



NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)

Naya Nangal (Punjab)-140126 India

Materials Department

(Stores Section)

Phone-01887-220617/220568; Fax-01887-220541

NOTICE INVITING e-TENDER FOR

**TRANSPORTATION OF LIQUID AMMONIA FROM
M/s CHAMBAL FERTILIZERS AND CHEMICALS LIMITED**

LAST DATE OF SUBMISSION OF TENDER	:	21.08.2023 at 10.30 A.M
OPENING DATE & TIME OF TECHNICAL BID	:	22.08.2023 at 11.00 A.M.
OPENING DATE & TIME OF PRICE BID	:	To be Decided Later on

Tender No.

SN/RMC/AMM.TPT./CFCL/2R

Date: 14/08/2023

NATIONAL FERTILIZERS LIMITED

TENDER DETAILS

Tender No: SN/RMC/AMM.TPT./CFCL/2R
Tender Date: 14/08/2023
Region: Nangal
Officer Name: Sh. Gurpreet Singh Layal
Designation: Chief Manager (Materials)

	<i>TENDER NOTICE</i>
	<u>SPECIAL INSTRUCTIONS TO TENDERERS</u>
	NATIONAL FERTILIZERS LIMITED (NFL), Nangal, a Govt. of India Undertaking referred to herein as the Owner intends to enter into contract for transportation of LIQUID AMMONIA from M/s Chambal Fertilizers and Chemicals Limited, Kota(RJ) to Nangal (PB) . The bids for transportation of Liquid Ammonia are invited to submit in TWO PART BID i.e. Part-I The Techno-Commercial Bid Proposal (Un-Priced) and Part-II (Price Bid Proposal) for the said item through e-Tendering. Methodology for submission of NIT has been detailed here under in this document.
1	<p>The procurement shall be made through e-tendering process on portal; URL: http://etenders.gov.in/cppp The offers in this process are <u>required to be submitted electronically</u> under Two Part Bids in place of offers in 'Hard Copy Under Sealed Envelope' as being done conventionally.</p> <p>Pre-Requisites for System using e-procurement sites:</p> <ul style="list-style-type: none">● Windows 7, 8, 10 professional● A computer system with at least 1 GB RAM and internet Connectivity● Internet Explorer 10.0 and above or Mozilla 42 to 49● Internet Connectivity with at least 2 Mbps speed● Java Run Time Engine (JRE- 1.8.0) or higher● Adobe Acrobat Reader, PKI Installation Driver for Digital Signature <p><u>Pre-Requisites for DSC Registration:</u></p> <ul style="list-style-type: none">● The Vendor becomes a valid vendor only after the registration of the DSC● Vendors need to possess a valid DSC for participating in e-Tendering (class3 DSC)● Vendors need to procure DSC 24 hrs prior to DSC registration● It can be procured from any of the Certifying Authority registered under CCA India e.g. Sify, ncode, emudra etc.● Respective DSC Drivers needs to be installed● DSC needs to be physically inserted into the system● DSC should appear in the Browser● DSC of the vendor will be mapped with their User ID once they Login first time <p>For more details refer User manual section on home Page of e-procurement portal - http://etenders.gov.in/cppp</p>

Pre-requisites for Login Credentials: (Open Tender Only):

- For Login credentials, vendors need to register/Sign-Up on the e-procurement portal by clicking on sign-up link available at home page.
- Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/Sign-Up
- Vendors are advised to change the password immediately on receipt from the e-procurement portal.
- Vendors shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

For any queries, regarding e-tendering, you may contact

M/s eprocure.gov.in (Central Public Procurement Portal)

Sl. No.	Support For	Support	Contact No.	Contact e-mail
1	e-Tendering Registration / Sign Up Queries	Help Desk	1800-3070-2232	cppp-nic@nic.in
2	DSC Queries			
3	For e-tendering Support			
4				

M/s National fertilizers Limited, Nangal

1) Sh. Gurpreet Singh Layal Chief Manager (Materials) National Fertilizers Limited Nangal Unit-140126 (Distt. Rupnagar) Punjab Mobile: 62805-29227 Fax: 01887-220541 Email: gslayal@nfl.co.in	2) Sh. Harjeet Singh Manager (Materials)-Stores National Fertilizers Limited Nangal Unit-140126 (Distt. Rupnagar) Punjab Tel: 01887-220617 Mobile: 78887-67417 Email: hs@nfl.co.in
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- 2) **Earnest Money Deposit: Rs.100000/- (Rupees One Lakh Only): In the form of RTGS/NEFT/BG (detailed as per NIT Clause No.07). In case vendor fails to submit the Requisite EMD, prior to bid opening (as per tender schedule), the offer is liable to be rejected and may not be opened.**

The offer shall be submitted, electronically.

3 Tender Schedule:

Sr. No.	Tender Stage	Date & Time
a)	Start Document Download	14/08/2023
b)	End document Download	21/08/2023
c)	Due/ Submission Date	21/08/2023
d)	Techno commercial Opening	22/08/2023
e)	Price Bid Opening	Will be intimated later on

4	Tenders will be opened electronically by us from our Nangal office.					
5	NFL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.					
6	<p>SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED;</p> <p>NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live Tendering. However in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality:</p> <table border="1"> <tr> <td>1. Tender is prepared and released but vendors are not able to submit their bids.</td> <td>The due date of closing/opening shall be extended suitably.</td> </tr> <tr> <td>2. Bids have been submitted but the same cannot be opened by NFL.</td> <td>The due date of opening shall be extended suitably.</td> </tr> </table>		1. Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.	2. Bids have been submitted but the same cannot be opened by NFL.	The due date of opening shall be extended suitably.
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2. Bids have been submitted but the same cannot be opened by NFL.	The due date of opening shall be extended suitably.					
7	Tenders will be submitted on line on the web site http://etenders.gov.in/cppp					
8	No oral, telephonic, telegraphic Tenders or Tenders submitted in hard copies/physical form will be entertained.					
9	All Tenders should be submitted online digitally signed and sealed by using digital certificate					
10	Tenderers are requested to scrutinize the Terms and Conditions of this Tender thoroughly along with the General Terms and Conditions etc. as given in Tender Documents.					
11	No amendment to the Tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of Tenders.					
12	<p>Note:</p> <p><i>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 preponed /amended.</i></p>					
13	Price bids shall be opened only of those Bidders who are found meeting Eligibility Criteria, Technically qualified, electronically. NFL reserves the right to reject or accept any Tender without giving any reason.					

TECHNO-COMMERCIAL CONDITIONS

1.1(a) **Scope of Work:**

A. Tenders are invited for award of contract by National Fertilizers Ltd. (NFL) for transportation of Liquid Ammonia of total quantity of **10000 MT** to NFL NANGAL (Punjab), over a period of Twelve months from the location details as mentioned below. However, this quantity is only indicative and may increase or decrease to any extent as per availability & requirement of material. The requirement of Tankers may not be regular and will depend upon actual requirement of ammonia at NFL Nangal Unit.

Details of Locations are as below:

Sr. No	Location	Tentative Quantity (MT)
1	M/s Chambal Fertilizers and Chemicals Limited P.O. Gadepan, District Kota, Rajasthan- 325208	10000

B. The transporter will be required to supply road-worthy Tankers having safety norms prescribed under Explosive Act and Safety Act and/or any other law/regulations for the time being in force for transportation of the product.

1.1 (b). **Duration & Validity of Contract**

i. The period of contract will be for a period of twelve months from the date of award of contract/LOI. However, NFL may terminate the contract earlier also without any notice and without assigning any reason, whatsoever.

ii. The period of contract may be extended for further three (03) months at the sole discretion of NFL at the same terms & conditions and prices.

iii. Transporter should quote the following, as per price bid format enclosed:

I.The per MT per KM rates for transportation of Liquid Ammonia from M/s Chambal Fertilizers and Chemicals Limited, Kota (Rajasthan) to Nangal (PB).

II.One way distance from M/s Chambal Fertilizers and Chemicals Limited, Kota (Rajasthan) to NFL, Nangal Plant will be taken as 862.5 KM.

III.Offers will be evaluated, based on per MT per KM transportation rate, to and fro distance will be taken as 1725 KM (M/s Chambal Fertilizers and Chemicals Limited, Kota).

*The distance (in KM) is indicative and has been tentatively calculated as per Google maps. Firm Distance shall be intimated at the time of issuance of Work Orders.

Examples given below:

Per MT per KM transportation rate = Rs 'A'

To and fro distance, in KM, between Chambal Fertilizers and Chemicals Limited, Kota and NFL, Nangal= 1725 KM

Thus Transportation rate from Kota will be = Rs A*1725,

IV.The rates (per MT/KM) quoted shall be firm during the entire period of the contract, including extended period, and no escalation/de-escalation, whatsoever, on any account would be considered

except on account of increase/decrease in the prices of diesel once in a month i.e. as on 1st day of month as per Clause No. 1.9 of Terms & Conditions.

1.1(c). Commencement of Work:

The transporter shall start his work from the date as mentioned in the LOI/Contract.

1.1(d). Volume of Work:

No guarantee can be given as to any definite quantity that will be entrusted to the transporter at any time or during the period of the contract. The Tentative Quantity to be transported would be approximately 10000 MT from Chambal Fertilizers and Chemicals Limited, Kota (Rajasthan) on 'As much as and as and when required' basis over a period of twelve months. **The quantity may increase & decrease to any extent depending upon the requirement of Ammonia by Nangal Unit and other factors whatsoever during the currency of contract. NFL does not guarantee for transporting any minimum quantity** & there shall be no liability whatsoever on NFL in case the transporter is not issued any delivery instructions for transporting or for transporting of reduced quantity of Ammonia during the currency of the contract.

1.1(e). Delivery Instructions:

(i) Material shall be transported on 'As much as and as and when required' basis, as per the delivery instructions issued by Nangal unit. For this purpose Nangal unit shall issue delivery instructions indicating quantity and schedule of transportation.

(ii) Delivery instructions will be issued on monthly basis by Nangal unit, in multiple of Tanker Loads. A period of 30 days from the date of delivery instruction shall be allowed for lifting the quantity mentioned in the delivery instructions.

(iii) An additional mobilization period of 07 days will be allowed against 1st delivery instruction to enable transporter for mobilization of Tankers as per requirement.

1.1(f) Dividing the Quantities between Transporters

(i) Considering the total quantity to be transported as 10000 MT from Chambal Fertilizers and Chemicals Limited, Kota(Rajasthan) on 'As much as and as and when required' basis, 'NFL' intends to split the quantities among three eligible parties in the ratio of **50:30:20**. However, In all the cases L-1 Rates (with or without negotiation as the case may be) will be Counter offered to L2 & other desired parties for matching finalized L1 Rates, to become eligible for transportation of allocated quantity. In case L2 does not agree to match L1 Rates and L3 agrees to do so, the L3 will be treated as logical L2 and so on. If the eligible bidders as per tender conditions do not agree to match with L1 rates, NFL reserves the right to award the balance quantities to the parties eligible and accepting the L1 rates in a judicious manner.

The modalities shall be as follows:

The quantities should be distributed between L1, L2, and L3 typically in the ratio of work being originally awarded as per tender. For example, as the work is to be split in 3 Lots in the ratio of 50:30:20 and only 1 party is available or agrees to match with L1 Rates, the L-3 quantity, i.e. 20% work shall be offered to the 2 eligible bidders in the ratio of 50/80 x20%, 30/80 x20%, and so on.

(ii) The MSE participating in the tender and quoting price within price band of L1+15% shall be allowed to transport 25% of the total tendered quantity, subject to the bidder match their quoted price to L1 price in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately. In case 25% quantity is distributed to MSEs, then the distribution policy mentioned at Clause No 9 (i) shall be applicable

only for 75% of the tender quantity. However, the MSEs will not be eligible for general distribution, if they are already awarded 25% of the tender quantity as per MSEs Act/Policy. If the MSEs could

not match the price of L1, then 100% quantity of tendered item shall be distributed as per the distribution mentioned as per clause no 1.1(f) (i).

National Fertilizers Limited reserves the right to bifurcate the contract in **50:30:20** ratios between three parties, at matched lowest rates.

If no Tenderer agrees to accept the Rates, Terms and Conditions of L-I Tenderer in that condition, the complete work will be awarded to L-1 Tenderer.

1.1(g). Payment Mode:

Payment shall be released by ECS (Electronic Clearing System) or EFT (Electronic Fund Transfer) if desired by Transporter. Successful Transporters shall provide the requisite details of their Account No. Name & Branch code of Bank, Acceptance/request for release of payment by ECS/EFT, to the CM (Finance & Accounts) of NFL-NANGAL.

1.1(h). Tenderer must satisfy himself completely regarding Terms & Conditions of the Tender, scope of work and working conditions at the units and get clarifications, if any, before submitting the Tender.

1.1(i). Party shall not refuse to provide any other information, clarifications or documents, if required by NFL during the currency of the contract.

1.1(j). Transporter shall furnish all details as required in this Tender document along with supporting documents.

1.1(k). Transporter having common partners/directors/managing partners etc. shall be considered as sister/group/associate Company. In such cases, only one of them shall be eligible for participation in the Tender. Transporter has to submit a declaration along with the Technical Bid that no other firm/sister concern/associate company belonging to the same group is participating/submitting Tender.

1.1(l). Transporters, their associates, sister concern etc. black-listed by NFL or other Public Sector Undertaking or Co-operative Society in the last 2 years shall not be considered.

1.2 Incomplete Tenders/Tender without earnest money and Tenders received after the closing date are liable to be out rightly rejected.

1.3 If the Transporter withdraws the Tender before the expiry of validity period or the transporters whose Tender is accepted by the NFL, fails to undertake the work as per the Terms of contract, the earnest money deposited by the Transporters will be forfeited without prejudice to other measures.

1.4 The Transporter may please note that Tenders must **valid for 120 days** from the date of opening of Technical bid and if the work order is placed during the above period, the transporters will be bound by the Terms, Conditions and rates quoted by him in his Tender throughout the period of execution of the contract including extended period. If the transporters withdraw or revokes the Tender or revises the Terms and Conditions of Tender including Tendered rates for all or any item within a period of aforesaid 120 days, his earnest money will be forfeited beside other remedies available to NFL. The above period of validity of Tender may be extended with mutual consent of transporters and NFL

1.5 DECLARATION OF TRANSPORTERS RELATIONS WITH NFL EMPLOYEES: Should a transporters have a relation or in the case of a firm, one or more of its partners a relation or relations employed in NFL or in case of company any of its official or relations employed in NFL, the authority inviting Tenders shall be informed in writing of the fact at the time of submission of the Tender. If so, the name, designation, department and Employee Number of such employees be indicated, failing which NFL may in its sole discretion reject the Tender or rescind the contract. If

any ex- employee(s) of NFL is/are employed, with the transporter, name, designation, department and employee number of such employee(s) be indicated and if any ex-employee(s) of NFL is/are

employed after acceptance of Tender, the said particulars shall also be intimated immediately in writing to NFL from time to time.

1.6 The transporter shall not be entitled to any claim including any cost, charges, TA/DA expenses or incidentals for the preparation and submission of this tender even if the Management may decide to withdraw the "NIT".

1.7 Rates per MT per KM for transportation of Ammonia from M/s Chambal Fertilizers and Chemicals Limited, Kota (Rajasthan) are to be quoted as per Proforma given in **Annexure-'III'**. The evaluation shall be done based on per MT per KM rate & To and Fro distance as 1725 KM (from M/s Chambal Fertilizers & Chemicals Ltd., Kota to NFL Nangal).

1.8 The price/rates quoted shall be exclusive of GST on Transportation, as provided, in respect of the schedule of quantities, in the conditions of contract and the NFL shall not entertain any claim for enhancement of the price(s) quoted on any account whatsoever.

If there are differences found between the rates given by the transporters in words and figures or in the amount worked out by him in the schedule of quantities and the general summary, these shall be adjusted in accordance with the following rules:

(a) When there is a difference between the rates in figures and words, the rates in words shall be taken as correct.

(b) In case of duplicity in the schedule of quantities, the lowest quoted rate of the transporter will be operated in the contract.

1.9 **Escalation/De-escalation of rates:**

Escalation/de-escalation of rates shall be applicable based on variation in diesel price affected by the Govt. The reference diesel rate shall be as mentioned in Annexure 'III'. The escalation/de-escalation of rates will apply only if the diesel price differential is more than Rs.1.0 /ltr from the reference rate, in that case entire escalation/ de-escalation rates will be considered. Increase or decrease in the price of diesel will be adjusted on the basis of one liter equal to 4 KM / 15MT.

The escalation/de-escalation will be calculated as under:

$$\text{Escalation/de-escalation per KM per MT} = \frac{\text{Revised Rate (Rs. /ltr)} - \text{Reference Rate (Rs./ltr)}}{(4*15)}$$

Escalation/de-escalation shall be calculated once in a month with effect from 1st day of month following the fuel price changes.

It shall be used proportionately for the Tankers as per their carrying capacity.

No escalation / de-escalation adjustments will be considered for lubricants or other fuel.

The difference payable or recoverable on account of increase / decrease of Diesel prices shall be allowed on "To and Fro" distance from **Chambal Fertilizers and Chemicals Limited, Kota (Rajasthan) to NFL NANGAL (PUNJAB)**

2.0 **TENDER OPENING**

The tenders will be opened electronically by us from our Nangal Office in the presence of representatives of Vendors who wish to attend the Price Bid Opening. The submission of bids may however be done by vendors from their office or from a place of their choice or they can visit our

NFL Nangal's office and use NFL's facilities for preparation and submission of their bids. However, bids can't be submitted after the bid submission due date & time as per the schedule. Price bids of

all the vendors who are techno-commercially acceptable shall be opened electronically and such vendors shall be allowed to participate in the Reverse Auctioning.

2.01 PLACE FOR CONDUCTING REVERSE AUCTION

The eligible bidders can participate in the online reverse auction from any place of their choice and need not to visit our NFL Nangal's office for this purpose. The reverse auction shall however be done on the website : <https://etenders.gov.in/eprocure/app>. The password and user ID for the activity shall be allotted to eligible bidders later on before the start of reverse auction.

Though a vendor need not visit NFL Nangal's office for participating in this tender but in case NFL opts to have negotiations with the R1 bidder (Lowest bidder after conclusion of Reverse Auction) as per clause no. 2.02 given below, such negotiations shall be held at NFL's Nangal office only. Prior intimation shall be given for the same.

2.02 STARTING/BASE PRICE FOR REVERSE AUCTIONING

The Opening Price/Base price for reverse auction will be informed after the opening of Financial/Price Bids. This shall be the lowest landed (FOR Destination) rate received against the initial price bids submitted by participating vendors.

The duration for the event would be for 45 minutes. ***The Bid Decrement would be 0.02 Rupees per MT per KM.*** If any supplier tries to bid in the last 5 minutes then the bid duration will increase by 5 minutes. There will be infinite extension if any supplier tries to bid in the last 5 minutes. NFL would be given one Buyer Login ID to view the event.

The contract shall be finalized on per MT per KM Rate Basis.

NFL reserves the right to negotiate with R1 bidder after conclusion of Reverse Auction at its sole option. In such case, the negotiations shall be held with R1 bidder only at NFL's Nangal Office and prior intimation shall be given by NFL to such bidder.

For calculating the break-up of price of a particular vendor for the purpose of determining the component of freight charges and GST etc. at the time of placement of P.O., back working of price from the final R-1/matched landed price shall be done by keeping the absolute value of freight charges, percentage of GST as fixed as quoted by the vendor in his initial price bid. No separate confirmation shall be taken for the same from the vendors.

3.0 NFL NOT responsible for Transporter's Employees:

Transporter may employ such employees as he may think fit, and the employees so employed shall be the employees of the transporter for all purpose whatsoever and shall not be deemed to be in the employment of NFL for any purpose whatsoever. The transporter shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever NFL is held liable or responsible in any manner whatsoever for the default or omission on the part of the transporter in abiding by aforesaid rules, laws and regulations or held liable or responsible to the employees of the transporter in respect of any matter whatsoever, NFL shall be reimbursed by the transporter for the same as also any other expenses or costs incurred by NFL on any proceedings or litigations as a result of any claim, demand or act on the part of transporter NFL shall be entitled to claim damages or compensation from the transporter in that event. The NFL reserves its right to deduct the above stated claims/ expenses etc. from the dues of the transporter whether under this contract or any other contract or otherwise recover the same from the transporter.

The transporter is liable to take all precautions in respect of his tankers, men and materials as per safety code. In case of any injury or casualty of transporter's driver, cleaner/employees during working hours or outside, the transporter shall be solely responsible and to pay all the

compensation/ex-gratia/aid from his pocket. NFL will not be responsible for such compensations at all, nor shall pay/reimburse any cost to the transporter or his driver/cleaner/ employees. The

transporter shall be liable to NFL for any act of commission or omission on his part or on the part of his driver/cleaner/ employees thereby causing any loss, damage or inconvenience to NFL.

3.01 **Transporters to Indemnify NFL:**

The transporter shall indemnify NFL and every concerned officer and employee of NFL against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with matters referred to in relevant clause and against all actions, proceedings, claims, demands, costs and expenses which may be made against NFL or Govt. for or in respect of, arising out of any failure by the transporter in the performance of his obligations under the contract documents.

3.02 **Payments of claims and demands:**

Should NFL have to pay any money in respect of such claims or demands the aforesaid amount so paid and the cost incurred by NFL shall be deducted from the transporter's bill or recovered otherwise and transporter shall not be at liberty to dispute or question the right of the NFL to make such payments notwithstanding the same may have been made without its consent or authority or in law or otherwise to the contrary.

3.03 A transporter at his own risk and cost will make goods, any damage or loss caused to plant equipment etc during execution of this contract. In this regard decision of officer in charge is final and binding to the transporter.

3.04 **Insurance of Employees of Transporter:**

The transporter shall at its own expense carry and maintain insurance as per employees State Insurance Act, 1948 (up to date) when applicable for its employees and shall indemnify and hold harmless NFL from all liabilities whatsoever on this account.

3.05 **Dispute not to hold up works:**

The successful transporters shall not stop the work in case of any dispute(s) unless further progress of work has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the transporter shall be considered as a breach of Contract and NFL reserves the right to take such action as it may deem fit keeping its interest as paramount.

3.06 **FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:**

If at any time after acceptance of the Tender, NFL decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, NFL shall give notice of 15 days in writing to the effect to the transporter and the transporter shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

3.07 The time allowed for execution of the work as specified in work order/letter of acceptance of NFL or the extended time in accordance with these condition(s) shall be the essence of the contract. The date of the commencement of work shall be reckoned on the date on which the LOI is issued or written order to commence the work, whichever is later. If the transporter commits default in commencing the execution of the work as aforesaid, the NFL shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money/initial security deposit absolutely beside other remedies.

3.08 The successful Tenderer shall be required to execute formal agreement with NFL within 10 days on receipt by him the letter of acceptance from NFL in respect of his offer for carrying out the

works according to Terms and conditions of contract. The agreement to be executed will be in the form prescribed by NFL for the purpose, on a NON-JUDICIAL STAMP PAPER of the value of Rs 100/- (Rupees Hundred only) to be purchased by transporter as specified in the work order. Cost of stamp paper shall be borne by the contractor. No payment will be released to the contractor unless agreement is executed.

4.0 Transporter's obligations:

4.01 The transporter shall on instruction of the officer in charge immediately remove from the work any person engaged/ employed thereon who may misbehave or cause any nuisance or otherwise in the opinion of the officer in charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior permission of officer in charge in writing.

4.02 The successful transporter shall provide all reasonable facilities and cooperation to various other agencies and transporters for services not included in the contract, who may be working on the site simultaneously so that the entire work can proceed smoothly and simultaneously to a successful completion. The transporter must take all the aforesaid factors into consideration while quoting the rates for Tender and no extra charge will be allowed on any grounds arising out of or relating to the aforesaid factors.

4.03 MEDICAL TREATMENT IN CASE OF ACCIDENT

It shall be the responsibility of the transporter to give medical treatment to his injured staff/workman/employee, who has met with an accident arising out of and during the course of employment, in case, the transporter fails to give medical treatment the company shall do so and shall recover the expenditure on account of medical treatment from the transporter's bill or from other dues of the transporter, if any or otherwise recover the same from transporter.

4.04 As a safeguard against the entry of bad elements into the NFL premises, the transporter should get the antecedents of his representative/driver/cleaner staff/employees/labour verified by him before employing them.

4.05 The transporter shall indemnify NFL against any loss/injury while performing duty whether in station or out of station.

4.06 The transporter shall comply with all applicable central, State laws for the time-being in force.

4.07 Any act on part of the transporter or his employees which will be prejudice to the reputation of NFL, shall constitute grave breach of condition of the contract and shall render the contract liable for termination within 48 hours' notice. In such event, the security deposit held by NFL shall be forfeited without prejudice to any other remedy to which NFL may be entitled.

4.08 The transporter shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without NFL's written permission. Any breach of this condition shall entitle the NFL to terminate the contract under clause 10 of these conditions and the transporters/transporter shall also be liable for payment to NFL in respect of any loss or damage arising or ensuing from such cancellation of contract. The permitted subletting of service by the transporter shall not absolve the transporter of any responsibility under the contract. In the event sufficient dues are not available to reimburse NFL for the expenditure incurred by it for the above, the transporter shall reimburse NFL for the same.

4.09 The transporter should ensure that his representative/their driver, cleaner and labour employed by him is confined to the specified area of work for which the contract has been awarded, it is also the responsibility of the transporter to ensure that the labour so employed by him does not

go to the other areas of the plants etc.

The tanker drivers shall not infringe any of the structure inside NFL factory area and must not cross rail tracks without the permission of the executive department. They will park their tankers at the specified place only.

4.10 Entry gate passes: The transporter shall make necessary arrangements for getting the entry/exit of his employees and tankers inside/outside the factory/ plant area as per procedure laid down by NFL from time to time.

5.00 SPECIAL TERMS AND CONDITIONS AND SCOPE OF WORK.

5.01 Scope of work includes all jobs/operations related to dispatch/transportation of Liquid Ammonia by road in tankers from **M/s Chambal Fertilizers and Chemicals Limited, Kota (Rajasthan) to NFL NANGAL (PB).**

5.02 The transporter shall load only permitted load in the tankers as specified in the Motor Vehicle Act and mentioned in the registration certificate of the vehicle.

5.03 The transporter shall ensure that the tankers used for loading of Ammonia are fully comprehensively insured and are fit to run in all respects duly passed by Motor Vehicle Deptt.

5.04 The tanker driver must have a valid license with them. Drivers should be trained for emergency conditions & procedures and carry with them the training certificate .The drivers and cleaners must keep their Identity Cards with them and show the same on demand to CISF or any Authorized Officer of NFL at NFL factory.

5.05 The Transporter shall ensure that the Road Tankers supplied for transportation of Ammonia shall fulfill all the conditions, including mentioned below as a safety measure:-

- a) Tanker is free from any physical/technical defects and foreign material.
- b) Personal protective equipments especially Gas Masks are available.
- c) Level Indicator in working conditions in the tanker.
- d) Fire extinguisher foam/DCP is available with the Tanker.
- e) Safety valves are in working order and its Test Report available with the tanker.
- f) All the safety instructions displayed outside of the tanker.
- g) Drivers should carry a Transport Emergency Card (TREM Card) with them.
- h) Carry valid explosive / compressed gas license for transportation
- i) Comply with all statutory obligations for carriage of toxic/ explosive material.

If the tankers placed for loading are returned due to non-fulfilling the above conditions or any other reason, whatsoever, nothing will be paid on this account.

Transporters shall ensure that the tanker has been used for ammonia services only.

5.06 COMPLIANCE OF VARIOUS LAWS, RULES AND REGULATIONS: The transporter shall be governed by the labour laws, if applicable, and all Motor Vehicle Laws & Acts prevailing in the States & Centre and abide by them as well as ensure compliance. The transporter shall be required to obtain permission from Municipal, Civil, Police and relevant authorities, if required by law, rules and regulations. He shall also pay all taxes, terminals, entry tax, fees and dues/charges of whatsoever which may be liable on account of any of his operations in executing the works/jobs under this contract. NFL shall not pay anything extra on this account.

5.07 The transporter shall comply with all statutory obligations including the above and covered under Motor Vehicle Act & its subsequent amendments in force by the Central Govt. /State Govt. or its authority or being enforced during the contract period without any extra charge. All instructions of the States, Central Government and its authorities including pertaining to payload, route permits, road taxes, entry tax, terminal, Octroi fee or any other liability en route/on road shall be

strictly followed by the transporter or owner of tankers or their drivers on behalf of the transporter without any extra charges.

5.08 The representative of the transporter shall ensure right placement of the tankers on the platform for loading/unloading of Ammonia. Loading will be arranged by Chambal Fertilizers, Kota (Rajasthan) as mentioned above and unloading at destination by NFL Nangal Unit. **However, transporter shall ensure that tankers have compatible coupling for loading at M/s Chambal Fertilizers and Chemicals Limited, Kota (Rajasthan) and unloading at Nangal Unit.**

5.09 It is the sole responsibility of the transporter to ensure safe movement after loading from loading premises, en route and delivery of the same in sound condition to NFL Nangal. The liability of the owner, driver and transporter of the tanker is not absolved till the tanker is unloaded safely at the consignee's premises.

5.10 Transporter shall ensure that all the tankers to be deployed must be fitted with GPS tracking system and should provide requisite User-id & Password to NFL to have access to the system.

5.11 The transporter shall comply to the NDMA guidelines and General responsibilities of transporter in case of any offsite emergency.

6.0 PROPER CHECKING AT THE TIME OF TAKING DELIVERY OF MATERIAL: At the time of taking delivery of the materials, transporter will ensure that the material is received in good condition and it is properly sealed as per requirement. Transporter shall take all precautions and positive steps that are necessary to ensure the material under his charge is protected from loss, damage, contamination or deterioration and the same is transported and delivered safely to the consignee without any shortage. Loss, if any, sustained by NFL due to negligence on the part of Contractor will be recoverable from him.

6.01 LOADING & UNLOADING: Loading and unloading of Ammonia will be arranged by the consignor and consignee respectively. For unloading of material the transporter shall place the trucks at NFL premises between 8.00 AM to 04:00 PM on working days. If the vehicles report after 04:00 PM, NFL may at their sole discretion unload the materials or retain the tanker for unloading on the next working day without liability for retention charges.

6.02 SHORTAGES: Due to nature of item, NFL will allow total variation of (-) 1.5% in weight which includes 1% variation on account of nature of item & 0.5% on account of weigh-bridge variation at the loading point and at the unloading point.

If shortage is up to 1.5% of material, no deduction shall be made. However In case shortage exceeds 1.5% deduction shall be carried out for shortage above 1% of delivered material as per below.

If shortage up to 1.5% - No deduction

If shortage is more than 1.5% recoveries shall be made for total shortages in excess of 1%. Example given below;-

Say shortage = 1.8% of material

Net shortage for deductions will be = (1.8-1.0) % i.e. 0.8% of material

The rate for deductions will be the normal price/ sale price of Ammonia Plus applicable GST Plus 25% departmental charges from the transporter's running Bills or from security deposit or any other recoverable by NFL otherwise.

Freight payment shall be made only for actual quantities received at NFL site.

6.03 The quantity of Ammonia loaded at loading location shall be taken as delivery at the consignee's premises in the same manner in which it has been delivered to them i.e. if the material has been loaded on weighment basis, delivery at consignee's premises shall be taken on weighment

basis and in case material has been loaded from loading point by dip measurement, delivery at the delivery point shall be taken by dip measurement.

6.04 The transporter should have their own/ attached road tankers for transportation of Ammonia duly approved by the Competent Explosive Authorities. The copy of such document has to be submitted at the time of loading of material at loading premises.

6.05 Tankers for loading will be placed within 48 hours of intimation to the transporter.

6.06 It will be the responsibility of the transporter for collection, transportation and delivery of Ammonia Safely and without any contamination and without trans-shipment en route.

6.07 PENALTY FOR DELAY IN TRANSPORTING & DELIVERY OF MATERIAL:

A period of maximum 7 days excluding the date of collection will be allowed for delivery from kota to the destination. Tankers will report at Nangal unit gate and get the date and time affixed on the back side of GR. This date is considered for working out the penalty which is @ 5% (Plus applicable GST) of chargeable freight per day of 24 hrs. (Reckoned from the time of dispatch), will be levied for late delivery. However, maximum penalty will be limited to chargeable freight of the particular tanker.

6.08 The transporter shall ensure that all tankers utilized for transportation are having valid and through inter-state permits. During the entire contract, the transporter will indemnify NFL of all responsibilities of any consequence due to damage/ loss of material and accidents, damage to vehicles or public properties and injuries/ death of personnel of the transporters as well as the members of the public.

6.09 The loading in Tankers will be done as per their approved carrying capacity by registering authority and over loading of materials beyond statutory authorized limit will not be allowed.

6.10 In no case the transporter will suspend/stop supply of tankers for dispatch of Ammonia.

6.11 In case of an accident of any tanker due to any reasons enroute, the transporter will inform the consignee immediately. Survey will be done of the accidental tanker by the transporter before removal from the accident site. The Transporter will lodge the FIR with the nearest Police Station and submit a copy of FIR to the consignee enabling him to lodge a claim with the insurance company. Pending settlement of insurance claim recovery will be made from the running bills of the transporter which will include cost of material and all fees, levy, duty taxes including GST +25% departmental charges. After settlement of the claim the difference between the amounts for which the claim lodged and claim passed by the insurance company will finally be recovered and the rest of the amount, if any, will be released to the transporter.

6.12 Liquidated Damages

In case Transporter fails to execute the delivery instructions, issued by NFL-Nangal on monthly basis, within a period of 30 days, the following shall be criterion for recovery of Liquidated Damages per MT for un- dispatched quantity:

<u>Penalty Amount</u>	<u>Beyond Validity Period</u>
0.5 % per day of Freight	Upto 7 days
1.0 % per day of Freight	From 08 – 15 days
1.5 % per day of Freight	From 16 – 21 days
2.0 % per day of Freight	From 22 – 30 days

The transporter shall have to deposit a penalty amount within 10 days, else the same will be recovered from the Security Deposit/ Bank Guarantee. In that case, Transporters shall have to renew their Bank Guarantee/to deposit the balance amount of security to continue the transportation work. The transporter defaulting in lifting the material shall not claim any right in

this regard and the Consignor shall not be liable to accept any claim demanded whatsoever in this regard.

6.12.1 GST at applicable rate shall be applicable on Liquidated damages/penalty etc.

6.13 PAYMENT OF TAXES AND DUTIES:

1. The transporters(s) shall quote their rates inclusive of all taxes & duties except GST on transportation. NFL shall pay GST on transportation, if applicable, to the concerned department directly under reverse charge mechanism (RCM).

2. Tenderer has to clearly indicate whether opting for discharge of GST on forward charge mechanism in the columns provided in the technical bid & price bid. Evaluation will be based on "Net Landed Cost" after considering the Input Credit Tax available to NFL.

3. In case of change in admissibility of input credit to the NFL during the contractual period, the finalized rate in the tender would be negotiate to such an extent that there will be no additional financial outgo to the NFL in view of amendment in Input tax Credit Provisions, i.e. Finalized rate + applicable GST- Input Credit= Revised rate + applicable GST.

4. Transporter/ Successful bidder's i.e. Goods Transport Agency to issue consignment note to NFL for transportation of goods undertaken by them.

5. In terms of notification No. 13/2017 Central Tax (Rate), dated 28-06-2017 (Sr. No. 1) as amended by Notification No. 22/2017-Central Tax (Rate), dated 22-08-2017, the liability to pay tax devolves on the recipients for supply of services (i.e. NFL)in case the goods transport agency (GTA) has not paid central tax @6% + State Tax @ 6%/ Integrated Tax @ 12% in respect of transportation of goods by road. Transporter Opting for discharge of tax on forward charge to specify the same in the columns provided in the technical bid. NFL shall reimburse GST levied as per invoice issued by the Transporter as prescribed under section 31 of the CGST Act and respective states and Rules.

6. Transporter opting for discharge of tax under forward charge, to provide tax invoice as provided under rule 54(3) of CGST Rule 2017. Payment to Transporter would be released only on receipt of proper tax invoice wherever the tax liability is to be discharged by the Transporter under forward charge mechanism.

7. The Transporter would be liable to reimburse or make good of any loss/ claim by NFL towards tax credit rejected / disallowed by any tax authorities due to non deposit of taxes or non updation of the data in GSTIN Network or non filing of returns or non compliance of tax laws.

8. The transporter opting to pay tax on a forward charge basis to charge tax based on the place of supply provisions.

9. In case, NFL Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/ Union Territory Tax or vice Versa, the transporter is liable to make good the loss suffered by NFL by issuance of suitable credit note to NFL. In case, the transporter does not issue a credit note to NFL, NFL would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.

10. The transporter has to comply with all the provisions of the GST law with respect to movement of goods especially in relation to e-way bills.

6.14 INSURANCE OF MATERIAL:

NFL shall arrange for transit insurance for the product to be transported from **Chambal Fertilizers and Chemicals Limited, Kota (Rajasthan) to NFL NANGAL (PB)**

NFL shall also arrange for public liability insurance for the material transported by road. The policy does not cover liability arising out of willful or intentional non compliance of statutory provisions. Transporters shall bear the costs of liability arising out of negligence of the driver, willful or intentional non compliance of any statutory provisions.

7.0 EARNEST MONEY DEPOSIT (EMD): Tenders can be submitted EMD of **Rs.100000/- (Rupees One Lakh Only)** in the form of:

i) E-transfer in NFL account through RTGS/NEFT.

Our Bank account details are as under: -

Bank Name: **State Bank of India, Naya Nangal**

Account No.: **011070992603 (Cash credit A/c)**

IFSC Code : **SBIN0000689**

MICR : **140002304**

or

ii) Bank Guarantee in the prescribed format from any scheduled Bank excluding Gramin/Co-op Banks. The BG should be valid for a period of minimum 4 months and the party should give an undertaking for extension of the validity of the BG in case the same is desired by NFL. **(Annexure-V (EMD) Performa)Supplier/Contractor may be instructed specially to inform the UTR No. with Name of supplier in order to have hassle free transaction details.**

iii) The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to the NFL Banker i.e. ICICI Bank Ltd., K1, Senior Mall, Sector-18, Noida, UP,201301, IFSC Code ICI0000031, as per following details:-

IFN 760 COV for issuance of bank guarantee.

IFN 767 COV for amendment of bank guarantee.

Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in filed 7037 COV / IFN 767 COV".

iv) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

CHIEF MANAGER (MATERIALS)
NATIONAL FERTILIZERS LIMITED
NANGAL UNIT-140126
DISTT. RUPNAGAR
PUNJAB

In case EMD submitted through NEFT/RTGS, URN No. for the same mention in the offer. Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.

7.1 Forfeiture of EMD: Earnest money will be forfeited at the sole discretion of NFL, in case tenderer after opening of tender, either wholly or in part, refuse to accept the Purchase Order or changes any of the conditions of the tender or changes the quoted rates and/or terms and conditions of the tender within the validity period. If the successful tenderer does not deposit the security as stipulated in the Purchase Order, EMD will be forfeited without further reference.

7.2 Earnest Money deposit of the unsuccessful tenderers will be returned as early as possible after finalization of the tender.

7.3 Earnest Money Deposit will not carry any interest.

7.4 The tenders submitted without Earnest Money Deposit may be summarily rejected without any further reference.

8.0 SECURITY DEPOSIT: To be submitted @10% of the Basic Order Value within 15 days from the date of receipt of Order in the form of :

i) **E-transfer in NFL account through RTGS/NEFT.**

Our Bank account details are as under: -

Bank Name: **State Bank of India, Naya Nangal**

Account No: **011070992603 (Cash credit A/c)**

IFSC Code : **SBIN0000689**

MICR : **140002304**

Or

ii) **Bank Guarantee** in the prescribed format specified by NFL as per (Annexure) enclosed from any of the scheduled Banks excluding Garmin/Co-op Banks in the format against the Security Deposit for the faithful and proper fulfillment of the contract. The BG should be valid for the Delivery Period plus Guarantee/Warranty Period plus 3 months claim period.

iii) The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to the NFL Banker i.e. ICICI Bank Ltd., K1, Senior Mall, Sector-18, Noida, UP,201301, IFSC Code ICI0000031, as per following details:-

- ❖ IFN 760 COV for issuance of Bank Guarantee.
- ❖ IFN 767 COV for amendment of Bank Guarantee.
- ❖ Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in filed 7037 COV / IFN 767 COV".

iv) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

CHIEF MANAGER (MATERIALS)
NATIONAL FERTILIZERS LIMITED
NANGAL UNIT, NAYA NANGAL
DISTT. RUPNAGAR
PUNJAB-140126

In case SD submitted through NEFT/RTGS, URN No. for the same mention in the offer. Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.

8.0 (1.1) The successful tenderer shall be required to furnish non-interest bearing **Security Deposit @ 10% of the Basic Value of the Order after adjusting EMD (if already submitted) within 15 days from the date receipt of order** in the form of e-transfer/Bank Guarantee from nationalized/scheduled bank excluding rural & co-operative bank covering delivery period plus 3 months claim period. Bank guarantee must be directly sent by your banker to NFL. URN No. for the same may be mentioned in the offer.

(1.2) The **Security Deposit** will be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, the tenderer will arrange to get the Bank Guarantee extended as asked for by NFL, else NFL, at its sole discretion may call upon the Bank to pay the whole or part of the amount of Bank Guarantee.

(1.3) The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, NFL will have the right to encash the Bank Guarantee/ **Security Deposit** either the whole or part of value of Bank Guarantee or Security Deposit and tenderer will make good the value of Bank Guarantee/ **Security Deposit** to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

(1.4) The amount so drawn will not in any way affect any remedy to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.

(1.5) In the event of the forfeiture of the whole or part of the **Security Deposit**, the tenderer will deposit further sum/sums, so as to maintain the full **Security Deposit** amount.

(1.6) The **Security Deposit** will be refunded after the contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the **Security Deposit** or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

(1.7) The **Security Deposit** will not carry any interest.

9.0 PAYMENT TERMS

The transporter, after delivery of material to the actual consignee, shall submit the bills to Stores Department of NFL Nangal Unit along with duly acknowledged GTRs of each tanker, in duplicate.

The payment shall be released to the transporter, from Nangal Unit, within 30 days from the date of receipt of the bills complete in all respects in Nangal Unit.

Income tax as applicable shall be deducted at source as per the provision of Income Tax Act of 1961 as applicable from time to time.

9.1 Loading Criteria:

The Tenderers must accept the Terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of NFL. NFL however, may at its sole discretion accept offers having deviation to NIT Terms and conditions in respect of EMD & security deposit by adopting the stipulated loading criteria attached.

10.0 FORCE MAJEURE:

Neither party shall be considered in default in the performance of their obligations under the contract. If such performance is prevented or delayed or restricted or inferred with by reasons of war, hostilities, revolution, rebellion, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto or because of any act of God. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period of it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with utmost efforts on cessation of force majeure events. The party invoking force majeure will inform the other party of the period for which the force majeure conditions continued along with authentic documentary evidence in proof of occurrence of Force Majeure events.

11.0 TERMINATION OF CONTRACT IN FULL OR PART:

A) If the transporter:

i) Fails to undertake the job after acceptance of his Tender and award of work by NFL or

ii) At any time makes default in proceeding with the work in full or in part with due diligence and continue to do so after a notice in writing of 14 days from NFL or

iii) Become bankrupt or insolvent or

iv) Make an arrangement with or assignments in favour of his creditors, or inspection of his creditors or

v) Being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or

vi) have an execution levied on his goods or property on the works or

vii) Assign, transfer, sublets the contract or any part thereof, otherwise, than if any, as provided in the contract or

viii) Unilateral stoppage of work or

ix) Abandon the contract or

x) Persistently disregard the instructions of NFL or

xi) Fail to adhere to the agreed programme of work or

xii) Contravenes any provision of contract or

xiii) Shall obtain a contract with NFL as a result offering Tendering or other non bona fide methods of competitive Tendering or

xiv) if the transporter is an individual or a proprietary concern and the individual or the proprietor dies and if the transporter is a partnership concerned and one of the partners dies, then unless the accepting authority is satisfied that the legal representatives of the individual transporter or of the

proprietor of the proprietary concern and in the case of partnership the surviving partners are incapable of carrying out and completing the contract, the accepting authority shall be entitled to cancel the contract as to its incomplete part without NFL being in any way liable to payment of any compensation to the estate of the deceased transporter and/or the surviving partners of the transporter firm on account of cancellation of the contract. The decision of the accepting authority that the legal representative of the deceased transporter or the surviving partners of the transporter firm cannot carry out and complete the contract shall be final and binding on the transporters. In the event of such cancellation, NFL shall not hold the estate of the deceased transporter and/or the surviving partners of the transporter liable to damage for not completing the contract.

B) Without prejudice to any other remedy, NFL reserves its right to adopt any or several of the following courses:-

(i) Award parallel contract and/or

(ii) To recover from transporter any loss incurred by NFL when the transporter unable to execute the contract and/or

(iii) Terminate the contract and/or

(iv) Forfeit the earnest money, security deposit and/or

(v) To get the execution of contract for the remaining period at the risk and cost of the transporter and/or

(vi) Delist /blacklist the transporter

12.00 ARBITRATION:

The contract shall be governed by and construed in accordance with the laws of India.

For Indian Parties:

(a) "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through designated Authority.

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five Crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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 an 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 Arbitrators(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act 1996 and any further statutory modification or re-enactment thereof and the rules made there under.

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.

The seat and venue of arbitration shall be Nangal Unit.

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."

For Foreign Parties:

(b) "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."

For CPSEs and Government Department:

(c) All commercial disputes between CPSEs inter se and CPSE(s) and Govt. Department(s) Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 Dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/ Organizations shall be included as under:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013- DPE(GM)/FTS-1835 dated: 22-05-2018”.

13.00 JURISDICTION

Notwithstanding any other court or courts having jurisdiction to decide the question (s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in Terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Nangal (where this contract has been signed on behalf of the owner) and only the said courts shall have jurisdiction to entertain and try such action (s) and or proceeding (s) to the exclusion of all other courts..

14.00 ELIGIBILITY CRITERIA

Bidders shall agree to the eligibility criteria for the Tender (Attached as Annexure-II) and shall upload necessary documents (duly numbered) mentioned in it. Any offer not meeting the eligibility criteria shall be rejected.

15.00 **INTEGRITY PACT** - Integrity Pact: You have to upload the duly signed copy of integrity pact as attached with NIT as Annexure-IV.

NOTE:

**N.F.L. NANGAL - GSTIN No.03AAACN0189N2ZD &
PAN No. AAACN0189N**

16.00 If the Transporter is unable to execute the work any loss incurred by the company in this respect, will be, to the Transporter's account. The company may also terminate the contract after giving a three-day notice, if, in its opinion; the work under the contract is not being done to its satisfaction.

The Company will also have the right to get the job done by a third party at the risk and cost of the Transporter till the expiry of the period of the contract and debit the cost plus 25% to the Transporter.

17.00 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.

18.00 In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India and vide Notification dated 01/06/2020:-

- i. Micro:- Where the investment in Plant & Machinery does not exceed Rs. One Crore and turnover does not exceed Rs. Five Crore. or**
- ii. Small:- Where the investment in Plant & Machinery does not exceed Rs. Ten Crore and turnover does not exceed Rs. Fifty Crore. Or**
- Medium: - Where the investment in Plant & Machinery does not exceed Rs. Fifty Crore and turnover does not exceed Rs. Two Hundred and Fifty Crore.**

Please indicate the relevant category in your Offer enclosing the following documents, if applicable:

- a) Declaration of Udyog Adhar Memorandum (UAM) No. by the vendors on CPPP is mandatory from 01.04.2018. Vendors registered with MSME ensure that their UAM number should appear on CPPP, failing which they shall not be entitled to enjoy the benefit of Public Procurement Policy MSMEs Order, 2012.**

Vendor shall submit a copy of UAM (Udyog Aadhar Memorandum) / Relevant certificate as applicable under MSMED.

b) **Please also indicate whether the MSE owned by SC/ST Entrepreneurs. If yes, attach relevant category certificate issued by authorities concerned.**

c) **MSE owned by women entrepreneurs shall upload valid certificate issued by concerned authorities falling which it will be presumed that MSE firm is not owned by women entrepreneurs.**

d) **All MSE Vendors registered with CPSEs are also required to be registered on “TReDS” platform (www.rxil.in) and “MSME-SAMADHAAN” portal of M/o. MSME. as per Department of Public Enterprises office memorandum No. DPE/7(4)/2017-Fin. Dated 17.10.2018.**

In case you are not registered as MSE, you will procure at least 25% of value of contract/P.G. as Goods/Services from MSEs and a certificate to this effect will be submitted by you along with Invoice.

The above documents should be submitted failing which the bidder shall not be entitled for the benefit under MSMED Act.

However, NFL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.

19.00 PUBLIC PROCUREMENT POLICY (Under Make in India) {Annexure-VII for certificate format}

i) Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no.P-45021/2/2017 BE-II dated 15th June 2017 & revision Amended on 04.06.2020 (Copy Enclosed) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.

ii) Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) order 2017. The salient features of which are as under:

a) Minimum local content:- The minimum local content shall ordinarily be 50%

b) Margin of Purchase Preference:- The margin of purchase preference shall be 20%

iii) The ‘Class-I local supplier’/‘Class-II Local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class-I Local supplier’/‘Class-II Local supplier’, as the case may be. They shall also give details of the locations (s) at which the local value addition is made.

iv) In case of procurement for a value in excess of Rs. 10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier’s other than Company) giving the percentage of local content.

v) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment.

A self-certification to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be enclosed with techno-commercial bid.

vi) In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content vendor will be evaluated with 20% purchase preference.

vii) NFL reserves the right to relax the norms on prior experience & turnover for start-ups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, party shall have to submit the relevant certificate issued by the concerned authority.

viii) In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.

ix) Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

x) In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However, the exemption from furnishing Bidding Document fee and EMD shall continue to be available to MSE Bidders.

19.01. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office IOM no. 6/18/2019-PPD dated 23-07-2020 & 8th Feb,2021 shall be applicable: 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 Competent Authority. Bidder shall be required to submit certification regarding compliance with this order on their letterhead as follows:

“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 fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Yours faithfully,
For & on behalf of NFL,

Chief Manager (Materials)

Encls:

1. **Technical Bid Template (Annexure-I)**
2. **Eligibility Criteria (Annexure-II)**
3. **Price Proforma (Annexure-III)**
4. **BG Format (Annexure-IV)**
5. **Loading Criteria (Annexure-V)**
6. **Contract Agreement Format (Annexure-VI)**
7. **Local Content certificate format (Annexure-VII)**

TECHNICAL BID TEMPLATE:

Sr. No	Description	NFL Requirement As Per NIT	Vendor's Comments
1	SCOPE OF WORK	Transportation of Liquid Ammonia of 10000 MT from Chambal Fertilizers and Chemicals Limited, Kota (Rajasthan) on 'As much and as and when required' basis to NFL NANGAL (PB), over a period of twelve months, as detailed in clause no. 1.1 (a) of Tender document.	
2	DURATION & VALIDITY OF CONTRACT	The supply contract shall be valid for the period of twelve months. However NFL at its sole option can extend the period of contract by three months on same Terms and conditions and prices. Please accept as detailed in clause no. 1.1 (b) of Tender document.	
3	VOLUME OF WORK	The tentative quantity to be transported would be approximately 10000 MT from Chambal Fertilizers, Kota (Rajasthan) on 'As much as and as and when required' basis over a period of twelve months. The quantity may increase & decrease to any extent depending upon the requirement of Ammonia by Nangal Unit and other factors whatsoever, as detailed in clause no. 1.1 (d) of Tender document.	
4	DELIVERY INSTRUCTIONS	Material shall be transported on 'As much and as and when required' basis, as per the delivery instructions to be intimated by NFL-NANGAL as per clause no.1.1(e) of our Tender.	
5	SPLITTING OF ORDER AMONG BIDDERS	<p>1. Considering the total quantity to be transported as 10000 MT from Chambal Fertilizers, Kota (Rajasthan) on 'As much and as and when required' basis, 'NFL' intends to split the quantities among three eligible parties in the ratio of 50:30:20. However, In all the cases L-1 Rates (with or without negotiation as the case may be) will be Counter offered to L2 & other desired parties for matching finalized L1 Rates, to become eligible for transportation of allocated quantity. In case L2 does not agree to match L1 Rates and L3 agrees to do so, the L3 will be treated as logical L2 and so on. If the eligible bidders as per tender conditions do not agree to match with L1 rates, NFL, reserves the right to award the balance quantities to the parties eligible and accepting the L1 rates in a judicious manner.</p> <p>The modalities shall be as follows:</p> <p>The quantities should be distributed between L1, L2, and L3 typically in the ratio of work being originally awarded as per tender. For example, as the work is to be split in 3 Lots in the ratio of 50:30:20 and only 1 party is available or agrees to match with L1 Rates, the L-3 quantity, i.e. 20% work shall be offered to the 2 eligible bidders in the ratio of 50/80 x20%, 30/80 x20%, and so on.</p> <p>2.The MSE participating in the tender and quoting price within price band of L1+15% shall be allowed to transport 25% of the total tendered quantity, subject to the bidder match their quoted price to L1 price in a situation where L1</p>	

		<p>price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately as per MSEs Act/Policy. If the MSEs could not match the price of L1, then 100% quantity of tendered item shall be distributed as per the distribution mentioned as per clause no 1.1(f) (i).</p> <p>National Fertilizers Limited reserves the right to bifurcate the contract in 50:30:20 ratios between three parties, at matched lowest rates.</p> <p><u>If no Tenderer agrees to accept the Rates, Terms and Conditions of L-I Tenderer in that condition, the complete work will be awarded to L-1 Tenderer.</u></p>	
6	PAYMENT MODE	As per clause no. 1.1(g) of our Tender	
7	ELIGIBILITY CRITERIA	Bidders shall agree to the eligibility criteria for the Tender (Attached as Annexure-II) and shall upload necessary documents (duly numbered) mentioned in it. Any offer not meeting the eligibility criteria shall be rejected.	
8	VALIDITY OF PRICE BID	Tenders must be valid for acceptance for 120 days from the Tender opening date.	
9	UOM	Rates to be quoted in Rs. Per MT per KM	
10	SHORTAGES	Due to the nature of item, NFL will allow total variation of (-) 1.5% in weight which includes 1% variation on account of nature of item & 0.5% on account of weigh-bridge variation at the loading point and at the unloading point as detailed in clause no. 6.02 of Tender document.	
11	PENALTY FOR DELAY IN TRANSPORTING & DELIVERY OF MATERIAL	A period of maximum 7 days excluding the date of collection will be allowed for delivery from Chambal Fertilizers, Kota (Rajasthan) at the destination. Penalty @ 5% of chargeable freight per day of 24 hrs (reckoned from the time of dispatch), will be levied for late delivery. However, maximum penalty will be limited to chargeable freight of the particular tanker, as detailed in clause no. 6.07 of Tender document.	
12	LIQUIDATED DAMAGES	Please accept LIQUIDATED DAMAGES, as per clause no. 6.12 of our Tender document.	
13	PAYMENT OF TAXES & DUTIES	The transporters(s) shall quote their rates inclusive of all taxes & duties except GST on transportation. NFL shall pay GST on transportation, if applicable, to concerned department directly as detailed in clause no. 6.13 of Tender document.	
14	INSURANCE OF MATERIAL	As per clause no. 6.14 of our Tender	
15	EMD	Submit EMD of Rs 100000/-, as per clause no. 7.0 of our Tender document.	
16	SECURITY DEPOSIT	SD @ 10% of the value of the W.O, after adjusting the EMD as per clause no. 8.0 (1.1) of our Tender document.	
17	PAYMENT TERMS	The payment shall be released to the transporter, from Nangal Unit, within 30 days from the date of receipt of the bills complete in all respects in Nangal Unit as per clause no. 9.0 of our Tender document.	

18	ANY OTHER COMMENT / INFORMATION /REMARKS	No deviation to the Terms & conditions of NIT are allowed. The offer with any condition / deviations are liable to be rejected at sole option of NFL. However, vendors may offer comments, if any.	
19	DELISTING / BLACK-LISTING	Transporters, their associates, sister concern etc. black-listed by NFL or other Public Sector Undertaking or Co-operative Society in the last 2 years shall not be considered.	
20	RELATIONSHIP WITH NFL EMPLOYEES	Tenderer must read the following clause carefully. If reply is positive then detailed information may please be given in the offer. "Should a Tenderer or contractor have a relation or in the case of a firm or company of contractors, one or more of its shareholders employed in NFL the authority inviting Tenders shall be informed of the fact at the time of submission of the Tender; availing which NFL may in its discretion reject the Tender or rescind the contract."	
21	PAN NO.	Please mention your PAN no.	
22	FIRM RATES	Please confirm that quoted rates shall be firm till the execution of order/contract.	
23	GST NO.	Please mention your GST No.	
24	Whether GST to be discharged on Forward Charge Mechanism	Please confirm Yes/ No.	
25	BANK DETAILS	Please Mention your complete Bank Details such as name of bank, IFSC code, branch etc.	
26	CONTACT DETAILS	Please Mention the contact details of the concerned person for further clarification (if any).	
27	SIGNED NIT	Please upload signed copy of NIT towards token of acceptance of all Terms and conditions	
28	Evaluation of Offers	Offers will be evaluated keeping in view of sr.no.1 of Annexure-VI.	
29	SIGNED INTEGRITY PACT	Please upload copy of SIGNED INTEGRITY PACT	
30	Please mention MSE category (SMALL/MICRO/MEDIUM)	(SMALL/MICRO/MEDIUM)	

ELIGIBILITY CRITERIA FOR TRANSPORTATION OF AMMONIA FROM Chambal Fertilizers, Kota (Rajasthan) TO NFL NANGAL (PB)

Sr. No.	Condition	Documents required
1	The bidder should have successfully transported Ammonia through road tankers during last seven years ending last day of previous month in which NIT has been issued.	<p>Bidder shall furnish duly self-attested copies of Contract / Work Order and completion certificates (mentioning the contract period, executed value & date of completion) along with name, address & contact number of the issuing authority for at least one of the following:</p> <p>a) Three completed contracts for Transportation of Ammonia each having annual value not less than Rs.113.16 lakhs</p> <p>(OR)</p> <p>b) Two completed contracts for Transportation of Ammonia each having annual value not less than Rs. 141.45 lakhs</p> <p>(OR)</p> <p>c) One completed contract for Transportation of Ammonia having annual value not less than Rs.226.32 lakhs.</p> <p>(In case, the work order / contract is for a period of one year or more than one year, relevant experience is to be taken for one year period. Accordingly, if period of the work order, for completed work, submitted by the bidder is more than one year then value of the contract shall be interpolated for one year.)</p>
2	Bidders shall have minimum 6 tankers registered in their own name and rest may be attached with them. Prospective transporters shall submit details of capacity of tankers which should not be less than 15 MT each. All statutory requirements	Bidders to furnish supporting documents as under: Registration Certificate, Fitness Certificate from MV Department, Valid License from Explosives Department. (Copies of all certificates should be duly self-attested).

	viz. copies of valid license of “Transportation of Compressed Gas in a Pressure Vessel by a vehicle” from Explosives Deptt. Shall also be submitted by prospective bidders.	
3	The average financial turnover during the last 3 years, ending on 31.03.2022 should be at least Rs.169.74 lakhs. i.e. for the financial year 2019-20, 2020-21 and 2021-22.	Audited Balance Sheet/ Profit & Loss Account for the last three financial years (for 2019-20, 2020-21 and 2021-22). In case, an Audited Balance Sheet/ Profit & Loss account is not available, turnover certified by CA with UDIN to be submitted.
4	Net worth of the bidder should be positive as on 31.03.2022.	Audited P&L and Balance Sheet for FY 2021-2022. In case the bidder does not have audited annual report/audited Balance sheet and profit & Loss statement for FY 2021-22, shall submit a statement regarding the net worth certified by statutory auditor/ practicing CA with UDIN as documentary evidence in support thereof.

Part-II

ANNEXURE-III

PROFORMA FOR PRICE BID

Chief Manager (Materials),
National Fertilizers Ltd.
NANGAL UNIT,
NAYA NANGAL (PIN-140126)
DISTT: RUPNAGAR (PB.)

Sub.: Your Tender No. SN/RMC/AMM.TPT./CFCL/2R Dated _____ due on _____ at _____ PM for
Transportation of Liquid Ammonia from M/s Chambal Fertilizers and Chemicals Limited, Kota
(Rajasthan) to NFL NANGAL (PB).

Dear Sir,

With reference to above mentioned Tender, we hereby submit our Price Bid as under:-

S.No	Description	One way distance (A)	To and fro distance (A)*2	Per MT/KM Rates, exclusive of GST	
				In Figures (Rs.)	In Words (Rs.)
1	Transportation of Ammonia from M/s Chambal Fertilizers and Chemicals Limited, Kota (Rajasthan) to NFL NANGAL	862.5 KM	1725 KM		

Note:

1. Per MT per KM rate quoted above are based on Diesel price of Rs. 88.38 per Litre, prevailing at **Nangal** as on 01.06.2023.
 2. Rate per MT per KM quoted above will remain firm irrespective of quantity to be transported.
 3. Offer will be evaluated, based on per MT per KM transportation rate & to and fro distance as 1725 KM.
 4. However, for placement of contract, per MT rate will be worked out based on per MT per KM rate & to and fro distance as 1725 KM.
 5. The price/rates quoted shall be exclusive of GST on transportation. All charges / taxes & duties (if any) except GST on transportation, must be included in basis price. No other charges shall be payable extra other than GST mentioned in Clause No. 6.13
-

BANK GUARANTEE (FORMAT) FOR EMD

IN CONSIDERATION OF NATIONAL FERTILIZERS LIMITED (NFL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE-III,7 INSTITUTIONAL AREA,LODHI ROAD, NEW DELHI-110 003 (HEREINAFTER CALLED NFL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _____ (HEREINAFTER CALLED THE, THE SAID TENDERER(S)) ' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO _____ FOR _____ HEREINAFTER CALLED "THE SAID TENDERER OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILLMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____ FOR _____ ON PRODUCTION OF BANK GUARANTEE FOR RS. _____ (RUPEES _____ ONLY).

1. WE _____ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO NFL AN AMOUNT NOT EXCEEDING RS. _____ (RUPEES _____ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'NFL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE _____ BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'NFL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'NFL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING _____ (RS _____ ONLY).

3. WE _____ BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALIZATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF NFL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORIZED OFFICER OF NFL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE _____ TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE _____ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'NFL' IN WRITING.

DATED _____ DAY OF _____ 20..

CORPORATE SEAL

FOR BANK

Loading Criterion

Whenever the bidder is silent about the acceptance of NIT conditions such as EMD/ SD/ performance bank guarantee, liquidated damages etc, it shall be presumed that the bidder has accepted these conditions and no loading shall be done while undertaking evaluation. The Tenderers must accept the Terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of NFL. NFL however, may at its sole discretion accept offers having deviation to NIT Terms and conditions by adopting the stipulated loading criteria.

Sr.No	Loading Criterion	Description.
1	Offers received without EMD	EMD amount (absolute value), as required in the NIT shall be loaded on landed cost of total offer value.
2	Non-submission of SD	
2.1	Bank Guarantee Less than 10%	(10%- (quoted percentage)) of basic price @PLR (SBI MCLR + 1 %); on short fall in Bank Guarantee value agreed by the bidder for delivery period with additional one month period
3	Loading on Account of discrepancy in SD /Performance Bank Guarantee	
3.1	Less than 10%	10 % - quoted percentage of CIF/EX-works prices, for interest @MCLR (SBI PLR + 1 %)
4	Loading for discrepancy in acceptance of Liquidated damages Clause.	In case the bidder did not accept LD Clause their bid will be loaded with amount as per Clause 6.12.

CONTRACT AGREEMENT

THIS CONTRACT made on this ____ day of _____, 2022 at(Place) BETWEEN NATIONAL FERTILIZERS LIMITED (NFL), a Public Sector Undertaking (PSU) under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and its Unit/ Office at National Fertilizers Limited, Nangal Unit, Naya Nangal, District: Rupnagar (Pb.) (hereinafter referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the one Part.

AND

M/s _____ (carrying on business as sole-proprietor/partnership/ company etc.,) (Strike out which is not applicable) having its office/ registered office at _____ (hereinafter referred to as "Contractor", which expression shall be deemed to include his/its representatives/successors and permitted assigns) through its authorized representative of the other Part.

WHEREAS the Owner is desirous of executing certain works as mentioned and described in the Work Order/ Letter of Intent No. _____ dated _____ for total Contract value of Rs. _____ only) and whereas the Contractor has agreed to execute the work as specified in the Tender Documents and Work Order/ Letter of Intent referred to above and also in the contract documents.

NOW THEREFORE THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE – I

CONTRACT DOCUMENTS

1.0 The following documents shall constitute the contract documents namely:

- a) This Contract
- b) Tender Document/NIT
- c) Work Order No. _____ dated _____
- d) Letter of Intent / Notification of Award No. _____ dated _____
- e) Contractor Quotation/bid dated _____.
- f) Owner's Tender Document/ NIT No. _____ dated _____
- g) Amendment/ Addendum/ Corrigendum dated _____ (If any) to Tender Document/NIT.
- h) Owner's Letter/email dated _____ (If any).
- i) Contractor's Letter/email dated _____ (If any).

1.1 A copy each of the above documents (a) to (i) are annexed hereto and the said copies have been collectively marked Annexure-I.

ARTICLE -2

2.0 SCOPE OF WORK

2.1 In consideration of the payment to be made to the Contractor as hereinafter provided, he shall with due care, promptness, accuracy and workmanship execute the work in accordance with approved plans, Notice Inviting Tender (NIT), Special Conditions of the Contract, General Terms & Conditions of the Contract, Technical Specifications and the Work Order/ Letter of Intent.

ARTICLE-3

3.0 TERM

3.1 The Contract work shall be duly executed and completed in all aspect and handed over to National Fertilizers Ltd. within a period of _____months/year w.e.f. _____to_____. The time mentioned herein shall be the essence of the contract.

ARTICLE-4

4.0 TERMINATION OF CONTRACT

4.1 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 Engineer-in-charge/officer-in-charge may, without prejudice to his right against Contractor in respect of any delay, bad workmanship or otherwise 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:

Default or failure by Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Contractor becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.

-Abandons the work

Or

-Persistently disregards the instructions of the Owner in contravention of any provision of the Contract.

Or

-Persistently fails to adhere to the agreed program of work

Or

-Sublets the work in whole or in part thereof without Owner consent in writing

Or

-Performance is not satisfactory or work is abnormally delayed

Or

-Defaults in the performance of any material undertaking under this Contract and fails to correct such default to the reasonable satisfaction of the Owner within fifteen days after written notice of such default is provided to the Contractor

Or

- Conceals or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

4.2 Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner.

Such termination will be by **15 (fifteen) days'** notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

4.3 CONSEQUENCES OF TERMINATION

If the contract is terminated by NFL for the reasons detailed under clause no. 4.1 of above or for any other reason whatsoever:

- i) NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.
- ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- iii) The Contractor 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.
- iv) All the dues payable to the Contractor 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.
- v) Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in the tendering process of NFL in all units / offices as per NFL's rules & regulations.

ARTICLE-5

5.1 FORCE MAJEURE CLAUSE (FMC)

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice

to other party of such conditions and cause thereof from within **15 (Fifteen)** days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **90 (Ninety) days**, either party may at its option terminate the contract by giving notice to the other party.

For delays arising out of Force Majeure neither NFL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to them happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.

ARTICLE-6

6.1 INDEMNITY BY CONTRACTOR

The Contractor shall indemnify and save harmless Owner from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Owner by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not directly or indirectly any damage shall have been sustained.

ARTICLE-7

7.1 ENTIRE CONTRACT

The contract documents mentioned in Article-I hereof embody the entire contract between the parties hereto and the parties declare that in entering this contract, they do not rely upon any previous representation whether express or implied and whether written or oral or any inducement, understanding or agreement of any kind not included within the contract documents and all prior negotiations, representations contract and/or agreements and understanding are hereby cancelled.

ARTICLE-8

8.0 NOTICE

8.1 Subject to any provisions in the contract documents to the contrary, any notice, order of communication sought to be served by the Contractor on the Owner with reference to the contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only, if delivered by Hand or by Registered Post/ Speed Post or email to the Officer/Engineer-In-Charge as defined in the General Terms and Conditions of the contract.

8.2 Without prejudice to another mode of service provided for in the contract documents or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner on the Contractor with reference to the contract shall be deemed to have been sufficiently served upon the Contractor if delivered by Hand or through Registered Post/Speed Post or email to the Contractor at his specified address at_.

ARTICLE-9

9.0 WAIVER

9.1 No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of contract or any obligation or liability of the Contractor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the Owner or notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce such right remedy, obligation or liabilities as the case may be.

ARTICLE-10

10.0 NON-ASSIGNABILITY

10.1 The contract and benefits and obligations thereof shall be strictly personal to the Contractor and shall not on any account be assignable or transferable by the Contractor, except without written prior permission of Owner.

ARTICLE-11

11.1 DISPUTE RESOLUTION

For Indian Parties

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A “Notice of Dispute” shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty **(30) days** from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority i.e. Unit Head/Director/C&MD *(Strike out which is not applicable)*.

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within **30 days** from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within **30 days** thereafter. If a Party to the

dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.

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.

The seat and venue of arbitration shall be at **Nangal, District: Rupnagar(Pb.)**

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.”

11.2- For Foreign Parties

“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.”

11.3 - For CPSEs and Government Department

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se , and also between CPSEs and Government Departments / Organizations (excluding disputes relating to Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/000312019-FTS-10937 dated 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties.

ARTICLE-12

12.0 JURISDICTION

Notwithstanding any other Court or Courts having Jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of Competent Civil Jurisdiction in this behalf at **Nangal, District: Rupnagar (Pb.)** and only the said Court(s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract in duplicate at the place, day and year first above written.

SIGNED & DELIVERED
For and on behalf of
National Fertilizers Ltd
(Owner)

SIGNED & DELIVERED
For and on behalf of
Contractor

(With Rubber Stamp)
Date:
Place:
In the Presence of:
Witness

(With Rubber Stamp)
Date:
Place:
In the Presence of:
Witness

1.
Signature
Name of Signatory
Address

1.
Signature
Name of Signatory
Address

2.
Signature
Name of Signatory
Address

2.
Signature
Name of Signatory
Address

DECLARATION CERTIFICATE FOR LOCAL CONTENT
(Tender value Less than Rs 10 Crores)

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID / TENDER No.
ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.
“Local content” as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.”
- (c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’, and as above.
- (d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

i) I seek benefits against the following policy only (**Select only one Option**):

1) PPP MSE Order 2012	<input type="checkbox"/>	(applicable for MSE manufacturers)
2) PPP MII 2017	<input type="checkbox"/>	(applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

(e) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(f) I accept that the Tendering Authority / Institution / NFL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / NFL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder