

TENDER DOCUMENT

FOR

**"Handling and Transportation Contract of Fertilizers
through GeM for
Rake point Bargawan(Madhya Pradesh)"**



National Fertilizers Limited

(A Govt. of India Undertaking)

CINL74899DL1974GOI007417

Zonal Office

A/A-2, Office Complex, Gautam Nagar, Bhopal- 462023

INSTRUCTIONS TO THE TENDERER

National Fertilizers Limited is the second largest producer and marketer of nitrogenous fertilizers in the country. The five-urea production units of the company are located one each at Nangal and Bathinda in Punjab, Panipat in Haryana and two at Vijapur in Madhya Pradesh. To make the urea available to the farmers through a network of dealers, Co-operatives, Agro industries Corporation etc., Urea is dispatched through rakes from the production unit's up-to rake points/ports in different states. At these rake-points, services of handling and transport contractors are required to clear the rakes and to further transport the material to the sale/ storage points. Parties should go through the contents of this tender document carefully and submit it along with all the required documents / information.

1. Quotation of bidders against this Tender must be uploaded by prospective bidders on or before the tender closing date & time.
2. Important Dates
The following is an indicative timeframe for the overall process. NFL reserves the right to vary this timeframe at its absolute and sole discretion and without providing any reasons thereof. However, changes to the timeframe will be communicated to the affected Respondents during the process.

Particulars	Details
Tender Number	NFL/MKTG/BPL/HNT/2023/31
Date of Publishing of Tender	09.02.24 at 11:00 hrs
Date of pre bid meeting with interested vendors at Zonal Office	N.A.
Documents Download End Date & Time	01.03.24 at 15:00 hrs
Bid submission last date & time	01.03.24 at 15:00 hrs
Technical bid opening date &time	01.03.24 at 15:30 hrs
Price bid opening date & time for technically qualified parties	To be notified later
Place of Opening of Bids	Zonal office, Bhopal
NFL's website	www.nationalfertilizers.com

NFL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the Vendors by email/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the bidder to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. NFL shall not be responsible if a bidder is not able to participate in any activity related to this tender due to change in tender schedule.

3. Mode of Tendering

National Fertilizers Ltd. (NFL) intends to select a vendor for “Handling and Transportation Contract of Fertilizers for **Bargawan(Madhya Pradesh)** Rake point as per scope given in the tender document, in Two part bid system, through e-tendering. In this regard, NFL invites offers from eligible bidders. The NIT will be posted on **website: www.nationalfertilizers.com** and also at **Government e Market Place (GeM) (URL: <https://gem.gov.in/>)** where parties will be able to download the tender documents for participation in the e-tender and submit their bids online. Bidder may submit the Bid Formats dully filled and signed could be scanned. Other documents could be in PDF format.

Use of digital signature certificate shall be as per applicability of GeM portal for participating in e-tendering process.

Bidder shall submit their bid and participate in this tender as per the requirements of the e-tendering system. However, in case of any help/clarification, Bidder may contact any one of the following:-

a) M/s National Fertilizers Limited

Zonal Manager NFL, Bhopal Contact no.9305119425 e-mail: tejinder@nfl.co.in	I/c Logistics : Shuchita Sharma Contact No.9516607542 e-mail: shuchitasharma@nfl.co.in
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b) Please see GeM portal for technical support

4. To participate in e-tendering of NFL, please refer **Government e Market Place (GeM) (URL: <https://gem.gov.in/>)** for System requirement, Browser configuration, procedures etc.

5. All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. NFL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified/ rejected and such vendor shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.
6. It is the entire responsibility of the vendors to protect their own login Id and Password/digital certificate so that is not misused by any other person.

7. TENDER OPENING

The tenders will be opened electronically by NFL at concerned Zonal Office. The submission of bids may however be done by vendors from their office or from place of their choice within the scheduled due date and time.

Price bid of all techno commercially qualified vendors shall be opened electronically with prior intimation of date and time of opening to all qualified vendors by NFL.

NFL reserves the right to reject or accept any tender without giving any reason.

8. JOB AND REQUIREMENT

8.01 The Contract involves Handling and Transportation of fertilizers from rake point/ warehouses to various destinations in different slabs given elsewhere in this document. The work includes clearing, handling of fertilizers, bagged in normally 50 Kg./45 Kg. bags and in rare cases bagged in smaller quantities. The fertilizers will be dispatched from our factories or ports to railhead in rakes. Each full rake will contain approximately **2600-4000 MTs.** quantity or more as per the policy of Railways. On certain occasions half rakes containing about **1300-2000 MTs** or more as per policy of Railways, may also be placed. This quantity will have to be handled at the rake point and transported to various destinations as per the dispatch instructions provided by Area / District In-charge.

9. TENDER FORM

9.01 The tender document contains the General Terms and Conditions i.e., Schedule –1, which shall be duly signed by the tenderer or their authorized representative and uploaded. Tenderers may note that conditional offers shall not be entertained.

9.02 The General Terms and Conditions i.e., Schedule – 1, will be deemed to be the part of contract and agreement.

9.03 Persons or person signing the general terms and conditions i.e., Schedule – 1, shall indicate his authority while signing the tender i.e. as a sole proprietor or authorized partner of a firm or as a Secretary/Manager/Director duly authorized etc. of a Private/ Public Company. In case of truck operators unions / Transport Cooperative, the person signing

the general terms and conditions i.e. schedule-I should have the authorization from the executive body with his designation. (Such Truck Operator Unions / Transport Cooperatives should have valid registration certificate from the Registrar, Firms, and Societies of the respective states, notarized copy of the same to be enclosed. In addition such bodies are also required to enclose notarized copy of the latest elected body).

- 9.04** Rates should be quoted in Rupees Per M.T. Per Km. basis against each slab in the requisite format of schedule II- A, only.

Composite Wagon handling charges should be quoted which shall include un-loading from the wagons, stacking on the platform, De-stacking and loading in the trucks. However these composite charges of wagon handling shall be quoted separately for Covered and Open wagons.

- 9.05** To establish the status of the tenderers, as L1, L2, L3,, contract value shall be worked out as per the rates tendered by the tenderers. *Sum total of Handling & Transportation expenses for given plan will be base for deciding L-1 (Lowest), L-2, L-3... and so on.* Following assumptions shall be made while working out the financial implications;

i) a) *For working out the average rate of a particular slab, it shall be assumed that equal quantity moves in each kilometer of that slab.*

b) Price bid shall be evaluated based on slab wise quantities as per the movement plan given in tender document.

c) *If the amount of transportation charges PMT calculated for the lowest distance in a particular slab, are lower than the transportation charges PMT calculated for any distance for the preceding distance slab then for those distances the charges PMT payable would be restricted to the lowest distance of the succeeding slab i.e. applying back drop method. (Applicable from slab 2 onwards).*

- ii) For rake handling, rate for closed wagons & rakes containing quantity above 3100MT shall be taken into consideration. Open rakes are received on rare occasions and rates for handling open rakes are taken for such instances.

Bidders are required to quote rates for all 16 heads, irrespective of the fact that no quantity is proposed in particular head. These rates are required , in case need arise to get the work done during currency of contract.

Excel Sheet is uploaded indicating quantity in all heads as per estimation for a rake point as per applicability. Final amount calculated in sheet is to be quoted by bidder in GeM portal for evaluation of L-1 bidder. PDF of same has to be uploaded by bidder as price break up. In the absence of pdf upload of price breakup tender is liable to be rejected. It is further clarified that price breakup sheet calculates total financial

implication of contract period which is to be quoted by bidder. Total financial implication includes GST on Handling charges and Nil of transportation charges(being under RCM). In case bidder add GST in contravention to specified above, tender is liable to be rejected.

Rates of Handling and Transportation are to be quoted by bidder excluding GST. However, total bid value will be calculated including GST @ 18% on handling charges, which is incorporated in excel upload.

In case of discrepancy between the Lump Sum quoted price on the portal and uploaded price breakup by the bidder, the Lump Sum price will prevail. Buyer can ask for the revised breakup from the service provider offline.

10. SUBMISSION OF DOCUMENTS.

There shall be two part bidding system for this tender

S. No.	Contents to be uploaded	Referring page no.
1	<i>Details of RTGS/UTR/TRANS ID No.towards EMD of Rs.25000/-</i>	
2	<p>I. Details of the firm with complete address and telephone number in attached format</p> <p>II. For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized</p> <p>III. For partnership firms – Affidavit in originals duly notarized, confirming the current status of the firm alongwith names of the partners. Copy of partnership deed duly notarized to be uploaded.</p> <p>IV. For Truck operators Unions/Transport Cooperatives - Notarized copy of the valid Registration certificate from The Registrar, Firms and Societies of the respective state. In addition such bodies are also required to upload notarized copy of the latest elected body.</p> <p>V. For Limited companies, notarized copy of Memorandum and Articles of Association (<i>this only need to be submitted physically-not to be uploaded</i>) and list of directors.</p> <p>A letter of Authorization for the person responsible for day to day activities to be uploaded for all categories.</p>	
3	Affidavit as per Annexure -1 to be uploaded	
4	<i>Declaration of dealing with NFL as Dealer/PG operator, if any. If yes upload details (on firm letter head).</i>	
5	Certified copies of balance sheet with P & L Accounts for the last three years.(Relaxation for MSE/Startup will be applicable as per policy detailed at GeM portal)	
6	Income Tax returns for the last three years. (Self-certified) .(Relaxation for MSE/Startup will be applicable as per policy detailed at GeM portal)	

7	Permanent Account Number. (Copy of self-certified PAN card of self/firm –as applicable).	
8	Goods and Service Tax Registration No (self-certified).	
9	Latest certificate in original on letterhead of bank as per Annexure -2	
10	Experience certificates either in original or self-certified for rake handling and transportation of fertilizers and other bagged commodities and/or self-certified copies of appointment letters/LOI. Certificates should mention name of the company, period of experience and competence of the tenderer. Experience certificates are to be submitted in accordance with provisions of GeM portal.	
11	Requirement of undertaking regarding registration under MSMED Act-2006 : If the parties submitting tenders for H&T contract for Rake Point, Bargawan(Madhya Pradesh) are registered as Micro/Small/Medium Enterprises as per MSMED act-2006 , the same may be confirmed by the party in form of undertaking given on its letterhead and also upload a copy of the registration certificate in support thereof. (Annexure-3).	
12	Integrity Pact : To be executed on plain paper and to be uploaded along with technical Bid for the tenders having a estimated value of Rs. 1 crore or more. Bidder will sign the integrity pact as per enclosed Annexure-4 which is an integral part of the tender document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website viz. www.nationalfertilizers.com .	
13	Instructions to Tenderer (Introduction) and Schedule-1&2(Scope of work), duly signed and stamped by tenderer.	
14	Self-Certification Form: Make In India (Local Content) (On party/Company's Letter Head) Annexure-5	
15	Model Clause Certificate: Public Procurement No. 1 (On party/Company's Letter Head) Annexure-6	
16	Self attested copy of proof of independent EPF& ESI Code numbers of tenderer. Only tenderers, who have their own independent EPF & ESI Code numbers shall be considered as technically qualified for tenderer.	
17	Self attested copy of registration under shop and establishment Act within the State for which tender is being invited.(Bidder must have registration under shop and establishment Act within the state for which tender is being submitted. The certificate should be valid on the date of submission of tender. In the absence of above tender is liable to be rejected.)	
18	Any other relevant information /document.	

The Annexure 1 & 2 in originals should be verified by NFL's committee at the time of physical verification at Bidder's location. The said committee will scrutinize documents uploaded as techno-commercial bid and also credential report of the bidder collected from different **sources containing 1. Market Credibility/ Reliability 2. Competence 3. Market Reputation 4. Financial Position 5. Has the party ever been involved in legal disputes with any organization 6. Has the party ever been involved in other disputes with any organization 7. Has the party ever been de-listed/ black-listed/de-barred from participating in tendering process etc. and on the basis of the same will make recommendations for technical qualification or**

disqualification of the tenderer. Tender Committee consider all documents submitted/uploaded by the party including field credential reports/ recommendations of the Area Office Committee/ State Manager for the purpose of technical qualification/ disqualification of the tenderer and opening of price bids of technically qualified parties. The tenderers shall be liable to be disqualified/rejected if their Credential Reports is not found satisfactory. Bidders need to put seal of firm and signature of authorized signatory, on every page of NIT and documents to be uploaded, as a token of acceptance of NIT terms and conditions

Part 2 : Price Bid as per Schedule II available in the tender document is to be uploaded on website **Government e Market Place (GeM) (URL: <https://gem.gov.in/>)** only.

There are two parts of Schedule II, one for Rates for handling of material at railhead / godown and second for Rates for transportation of material from railhead / Godown. Both of these Schedule II parts are to be filled appropriately. All the columns/desired rates need to be filled. .pdf file is to be uploaded as price break up

11.0 If the tender committee forms the opinion on the basis of available information that the contractor is having implicit or explicit relations with the NFL dealer or company employee, in that case the committee will reserve the right to reject the tender offered for handling and transportation contract.

12.0 The tentative quantity of fertilizers likely to be handled and transported from the rake point / warehouse is indicated in the clause 10.0 of Schedule I & also indicated in the excel upload of Schedule I.

13.0 If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an 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.

14.0 System failures and remedial measures thereof/course of action to be followed: 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:

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 considering the merit of the cases.
2	Bids have been submitted but the same cannot be opened by NFL.	The due date of opening shall be extended suitably.

15.0 SAC CODEs

The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the SAC code of services/item and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST).

Bidder / Vendor shall have valid GSTIN / GST, Provisional ID and provide Invoice/bill and all other documentation (such as E Way bill, transportation copy of invoice/bill, etc.) in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relations to payment of GST.

Details to be submitted by the tenderer and to be uploaded along with techno-commercial bid

To

The Zonal Manager,
National Fertilizers Limited,
Concerned Zonal Office

Sir,

Sub: Tender for appointment as Contractor for Handling and Transportation of fertilizers at rake point **Bargawan(Madhya Pradesh)**

I / We have visited the site of work and satisfied myself / ourselves regarding local conditions. I / We have carefully studied the instructions to the tenderer and general terms and conditions i.e. Schedule No.1. I / we have uploaded the documents as per clause 10 of the "Instruction to the Tenderer" for consideration to appoint me/us as Handling and Transport Contractor.

1. Name of the Party (Sole proprietor / Partnership firm / any other, to be specified)
2. Address
3. Telephone No.
4. Name of the Proprietor/Partner/ President/Director etc. signing these documents.
5. E-mail address

(if partnership firm, all partners are required to sign, in case of Company the duly authorized director/signatory)

Thanking you.

Yours faithfully,

(Signature & Rubber Stamp)

SCHEDULE - 1

1.00 GENERAL TERMS AND CONDITIONS

1.01 NFL invites e- tenders for handling & transportation of fertilizers, normally bagged in 50 Kg/45 Kg. packing and sometimes in small packing's. The contract involves handling and transportation of fertilizers at various railheads, godowns, warehouses etc.

1.02 The successful tenderer shall ensure that the material handed over to him is delivered in full at the destination without any damage either to the material or to the packing and within the shortest possible time but not later than three day from the date of lifting from the rake point and godown. In case of damage to the material or packing, the contractor will have to make good the loss to Company. In case of delay in delivery of material, at destination, the contractor shall have to pay liquidated damages to Company at the rate of Rs. 100/- per truck per week or part thereof for each truck load from the expiry of three days from the date of lifting from the rake point or godown. In case of shortage of material (urea) en-route, the contractor shall have to pay to the Company as compensation, an amount equivalent to the value of material short delivered at destination calculated at the prevailing rate as fixed and revised from time to time for different production units under New Pricing Scheme (NPS), by Government Of India, Ministry Of Chemicals and Fertilizers, Department Of Fertilizers, which is higher than the consumer price in case of urea; and for the complex fertilizer at maximum price decided by the Company from time to time plus subsidy as compensated in case material is short delivered at the destination.

2.00 DEFINITIONS:

2.01 The "Company" shall mean NFL having its Registered office at New Delhi (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns.)

2.02 The "Contractor" shall mean the tenderer, whose tender has been accepted and shall include his legal representatives, successors and assigns.

2.03 In-charge Marketing shall mean the officer in administrative charge of the Marketing Division of NFL.

2.04 Zonal Manager/State Manager/Area Manager shall mean the officer in administrative charge of Zonal / State /Area office, NFL.

3.00 SUBMISSION OF TENDER

3.01 The tenderer, should submit tender after studying the entire tender document and instructions to the tenderers carefully, visiting the sites, for satisfying himself of the local conditions, locations, accessibility of sites, nature, extent and character of operation, may obtain all clarifications before the tendering. Submission of tender implies that the tenderer has obtained all the clarifications required by him. No claim on ground of want of knowledge, thereafter, in such respect will be entertained. The tenderer should quote rates in figures only in Rupees per MT Per Km for different movement slabs and in Rupees per MT, for wagon handling in the two separate formats of Schedule No. II.

Tenderers have to tender the rates for transportation, only on slab rates irrespective of existence of truck union. Truck operators union /Transport Cooperatives which are registered with the registrar, Firms and Societies of the respective states to be supported with a notarized copy of the valid Registration certificate can also participate in the tenders directly but they shall have to tender the rates on slab rate basis. For tenderers other than registered truck operators unions / transport cooperatives, it shall be the responsibility of the tenderer to deal with the union if existing at any rake point. Tenderer shall have to arrange the movement as per the movement plan on rake to rake basis. Increase in transportation rates during the contract period or extended period of contract shall be considered only if there is increase in diesel rate by Government of India. The increase shall be allowed as per the formula given in the relevant clause of General terms and conditions of the tender document. The same formula shall be applicable for Truck operators unions / Transport Cooperatives also.

3.02 The rates quoted will be valid for a period of four months from the closing date of the tender. No tenderer can withdraw his tender or revoke or revise the rates within the aforesaid period of four months. If a tenderer withdraws, revokes, revises the tender rates, his earnest money deposit shall be forfeited.

3.03 The tenderer shall disclose the nature, constitution and registration of the tendering firm and tender document shall be signed by a person or person duly authorized.

3.04 SERVICE OF NOTICE OF CONTRACT.

The tenderer shall furnish name, designation and address of his authorized agent / employees / persons and all complaints, notices, communications and

references shall be deemed to have been duly served to the contractor, if delivered to the contractor or his authorized agent or left or posted at the address so given and shall be deemed to have been so delivered in the case of posting on the day on which they would have been dropped in the postal box to such address in ordinary course of post or on the day on which they were so delivered or left. Communications sent by NFL to contractor on his declared e-mail address shall also be deemed to have been delivered.

In the case of contract by partners, any change in constitution of its firm shall be forthwith notified by contractor to the Company. The impact of such changes on the contract will be decided at the sole discretion of NFL.

Either party may change a nominated address to another address at the same place / state / district where the contract is being executed by prior notice to the other party immediately.

3.05 COMMENCEMENT OF WORK.

The contractor shall deposit the requisite Security Deposit and also commence the work within seven days after the receipt by him of an order, in writing to this effect from the Company and shall proceed with the same with due expedition and without delay. In case the contractor fails to commence / refuse the work, the Company shall reserve the right to terminate the contract and the earnest money so deposited by the contractor will be forfeited.

3.06 The tenderer will quote for all the jobs covered by the tender as per schedule-II. The handling charges and transportation rates for the slabs as indicated in Schedule- II, for which movement plan has not been given are also to be quoted. This is required to work out the effective rate of the last slab of movement plan and also at any later date there may be requirement for movement in these slabs depending on the marketing situation/directives of Government. Tenderers not quoting the rates of all the slabs are liable to be rejected.

4.0 VALIDITY OF TENDER

4.01 Tender will be valid for a period of 120 days from the date of opening of technical bids

4.02 Further any tender :

- i) Which contains variations from NFL's terms.
- ii) Which contains a conditional offer, or
Which fails to provide required information or otherwise is incomplete, or

Which is not accompanied with requisite Earnest Money Deposit, and other documents as indicated at Para 10.00 in the instructions to the tenderer shall be liable to be rejected.

4.03 The acceptance of tender will solely rest with the Company, which does not bind itself to accept the lowest tender and further reserves the right:

- i) to reject any or all tenders or
- ii) to split up the work amongst two or more parties or
- iii) to accept the work in part and not in its entirety if considered expedient without assigning any reason or giving any explanation therefore.
- iv) As far as possible no negotiations will be conducted. However, the Company reserves the right to negotiate for revision of rates downwards if the Company feels that rates so received are on the higher side.

- iv) If a tenderer happens to be the dealer/private godown operator of NFL and comes to the stage of award of contract and if such a contractor does not follow the instructions given by dealing officials or engages in any unlawful act then NFL reserves the right to terminate the contract and the dealership of such a tenderer/contract of PG.

5.00 PERIOD OF CONTRACT

5.01 The contract will be valid for a period of two years, from the date of award. However the contract may be extended for further *Three* months or part thereof, on the same rates, terms and conditions, with the mutual consent of the contractor and the Company. However, the Company shall be entitled to terminate the contract earlier than two year without any notice if in the opinion of the Company, the performance of the contract is not satisfactory, contractor engages in any unlawful act, or due to any other reasons, at the sole discretion of the company.

5.02 Escalation/De escalation of rates (Diesel Price adjust)

- i. Any increase or decrease in the price of diesel rates shall be adjusted on the basis of one litre equal to 4 Km / 10 MTs., which means for every 40 paise increase / decrease in diesel price, one paise per KM / MT will be allowed in case of increase and will be reduced in case of reduction. The increase or decrease shall be governed on quarterly basis i.e., the increase or decrease during one quarter shall be accounted for in the succeeding quarter. The rates shall remain firm for the intermittent period. The effect of increase / decrease in diesel price shall be considered base rates of diesel at Capital for State as applicable on the closing date of tender. (The formula is based on the truck load of 10 MTs., which has been taken for the Administrative convenience and has nothing to do with Motor Vehicle Act

(MVA). The contractor has to follow MVA and loading in each truck has to be as per the laden capacity approved and registered.

- ii. The above formula shall be applicable uniformly for truck operators unions / transport cooperatives and all other tenderer's during the contract period or extended period of contract

6.0 EARNEST MONEY

6.01 Tenderer should make a deposit towards Earnest Money of Rs. 25000/- through RTGS/NEFT/IMPS/online bank transfer SBI A/c No 10107898395 in Bhopal Mahaveer Nagar Branch,IFSC: SBIN0003867,MICR:462002015. Earnest money shall not be accepted in any form other than that specified above and tenders not accompanied by Earnest Money, as above are liable to be rejected.

6.02 No interest will be payable on the Earnest Money deposit. The Earnest Money Deposit will be refunded to the unsuccessful tenderer/s within a period of **sixty days** from the date of opening of price bid of tenders. EMD of Successful tenderer can be adjusted in security deposit of contract.

7.00 SECURITY DEPOSIT

7.01 The successful tenderers shall, within fifteen days of receipt of offer letter / LOI deposit with the Company the Security Deposit of 2% of contract value for the due and faithful performance of the contract.

The Security Deposit is to be submitted either by way of RTGS/Demand Draft or in the form of Bank Guarantee of a Nationalized / Scheduled bank on the proforma prescribed by the Company before he is allowed to execute the contract and commence work. . If the security deposit is not received within a period of 15 days the same may be deducted from the first bill submitted by H&T contractor after adjusting the EMD amount.

7.02 The tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin/Cooperative Bank in the form specified by NFL against Security Deposit for the faithful and proper fulfillment of contract. The Bank Guarantee should be valid for a period of 24 months plus three months claim period. The Bank Guarantee should be submitted by Bankers directly to NFL in sealed cover and not through supplier.

The contractor shall also arrange to send BG advice (including all BG amendments) by the issuing bank through SFMS platform directly to the NFL Banker i.e ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP,201301, IFSC Code:- ICIC0000031, as per following details:-

- i) IFN 760 COV for issuance of Bank Guarantee.

- ii) IFN 767 COV for amendment of Bank Guarantee.
 - iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/ IFN 767 COV.
 - iv) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV/ IFN 767 COV.
- The security deposit furnished by the contractor shall carry no interest.

7.03 The security deposit shall remain at the entire disposal of the Company as the security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The Company shall be at liberty to deduct and appropriate from the security deposit such losses, damages, penalties and dues as may be payable by the contractor under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the contractor's subsequent interim bills until the security deposit is restored to its full limit mentioned as in clause 7.01 above.

7.04 If the contractor had previously held any contract and furnished security deposit with the Company, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

7.05 On satisfactory performance and completion of the contract, in all respects, and upon return in good condition of any property belonging to the Company, which may have been issued to the contractor, the security deposit will be returned to the contractor on the presentation of NO DUE certificate from the State Manager of National Fertilizers Limited.

8.00 PERFORMANCE / TERMINATION OF THE CONTRACT

8.01 If the contractor is unable or fails or neglects to execute the work in terms of the contract, conceal or submit any false documents / information, the Company shall have the option to:

- a) Terminate the contract, and
- b) Get the work done by third party at the risk and cost of the contractor, and
- c) The loss so suffered by the Company due to such neglect or failure shall be recovered from EMD / SD.

8.02 In case it is found that the information furnished by the contractor regarding the past Transportation experience / Rake handling experience, and or contents of any documents etc., are found false, company may terminate the contract without giving any notice.

8.03 The transport contractor will have to transport the fertilizers without any trans-shipment, failing which a penalty of Rs. 500/- per truck will be imposed.

9.00 ASSIGNMENT OR SUBLETTING THE CONTRACT.

The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without any prior consent in writing of the Company. The permitted subletting or assignment of work by the contractor shall not establish any contractual relationship between the subcontractor and the Company and shall not release the contractor of any responsibility under the contract. The contractor shall be responsible for all the acts, deed, defaults, and neglects of the sub-contractor or agent as if the acts, deed, defaults, and neglect were of the contractor.

10.0 Volume of work

10.01 Tentative quantity likely to be handled and transported from the rake point/centre is as per Excel Upload

10.02 No guarantee shall be given as to any definite volume of work, which will be entrusted to the contractor at any time or during the period of contract. Total quantity /slab wise quantity are estimates only which may increase or decrease depending on market situation No guarantee shall be given for adherence to tentative/estimated movement plan.

10.03 The transport contractor will have to supply sufficient number of trucks per day as required during the period of handling, within the stipulated time, failing which the consequences thereof will rest entirely with the contractor.

10.04 No detention charges for trucks, either at rake points or any godowns shall be payable by the Company under any circumstances whatsoever.

11.00 INDEMNITY

Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep the Company or any representative or employee of the Company fully indemnified against any action, claim, or proceedings under the provisions of any rules, regulations, bye laws, notifications, directions or order having the force of law for anything done or omitted to be done by the contractor in contravention of such provisions, etc. for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract.

12.00 TRANSPORTATION FROM RAILWAY STATION.

The transport contractor will undertake the job of operation at Railway station starting from unloading from the wagons up to loading into the trucks. No Hundekari charges will be paid. The transport contractor will be responsible for

any demurrage / wharfage charges or any other related charges as may be imposed by the railways.

- 12.01** The contractor will have to submit the acknowledgement of consignee within 30 days from the date of dispatch of material in order to assure that material is delivered to correct consignee for the satisfaction of the Company. In case of failure to submit the acknowledgement, the Company may at its discretion, charge penalty @ Rs. 100/- per truck per week for the delay in submitting the acknowledgement for material so delivered to the maximum of the value of material.
- 12.02** The contractor or their authorized representative shall remain in constant touch with NFL's local office representative/Railways for information regarding the arrival of any rake / wagon etc at the rake point.
- 12.03** Before the commencement of unloading of material from the wagons, the contractors or their authorized representative along with NFL's representative shall check the intactness of seals of wagons and shall report the matter to the railways if the seals are found tampered with or broken.
- 12.04** In the event of inclement weather, the contractor shall make adequate arrangement for tarpaulins to avoid damage of material.
- 12.05** The contractor shall prepare wagon wise statement of material received at rake point and truck wise details of material transported in the prescribed Performa (to be provided by the NFL later on), as per dispatch plan given by NFL officials.
- 12.06** The contractor shall ensure that no hooks are used by his workmen during unloading / loading and stacking process, otherwise, all shortages and cost of damaged bags /cost of re-bagging etc., occurring due to cut & torn bags will be booked to contractor.
- 12.07** The contractor shall arrange to collect all the sweeping from wagons and platform and the same shall be stored in godown(s) separately on weighment basis. The weighment shall be got done in the presence of NFL representative.
- 12.08** It will be the responsibility of the contractor to produce proof of shortage of bags in sealed intact wagons. Joint inspection report signed by representative of the Company, transport contractor and goods clerk or any responsible railways official, where applicable will be the basis for fixing responsibility on the contractor.
- 12.09** In case transit shortage of missing wagon (s) is noticed by the contractor, he shall have to report the matter to the concerned railway authority and obtain necessary certificate from them for preferring claims with the railway on this account.
- 12.10** The contractor shall make necessary arrangement for safe custody and security of the material till its clearance from railway premises. Any pilferage / theft of the material will be to the contractor's account.
- 12.11** The contractor shall be solely responsible for safe custody of NFL's fertilizers at the platform till the material is supplied to the consignee. In case of any loss / damages or shortage is found, the recovery from the contractor shall be effected at the price fixed by Government Of India, under New Pricing Scheme (NPS) in case of Urea, Company invoice price in case of Pool Urea and MRP plus subsidy in case of decontrolled fertilizers

after adjustment of receipt if any from under writers. In addition to the above the Company shall reserve the right to institute any criminal or civil proceedings in appropriate cases.

13.00 CONTRACTOR TO COMPLY WITH ALL THE LAWS.

13.01 The contractor shall be responsible to secure compliance with all Central and State laws as well as the rules, regulations, bye-laws and orders of the local authorities and statutory bodies as may be in force from time to time.

Quantity to be carried per truck will be in accordance with regulation of Motor Vehicle Act as applicable from time to time.

13.02 The contractor shall be responsible to comply with and secure compliances of all the statutory requirements such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc Provisions Act 1952 and The ESI Act 1948, as applicable and as amended from time to time, with regard to persons deployed for performance of the contract.

13.03 All liabilities like salaries, wages and other statutory obligations in respect of the persons engaged by the Contractor shall be borne by the Contractor during the period of agreement. The persons so engaged by the contractor for execution of the contract job, shall be employees of the contractor for all purposes whatsoever and shall have no relation or concern with NFL in any way.

14.00 DECLARATION OF TENDERER'S RELATION WITH COMPANY EMPLOYEE.

Should a tenderer or contractor have a relation or relationship with any employee of the Company or in the case of firm or Company of contractors one or more of its shareholders have relations with an employee of NFL the same shall be declared at the time of submission of the tender failing which the Company may in its sole discretion reject the tender or rescind the contract (tender).

15.00 CONTRACTOR TO EXECUTE AGREEMENT.

The successful tenderer shall be required to execute an agreement in the prescribed proforma with the Company within 7 (seven) days of the receipt of the work order/LOI and acceptance of the same for carrying out the work according to the general and special conditions of contract specified in the Tender Document. The contract shall be effective from the date specified by company. The Tender Document, Letter of Acceptance and other correspondence between the Company and the tenderers shall form part of the contract.

16.00 COMPENSATION FOR NON-COMMENCEMENT OR DELAY IN COMPLETION OF WORK.

Time shall be regarded as the essence of contract and failure on the part of the contractor to start the work on stipulated date or to supply sufficient number of trucks as per clause No. 10.03 shall entitle the Company to the following:-

- i) Stop requesting any trucks from the contractor for such period as deemed necessary by the Company.
- ii) Get the work done through any other party at the risk and the cost of the contractor. or
- iii) Recovery of Rs. 300/- per truck per day as liquidated damages from the pending indents till they are executed.
- iv) The contractor shall have no claim for any interest with respect to any delay in payment of his interim or final bills or refund of security deposit or in respect of amounts which may be in NFL's hands owing to dispute between the NFL and the contractor.

17.00 COMPANY IS NOT RESPONSIBLE FOR CONTRACTORS EMPLOYEES.

The contractor may employ such number of employees as he may think fit for due discharge of the contract and the persons so employed by him shall be the employees of the contractor for all purposes whatsoever, and shall not be deemed to be in the employment of the Company (NFL) merely if any instruction is issued to him by District In-charge / Area Manager / State Manager for due discharge of the contract.

18.00 INSPECTION

The contractor shall at all time make available for inspection the Company or its representative the trucks carrying the material and records pertaining to the same.

The Company and its representative shall at all time reserve the right to enter into or stop any lorry carrying fertilizer to check the quantity & quality if in their opinion so required. The contractor shall provide all assistance to carry out such job as desired by the Company or its representative.

19.00 SUMS PAYABLE BY WAY OF COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS.

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation to be applied to the use of NFL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

20.00 INCONVENIENCES TO THE PUBLIC

The contractor shall not deposit the material on any site, which may cause inconvenience to the public. State Manager, NFL may direct the contractor to remove any material, which are considered by him to be of danger or inconvenient to the public or cause these to be removed at contractor's cost.

21.00 CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.

The rates shall include all taxes, duties, royalties and other statutory levies leviable at present including Toll Tax etc. but exclusive of GST, applicable on Handling & Transportation charges, **Entry Tax and Environment Compensation Charges (ECC)**. GST (Goods and Service Tax) on the Handling charges shall be payable extra at applicable rates. Further, GST (Goods and Service Tax) on Transportation activity being under reverse charge mechanism shall be deposited by NFL. **ECC and Entry Tax shall be reimbursed based on actual against documentary evidence.** For any decrease in GST during tenure of contract, the amount so decreased will be deducted from the effected date from the bills of the contractor. Similarly, for any increasing the same shall be reimbursed at actual, Copies of notifications/circulars issued by the Govt. shall be arranged by the tenderer.

Further, GST (Goods and Service Tax) on Transportation activity being under reverse charge mechanism shall be deposited by NFL. ECC and Entry Tax shall be reimbursed based on actual against documentary evidence.

The tenderer shall further ensure that all the basic requirements including comprehensive insurance charge on vehicles and all Govt. charges such as Road taxes, taxes if any on inter-state movement of truck etc. to make the trucks road worthy for movement on road are complied with by them, and no increase in rates would be permissible in the event of increase in such charges.

The contractor shall indemnify the Company against levy of any taxes/charges etc., imposed by the Govt. or any authority which are in existence at the time of submission of tender and also future statutory levies and the Contractor failed to deposit the same. The Company shall have the right to recover the total amount of tax so assessed including litigation expenses from contractor's bills / security deposit.

22.00 TERMINATION OF THE CONTRACT OWING TO DEFAULT OF CONTRACTOR.

22.01 If the contractor should:-

- i) Become bankrupt or insolvent, or goes into liquidation, or
- ii) Make an arrangement or assignment in favour of his creditors or agree to carry out the contract under a committee of inspection of his creditors, or
- iii) Being a Company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or
- iv) Assign the contract or any part thereof otherwise than as provided in clause No. 9.00 of these conditions, or
- v) Abandons the contract, or
- vi) Persistently disregard the instructions of the Manager or contravene any provision of the contract or
- vii) Fail to adhere to the agreed program of work, or
- viii) Promise, offer to give any bribe, commission, gift or advantage either himself or through his partner, agent or servant, to any officer or employee of NFL or to any person on his or on their behalf in relation to the execution of this or any contract

with NFL then in any of the said cause, State Manager, on behalf of NFL may serve the contractor with a notice in writing to that effect. If the contractor does not within 7 days after the delivery to him of such notice, proceed to make good his default, in so far as the same is capable of being made good, and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Company. The State Manager of NFL shall be entitled, after giving 48 hours notice in writing under the hand of the Manager, to remove the contractor from the whole or any portion or portions (as may be specified in such notice) of the works without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract and adopt any or several of the following courses.

- a. To rescind the contract of which rescission notice in writing to the contractor under the hand of Manager shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited to NFL without prejudice to NFL's right to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract or
- b. To carry out the work, or any part thereof, by the employment of the required labour and materials the cost of which shall include supervision and all incidental charges, and to debit the contractor with such costs, the amount of which as certified by the State Manager, NFL shall be final and binding upon the contractor, and to credit the contractor with the value of the work done as if the work has been carried out by the contractor under the terms of the contract and the certificate of the Manager, in respect of the amount to be credited to contractor shall be final and binding upon the contractor or
- c. To measure up the work executed by the contractor and to get the remaining work completed by another party at the risk and expense of the contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been to the contractor if the work had been carried out by him under the terms of the contract. The amount of such excess, as certified by the Manager shall be final and binding upon the contractor and shall be borne and paid by the contractor and may be deducted from the moneys due to him by NFL under the contract or otherwise from his security deposit, provided always that in any case in which any of the powers conferred upon NFL by sub clause 22.01 of clause 22.00 hereof are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not be exercisable in the event of any future case of default by the contractor for which his liability for past and future remain unaffected.

23.00 RIGHT OF COMPANY AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

In the event of any or several of the courses, referred to in sub clause 22.01 of this clause being adopted:

- a) Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered into any commitments or made any advances on account of or for the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work there to actually performed under the contract unless and until the Manager shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.

- b) NFL shall not be liable to pay to the contractor any moneys on account of contract until the expiry of the period of contract and thereafter all other expenses incurred by NFL have been ascertained and the amount thereof certified by the State Manager. The contractor then shall be entitled to receive only such sum or sums (if any) as the State Manager, may certify as due to him upon due completion by him after deducting the said amount, but if such amount exceeds the sum which would have been payable to the contractor, then the contractor shall, upon demand pay to NFL the amount of such expenses or it shall be deemed as a debt payable by the contractor to NFL and shall be recoverable accordingly.

24.0 MATTERS FINALLY DETERMINED BY NFL.

All disputes or differences of any kind whatsoever arising out of or in connection with the contract during the progress of the work or after the completion and whether before or after the determination of the contract, shall be referred by the contractor to Zonal Manager/State Manager whose decision shall be final and binding. The performance of the contract shall not be stopped by the contractor due to the reason that any dispute, claim or differences is pending with the Zonal Manager/State Manager or any Court or Arbitrator.

25.0 SETTLEMENT OF DISPUTES

For Indian Parties

Any dispute/s 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 parties. If the dispute is not resolved within in (30) Thirty 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 the National Fertilizers limited through C&MD.

Where the claim including determination of interest, if any, being claimed up to the date of commencement of Arbitration does not exceed Rs. 5 Crore, the reference shall be made to a sole Arbitrator. The parties shall mutually agreed on the name of the 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 the Arbitration and Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed up to the date of commencement of Arbitration exceeds Rs. 5 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 the Arbitration and Conciliation Act, 1996.

The Arbitration proceedings shall be governed by the Arbitration and 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 dispute/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 Bhopal.

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 the parties.

For CPSEs and Government Department(s)

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central PublicSector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such disputes or differences shall be taken by either party for resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019-FTS-10937 dated 14-12-2022 and decision of AMRCD on the said dispute shall be binding on both the parties..

SEAT OF ARBITRATION:

The seat of arbitration shall be at Zonal Office-Bhopal.

JURISDICTION OF COURTS:

Notwithstanding, any other Court or Courts having jurisdiction to decide the question(s) forming 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 a competent civil jurisdiction in this behalf at concerned Zonal Office situated at Bhopal 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.

26.0 FORCE MAJEURE.

Neither the Company nor the contractor shall be considered in default in performance of its / his obligations under this contract if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire,

wind, flood, earthquake, or because of any levy, order proclamation, regulation or ordinance of any Government or of any subdivision thereof or because of any act of God.

27.0 TERMS OF PAYMENT

The bills of contractor shall be settled within a period of thirty days from the date of submission thereof if they are in accordance with the terms of the contract. The Company may demand any details, clarifications etc. before passing of the bills and release of payment. Distances verified by the committee of NFL, from various storage locations/Railways Station for operations at Railway station would be the basis for settling transport bills. Wherever the distances verified by NFL's committee are not available, distance certificates issued by National Highways/State Highways Authorities, State Road Transport Corporation, Automobile Association Of India or the shortest motorable distance as derived from Google Map shall be considered as the basis for release of payment. For all such cases Area In-charge shall authenticate the distances.

The payment of Bills for movement of material will be settled at the Zonal Office of NFL. Contractor shall have to open account with the branch of a bank having core banking facility for electronic receipts and payments within fifteen days of award of contract.

MSME Vendor Payment through TReDS:

GOI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

MSME bidders are requested to register on the TReDS platform and avail the TReDS facility, if they want to.

The detail of RXIL contact person is as below:

Contact Name : Mr. Prajay Shukla

Contract No.: 8090051171

Email ID: prajay.shukla@rxil.in

Bidder upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform.

Any unfinanced invoice/s of MSME bidders seeking payment form NFL directly shall be processed as per the standard payment terms agreed PO/contract.

All financing cost for using the facility shall be borne by the MSME bidder only

28.0 DIVERSION

In case, the contractor is directed in writing by an Officer of NFL and/or the authorized warehouse in-charge to carry the material further to any other destination after reaching the original destination as per the Delivery challan, the contractor, would carry out such instructions. The payment of such diverted delivery of material will be the same as if it is direct delivery to the final destination.

29.0 HEADINGS

The headings in this document are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of this document.

- 30.0** The contractor shall decide in consultation with the NFL representative number of trucks or labour to be employed to carry out the job under the contract. No-claim shall be made by the transport contractor against-NFL due to non-utilization of the whole or any portion of the number of trucks ordered by the NFL or for delay in delivering the material thereof due to any labour disturbance such as strike, lockout, go slow whatsoever beyond the control of NFL.

31.0 Contractor as NFL dealer and or PG Operator

Those contractors, who happen to be the dealers and/or PG operators of NFL shall under no circumstances misuse by way of priority dispatches to themselves or to others and shall follow the dispatch instructions given by the Area In-charge. If any such instance of violation of instructions are found then company may terminate the H & T contract, dealership and/or PG contract of such contractors.

- 32.0** The benefits/preferences to Micro and Small Enterprises(MSEs) shall be governed by “public Procurement Policy for Micro and Small Enterprises(MSEs) Order,2012” issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Government of India. The MSEs registered with the agencies/bodies prescribed under the above mentioned notification are exempted from payment of Earnest Money Deposit (EMD) and tender fees(if any). However, for all other purposes, MSEs shall be bound by the terms and conditions of the NIT.

- 33.0** Signed copy the Integrity Pact as per enclosed **Annexure-4**. To be executed on plain paper and submitted along with technical Bid/tender documents for the tenders having estimated value of Rs. 1 crore or more. Integrity pact is an integral part of the tender document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website viz. www.nationalfertilizers.com.

34.0 Make in India

Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No: P-45021/2/2017-BE-II dated 15th June 2017 of DIPP and subsequent orders issued shall be applicable in this tender.

Bidders seeking benefits under 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 as per latest amendment.

35.0 Purchase Preference Benefit

35.01. 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 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable and subsequent orders issued shall be applicable in this tender.

35.01.1 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 as per latest amendment.

(a) Minimum local content: - The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.

35.01.2 Being domestic tender, only 'Class-I Local supplier' and Class-II Local Supplier as defined in "Public Procurement (Preference to Make in India) order 2017" dt: 16/09/2020 shall be eligible to bid in this tender.

In case of procurement for a value up to Rs.10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. 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.

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

(Signed/stamped copy on party/ Company letter head the as per enclosed Annexure-5 is to be submitted).

36.0 Model Clause

Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020 shall be submitted

(Signed/stamped copy on party/ Company letter head the as per enclosed Annexure-6 is to be submitted).

SCHEDULE – II

Part-I

RATES FOR HANDLING OF MATERIAL AT RAIL HEAD / GODOWN

Rates are to be quoted in price breakup sheet provided with tenderer. For understanding operations heads are given below:

Rates for handling of fertilizers at **Bargawan(Madhya Pradesh)** Rail Head/ Godown as under:-

<u>Sl. No.</u>	<u>Particulars</u>	<u>Rate (Rs/MT)</u>
		(In figures)
1.	Composite Rate (Unloading from wagons stacking on the Platform, de-stacking and loading into trucks.	
a)	Composite Rate for open wagons	Rs. _____
b)	Composite Rate for closed wagons	Rs. _____
c)	Composite Rate for Hakes containing quantity above 3100MT	Rs. _____
2.	Unloading from trucks & stacking At Godown	Rs. _____
3.	Destacking and loading into trucks from godowns.	Rs. _____
4.	Unloading at outstation godowns and stacking.	Rs. _____
5.	STD Charges at Godown	Rs. _____
6.	Reconditioning / hammering charges at Godown	Rs. _____

Rates are to quoted excluding GST. GST (Goods and Service Tax) shall be payable extra at applicable rates. Total Handling Expenses are calculated inclusive of GST @18%. Which may change as per prevailing rates during currency of contract.

Part II

RATES FOR TRANSPORTATION OF MATERIAL FROM RAIL HEAD / GODOWN

Rates on Slab basis

Sr. No.	Distance Slab (In Kms.)	Rates (Rs/MT/Km)
		In Figures
1	0-15 (Fixed Rate)	Rs._____PMT/Flat
2	16-25	Rs._____PMT/Km
3	26-50	Rs._____PMT/Km
4	51-75	Rs._____PMT/Km
5	76-100	Rs._____PMT/Km
6	101-150	Rs._____PMT/Km
7	151-200	Rs._____PMT/Km
8	201 & above	Rs._____PMT/Km

Rates are to be quoted excluding GST. GST (Goods and Service Tax) on transportation activity being under reverse charge mechanism shall be deposited by NFL.

- Note:-** Rates must be quoted for all columns for all the slabs even if no movement is given in a particular slab.
 - The rate for Slab 0-15 Km should be given Flat/fixed rate i.e. Rs./MT and for other slabs in Rs./MT/KM.
-
- The transportation rate is to be calculated for total distance on the basis of slab in which the destination falls i.e. on direct slab basis and not on income tax slab basis.
 - If the amount of transportation charges PMT calculated for the lowest distance in a particular slab, are lower than the transportation charges PMT calculated for any destination for the preceding distance slab then for those destinations the charges PMT

payable would be restricted to the lowest distance of the succeeding slab. (Applicable from slab 2 onwards).

[EXAMPLE

Let the transportation rates for the slab 101 - 150 Km = Rs. 1.80 / MT / Km Transportation charges per MT for 145 Km = $145 \times 1.80 = \text{Rs. } 261/-$.

Let transportation rates for the slab 151 - 200 Km = Rs. 1.35 / MT / Km. Transportation charges per MT for 151 Km = Rs.203.85

In the above case the transportation charges PMT for 151 Km are lower than the charges for 145 Km. The transportation charges for the destinations of 145 Km. shall be paid @ Rs. 203.85 PMT being the charges applicable for 151 Km.]

Quantity to be carried per truck will be in accordance with regulation of Motor vehicle Act as applicable from time to time.

I / we undertake to pay at the price fixed by Government Of India, under New Pricing System in case of Urea, company invoice price in case of Pool Urea and MRP plus subsidy in the case of decontrolled fertilizers. (as compensation in case the material is short delivered at the destination).

I / we will take all precautions for safe delivery of consignments at various destinations and the material will be covered with tarpaulins. While the material is either in transit or in our custody, we shall not transfer the material from one truck to another and we will be responsible for any loss / damage to the consignment and hereby agree to make good the losses as ascertained by you.

In case the contract is awarded either partly or fully in our favour, we undertake to carry out the job faithfully and to the entire satisfaction of NFL. We will not sub-let the contract either partly / fully to any other party. As and when we are not in a position to supply the guaranteed number of trucks, you will be at liberty to get the job done through any other contractor and recover the additional cost incurred by you from the bills/security deposit.

I/we hereby undertake to collect the octroi duty if paid by us from the receivers of the material at the destination, in case of F.O.L (sale) dispatches. For stock transfer the octroi receipts will be submitted for reimbursement at Zonal Office through Area Office.

I / we agree to keep security deposit as per clause No.7.01 of tender document after the award of Handling and transport contract, besides execution of separate agreements on stamp papers of **Rs. 500/- each** to constitute binding contracts.

I/we undertake to comply with Central / State rules, regulations bye-laws and order of local authorities and statutory bodies and pay all fees / taxes as may be leviable on account of transport operations at our cost as specified by the state governments.

I/we have deposited **Rs. 25,000.00** towards earnest money deposit by way of UTR No. _____ dated _____ in favour of **National Fertilizers Limited Zonal Office, Bhopal** . In case the contract is awarded but not executed by us, complying with the required formalities I / we agree for the earnest money deposit forfeiture.

In case of non-fulfillment of the contract terms and conditions, I / we agree to the forfeiture of security deposit.

In case my / our Earnest Money Deposit / Security Deposit stands forfeited due to above then I/we agree for any other panel action which the company may deem fit.

I/we hereby agree that I/we will not demand (during the currency of the contract) any increase in rates quoted by me / us on account of increase in wages of labour, prices of tyres, auto spare parts etc. or in wages of drivers etc.

I/we assure you to supply maximum trucks per day allotted to me/us. We also assure you that each indent will be completed in stipulated time as advised by you.

I/we have gone through the tender documents and I/we hereby agree to abide by the terms and conditions.

Yours faithfully,

(Signature & Designation of Tenderer)

(Affix Rubber Stamp)

(Organization Address)

Annexure -1

(On Non Judicial Stamp Paper of Rs. 100/-)

AFFIDAVIT

I,.....S/o Sh....., aged.....years, working as Proprietor/Managing Partner/
Director of M/s.....having its registered office
at..... do hereby solemnly affirm and declare on oath as under :

1. That I am competent to swear this affidavit being proprietor/one of the partners/ Director of M/s.....
2. That my firm M/s.....is proprietorship/partnership firm/company and is participating in tender for carrying out Handling & Transportation work at.....railhead/ center.
3. That I hereby confirm and declare that none of my/ our group/ sister concern/ associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s..... and my/ our firm/ group/ company/ sister concern / associate company have not been black listed/ de-listed or put on holiday by any Institutional agencies/ Govt. Deptt./ Public Sector Undertaking, in the last TWO years.
5. That , if there is any change in the Name & Style, Constitution and Status of the firm, the same will be informed to NFL immediately .
6. That I further undertake that in case any of the facts contained above and in our application is found other-wise or incorrect or false at any stage, my/our firm/ company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the N.F.L.
7. Details of our group/sister concerns/ associate companies are as under.

Sr. No.	Name of Firm(Sister Concern)	Type of Business	Details of Association
1.			
2.			
3.			

8. Details of immovable properties in the name of proprietor/partners/Directors of firm/company are as given below:

Sr. No.	Type of Property (Plot/Shop/House/Land)	Address of Property	Ownership Status	% Share	Estimated Market Value
1.					
2.					
3.					

9. That I/We already have local establishment/infrastructure at _____ Rake point and we shall maintain the same.

OR

That I/We agree to establish infrastructure at _____ Rake point/Centre within 30 days from the date of award of contract.

10. That I, Proprietor, Authorize Sh.
S/o.....to work with NFL on behalf of M/s

OR

We the partners 1..... 2..... 3..... 4.....

Authorize Sh S/o to work with NFL on behalf of M/s

11. That I/We further undertake that in case If the tender committee forms the opinion on the basis of available information that the contractor is having implicit or explicit relations with the NFL dealer or company employee, in that case the committee will reserve the right to reject the tender offered for transportation and handling contract.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at on.....that the contents of paras 1 to 11 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

DEPONENT (S)

In case of Proprietorship Firm - the Proprietor is to submit the Affidavit.

In case of Partnership Firm - All the partners should sign the submitted Affidavit

In case of Limited Firm - Managing Director should submit the Affidavit.

In case of Cooperative/Truck Union - President should submit the Affidavit.

Note: Kindly strike off which is not applicable.

BANK REFERENCE LETTER
(On Bank's Original Letter Head)

Certified that M/s.....at (address) is having an account in our bank as per following particulars: -

1. Type of Account.....(Cash-Credit / Current / Savings)

2. Bank Account No.IFSC CODE.....

3. Cash-Credit / O.D. Limit (If any).....NO / YES, for Rs.

4. Since when holding Account?

5. Financial Standing & Soundness. SOUND / POOR

6. Dealing & Conduct of the Party..... Satisfactory / Un-satisfactory

7. Authorized Signatory of the Bank Account of Party

8. The Status of the Firm as per Bank Records: PROPRIETORSHIP / PARTNERSHIP/.....

This is issued on the request of Sh. for submission in NFL office.

(Sign. of Bank Manager)

Stamp and Authorized No.

Date:.....

Place.....

Sub : Registration under MSMED Act-2006 (Rake Point : _____)

(Format of undertaking to be given by party is given below it should be deposited in the **Envelope No-1** of Tender along with other documents.)

Undertaking

(on party Letterhead)

1	It is certified that our/my Firm/Company is registered under Micro/Small/Medium Enterprises as per MSMED Act-2006 or not	<u>Yes</u>	<u>No</u>
2	If Yes [Copy of Registration to be enclosed]	Reg No.....	

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

Place :

Date :

Annexure-4

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

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

AND

_____ herein after referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal.

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

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

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

of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

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

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

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

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

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

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings

among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.
8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word “Monitor” word include both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: ___

Date: ___

Witness 1:

(Name & Address)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Witness 2:

(Name & Address)

Certification Form: Make In India (Local Content)

(On Party/Company's Letter Head)

Tender Ref. No.:

To

M/s National Fertilizers Limited,

Corporate Office, Noida

Sub: Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated:16.09.2020)

Sir,

This is to certify that M/s..... is a 'Class I Local Supplier'/ 'Class II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for Class I Local Supplier' /Class II Local Supplier' (**Tick appropriate option & cut the other one**) and the Local Content percentage is.....

The address is as below, where the local content/ value addition is made:

[Factory Address]

For M/s.....

Authorized Signatory

(with company seal & Name)

Note: Provide above certificate from Statutory 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).

Model Clause Certificate: Public Procurement No. 1

(On Party/Company's Letter Head)

Tender Ref. No.:

To

M/s National Fertilizers Limited,

Corporate Office, Noida

Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020

Sir,

I.....(authorized signatory) for M/s..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that this bidder M/s.....[**Vendor Name & address**] is not from such a country

or,

if from such a country [**Tick appropriate option & cut the other one**], has been registered with the competent authority .We hereby certify that we fulfil all requirements in this regard and is eligible to be considered [**attach evidence of valid registration certificate with competent authority**].

For M/s.....

Authorized Signatory

(with company seal & Name)

