

**“ TENDER FOR TRANSPORTATION OF F E R T I L I Z E R S  
BY ROAD FROM NFL VIJAIPUR UNIT AND UNLOADING OF  
CONSIGNMENT AT VARIOUS DESTINATIONS”**



**TENDER DOCUMENT**

**( FOR VIJAIPUR UNIT)**

**NATIONAL FERTILIZERS LIMITED  
( A Government of India Undertaking )**

**ZONAL OFFICE : BHOPAL**

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

## NATIONAL FERTILIZERS LIMITED

### e-Tender for "Transportation Contract of Fertilizers from Vijaipur Unit to various destinations of different states".

#### 1. Tender Particulars

A	Tender Enquiry No	:	NFL/MKTG/BPL/TSPT/2024/01
B	Tender Issue Date	:	02.05.2024
C	Due On	:	23.05.2024
D	Requirement:	:	<u>"Appointment of Transportation contract for Vijaipur Unit"</u> as per scope given in the tender document.
E	Earnest Money Deposit	:	Rs.25,000/- through e-transfer in NFL's account as detailed in tender document.
F	Performance Bank Guarantee	:	As per NIT terms to be released after successful completion of two years of its operation.
G	Tender Closing date	:	<u>23.05.2024</u>
H	Tender Opening date	:	23.05.2024
I	Tender validity	:	120 days from the date of tender opening
J	Tender to be addressed to	:	Zonal Manager-Bhopal

## **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 Vijaipur 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 **directly by road** from the production units up to **storage/sale points** in different states. At these **Production Units**, services of transport contractors are required to transport the material to the sale / storage points. In addition transporters are required to make their own arrangements where unloading arrangements are to be made by NFL Parties should go through the contents of this tender document carefully and submit it along with all the required documents / information.

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	<b>NFL/MKTG/BPL/TSPT/2024/01</b>
Tender Title	<b><u>Appointment of Transportation Contractor at Vijaipur.</u></b>
Date of Publishing of RFP	<b>02.05.2024 at 11:00 hrs</b>
Documents Download End Date & Time	<b>23.05.2024 at 15.00 hrs</b>
Bid submission last date & time	<b>23.05.2024 at 15.00 hrs</b>
Bid opening and Technical bid opening date &time	<b>23.05.2024 at 15.30 hrs</b>
Commercial bid opening date & time	To be notified later
Place of Opening of Bids	Zonal Office-Bhopal

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 "Transportation Contract for Movement of fertilizers from **VIJAIPUR UNIT** by road 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](http://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. The tender submission, tender closing and opening will be done electronically and online. The proposal should be prepared in English in MS Word/Excel format. Bidder may submit the Bid Formats dully filled and signed could be scanned. Other documents could be in PDF format.

Tender documents would also be available for downloading at NFL's website [www.nationalfertilizers.com](http://www.nationalfertilizers.com) and also at Government e Market Place (GeM) (URL: <https://gem.gov.in/>). Use of digital signature certificate shall be mandatory for participating in e-tendering process.

Note - For more details refer User Manual section on Home Page of govt. portal.

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-Bhopal

Zonal Manager NFL, Bhopal Contact no.9305119425 e-mail: <a href="mailto:tejinder@nfl.co.in">tejinder@nfl.co.in</a>	I/c Logistics : Shuchita Sharma Contact No.9516607542 e-mail: <a href="mailto:shuchitasharma@nfl.co.in">shuchitasharma@nfl.co.in</a>
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For Technical support please contact GeM heldesk.

Government e Market Place (GeM) (URL: <https://gem.gov.in/>)

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.

4. It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person. 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.

It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person

5. **Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening and subsequent clarification/amendment in schedule etc. shall be published on Government e Market Place (GeM) (URL: <https://gem.gov.in/>) Tender Schedule is **as per clause No 2 above.**

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

6. **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.

10. **JOB AND REQUIREMENT**

10.0 The Contract **involves Transportation** of fertilizers from **VIAYPUR UNIT** to various destinations in different slabs given elsewhere in this document. **The work for transportation of bagged fertilizers in normally 45 Kg. bags and in rare cases bagged in smaller quantities. The bagged fertilizers will have to be transported to various destinations as per the dispatch instructions provided by I/c- Despatch & Cordination cell of Unit / State Manager**

11. **TENDER FORM**

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

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

- 11.2** Persons or person signing the general terms and conditions **and Special 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 and Special 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).
- 11.3** Rates should be quoted in Rupees Per M.T. Per Km. i.e. PMT/Km basis against each slab in the requisite format of schedule I except for local transportation & unloading in warehouse.
- 11.4 Further, to establish the status of the tenderers, as, L1,L2,L3.... The contract value shall be computed based on rates quoted for each schedule separately. The CST shall be prepared based on slab wise quantities as per movement plan and transportation rate is to be calculated with average distance as per column 3 of Schedule II rate calculated as per formula given in the price bid tentative quantity of the slab. Evaluation shall be done as per instructions given in price bid.

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).

## 12.0 SUBMISSION OF DOCUMENTS:

### **There shall be two part bidding system for this tender**

*12.1 Part -1 :The submission/up loading of information, undertakings, documents, certificates etc. for techno-commercial bid part are given as under :*

The following documents are to be uploaded

- a). Details of the firm with complete address and telephone number. (Proprietorship / Partnership, name of the proprietor / names of all the partners to be mentioned. Affidavit of proprietorship in original duly notarized / copy of partnership deed duly notarized to be enclosed. For partnership firms an Affidavit in original duly notarized, confirming the current status of the firm to be uploaded/submitted. For Truck operators Unions / Transport Cooperatives, Notarized copy of the valid Registration certificate from The Registrar, Firms and Societies of the respective states. In addition such bodies are also required to enclosed notarized copy of the latest elected body. For Limited companies, notarized copy of Memorandum and Articles of Association and list of directors to be enclosed. A letter of Authorization for the person responsible for day to day activities also to be enclosed for each category).
- b). Details of Sister Concerns. (The prospective tenderer's having any common Partners/Directors/Managing partners etc., or having any other common criteria shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible for participating in the tender).

- c). Dealing with NFL, if any as Dealer / PG operator (Yes / No), if yes give details.
- d). Copies of balance sheet with P & L Accounts duly audited by C.A. wherever applicable, for the last three years. ( Self certified)
- e). Income Tax returns for the last three assessment years. ( Self certified)
- f). Permanent Account Number. (Copy of PAN card duly self certified)
- g). Goods & Service Tax Registration No., (Copy of registration certificate duly self certified).
- h). Name of the Bank, Account no., type of Account. (A certificate in original from the bank to be enclosed indicating the name of the party, account no., type of account, limits enjoyed, financial soundness of the party etc.)
- i). The applicant should have minimum **Three years** experience in transportation of bagged fertilizers, chemicals or any other bagged material. Experience certificates either in original or attested by Notary for transportation of fertilizers and other bagged commodities. Certificates should give name of the company, period of experience and competence of the tenderer. Above conditions supersede the conditions specified in GeM bid document.
- j). Affidavit duly notarized, giving details of immovable properties in the name of the proprietor / in the name of each partner / in the name of the company, with estimated value.
- k). List of trucks owned if any along with copies of RC books.
- l). Registration with other Companies if any.
- m). An Affidavit duly notarized, to be enclosed by the party stating;
  - a). That no other Firm / Sister concern / Associate belonging to the same group is participating /submitting this pre-qualification tender.
  - b). That the bidders, their Associates, Sister concerns etc., have not been black listed / de-listed or put on holiday by any Institutional agency / Government Department / Public Sector Undertaking in the last two years.
- n). Parties having infrastructure /Office/Branch Office at the time of submission of applications or agreed to establish infrastructure/Office/Branch Office within 30 days from the date of LOI / offer letter at the centre for which the application is being uploaded shall only be considered. NFL shall get the same physically verified.
- o). Self attested copy of the registration certificate, if party is registered as Micro/Small/Medium Enterprise as per MSMED Act, 2006.
- p) **Signing of Integrity Pact**  
Bidder will sign the Integrity Pact as per enclosed annexure-4.which is an integral part of the tender documents, 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](http://www.nationalfertilizers.com).
- q) Instructions to the tenderer's and Schedule –I i.e., General terms & conditions and Special Terms & Conditions duly stamped and signed on each page as token

- of acceptance.
- r) Self-Certification Form: Make In India (Local Content)(On party/Company's Letter Head) Annexure-4
  - s) Model Clause Certificate: Public Procurement No. 1 (On party/Company's Letter Head) Annexure-5
  - t) 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.
  - u) 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.)
  - v) Any other relevant information /document.

The Annexure 1,2 and all affidavits in originals should be verified by NFL's committee at the time of physical verification at Bidder's location.

NFL will scrutinize documents uploaded as techno-commercial bid and decide the technical qualified parties. The committee will ensure that all documents required have been submitted/uploaded by the party, prior to opening of price bids.

13.2 Part-2: 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.**

14. In case of poor response / receipt of single bid, Last date may be extended.
- i. The Company reserves the right to accept or reject any or all tenders in full or in part, without assigning any reason and also reserves the right to negotiate the rate with L-1 bidder.
  - ii. 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.
  - iii. The tentative slab wise movement of fertilizers **from Unit** is indicated in the appropriate clause of Schedule I.



**Covering Letter to be submitted by the tenderer and to be placed in techno commercial bid.**

**To**

**The Zonal Manager,**

**National Fertilizers**

**Limited, Bhopal**

**Sir,**

**Sub: Tender for appointment as Contractor for Transportation by road from NFL Vijapur Unit and unloading of consignment at destinations**

I/WeM/s. \_\_\_\_\_ 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 & conditions, **and special terms & conditions** i.e. Schedule No.1.

I / we hereby submit the following documents for consideration to appoint me/ us as Transport Contractor.

1. Duly filled in Application Form and duly signed in instructions.
2. Notarized dated Affidavit with complete details as per Annexure '1'
3. Original Bank Reference Letter (as per Annexure '2')
4. Original / Notary attested Experience Certificate
5. Self - attested copies of Balance Sheet duly audited by C.A. wherever applicable along with P&L account for last 3 financial years
6. Self - attested copies of I.T.R./Assessment Orders for last 3 Assessment years.
7. Self - attested copy of PAN Number.
8. Self - attested copies of Service Tax Registration Certificate (Form –ST-2 )
9. List of Trucks owned along with Self Attested copies of RC Books
10. Undertaking/ Details/copy of Registration, if party is registered as Micro / Small / Medium Enterprise as per MSMED Act, 2006. (as per Annexure '3')
11. Self-Certification Form: Make In India (Local Content)  
(On party/Company's Letter Head) Annexure-4
12. Model Clause Certificate: Public Procurement No. 1  
(On party/Company's Letter Head) Annexure-5
13. Integrity Pact (as per Annexure '6') duly signed on each page and signed by two witnesses.
14. Tender document including General Terms & Conditions and Special Terms & Conditions - each page duly signed and filled in as per instructions.

Thanking you.

Yours faithfully,

(Signature & Rubber Stamp)

## SCHEDULE - 1

### 1.00 GENERAL TERMS AND CONDITIONS

- 1.01 NFL invites sealed tenders for transportation of fertilizers, normally bagged in 45 Kg. packing and sometimes in small packing's. The contract involves transportation of fertilizers to the various destinations in the states of M.P., Maharashtra, U.P. & Rajasthan etc. from Vijaipur Unit.
- 1.02 The successful tenderer shall ensure that the material dispatched from the plant should be delivered to the consignee within three days for destination up to 500 KM distance, within five days for destinations between 500 and 750 KM and within seven days for destinations beyond 750 KM excluding day of loading. The penalty for delayed delivery shall be at the rate of Rs.100/- per truck/day. The penalty shall be calculated excluding day of loading.

In case of damage to the material or packing, the contractor will have to make good the loss to Company.

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 Vijaipur 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. In case the contractor fails to deliver the material to the consignee within 30 days from the date of dispatch the cost of material shall be recovered from the running bills of the contractor together with 25% departmental charges. In case of Urea the cost of material would be worked-out 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 along with freight subsidy of urea.

### 2.00 DEFINITIONS:

- 2.01 NFL shall mean National Fertilizers Limited, a Govt. of India Undertaking, a Company incorporated under the Companies Act, 1956 having its units at Nangal, Bhatinda (Punjab), Panipat (Haryana) and Vijaipur (Madhya Pradesh) having its Regd. Office at Core III, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi and Corporate and Central Marketing Office at A-11, Sector 24, NOIDA (UP).
- 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 / I/c-D&C Cell shall mean the officer in administrative charge of Zonal / State / Area office / Dispatch & Coordination Cell, Vijaipur Unit, NFL.

### 3.00 SUBMISSION OF TENDERS

- 3.01 The tenderer, should submit tenders after studying the entire tender document and instructions to the tenderer's 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 both in figures as well as in words in Rupees per MT Per Km for different movement slabs and in Rupees per MT for local and warehouse unloading charges 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. Tenderer shall have to arrange the trucks for movement as per Dispatch Instruction given by D&C Cell /State Manager. 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. In case of MSE Bidders, availing EMD exemption, if a tenderer withdraws, revokes, revises the tender rates, he will be debarred from future tenders of NFL for a period of one year.
- 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.

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 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.

### 4.00 VALIDITY OF TENDER

#### 4.01 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 3.00 in the instructions to the tenderer shall be liable to be rejected.

#### 4.02 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 with L-1 bidder only, if the Company feels that rates so received are on the higher side.
- v. 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.
- vi. 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 two years.

### 5.00 PERIOD OF CONTRACT

The period of **contract is Two years** from the date of award. However, the Company shall be entitled to terminate the contract earlier than two years 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.

- 5.01 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.

- 5.02** Any increase or decrease in the price of diesel rates shall be adjusted on the basis of one litre equal to 4Km / 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 **Bhopal** as applicable on the closing date of tender or date of negotiation whichever is later. (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.

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.

**6.00 EARNEST MONEY**

- 6.01** Tenderer should make a deposit of ` 25,000/- (Rupees Twenty Five Thousand Only) through RTGS/NEFT 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 thirty days from the date of opening of tenders/after finalisation of contract.

**7.00 SECURITY DEPOSIT**

- 7.01** The successful tenderer's shall, within fifteen days of receipt of offer letter / LOI deposit with the Company the Security Deposit for the due and faithful performance of the contract amounting to 3% of estimated contract value OR amount of 1.5% of contract value shall be deposited by tenderer within fifteen days of receipt of offer letter / LOI deposit with the Company and balance 1.5% will be deducted in five equal instalments from running bills.

The Security Deposit is to be submitted either by way of RTGS or in the form of Bank Guarantee of a Nationalized/ Scheduled bank on the performa prescribed by the Company before he is allowed to execute the contract and commence work. If the contractor fails to deposit this amount of Security Deposit within the stipulated time which shall include any extension granted by the Company at its own discretion, the Earnest Money deposited by the tenderer shall stand forfeited as and by way of liquidated damages and acceptance of his tender shall stand withdrawn. The Company shall reserve in such an event, the right to accept any tender which is considered suitable.

- 7.02** 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 DEMAND certificate from the In-Charge, D&C Cell, Unit of National Fertilizers Limited.

**7.06 INSURANCE:**

- i. The contractor 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. NFL shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contributions are required by the Employees State Insurance Act, 1948 have been paid. This will be binding on the contractor only when the Employees State Insurance Act is extended to place of work.
- ii. Workmen's Compensation Insurance Cover should be taken for all the persons engaged by the contractor.
- iii. Insurance Policy should be for all the full contract period of two years shall get extended/renewed for the extended period of contract, if any.
- iv. Contract number should be mentioned in the Insurance Policy.
- v. Medical treatment should also be covered in the policy in addition to the workmen compensation as per Act.
- vi. The contractor is required to get the insurance policy endorsed in favour of NFL in terms of endorsement No.140 extending the policy for indemnity to principals.
- vii. Third party insurance required, if any, shall be arranged by the contractor at his own cost.
- viii. The contractor shall not be allowed to put his staff /employees on work until and unless he obtains insurance cover for all the supervisors/workers /staff/employees engaged by him. The contractor immediately before start of work must submit the notarized photocopy of insurance cover.
- ix. All the accidents to contractor staff will be reported to the safety officer promptly. This will, however, not relieve the contractor of any statutory/other obligations.
- x. Dispute not to held up works:  
The successful tenderer 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 contractor 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.
- xi. The heading in these general conditions 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 consideration in the construction thereof of the contract. The law shall govern this contract for time being in force in Republic of India.
- xii. **OVERPAYMENT AND UNDERPAYMENT:**  
Whenever any claim for the payment of a sum of money of NFL arising out of or under the contract against the contractor, the same maybe deducted by NFL from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with NFL or from any other sum due to the contractor from NFL which may be available with NFL or his security deposit or he shall pay the claim on demand.

- xiii. **CONTRACTOR TO VISIT OFFICE:** The contractor or his agent shall attend when required and without making any charge for doing so, the office of officer in charge of NFL or his representative, to receive the instructions and to deal with matters connected with this contract.

## **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:
- Terminate the contract, and
  - Get the work done by third party at the risk and cost of the contractor, and
  - 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, 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 ₹ 1500/- 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 NFL's written permission. Any breach of this condition shall entitle the NFL to terminate the contract and shall also the tenderer/contractor liable for payment to NFL in respect of any loss or damage arising or ensuing from such cancellation of contract. The permitted sub letting of service by the contractor shall not absolve the contractor 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 contractor shall reimburse NFL for the same.

## **10.00 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 Total quantity / quantity in different slabs quantity are estimates only, which may increase/ decrease depending on market situation. No guarantee shall be given for adherence to enclosed tentative/estimated movement plan. The above total quantity of Urea to be moved to the State of Madhya Pradesh, Maharashtra, Uttar Pradesh & Rajasthan during the contract period of two years is estimated and may vary substantially as per marketing requirement, govt. policies, least cost module etc. No guarantee can be given as to any definite volume of work that will be entrusted to the contractor at any time or during the period of the contract. However NFL reserves the right to direct the transporter to deliver the material to any other state within the Union of India.

## **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, the In- Charge, D&C, Cell of Unit shall give notice in writing to the effect to the contractor and the contractor 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 of the

works.

10.03 It shall be the responsibility of the contractor to keep readily available as many trucks as may be required and to transport the material as per dispatch instructions, within the stipulated time, failing which the consequences thereof will rest entirely with the contractor.

**11. INDEMNITY**

- i) 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 any thing 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.
- ii) 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 contractor's bill or recovered otherwise and contractor 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.
- iii) A contractor at his own risk and cost will make good, any damage or loss caused to NFL plant equipment etc during execution of this contract. In this regard decision of officer in charge is final and binding to the contractor.

**12.00 TRANSPORTATION FROM UNIT.**

12.01 The contractor will have to submit the acknowledgement of consignee within 10 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.

The material dispatched from the plant should be delivered to the consignee within three days for destination up to 500 KM distance, within five days for destinations between 500 and 750 KM and within seven days for destinations beyond 750 KM excluding day of loading. The penalty for delayed delivery shall be at the rate of Rs.100/- per truck/day. The penalty shall be calculated excluding day of loading.

12.02 The contractor or their authorized representative shall remain in constant touch with NFL's local office representative for information regarding the loading of trucks.

12.03 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.

12.04 The contractor shall be solely responsible for safe custody of NFL's fertilizers 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.**

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.

**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) in terms of the provision of clause -8

**15.00 CONTRACTOR TO EXECUTE AGREEMENT.**

The successful tenderer shall be required to execute an agreement in the prescribed performa with the Company within 7 (seven) days of the receipt of the letter of offer / 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 presumed to be effective from the date of issue of letter accepting the tender or date mentioned on LOI. 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) Minimum four hours notice will be given to the contractor for the supply of trucks for loading on day-to-day basis. It shall be the responsibility of the contractor to keep readily available as many trucks as may be required and to transport the material entrusted to him. In case of his failure to meet the above-referred daily demand and execute the Dispatch Orders within a period of three days, penalty @ Rs.300/- per truck/per day to be calculated from the 4th day, subject to maximum of Rs.1500/- per truck, will be recovered. In case there is loading of Urea in rail wagons during the period of indenting of trucks, then the rake loading days (one day for each rake) will be excluded while calculating the penalty. However, in case the Dispatch Orders are not executed even within a period of 08 days, the job will be got done through alternate source at the risk & cost of the contractor.
- ii) 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 employees as he may think fit, and the employees so employed shall be the employees of the contractor for all purpose whatsoever and shall not be deemed to be in the employment of NFL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that maybe 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 contractor in abiding by aforesaid rules, laws and regulations or held liable or responsible to the employees of the contractor in respect of any matter whatsoever, NFL shall be reimbursed by the contractor 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 contractor. NFL shall be entitled to claim damages or compensation from the contractor in that event. The NFL reserve its right to deduct the above stated claims/ expenses etc from the dues of the contractor whether under this contract or any other contract or otherwise recovers the same from contractor.

The contractor is liable to take all precautions in respect of his trucks, men and materials as per safety code. In case of any injury or casualty of contractor's driver, cleaner/ conductor/employees during working hours or outside, the contractor shall be solely responsible and 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 contractor or his driver/cleaner/ conductor/ employees. The contractor shall be liable to NFL for any act of commission or omission on his part or on the part of his driver/cleaner/conductor/ employees thereby causing any loss, damage or inconvenience to NFL.

#### **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 INCONVENIENCE TO THE PUBLIC**

The contractor shall not deposit the material on any site, which may cause inconvenience to the public. In-charge D&C Cell, / 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 TAXES AND OTHER STATUTORY LEVIES**

The rates shall include all taxes, duties, royalties and other statutory levies leviable at present including Toll Tax, etc. but exclusive of Service Tax on Transportation, Entry Tax and Environment Compensation Charges (ECC). Presently, no service tax is leviable on transportation of fertilizers. 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 trucks etc., to make the trucks road worthy for movement on the road in Haryana and other States 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.

GST (Goods and Service Tax), if any levied/enforced by Govt. during the tenure of the contract effecting the transportation movement directly while carrying Urea filled Bags will be re-imbursed at actual. Similarly for any decrease in Taxes, Duties, Royalties and other statutory levies during the tenure of the contract, the amount so decreased will be deducted from the effected date from the freight bills of the contractor. Copies of notifications/ Circulars by the Govt. shall be arranged by the Tenderer.

## **22.00 TERMINATION OF THE CONTRACT OWING DEFAULT OF CONTRACTOR.**

22.01 A) 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
- B) Abandons the contract, or
- C) Persistently disregard the instructions of the Manager or contravene any provision of the contract or
- D) Fail to adhere to the agreed program of work, or
- E) 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, In-charge (D&C) Cell of Unit, 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 Head of Marketing Deptt. shall be entitled, after giving 48 hours notice in writing under the hand of the In-charge (D&C) Cell of Unit, 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 In-charge (D&C) Cell of Unit, 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 In-charge (D&C) Cell of Unit, 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 In-charge (D&C) Cell of Unit, 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 In-charge (D&C)

Cell of Unit, 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 subclause 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 I/c, D&C, Cell of Unit 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 I/c, D&C, Cell of Unit, 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 initially to I/c, D&C, Cell of Unit / State Manager / Zonal 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 to I/c, D&C, Cell of Unit / State Manager / Zonal Manager or any Court or Arbitrator.

#### **25.0 SETTLEMENT OF DISPUTES**

“Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Designated Unit Head / E.D. / Functional Director / Chairman & Managing Director, National Fertilizers Limited, for appointment of Arbitrator.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may

start the proceedings from where his predecessor left or at any such stage he may deem fit.”

“It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on the date of award of contract.

The venue of arbitration proceedings shall be at Delhi only.

#### **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 Delhi 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. 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. TERMS OF PAYMENT-**

Freight Bills shall be submitted in the manner and accompanied by the following documents: -

Original copy of the Bill plus two extra copies with duly acknowledged (quantity in words and figures both) consignor copies of Delivery Challans and Goods Receipts should be submitted to In-charge, D&C Cell Vijapur. The acknowledgement must be clear, without any cutting/overwriting with clear mention of date of receipt, truck number and the rubber seal of the receiving authority.

In case of the loss of consignor's copy of Delivery Challan for acknowledgement of Urea, Indemnity Bond for each D.C. should be submitted on Rs. 500.00 Non Judicial Stamp Paper.

- 27.01 Bills should be submitted month-wise and state-wise. In case due to certain reasons bills for a particular month is preferred in the subsequent month, separate bills should be submitted for consignments dispatched in the previous months. Contractor shall try to maintain seriality of Delivery Challans as far as possible in all his future bills. Unloading charges shall be reimburse to the contractor on production of documentary proof and should be verify by in-charge Marketing D&C cell Vijapur.
- 27.02 Payment of Bills to the Contractor will normally be made within 30 days from the submission of bills with necessary acknowledgements.
- 27.03 Presently no Octroi charge on Urea is levied. In future wherever Octroi charge is paid shall be reimbursed to the contractor on submission of documentary evidence i.e. Octroi receipt in original.
- 27.04 Income Tax as applicable shall be deducted at source as per the provision of Income Tax Act of 1961 as amended from time to time as applicable from time to time.
- 27.05 Goods &Service Tax liability shall be as per the prevailing provisions of Goods and Service Tax Act.

27.06 The Tenderer should have a valid registration with the State Transport Department in which they have main office as per carriage by Road Act 2007 and Carriage by Road Rules 2011

27.07 Goods & Service Tax liability shall be as per the prevailing provisions of Goods and Service Tax Act.

## **28.0 DIVERSION**

In case, the contractor is directed in writing by an officer of NFL 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. Payment for such diverted delivery of material will be on the basis of distance travelled from unit to original destination and by the shortest route from original destination to the new destination. In such case, the contractor shall produce a certificate from Automobile Association for the distance between the original destination and the new destination. Certificate from concerned area office certifying mileage of new destination would also be acceptable.

## **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.

The contractor shall decide in consultation with the NFL representative number of trucks to be arranged 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 loading the material thereof due to any labour disturbance such as strike, lockout, go slow whatsoever beyond the control of NFL.

## **30.0 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 In-charge D&C Cell / State Manager. If any such instance of violation of instructions are found then company may terminate the Transportation contract, dealership and PG contract of such contractors.

## **31.0 Registration under MSMED Act, 2006**

If the party is registered as Micro/Small/Medium Enterprise as per MSMED Act, 2006, the same may be confirmed by the party and submit a self attested photocopy of the registration certificate in support thereof (as per Annexure-II).

## **32.0 Signing of Integrity Pact**

Bidder will sign the Integrity Pact as per enclosed Annexure-4 which is an integral part of the tender documents, 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](http://www.nationalfertilizers.com).

## **33.0 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.

### **34.0 Purchase Preference Benefit**

**34.01.** 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.

**34.01.1** 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%.

**34.01.2** 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.

**34.01.3** 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-4 is to be submitted).**

### **35.0 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-5 is to be submitted).**

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## SCHEDULE-I

### **SPECIAL TERMS AND CONDITIONS**

1. It is clearly and expressly understood that NFL neither guarantee for the number of trucks required per day/per month during the contract period nor the loads on return trips of trucks.
2. The Contractor shall park all the trucks outside the factory premises. Unless the Security Guard(s) on duty permit the trucks to enter, the trucks should not be brought at the gate.
3. For the purpose of loading, the contractor shall place the trucks in appropriate position so as to facilitate loading operations smoothly before and after loading at such points and places within and/or outside factory limits of the Company or as may be required from time to time by the Company.
4. The Contractor shall ensure that its agents, drivers and employees and labourers are efficient, prompt and properly trained in the various transport operations for the sake of smooth, efficient, proper and prompt movement of materials of the Company without any disturbance or interruptions of whatsoever nature in fulfilling its obligations towards smooth and prompt transport.
5. The Contractor shall depute a responsible representative at the factory or at such other place or places from which loading operations are required to be undertaken who shall be available at all times for various transport operations and to receive and fully comply with the instructions in this regard from the Company or its authorized agents or nominees or representatives so nominated and named by the Company.
6. If required, the Contractor shall carry in the trucks when fertilizers is being transported to the Company's depots, warehouse / godowns and such other places, packets of publicity material and boxes of insecticides required to be transported to the depots, warehouses, godown and such other places. The Contractor shall do this considering as a part of his obligations without any demur or dispute whatsoever and shall not claim any additional charges for the same. NFL shall be under no obligation to accept any claim/charges on this account.
7. The Contractor shall arrange insurance policy in connection with the trucks covering public liability (third party) for loading/handling and transportation of fertilizers. NFL shall in no manner be responsible for the losses, damages or injuries caused to the third party during loading, handling and transportation of the fertilizers.
8. The Contractor shall keep the Company 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 the course of the execution of completion of the work under the contract and if, as a result of any such action, claim or proceedings, the Contractor such representatives of the Company as the case may be is adjudged to be liable to any penalties or to pay any compensation, such liability of the contractor and if, the Company has to take over the liability, the Company shall deduct all amounts arising out of such liabilities from the Security Deposit of the contract or from any other amount due and payable by the Company to the Contractor under this contract or any other contract and without prejudice to any other legal remedy available to the Company.
9. The Contractor shall load / carry the material in the trucks as per their carrying capacity as per Motor Vehicle Act. NFL shall provide material per truck /Trolla entirely at Contractor's sole liability and responsibility and risk and cost. The entire responsibility for extra carriage will rest with the contractor and he shall solely be responsible for all consequences arising due to objections by any statutory body/Government Agencies/Motor Vehicles Deptt.



10. The Contractor shall be responsible for the safe custody of the material in his possession and shall undertake to deliver the material to the correct consignee as indicated in the GR/Delivery Challan. The Contractor shall be responsible for shortages and damages occurring to the material during handling and transportation. He shall also obtain a clear receipt from the consignee with the rubber stamp duly affixed mentioning the quantity (in words and figures) received, truck number and the date on which material is received. The Contractor shall ensure the safe delivery of the material at the destination within a reasonable time. The Contractor shall be liable to compensate NFL for the losses to the material during loading, transportation and unloading.
11. The material dispatched from the plant should be delivered to the consignee within seven days. The penalty for delayed delivery shall be at the rate of 1% of the freight bill per day or part thereof subject to a maximum of 5% of the freight billed up to 30 days.
  - a) In case the material is delivered after 30 days at the destination from the date of loading, we shall recover 25% of freight as penalty.
  - b) In addition to above, ½% (Half Per Cent) of the prevailing Farmer's price for Urea & prevailing sale price for Neem Coated Urea as applicable per week or part thereof counted from the date of delivery of material to the transporter at NFL factory shall also be recovered.
  - c) Besides (a) and (b) above, the truck can also be debarred from further lifting Urea from our Plant, till further revocation by NFL.
  - d) It shall be the responsibility of the Contractor to see that trucks should be supplied for next trip only after confirming that material lifted in earlier trip has been delivered at the destination by obtaining the acknowledgement from the truck operator. In case it is noticed that the earlier material has not been delivered and that particular truck is deployed for next trip for loading, truck will be debarred for further lifting Urea from our Plant till revocation by NFL.
12. In case trucks supplied for loading have to return empty on direction of NFL due to non-loading of material/failure of system, a compensation of Rs. 150/- (Rupees One Hundred and Fifty only) per truck shall be paid. However, in case of change of destination, alternate destination is acceptable to the truck operator and the truck is loaded for alternate destination, no compensation shall be paid.
13. The transport charges shall be payable for the distance covered by loaded trucks and not for the distance on return from garage to place of loading or back to garage.
14. Any increase or decrease in the price of diesel will be adjusted on the basis of one litre equal to 4 KMs per litre per 10 MT truck/vehicle which means for every 40 paise increase in diesel one paise per KM per MT will be allowed in case of increase and will be reduced in case of reduction in the prices. Escalation shall be allowed based on increase/decrease in rate of IOC at Bhopal.
15. The Contractor shall from the time the material is loaded onto his trucks and till the material is delivered at the specific destination be completely and solely responsible for any damage, shortage, loss, pilferage etc. occurring to any reason whatsoever in transit. No transshipment of material is permissible except in case of accident/breakdown. Accident/force major conditions, if any occurred during transit should be reported immediately to Dy General Manager (Materials), NFL, Vijaipur Unit.
16. The transport contractor will have to transport the fertilizers without any transshipment. In case transshipment is done a penalty of Rs. 1500/- per truck will be imposed, payment shall not be release for the truck which is not reached to destination except in case of

accident / force major / break down.

17. NFL shall be under no obligation to accept the claim of the Contractor on account of non-utilization of the whole or any portion of the fleet of trucks owned and/or enrolled by the Contractor.
18. Minimum 12 (Twelve) hours' notice will be given to the Contractor for the supply of trucks for loading on day-to-day basis. It shall be the responsibility of the contractor to keep readily available as many trucks as may be required to transport the material entrusted to him. In case of failure in providing the required number of trucks, NFL shall be at liberty to obtain the necessary number of trucks from other sources at the risk and cost of the Contractor.
19. Timely lifting of the material by the Contractor as per despatch instructions given by NFL will be the essence of the contract for the purpose of discharging NFL's obligation to meet the requirement of the quantity allocated by the Government of India. In case of failure of lifting of bagged urea as per dispatch instruction by NFL for the movement of material to the designated destination, NFL may be forced to move the material by alternate mode of transport such as by rail and further handling of transport to meet the sales plan and obligation under ECA. When such an eventuality comes the difference between the costs incurred in transporting the material through alternate source and the rates quoted by the Contractor shall be recovered from the Contractor.
20. The Contractor shall take appropriate steps to ensure that the material in transit is not damaged due to weather conditions. Adequate number of tarpaulin covers in good condition shall be provided by the Contractor for each truck to cover and protect the material against weather conditions.
21. The Contractor shall hold the material entrusted to him for transport as trustee and shall be accountable to NFL. Therefore, any loss caused due to reasons whatsoever shall be compensated by the Contractor.
22. NFL does not guarantee any minimum/maximum business during the contract period.
23. Generally the work involved will be in three shifts viz. from 06.00 hrs to 14.00 hrs, from 14.00 hrs to 22.00 hrs and from 22.00 hrs to 06.00 hrs. In view of continuous nature of plant operations, work will continue on public holidays and Sundays. No compensation or extra rates will be admissible for working beyond normal hours. NFL shall have the right to change the working hours to meet the marketing requirements.
24. NFL's interpretation or decision in this regard to all or any of the terms and conditions and any matter arising hereunder will be final and binding on the contractor.
25. Contractor's preparation for the commencement of work or any portion of it or his subsequent rate of progress be for any cause whatsoever go slow in the opinion of NFL that the Contract will be unable to complete the work or any portion thereof as agreed upon should he neglect to comply with any directions given to him by NFL or in any respect fail to perform contract, NFL shall have the power to declare the contract to have come to an end in such case, the Contractor shall be liable for payment of any extension to NFL for any loss, damage incurred or sustained by reason of or in connection with the contractor's default. Decision of NFL in this regard shall be final and binding on the

Contractor.

26. Rates should be quoted in such a fashion that transporters/contractors shall not have any objection for transportation of fertilizer filled bags to any of destinations in any state to meet NFL's daily demand of trucks throughout the contract period including extended period.
27. NFL has prepared a directory showing distances between its units and various destinations within the territory of India. For these destinations, the distance as per statement shall be applicable for payment of bills. A copy of Directory is available in the Transportation Department for perusal. NFL at its discretion may obtain fresh/latest distances for such destinations for the purpose of adopting them for payment and the same is binding on the contractor. Wherever the distance is not provided in the directory for a particular destination, the distance provided by Automobile Association/National Highway Authority/State Highways Authority/PWD/CPWD/NFL shall be adopted.
28. The rates for the transport of goods shall be on the basis of net weight. No separate remuneration will be payable for the tare weight or packing material, as the remuneration therefore shall be deemed to be included in the rates for transport of net weight of goods.
29. No unloading charges at destination will be entertained where unloading is done by the consignee. In cases where unloading facilities are not made available at destinations by the consignee, the unloading charges may be reimbursed at the rate quoted by the tenderer in his price bid.
30. Quantity shown in NIT documents is tentative and may substantially vary during the contract period as per the marketing requirements. NFL does not take any responsibility for variation in the quantity as compared to those shown in the NIT nor guarantees any minimum quantity for transportation. However, the operation of the transportation contract depends upon ECA allocation. NFL therefore does not undertake any guarantee/responsibility under ECA. Contractor shall have no claim whatsoever in the regard against NFL.
31. In case, the Contractor is directed in writing by an officer of NFL or Warehouseman 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 slab rate to the original destination shall be applicable to the entire distance from loading point to the diverted destination. For example, 'if a truck is loaded from destination 'A' (NFL) to destination 'B' which is 100 Kms. The truck does not get unloaded at destination 'B' but is diverted to destination 'C' which is 50 Km from destination 'B''. In the above situation, the freight will be paid on rates as applicable to the slab of 150 Kms. Payment for such diverted delivery of material will be on the basis of distance traveled from Unit to original destination and by the shortest route from original destination to the new destination.
32. NFL shall not be liable for supply of petrol, diesel, lubricants etc. for the purpose of work.
33. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of NFL without reference to the actual loss or damage suffered whether or not any damage shall have been contained.
34. The Contractor is required to commence the work within a reasonable period not exceeding 15 days after the receipt of order by him writing to this effect from the Company and shall proceed with the same with due expeditions and without delay. In case the contractor fails to commence the work within 15 days, the contractor will not be allowed to work during the period of the contract and the Earnest Money Deposit shall be forfeited.
35. The Contract entered into between the parties in pursuance of this document may not be amended or otherwise altered and no variation of the clauses of the contract shall be valid except pursuant to an instrument in writing signed by each of the parties hereto. NFL shall not in the absence of its specified written acceptance be bound by any provisions in the tenderer's offer, forms of acknowledgement of contract, invoices, packing lists and other documents which may be advanced in support of the contract.

## **CORRESPONDENCE**

36. All correspondence should be in triplicate and invariably bear reference to the contract number and date. The Contractor shall furnish to NFL the name, designation and address of the authorized representative and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered personally to contractor or his authorized representative or posted at the address so given.

### **In the case of NFL to: -**

Zonal Manager  
National Fertilizers Limited  
A/A-2, Office Complex,  
Gautam Nagar, Bhopal(M.P.)  
Cc: D&C Vijapur

37. NFL reserves the right to award parallel contract without giving any notice to the contractor or to terminate the contract any time without giving any notice if the nature of work so demands and the services of the contractor are not found to be satisfactory.

### **38. INSURANCE**

The Contractor shall at his own expenses carry and maintain insurance as per State Insurance Act, 1948 wherever applicable for its employees and shall indemnify and keep NFL harmless from any liability whatsoever on this account.

NFL shall retain such sums as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contributions as required under the Employee State Insurance Act, 1948 have been paid. This will be operative and binding on the contractor only when the Employee State Insurance Act is extended to the place or work. The Contractor shall be solely responsible for any loss, damage or injury etc. caused to the personnel of the Contractor deputed by him for the work under the contractor. Any compensation whatsoever payable on this account shall be borne and paid by the Contractor exclusively. The Contractor may arrange for necessary insurance coverage for the same at his own cost. The Contractor will indemnify NFL against all claims for injury caused to any person, while in or upon the site of NFL.

39. The Contractor will have to strictly adhere to the rules and regulations laid down by NFL from time to time during the contract period.

40. Necessary records required under Factories Act, ESIC Act and other applicable statutory requirement under the law, including application for license from the Labour Conciliation Officer shall be observed/complied with by the Contractor.

The Contractor shall be singularly responsible to secure strict compliance with all Central and State laws as well as the rules, regulations, by laws and orders of the local authorities and statutory bodies as may be in force, from time to time. Any failure on this count on the part of the contractor and the consequences thereof shall be solely on account of the Contractor. Liability if any under this head shall be solely borne and paid for by the Contractor. If under any circumstances, NFL is called upon to make payment on this count, NFL will be at liberty to recover the same either by deducting it from the Security Deposit/Earnest Money or from any other sum due from NFL to the contractor whether under this contract or otherwise.

**SCHEDULE-IIA**

**RATES FOR TRANSPORTATION OF MATERIAL FROM VIJAIPUR UNIT**

**ZONAL MANAGER  
NATIONAL FERTILIZERS LIMITED,  
BHOPAL**

Dear Sir,

In response to your communication no./NIT\_\_\_\_\_ dated , I/We, M/s.....Quote our rates for transportation of fertilizers from Vijapur Unit as under:-

**A – RATE PER MT UNLOADING CHARGES DESTINATIONS WHERE CONSIGNEES DO NOT HAVE UNLOADING FACILITY IN THEIR SCOPE:-**

Tentative quantity .....MT

RATE PER MT	
IN FIGURES	IN WORDS

**GST (Goods and Service Tax) shall be payable extra at applicable rates.**

**B- TRANSPORTATION RATES ON SLAB BASIS FOR:- Madhya Pradesh, Maharashtra,Uttar Pradesh and Rajasthan**

S.No	Distance Slab ( Km)	Mid Point (Km)	Rate in Rupees	
			(In Figures)	(in words)
1.	0-15 (Fixed Rate )	15	₹.....PMT	Rupees.....
2.	16-25	21	₹.....PMT/Km	Rupees.....
3.	26-50	38	₹.....PMT/Km	Rupees.....
4.	51-75	63	₹.....PMT/Km	Rupees.....
5.	76-100	88	₹.....PMT/Km	Rupees.....
6.	101-150	125	₹.....PMT/Km	Rupees.....
7.	151-200	175	₹.....PMT/Km	Rupees.....
8.	201 -250	225	₹.....PMT/Km	Rupees.....
9.	251-300	275	₹.....PMT/Km	Rupees.....
10.	301-350	325	₹.....PMT/Km	Rupees.....
11.	351-400	375	₹.....PMT/Km	Rupees.....
12.	401-450	425	₹.....PMT/Km	Rupees.....
13	451-500	475	₹.....PMT/Km	Rupees.....

14	501 & above	550	₹.....PMT/Km	Rupees.....
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GST (Goods and Service Tax) on transportation activity being under reverse charge mechanism shall be deposited by NFL.

**( IMPORTANT:- RATES MUST BE QUOTED FOR ALL THE SLABS )**

**Note:-i) "In case there is discrepancy between words and figures or there is overwriting in figures, the rates given in words shall be considered"**

**ii) The 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.**

**iii) The effect of increase / decrease in diesel price shall be considered on quarterly basis and base rates of diesel at Bhopal as applicable on the closing date of tender(for details ref. clause no. 5/2).**

1. 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.
2. If the amount of transportation charges per MT 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 onward).

**EXAMPLE**

Let the transportation rates for the slab 101 - 150 Km = ₹ 1.80 / MT / Km Transportation charges per MT for 145 Km = 145X1.80 = ₹. 261/-.

Let transportation rates for the slab 151 - 200 Km = ₹. 1.35 / MT / Km. Transportation charges per MT for 151 Km = ₹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 @ ₹ 203.85 PMT being the charges applicable for 151 Km.

3. Average distance as per column 2X quantity mentioned in particular slabXRate applicable as per point 2 above for that distance.

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 transport contract, besides execution of an agreement on stamp paper of Rs. 500/- to constitute a binding contract.

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 ₹. \_\_ towards earnest money deposit by way of demand draft No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of **National Fertilizers Limited** payable at **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. **Tender Fee and EMD is to be deposited for each schedule separately.**

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 the price 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 )**  
**( Organisation Address )**