

TERMS OF REFERENCE (TOR)

**DOCUMENT FOR INVITING EXPRESSION OF INTEREST
FROM MANUFACTURERS OF
MOP (N:P:K :: 0:0:60)**

**FOR
ENTERING INTO LONG TERM IMPORT
CONTRACT / MOU**

**Closing Date
06th August, 2018
Up to 1800 Hrs.**



**Chief General Manager
Central Marketing Office
National Fertilizers Limited
A-11, Sector-24, Noida-201301
Dist.: GB Nagar, Uttar Pradesh, INDIA**



NATIONAL FERTILIZERS LIMITED
(A Government of India Undertaking) [CINL74899DL1974GOI007417]
Corporate Office: A-11, Sector-24, Noida-201 301
Dist. Gautam Budh Nagar (UP) (India)
Phone: 00-91-120-2412294, 2412445, Fax: 00-91-120-4246764,2411057
e-mail: imports@nfl.co.in

A. Introduction about National Fertilizers Limited (NFL)

National Fertilizers Limited (NFL) is a Public Sector Undertaking under administrative control of Ministry of Chemicals and Fertilizers, Government of India and has its Registered Office at SCOPE Complex, Core III , 7 Institutional Area, Lodhi Road, New Delhi-110003 and Corporate Office/ Central Marketing Office located at A-11, Sector -24, Noida 201301.(UP).

NFL is the 2nd largest manufacturer of Urea in India. The company has five gas based Urea plants at Nangal & Bathinda in Punjab, Panipat in Haryana and two at Vijapur in Madhya Pradesh. Company produces and sells around 3.8 Million MT of Neem Coated Urea.

NFL's Marketing Network comprises of a Central Marketing Office at Noida, three Zonal Offices at Bhopal, Lucknow & Chandigarh, 13 State Offices and 39 Area Offices spread across the country. The company has a strong dealership network and all the fertilizers are marketed through dealers appointed from both the government and private sector.

NFL is engaged in marketing its Neem Coated Urea, Bio-Fertilizers (solid & liquid), DAP, NPK, MOP, Seeds, Compost, Bentonite Sulphur and other Agro-Chemicals under its brand "Kisan". NFL also manufactures and sells other allied Industrial products like Ammonia, Nitric Acid, Ammonium Nitrate, Sodium Nitrite, Sodium Nitrate etc.

NFL earned a sale revenue of Rs.8928 Crore (approx. USD 137 billions) in 2017-18. With respect to DAP, NPK, MOP imports and sales, NFL, through tendering system imported 3.82 lakhs MT in the year 2017-18.

In order to increase its revenue as well as to strengthen its product line, NFL has decided to use its marketing network optimally through continuous Import & sale of MOP too. NFL has plans to become one of the major players in trading of P&K fertilizers and therefore has kept ambitious targets to import about 1.0 million MT of DAP, **0.6 million MT of MOP** and 0.7 million MT of NPK/NPS by the year 2019-20. To ensure assured receipt of a quality product at the right time and at a transparently arrived competitive price, NFL desires to tie-up annual import requirement of MOP for Public Sector Companies with one or more reputed manufacturer/s through Long Term Purchase contract.

B. TERM OF REFERENCE

Through these Terms of Reference (TOR), NFL is inviting MOP manufacturers to submit their Request for Proposal (RFP) for entering into Purchase contract/agreement for Import of MOP for a period of one year. The broad guidelines for submitting RFP are ad detailed below

Sr	Description	Details
1.	Request for proposal (RFP)	<p>The Request for Proposal shall be submitted in two parts:</p> <p>Part-1</p> <p>a. Only manufacturers (for definition, refer clause B-2 a of ToR) of MOP fertilizers can participate. Manufacturers to submit their detailed proposal covering all the clauses of ToR. Manufacturer must clearly mention the clauses of ToR which they propose differently. Alternatively Manufacturer should submit signed and stamped copies of ToR and GTC along with annexures thereto as a token of acceptance of all ToR and GTC terms and conditions.</p> <p>b. The participant must have supplied a minimum 0.2 Million MT of MOP in India during the year calendar 2017.</p> <p>c. Manufacturer to submit documents required under clause B-2 of ToR.</p> <p>d. Self-Certification by manufacturer (signed by authorized representative not less than head of marketing) that their product MOP has not been declared non-standard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at</p>



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		<p>discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO), in last 5 years from date of publication of this document.</p> <p>e. Technical bid Performa as per Annexure –II.</p> <p>Part-2 Bidders shall be required to submit Bids in Annexure-III in a separate sealed cover put in a bigger sealed cover containing their proposal along with other requisite documents as required in ToR/ GTC and annexures etc. Annexure-III to be opened only for those who have submitted the requisite documents for meeting eligibility criteria and their proposal is accepted by NFL. Evaluation of bids shall be made as per annexure-III. NFL reserves the right for entering into MOU/Purchase Contract for MOP import with one or more manufacturers.</p>
2.	Documents To be Submitted	<p>a. MOP producers submitting proposal shall submit a self-certified certificate for being as a MOP producer. All those companies who are 100% marketing arm of producer or 100% subsidiary company or sole selling company of producer, shall be treated as MOP Manufacturer for which they have to submit their requisite documents to prove their relation with their principals.</p> <p>b. In case the bidder is a Joint stock company (JSC) having exclusive marketing rights in production equivalent to their equity investment in manufacturing company/ plant/ unit then JSC should submit all the relevant documents along with the technical bid to support their claim. They shall be considered as manufacturer with their manufacturing capacity equivalent to percentage of their contribution of equity of the company.</p> <p>c. Duly self-certified (by authorized representative not less than head of marketing) certificate, certifying the total supplies of MOP in India during CY 2017. The copy of BLs of atleast 0.2 million MT should be enclosed as per B-1 b.</p> <p>d. Details of Indian Agent, if any, as per clause 18 of C.</p> <p>e. Submission of signed and stamped copy of Integrity Pact as per annexure - I.</p> <p>f. Certificate as per clause B-1-c above.</p>

C. The General terms and conditions for entering into long term contract for purchase of MOP are as detailed below:-

Sr	Title	Details
1.	Definitions	<p>a. The term Terms of Reference(TOR) shall mean and include the Terms of Reference(TOR) along with all annexures for Inviting Expression of Interest from manufacturers of MOP for entering into long term Import Contract/Agreement, other Instructions to participants, the signed contract/agreement, Letter of Intent accepting the contract in part or full, Special & General Terms & Conditions, directions and comments conveyed in writing, the Purchase Order or Work Order, emails and its subsequent variations, if any, or any other authorized contract documents and those general and special conditions that may be added subsequently.</p> <p>b. The term SUPPLIER/SELLER shall mean the principal manufacturer or its sole marketing arm person(s), firm, or company with whom a CONTRACT/AGREEMENT has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.</p> <p>c. The term PARTICIPANT BIDDER/TENDERER shall mean the person(s), firm or company, who offers a proposal or quotation duly signed in response to this Expression of Interest (EoI) issued by NFL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.</p> <p>d. The term “PRODUCT” shall mean the product specified in Point 2 of Part C and the term “SPECIFICATION” shall mean the quality of the product as specified in Point 3 of Part C.</p> <p>e. Should NFL relinquish ownership of the business, whether by sale, cessation, fusion or any other cause, outstanding quantities remaining to be delivered under this contract, shall ipso</p>



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		facto be taken by or transferred to new owners or successors. Nevertheless, NFL reserves the right in this event to cancel such quantities: the cancellation not giving rise to any right to indemnify.															
2.	Product and Packing	Muriate of Potash (MOP) - in loose bulk.															
3.	Specifications	<p>As per Indian FCO latest amendments, Muriate of Potash (MOP) in Loose Bulk</p> <table border="1"> <thead> <tr> <th>Sr</th> <th>Details</th> <th>Parameter</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>Moisture per cent by weight, maximum</td> <td>0.5</td> </tr> <tr> <td>(ii)</td> <td>Water soluble potassium content (as K₂O) per cent by weight, Minimum</td> <td>60.0</td> </tr> <tr> <td>(iii)</td> <td>Sodium as NaCl per cent by weight (on dry basis), maximum</td> <td>3.5</td> </tr> <tr> <td>(vi)</td> <td>Particle size - Minimum 65 per cent of the material shall be retained between 0.25 mm and 1.7 mm IS sieve.</td> <td></td> </tr> </tbody> </table> <p>Colour:- Pink/ Red/ White</p>	Sr	Details	Parameter	(i)	Moisture per cent by weight, maximum	0.5	(ii)	Water soluble potassium content (as K ₂ O) per cent by weight, Minimum	60.0	(iii)	Sodium as NaCl per cent by weight (on dry basis), maximum	3.5	(vi)	Particle size - Minimum 65 per cent of the material shall be retained between 0.25 mm and 1.7 mm IS sieve.	
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4.	Contract period and Extension of Term	This contract shall continue in effect for Twelve (12) months from the date of signing of agreement Either Party may, by written Notice given not later than 3 (Three) months prior to expiry of term, notify the other Party that it wishes to extend the term of this Purchase Contract. Should the parties mutually agree, the Purchase Contract shall be extended for another one year on the same terms and conditions.															
5.	Contract Quantity	<p>a. Quantity under MoU: 500,000 MT (Five Hundred Thousand Metric Ton). Quantity tolerance of +/- 10% for the full quantity and for each shipment to be at Supplier's option.</p> <p>b. The indicative quantity required for different coloured MOP is as detailed below :-</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Color of Product</th> <th>Quantity (in MT)</th> </tr> </thead> <tbody> <tr> <td>i)</td> <td>White</td> <td>: 50,000</td> </tr> <tr> <td>ii)</td> <td>White/ Pink/ Red</td> <td>: 140,000</td> </tr> <tr> <td>iii)</td> <td>Pink/ Red</td> <td>: 310,000</td> </tr> <tr> <td></td> <td>Total Quantity</td> <td>: 500,000</td> </tr> </tbody> </table> <p>c. The indicative quantity mentioned above is subject to settlement of terms and conditions, for each vessel/shipment. In case, either of the party, does not reach for terms and condition settlement for any vessel / shipment, none of the party can claim any compensation/ Damages on account of non-fulfillment of contract quantity. Non-settlement of terms and conditions shall not affect any of the discount payable on yearly basis. In that case, agreed quantity rebate shall be applicable on the quantity actually supplied and the same shall be paid upon conclusion of contract.</p> <p>d. The quantity indicated above is dependent on normal crop season and circumstances. However, in case of any adverse climatic conditions, adverse market condition, economic non-viability, the quantity may be reduced, which will be intimated separately.</p>	Sr. No.	Color of Product	Quantity (in MT)	i)	White	: 50,000	ii)	White/ Pink/ Red	: 140,000	iii)	Pink/ Red	: 310,000		Total Quantity	: 500,000
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6.	Tentative shipment schedule	<p>a. SUPPLIER shall deliver the above contract quantity in bulk to be scheduled and shipped during the contract period as per the shipment schedule mutually agreed between the parties. The tentative shipping schedule shall be mutually agreed upon and finalized before signing of agreement. The actual shipping details shall be specified at the time of placement of Purchase Order. The product will be shipped to designated discharge port at NFL's option. However, NFL reserves the right to change the discharge port prior to shipment.</p> <p>b. SUPPLIER shall deliver the above contract quantity in bulk to be scheduled and shipped during the agreed contract period as per the shipment schedule mutually agreed between the parties.</p> <p>c. The quantity mentioned is indicative and actual shipping schedule will be mutually agreed to by NFL and Supplier. However, NFL reserves the right to order part quantity at its sole discretion.</p>															



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7.	Purchase Price	<p>a. Price Basis: CFR India, to any of the mentioned Indian Ports, Coast wise, as per clause 11.</p> <p>b. UNIT Price: The unit price in US Dollar per Metric Tonne shall be based on the minimum prices of MOP, as published on the date of Purchase order, in any of international Journals like Fertecon, FMB and Fertilizer week under the head "Standard Bulk CFR India 180 days Contract. For invoice purpose, the prices, as published under the above head shall be reduced by all discounts offered by Supplier, except quantity discount, which shall be payable on annual basis.</p> <p>c. Purchase Order (PO):- NFL shall issue a Purchase order prior to 40 days, for each shipment.</p> <p>d. Other Discounts: Supplier shall offer these discounts as per Annexure –III to be submitted along with the other documents as mentioned in the clause no. B-2 of ToR.</p> <p>e. Quantity Discount: Supplier shall offer quantity rebate applicable upto lifting 500,000 MT \pm10% of MOP in US dollars per MT in the annexure III of TOR.</p> <p>f. SUPPLIER shall bear all Supplier's costs and expenses in accordance with Incoterms 2010 for CFR.</p> <p>g. The Buyer shall bear all Buyer's costs and expenses in accordance with Incoterms 2010 for CFR.</p> <p>h. The price should be inclusive of Agency Commission, if any. (Agency Commission should be indicated as per clause 18 of C.</p> <p>i. Taxes & Duties, if any, payable outside India shall be to supplier's account and in India to buyer's account.</p>
8.	Analysis & Sampling	Samples for determining the quality of cargo shall be drawn at the port of discharge through Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs in India. The quality so determined at discharge port shall be final and binding on both the parties.
9.	Product Quality	MOP supplied under the contract should be crystalline free flowing pink/ red/ white colour and free from visible contamination or clay and grit. The colour & particle size of the product should be uniform and free flowing. In case of product declared non-standard by CFQC&TI, Faridabad (India) or any of its regional labs at discharge Port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO) with latest amendments and/ or if the colour of any part of the cargo does not conform to the colours mentioned in the NIT, the cargo will be rejected. The supplier shall refund the landed cost of cargo found sub-standard (including colour) as well as all the consequential handling and the distribution cost or any loss thereof, immediately on NFL's first demand, with value date being the date of initial payment to the supplier, failing which penalty @18% shall be payable up to the date of actual remittance by the supplier. NFL shall lodge claims, if any, for the non/ substandard quality within 30 days of receipt of quality report of the vessel from Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port in India and the documents in support of NFL's claim shall be sent by NFL to the supplier by air mail / email.
10.	Product Quantity (Weighment)	NFL shall prefer to have quantity determination as per discharge port draft survey. The Weighment shall be determined by draft survey conducted through an independent surveyor/ inspection agency appointed by NFL at the port of discharge. The material cost shall be based on B/L quantity or draft survey, whichever is less. Quantity declared as damaged cargo shall also be treated as quantity delivered short and shall be treated accordingly. The payment for shortage in quantity including damaged cargo, as revealed by the draft survey at discharge port vis-à-vis the bill of lading quantity would be recovered including the custom duty and other duties paid on such quantity. The claim, if any, on the basis of findings at discharge port will be lodged on seller within 120 days from date of completion of discharge of the cargo. In case seller fails to remit the penalty amount promptly on buyer's first demand, the buyer shall make good such recoveries directly within 15 days of notification by Buyer.
11.	Destination Ports	Product to be discharged in India with Discharge rate PWWD SHEX EIU as 10000 MT except as specified particularly against any port as under a. For West Coast India (WCI): Kandla, Mundra, Tuna, Pipavav, Dahej, Hay Bunder (Discharge rate 3000 MT PWWD SHEX EIU) ports or any other Safe Port in WCI.



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		<p>b. For East Coast India (ECI): Vizag, Kakinada, Gangavaram, Krishnapatnam, Dhamra, Tuticorin, (Discharge rate 5000 MT PWWD SHEX EIU), Chennai ports (Discharge rate 3000 MT PWWD SHEX EIU), Karaikal (8000 MT PWWD SHEXEIU) or any other Safe Port in ECI. Beam/LOA/Draft restrictions shall be as applicable at respective discharge ports. The indicated discharge rate is on PWWD SHEX EIU for five or more workable hatches, pro-rata, if less.</p>
12.	Marine insurance	<p>Marine Insurance for CFR supplies shall be arranged by NFL through their underwriters whose detail shall be furnished during vessel nomination. The supplier shall intimate NFL's underwriters/ Chief General Manager (Mktg.), NFL immediately on shipping the product informing the name of the ship, quantity, value of material, port of loading etc. Premium paid, if any, for overage vessel will be to the account of supplier. Marine insurance for Iranian origin cargo shall be arranged by supplier at their own cost.</p>
13.	Invoicing	<p>Supplier should raise invoice for material in CFR FO price (CIF for Iranian Cargo) and also mention the freight component of CFR FO price in invoice itself. The freight component should be authenticated by enclosing copy of Charter Party agreement / Fixture note that supplier has entered with the vessel owner.</p> <p>a. The Invoice quantity shall be based on weighment as per Clause No.10.</p> <p>b. SELLER will invoice the Buyer for and in respect of the quantity of Product to be delivered under the Purchase Contract in respect of each individual consignment.</p> <p>c. All amounts due to SELLER shall be payable net of bank charges in India, and free from set-off, deductions or withholdings of whatever kind or nature. All bank charges within India will be borne by the Buyer and all bank charges outside India will be borne by the Seller.</p>
14.	PAYMENT	<p>a. Without prejudice to Buyer's right to recover the damages, payment less agency commission, if any, shall be made through Letter of Credit (L/C). NFL shall establish sight or usage L/C (Irrevocable, non-transferable and non-assignable) after receipt of signed PO and Vessel Nomination thereof. The L/C covering 100% value of the contracted quantity including plus tolerance will be established by NFL. Payment against shipment on CAD basis (for Iranian origin cargo only) in AED for 100% Invoice value shall be regulated as per our contract.</p> <p>b. The payment for agency commission for agents in India will be made in Indian Rupee only.</p> <p>c. For L/C Performa and documents required for negotiations, kindly refer to Annexure-IV.</p> <p>d. It is expected that L/C Performa which is annexed herewith would be read and understood by the supplier.</p> <p>e. The charges for establishing L/C and bank charges in India shall be borne by NFL. All Bank charges outside India and the L/C confirmation charges will be to the account of supplier. The L/C extension and amendment charges will be to the account of the party responsible for occasioning the extension/amendments.</p>
15.	Vessel Sailing and shipment Date	<p>The date of sailing of vessel shall be the date on which the vessel, after completion of loading, sails from the loadport for discharge port. Timely vessel sailing is the essence of the PO and shall be treated as firm. In case of multiple Bills of Lading for the vessel, the date of Bill of Lading issued in the last for the vessel shall be treated as shipment date for the total cargo loaded in that vessel.</p>
16.	Bill of Lading	<p>The bill of Lading issued for the product will stipulate the name of the port in India. In case of deviation at NFL's request, it is understood that all taxes, conditions, acceptance of the B/L and afreightment contract are automatically extended to the second port without issuing a new B/L. The B/L will also incorporate clause Paramount, Jaison Clause, both to blame, collision clause and general average. In the Bill of Lading (B/L), shipper column must indicate the name of the supplier.</p>
17.	Shipping / Documentation	<p>Immediately after sailing of a vessel, the supplier shall advise NFL by email / fax and also by courier service, the name of the vessel, B/L details, date of sailing, quantity shipped and invoice value. Simultaneously, supplier shall dispatch directly to NFL, two non-negotiable sets of following documents through scanned email and also through courier as detailed below:</p> <p>a. Clean Bill of Lading showing National Fertilizers Limited., Noida-201301, India as consignee and</p>



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		<p>marked "Freight Prepaid" or "Freight Payable" as per C/P.</p> <p>b. Copy of commercial invoice.</p> <p>c. Certificate of Origin.</p> <p>d. Joint Draft Survey Report & Certificate of Weight certified by Inspection Agency appointed by Supplier at Load Port.</p> <p>e. Certificate of Quality & Inspection issued by Inspection Agency.(In case, cargo shipped from Iranian Port, Inspection Agency having valid authorization from Iranian National Standardization Organization)</p> <p>f. Intimation to our underwriters for insuring the cargo as per Shipping Advice.</p> <p>g. Stowage Plan.</p> <p>h. Certificate of Sampling.</p> <p>General shipping terms applicable to this contract is attached at Annexure –V.</p>
18.	Indian Agent:	<p>The participating bidder shall disclose the name & address of their agent / representative along with the following information:</p> <p>a. Indian Agent's registration numbers and their permanent income tax account number, amount and nature of commission / remuneration.</p> <p>b. A copy of terms & conditions of the appointment of the <u>Indian Agents including the commission being paid to them.</u></p> <p>c. In case there is no agent in India, the participating bidder shall certify that they have no agents in India and no remuneration is to be paid to any Indian Party.</p> <p>d. The Indian Agent's commission, if any, will be paid in India in Indian Rupee. The conversion will be made only at the prevailing RBI Reference Rate at the time of making payment. Payment of agent's commission will be subject to deduction of tax as may be applicable.</p> <p>e. In cases where there is no agent but the supplier has any Indian Branch or subsidiary or financially inter-linked concern the same shall be intimated to NFL. This will also include such Indian agent, who is paid general retainer fee and may not have any reference to this particular contract i.e. supplier shall intimate to NFL if they have got any agent / representative by whatsoever name he may be called in India and is receiving in India and / or outside India, any payment or facility in any form in return for any service rendered by him to the supplier.</p> <p>f. Should NFL suffer any loss / losses or penalization by the appropriate authority in India because of the failure or action of the supplier in not disclosing the names and other details in respect of their agents in India, NFL shall hold the supplier responsible for such penalties and shall be entitled to claim from them damages for breach of the above provision of the contract and also to resort to such other action which they may consider appropriate.</p>
19.	Inspection Before Shipment	<p>a. The supplier shall ensure that the goods shipped conform to the agreed quality and specifications and shall not ship goods which do not conform to the agreed quality and specification.</p> <p>b. NFL reserves the right, at its option and cost, to have material inspected before shipment in regard to quality and specifications. The supplier/ shipper shall tender the material for inspection to the agency to be nominated by NFL and shipment shall be effected only after the material is inspected. The supplier / shipper will provide free of cost facilities to the inspection agency at the load port for taking samples.</p> <p>c. Irrespective of whether NFL appoints inspection agency or not, it will be obligatory on the part of the supplier to obtain Certificates of Inspection from internationally reputed Inspection Agency appointed by Supplier to the effect that material is in accordance with the specifications laid down in the contract. This shall accompany the shipping documents. The inspection fee shall be borne by supplier.</p> <p>d. For the purpose of determining quality, the Inspection Agency, may at their discretion draw samples of the material at the producing factory as specified in the contract but shall draw</p>



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		<p>samples in all cases in the customary manner during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. Analysis report should specify the nutrients and other requirements of the contractual specifications as per Indian FCO. The report shall specify the methods of analysis used, type of sieve used for determination of particle size and also the contract number, the quantity loaded and name of the vessel. A clear inspection note will be released by the Inspection Agency only if they are satisfied that the cargo meets contractual specifications.</p> <p>e. Analysis / Sampling & Weighment shall be in accordance with the clause 08, 09 & 10.</p>
20.	Other Terms and Conditions of Sale	<p>a. Unless otherwise expressly agreed in writing, all other terms and conditions will fully be incorporated in and be exclusively governed by General Terms and Conditions of Purchase Contract.</p> <p>b. The above terms and conditions and the General Terms and Conditions will constitute the entire agreement of sale between the Parties and shall collectively be referred to as the "Purchase Contract".</p> <p>c. NFL reserves the right to verify the manufacturer's production, quality control and testing facilities before signing of MoU.</p>
21.	Integrity Pact:	<p>Signing of Integrity Pact (IP) is mandatory for every participating bidder in this RFP. A copy of the IP is enclosed (Annex.-I), which may be deemed to have been signed by NFL. The participating bidder(s) and NFL shall be bound by the provisions of IP in case any complaint relating to the RFP is found substantiated. Details regarding Integrity Pact can be viewed on our website viz. www.nationalfertilizers.com.</p> <p>The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. Any bid not accompanied by duly signed IP by the participating bidder would be rejected.</p> <p>The Independent External Monitors (IEMs) for this RFP shall be Sh. Pramod Deepak Sudhakar e-mail- sudhakarpd2@gmail.com and Sh. Ajai Kumar, e-mail: ajai.kumar3@gmail.com. Any RFP related complaint, for RFP covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to these Independent External Monitors (IEMs).</p>
22.	Force Majeure	<p>a) If at any time during the continuance of this contract either party is unable to perform the whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restriction, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosion, epidemics, strikes, embargoes, then the date of delivery of the product shall be extended for the period force majeure condition was operative.</p> <p>b) Any waiver / extension of time in respect of the delivery of any installment or part of the goods occasioned due to the reasons in Para a) above shall not be deemed to be waiver/extension of time in respect of remaining deliveries.</p> <p>c) If operation of the force majeure circumstances exceeds three months, each party shall have the right to refuse further performance of the contract, in which case neither party shall have the right to claim eventual damages from each other.</p> <p>d) The party, which is unable to fulfill its obligation under the contract, must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the force majeure conditions which prevents it from performing the contract. Such occurrence should be accompanied with Certificate issued by the Chamber of Commerce in the Country of Origin of Supplier in this respect. The Supplier shall also promptly inform the ending of such event enclosing therewith Certificate from Chamber of Commerce. If NFL is prevented from performing the contract, NFL shall inform the supplier within 15 days of occurrence of such force majeure conditions accompanied by Certificate issued by Chairman & Managing Director of NFL.</p> <p>e) Non-availability of material shall not be valid ground for non-performance.</p>
23.	Jurisdiction /	All disputes arising out of or in connection with the present Agreement shall be finally settled under



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Phone: 00-91-120-2412294, 2412445, Fax: 00-91-120-4246764,2411057

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	Arbitration	the Rules of Arbitration of the international Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be conducted in English. The Seat of the arbitration shall be London/ Singapore/ Dubai. The arbitration award shall be construed and governed by the laws of England & Wales. The arbitration award shall be conclusive and binding on both the Parties.
24.	Fraud Prevention Policy	Participating Bidder should adhere to Anti-Fraud Policy of NFL (full text of which is available on NFL's website www.nationalfertilizers.com) and not indulge or allow anybody else working in the company to indulge in fraudulent activities and would immediately apprise NFL of the fraud/ suspected fraud as soon as it comes to their notice. In case of failure to do so NFL may debar them for future transaction.
25.	Confidentiality and Trademarks	Both, parties shall treat and keep confidential any propriety business information of any nature or kind (verbal, written, or soft version) that one party may receive from the other party, and nothing set out in the Purchase Contract shall constitute (or be deemed to constitute) as the granting of a license or similar rights to Buyer of the trademarks or any other intellectual property rights relating to the Products.
26.	Breach and Termination	Without prejudice to waiver of either Party's right forthwith to determine the Purchase Contract, if a party commits breach or non-observance of the provisions of Purchase Contract and fails to remedy such breach within thirty (30) days after being notified in writing by the party not in breach to do so, the party not in breach shall have the right to terminate the Purchase Contract without prejudice to all other rights, the party not in breach may have.

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Annexure-I

INTEGRITY PACT

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

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

_____ hereinafter referred to as "The Seller/Contractor"

PREAMBLE

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

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

Section 1 – Commitments of the Principal.

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

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

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



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

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

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

Section 4 : Compensation for Damages

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

Section 5 : Previous Transgression

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

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

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

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

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

Section 8 : Independent External Monitor/Monitors

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



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- 6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
- 7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.
- 8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9. The word "Monitor" word include both singular and plural.

Section 9 : Pact Duration

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

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

Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of Seller)
(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

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ANNEXURE – II

(ON APPLICANT'S LETTER-HEAD)

Ref. No. _____

Date _____

Chief General Manager (Marketing)
NATIONAL FERTILIZERS LIMITED,
A-11, SECTOR-24, NOIDA - 201 301
DIST. GAUTAM BUDDHA NAGAR (UP), INDIA

SUBJECT- Submission of Technical Bid against RFP

1. Name of Applicant/Firm	
2. Name of contact person along with complete contact details	
3. Name of the authorized Indian agent (with complete contact details), if any	
4. Quantity of MOP supplied in India during calendar year 2017	
5. Product Details	
a.	Quantity offered
b.	Color of Product
c.	Port of Shipment
d.	Minimum vessel size
e.	Shipment Schedule offered

Undertaking/declaration

1. That the participating bidder, their associates, Sister concerns, etc. have not been blacklisted by any Institutional Agency/Govt. Deptt./Public Sector Undertaking in the last five years.
2. That none of our Sister-Concern/ Group/ Associates Company is participating in this RFP.

Name & Signature of the Applicant
With Seal of Designation

Enclosed: a/a

Place:

Note: MOUs shall be entered into with suppliers based on the colour of product being offered by them as per MOU's requirement as detailed in clause C-5.

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Annexure-III

Evaluation Criteria

Evaluation of participating manufacturers shall be carried out based on following criteria

Sr	Details	Points to be considered for evaluation	Points qualified
I	Quantity supplied to India(MT) in the calendar year 2017 (Directly or through trader)	Maximum Points = 10	
	A ≥ 0.5 Million and above	10	
	B ≥ 0.4 - < 0.5 Million	8	
	C ≥ 0.3 - < 0.4 Million	6	
	C ≥ 0.2 - < 0.3 Million	4	
II	Discounts (USD/PMT or percentage)	Maximum Points = 90	
	Type of discount	Offered quantity	Discount
a	Quantity Discounts (USD/PMT)		
b	LC Discount (USD/PMT)		
c	Discount in lieu of Shrinkage Allowance (USD/PMT)		
d	Discharge Discount (USD/PMT) For 10000 MT PWWD SHEXEIU For 8000 MT PWWD SHEXEIU For 5000 MT PWWD SHEXEIU For 3000 MT PWWD SHEXEIU		
e	Other Discounts		
	Total Discounts (Total discount offered by individual manufacturer/ Highest discount received among all participant manufacturers) *90 on maximum offered quantity/discount		
	Total Points		
f	Cash Discount in case of sight LC (in USD/PMT or percentage)		

Note:-

1. In case two or more parties qualified with equal highest points, then party who has supplied maximum total quantity in India in last three years shall be preferred.
2. Documents to be submitted as per clause no. B-2 of Terms of Reference.

Signatures with stamp



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Annexure-IV

L/C PERFORMA

FROM: Name of Bank
TO _____
TEST DATED _____ FOR USD _____
We hereby establish our irrevocable letter of credit Number _____/NFL/_____ / dated _____ IN
FAVOUR OFM/s _____ BY ORDER OF M/S NATIONAL
FERTILIZERS LIMITED, Corporate Office : A-11, Sector-24, Noida-201 301, Dist. Gautam Budh Nagar (UP) (India) FAX NO. 91
– 120-2412397
VALUE: USD _____ (Say USD _____ only)
EXPIRY: LC EXPIRES IN _____ (COUNTRY) ON _____ (DATE).
PRICE : USD _____PMT, CFR FO LESS AGENCY COMMISSION @ _____PMT (IFAPPLICABLE).

COMMODITY: MURIATE OF PATASH (BULK) FERTILIZER GRADE

PART SHIPMENT : NOT ALLOWED

TRANSHIPMENT: NOT ALLOWED

PORT OF LOADING _____

LATEST DATE FOR SHIPMENT _____

Beneficiaries are permitted to ship _____ MTs plus/minus 10 PCT of quantity of merchandise.
Available by drafts at sight drawn on applicants for hundred percent of invoice value duly marked with our LC no. and date and accompanied by the following documents:

Documents Required

- i) Three original plus three copies of beneficiary signed **COMMERCIAL INVOICE** with complete product specifications (as per latest Indian FCO) for 100 percent shipment value. The commercial invoice must also specify contract/ PO/ Lol No. with date, Country of origin of goods, port of loading, BL number, vessel's sailing date and freight from load port to discharge port.
- ii) One Negotiable Clean **BILL OF LADING** plus three non-negotiable copies. Charter Party (C/P) Bill of Lading (B/L) acceptable provided it bears an endorsement that all terms and conditions of relevant C/P are deemed to have been incorporated therein.
- iii) One original plus two copies of **CERTIFICATE OF QUALITY AND INSPECTION** issued by independent international inspection agency who is a member of International Federation of Inspection Agency (IFIA), appointed by seller, mentioning result of analysis, method of analysis adopted and weight of cargo. The certificate must certify about inspection and cleanliness of holds. The certificate must certify that goods conform to the contractual quality specifications. The inspection agency shall also submit one original and two copies of confirmation that the product loaded is from single source (plant) and is uniform in prill size and colour, free flowing and as per NIT/contract/PO/LOI.
- iv) One original plus two copies of **CERTIFICATE OF WEIGHT** issued by Seller's Inspection Agency showing weight of cargo shipped.
- v) One original and two copies of Load Port **DRAFT SURVEY REPORT**, jointly signed by shippers' agent, vessel's master/ agent and Seller's inspecting agency.
- vi) One original plus two copies of **MANUFACTURER'S CERTIFICATE** confirming that the vessel has been loaded with the product manufactured by them.
- vii) One original plus two copies of **CERTIFICATE OF ORIGIN** issued by either by the Local Chamber of Commerce or by Ministry of Trade/Industry/Commerce of the country of Origin of goods or any competent Govt. Authority of the Country. Certificate of Origin issued by Manufacturer/ Supplier/Shipper/ Inspection Agency /Chamber of Commerce of third Country or anyone else are not acceptable. For Chinese origin cargo, Certificate of Origin issued by 'China Council for Promotion of International Trade' is acceptable.



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- viii) One copy of **SHIPPING ADVICE** sent via email/ fax, by supplier to buyer i.e., Chief General Manager (Mktg.), National Fertilizers Limited and buyer's underwriters (as provided by NFL) within 24 hrs of sailing of vessel giving consignment details i.e., name of vessel, load port, country of origin, BL number, date of sailing, quantity shipped, contract/ PO/ Lol No. with date, LC No. with date and ETA at the designated discharge port.
- ix) One original plus two copies of **SUPPLIER CERTIFICATE I** from the supplier that the material supplied under the contract is correct as to quantity, quality, rate, total value and that the payment is due in accordance with the terms of contract at the time of presentation.
- x) One original and two copies of **SUPPLIER CERTIFICATE II** to the effect that two non-negotiable sets have been couriered and faxed/ e-mailed immediately on sailing of vessel directly to NFL or to the addressee specified by NFL.
- xi) One original and two copies of **VESSEL MASTER'S CERTIFICATE** for having received one copy of Bill of Lading (B/L) and sample in sealed jar from supplier's inspection agency.
- xii) One original plus two copies of **STOWAGE PLAN** signed by master of the vessel and bearing his/ vessel's seal/ stamp. In case the stowage plan is issued/ signed by vessel's load port agent; the original letter of authority issued by master of the vessel authorizing vessel's load port agent, for issuance/ signing of stowage plan is to be annexed with the stowage plan.
- xiii) One original plus two copies of **CERTIFICATE OF SAMPLING** certifying that composite samples were drawn during loading as per procedure stipulated in Indian FCO 1985 along with latest amendments.

ADDITIONAL CONDITIONS

- A) All bank charges and other charges including levies taxes etc., outside India are for beneficiary's account. L/C amendment and extension charges will be to the account of the party which is responsible for occasioning the extensions amendment and the decision of buyers in this regard will be final.
- B) Invoices and all other shipping documents including B/L to quote, Lol No. NFL/ _____ dated _____ and irrevocable letter of credit no. and date.
- C) Third party documents are acceptable except invoice and draft.
- D) Documents are to be negotiated within twenty days from the date of Bill of Lading.

INSTRUCTIONS TO NEGOTIATING BANK

- A) Negotiating bankers are required to email/inform the following details to us on our direct Fax nos. _____ by a tested email, on the date of negotiations.
 - amount negotiated
 - date of receipt of credit confirming documents at negotiating bank counters.
 - negotiating bank certificate that documents strictly comply all terms and conditions of the credit.
 - negotiating bank intimation of DHL courier receipt number and date evidencing dispatch of negotiating documents to opening bank
- B) Provided that all the terms and conditions of the credit are strictly complied with and swift message as per (A) above is sent to us, negotiating bankers are authorized to negotiate the drafts. We shall remit the proceeds to the negotiating bank after five days after receipt of L/C complying documents at our counters. Documents are to be dispatched to us in two sets first set by the couriers and second set by consecutive registered air mail. Second set should consist of one copy each of all documents.
- C) This credit is subject to uniform customs and practice for documentary credits (1993revision) ICC Publication number 600.

Advising bank to deliver the L/C immediately to the beneficiary.



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Annexure-V

GENERAL SHIPMENT TERMS IN RESPECT OF CFR CONTRACTS

The supplier shall abide by the following terms for CFR FO contracts:

1. Supplier shall arrange for chartering of suitable vessel fitted/ loaded with hold suitable for facilitating discharge. In case of geared vessels, the Supplier shall guarantee that the vessel is fitted with, grabs, ropes, and winches in good working condition capable of handling the rated capacity of minimum 25 MT SWL. Master also to give free use of vessel's lighting/ power as on board, if required. Vessel should be single Decker and should have Macgregorr or rolling type steel hatch cover. Vessel should be suitable for grab discharge
2. Vessels shall be chartered on the basis of one / two safe berth, one safe port on West Coast / East Coast of India as required.
3. Extra Port & Port Charges: In case NFL could not receive the vessel at the nominated port, a second port, on the same coast, will be nominated. Extra freight for the additional steaming will be to NFL's account. However, if the nomination of the changed port is done 72 hours in advance, extra freight to the extent of additional distance only shall be paid.
4. NFL shall declare the discharge port at the time of accepting the vessel offered by Supplier.
5. Co-shipment may be considered only with the prior approval of NFL subject to that none of PO/ LoI/ NIT/ GTC terms are breached.
6. **GIC Approval & Extra Insurance Premium:**
 - 6.1. Only GIC approved vessel should be chartered. Supplier shall furnish following information to NFL immediately on nomination of each vessel for obtaining GIC approval in time:
 - i) Name of the Vessel, Ex-name, if any.
 - ii) Details of ship:
 - a. Flag.
 - b. Classification as per IACS.
 - c. Month & Year of built.
 - d. G.R.T. / N.R.T.
 - e. DWT
 - f. Voyage Number.
 - g. Laycan
 - h. LOA, LLP, Beam
 - i. No. of Holds, Hatches & Type
 - j. No. of gears with capacity
 - k. No. of Grabs
 - l. Demurrage / Dispatch Rate
 - m. Whether ISM regulations have been complied with & validity period.
 - n. Name of Hull underwriters. If vessel is not insured, reasons thereof.
 - iii)
 - a. Name of the P&I Club of the vessel operator named above.
 - b. Name & full address of the voyage charterers, if any.
 - iv)
 - a. Name & address with telephone & fax numbers of the agents at loading port.
 - b. Name & address with telephone & fax numbers of the agents at discharging port.
 - v) All Valid Ship certificates namely Ship Registry, International Tonnage Certificate, Load Line certificate, International Ship security certificate, Class certificate, Document of compliance certificate, P&I Club Certificate etc.
 - 6.2. The vessels up to 15 years of age are only acceptable to NFL. Vessel should have valid insurance cover from P&I (Protection & Indemnity) club duly approved by the Government of India under "Entry of Vessels into Port rules, 2005 under Indian Port Act, 1908"
 - 6.3. Suppliers shall ensure that liberties, victories and other war built vessels are avoided for the loading of the cargo. Vessel so hired should not be of more than 15 years age. In case of necessity of chartering vessels older than 15 years, the Supplier shall take the prior approval of the buyer and overage insurance premium would be on Supplier's account. It may

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- be noted that vessels older than 25 years shall not be accepted for shipment. Also vessels more than 20 years age are not allowed entry in Indian ports by Kandla, Vishakhapatnam, Mundra, Tuna, Kakinada Deep Waters, Pipavav, Dhaej, Dhamra, Karaikal, Tuticorin, Hay Bunder, Krishnapatnam and Gangavaram unless it has been cleared by the said ports or any other port of India/ State control Authorities within the preceding six months. In case the ship chartered by supplier is 20 years or more of age, the shipping agent of the suppliers shall obtain necessary clearance from the authorities and the time taken to obtain such clearance shall be to ship owner's/ supplier's account and the same shall be excluded while calculating the lay time.
7. Suppliers would be liable to furnishing all relevant vessel particulars to enable the buyer to obtain approval of Insurance Company (General) before the vessel is finally accepted. Any extra premium charged by the insurance company towards approval of vessel of age more than 15 years would be to Supplier's account.
 8. Supplier shall ensure that the owner of the vessel obtains certification by approved surveyor that the ship's hatches, prior to loading of each shipment of the product, are free from any impurity whatsoever, including contaminations if any, which remain in the ship's cargo as residue from earlier shipments. Supplier shall also ensure that cargo owner's (receiver) right of recovery against the ship owners would not be lost or waived in any manner in the charter party. If the recovery rights are not included in the Charter Party by the supplier, against the ship owner for any reason, the receivers shall have the right to recover losses / damages to material during voyage/discharge from the supplier.
 9. **Prior Notice of Expected Time of Arrival (ETA):**
At least 7 days prior to the date of commencement of loading of the ship, supplier shall notify NFL, by fax and email, the quantity of product to be shipped, the value of the product and any other relevant details that may be required by NFL.
As soon as the vessel sails from the supplier's / shipper's jetty, supplier shall notify NFL by fax /email the name of the vessel, date and time of sail and estimated date and the ETA at designated discharge port together with other details as may be required by NFL.
Master shall send a sailing email and fax to NFL on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded, estimated draft, fore and aft on arrival at disport and ETA at disport and another email & fax advising the latest estimated date of arrival while passing from Aden / Cape of Good Hope / Suez Canal, as the case may be.
Further, supplier shall either give or arrange with the Master of the vessel to give 96 hours, 72 hours, 48 hours and 24 hours' notice to NFL or their nominee indicating the ETA of the vessel at the port of unloading. Thereafter, for any change in the ETA of the vessel by more than a period of 24 hours, the supplier shall either advise or arrange with the Master of the vessel so that NFL is advised about the revised ETA of the vessel.
 10. **Discharge Rate and excepted period:**
The cargo shall be discharged from the vessel at an average rate as stipulated in Clause 8 of Part-A basis **four** or more available and workable hatches / holds and pro rata if less, per weather working day of 24 consecutive hours, Sundays and Holidays excepted, even if used (PWWDSHEXEIU).
 11. **Notice of Readiness & Commencement of Lay-time:**
The Master shall give notice of readiness to NFL or nominated agents during official working hours. The time at discharging port shall begin to count from 24 running hours after the vessel's arrival within the port limits and Notice of readiness tendered and accepted during official working hours i.e. 10.00 Hrs. to 17.00 Hrs from Monday to Friday and 10.00 to 12.00 Hrs on Saturdays (or during any of the periods exempted (for discharge port) even if used reported) and should be in free pratique, whether in berth or not. Charterers have the right to work during excepted periods, such time used not to count as lay time.
Time shall not be counted between 12.00 noon on Saturday and 8.00 a.m. on Monday and not between 5.00 p.m. (Noon if Saturday) on the last working day preceding a local and legal holiday and 8.00 a.m. on the first working day thereafter even if used, unless the vessel is already on demurrage. Receivers have the right to work during excepted period such time used not to count as lay time.
 12. The non-weather / half weather working days as per statement of facts (SOF) not to count as lay time used, even if used, whether the vessel is on berth or in stream, whether discharging or not. However, once the vessel is on demurrage such days will also count as lay time, subject to force majeure conditions

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NATIONAL FERTILIZERS LIMITED

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13. Surf days not to count as weather working days **even if** used.
14. No cargo is to be loaded in twin decks, deep tanks, wing tanks or bunker spaces. The master is, however, to have the liberty of loading in such spaces for the purpose of stability of the vessel but any extra expenses incurred by reasons of discharging from such spaces not easily accessible is to be to the ship owner's / supplier's account and the lay-time admissible will be calculated at half the specified normal rate for discharging.
15. Cost of shifting to second berth (if used) including fuel shall be to the vessel owner's / supplier's account and time used in shifting not to count as lay-time.
16. Cost of first opening and last closing of hatches shall be to ship owner's / supplier's account and time used not to count as lay-time.
17. Supplier / Ship owners to undertake that vessel's arrival draft at the discharging port in India not to exceed the norms as per Clause 8 of Part-A of designated discharge port. Any lighterage cost over agreed draft on arrival shall be on ship owner's supplier's risk and cost and time used not to count as lay-time.
18. Rigging gangs employed at discharging port to be for owner's / supplier's account.
19. The vessel shall give free use of all available gears for discharging also lights for night work on board. If all gears are not available discharge rate to be reduced proportionately.
20. **Demurrage / Dispatch:**
Demurrage / Dispatch rate shall be as per Charter Party. NFL shall be intimated the rate of Demurrage / Dispatch prior to fixing of the vessel. Supplier shall provide the copy of their Charter Party Agreement with the vessel/Shipping agency well before the arrival of vessel at load port.
Supplier shall pay to NFL dispatch money and NFL to pay to supplier demurrage money at the rate and in the currency as mentioned in the Charter Party Agreement per day and prorata for part of a day for all working time saved in discharging.
However, if demurrage is incurred at the port of discharge by reasons of port problems, fire, explosion, storm or by strike, lock-out, stoppage or restraint of labour of master, officers and crew of the vessel or tug boats or pilots or any other force majeure circumstances, no demurrage will be payable.
21. It will be agreed that NFL or its nominee shall have to sign the Statement of Facts and other customary documents together with the Master of the vessel and ship owner's agent at disport.
22. Overtime to the account of party ordering the same. Officers' / Crews' overtime to be always for supplier's / ship owner's account.
23. Supplier's / charterer's shall appoint agent at discharge port and the fees shall be payable by the ship owners at usual tariff.
24. After arrival of the vessel at the customary anchorage at the port of unloading, the master / his agent shall give NFL or their agent notice by letter, telephone, emails, to NFL / their nominees confirming that the vessel is in all respects ready to discharge the product.
25. When delay is caused to vessel getting into berth giving notice of readiness for any reason over which NFL has no control, such delay shall not count as used lay time.
26. **Port Dues:**
At discharging port, dues on vessel will be for the supplier's/ owner's account but all dues on account of Cargo will be to NFL's account
27. **Completion of Discharge:**
The vessel shall have the liberty to sail immediately on completion of discharge and final joint draft survey unless obstructed by weather, fog or port conditions, for which NFL shall not be responsible by any manner.
The terms as per the Purchase Order (PO) would override terms of individual Charter Party unless the deviations are specifically accepted by the buyer. If a berth is available for the vessel upon its arrival at the port, then, in case the vessel is not ready to proceed to berth when allotted or commence discharge after berthing, the vessel will be considered as "Not Ready" and NOR will be deemed to be accepted when the vessel is ready in all respects to commence discharge.