS	RESULT
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	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

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



**ANNEXURE-III**

**(ON TENDERER'S LETTER-HEAD)  
CONSENT LETTER**

Date \_\_\_\_\_

TO  
EXECUTIVE DIRECTOR (MKTG.)  
NATIONAL FERTILIZERS LIMITED,  
CORPORATE OFFICE,  
A-11, SECTOR-24, NOIDA - 201 301  
DIST. GAUTAM BUDDHA NAGAR  
(UP) INDIA

**Subject: Empanelment/appointment of Third Party Inspection Agencies/ Surveyors at overseas Load-ports – Consent letter for acceptance of load-port inspection charges for Urea on Government account.**

Dear Sir,

We \_\_\_\_\_ (Name of the Tenderer), hereby confirm our unconditional acceptance / consent for load-port Inspection charges at the rate fixed by Department of Fertilizers, Ministry of Chemicals & Fertilizers, Government of India (present rate - USD 0.07 PMT inclusive of withholding tax, Goods & Services Tax and any other taxes/charges, whichever applicable) OR revised by DoF, GoI from time to time, for load-port inspection of Urea on Government account.

Thanking You

Yours faithfully

(Stamp and Signature of the Authorized Person)

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

National Fertilizers Ltd. has decided to do appointment of LPIA against this tender through e-tendering. The NIT is available on website <https://etenders.gov.in/eprocure/app> from where the registered vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

You are already aware of the process regarding downloading of tender documents, preparation of techno-commercial bid as well as price bid, uploading of techno-commercial as well as price-bids and submitting through online only, opening of bids, participation in reverse auctioning, and other related activities. It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help / clarification, you may contact any one of the following:

## a) M/s National Fertilizers Limited-Noida

Name - Anil Motsara (Executive Director-Marketing) Contact No.- +91- 9310905736 Email –anilmotsara@nfl.co.in	Name - Dileep Kumar, (Sr. Manager-Imports) Contact No.- +91-9717731625 Email – <a href="mailto:imports@nfl.co.in">imports@nfl.co.in</a>
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b) Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4001 002, 0120-4001 005 & 0120-6277 787.

2. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. NFL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified / rejected with forfeiture of EMD and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids. This shall however, be without any prejudice NFL's right to debar / de-list (*vendors who submit invalid bids*) from future tenders. Such action, if any, shall be taken at the sole option of NFL.
3. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
4. To participate in e-tendering of NFL, please refer <https://etenders.gov.in/eprocure/app> for System requirement, Browser configuration, procedures etc.
5. It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person.

**6. Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, Reverse Auction and subsequent clarification/amendment in schedule etc. shall be communicated to registered vendors separately by emails/fax message. The same is also available on the above mentioned website against this tender.

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

**7. REGISTRATION AT CPP Portal**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/e procure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**8. SEARCHING FOR TENDER DOCUMENTS AT CPP Portal**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**9. PREPARATION OF BIDS AT CPP Portal**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

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

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

#### **10. SUBMISSION OF BIDS AT CPP Portal**

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

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

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

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

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

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

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the

server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

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

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

#### **11. ASSISTANCE TO BIDDERS FOR CPP Portal**

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

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

#### **12. Tender Opening:**

The tenders will be opened electronically by NFL from Noida office **M/s. National Fertilizers Limited- A-11, Sector-24, Noida-201 301**. The submission of bids shall be done by bidders 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.

**ANNEXURE-V**

**(ON TENDERER'S LETTER-HEAD)**

**UNDERTAKING**

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

**Subject: Empanelment of Independent Inspection Agencies/ Surveyors at Overseas Load-ports**

Dear Sir,

We, \_\_\_\_\_(Name of the Organization), hereby confirm and acknowledge that we have not been blacklisted / banned for participation in any Empanelment / Tender intended by Government of India or by any Government Undertaking in India for carrying out Inspection Agency's jobs at load-ports or otherwise. We also confirm that none of our sister/ group/ associates companies are participating in this tender / empanelment of Inspection Agencies/ Surveyors at overseas load-ports.

Thanking You

Yours faithfully

(Stamp and Signature of the Authorized Person)

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

**Annexure-VI**

**CERTIFICATE No. 1 & 2**

**(In compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India)  
(To be submitted on the Letter Head)**

Date: Tender Doc No. NFL/IMP/LPIA/UREA/2023-24/1

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

1. We, M/s..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s.....is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s..... fulfils all requirements in this regard and is eligible to be considered.
2. The M/s..... fully comply with the Order F.No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, and Government of India.

(Name & Signature with seal)

(Proprietor /Partner/Director/Authorized Signatory)



**INTEGRITY PACT**

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

National Fertilizers Limited (NFL) hereinafter referred to as "The Principal". AND  
hereinafter referred to as "The Tenderer/Contractor"

**PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract/s for EMPANELMENT & APPOINTMENT OF INTERNATIONALLY REPUTED INDEPENDENT THIRD PARTY INSPECTION AGENCIES/ SURVEYORS FOR INSPECTION OF UREA FERTILIZER AT OVERSEAS LOAD-PORTS. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Tenderer(s) and/or Contractor(s).

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

**Section 1: Commitments of the Principal.**

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

**Section 2: Commitments of the Tenderer(s)/Contractor(s)**

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





- e. The Tenderer(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### Section 4: Compensation for Damages

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

### Section 5: Previous Transgression

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

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

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

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

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

### Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.





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

**Section 9: Pact Duration**

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


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

**Section 10: Other Provisions**

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

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

(For & on behalf of the Principal)

  
(Signatures & Office Seal)




(For & on behalf of Tenderer/Contractor)


(Signatures & Office Seal)

(Office Seal)

Place Noida  
Date 19-06-2023

Witness 1:  
(Signatures, Name & Address) 

Ymeet Kumar Jain  
NFL, A-11, Sec-24, Noida

Witness 2:  
(Signatures, Name & Address) 

Chetna Kandpal  
NFL, A-11 Sec-24  
Noida

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

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