

NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)

MARKETING MANUAL

(Effective from 1st April, 2024)

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NFL

NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)

Corporate Office:

A-11, Sector-24, Noida-201301

Website: www.nationalfertilizers.com

FOREWORD

1. The Marketing Manual was comprehensively revised and issued in 2008. The Manual, over a period of time, has become a standard reference document for the concerned officials across all the units & offices of the Company.

2. Fertilizer Marketing is a dynamic field where policies are constantly reviewed to help the organization achieve its socio-economic or strategic goals. Hence, there is a need to keep reference documents, like manuals, updated to ensure their continued relevance.

3. Instructions issued by Department of Expenditure from time to time have been incorporated in the current edition of Marketing Manual. Further, all instructions issued by Central Vigilance Commission have been subsumed into the Manual.

4. The Marketing Manual is to be taken as generic guidelines, which are necessarily broad in nature. However, certain instructions containing "shall" in the Manual are mandatory; any deviation from these instructions shall require relaxation from the Competent Authority as per Delegation of Powers.

5. I would like to acknowledge the hard work of the concerned officers in updating of the Marketing Manual.

6. I hope that this updated Manual will help the officials working in various Departments as a guiding template, deepen the impact of policy initiatives and improve the ease of doing business.

(U. Saravanan)
Chairman & Managing Director

MARKETING MANUAL

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Chapter -1

Introduction,
Marketing Objectives & Organization ,
Roles & Responsibilities

Chapter -1
MARKETING MANUAL

1. INTRODUCTION (MARKETING MANUAL)

Marketing Manual in the Company was introduced in 2008, however, since 2008; market scenario, rules and regulations, NFL's product basket, territory and sales volumes have drastically changed. Hence, considering the present needs, rules, changes and amendments, a revised marketing manual has been prepared.

New Marketing Manual encompassing the following aspects.

- Dealer Recruitment, Management and Training
- Credit Administration
- Handling and Transportation in upcountry locations
- Field Warehousing
- Management Information System
- Reports and Returns from filed officers

This manual will be effective as of 1st April, 2024.

2. MARKETING OBJECTIVES

A. Sell the entire quantity of fertilizer produced by the company, keeping minimum inventory levels both in the silos as well as field warehouses.
B. Achieve maximum operational efficiency and keep transportation and selling expenses under control
C. Create and sustain a dealer network which identifies itself with NFL's objectives by proper motivation and training.
D. Build up a vibrant marketing organization which is responsive to changes in the marketing environment.
E. Strengthen the brand image to emerge as market leaders in the entire marketing area.
F. Maintain close and supportive relationship with all Departments and officials connected with agriculture and fertilizer, both at the center as well as the states.

3. MARKETING ORGANIZATION

The marketing organization comprises of Corporate Marketing Office(CMO) , Zonal Offices, State Offices, Area Offices and District Offices. The main functions, roles & responsibilities of these offices are listed below.

Central Marketing Office (CMO):

Various departments/sections at the Corporate Marketing Office will be responsible for :

- Sales Planning
- Procurement of Imported and domestic fertilizers and Agri - inputs.
- Imports and ports management and complete planning as per procedure.
- Preparation and operation of Revenue and Capital Expenditure Budget
- Promotional / Agricultural Services Budget and strategy
- Coordination of movement and warehousing
- Recruitment and management of Dealer network
- Supervision & coordination of activities of all other cells and field offices.
- Supervision of activities of Field offices
- Monitoring and Reporting on Competitors activities
- Preparation of Reports for submission to Govt Departments including FICC
- Training of Marketing Field staff and Dealers
- Ensure the implementation of systems and procedures at different levels
- Liaison with Department of Fertilizers on supply plan, ECA allocation, FMS/RO etc.
- Presenting and taking industrial issues of Fertilizer Industry at suitable platforms like FAI.
- Taking quality testing measures of Fertilizers as per provisions of FCO, and follow ups.
- Monitoring and coordinating out-standing cases, legal cases and other arbitration matters.
- Processing different proposals obtained from field offices and follow ups of on-going schemes.
- Activities pertaining to research and development with future growth objectives.
- Development of procedures, NIT documents, guidelines, DoPs, SOPs and manuals etc..
- Operation of Kisan Call Centre/ consumer complaints etc.
- Audit issues / replies related to marketing

Sales and Distribution cell (CMO):

- Sales Planning
- Sales terms finalization with economics, inventory carrying cost viz a viz offered sales terms.
- Rake planning based on data based pre-determined best placement time of region as well as Seasonal / Monthly Fertilizer Movement Orders received from DoF.
- Close coordination with Production department and Import Cells.
- Coordination of movement and warehousing.
- Monitoring and reporting on competitors activities.
- Preparation of reports for submission to Govt. Departments including FICC.
- Liaison with Department of Fertilizers on supply plan, ECA allocation, FMS/RO
- Liaison with DoF for POS related issues
- Coordination with Corporate F&A department for subsidy claims
- Liaison with competitors for obtaining win-win advantage in sales and distribution.

Fertilizer Procurement Section (Imports & Domestic):

- Liaison and written correspondences with Department of Fertilizers on Import plans.
- Procurement of Imported fertilizers and complete planning as per set procedures.
- Monitoring and Reporting on Competitors activities.
- Preparation of Reports for submission to Govt Departments.
- Keeping eye over international fertilizer prices, stocks availability and transports
- Coordination with sales and distribution cell for matching best dispatch times
- Liaison with competitors for obtaining win-win advantage in Import operations.
- Study, due diligence, inclusion & procurement of new Non- subsidized and subsidized agri- inputs for business development.

Port Section:

- Liaison with railway & port authorities
- Close coordination with sales dispatch and Import cell
- Managing proper warehousing and sequencing of rake indents.
- Monitoring and Reporting on Competitors activities
- Ensuring systematic, timely dispatches from ports.
- Ensuring quality empty bags (through Material Department) and other accessories in updated conditions for bagging at ports.
- Managing quality and quantity matters of Imported Fertilizers.

- Making all necessary arrangements for fulfilment of government directives over printing matter (including MRP etc.) printed on packing bags.
- Contract management with Ports, keeping overall economics as major factor.
- Liaison with competitors for obtaining win-win advantage in Port operations.

4. Zonal Office

Zonal Office will be headed by Zonal Manager with reporting to CA at Corporate Office or Corporate Marketing Office

- Sales planning for the zone
- Coordination with the plants for the movement
- Preparation of Zonal budget, follow up both in respect of orders as well as collection of payments.
- Implementing promotional programs as per approved budget
- Credit control and cash flow management
- Organizing training for field staff as well as dealers as per approved budget and program.
- Getting consolidated accounts audited
- Ensure timely and proper flow of information on sales, market, competition and outstanding.
- Oversee the activities of the State offices
- Lining up warehouses and H&T contractors
- Monitoring and coordinating outstanding cases.

5. State Office

Will be headed by State Manager with reporting to Zonal Manager

- Sales planning, dealer Management and monitoring for the State
- Coordination with the plants/ Zone for the movement
- Preparation of State budget, follow up both in respect of orders as well as collection of payments.
- Implementing promotional programs as per approved budget
- Credit control and cash flow management
- Organizing training for field staff as well as dealers as per approved budget and program
- Close liaison with the State Government, Apex cooperative federations and other National agencies
- Ensure timely and proper flow of information on sales, market, competition and outstanding

- Oversee the activities of the State offices and controlling Area Offices.
- Lining up warehouses and H&T contractors.
- Fertilizer related Licenses , endorsement and permissions.
- Monitoring and coordinating outstanding, distributions and fund realization.
- Market intelligence, survey, analysis, feedback of competitor's activities, rates and new products etc..
- Any other job or tasks as and when assigned by CMO & Zonal Office.

6. Area Office

Will be headed by Area I/c with reporting to State Manager.

- Preparation of sales and warehousing plans
- Order solicitation, rake movement, execution of sale orders and collection of payment
- Development and management of dealer network
- Lining up of Warehouse and Handling & Transportation contracts
- Warehouse inspection
- Rake handling and disposal at destinations
- Reports and return on sales, competition, promotional activities etc. to the State Office
- Liaison with District and other Government Officials and Institutional agencies
- Timely issuance of Form ' O' to all working Wholesaler Dealers/ Retailer dealer.
- Timely issuance of Invoices / Account Statement to Wholesaler Dealers/ Retailer dealer.
- Proportionate and transparent distribution of all of the Company's products to company CS Dealers/ Wholesaler Dealers/ Retailer dealer based on their Monthly/Seasonal/ Yearly Targets or capacities.
- Monitoring and coordinating outstanding, distributions and fund realization.
- Market intelligence, market survey, analysis, feedback of competitor's activities, rates and new products etc..
- Any other job or tasks as and when assigned by CMO, Zonal Office, State office.

7. District Office

Will be headed by District I/c with reporting to Area I/c

- Sales Planning
- Procurement of Sales order

- Preparation of rake indent, execution of sales orders and collection of payment
- Rake handling & Disposal
- Data uploading RO/FMS or any other mandatory portal.
- Warehouse Management & inspection
- Development of dealer network
- Taking up promotional activities as per program
- Maintaining liaison with District authorities, Railways and Institutional agencies
- Submission of report concerning all aspects of marketing in the area
- Liaison with District Govt. Officials
- Warehouse inspection and standardization of material received in cut & torn bags.
- Timely issuance of Form ' O' to all working Wholesaler Dealers/ Retailer dealer.
- Timely issuance of Invoices / Account Statement to Wholesaler Dealers/ Retailer dealer.
- Proportionate and transparent distribution of all of the Company's products to company CS Dealers/ Wholesaler Dealers/ Retailer dealer based on their Monthly/Seasonal/ Yearly Targets or capacities.
- Monitoring and coordinating out-standing, distributions and fund realization.
- Market intelligence, market survey, analysis, feedback of competitor's activities, rates and new products etc.
- Any other job or tasks as and when assigned by CMO, Zonal Office, State office or Area Office.

Chapter -2

Management
of
Wholesale Dealers / NFL Exclusive Retailers

Chapter- 2

MANAGEMENT OF

WHOLESALE DEALER / NFL EXCLUSIVE RETAILER

2.1 NFL is engaged primarily in the business of fertilizers & agri-input products and Industrial products which includes Urea, P&K fertilizers, bio-fertilizers, agrochemicals, city-compost, bentonite Sulphur etc and Nitric acid, Ammonium Nitrate, Ammonium Nitride and others respectively. These products are either manufactured by NFL or procured from domestic/international market through importation.

Fertilizers & agri-input products are sold through Wholesale Dealer / NFL Exclusive Retailer who sale them to retailers to be purchased by Farmers who are the final consumer. NFL raises invoice to dealer only, however under regime of DBT based subsidy disbursement, subsidy on the fertilizers are received by NFL only after the fertilizers are sold to farmers through POS.

Industrial products are sold by NFL to the body corporates and other private parties.

2.2 Chapter of dealer management will broadly be elaborated under following heads :

* Definition of Wholesale Dealer / NFL Exclusive Retailer
* Classifications of Wholesale Dealer / NFL Exclusive Retailer
* Appointment of Wholesale Dealer / NFL Exclusive Retailer (Private parties)
* Performance review
* Change in constitution of firm
* Termination
* Central Stockist Scheme

2.3 **"Wholesale Dealer / NFL Exclusive Retailer" – Definition**

Wholesale Dealer / NFL Exclusive Retailer means a person/group of persons Cooperative and other Government aided institutional and other corporate bodies engaged in the distribution and sales of NFL products in their assigned territory. Territory can range from a market to block or tehsil or districts of a state.

2.4 **Types of Business:**

The type of business consists of whole sale, retail trade or both.

2.5 **Classification of Wholesale Dealer / NFL Exclusive Retailer**:

Wholesale Dealer / NFL Exclusive Retailer can be classified under private as well as institutional categories. The private trade is further classified under the following heads.

1. **Reserved category**: Scheduled castes, scheduled tribes, come under this category.
2. **Special category**: Backward classes, freedom fighters, physically handicapped, Women entrepreneurs, Unemployed graduate youth, Ex-Servicemen, Dependent of Defense personnel killed in action and War widows are classified under this category.
3. **General category**: Others not governed under above two categories, come under the purview of general category.

On the basis of agreement and Business Model, Wholesale Dealer / NFL Exclusive Retailer are of two type:-

i) Private Parties
ii) Institutional Buyers/Co-operatives

It may be noted that wherever the word dealer is used in the Manual / amendment thereof, the same may be read as 'wholesale dealer / NFL Exclusive Retailer'.

2.6 **Appointment of Wholesale Dealer / NFL Exclusive Retailer (Private parties)**

Appointment of Wholesale Dealer / NFL Exclusive Retailer is to be done on a regular basis as per laid down procedure. After appointment and confirmation, interested and eligible Wholesale Dealer only can request for induction under CS Scheme . CS Scheme is elaborated in the last part of this chapter.

A maximum of six (6) numbers of NFL's dealership can be allotted to only **NFL Wholesale Dealer** (firm) with same name and style, operative with six different dealer codes in different Districts.

This will also be applicable in the cases where one district is split in to two or more districts, then the dealership of existing dealer can be considered in other district(s) by allotting new code and completion of all the documents required for new dealership, without going through the procedure of new Wholesale dealer appointment".

Special Condition for appointment of NFL Exclusive Retailer

For appointment of NFL Exclusive Retailer Application For Appointment Of Nfl Exclusive Retailer given in the end of this chapter may be used (Annex-2.).

A NFL Exclusive Retailer has to sell a minimum quantities of NFL Fertilizers/ Agri-inputs etc. in a year/ season as per following summary :

Name of the Product	Minimum Quantity	Maximum Quantity
Urea(NCU)	300 MT in a year, i.e. 150 MT in a season	As per choice of Retailer or Physibility
Non-urea (i.e. DAP, NPKS, MOP, Bio-Fert., Seeds, Pesticides, Bentonite Sulphur, Compost, Other Products	200 MT in a year, i.e. 100 MT in a season	As per choice of Retailer or Physibility

2.7 Procedure for appointment of Wholesale Dealer / NFL Exclusive Retailer through NIT

2.7.1 Assessment of the need for appointment of Wholesale Dealer / NFL Exclusive Retailership-

Area Office level committee consisting of Area Office In-charge and District In-charge, shall visit and survey the existing market/s and new market within the area office territory.

The AO committee will consider and compile the following information and recommend the vacancies of Wholesale Dealer / NFL Exclusive Retailerships under each Area Offices:-

- Name of Mandi or Block
- Number of Wholesale Dealer / NFL Exclusive Retailer operating in Mandi/ Block.
- Existing sales of all brands of all fertilizers & agriculture inputs.
- Estimated potential of the Mandi / Block.
- Number of NFL Wholesale Dealer / NFL Exclusive Retailer in the Mandi/ Block.
- Existing sales and market share of NFL.
- Desired Market share / Sales Plan.
- Number of Wholesale Dealer / NFL Exclusive Retailer required to achieve the sale plan.

2.7.2. Based on the above information, Area Office Level Committee shall assess the need on requirement of Wholesale Dealer / NFL Exclusive Retailer in its area of operation and will submit the proposal to State Manager. State Manager after examining the proposal, will recommend the number of Wholesale Dealer / NFL Exclusive

Retailership required at each Centre / Mandi/district to the Zonal Office Committee (ZOC) consisting of concerned of Zonal Manager ,State manager , Zonal Finance Head, Head of Wholesale Dealer / NFL Exclusive Retailer Section at Zonal Office. ZOC after reviewing the same will recommend the number of Wholesale Dealer / NFL Exclusive Retailer required at each Mandi / Block/district and put up the same for approval as per DoP.

2.7.3 Prospecting of Parties for Wholesale Dealer / NFL Exclusive Retailership:-

After approval of vacancies by Competent Authority, ZO shall issue press advertisement in local newspapers (to be added as per govt. guide line) along with uploading the vacancies on NFL website. However, vacancies so assessed, can be increased or decreased on the basis of Company's requirement and availability of suitable applicants keeping in view the commercial interest of the Company with due approval of Competent Authority . In addition, the concerned District Incharge shall also inform in writing to fertilizer retailers operating in Mandi / Block / District to give wider publicity to the issue. The time period for submission of application form is 21 days from the date of advertisement.

2.7.4. Download / Submission of Application Forms:-

Application Forms shall be available only on NFL's website along with instructions and guidelines for filling up the form. The forms shall be available free of cost. Duly filled applications (Instructions & Guidelines for filling of application is enclosed) along with below mentioned necessary documents are required to be submitted by the prospective Wholesale Dealer / NFL Exclusive Retailer in respective Area Offices within the stipulated time. For Wholesale Dealer Application use Annex – DA-1 and for NFL Exclusive Retailership use Annex NERA-1.

2.7.5. Eligibility Criteria

A) <u>Requirement of documents</u>

The applicant has to submit the following documents along with application form duly signed by Proprietor / All Partners of the firm or Director/s of the Company :-

1. Proof of Identity – Applicant's Aadhar Card. (In case of partnership firm – copy of Aadhar Card of all partners and in case of the Company then copy of Aadhar Card of all Directors).
2. Copy of Permanent Account No. (PAN)/TAN & GST No. – If applicable.
3. In case of SC/ST candidates, Caste Certificate issued by Competent Authority.
4. Copy of Partnership Deed in case of partnership firm or sole proprietorship Affidavit for proprietorship firm.
5. Copy of Registration Certificate issued by Registrar, in case of Cooperative Society.

6. Copy of Memorandum & Article of Association in case of Company.
7. Authorization letter in the name of person who shall be authorized to deal with NFL.
8. Season wise sales commitment of NFL products for the period of one year.
9. Recent colour photograph of passport size (2 nos.)
10. Copy of Profit & Loss Account and Balance Sheet for the last three years, if available.
11. Copy of valid Fertilizer Registration Certificate (FRC), if available.
12. Recent Bank Certificate – indicating Account Number, name of authorized signatory, performance of account including credit limit / hypothecation pledge limit sanctioned, if any.
13. Copy of latest Income Tax Return (ITR), GST Registration Certificate & Return, if available.
14. List of assets held by the party firm or its partners / sole proprietor.

2.7.5. (B) Application Money / EMD

Each application for Wholesale Dealer / NFL Exclusive Retailership shall accompany with requisite EMD (Earnest Money Deposit) for an amount through NEFT/RTGS favouring National Fertilizer Ltd., at respective Zonal Office, SBI CC A/c as per category detailed as under:-

a) Rs. 1 lakh for General Category.
b) Rs. 50,000/- for Special Category in other than general vacancies
c) Rs.25,000/- for Reserved Category in other than general vacancies

Wholesale Dealer / NFL Exclusive Retailership application received without requisite Application Money / EMD (Earnest Money Deposit) shall not be considered. The EMD of all un-successful applicants shall be refunded within a period of 42 days from date of closing of Wholesale Dealer / NFL Exclusive Retailership applications. The Application Money / EMD of successful applicants shall be converted into Security Deposit, accordingly.

2.7.6. Scrutiny of Wholesale Dealer / NFL Exclusive Retailership Application:-

Scrutiny of applications will be done by Area Office Level Committee consisting of Area Office Incharge, District Incharge and Finance Rep. A.O. Level Committee shall verify all the documents and the relevant certificates prescribed at Sr. 2.7.2 (A & B.)

2.7.7. Credential Verification:-

A.O. Level Committee shall visit the place of all the applicants to physically verify the authenticity of submitted documents inculding credentials for eligibility in calling for interview.

2.7.8. Procedure for Selection:-

ZonalLevel Committee comprising of Zonal Manager,State Manager, concerned Area Incharge, Zonal Accounts Head / his representative from Z.O/S.O. Representative of Dealer's Section / S&D Section at Z.O. will hold the interview of all eligible applicants. The Committee shall assess the applicants on the following criterion:-

Sl. No.	Particulars	Maximum Marks	Marks Obtained
1	Location & Infrastructure	25	
2	Financial Strength	25	
3	Experience in Trade	25	
4	Interview (Attitude & Skill)	25	
	Total	100	

To evaluate the above parameters, the following guidelines shall be adopted by Selection Committee at State Level :-

- The parameters of location and infrastructure' shall envisage assessment of party based upon strategic location of shop of prospective dealer in Grain Market / Mandi or at any other location which is prominently accessible to the visiting farmers with ample space available to facilitate stationing the vehicle / tractor / trolley etc. for fetching the product at Dealer Shop. Infrastructure shall also include sufficient space for showcasing company's product(s) for viewing by the customers viz. Retailers & Farmers and sufficient storage space behind or the main shop near vicinity to store Company's products.
  (This parameter shall have the weightage of 25 marks out of maximum marks being 100).

- 'The parameter of Financial Strength' shall cover the overall financial health of the party which could be duly assessed through party's balance sheets including Profit & Loss Account / Turn Over and Bank Statements / documents etc. for the last three years showing funding arrangements with Banks of other Institutions along with Assets / Property details if any maintained by the party.
  (This Parameter shall have weightage of 25 marks out of maximum marks being 100).

c) The 'Experience in Trade' shall envisage the time period in number of year, the party is engaged in carrying out business of trading in Fertilizers or other agri-inputs like Seed / Agro Chemicals etc. as Wholesale / Retailer with other Company's in that market / area of operation.
(This parameter shall have the weightage of 25 marks out of maximum marks being 100).

d) Besides above Parameters, the party shall also be interviewed' to access attitude & business skill of the party, where in the Committee shall gauge party's interest, seriousness & commitment in trading into company's products along with level of skill in conducting business with company. Further, Committee shall also assess party's level of knowledge about usage of Fertilizers & Agri products with a view of education the ultimate consumer i.e. farmer including awareness of quality aspects as per laid down rules & regulations.
(This parameter shall have weightage of 25 marks out of maximum 100 marks wherein obtaining minimum marks of 12.50 shall be mandatory).

e) The Committee based on above parameters shall finalise the selection on merit as per availability of vacancies declared. However, vacancies can be increased keeping in view the availability of suitable applicants including reserved category candidates and commercial interest of the company.

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f) The Dealer Section at ZO shall process the proposal for appointment of Wholesale Dealer / NFL Exclusive Retailership on the basis of recommendations of Zonal / Level Committee and putup the proposal along with the original file for approval of Competent Authority after financial concurrence. After approval by competent authority, the original Wholesale Dealer / NFL Exclusive Retailership files along with relevant documents shall be forwarded back to Wholesale Dealer / NFL Exclusive Retailer Selection at Z.O. for implementation.

2.7.9. Wholesale Dealer / NFL Exclusive Retailership on probation:
This Wholesale Dealer / NFL Exclusive Retailership appointment shall be on probation for a period of one year from the date of issue of appointment letter. The said Wholesale Dealer / NFL Exclusive Retailer will be regularized on satisfactory performance based on lifting of NFL's product and timely payment as per the criteria laid down in appraisal form duly recommended by Field Staff and recommended by the ZOC and approval by Competent Authority,.

2.7.10. Competent Authority for appointment of Wholesale Dealer / NFL Exclusive Retailer Wholesale Dealer / NFL Exclusive Retailer shall be as per relevant clause of DOP.,

2.7.11. Newly appointed Wholesale Dealer / NFL Exclusive Retailer shall be required to execute Wholesale Dealer / NFL Exclusive Retailership Agreement with NFL as per Annx 5

2.7.12. Wholesale Dealer / NFL Exclusive Retailer performance shall be assessed by field staff and the same will be deliberated by ZOC and the recommendations of ZOC for renewal of Wholesale Dealer / NFL Exclusive Retailership shall be submitted to Competent Authority (as per clause 2.7.10). for approval of renewal of Wholesale

Dealer / NFL Exclusive Retailership on yearly basis. (Annex-2 for delaer performance Appraisal)

2.7.13. Competent Authority (as per clause 2.7.10) shall also be the accepting authority for resignation and termination of Wholesale Dealer / NFL Exclusive Retailership and refund of dealer's security.

2.7.14. Reserved and Special Category

Suitable consideration and accordingly preference in selection shall be given to SC/ST applicants and special category applicants, which comprise of backward classes, freedom fighters, physically handicapped, women entrepreneurs, un-employed graduate youth, Ex-Servicemen, Dependent of Defense personnel killed in action and war widows.

These cases should be considered on the basis of a minimum investment for two truckloads of fertilizers. The business should be personally handled by the applicant. Association of outsiders will result in termination of such Wholesale Dealer / NFL Exclusive Retailerships. Bonafides of the applicant's status should be attested by a Gazetted Officer of the State Agriculture Department. Such Wholesale Dealer / NFL Exclusive Retailership is not transferable.

2.7.15. A maximum of six (6) numbers of NFL's dealership can be allotted to only **NFL Wholesale Dealer** (firm) with same name and style, operative with six different dealer codes in different Districts.

This will also be applicable in the cases where one district is split in to two or more districts, then the dealership of existing dealer can be considered in other district(s) by allotting new code and completion of all the documents required for new dealership, without going through the procedure of new Wholesale dealer appointment".

2.7.16 Flow Chart for Appointment of Wholesale Dealer / NFL Exclusive Retailership

Sr. No.	Particulars	Action taken by
1.	Market Survey and Assessment of vacancies	AO Level Committee
	Submission of proposal for approval for vacancies by ZOC for approval by Competent Authority .)	AO Level Committee/SM/ZM
2.	Uploading of vacancies on Web-site and Advertisement in local News Papers	ZM/SM
3.	Collection of Wholesale Dealer / NFL Exclusive Retailer Application forms	AO
4.	Scrutiny of Application Forms	AO Level Committee

Sr. No.	Particulars	Action taken by
5.	Credential Verification	AO Level Committee
6.	Processing of shortlisted applicants & Issuance of Call Letters for Interview	ZO/ Level Committee
7.	Conducting Interviews	ZO Level Committee
8.	Submission of proposal with recommendations by ZOC for approval of Competent Authority .	ZO Level Committee / ZM
9.	Issuance of appointment letters	ZM

The above activities should be completed within 60 days.

2.8. Security Refund

The security deposit will be refunded within three months of resignation and on receipt of no dues certificate from state office. The parties who have not been working for the last 5 years- Wholesale Dealer / NFL Exclusive Retailership of such parties will be terminated and its credit balance & security amount will be transferred to Misc. income account after maintaining proper record. Wherever the party will ask for its refund, credit balance along with dealer's security will be refunded from Misc. income account as per law of limitation Act.

2.9. Authority Letter

The area Incharge will issue pre-numbered authority letters to the Department of Agriculture for issue/renewal of Fertilizer Registration Certificate. Area Incharge must ensure in writing to State Manager that NFL's name is added in FRC of the party.

2.10. Performance review

Targets have to be fixed for each wholesale dealer **/NFL Exclusive Retailer** depending on the total sales in each market, number of Wholesale Dealer / NFL Exclusive Retailer, existing market shares and sales target etc.

There will be an annual performance review of each dealer**/NFL Exclusive Retailer** with an object

- To confirm the Dealership/retailership or
- To terminate or
- To extend his provision for one time only six months. For this purpose a report has to be prepared by the District office , reviewed by the area office, State Office and recommended by ZM before forwarding to CO for approval by CA as per DoP.During provisionary period, Wholesale Dealer / NFL Exclusive Retailer

are allowed to do business only on Cash and carry basis. (Annex-2 for dealer performance Appraisal)

2.11. Wholesale Dealer / NFL Exclusive Retailership agreement

Wholesale Dealer / NFL Exclusive Retailership Agreement is to be entered into on confirmation on the printed agreement form affixed with special adhesive stamps as required in the concerned state. The agreements are to be signed by State Manager on the behalf of NFL. The original is to be retained with Zonal Office and a copy is given to the concerned dealer (**Annexure-5**).

2.12. Change in constitution of firm

That in case of change in constitution of firm /change in name and style /location of the firm, the assessment of the papers of the new set up (As per **Annexure-6**) will be examined by Wholesale Dealer / NFL Exclusive Retailer section and Law Deptt of Zonal Office before putting the case to Zonal Level Committee . This Committee will examine the facts relating to the followings:

- Change in name & style
- Location
- Partnership Deed or any other related document regarding reconstitution.
- Succession/Transfer to Legal Heir
- Likely effect on sale performance of newly constituted firm

The recommendation of the committee will be approved by Competent Authority after Financial and legal concurrence.

Till the time, the change in the constitution is approved, supplies to the firm would remain suspended. However, supply of material may be continued on cash & carry basis up to Six month when there is reconstitution of the firm by addition/deletion of Partner/Partners/next of kin of deceased partner/partners with consent of all legal heir of deceased partner/partners alongwith minimum one legal heir in the new firm. In case of death/retirement of one partner in the firm, having only two partners, Wholesale Dealer/NFL Exclusive Retailership will considered with the induction of next of the kin of deceased partner with the consent of all the legal heir of deceased partner along with minimum one legal heir and in case no next of kin of deceased partner is available or interested, the sole proprietorship of surviving partner could be considered. Similarly, in case of retirement of one partner, then the firm can be considered as sole proprietorship with remaining partner.

In case of death of sole proprietor- existence of sole proprietorship firm is no more and the Wholesale Dealer/NFL Exclusive Retailership stands cancelled. However, appointment of next of the kin of sole proprietor would be considered for all

categories of Wholesale Dealer/NFL Exclusive Retailership, provided he/she meets the criteria for appointment as standalone to bring loyalty and continuation in the setup of the company in that area.

2.13. Termination

Based on the annual review of performance, Wholesale Dealer / NFL Exclusive Retailership can be terminated. Wholesale Dealer / NFL Exclusive Retailership can also be terminated for contravention of the terms and conditions of the Agreement, false representation, and violation of Fertilizer Control Order and for indulging in trade practices detrimental to the interest of NFL. The same channel has to be followed as in the case of dealer appointment before termination letter is issued. In order to avoid possible legal complications and action under MRTP, the termination letter will simply state"as per clause 14 of the agreement entered into with you, we are hereby terminating your Wholesale Dealer / NFL Exclusive Retailership with effect from……."

2.14. Delinquent Accounts

If due to various reasons Wholesale Dealer / NFL Exclusive Retailer become inactive and their accounts become sticky, such cases should be brought to the notice of Competent Authority by the Marketing division. A detailed note should be submitted to Competent Authority explaining the causes leading to delinquency. Competent Authority after review along with the Legal Dept. may suggest a suitable course of action including the following:

- Negotiated settlement
- Opt for arbitration
- Filing of a case

The Competent Authority will also nominate a group of persons for conducting negotiations or arranging arbitration as the case may be.

Filing of a case should be taken up as a last resort as cases may not stand in the Court of Law. Care however should be taken to ensure that cases as and when need to be filed are not debarred by limitations.

2.15. Special Procedures for appointment of Marketers and Bulk Buyers.

2.15.1 This arrangement may be entered into only with established fertilizer manufacturers/institutions. Appointment of individual dealer or group of Wholesale Dealer as bulk buyers will de-motivate the NFL network, besides resulting in malpractices.

2.15.2 Whenever any marketing need is perceived for additional channel of distribution, a detailed note should be placed before CMD / Committee of Functional Directors / Board justifying the need for such appointment. This includes supplies to other manufacturers for their seeding programs.

2.15.3 The detailed note will provide information on the followings:

Name of the Company/Organization
Year of Establishment
Annual Sales of Fertilizers for the last 3 years (Product wise)
Number of field staff
Product wise quantity to be sold: Agreed month wise lifting
Period of arrangement:
Area Allotted for Distribution
Financial standing of the company (including bank limits)
Amount for which BG/LC can be established by the company
Terms and conditions of sale
Ex. Rail head and
Ex. Warehouse and
Ex. Plant

Based on the recommendation of standing committee consisting of I/C Sales & Distribution, Head of Finance and concerned Zonal Manager, Head of Marketing will forward the proposal. On approval by CMD, the arrangement should be confirmed by entering into an agreement. A part of the trade incentives should be tied up with the achievement of physical targets.

Performance assessment report has to be submitted to CMD / indicating actual performance vis a vis contract. Apart from the physical performance, the note should indicate the financial performance of the party, nature of trade practices, including the quality of claim on NFL.

2.15.4 **Cooperatives**

Cooperative Institutions account for 30%-35 % of total fertilizer distributed in the country. They, therefore, constitute an important chain in the distribution channel. Being quasi government organizations, the cooperatives do not subject themselves to intense scrutiny as in the case of private trade. However, it will be in the interest of NFL to obtain a letter from the institution, backed by Board Resolution. The application for Wholesale Dealer or agreement as the case may be should be got signed by the MD of the institution. If this is not possible, letters should be exchanged between NFL and the institution indicating the terms and acceptance.

2.16. Dealer Training:

2.16.1 Wholesale Dealer / NFL Exclusive Retailer are change agents and therefore need to be equipped to play their role effectively. At the same time Wholesale Dealer / NFL Exclusive Retailer act as ambassadors of the company and can contribute a great deal to enhance or mar the reputation of the company. Training of Wholesale Dealer / NFL Exclusive Retailer on a regular basis will motivate them to identify themselves better with NFL

2.16.2 Dealer meetings and Dealer Training Programmes for a State should be arranged in alternate years. Dealer meetings can be arranged in exotic locations and all expenses of travel, accommodation and food expenses for three days plus mementos should be borne by NFL with the approval of Competent Authority. Lots should be drawn from different volume groups and selected Wholesale Dealer / NFL Exclusive Retailer can be invited for these meetings once in alternate years. It is necessary for the Top management to be present at least for one day in each meeting.

2.16.3 Dealer training programs should be organized once in every year at a location which is close to an Agriculture Research Station/Agri. University /NFL Unit/ Krishi Vigyan Kendra. Training should be on all aspects of agriculture, fertilizers and customer relationship. The programme should be, for two days to enable visit to the Research station and farmers' fields. Here again all expenses, should be borne by NFL with the approval of Competent Authority.

Central Stockist Scheme

Purpose of Central Stockist Scheme was to gain loyalty of the dealer, maintaining continuous flow of dispatches of fertilizers throughout the year, assured sale & cash flow during off seasons, minimum exposure of credit and cost reduction on account of handling & storage charges etc.

The following functions are covered through the Scheme:

1. Selection Process
2. Contractual Terms Aad Conditions
3. Documentation on Appointment as CS
4. Stocking Process
5. Supply of Material
6. Selling Process
7. Remuneration
8. Insurance of Stocks
9. Provisional Offer

1. Selection Process Central Stockiest (CS) dealer:

a) Eligibility criteria

i. Only a confirmed NFL private wholesale dealer may be included as Central stockiest (CS)
ii. Availability of clear and unencumbered storage facility (godown/godown space), conforming to the specifications as laid down in the Marketing Manual for the entire period of duration of the contract.
iii. Credit rating of the Wholesale Dealer to be done as per provision of Marketing manual.
iv. Only confirmed NFL Wholesale Dealer is eligible for CS Scheme.

b) Selection Procedure

1. Based on the need assessment, the proposal for selection of CS under the scheme shall be initiated by the Area Office Committee covering all aspects referred to in para (a) above along with supporting documents. The recommendations of the Committee shall be on the prescribed performa at Annexure-I(B).
2. The Area Office Committee shall send its proposed recommendations to the State Manager for his recommendations.

3. On the recommendations of the selection Committee the state Manager shall send the proposal along with his recommendations to the Zonal Manager for his approval as per DoP.
4. A copy of such proposal approved by ZM giving details of dealer wise quantity tied up (season wise), storage capacity, security obtained (BG/DD), etc., shall be sent to CA as per DoP

c) **Categories of Central Stockists**

The Wholesale Dealer / NFL Exclusive Retailer under the CS scheme shall be appointed in the following categories as Central Stockists. Categories of CS should be based on seasonal committed quantity of Neem coated Urea. Annual committed quantity of should be sum of two seasons.

Category of CSS Dealer	Seasonal Quantity Targets of NCU (MT)	Annual Quantity Targets of NCU (MT)	Godown capacity to be hired (MT)	BG/Security Amount (₹ 6 lacs per 100 MTof space hired)
A	5000	10000	1000	₹ 60,00,000
B	4500	9000	900	₹ 54,00,000
C	4000	8000	800	₹ 48,00,000
D	3500	7000	700	₹ 42,00,000
E	3000	6000	600	₹ 36,00,000
F	2500	5000	500	₹ 30,00,000
G	2000	4000	400	₹ 24,00,000
H	1500	3000	300	₹ 18,00,000
I	1000	2000	200	₹ 12,00,000
J	750	1500	150	₹ 9,00,000
K	500	1000	100	₹ 6,00,000
L	250	500	50	₹ 3,00,000

Note : Preferred Godown capacity should be 1/10 of the annual CSS Targets , However higher or lower capacity in the range of 1/20th to 1/4th of annual target may only be hired on specific conditions and exceptional circumstances with additional security only after approval of C.A. as per DoP.

d) NFL dealer selected as Central Stockist under the CS Scheme shall be issued an appointment letter at **Annexure-II** which shall be acknowledged by him in token of his having accepted the terms and conditions contained therein and

this will form part of the contract documents. Acceptance letter as per **Annexure - III**.

2. Contractual Terms and Conditions:

a) Contractual Agreement

i) After acceptance of appointment letter, the central stockiest (CS) shall execute a regular agreement with NFL on the arrangements for Stocking and Sale NFL's product as per Agreement forms at **Annexure-IV.** The agreement entered into between the parties shall provide for the following:

a) Terms of sale: As per CSS Clause 6-Selling process (b)/ (iv).
b) Area of operation: As per dealer appointment letter.
c) Mandatory monthly committed quantity; As per clause 6-Selling process (a)/(ii).
d) Method of delivery of product/products: as detailed at Clause 2-supply of material.
e) Receipt of payment for the goods sold/supplied to CSS/ Credit facilities, as per Clause 6-selling process (b)/(i).
f) Promotional activities to be carried out by CSS on behalf of NFL : The CS shall promote the sales of Kisan Urea and other products by distribution and exhibition of the printed literature, posters and Wholesale Dealer / NFL Exclusive Retailer signboards supplied by the NFL to the CS.
g) Remuneration: As per CSS Clause 7- Remuneration.
h) Warranty and claims: The CS's claim for defective packaging/defective product/shortage of any product or for any other reason shall be made in writing to NFL Area Office assigned to the area of the CS immediately on receipt of such stock.

NFL shall have the right to inspect the CS's stocks and premises as it deems necessary to determine the validity of such claim and the CS shall give the opportunity to NFL to make such inspection of the CS's stocks and premises as deemed necessary by NFL to determined the validity of the claim of the CS.

No claim by either party for indirect, consequential, and or remote damage shall be entertained.

b) Termination: NFL shall be entitled to terminate this contract with the CS without notice to the CS, if any of the conditions contained herein are contravened by the CS or any of the information furnished in CS application is found to be not true or if the CS is suspected of indulging in trade practices detrimental to the interests of NFL.

c) Handling and Transportation:

i) NFL may direct a C.S. to undertake the job of rake handling and transportation irrespective of the fact that NFL has a regular H&T arrangement at the rake point, in such a case, he will be compensated as provided in the scheme for handling and transportation provided all the documents shall be submitted by C.S. as required under Uniform Freight Policy and company from time to time.

ii) Mandatory lifting by the CS of the monthly Committed Quantity and the committed Quantity for the season.

iii) If the CS fails to lift the monthly committed quantityof NCU in a particular month he may be allowed to complete the shortfall in the following month in addition to his committed quantity subject to availability of stocks. Vice versa additional quantity lifted during a month should be allowed to be adjusted against the committed quantity of subsequent month. Further, this provision will be applicable only for the immediate preceding/succeeding month and once in a season. This will be applicable for all the states. i.g., shortfall in Oct should be compensated in Nov. Similarly excess lifting in October will be adjusted against the shortfall of November. In case of any shortfall in target due to a situation beyond the control of the dealer, the waiver of the same any be obtained from CA with proper justification.

iv) In case the CSS party fails to fulfill the shortfall of NCU volumes, his right to claim commitment rebate may be forfeited, however, other claims are to be allowed. Handling charges as per actual quantity and rentals as per hired agreement shall be paid.

d) Securities to be obtained

Securities to be obtained from the CSS party shall depend on the Category of CSS in which the party is selected and shall be as per details given at i-(c) Categories of Central stockiest above:

The Securities from the dealer selected as CS shall be obtained in the form of:

i) Security deposit either by way of demand draft (including through electronic mode) in favour of National Fertilizers Limited payable at Chandigarh/Bhopal/ Lucknow/Hyderabad as the case may be or bank Guarantee in prescribed performa at **Annexure-V** or combination of both above can be accepted." The BG shall be maintained by Zonal Finance.
The BG establishment charges shall be brone by the Company. Establishment charges to be allowed on security as prescribed in the scheme and also additional security to cover the credit to be allowed to CS, obtained through BGs. Establishment charges to be re-imbursed at SBI rates or the opening Bank rates whichever is less.

ii) Credit Administration of CS Wholesale Dealer is to be followed as per provisions of Marketing Manual Credit Administration form is placed at **Annexure-VI**.
iii) Interest on Security Deposit including additional security received through DD is payable. The interest on security deposit shall be reviewed once every year.
iv) The stockiest shall submit 10 postdated cheques (2 each for a quarter in FY alongwith 2 cheques for covering outstanding at the end of FY) along with an affidavit as per **Annexure VII & VIII** and promissory note as per **Annexure IX** for the full value of the material supplied on credit at prevailing MRP. District I/c / Area I/c and AO F&A representative are to confirm that cheques are given for the account & bank through which delaer transfer the funds to NFL acoount. Moreover, if any stage Dealer stops transaction from the bank or close the account, necessary and timely action shoud be taken by District I/c / Area I/c and AO F&A representative so that any risk may be avoided at any time.
v) Covering letter of demand promissory note at **Annexure-X**.
vi) Letter of hypothecation along with deed of hypothecation, acknowledgement, receipt of deposit of Title Deed. It may be noted that the letter of hypothecation/hypothecation deed shall not be necessary if dealer provides a bank guarantee/DD for extra credit at **Annexure-XI**.
vii) Guarantee for credit from any person / associate for the amount of credit alongwith supporting letter and affidavit at **Annexure-XII & XIII**.
viii) In case of partnership firm a letter of undertaking from all partners to compensate NFL in case of default at **Annexure-XIV**.
ix) In case of sole proprietor, letter from the dealer regarding status of the firm as per performa at **Annexure-XV**.

3. Documentation on Appointment as CS:

The dealer on being selected for appointment as CS for NFL shall be issued a provisional offer of appointment as NFL's CS and CS shall complete and submit to NFL the following documents alongwith documents enumerated in the provisional offer letter prior to his appointment

i) A copy of the Appointment Letter and Agreement Form for Storage and Sale of NFL Products duly signed by the CS as a token of his having acceptance of the terms and conditions contained therein (as per Annexures).

ii) **Security Amount:**
Security deposit either by way of demand draft (including through electronic mode) in favour of National Fertilizers Limited payable at Chandigarh/Bhopal/ Lucknow/Hyderabad as the case may be or Bank Guarantee or combination of both above can be accepted." The BG shall be maintained by Zonal Finance.

iii) The Stockist shall submit 10 post dated cheques (2 each for a quarter in FY alongwith 2 cheques for covering outstanding at the end of FY) along with an affidavit and promissory note (as per Annexures) for the full value of the material supplied on credit at prevailing MRP.

iv) The CS on his being appointed shall furnish to NFL complete details of the godowns/ Godown space which he proposes to hire out to NFL viz. name and address of the owner, godown specifications, godown space hired etc. The CS shall also submit an attested copy of the title deed of his godown if the same is owned by him, or attested copy of lease deed if the same has been hired by him from a third party. **This document should be notarized.**

v) Credit Application Form to be obtained from CS Wholesale Dealer / as per provisions of Marketing Manual.

vi) And other securities as prescribed under 2 (b).

4. Stocking Process:

a) Procedure for Selection/Hiring of Wholesale Dealer Godowns/Godown space

Each party will have to maintain storage space for a specified quantity. i.e. 1/20th to 1/4th of the Annual target, as decided by NFL. The space can vary within the year with minimum of 1/20th and maximum 1/4th of the annual target from state to state.

i) Verification of the godowns by a Committee comprising of Distt I/C, A.O. I/C, Rep. of Finance from AO/SO/ZO as per Warehouse Survey Report Form provided in the Marketing Manual/ Ministry Marketing Manual at **Annexure-XVI**.

ii) The recommendations for storage arrangements are to be submitted along with te recommendations for selection of dealer as CSS to ZM.

iii) Agreement for arrangements for stocking and sale of NFL's products shall be entered into with the party as per the format provided in the Marketing Manual at **Annexure-XVII**.

b) Storage Arrangements:

i) Under the scheme the godowns shall be hired by the CS exclusively or portion of the godown duly earmarked for NFL's fertilizers. In case of such godown / portion earmarked if during inspection it is found that any other company's Fertilizers are stored in the godown/portion of the godown or the party refuses to accept NFL's material for storage, such party shall be immediately discontinued from the Scheme and shall be required to deposit its dues with NFL immediately.

ii) In cases where godown space is to be hired from the CS and the space available with the party is more than NFL's requirement NFL may hire space in the Wholesale Dealer godown restricted to its requirement of and the CS shall earmark this space for NFL material.

iii) The CS shall be permitted to provide storage space upto his/her committed volume at a maximum of two different places. However, in cases more than two godowns are required to be hired, specific approval of CA as per DoP may be sought.

iv) While issuing stocks the CS shall strictly adhere to FIFO method.

v) The CS shall ensure safe custody of stocks and orderly maintenance of storage records as prescribed by NFL.

vi) Unsold stock lying in CS godowns for which ownership has not been transferred to him/ her shall not be hypothecated by CS with the commercial banks/ financial institutions.

c) Compensation for Storage Space:

i) An amount of Rs. 20/- PMT per month shall be compensated to the CS towards warehouse rent for the entire reserved space.
(Note : Rates of any kind of compensation/ monthly rent may change only after approval of CA).

ii) For any storage over and above the reserved space the CS will be compensated on actual basis up to 20%

d) Compensation for Material Handling at Godown:

i) Compensation towards material handling i.e. Unloading at CS Godown & Loading from CS Godown (Applicable to Urea/DAP/MOP/NPK) : CS shall be compensated @ Rs. 40/- PMT(Unloading at CS Godown= Rs. 20/MT & Loading from CS Godown= Rs. 20/MT) towards material handling on the quantity actual sold during the year (Season-wise) irrespective of whether such quantity exceeds the Target/committed quantity of the CS.
(Note : Rates of any kind of compensation/ Material Handling may change only after approval of CA)

e) Inspection of dealer Godowns / Godown Space:

i) The CS shall keep open for inspection by NFL at all reasonable times the godowns/godown space hired from them by NFL under the Scheme.

ii) Each Godown/Godown space hired under the Scheme shall be inspected by NFL at least once a month by a Committee comprising of the concerned field officer and Area Manger to ensure that the storage space is appropriately maintained and to verify the stock condition.

5. Supply of Material:

(i) a) The supply of material shall be made from Unit/ Rake Point/SWC/CWC to the Central Stockist godown/ Sale point through stock transfer by NFL or H&T contractor.

b) In case of supply of material to non CS dealer/Institutions, is required to be made form CS godowns by NFL, it shall be made with prior approval of Zonal Manager. This will not be treated as the sale of the CS.

c) The CS shall make arrangement for stock transfer from warehouse to C.S. godown.

d) C.S. may also be directed to make transport arrangement irrespective of the fact that NFL has a regular H&T Contractor at the warehouse/rake point, in such a case, payment will be made as provided in the scheme for handling and transportation provided all the documents shall be submitted by C.S. as required under Uniform Freight Policy and Company from time to time.

(ii) If NFL fails to supply material equal to the Committed quantity of NCU for the season as per the Scheme due to reasons other than force majeure but the CS has fulfilled his monthly targets in respect of the months for which NFL made supplies as per the terms of the Scheme the CS will be considered for Commitment Rebateon only NCU (If applicable for given season/ year) on the basis of recommendations of AM/ SM/ ZM and approval of CA as per DoP.

(iii) The ownership of all the fertilizers or Agri-inputs supplied to the CS under the scheme shall remain with NFL till the Sale DO/Invoices are raised on them. An affidavit shall be submitted by CSS Wholesale Dealer at **Annexure-XVIII**.

(iv) In order to facilitate movement and lifting by CS through his own arrangement supply from SWC/CWC to the CS shall be resorted to.

(v) In case any exigency arises where material is to be moved from CWC/SWC/PG on stock transfer to CS godown/s, should only be resorted to with the prior specific approval of CA

6. Selling Process:

(a) <u>Sales Plan</u>

(i) The CS Dealer shall submit to NFL a Sales plan for the volume committed by him/her for each season for the Company's acceptance and shall enter into agreement for the same with the company. In case revision of committed qty by the CSS Wholesale Dealer.

(ii) CS must lift a minimum of 10% of the season's committed quantity (NCU) each month with the flexibility to complete the balance target quantity in any of the months of the season.

(iii) The season-wise sales targets of NCU may vary depending upon the season, the potential of the area and the availability of material. These sales target may be modified by the AM/SM subject to the overall annual plan remaining unchanged.

(iv) Commitment Rebate shall be paid as decided from time to time on the total quantity of NCU committed by him subject to his actually meeting his committed sales targets for the season.

The Commitment Rebate (If applicable & approved for the season) shall be paid to the CS after a review of the CS sales performance for the season. CS is not permitted to adjust these changes from the payments to be made by them to NFL.

(v) If the CS fails to meet his committed sales targets of NCU for the season/year he shall **NOT** be entitled for Commitment Rebate. Such CS shall be entitled to remuneration as per Sales Terms only.

(vi) If the CS exceeds his committed sales target for the season he shall be entitled for commitment rebate on total quantity of NCU lifted and the commitment rebate of the slab committed initially shall be applicable. e.g. a party in the slab of 1000 MT lifts 1200 MT, he shall be allowed commitment rebate applicable to slab of 1000 MT on 1200 MT.

(b) Invoicing and payment terms

(i) The invoicing for the sale quantity from party's godown shall be done as per the sale reported on day to day basis for FMS. Credit period shall be applicable as per the approval of CA each month through Terms of Sales.

(ii) Interest rate @SBI PLR + 2% (Or as decided by NFL) will be charged by NFL from the CSS Dealer on delayed payments after the due date.

(iii) For quantities supplied to the retailers from Unit/Rake-point/SWC/CWC/PG at the instance of the CS the invoices will be raised immediately on the CS as Company will not hold any stock at the Retail points.

(iv) Sales terms approved by NFL from time to time during the currency of the contract shall be the basis for raising of invoices on the CS.

(v) Area/State Manager will intimate the DO wise details of quantity lifted by CS from his godown during the month to F&A for raising of invoices on them.

(c) Credit Monitoring

It shall be implemented as per provisions of Marketing Manual – Chapter 5.

7. Remuneration:

a) All remuneration payable to the CS shall be subject to deduction of taxes and levies as applicable. The CS shall submit claims on account of each of the following items of remuneration except commitment rebate (which is seasonal) within 15 days from the close of each quarter (twice in each season) of the season for processing and release of payments within 15 days from the date of receipt of claims completed in all respects.

b) **Heads of remuneration**

(i) Interest on security received as per provision of CSS and additional security to cover credit through DD (including through electronic mode) shall be allowed. The rate of interest shall be reviewed and informed to ZO by NFL every year.

Establishment chargers to be allowed on security as prescribed in the scheme as also additional security to cover the credit to be allowed to CS, obtained through BGs. Establishment charges to be compensated at the lower of SBI or opening Bank rates.

Interest on security shall not be allowed for the intervening period between the expiry of the existing contract if the dealer's CSS is not renewed.

(ii) **Warehouse rent:** Compensation of Warehouse rent @ Rs. 20/-PMT per month. *(Note : Rates of any kind of compensation may change only after approval of CA).*

(iii) **Commitment Rebate:** Commitment Rebate shall be paid as decided by CA from time to time on the total quantity committed by CSS dealer subject to his actually meeting his committed sales targets for the season.

(iv) **Godown Handling charges:**

Compensation towards material handling i.e. Unloading at CS Godown & Loading from CS Godown (Applicable to Urea/DAP/MOP/NPK) : CS shall be compensated @ Rs. 40/- PMT(Unloading at CS Godown= Rs. 20/MT & Loading from CS Godown= Rs. 20/MT) towards material handling on the quantity actual sold during the year (Season-wise) irrespective of whether such quantity exceeds the Target/committed quantity of the CS. *(Note : Rates of any kind of compensation may change only after approval of CA).*

(v) **Compensation of rake Handling & transportation charges:**

NFL may direct a C.S. to undertake the job of rake handling and transportation irrespective of the fact that NFL has a regular H & T arrangement, the material supplied will be stock transferred on ex-rake/warehouse basis and he will be compensated for rake handling/transportation as provided herein under provided all the documents shall be submitted by C.S. as required under Uniform Freight policy and Company from timt to time.

In case of deviation/revision in the compensation, the same shall be fixed keeping in view the prevailing marketing conditions with the prior approval of CA (As per DoP) The current applicable Handling and transportation charges as per the approval are as under:

Rake Handling Charges by CSS Dealer:
Transportation from Rake Point by CSS Dealer:

a) In case of Neem Coated Urea normative freight applicable for the destination district will be allowed. Additional freight over and above the normative freight would be allowed only in exceptional cases that too after approval of CA.
b) In case of other fertilizers/ Agri Inputs : as per approved sales terms of the state for the concerned month.

Following may be noted:

To restrain the movement to under recovery destination/under recovery slabs.

- Proper GTR may be obtained as per requirement of the FICC and FMS.
- The applicability/ viability of the above charges shall remain justifiable all the time in light of existing H&T contracts of the company & competitors.

8. Insurance of Stocks:

(i) Insurance cover shall be taken by NFL in respect of stocks of fertilizers for which ownership has not been transferred to the CS.
(ii) For taking insurance cover of CS godowns, Area/State Manager of the concerned Area Office shall intimate the particulars of the godown such as name of the CS, address of godown, quantity to be insured etc. to In-charge (F&A) Zonal Office prior to hiring of godown under this Scheme.
(iii) Area/State manager will intimate the actual value of the material stored in the CSS godown to In-charge (F&A) Zonal Office on monthly basis by the 7th of the following month for submission of consolidated statement of the monthly declaration of all the godowns under the Scheme to the Insurance Company.

9. Provisional offer Letter

Under the process of review of Central Stockist Scheme documents & in order to avoid delay in issuance of offer letter to CS dealer & to cover the intervening period till documentations is completed, a provisional CSS Offers letter has to be issued while taking care of following points:

a) Provisional Offer letter shall be issued to the party by the concerned Zonal Manager for a particular year subject to that all documents and formalities as per provisions of CSS are completed by 30th April Positively.

b) The documents required in the provisional offer letter are to be submitted by the party within 20 days on receipt of this provisional offer letter.

c) In case, party fails to submit the required documents within the stipulated time, offer would stand cancelled and further submission of above documents will not automatically cover any right for automatic confirmation of appointment.

d) In addition to the terms and conditions applicable to Wholesale from time to time in general, the draft copy of letter to be issued to the party is enclosed, detailing there in the documents & formalities are to be completed by the party at **Annexure-XIX.**

e) In case, no formal CS appointment letter is issued by the Company by 30th June, the provisional offer letter will be treated cancelled automatically.

9. Any exception to The Provisions of scheme shall require approval as per DoP.

LIST OF ANNEXURES OF CENTRAL STOCKIST SCHEME

Annexure	Name of Item(s)
I (A)	Induction, Extension, renewal of CS for the financial year
I (B)	Recommendation for selection of dealer under Central Stockist
II	Offer of Appointment as NFL Central Stockist Scheme
III	Letter of acceptance of Extension
IV	Central Stockist Agreement
V	Bank Guarantee Bond for security deposit
VI	Credit Application From
VII	Submission of cheques and affidavit as security for availing credit facilities for the year (On party letter head pad)
VIII	Affidavit-Cheques and operating bank account etc.
IX	Promissory Note
X	Demand Promissory Note (On party letter head pad)
XI	Hypothecation
XII	Guarantee for credits
XIII	Affidavit of guarantor & property details
XIV	Letter from partners (On letter head pad)
XV	Affidavit of Sole Proprietor
XVI	Warehouse Survey Report
XVII	Godown Agreement
XVIII	Affidavit reg stock of NFL
XIX	Provisional Offer of appointment as NFL Central Stockist
Annex-A	Request for induction as CS Dealer under CS Scheme
Annex-B	Authorised Signatory
Annex-C	Rent Deed
Annex-D	Bank Certificates
Annex-E	Intimation Regarding Permanent Account Number & GST
Annex-F	Non Submission of Original Title Deed

ANNEXURE-A(I)

DOCUMENTS TO BE SUBMITTED FOR INDUCTION OF WHOLESALE DEALER UNDER CS SCHEME.

Name of Area office _____ Block Year _____

Name of the Party M/s._____

SN	Documents	Yes /NO	Page No.
1	Balance Sheet with copy of Income Tax & VAT Return		
2	Copy of GST, VAT & PAN Number of the party		
3	Copy of FRC (Fertilizer Registration Certificate)		
4	Credit Rating Application Form		
2	Promissory Note with covering letter of the party		
6	Deed of Hypothecation (On stamp paper of Rs.20/-)		
7	Property Details of the Partner / Proprietor with proof		
8	Guarantee for Credit on stamp paper of Rs.100/- along with property details of Guarantor.		
9	Bank Certificate indicating Account Number & Signatures of the party attested by the Bank (on Bank's letter head pad only)		
10	Affidavit (on stamp paper of Rs.20/-) with four cheques for availing credit with covering letter of the party.		
11	Undertaking from C.S. dealer (in case of partnership firm only) on letter head pad of the party.		
12	Affidavit for Sole Proprietorship / Partnership deed duly notarized		
13	Authorised Signatory on party letter head pad duly attested by Bank Manager / Gazetted Officer / Magistrate.		
14	Affidavit from Proprietor / Partner for non encumbrance of property (on stamp paper of Rs.20/-)		
12	Central Stockist Scheme Agreement		
16	Godown Agreement		

17	Affidavit for non hypothecation of NFL products to Bank or any other financial Institution (on stamp paper of Rsw.20/-)		
18	Godown Rent Deed for hired godown (on stamp paper of Rs.20/-)		
19	Godown Map / Blue Print of the Godown		
20	Godown Survey Report		
21	Request Letter of the party for induction under C.S. Scheme		
22	Recommendation Sheet for Selection under C.S. Scheme		

_____ _____ _____

DISTT. INCHARGE ACCOUNTS REPT. AREA INCHARGE

(DISTT._____)

NOTE:- The stamp papers should be purchased first (i.e. before 31st March _____) and should be executed thereafter. The stamp papers with later date shall not be accepted as auditors have raised objection on this. Balance Sheet not stamped by C.A. will not be accepted.

ANNEXURE 1(A)

Zonal Office – _____ State Office _____

Area Office - _____ Distt. _____

SUB. INDUCTION / EXTENSION / RENEWAL OF CENTRAL STOCKIST

(C.S.) From FY To FY_____

M/s. _____ Party Code _____ is our CSS dealer at _____ From FY To FY _____ with annual quantity of _____MT Urea vide letter No_____._____ dated _____. The party has agreed and submitted their willingness vide their letter dated _____ for extension as CS dealer From FY To FY _____ with committed quantity _____ MT per annum. (letter enclosed). The party is having its FRC No._____ (photocopy enclosed) which is valid upto _____.

The party has offered the same godown as given From FY To FY _____ and the map and survey report is placed in the file From FY To FY_____ and is still unchanged and valid.

Or

The party has offered new godown for which Committee of the following officers conducted survey on _____ (for new and extra godown only) :-

SL. NO.	NAME OF THE OFFICER S/SHRI/SMT :-	DESIGNATION
1		
2		
3		

The survey report and map of the new / extra godown is enclosed herewith. The total capacity of the new godown is _____MT which is suitable for storage of fertilizers and is considered for hiring as CS godown. Its possession may be treated w.e.f. _____ for _____MT per month.

The detail and address of the old & new godown(s) hired from the party under CS Scheme is/are as under :-

SL. NO.	ADDRESS OF THE GODOWN	OLD / NEW	TOTAL CAPACITY OF GODOWN	CAPACITY HIRED
1				
2				
3				

The party has given CSS security & B.G. of Rs._____ as per details given below :-

SL. NO.	B.G. / D.D. NUMBER	DATE	AMOUNT (RS.)	B.G. VALID UPTO
1				
2				
	TOTAL			

The lifting of the party during the Fin year_____was _____MT which is _____% of their committed quantity. Lifting of the party during financial year _____ was according to scheme and the deviation was covered through additional lifting by party is subsequent months.

The party is making payments according to time schedule provided by Management through sales terms for each month. Interest on delayed payments, if any, has been informed to Z.O. _____ and recovered from the party.

It is recommended to extend CSS to M/s._____ party code (_____)From FY To FY _____ for total yearly commitment of _____MT urea with seasonal target of Kharif-_____ as _____MT and Rabi _____as _____MT with godown arrangements of _____MT on monthly basis with effect from _____ to _____.

Submitted please.

_____ _____ _____

SIGN. OF DISTT. I/C SIGN. OF ACCTTS. REP. SIGN. OF AREA I/C

_____

STATE MANAGER

ANNEXURE 1(B)

NATIONAL FERTILIZERS LIMITED

ZONAL OFFICE -

Dated:_____

RECOMMENDATIONS FOR INDUCTION / SELECTION OF DEALER UNDER CS SCHEME FROM FY_____ to FY _____

1	Name of the Dealer	M/s ……
2	Address	……
		……
		……
3	Party Code	……
4	Existing / New Appointment	……

2 Past Performance (Lifting)

Sl. No.	Items	FY	FY	FY	Average Annual Lifting
A	Last three years lifting				
B	Lifting during off season months				
c	%age of off season lifting of total lifting.				

FUNCTIONAL PERFORMANCE & SOUNDNESS

6	Default in payment as per agreed terms	……
7	Whether party or sister concern were defaulters at any time.	……
8	Position of outstanding	……
9	Payment behavior during last 3 seasons	……
10	Own funds	……
11	Cash credit limit over 3 years (Rs. In lacs)	……

STORAGE FACILITY

12 Address of godown(s)

Sr. No.	ADDRESS OF GODOWN	TOTAL CAPACITY (MT)	CAPACITY TO BE HIRED (MT)	DATE OF HIRING
1				
2				
3				

13 General condition of the godown ……..

14 Whether suitable for storage of fertilizer _____ Yes / No.

RECOMMENDATIONS OF SELECTION COMMITTEE

I C.S.S. Category …….

II Annual Committed Qty. …….

a) Kharif ……

b) Rabi ……

III Proposed godown capacity to be hired …….

IV Security amount deposits.

D.D. / B.G. No. Date Amount Bank

V Credit limit recommended…….

VI Whether party recommended or not ……

DISTT : INCHARGE **ACCTTS REP.** **AREA INCHARGE**

STATE MANAGER

ZONAL MANAGER

Annex -II

एनएफएल/ज़ेडओ/सीएचडी/सीएसएस-20__-___/ **दिनांक : _____**

M/s._____, _____ **राज्य प्रबंधक के माध्यम**

से

DISTRICT _____(State :).

विषय.: ब्लाक वर्ष _____ (वित्तीय वर्ष _____) के लिए एन ऍफ़ एल केंद्रीय स्टॉकिस्ट के रूप मे नियुक्ति का प्रस्ताव.

SUB.: OFFER OF APPOINTMENT AS NFL CENTRAL STOCKIST FOR THE BLOCK YEAR _____ (FINANCIAL YEAR _____).

नेशनल फर्टीलाईजर्स लिमिटेड 'एन ऍफ़ एल केंद्रीय स्टॉकिस्ट' योजना के अंतर्गत ब्लाक वर्ष _____ वित्तीय वर्ष _____ आपको 01.04._____ से 31.03._____ तक कंपनी के केंद्रीय स्टॉकिस्ट के रूप मे नियुक्ति का सहर्ष प्रस्ताव करती है ! डीलरों पर समय समय पर लागु निबंधन एवं शर्तों के अतिरिक्त आप निम्नलिखित निबंधन एवं शर्तों द्वारा संचालित होंगे !

National Fertilizers Limited is pleased to offer you appointment as the Company's Central Stockist under the 'NFL Central Stockist Scheme' for the block year _____ (Financial year _____) w.e.f. **_____** for a period of **one year** up to **_____**. In addition to the terms and conditions applicable to Wholesale Dealer from time to time, you shall be governed by the following terms and conditions :-

सारणी संख्या .1 (मात्रा एमटी में) (राशि लाख रुपए में) (Quantity in MTs)

(Amount Rs.in lacs)

वर्ष Year	केंद्रीय स्टॉकिस्ट श्रेणी Central Stockist Category	मासिक प्रतिबद्ध मात्रा सीसन का 10% Monthly Committed Qty.10% of season	सीसनल प्रतिबद्धता Seasonal Committed Qty.	वार्षिक प्रतिबद्धता Annual Committed Qty.	किराये पर लिए गए गोदाम की क्षमता Hired Godown capacity	वार्षिक प्रतिबद्ध मात्रा के अनुसार ली जाने वाली सिक्यूरिटी Security to be obtained as per annual committed quantity

			खरीफ़ (Kharif)	रबी (Rabi)			
FY							
FY							
FY							

स्टॉकिस्ट के अनुरोध पर और एनएफएल की स्वीकार्यता के अधीन, सीज़नल प्रतिबद्ध मात्रा परिवर्तन/संशोधन के अधीन है। केन्द्रीय स्टॉकिस्ट की श्रेणी में ऐसे परिवर्तन का अनुरोध सीज़न की शुरुआत से पहले किया जाए। केन्द्रीय स्टॉकिस्ट की श्रेणी में ऐसे परिवर्तन की स्थिति में, डीलर अनुसूची में यथानिर्धारित तदनुरूप प्रतिभूति एवं अन्य दस्तावेज़ जमा करेगा।

At the request of the stockist and subject to the acceptance of NFL, the seasonal committed quantity is subject to change / revision. The request for such change of category of Central Stockist be made before the beginning of the season. In case of such change in the category of Central Stockist, the dealer shall deposit the corresponding security and other documents as stipulated in the schedule.

1.**जमा की जाने वाली** सिक्यूरिटी : **SECURITIES TO BE DEPOSITED**

आप नेशनल फर्टिलाइज़र्स लिमिटेड को निम्नलिखित ब्यौरे के अनुसार सिक्यूरिटी जमा करेंगे :-

You shall deposit with National Fertilizers Limited the security as detailed below ;-

1. सारणी संख्या 1 के अनुसार नेशनल फर्टिलाइज़र्स लिमिटेड के पक्ष में _____ में देय डिमाण्ड ड्राफ्ट/आरटीजीएस द्वारा सिक्यूरिटी जमा अथवा ग्रामीण बैंक तथा सहकारी बैंक के अलावा किसी अनुसूचित बैंक से बैंक गारंटी सीएसएस पार्टियों से अपेक्षित है कि वे एनएफएल चण्डीगढ़ को पेपर फार्मैट में मूल बैंक गारंटी प्रस्तुत करें और अपने बैक (बैंकों) से एनएफएल के पक्ष में बैंक गारंटी जारी कराने के लिए संपर्क करें, साथ ही एसबीआई, कारपोरेट एकाउण्ट्स ग्रुप शाखा, 4था एवं 2वां तल, रेड फोर्ट कैपिटल, पार्श्वनाथ टावर, भाई वीर सिंह मार्ग, गोल मार्केट, नई दिल्ली 110001. आईएफएससी कोड – _____, स्विफ्ट कोड – _____ को इसकी पुष्टि करने का अनुरोध भी करें। बीजी स्थापना प्रभार का वहन कम्पनी द्वारा किया जाएगा और एसबीआई दर या ओपेनिंग बैंक की दर, जो भी कम हो, पर इसकी प्रतिपूर्ति की जाएगी। प्रबंधन के निर्णय अनुसार सिक्यूरिटी राशि पर, केवल नकद सिक्यूरिटी राशि पर प्रति वर्ष साधारण ब्याज दिया जाएगा।

i) Security deposit by way of Demand Draft / **RTGS** in favour of National Fertilizers Limited as per table No.1, payable at _____ or Bank Guarantee from any scheduled bank except Gramin Bank & Co-operative Bank. CSS Parties are required to furnish the original BG to NFL _____ in paper format and approach their bank(s) for issuance of BG in favour of NFL along with request to confirm the same to SBI, Corporate Accounts Group Branch, 4Th & 2Th Floor, Red

Fort Capital, Parsavnath Tower, Bhai Veer Singh Marg, Gole Market, New Delhi 110001. IFSC Code- _____, Swift Code- _____. The BG establishment charges shall be borne by the Company and shall be reimbursed at SBI rates or the Opening Bank rates whichever is less. The Security Amount shall carry simple interest per annum only on Cash Security Amount as per decision of Management.

2. आप एनएफएल को एक शपथ-पत्र एवं प्रॉमिसरी नोट के साथ-साथ आपको क्रेडिट पर आपूर्ति की गई उत्पाद के पूरे मूल्य के लिए बाद की तिथि के 4 चेक देंगे, जिसे एनएफएल द्वारा राशि की वसूली के लिए जमा किया जाएगा। यदि आप एनएफएल द्वारा अनुमत क्रेडिट अवधि के भीतर डी.डी./आरटीजीएस के माध्यम से आपके द्वारा खरीदे गए उर्वरक के मूल्य का भुगतान करने में विफल रहते हैं, तो ऐसी अवधि के समाप्त होने पर तुरंत, और यदि कथित चेक आपके बैंकरों द्वारा अस्वीकृत कर दिए जाते हैं, एनएफएल को आपराधिक अथवा सिविल कानूनों के तहत उपलब्ध सभी विधिक प्रतिकार आरम्भ करने का अधिकार होगा।

ii) You shall give to NFL **4** post dated cheques along with an affidavit and Promissory Note for the full value of material supplied to you on credit, which shall be deposited by NFL for collection of the amount, if you fail to pay the price of the fertilizer purchased by you through D.D./RTGS within the period of credit permitted by NFL immediately on the expiry of such period, and in case the said cheques are dishonored by your Bankers, NFL shall be entitled to initiate all the legal remedies available under criminal OR Civil Laws.

2. **अनिवार्य प्रतिबद्ध मात्रा** : **MANDATORY COMMITTED QUANTITY** :

i) आप नेशनल फर्टिलाइज़र्स लिमिटेड से सारणी – I में आपकी श्रेणी के केन्द्रीय स्टॉकिस्ट के लिए निर्धारित यूरिया की सीज़न के लिए प्रतिबद्ध मात्रा की न्यूनतम 10% अनिवार्य मात्रा की खरीद करेंगे।

i) You shall purchase from National Fertilizers Limited, the mandatory minimum **10%** quantity of Seasonal Committed quantity of Urea prescribed for your Category of Central Stockist in Table– I.

ii) आप नंगल, भटिंडा, पानीपत और विजयपुर से रेक लोड्स / रोड डिस्पैचेज़, बन्दरगाहों से आयातित उत्पादों आदि को और सीज़न/वर्ष के अनुसार और सारणी – I में आपकी श्रेणी के केन्द्रीय स्टॉकिस्ट के लिए यथानिर्धारित अनिवार्य न्यूनतम प्रतिबद्ध मात्रा की भण्डारागार से की गई आपूर्ति को भी उठाएंगे।

ii) You shall lift the material by rake loads / road dispatches from Nangal, Bhatinda, Panipat and Vijaipur, imported products from port etc. and also ex-warehouse supplies of the mandatory minimum committed quantity as per season/ year and as per provision as prescribed for your category of CS in Table – 1.

iii) यदि आप किसी माह विशेष में मासिक प्रतिबद्ध मात्रा को उठाने में विफल रहते हैं, तो आपको सीज़न में एक बार सीज़न के अगले माह में अथवा पूर्व माह से आपकी प्रतिबद्ध मात्रा के अतिरिक्त कमी को पूरा करने की अनुमति दी जा सकती है बशर्ते कि स्टॉक उपलब्ध हो।

iii) If you fail to lift the Monthly Committed Quantity in a particular month, you may be allowed once in a season to complete the shortfall in the previous / subsequent month of season in addition to your Committed Quantity subject to the availability of stocks.

iv) यदि आप (i) के अनुसार कमी की पूर्ति करने में विफल रहते हैं तो आपको योजना से बाहर कर दिया जाएगा और आपके बकायों का एनएफएल को तुरंत भुगतान करना होगा। इसके अतिरिक्त हैंडलिंग एवं स्टोरेज संबंधी वास्तविक खर्चों के अलावा आप योजना के अंतर्गत किसी अन्य दावे का अधिकार खो देंगे।

iv) If you fail to make up the shortfall as at (i) you may be excluded from the scheme and shall be required to pay your dues to NFL immediately. Further you shall forfeit your right to any claim under the Scheme other than actual expenses on handling & storage**.**

v) कम्पनी के केन्द्रीय स्टॉकिस्ट के रूप में नियुक्ति पर और एनएफएल से प्रस्ताव पत्र की प्राप्ति पर, आप तुरंत केन्द्रीय स्टॉकिस्ट करार के साथ-साथ गोदाम/भण्डारागार करार पर हस्ताक्षर करेंगे और सभी अन्य अपेक्षित दस्तावेज़ प्रस्तुत करेंगे।

v) On appointment as CS of the Company and immediately on receipt of offer letter from NFL, you shall execute CS agreement as well as godown/ warehouse agreement & submit all other required documents.

3.**<u>प्रलेखन</u>** : **<u>DOCUMENTATION</u>**

आप निम्नलिखित दस्तावेज़ पूरे करेंगे और इन्हें एनएफएल को प्रस्तुत करेंगे :

You shall complete the following documents and submit the same to NFL ;

i) एनएफएल उत्पादों की स्टोरेज और बिक्री के लिए केन्द्रीय स्टॉकिस्ट के रूप में नियुक्ति का उसमें निहित निबंधन एवं शर्तों की स्वीकार्यता के संकेत के रूप में आपके द्वारा विधिवत् हस्ताक्षरित स्वीकार्यता पत्र (एनएफएल द्वारा प्रदान किए गए प्रारूप में)।

i) A Letter of Acceptance of the Appointment as Central Stockiest for storage and sale of NFL products duly signed by you as a token of acceptance of the terms and conditions contained therein (In the format provided by NFL).

ii) यथानिर्धारित एनएफएल के पक्ष में चण्डीगढ़ में देय डिमाण्ड ड्राफ्ट/आरटीजीएस अथवा किसी अनुसूचित बैंक से बैंक गारंटी (एनएफएल द्वारा प्रदान किए गए प्रारूप में) द्वारा प्रतिभूति राशि जमा करना है।

ii) Security Amount as prescribed to be deposited by way of demand draft/ **RTGS** in favour of NFL at _____ or Bank Guarantee (in the format provided by NFL) from any scheduled Bank.

iii) आप क्रेडिट पर आपूर्ति की गई सामग्री के प्रचलित एमआरपी पर पूरे मूल्य के लिए बाद की तिथि के चार चेक एक शपथ-पत्र तथा प्रॉमिसरी नोट (एनएफएल द्वारा प्रदान किए गए प्रारूप में) सहित प्रस्तुत करेंगे।

iii) You shall submit four post dated cheques for the full value of the material supplied on credit at the prevailing MRP along with an affidavit and Promissory Note (in the format provided by NFL).

iv) आपके द्वारा एनएफएल उत्पादों के लिए आरक्षित करने हेतु प्रस्तावित गोदाम/गोदाम स्थानों के सम्पूर्ण ब्यौरे अर्थात् गोदाम मालिक का नाम एवं पता, गोदाम विनिर्देशन, किराए पर लिया गया गोदाम स्थान आदि के बारे में एनएफएल को सूचित करेंगे। यदि गोदाम आपके स्वामित्व में है तो आप अपने गोदाम की टाइटिल डीड की साक्ष्यांकित प्रति, अथवा यदि इसे आपने किसी तीसरे पक्ष से किराए पर लिया है तो लीज़ डीड की साक्ष्यांकित प्रति प्रस्तुत करेंगे।

iv) You shall furnish to NFL complete details of the Godowns / Godown spaces, which you propose to reserve for NFL products i.e. name and address of the godown owner, godown specifications, godown space hired etc. You shall also submit an attested copy of the title deed of your godown if the same is owned by you, or attested copy of the lease deed if the same has been hired by you from a third party.

यदि एनएफएल निर्णय करता है कि आपके द्वारा अनुरक्षित किया जाने वाला भण्डार स्थान वार्षिक प्रतिबद्ध मात्रा के ¼थाई से अधिक है तो, योजना के तहत आपको मौजूदा प्रतिभूति जमा के अलावा अतिरिक्त प्रतिभूति जमा करनी होगी।

In case NFL decides that the storage space to be maintained by you is more than ¼th of annual committed Quantity, additional security is to be submitted by you over and above the existing security deposit under the scheme.

v) क्रेडिट आवेदन फार्म (एनएफएल द्वारा प्रदान किए गए प्रारूप में)।

v) Credit Application Form (in the format provided by NFL).

vi) प्रॉमिसरी नोट का अग्रेषण पत्र।

vi) Covering Letter of Promissory Note.

vii) हायपोथिकेशन की गारंटी, साथ ही हायपोथिकेशन की डीड, पावती, टाइटिल डीड जमा करने की रसीद।

vii) Guarantee of Hypothecation along with Deed of Hypothecation, acknowledgement, receipt of deposit of Title Deed.

viii) क्रेडिट राशि के लिए किसी व्यक्ति/सहयोगी से क्रेडिट की गारंटी।

viii) Guarantee for credit from any person / associate for the amount of credit.

ix) भागीदारी फर्म/प्रा. लि. कं./एलएलपी फर्म के मामले में, चूक की स्थिति में एनएफएल को प्रतिपूर्ति करने के लिए सभी भागीदारों/निदेशकों से वचन-पत्र।

ix) In case of Partnership firm/Pvt. Ltd Co./LLP firm, a letter of undertaking from all partners/ directors to compensate NFL in case of default.

x) जीएसटी पंजीकरण प्रमाण-पत्र की प्रति।

x) Copy of GST registration certificate.

ध्यान दें कि यदि अतिरिक्त क्रेडिट के लिए आप बैंक गारंटी उपलब्ध कराते हैं तो हायपोथिकेशन पत्र/हायपोथिकेशन डीड आवश्यक नहीं होगी।

It may be noted that the Letter of Hypothecation / Hypothecation Deed shall not be necessary if you provide a Bank Guarantee for the extra credit.

xi) सीएसएस के तहत डीलरों के प्रवेश के समय, सीएसएस और गोदाम करार तीन वर्ष की अवधि के लिए किया जाए। डीलर को सीएस योजना के तहत एक बार सभी अपेक्षित दस्तावेज़ प्रस्तुत करने होंगे।

a) At the time of induction of Wholesale Dealer

b) Under CSS, the CSS and godown agreement may be entered into for a period of three years. Dealer has to submit all the required documents once under CS scheme.

xii) प्रत्येक सीएस डीलर को दूसरे एवं तीसरे वर्ष के आरम्भ में उचित निगरानी तथा डीलर की स्थिति में किसी परिवर्तन के लिए निम्नलिखित दस्तावेज़ प्रस्तुत करने होंगे।

xii) The following documents shall be required to be submitted by each CS dealer at the beginning of second and third year for proper monitoring and any change in the status of the dealer.

(क) अनुबंध-क में दिए गए प्रारूप के अनुसार पार्टी के लेटर हेड पर अग्रेषण पत्र सहित चेक (प्रतिलिपि संलग्न)।

a. Cheques with the forwarding letter on party's letter head pad as per format given by NFL at Annexure-A.

(ख) उपर्युक्त अनुबंध-क के अनुसार प्रस्तुत चेकों के संबंध में, अनुबंध ख के अनुसार शपथ-पत्र (प्रतिलिपि संलग्न)।

b. Affidavit as per Annexure-B, regarding cheque as per format given by NFL.

(ग) **निम्नलिखित में कोई परिवर्तन नहीं** संबंधी पुष्टि :

c. Confirmation regarding <u>no change in status</u>:

1. डीलर की फर्म के गठन की स्थिति।

(i) Status of the constitution of dealer's firm.

2. सीएस योजना के तहत एनएफएल द्वारा पहले से ही किराए पर लिए गए गोदाम की स्थिति।

(ii) Status of the godown already hired by NFL under CS scheme.

3. सीएस डीलर द्वारा प्रवेश के समय पहले से प्रस्तुत किए गए दस्तावेज़ों की स्थिति प्रस्तुत की जाए।

(iii) Status of the documents already submitted at the time of induction by the CS dealer.

xiii) तीन वर्ष पूरे होने के बाद आगे कोई विस्तार नहीं किया जाएगा। अगले तीन वर्षों के लिए नयी नियुक्ति की जाएगी और सभी दस्तावेज़ नए सिरे से आवश्यक होंगे।

xiii) There shall be no further extension as such after the completion of three years. The fresh appointment shall be made for further next three years and all documents shall be required afresh.

xiv) प्रतिबद्ध मात्रा और गोदाम की क्षमता में वृद्धि/कमी के रूप में फर्म/सीएसएस की स्थिति में किसी परिवर्तन के मामले में, सीएसएस डीलर द्वारा सभी अपेक्षित दस्तावेज़ नए सिरे से प्रस्तुत किए जाएंगे।

xiv) In case any change in status of the firm/CSS as increase/decrease in committed qty. and godown capacity, all required documents shall be submitted by the CSS dealer afresh.

xv) यदि किराए पर लिए गोदाम के स्थान में परिवर्तन होता है, तो सीएस डीलर द्वारा सर्वेक्षण रिपोर्ट तथा नक्शे सहित नया गोदाम का करार प्रस्तुत किया जाएगा।

xv) In case there is change in location of godown, afresh godown agreement to be submitted with survey report and map by the CS dealer.

4.**<u>भण्डारण</u>** : **<u>STORAGE</u>**

a)डीलर के गोदाम/गोदाम स्थान के चयन/किराए पर लेने की प्रक्रिया।

a)Procedure for selection / hiring of Wholesale Dealer Godowns / Godown space.

आप एक विनिर्दिष्ट मात्रा अर्थात् एनएफएल द्वारा यथानिर्णीत वार्षिक प्रतिबद्ध मात्रा का भण्डार स्थान केवल एनएफएल उत्पादों के लिए बनाए रखेंगे। भण्डार व्यवस्था को एनएफएल की एक समिति द्वारा गोदामों के सत्यापन के आधार पर अंतिम रूप दिया जाएगा।

You shall maintain a storage space for a specified quantity of your annual committed quantity as decided by NFL exclusively for NFL products. The storage arrangements will be finalized on the basis of verification of Godowns by a Committee from NFL.

b) भण्डार व्यवस्थाएं।

b) Storage arrangements.

i) योजना के तहत आपके द्वारा एनएफएल के उर्वरकों के लिए गोदाम किराए पर लिए जाएंगे।

i) Under the scheme the godown space shall be hired by you for NFL's fertilizers (Urea).

अथवा OR

योजना के तहत एनएफएल द्वारा यथानिर्णीत आपकी वार्षिक प्रतिबद्ध मात्रा का न्यूनतम 1/4थाई गोदाम स्थान आपके द्वारा एनएफएल की सामग्री के लिए आरक्षित रखा जाएगा, यदि आपके पास उपलब्ध स्थान एनएफएल की आवश्यकता से अधिक है तो आप अपने गोदाम में निर्णीत मात्रा तक सीमित स्थान आरक्षित/अलग रखेंगे और आप सुनिश्चित करेंगे कि यह स्थान एनएफएल उत्पादों के लिए हमेशा उपलब्ध रहे।

Godown space of minimum 1/4th of your annual committed quantity as decided by NFL is to be reserved by you for NFL material under the scheme, in case the space available with you is more than NFL's requirement you shall reserve / earmark space in your godown restricted to decided quantity and you shall ensure that this space is available for NFL products at all times.

ऐसे गोदाम/अलग किए गए गोदाम स्थान के मामले में, यदि निरीक्षण के दौरान पाया जाता है कि एनएफएल उर्वरकों के लिए अलग किए गए गोदाम/गोदाम स्थान में किसी अन्य कम्पनी के उर्वरक रखे गए हैं अथवा यदि आप भण्डारण के लिए एनएफएल की सामग्री को स्वीकार करने से इनकार कर देते हैं तो आपको योजना से तुरंत अलग कर दिया जाएगा और आपको अपने सारे बकाए एनएफएल के पास तुरंत जमा करने होंगे।

In case of such godowns / earmarked godown space, if during inspection it is found that any other Company's fertilizers are stored in the godown / godown space earmarked for NFL fertilizers or if you refuse to accept NFL's material for storage you may be immediately discontinued from the Scheme and shall also be required to deposit your dues with NFL immediately.

ii)भण्डार स्थान की मात्रा : आपके द्वारा प्रस्तावित भण्डार स्थान पूरी तरह से ढंका होगा। गोदाम की फर्श कंक्रीट/सीमेंट की होनी चाहिए और साथ ही आरसी छत मानक लीक प्रूफ मैटीरियल से कवर होनी चाहिए। गोदाम में पर्याप्त वेंटिलेशन और हवादार होना चाहिए।

ii)Quantity of storage space : The storage space offered by you shall be fully covered. The godown should have concrete / cement floorings as well as RC roof covered by standard leak proof material. There should be adequate ventilation and free flow of air in the godown.

बोरियों के चट्टे धान की भूसी, कॉयर मैटिंग, लकड़ी के प्लेटफार्म आदि जैसे उचित डनेज़ की व्यवस्था करने के बाद लगाए जाएं। उचित प्रकाश व्यवस्था होनी चाहिए ताकि निरीक्षण में सुविधा हो। गोदाम में अग्निशामक उपकरण उपलब्ध कराए जाएं।

The bags should be stacked after providing proper dunnage like paddy husk, coir matting, wooden platforms etc. There should be proper lighting arrangements to facilitate inspection. Firefighting equipment should be provided in the godown.

iii) बीस बोरी से अधिक के चट्टे न लगाए जाएं। चट्टे आड़े-तिरछे हों ताकि चट्टे टिके रहें और गिनती में आसानी हो। चट्टों के बीच और पर्याप्त स्थान उपलब्ध कराया जाए, साथ ही दीवार से भी पर्याप्त दूरी रखी जाए ताकि आवागमन में आसानी हो।

iii) Stacking should not be more than twenty bags height. The stacks should be criss-cross to ensure stability of the stack and facilitate counting. Adequate space should be provided between the stacks as well as from the wall to facilitate movement.

iv) कार्य समय स्थिति के अनुरूप परिवर्तनीय हो ताकि उर्वरकों की शीघ्र एवं समय से डिलिवरी में सुविधा हो।

iv) Working hours should be flexible to facilitate prompt and timely delivery of fertilizers.

v)आपके गोदाम में कम्पनी का नाम और पंजीकृत कार्यालय को प्रमुखता से दर्शाते हुए बोर्ड लगाया जाए ताकि संकेत मिल सके कि गोदाम में भण्डारित किए गए उर्वरक कम्पनी के हैं।

v)The Board indicating name and Registered Office of the company should be prominently displayed in your godown to indicate that fertilizers stored in the godown belong to the Company.

vi) किन्हीं अनलोडिंग, स्टैकिंग, डी-स्टैकिंग तथा लोडिंग कार्यों के लिए किसी हुक का प्रयोग न किया जाए। हुक के प्रयोग के लिए एनएफएल द्वारा यथानिर्धारित अर्थदंड प्रभारित किया जाएगा।

vi) No hooks should be used in any unloading, stacking, de-stacking and loading operation. Penalty as *prescribed by NFL* will be charged for use of hooks.

vii) स्टॉक जारी करते समय आप एफआईएफओ विधि का कड़ाई से पालन करेंगे।

vii) While issuing stocks you shall strictly adhere to FIFO method.

viii) आप किसी क्षतिग्रस्त सामग्री को डिस्पैच/वितरित नहीं करेंगे। बाहरी बोरी के छोटे नुकसान को तुरंत रफू किया जाए ताकि सामग्री का नुकसान न हो और अधिक क्षति न होने पाए। जहां उत्पाद या बोरियां बुरी तरह क्षतिग्रस्त हुई हों वहां कम्पनी के संबंधित अधिकारी द्वारा निरीक्षण एवं प्राधिकृत करने के बाद उनका तुरंत मानकीकरण शुरू किया जाए।

viii) You shall not dispatch / deliver any damaged material. Small damages to the outer bag should be mended immediately to prevent loss of material and further damage. Where the material or the bags are badly damaged standardization of same should be taken up immediately after inspection and authorization by the concerned officer of the Company.

ix) रजिस्टर : आप प्रत्येक गोदाम के लिए स्टॉक रजिस्टर रखेंगे जिसमें प्रारंभिक स्टॉक, तिथिवार डिलिवरी, शेष स्टॉक, मार्ग में उत्पाद आदि का पूरा विवरण देंगे। इसके अतिरिक्त आप क्षतिग्रस्त स्थिति में प्राप्त बोरियों की संख्या को दर्शाते हुए एक अलग रजिस्टर रखेंगे जिसमें आरआर संख्या का प्रति-संदर्भ और संयुक्त निरीक्षण रिपोर्टें भी रखेंगे।

ix) Registers : You shall maintain stock register for each godown giving full particulars of opening stock, date-wise deliveries balance stock, material in transit etc. In addition you shall maintain a separate register indicating the number of bags received in damaged condition with cross – reference of RR No. and joint inspection reports.

x)आप अवधि के दौरान की गई डिलिवरी को दर्शाते हुए एक पाक्षिक रिपोर्ट प्रस्तुत करेंगे जिसके साथ इनवॉयस बनाने की सुविधा के लिए निष्पादित डिलिवरी आदेशों/रिलीज़ आदेशों को भी संलग्न करेंगे। आप एक मासिक मिलान रिपोर्ट भी प्रस्तुत करेंगे जिसमें प्रारंभिक स्टॉक, प्राप्ति, डिलिवरी, अंतिम स्टॉक, मार्ग में उत्पाद, मानकीकरण हेतु अपेक्षित उत्पाद, खाली बोरियों के स्टॉक आदि को दर्शाया जाएगा। आरआर संख्या, डिलिवरी आदेश और ईवे बिल आदि के ज़रिए प्रति-संदर्भ उपलब्ध कराया जाए।

x)You shall submit a fortnightly report indicating the deliveries made during the period accompanied by executed Delivery Orders / Release Order to facilitate invoicing. You shall also submit a detailed monthly reconciliation report which will show the opening stock, receipt, deliveries, closing stock, material in transit, material requiring standardization, stocks of empty bags etc. Cross – reference by way of RR No., Delivery Order, e-way bill etc. should be provided.

xi) आप अपने गोदाम में स्टोर किए गए उर्वरकों के साथ-साथ खाली बोरियों की सुरक्षित निगरानी सुनिश्चित करेंगे। उत्पाद को हुई किसी हानि या क्षति के मामले में यूरिया के मामले में रिटेन्शन मूल्य पर, पूल यूरिया के मामले में कम्पनी के इनवॉयस मूल्य पर, और विनियंत्रित उर्वरकों, स्टॉक तथा एनएफएल द्वारा यथा प्रस्तावित भण्डारण रिकार्डों के व्यवस्थित रखरखाव के मामले में एमआरपी जमा सब्सिडी पर वसूली की जाएगी।

xi) You shall ensure safe custody of fertilizers as well as empty bags stored in your godown. In case of any loss or damage to the material recovery will be made at the retention price in case of Urea; Company invoice price in the case of Pool Urea, and MRP plus subsidy in the case of Decontrolled Fertilisers, stocks and orderly maintenance of storage records as prescribed by NFL.

xii) आपके गोदाम में पड़े बिक्री नहीं हुए स्टॉक, जिनके लिए आपको स्वामित्व अंतरित नहीं किया गया है, को आपके द्वारा वाणिज्यिक बैंकों/वित्तीय संस्थाओं को हायपोथिकेट नहीं किया जाएगा।

xii) Unsold stock lying in your godowns for which ownership has not been transferred to you shall not be hypothecated by you with the commercial banks / financial institutions.

xiii) डीलर के गोदाम/गोदाम स्थान का निरीक्षण।

xiii) Inspection of Dealer Godown/Godown space.

xiv) आप योजना के तहत एनएफएल की सामग्री के लिए आपके द्वारा किराए पर लिए गए गोदाम/गोदाम स्थान को एनएफएल द्वारा निरीक्षण के लिए हर उपयुक्त समय पर खुला रखेंगे।

xiv) You shall keep open for inspection by NFL at all reasonable times the godowns / godown space hired by you for NFL material under the scheme.

5. उत्पाद का परिवहन/आपूर्ति : **TRANSPORTATION / SUPPLY OF MATERIAL** :

i) उत्पाद की आपूर्ति एनएफएल के एच एण्ड टी संविदाकारों द्वारा अनुमोदित विक्रय शर्तों के अनुसार स्टॉक अंतरण आधार पर यूनिट/रेक पॉइन्ट/एसडब्ल्यूसी/सीडब्ल्यूसी से सीधे आपके गोदाम/विक्रय पॉइन्ट पर की जाएगी।

i) The supply of material shall be made directly from Unit / Rake Point / SWC / CWC to your Godown/Sale Point on stock transfer basis as per approved sales terms by NFL's H&T Contractors.

एनएफएल, इस तथ्य के होते हुए भी कि एनएफएल के पास नियमित एचएण्डटी व्यवस्था है, किसी सी.एस. को हैंडलिंग एवं परिवहन का कार्य करने के निदेश दे सकता है। आपूर्ति की गई सामग्री को एक्स-रेक/वेयरहाउस आधार पर स्टॉक अंतरित किया जाएगा और उसे

नीचे दिए गए उपबंध के अनुसार रेक हैंडलिंग/परिवहन के लिए क्षतिपूर्ति का भुगतान किया जाएगा, बशर्ते कि सीएस द्वारा एकसमान भाड़ा नीति के अंतर्गत तथा समय-समय पर कम्पनी की अपेक्षानुसार सभी दस्तावेज़ विधि पालन अनुसार प्रस्तुत करने होंगे।

NFL may direct a C.S. to undertake the job of rake handling and transportation irrespective of the fact that NFL has a regular H&T arrangement. The material supplied will be stock transferred on ex-rake/warehouse basis and he will be compensated for rake handling/transportation as provided herein under, provided all the documents be submitted by CS as required under Uniform Freight policy and any other statutory compliance from time to time.

जहां एनएफएल के अपने एचएण्डटी संविदाकार नहीं हैं, वहां सीएस सामग्री के परिवहन के लिए अपनी स्वयं की व्यवस्था करेगा जिसके लिए सीएस को पैरा-7 के अनुसार पारिश्रमिक का भुगतान किया जाएगा।

खुदरा विक्रेता के पॉइन्ट पर आपूर्ति स्टॉक अंतरण आधार पर नहीं होगी क्योंकि इस मामले में सीएस के स्तर पर इनवॉयस तुरंत तैयार करने होंगे।

Where NFL does not have its H&T Contractors the CS shall make his own arrangement for transporting the material for which remuneration will be made to CS as per Para-7.

The supply of material to retailer points shall not be on stock transfer basis as in this case the invoices are to be raised immediately on the CS.

ii)यदि एनएफएल अप्रत्याशित घटना के अलावा किसी कारणवश योजना के अनुसार सीज़न के लिए प्रतिबद्ध मात्रा के बराबर सामग्री की आपूर्ति करने में विफल रहता है, किन्तु आपने योजना की शर्तों के अनुसार जिन महीनों में एनएफएल ने आपूर्ति की है, उनके संबंध में अपने मासिक लक्ष्यों को पूरा किया है, उनके लिए एएम, एसएम और आंचलिक प्रबंधक की सिफारिशों के आधार पर आपको छूट, यदि कोई हो, तो देने पर विचार किया जाएगा।

ii)If NFL fails to supply material equal to the Committed quantity for the Season as per the Scheme due to reasons other than force majeure but you have fulfilled your monthly targets in respect of the months for which NFL made supplies as per the terms of the Scheme you will be considered for, if any, Rebate on the basis of recommendations of AM,SM and ZM.

iii) सीएस योजना के तहत केन्द्रीय स्टॉकिस्ट को आपूर्ति किए गए उर्वरक पर उनके लिए इनवॉयस जारी किए जाने तक एनएफएल का स्वामित्व रहेगा।

iii) The ownership of fertilizer supplied to the Central Stockiest under the CS Scheme shall remain with NFL till the invoices are raised on them.

6.<u>विक्रय प्रक्रिया</u> : **<u>SELLING PROCESS</u>**

i) आप प्रत्येक सीज़न के लिए आपके द्वारा प्रतिबद्ध वोल्यूम के लिए विक्रय योजना कम्पनी की स्वीकृति हेतु एनएफएल को प्रस्तुत करेंगे और एनएफएल द्वारा अनुमोदित विक्रय योजना का पालन करेंगे।

i) You shall submit to NFL sales plan for the volume committed by you for each season for the Company's acceptance and shall adhere to the Sales Plan approved by NFL.

ii)आपके लिए प्रत्येक माह के लिए और सीज़न के लिए प्रतिबद्ध विक्रय लक्ष्य (स्टॉक को आपको बुक करते हुए इसे बिक्री में परिवर्तित करना) निम्नानुसार होंगे :-

ii)The Committed Sales Targets (conversion of stocks into sale by booking the same to you) for you for each month and for the season shall be as under :-

सारणी – 2 (सारणी संख्या 1 में वर्णित सीज़नल प्रतिबद्ध मात्रा के प्रतिशत के रूप में)

TABLE – 2 (As percentage of seasonal committed Qty. mentioned in table no.1)

खरीफ (Kharif)	अप्रैल April	मई May	जून June	जुलाई July	अगस्त August	सित. Sept.	कुल मात्रा Total Qty.
मात्रा एमटी में Qty. in MTs							
Kh-							
Kh-							
Kh-							
रबी (Rabi)	अक्तू. Oct.	नव. Nov.	दिस. Dec.	जन. Jan.	फर. Feb.	मार्च March	कुल मात्रा Total Qty.
मात्रा एमटी में Qty. in MTs							
Rabi-							
Rabi-							
Rabi-							

इन विक्रय लक्ष्यों को क्षेत्रीय प्रबंधक/राज्य प्रबंधक द्वारा संशोधित किया जा सकता है, बशर्ते कि समग्र सीज़नल/वार्षिक योजना अपरिवर्तित रहेगी। यदि राज्य प्रबंधक द्वारा उचित समझा जाए

तो विक्रय लक्ष्यों को ऐसे निर्धारित किया जाए कि वे प्रत्येक माह के लिए बराबर हों।

These sales targets can be modified by the Area Manager / State Manager, subject to the overall seasonal / annual plan remaining unchanged. The sales targets can be fixed such that they are equal for each month if considered appropriate by the State Manager.

iii) प्रत्येक सीज़न की समाप्ति पर, प्रबंधन केन्द्रीय स्टॉकिस्ट के विक्रय प्रदर्शन की समीक्षा के बाद ऑफ-सीज़न प्रोत्साहन की घोषणा करेगा और इसके बाद माह/सीज़न के दौरान श्रेणी-वार उठाई गई मात्रा पर स्वीकार्य, यदि कोई हो, तो ऑफ-सीज़न प्रोत्साहन घोषित करेगा।

iii) At the expiry of the each season, the Management shall declare off-season incentive after review of sales performance of the Central Stockiest and there after declare off-season incentive admissible, if any, on quantity lifted, during the month/season.

ख) इनवॉयस बनाने और भुगतान की शर्तें।

b) Invoicing and payment terms.

i) पार्टी के गोदाम से बिक्री मात्रा के लिए इनवॉयस आई एफएमएस के लिए दिन-प्रति-दिन के आधार पर सूचित की गई बिक्री के अनुसार बनाए जाएंगे।

i) The invoicing for the sale quantity from party's godown shall be done as per the sale reported on day to day basis for iFMS.

ii) स्टॉकिस्ट के देय तिथि के भीतर भुगतान करने में विफल रहने की स्थिति में, उसे एनएफएल के कैश क्रेडिट पर बैंक दर के अतिरिक्त 2% की दर से ब्याज का भुगतान करना होगा और इसे विलंबित भुगतान पर सीएस से प्रभारित किया जाएगा।

ii) In case the 57stockiest fails to make the payments within the due date, he shall be liable for payment of interest @ 2% over and above the bank rate on cash credit of NFL from the CS on delayed payment.

iii) आपके आग्रह पर यूनिट/रेक-पॉइन्ट/एसडब्ल्यूसी/सीडब्ल्यूसी से खुदरा विक्रेता को आपूर्ति की गई मात्राओं के लिए इन्वायस तुरंत आप पर बनाए जाएंगे, क्योंकि एनएफएल खुदरा विक्रेता पॉइन्ट पर कोई स्टॉक नहीं रखेगा।

iii) For quantities supplied to the retailer from Unit/Rake-point / SWC / CWC at your instance the invoices will be raised immediately on you, as NFL will not hold any stock at the Retail Points.

iv) संविदा के चालू रहते समय-समय पर एनएफएल द्वारा अनुमोदित विक्रय शर्तें आप पर इन्वॉयस बनाने का आधार होंगी।

iv) Sales terms approved by NFL from time to time during the currency of the contract shall be the basis for raising of invoices on you.

v) डीलर/थोक विक्रेता केवल उन खुदरा विक्रेताओं को सामग्री की बिक्री करेगा, जिनके पास पीओएस है और यह सीएस डीलर का उत्तरदायित्व होगा कि उत्पाद की पीओएस के माध्यम से पावती दी जाए/बिक्री की जाए जिसमें विफल रहने पर सीएस डीलर से सब्सिडी सहित उत्पाद की पूर्ण राशि की वसूली कर ली जाएगी।

v) The dealer/Whole seller shall sell the material to those retailers only, who are having POS and it will be responsibility of CS dealer to get the material acknowledged and sold through POS failing which full amount of material including subsidy shall be recovered from the CS dealer.

7.<u>क्षतिपूर्ति</u> : **<u>COMPENSATION</u>**

स्टॉकिस्ट पारिश्रमिक के निम्नलिखित में से प्रत्येक आइटम के लिए सीज़न की प्रत्येक तिमाही की समाप्ति से 12 दिन के भीतर (प्रत्येक सीज़न में दो बार) अंतिम दावा प्रस्तुत करेगा ताकि हर प्रकार से प्रक्रिया पूर्ण कर भुगतान जारी किया जा सके।

The stockist shall submit the final claim on account of each of the following items of remuneration within 12 days from the close of each quarter (twice in each season) of the season for processing and release of payment complete in all respect**.**

क) प्रबंधन के निर्णय के अनुसार प्रतिभूति जमा (नकद) पर साधारण ब्याज देय होगा। ब्याज की दर में कम्पनी की नीति के अनुसार परिवर्तन किया जा सकता है। यदि डीलर की सीएसएस का पुनर्नवीकरण नहीं होता तो प्रतिभूति पर मौजूदा संविदा की समाप्ति के बीच की मध्यवर्ती अवधि के लिए ब्याज की अनुमति नहीं होगी।

a)The security deposit (cash) shall carry simple interest per annum as decided by the management. Interest rate may be changed as per Co. policy. Interest on security shall not be allowed for the intervening period between the expiry of the existing contract if the dealer CSS is not renewed.

ख) भण्डार स्थान के लिए क्षतिपूर्ति।

b) **Reimbursement for Storage Space**.

1.आपको सम्पूर्ण आरक्षित स्थान के लिए भण्डारागार के किराए की क्षतिपूर्ति के रूप में 20/- रुपए पीएमटी की राशि दी जाएगी।

• An amount of Rs.20/-PMT per month shall be compensated to you towards warehouse rent for the entire reserved space.

ii)आपको आरक्षित स्थान के अतिरिक्त किसी भण्डारण के लिए वास्तविक आधार पर 20% अधिक की सीमा तक की प्रतिपूर्ति की जाएगी।

ii)You will be reimbursed on actual basis limited up to 20%. For any storage over and above the reserved space.

ग) प्रबंधन द्वारा समय-समय पर की गई घोषणा के अनुसार ऑफ-सीज़न प्रदर्शन बोनस, यदि कोई हो, तो देय होगा।

c) Off-Season performance bonus, if any shall be payable as declared by the Management from time to time.

घ) मैटीरियल हैंडलिंग के लिए क्षतिपूर्ति। एचएण्डटी का कार्य करने के लिए सीएस योजना के अनुसार लागू मैटीरियल हैंडलिंग प्रभार की क्षतिपूर्ति की जाएगी।

d) **Compensation for Material Handling.** Compensation of material handling charges shall be applicable as per CS Scheme for undertaking jobs of H&T.

i) एनएफएल उत्पाद को खुदरा विक्रेता के विक्रय पॉइन्ट तक डिस्पैच की प्रक्रिया में आपको गोदाम पर मैटीरियल हैंडलिंग के लिए निम्नानुसार क्षतिपूर्ति की जाएगी :-

i) You shall be Compensated for material Handling at Godown in the process of dispatch of NFL product to retailer's sale point as follows ;-

ii) वर्ष के दौरान (सीज़नवार) यूरिया की बिक्री की गई वास्तविक मात्रा पर ही 40/- रुपए पीएमटी की दर से मैटीरियल हैंडलिंग प्रभार देय होगा, चाहे यूरिया की बिक्री आपके द्वारा प्रतिबद्ध मात्रा से अधिक भी हो ।

ii) Material Handling charges shall be payable on Urea @ Rs.40/-PMT towards material handling on the actual quantity sold during the year (season wise) irrespective of whether such quantities exceed the committed quantity by you.

iii) खुदरा व्यापारियों को की गई आपूर्तियों पर सीएस के आग्रह पर मैटीरियल हैंडलिंग प्रभार देय होगा और ऐसे मामलों में इनवॉयस सीएस के नाम से बनाया जाएगा।

iii) Material handling charges shall be payable on Urea on the supplies made from CS godown to the retailers at the instance of the CS and invoicing in such cases will be done in the name of the CS.

ड.) **परिवहन प्रभारों की क्षतिपूर्ति ;- Compensation of Transportation Charges**

परिवहन प्रभारों के लिए क्षतिपूर्ति सी.एस. योजना के अनुसार किए गए उपबंध के अनुसार देय होगी और जो समय-समय पर एनएफएल द्वारा अनुमोदित की जाएगी बशर्ते कि सीएस द्वारा एकसमान भाड़ा नीति के तहत तथा समय-समय पर कम्पनी द्वारा यथापेक्षित सभी दस्तावेज़ प्रस्तुत किए जाएंगे।

Compensation for transportation charges will be payable as provided as per C.S. Scheme and which is approved by NFL from time to time provided all the documents shall be submitted by CS as required under Uniform Freight Policy and Company from time to time.

8. **<u>अन्य शर्तें</u>** : **<u>OTHER CONDITIONS</u>**

i) आप कम्पनी की लिखित पूर्व सहमति के बिना टाइटिल को किसी अन्य व्यक्ति को उप-ठेके पर नहीं देंगे अथवा अंतरित नहीं करेंगे।

i) You shall not sub-let or transfer title to any other person without the prior written consent of the Company.

ii)आप कम्पनी द्वारा समय-समय पर जारी सभी विधिक् निर्देशों का पालन करेंगे।

ii)You shall abide by all lawful instructions issued by the Company from time to time.

iii) आप दुकान एवं स्थापना अधिनियम, एफसीओ, ईसीए और भार एवं माप अधिनियम के तहत नियमों एवं विनियमों का तथा भारत सरकार, राज्य सरकार, म्यूनिसिपल या अन्य स्थानीय निकायों द्वार समय-समय पर लागू/अधिनियमित किए गए अन्य कानूनों/नियमों एवं विनियमों का पालन करेंगे।

iii) You shall comply with the rules and regulations under the Shop and Establishment Act, FCO, ECA and Weights and Measures Act and other laws / rules and regulations in force / enacted from time to time by the Government of India, State Government, Municipal or other local bodies.

iv) विभिन्न शीर्षों की क्षतिपूर्ति को कम्पनी नियम के अनुसार परिवर्तित किया जा सकता है।

iv) Compensation of various head may be changed as per Company rules.

9.**समापन** : **TERMINATION**

केन्द्रीय स्टॉकिस्ट का प्रदर्शन संतोषजनक नहीं पाए जाने की स्थिति में, एनएफएल के पास कोई भी कारण बताए बिना संविदा को समाप्त करने का अधिकार सुरक्षित है और ऐसी घटना के होने पर समानान्तर केन्द्रीय स्टॉकिस्ट की नियुक्ति की जा सकती है। एनएफएल के पास इस प्रकार से अन्य स्टॉकिस्ट को संविदा सौपने में आयी अतिरिक्त लागत की वसूली करने का अधिकार सुरक्षित है।

In case the performance of Central stockist found unsatisfactory, NFL reserves the right to terminate the contract without assigning any reason whatsoever and may appoint a parallel Central Stockist in such an event NFL reserves the right to recover the additional cost so incurred in entrusting the contract to another stockiest.

10. **स्टॉक का बीमा** : **INSURANCE OF STOCKS**

i) उन स्टॉकों के संबंध में जिनका स्वामित्व आपको अंतरित नहीं किया गया है, एनएफएल द्वारा बीमा कवर लिया जाएगा।

i) Insurance cover shall be taken by NFL in respect of stocks of fertilizers for which ownership has not been transferred to you.

(एनएफएल के प्राधिकृत प्रतिनिधि के हस्ताक्षर)

कम्पनी की मुहर _____

एनएफएल केन्द्रीय स्टॉकिस्ट की पावती

मैं एनएफएल केन्द्रीय स्टॉकिस्ट के रूप में आपके नियुक्ति प्रस्ताव (दिनांक का पत्र संख्या की प्राप्ति की पावती प्रेषित करता हूं और उसमें निहित निबंधन एवं शर्तों को स्वीकार करता हूं।

I acknowledge receipt of your offer of appointment as NFL Central Stockiest (Letter No.__ _____dated _____ and accept the terms and conditions contained therein.

मुहर सहित सीएस के हस्ताक्षर

(सभी भागीदार)

सीएस का नाम एवं पता

ANNEXURE - III

Area Manager,

National Fertilizers Limited,

Area Office _____

LETTER OF ACCEPTANCE OF OFFER OF APPOINTMENT

I _____ son of Shri _____resident of _____

Proprietor / Partner of M/s. _____ being the authorised signatory of the Firm / Proprietor Firm undertake and acknowledge the receipt of offer of appointment as CSS Wholesale Dealer letter NO._____dated _____ for the year _____

_____

SIGNATURE OF AUTHORISED SIGNATORY

(With Seal)

NOTE : The above proforma should be typed on Party's letter head pad only.

ANNEXURE - IV

CENTRAL STOCKISTS AGREEMENT

This Agreement made and entered into this…….. day of ……by and between NATIONAL FERTILIZERS LIMITED a Public Sector Undertaking having its Registered Office at Scope Complex, Core-III, 7- Institutional Area, Lodhi Road, New Delhi-110003 hereinafter termed NFL on the one part and M/s…….of ……. Hereinafter referred to as the Central Stockiest (CS) (which term shall mean and include, wherever the context so permits the heirs, assigns, successors and administrators of the other part.

WITNESSETH

Whereas NATIONAL FERTILIZERS LIMITED has agreed to appoint M/s ……. as a Central Stockists (CS) on a non exclusive basis in the ……. Mandi of ……District of _____State subject to the terms and conditions mentioned hereinafter.

1.0 VALIDITY PERIOD OF CONTRACT

The CS Agreement shall be valid and effective between the parties from 01.04._____ to 31.03._____, unless otherwise terminated as provided herein after. NFL reserves the right to extend further the period of this agreement on same terms and conditions as stated in this agreement on being offer made by the CS / dealer.

2.0 PRODUCTS

NFL shall offer for sale in addition to Kisan Urea and other products manufactured and imported and marketed by it from time to time, in the name of NFL or other suppliers.

3.0 PACKING

The size quantity, weight and volume contained in each packing of Kisan Urea and other products and the packing material used shall be as deemed appropriate by NFL.

4.0 QUANTITY COMMITMENT BY THIS AGREEMENT :-

(a) The CS shall lift by rake loads/road dispatches from Nangal, Bhatinda, Panipat & Vijaypur and also ex W/H supplies of the mandatory annual quantity of _____ MT per year of NFL's Kisan Urea. The Committed quantity may also be distributed season wise as under:-

Kharif_____ MT

Rabi _____ MT

And the CS is also required to lift the mandatory minimum _____ MT per month of Kisan Urea during the contract period.

(b) The quantity dispatched by NFL to the CS from Nangal / Panipat / Bhatinda / Vijaipur or from its warehouses in _____State shall be deemed as sale.

(c) The quantity of Kisan Urea and other products that NFL supply to the CS against his oral/written indent shall be subject to the availability of the products and NFL's sales programme. The CS shall have no claim against NFL for non-acceptance of the whole or any part of the quantities indented by him/her orally or in writing.

(d) The CS shall mandatorily stock at least the minimum committed quantity of _____MT per month of NFL's Kisan Urea for which NFL would pay Inventory Carrying Cost.

5.0 PRODUCT RELEASE

NFL District Officer shall issue to the CS delivery order specifying the quantity of Kisan Urea and other products authorized for delivery to the CS from Nangal/Bhatinda/Panipat/Vijaypur its designated warehouse. The CS acceptance the release of Kisan Urea and other products by NFL shall sign on all copies of the delivery order.

6.0 PRICE

NFL shall have the right to fix and revise the prices at which the CS shall pay for Kisan Urea and other products purchased by the committed dealer and the maximum consumer prices at which these products shall be sold by such CS to the consumers.

PRICE DISCIPLINE IN THE MARKET

It is further agreed between the parties that M/s …….. will sell to its CS Kisan Urea on the standard terms and conditions decided from time to time by the Industry in its meetings, and such price shall be in strict conformity with Government of India norms and for all violations M/s ……. will be directly responsible to the Government of India. FICC norms are to be strictly followed and in the case of any price violations by manufacturers this will be brought by M/s …….. to the attention of NFL for corrective action and no arbitrary decision will be taken by M/s..... in violation of any price discipline.

NFL shall intimate from time to time the price ruling of the products and it is agreed and understood by the parties that these prices shall be charged by the CS to its sub-Wholesale Dealer and shall be in conformity with the Government regulations. Price ruling on the date of delivery will be applicable in all cases.

All price revisions, taxes, duties and levies leviable or chargeable or levied or charged by Central or State Government or other local body from time to time and in force shall be payable by the CS from the dates such price revisions/taxes/ duties/levies are made applicable, whether communicated to the CS separately by NFL or not and whether the taxes/duties/levies in addition to the revised prices/taxes/duties/levies aforesaid are above the notified prices, The CS shall always pay all such price revisions/taxes/duties/levies whatsoever as and when applicable.

7.0 AREA OF OPERATION

M/s …… agree that they shall operate in ……Mandi of ……. District of _____State.

It is further agreed by NFL and M/s ……. that NFL may on its own decrease, increase, reduce, restrict or otherwise alter the said territory at any time and appoint one or more CS for the same territory as per the convenience and exigencies of circumstances.

Further NFL shall have the right to appoint other CSS Wholesale Dealer, maintain its own selling points and supply its products direct to Government Agencies, Cooperative Societies etc. in the areas allotted for the CS.

8.0 DELIVERY

8.1 NFL shall instruct warehouse operators for issue of the products to the CS against production of valid delivery order issued by NFL. In the event of loss of original delivery order the CS shall comply with the following provisions for obtaining duplicate delivery order.

A) The CS will make a written request for the issue of duplicate delivery order and explain the circumstances under which the original was lost.

B) The CS will submit 'Guarantee' for credit from any person/associate of the said stockiest for the amount of credit.

C) The CS shall surrender the original delivery order to NFL should it be traced later.

8.2 The method and place of delivery order shall be determined
and communicated by NFL to the CS from time to time.

8.3 Delivery of products against delivery order shall be arranged by NFL as soon as practicable.

8.4 a) The title to and risk of loss of the products delivered to the CS shall pass on to the CS upon obtaining of acknowledgement and in the case of supplies Ex-Rake the

title to and the risk of loss of the products delivered shall pass on the CS on handing over of the RR (Railway Receipt) to such CS.

b) Book Transfer: In case the product due for delivery to the dealer has been transferred to the CS account at the NFL field warehouse at the instance of the CS, the title to and risk of loss of such transferred products shall be deemed to have passed on to the CS upon obtaining acknowledgement.

8.5 Charges for loading at NFL field Warehouse shall be borne by NFL.

a) Charges for loading at CS Centers shall borne by CS.

8.6 In the event of a dispute in respect of any delivery of the products made, each party shall have the right to inspect and examine at all reasonable times the relevant records of the other party pertaining thereto.

8.7 It is agreed and understood between NFL and CS that NFL does not guarantee dispatch of products within any specified period and shall not be responsible for any loss arising out of delay in dispatch or for any reason whatsoever including conditions of force majeure, strikes, lock-out, labour disturbances, civil commotion, non-availability of wagons or transport, shortage of raw material, fire etc. or for any other reasons whatsoever beyond the control of NFL.

8.8 NFL reserves the absolute right to decide its manufacturing programme and shall be entitled to discontinue manufacture/marketing of all or any of the products, referred to herein without incurring any liability or obligation whatsoever to the dealer or retailer or any customer or dealer or retailer.

8.9 This agreement shall be construed as severable as to the monthly deliveries so that the deliveries for each month shall be deemed as separate contract and the default in delivery for any one month shall not invalidate this agreement in respect of other deliveries.

9.0 PAYMENT

9.1 The CS shall pay for the material sold to him by NFL by way of demand draft as soon as the delivery order is issued to him, if the sale is on cash and carry basis and in the event of sale to him on credit basis he will pay to NFL for the material sold to him by way the Demand Draft on the due date after the expiry of the credit period.

9.2 Products delivered to the CS will be charged at the prices prevailing or applicable on the date of delivery of issue of goods by NFL for such products.

9.3 Notwithstanding the above, the CS shall have to give to NFL two postdated cheques for the full value of the material at prevailing MRP supplied to you on credit, alongwith as Affidavit and Promissory Note, which shall be deposited by NFL for collection of the amount if the CS fails to pay the price of the fertilizers purchased by him through DD within the period of credit permitted by NFL immediately on the expiry of such period and in case the said cheque is dishonoured by the banker the of CS, NFL will be entitled to initiate all the legal remedies available under criminal or civil laws.

9.4 The CS shall arrange for payment to NFL on the due dates, failing which a penal interest @ 2% per annum over the Bank rate shall be charged from the CS for delay in payment. The Bank rate at the beginning of the financial year shall continue as the basis for such calculations irrespective of any changes made during the year.

9.5 Should NFL omit or fail to invoice the CS through oversight, or for any reason whatsoever, for the products delivered to the CS NFL shall have the right to invoice such CS any time thereafter.

9.6 In consideration of NFL extending the credit facilities over and above the Bank Guarantee, Deposit Limit, the CS hereby agrees and undertakes at all times to indemnify same and keep NFL free from harm for any default towards payments and proceedings likely to be taken by NFL to realise the value with penal interest there on and other incidentals if any, to the extent of the credit allowed and beyond the Bank Guarantee / Deposit Limit.

9.7 Invoicing of the sale quantity from your godown shall be done as per sale reported on day-to-day basis for Fertilizer monitoring system**.**

10.0 PROMOTION

The CS shall promote the sales of Kisan Urea and other products mutually decided from time to time and by distribution and exhibition of the printed literature, posters and Wholesale Dealer / signboards supplied by the NFL to the CS.

11.0 REMUNERATION

11.1 An amount of Rs.20/- PMT per month shall be compensated to the CS towards warehouse rent for the entire reserved space.

11.2 Off Season Incentive : It is further agreed between the parties that NFL shall pay to M/s _____

Off Season Incentive on quantity lifted during off season months as to be declared by Management at the end of each session.

11.3 Handling cost: Handling costs shall be paid to the CS as decided by NFL from time to time.

11.4 The CS will be entitled at all commissions/rebates and benefits of scheme for NFL Wholesale Dealer that are in operation during the contract period.

11.5 NFL at its option shall fix, revise and notify from time to time the commission and rebates payable to the CS on the sales of each product.

11.6 In case of rake handling and transportation undertaken through CS, whether authorized H&T contractor exists or not, the CS shall be compensated for rake handling / transportation as per Company's policy from time to time. The CS shall submit documents as required under uniform freight policy and by the Company from time to time as per requirement.

12.0 TRADE MARK

12.1 The CS shall use the NFL trademark only to the extent required to identify, advertise and sell Kisan Urea products. The CS shall neither mix, blend, dilute or

contaminate any bag of Kisan Urea for any purpose not covered in this agreement. NFL shall have the right at all times to inspect the products in the possession of the CS and also in the possession of the Wholesale Dealer /, branches/sub Wholesale Dealer if any to ensure that all conditions and statutory obligations are duly complied with and to determine adherence to quality and trade mark authorisation.

12.2 Upon termination of the agreement, for any reason whatsoever, the CS shall immediately cease using the NFL trade name and trademark and shall refrain from authorising others to use such trade name and trademark. Pursuant to this obligation, the CS shall cease holding himself out as an authorised NFL CS. The CS is also required hereinafter, at his expenses to turn to NFL all signs, labels and other advertisement and materials supplied to him by NFL that bear/display NFL's name and trade mark.

12.3 The CS shall also at his expense, delete or obliterate NFL trade mark from any other of his signs, stationary, printed material and the like.

12.4 NFL shall make any change in its trademark and trade name, which is used on and for the products manufactured and marketed by it, as it may consider necessary.

13.0 WARRANTY AND CLAIMS

13.1 The CS's claim for defective packaging/defective product/shortage of any product or for any other reason shall be made in writing to NFL Area Office assigned to the area of the CS within the prescribed time and in the manner stipulated by NFL from time to time.

13.2 NFL shall have the right to inspect the CS's stocks and premises as it deems necessary to determine the validity of such claim and the CS shall give the opportunity to NFL to make such inspection of the CS's stocks and premises as deemed necessary by NFL to determine the validity of the claim of the CS.

13.3 No claim by either party for indirect, consequential, and or remote damage shall be entertained.

14.0 GENERAL

14.1 DEPOSIT :- This appointment as CS subject to the CS making a security deposit of Rs._____ lacs in words (Rupees……) with NFL in the form of Demand Draft drawn in favour of NFL .

NFL shall have the right to appropriate the aforementioned deposit for any breach of contract or failure to perform as per the contract on the part of the CS without prejudice to other remedies available to it and when so appropriated, the CS shall replenish the amount so appropriated. On expiry of the CS Agreement unless extended mutually, NFL shall refund the security deposit along with _____ % simple interest which shall be subject to RBI guidelines, after due adjustment of any final claims that NFL may have against the stockiest.

14.2 NFL has the right at any time and from time to time to appoint Wholesale Dealer , wholesalers, marketers or any other agency to sell and distribute Kisan Urea products, besides, selling and distributing directly in the area(s) of the dealer's operations.

14.3 The CS shall comply with the rules, regulations and the procedures of the Essential Commodities Act 1955 the Fertilizer (Control) Order1985, the Fertilizer (Movement Control) order 1973, the packaged commodities (Regulations) order 1957 and of any future date and any amendments made thereto from time to time. The dealer shall in particulars comply with the provisions related to licenses, licenses fee, storage facilities, records, submission of returns and reports inspection by authorised officials prices, quality of agricultural inputs and packages and other directives/laws/regulations that may be brought in to force from time to time.

It is agreed and understood between the parties that NFL shall not, in any manner, whatsoever be responsible or liable for any violation of any law, regulation or direction that may be in force or may be brought into force during the course of this agreement.

14.4 a) It is agreed that this agreement is personal agreement between the CS and NFL and no assignment to transfer of the agreement or any interest or right therein shall be made by the CS without the prior written consent of NFL.

b) In case there is any change in the constitution of CS's firm as to the partnership deed or in the Board of directors or in any other way, the dealer shall notify to NFL in writing such a changes within one week from the date of such changes, NFL shall have the right to continue this agreement or enter into a fresh agreement with the dealer or terminate this agreement consequent to the changes in the constitution of the CS's firm. Any liabilities contracted before of receipt of information by NFL, shall be binding on and at all time on all existing and prevalent partners / Board of Directors.

14.5 The dealer shall maintain proper account for all Kisan Urea/CA products purchased and sold either directly or through the CS's agents / sub-Wholesale Dealer..

14.6 The NFL representatives shall from time to time call on the CS in order to keep NFL informed about the marketing conditions and evaluate the effectiveness of CS's contribution to the overall marketing programmes. The CS shall from time to time and as required by NFL provide all information on all fertilizer products handled by him.

14.7 This agreement is deemed to be a principal-to-principal contract and the CS shall at all times act on his own behalf and for his account.

14.8 The CS shall indemnify save and keep NFL harmless from any or all claims, charges, costs, expenses or other consequences arising from any action, the deed occurrence or omission on his part or by other person or persons claiming to act on his behalf.

14.9 NFL shall continuously throughout the term of this agreement survey and evaluate the performance of all the CSs. The criteria for such evaluation of the performance of each CS shall be the degree of his compliance with the obligations set forth in this agreement and the effectiveness thereof.

14.10 NFL may direct a CS to undertake the job of rake handling and transportation irrespective of the fact that NFL has a regular H&T arrangement, the material supplied will be stock transfer on Ex-rake / Warehouse basis and he will be compensated for rake handling / transportation as provided herein all the documents shall be submitted by the CS as required under uniform freight policy and Company from time to time.

15.0 TERMINATION

NFL shall be entitled to terminate this contract with the CS without notice to the CS, if any of the conditions contained herein are contravened by the CS or any of the information furnished in CS application is found to be not true or if the CS is suspected of indulging in trade practices detrimental to the interests of NFL.

16.0 FORCE MAJEURE

Any default or failure to supply products by NFL shall not give rise to any claim for damages against NFL if and to the extent caused by force majeure or matters beyond the reasonable control of NFL including but not limited to cause or acts of God, acts of Governmental Authority, strike or other concerted acts of workmen, ricts, floods, explosions, breakdown of plant/machinery, extraordinary severe weather conditions, civil commotion etc.

17.0 ARBITRATION

All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach shall be referred to Sole Arbitration of Director Marketing or his nominee whose decision shall be final and binding upon both the parties. The proceedings shall be held in accordance with the provision of India Arbitration and Reconciliation Act 1996 or any statutory modification or re-enactment thereof. Such arbitration proceedings shall be held at

Noida or the place decided by the arbitrator and the proceedings shall be conducted in English/Hindi language.

In the event of the sole arbitrator dying, neglecting or refusing to act or being unable to act for any reason whatsoever, it shall be lawful for the Director (Mktg.) to nominate another person in place of the outgoing arbitrator to act as Sole Arbitrator.

The arbitrator appointed shall as far as practicable proceed from the stage where it was lift by the outgoing arbitrator.

Both the parties shall continue to perform their obligation under the contract irrespective of the fact that a certain disputes has been referred to arbitrator or is pending before any court for adjudication.

18.0 JURISDICTION

The Court at Chandigarh / Bhopal / Lucknow/ Hyderabd shall have exclusive jurisdiction in exclusion to all other Courts / Courts irrespective of the territorial and pecuniary jurisdiction.

19.0 COMMUNICATION

19.1 Notices and communications to be given to NFL **State** Office/District Office shall be given in writing to the assigned **State** Office/District Office.

19.2 Either party may change its address by making written notices to the other party.

19.3 Each party hereto agrees to prevent unauthorised disclosure to third parties of any confidential information that it may receive from other party hereunder or its employees in the course of performance under this agreement or prior thereto.

IN WITNESS THEREOF the parties have set their hands on the day, month and year mentioned above.

In the presence of witnesses:

Witness name & address.

1._____ 2._____

_____ _____

(Authorised Signatory)

(Name of the Organization and seal)

CS's Signature.

ANNEXURE – V

Bank Guarantee Bond for Security Deposit
(To be used by approved scheduled Bank)

BANK GUARANTEE NO.: _____
AMOUNT OF BANK GUARANTEE: _____
GUARANTEE COVDER FROM : _____TO _____
LAST DATE FOR DEMAND OR CLAIM OF BANK GUARANTEE _____
(Lodgment period is three months after the validity period)

In consideration of the National Fertilizers Limited _____ (hereinafter called NFL) having agreed to exempt M/s_____ (hereinafter called the said CSS Dealer) from the demand, under the terms and conditions a Contract No._____ dated _____ executed between NFL and CSS Dealer for the supply of fertilizers (hereinafter called 'the said contract') of security deposit for the due fulfillment by the said CSS Dealer (s) of the terms and conditions contained in the said Contract on production of a bank guarantee for Rs._____/-(Rupees _____ Lakhs).

1. We _____Bank (hereinafter referred to as 'the Bank') do hereby undertake to pay the NFL an amount not exceeding Rs._____ against any breach by the said CSS Dealer of any of the terms & conditions contained in the said contract.

2. We _____(Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from NFL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NFL by reasons of any breach by the said CSS Dealer or any of the terms & conditions contained in the said Contract or by reasons of the CSS Dealer failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due & payable by the bank under this guarantee. However, our

liability under this guarantee shall be restricted to an amount not exceeding Rs. _____).

3. We _____(Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of NFL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till NFL (Office/Department) certifies that the terms and conditions of the said contract have been fully and properly carried out by the said CSS Dealer and accordingly discharge the guarantee unless a demand or claim under this guarantee is made on us in writing on or before the _____viz last date for demand or claim of Bank Guarantee, we shall be discharged from all liability under this guarantee thereafter. Demand / claim period is **three months** after the validity of the Bank Guarantee.

4. We _____(Bank) further agree with the NFL that NFL shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said CSS Dealer from time to time or to postpone for any time or from time to time any of the powers exercisable by the said CSS Dealer and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said CSS Dealer. However, for any for-aberrance, act or omission on the part of NFL or any indulgence by the NFL to the said CSS Dealer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We _____(Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of NFL in writing.

6. We _____(Bank) undertake to confirm the issuance of this Bank Guarantee through SFMS Code directly to the NFL

Banker, i.e. ICICI Bank Ltd.,K1, Senior Mall, Sector-18, NOIDA, U.P.,201301, IFSC Code-ICIC0000031, as per following details:

i) IFN 760 COV for issuance of Bank Guarantee.
ii) IFN767 COV for amendment of Bank Guarantee.
iii) Issuing Bank shall mention IFSC code as ICIC0000031 in field 7035of IFN 760 COV/IFN 767 COV.
iv) Issuing Bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/IFN 767 COV.

Date _____ date of _____ year _____ .

For _____Bank

(Indicate the name of the bank)

Notes:-
(These notes are for guidance only and Not to be typed in Bank Guarantee.)

1. BG No. shall be stated on each of BG with sign and seal of Bank.
2. All additions / deletions / corrections shall be specifically signed and sealed by the Bank.
3. BG shall be executed on a non judicial stamp paper of appropriate value.
4. Non judicial stamp paper shall be in the name of the Bank executing the B.G.
5. BG should be executed on or after the date of purchase of non judicial stamp paper and execution of BG should not be ante dated from the date of non judicial stamp paper.
6. BG not as per this proforma will not be accepted.

ANNEXURE - VI

CREDIT APPLICATION FORM

Date_____

1) Name of Dealer / Institution / Corporate Bodies _____
2) Code No. _____
3) Address _____
4) Pin-code _____
5) Telephone No. _____
6) Location of Wholesale Dealerhip _____
7) Constitution Proprietor/ Partnership/ HUF/Private Limited /Public Limited/Cooperatives
8) Wholesale Dealerhip is operation since_____(Date)
9) Name & Residential Address of signatory.

Name	Address	Mobile Number

(Attach copy of Partnership deed, Rules of the Institution, Memo & Article of Association of Corporate Body, copy of Board/Governing Body's Resolution in case of an Institution/Corporate Body as applicable)

10) Total Investment in Business and % share of each partner

Name of the Partner	Investment (Rs. Lacs)	% Share

11) Turnover Last 3 years:

Product	Quantity in (MTS)			Value (Rs. In'000)		
	Year-I	Year-II	Year-III	Year-I	Year-II	Year-III
Urea						
DAP						
NPK						
MOP						
Total						

(Attach copy of Balance Sheet for 3 years)

12) Limits sanctioned and Availed from Bank

a) Name of bank _____

b) Branch Address _____

c) Account Number _____

Limits	Sanctioned	Availed (Latest Year) Rs. In'000
Pledge		
Hypothecation		
Clean Overdraft		
L.C		
B.G		

Others		

13) Margin Money Deposited into Bank (Rs. in'000) _____

14) Security for Bank Credit (Estimated value in Rs.'000) _____

i) Stocks _____

ii) Accounts Receivable _____

iii) Share certificates _____

iv) NSCs and other securities _____

v) Immovable properties _____

15) Immovable property standing in the names of partners (Outside Business)

S.No.	Name of Partners	Description of Property	Area	Estimated value (Rs. In lakh)	Address with Identification number

(Attach – Valuation Certificate of approved valuers wherever possible)

Facilities availed from other companies

Name of Company	Product	Maximum Credit Availed at any point of time in preceding years	Nature of Credit Secured/partly secured	Amount outstanding over 6 months

Credit Facility requested (Rs. In '000) _____

Sundry Debtors-Amount Due (Last 3 years as per Balance Sheet)

Year Amount (Rs. In .000)

Year-I…. Rs._____

Year-II…. Rs._____

Year-III… Rs._____

Amount Recoverable over 6 months:

(Attach Balance sheet for 3 years)

Profit / Loss in the last 3 years

Year	Profit / Loss (Rs. in '000)
Year-I	
Year-II	
Year-III	

Attach Bank Reference in a sealed Envelope or Letter Addressed to your Banker authorizing the company to collect such information as required.

Undertaking:

i. We will notify any change in the constitution within one week of such change. We hold ourselves individually and severally responsible for any liability arising out of supplies on credit.

ii. We agree to pay overdue interest as notified by the company time to time for delayed payments

iii. We hereby authorize the following whose specimen signatures are attested below for carrying out all business transactions.

Name	Designation	Signature

Signature of all Partners / Proprietor / Authorized Signatory

Name of Partner	Signature

Comments from field staff (Two levels of officers) _____

Quantity lifted during last one year

Product	Quantity in (MT)

Quantity lifted during off season months _____

Payment pattern Prompt / Satisfactory / Unsatisfactory

Financial dealing with other companies Good / Satisfactory / Unsatisfactory

Any Activity/Habit of Dealer which will have an impact on repayment capacity

Estimated sales product wise for next one year

Product	Quantity in (MT)	Value (Rs. In 000)

Maximum Single lifting (Estimated)

Product	Quantity in (MT)	Value (Rs. In 000)

Credit limit Recommended

Secured – B.G. _____(Rs. In lakh)

L.C. _____(Rs. In lakh)

Party secured credit _____(Rs.in lakh)

Security Deposit against credit _____(Rs. In lakh)

Limit valid upto _____

Signature of initiating office _____

Signature of Supervisor _____

Comments from finance _____

Authorised Signatory _____

Name _____

Designation _____

Date:

Credit limited Approved _____(Rs.in lakhs)

(Authorised Signatory)

ANNEXURE - VII

To,

NATIONAL FERTILIZERS LIMITED

A-11, SECTOR- 24,

NOIDA.

Sub: Submission of Cheques and Affidavit as security for availing Credit in CSS for the Year _____

Dear Sir,

Kindly find enclosed herewith Cheques with following details:

Cheque No	Cheque date	Cheque Amount (Rs.)	Bank name

Above cheques are being submitted as security under party code …….. from our Account No……Bank……affidavit against availing credit facilities under our CSS M/s_____ for the year _____

Thanking you. **Yours faithfully,**

(Proprietor / Partner/ Director)

SEAL OF THE FIRM

Party code ……

Place
Date:

NOTE : The above proforma should be typed on Party's letter head pad only.

Annexure - VIII

AFFIDAVIT

I / We _____S/o _____, Partner of M/s_____Resident of House No. _____do hereby solemnly affirm and declare as under :-

1. That M/s _____ has been appointed as dealer of the National Fertilizers Limited (hereinafter called as NFL) for the area_____ with the dealer Code No. _____.
2. That the deponent is a Partner/Sole Proprietor of M/s _____.
3. That M/s _____ dealer of the NFL has requested for credit facility for a total amount of Rs._____against the supplies of fertilizers, to which the NFL has agreed to provide credit facility against security to the tune of Rs._____.
4. That the post dated cheque No. _____dated _____ drawn on _____ branch at _____ for a sum of Rs._____ from the account of the Firm M/s _____bearing No. _____ (Saving / Current Account) is issued in favour of the NFL as security for the credit facility provided by the NFL.
5. That the deponent undertaken that the Firm M/s _____ dealer of the NFL will make the payment in time by way of bank draft as per the policy of the Company.
6. That in case the deponent or the firm M/s _____ dealer of NFL fails to make payment against the supply of the material, NFL is entitled to present the cheque for recovery of its outstanding amount.
7. That the deponent further undertakes that the firm M/s _____ will keep its aforesaid account No. alive/operative with the aforesaid bankers at all times and shall maintain sufficient

balance in its account so that at no point of time the cheque issued in favour of the NFL is dishonoured.

The certificate from the bank indicating the account No., credit limit, authorized signatory, etc. are also supplied along with this affidavit.

8. That the deponent further undertakes in the event of aforesaid bank account being closed for some reasons, the deponent will give prior intimation to the NFL and also exchange the already issued cheque with new cheque from the newly opened account and will also supply all the necessary documents of the newly opened account.
9. That in case the cheque is dishonoured for any reason, the NFL shall be entitled to initiate civil as well as criminal proceedings in accordance with law against the deponent along with firm M/s _____.

Place :

DEPONENT

Date :

Verification:- Verified that the contents of my aforesaid affidavit from paras No. 1 to 9 are true and correct to my knowledge. No part of it is false and nothing material has been kept concealed there from.

Place :

DEPONENT

Date :

Annexure - IX

PROMISSORY NOTE

On demand I / We …… S/o …….. Proprietor / Partner / Authorized signatory of M/s …….. Resident of …….. promise to pay National Fertilizers Limited, Core-III, Scope Complex, 7-Institutional Area Lodhi Road, New Delhi- 110 003 on order the sum of Rs…… (Rupees:……) half of which becomes Rs……(Rupees:……)

with interest @ …….. % per annum for value received.

Hence, this is put on record as proof for future use if needed.

Date of issue ……

(Affix revenue stamps)

(Thumb Impression) Signature

Name……
Address……
……..
……..
(Seal)

Received true copy of promissory note.

Signature
(Seal)

Care:

1. Without stamps note shall not be treated valid.
2. Besides signatures, L.T. Impression should also be obtained.
3. Promissory Note is valid for 3 years from the date of issue.
4. True copy of Promissory Note should be given to the dealer with proper acknowledgement.

Annexure X

To,

National Fertilizers Limited,

A-11, Sector-24,

NOIDA 201 301

Dear Sir,

I / we enclose an on Demand Promissory Note for Rs._____(Rupees:_____only) signed by me / us. The same is given to you as security for the repayment of dues for goods that may be taken on credit / and the dues at present outstanding in the Name of M/s _____ the extent of Rs._____(Rupees:_____only) the credit which may be availed of hereafter. The said Promissory Note is to be a security to you for the repayment of the ultimate balance or sum remaining unpaid and I / we shall remain liable on the promissory Note, notwithstanding the fact that be payments made into the account from time to time the dues may be reduced or extinguished or even that the balance of the said account may be at credit.

I / We have to place on record that I / We do hereby waive my / our right / rights to take advantage of any default in presentment for payment of the said Promissory Note to me / us as may be required by law.

Yours faithfully,

Proprietor / Partner
(Seal of the firm)
(Party Code_____)

Place:
Date :

Annexure - XI

(Hypothecation)

AFFIDAVIT

I _____ S/o _____ sole proprietor / partner of M/s _____ _____ Resident of House No. _____ do hereby solemnly affirm and declare as under:-

1. That M/s _____ has been appointed as dealer of the National fertilizers Limited (hereinafter called as NFL) for the area _____ with the Dealer Code No._____
2. That the deponent is a sole proprietor / partner of M/s _____

3. That the deponent is owner of the properties mentioned below with its details:-

Nature of Property	Complete address & location	Extent of ownership By Proprietor/Partner	Estimated Value

4. That the aforesaid properties are free from any sort of charge by bank or any other authority and title documents of the same (Photocopy is attached along with this affidavit)
5. That the deponent further undertakes that he will not create any charge nor he will enter into agreement of sale, will, gift, deed of hypothecation, sale deed or any other such type of documents by virtue of which the title of the property can be changed, and will keep the aforesaid properties free from all sorts of encumbrances during the currency/tenure of the Wholesale Dealer / NFL Exclusive Retailership till the time the entire outstanding against me is cleared.
6. That the deponent makes it clear that in case the deponent or the firm M/s_____ dealer of the NFL fails to make the payment of the NFL for the supply of the material supplied by the NFL the NFL shall be entitled to get these properties attached through court of law and recover its amount by way of auction or under the procedure prescribed for the recovery of land revenue.

Place :

DEPONENT

Date :

Verification: Verified that the contents of my aforesaid affidavit from paras No. 1 to 6 are true and correct to my knowledge. No part of is false and nothing material has been kept concealed there from.

Place :

DEPONENT

Date :

ANNEXURE - XII

GUARANTEE FOR CREDIT

NATIONAL FERTILIZERS LIMITED

ZONAL OFFICE

Dear Sir,

1. In consideration of your at my / our request given credit to M/s ……..…… Hereinafter referred to as " the principal/s in the manner and to the extent specified in the schedule hereunder whether to him / them alone or to him/ them jointly with any other party or parties, I / We .....S /o…… R/o …… the signed under guarantee payment to the Company of the amounts of all such credits and of interest, commission, costs, charges & expenses chargeable by the company in respect of such credits, provided that I / We shall in no event be liable under this guarantee to pay to the company a sum exceeding Rs. …….. (hereinafter referred to pay to the company a maximum principal sum) on account of the amount of such credits in addition to being liable to pay maximum principal sum, I we shall be liable to pay interest thereon at the rate chargeable by the company to the principal/s as also all commission costs, charges and expenses which may be recoverable by the company from the principal/s.
2. It is also agreed that any admission or acknowledgement in writing by the principal debtor of the amount of indebtedness of the principal debtor or otherwise in relation to the subject matter of this guarantee or any judgement or award obtained by you against the principal debtor shall be binding on me /

us and I / we accept the correctness of any statement of account served on the principal debtor which is duly certified by any officer of the company and the same shall be binding and conclusive as against me / us also and I / we further agree that in making an acknowledgement or making a payment he shall be treated as my / our duly authorised agent for purposes of Indian Limitation Act, of 1963.

3. I / we agree that the amount hereby guaranteed shall be due and payable to you on your serving me / us with notice, requiring payment of the amount and such notice shall be deemed to have been served on me / us either by actual delivery thereof to me / us or by dispatch thereof to me / us by registered post at my / our address written herein or any other address in India to which I / we may be written intimation given to the company request notices addressed to me / us to be dispatched.

   Any notice dispatched by the company by registered post to me / us at the address to which it is required to be dispatched by this clause shall be deemed to have been duly served on me / us the time when the notice would in the ordinary course of post be delivered at the address not withstanding that the notice may not in fact have been delivered to me / us that the address to which it is dispatched may have ceased to be my / our address.

4. In the event of my death during the continuance of this guarantee the guarantee shall remain in force till written notice of my death is delivered to the company at its office and my estate & effects shall continue to be liable under the guarantee for all credit given by the company to the principal/s after my death but before delivery of the aforesaid notice as well as for all credits given before my death.

5. The death of any of us during the continuance of this guarantee shall not operate as a revocation of it with regard to the survivor or survivors and shall operate as revocation as against the estate and effects of deceased only from, the time when

written notice of the death is delivered to the company at its office and the estate & effects of the deceased will be liable under the guarantee for all credits given by the company to the principal/s after the death of the deceased but before delivery of the aforesaid notice as well as for all credits given before the death of the deceased.

6. My / our guarantee shall not be revoked or effected by the admission into the firm of any new partner of partners of partners or by the retirement there from of any partner or partners. I / we shall be liable to you for all credits given by you to the firm of principals notwithstanding that the firm may at the time such credits are made and given be constituted differently from now.

7. This guarantee shall not be revoked by me / us and shall remain in force till all the amounts due and payable to you by the principal/s are paid in full inclusive of interest, charges, etc. I / we further specifically agree that this guarantee shall continue to remain in force and I / we shall continue to be liable there under for all the amounts due and payable to you by the principal/s even though the principal/s has /have not renewed the documents and even though the amount due from the principal/s get time barred and you can not recover the same from the principal/s by filing a suit or any legal proceeding against the principal/s.

8. We agree that the entries in the books kept in the ordinary course of your business with regard to the interest, commission, cost, charges and expenses debited to the principal/s shall be conclusive evidence against me / us of the transactions and matters therein appearing and of the principal/s liability for the sums shown to be due by such entries.

9. I / we hereby consent to your making any variance that you may think fit in the terms of your contract with the principal/s to you determining enlarging or varying any credit to him/ them, to your making any composition with him/them and to your parting with any security you may hold for the guaranteed debt, I / we also agree that I / we shall not be discharged from my / our liability by your releasing the principal/s

or by any act or omission of yours, the legal consequence of which may be to discharge the principal/s or by any of yours which would, but for this present provision be inconsistent with my/our rights as sureties or by your omission to do any act which but for this present provision your duty to me/us would have required you to do. Through as between the principal/s and myself / ourselves. I / we am/are sureties only we agree that as between yourselves and me/us, I/we shall not be entitled to any of the rights conferred on sureties by sections 133, 134, 135,139 and 141 of Contact Act.

10. I / we agree that if the principal/s shall be found not to be liable to you in law for the credits given by you to him/them/it by reason of his / their in capacity to borrow or to contract or for any other reason, I/we shall nevertheless be liable as principal debtor/s to pay to you all the sums that would have been liable for the credits.

11. I / we declare that this guarantee is in addition to and not by way of limitation of or substitution for any other guarantee / guarantees that I/we may have previously given or may thereafter give to you (whether alone or jointly with any other parties) and that this guarantee shall not revoke or limit any such other guarantee or guarantees.

GUARANTOR

Address:

ANNEUXRE-XIII

AFFIDAVIT

I _____ S/o Shri_____ guarantor of M/s._____ resident of House No._____ do hereby solemnly affirm and declare as under :-

1.0 That M/s. _____ has been appointed as dealer of the National Fertilizers Limited (hereinafter called as NFL) for the area _____ with the dealer Code No._____.

2.0 That the undersigned is guarantor to allow / give credit to M/s._____ for supply of material (production / marketed / imported) and the property details owned by myself / undersigned without any dispute / hypothecation / pledge is as under :-

Nature of Property	Complete address & location	Extent of ownership By Guarantor	Estimated Value

3.0 That the aforesaid properties are free from any sort of charge by bank or any other authority and title documents of the same (Photocopy is attached along with this affidavit).

4.0 That the guarantor further undertakes that he will not create any charge nor he will enter into agreement of sale, will, gift, deed of hypothecation, sale deed or any other such type of documents by virtue of which the title of the property can be changed, and will keep the aforesaid properties free from all sorts of encumbrances during the currency/tenure of the Wholesale Dealer / NFL Exclusive Retailership till the time the entire outstanding against M/s_____ is cleared.

5.0 That the guarantor makes it clear that in case M/s_____ dealer of the NFL fails to make the payment of the NFL for the supply of the material supplied by the NFL the NFL shall be entitled to get these properties attached through court of law and recover its amount by way of auction or under the procedure prescribed for the recovery of land revenue.

Place : Guarantor

Date :

Verification : Verified that the contents of my aforesaid affidavit from Paras No.1 to 2 are true and correct to my knowledge. No part of it is false and nothing has been kept concealed there from.

Place

Guarantor

Date :

ANNEXURE – XIII (Contd..)

DETAILS OF PROPERTIES

NAME OF DEALER M/S. _____

NATURE OF PROPERTY	COMPLETE ADDRESS & LOCATION	NAME OF OWNER/RELATIONSHIP WITH DEALER/PARTNER	WHETHER HYPOTHE-CATED /PLEDGED	ESTIMATED VALUE	WHETHER DOCUMENTS SUBMITTED YES / NO	VALUATION OWNED CERTIFICATE SUBMITED YES / NO

_____

SIGNATURE & SEAL OF PROPRIETOR/PARTNER

ANNEXURE - XIV

UNDERTAKING FROM C.S. DEALER

Dated:……

National Fertilizers Limited

Zonal Office,

Dear Sir,

As the firm of …… have dealing with the National Fertilizers Limited, we beg to inform you that we the undersigned are the partners in the said firm. We are jointly and severally responsible to the National Fertilizers Limited, for the liability of the firm with the National Fertilizers Limited. National Fertilizers Limited may recover its claims or dues payable by the said firm from all or any of the partners of the firm and from the estate of any present or deceased partner / partners.

Whenever any change occurs in our partnership, we undertake to inform to National Fertilizers Limited of the same in writing and our individual responsibility to the National Fertilizers Limited will continue until all our liabilities with National Fertilizers Limited are discharged and satisfied.

Documents, Promissory Notes, Cheques, acknowledgements etc., may be signed by any one of the undersigned in the name of firm, and all such acts and operations will be binding on the firm as also other partners.

In the event of the death or retirement of any partner, National Fertilizers Limited shall be entitled at its sole discretion to deal with the surviving or continuing partners on account of the partnership without in any way affecting its rights to recover the balance of it, dues from the retiring or deceased partner or the heirs and legal representatives of the deceased partner and otherwise deal with the continuing or surviving partner or partners in respect of the affairs of the firm in such manner as National Fertilizers Limited thinks proper without reference to the heirs and legal representatives of the deceased partner or retiring partner and in that event such heirs and legal representatives of the deceased retiring partner shall have no claim against the National Fertilizers Limited in respect of such dealings.

Yours faithfully,

1. Name:
   S/o :
   Address:

2 Name:
S/o :
Address:

NOTE : The above proforma should be typed on Party's letter head pad only.

ANNEXURE - XV

AFFIDAVIT

I, _____ S/o_____ Resident of _____

District _____ do hereby solemnly affirm and declare as under:-

1 That I am the sole proprietor of M/s _____ District _____.

2. That there is no partner in the said concern.

3. That I hereby undertake that I shall be solely responsible for all the assets and liabilities of the aforesaid firm.

DEPONENT

Verification :

Verified that the contents of my above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Date:

DEPONENT

ANNEXURE-XVI

WAREHOUSE SURVEY REPORT

Zonal Office : _____ State Office : _____
Area Office : _____ District Office : _____.
Name of CS : M/S_____

Address of CS : _____

Address of Godown : _____

Whether godown owned by CS OR arranged: OWNED / ARRANGED

Address of Godown owner: _____
(If not owned by CS)
Nearest Railhead : _____

SN	Details	Godown
1.	Distance from Rake-point (Kms)	_____
2.	Distance from Anaj Mandi (Kms)	_____
3.	Condition of approach Road to warehouse.	_____
4.	Dimension of the godown L/B/H (in feet)	_____
5.	Capacity of the godown	_____
6.	Names of companies who have stored material.	_____
7.	Quantity reserved by other companies	_____
8.	Nature of construction	
9.	Condition of Floor Condition of Roof	_____ _____
10.	Plinth level of the godown	_____

11.	Truck parking facility	_____
12.	Local standing of the party	_____
13.	Prevailing warehouse rental (Rs./Tonne) a) CWC	_____
14	b) SWC c) others	_____ _____ _____ _____

Recommendations:-

Godown is fit for storage of fertilizer and recommended for hiring of _____MT godown under CS Scheme for the period from _____ to _____.

Date of Survey: _____

_____ _____ _____

DISTT.INCHARGE ACCTTS. REPRESENTATIVE INCHARGE A.O.

_____

STATE MANAGER

ZO Logistics I/c

Final Recommendation of the State Manager

ANNEXURE XVII

GODOWN AGREEMENT

This agreement made this……day…….month……Year between …….. on the one part (hereinafter called the company) and ……..on the other part (hereinafter called the contractor.)

The contractor has agreed to provide warehouse space for storing fertilizers offered for storage by NFL on the following terms and conditions:-

1. **Space Reservation**:- The contractor agreed to provided storage space for _____ MTs _____ Address at _____ Tonne/Month_____ w.e.f. _____
2. **Effective Date**:- This agreement will be valid for a period of one year on regular basis and Company will have the first option for renewal of the agreement for a further period of one year on the same terms and conditions.
3. **Product**:-This agreement will cover all products manufactured by the Company as well as imported fertilizers and other products marketed by the Company.
4. **Packing**:- The standard packing will be ~~20~~ …… Kg/Lit to ……..Kg./Lit. The Company reserve the right to send for storage in non standard packing as and when required.
5. **Qualify of storage space** :- The space offered should be fully covered. The godown should have concrete/cement flooring as well as RC roof covered by standard leak proof material. There should be adequate ventilation and free flow of air in the godown.

   Bag should be stacked after providing proper dunnage like paddy husk, coir matting, wooden, platforms etc. There should be equipment should be provided in the godown.
6. **Stacking**:-Stacking should not be more than 20 bags height. The stacks should be criss cross to ensure stability of the stack and easy counting. Adequate space should be provided between the stacks as well as from the wall to facilitate movement.
7. **Working Hours** :- Working hours should be flexible to ensure prompt and timely delivery of fertilizers.

8. **Custody of Fertilizers**:- You will be responsible for safe-custody of fertilizers as well as empty bags stored in your godown. In case of any loss or damage to the material, recovery will be made at the retention price in the case of Urea, Company in voice price in the case of pool Urea and MRP plus subsidy in the case of De-controlled fertilizers.

   Bags received in damaged condition should be stacked separately for inspection and standardization.

9. **Name Board of the Company**:- The Board indicating the name and Registered Office of the Company should be prominently displayed in your Godown to indicate that the fertilizers stored in the godown, belong to the Company.

10. **Procedure for delivery of the material** :- Delivery/despatch from godowns will be strictly based on delivery order issued by Company's authorised signatory. No material should be delivered on oral instructions.

11. **Registers**:- The contractor will maintain stock register for each godown giving full particulars of opening stocks, date-wise receipt, date-wise deliveries, balance stock, material in transit etc.

    There will be a separate register indicating the number of bags received in damaged condition with cross reference of RR Nos and joint inspection reports.

12. **Use of Hooks** :- No hooks should be used in any unloading stacking, de-stacking and loading operations. Penalty will be charged for the use of hooks.

13. **Payment of local duties** :- The contractor will make payment of octroi or any other municipal duties/ toll taxes where necessary and submit the supporting documents to the company for reimbursement.

14. The contractor will not despatch/deliver any damaged material. Small damages to the outer bag should be mended immediately to prevent loss of material and further damage.

    Where the material or the bags are badly damaged, the stanardisation should be taken up immediately to prevent loss of material and further damage.

    Where the material or the bags are badly damaged, the standardisation should be taken up immediately after inspection and authorisation by the concerned officer of the Company.

15. The contractor will submit a fortnightly report indicating the deliveries made during the period accompanied by executed delivery order/release order to facilitate invoicing. This will be followed by a detailed monthly reconciliation report which will show the opening stock, receipt, deliveries, closing stock, material in transit, material

requiring standardisation, stocks of empty bags, etc., cross reference by way of R.R. No., delivery order etc., should be provided.

16. **Remuneration** :- The contractor shall be paid for the following remuneration for the services rendered as follows:-

DETAILS	**RATE(Rs./Tonne)**
Godown Rent	
Unloading at Warehouse	
Stacking	
De-stacking & loading	
Service Charges	
Standardisation Expenses	
(will cover de-stacking, weighing, stitching & stacking)	
All above quoted rates are inclusive of all taxes.	

17. **Insurance** :- Comprehensive Insurance for the stocks will be taken by the company and such policy shall be in the name of the Company.

18. **Other Conditions** :-

    i) The contractor will not sub-let or transfer to any other person without the prior written consent of the Company.

    ii) The contractor shall abide by all lawful instructions issued by the Company form time to time.

    iii) The contractor shall strictly follow the rules and regulations under Shop & Establishment Act, FCO, ECA and Weights and Measures Act and other Laws/Rules and regulations enacted by Govt. of India, State Government, Municipal or other Local Bodies.

19. **Security Deposit** :- The contractor has deposited Rs._____ towards Security Deposit by a D.D._____ dated _____ or Bank Guarantee issued by _____ branch. Interest shall be payable on the security deposit as per the rate of interest decided by the Company.

    The Security Deposit shall be refunded to the contractor on conclusion of the contract and on getting No Dues Certificate from the office hiring the Godown.

20. **Bills**:- The contractor shall prefer monthly bills along with the reconciliation statement and forward to the designated office for payment. Every effort will be made to settle the bill within 20 days of receipt of the bill. The contractor shall not claim any interest for delayed payments.

21. **Appointment of other Warehouse Contractors** :- If the services of the contractor are found to be unsatisfactory, the company reserves the right to appoint a parallel contractor with or without terminating the contract by giving 12 days notice. In such an event company will have the option to recover the additional cost incurred by the company in entrusting the job to other contractor.

22. **Penalty Clause** :- The Security deposit shall remain at the entire disposal of the Company for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract.

    If the contractor is unable or fails or neglects to execute the work, covered by the contract, his security deposit shall be forfeited. In addition to it, following penalties shall also be leviable against him:-

    i) If the contractor makes any unauthorised delivery without the consent of NFL Officials, the value of material calculated at retention price, in case of controlled fertilizers and MRP plus subsidy if any, in case of decontrolled fertilizers, shall be payable by him.

    ii) In case of any damage caused to material due to any leakage of roof, non provision of coir matting, wooden platforms etc. the contractor shall be liable to pay the value of the damaged material as provided under (a) above or 20% of the monthly rent for the period of default, whichever is higher.

    iii) In case of non-maintenance of records/improper records, the contractor shall be liable to be punished /guided by the provisions of FCO. In addition to it, 20% of its rental value for three months, preceding the date of findings, shall be deducted from its outstanding dues.

    iv) In case of improper stacking of the material, contractor shall not be paid the unloading and stacking charges of the stocks involved and contractor shall ensure proper stacking of material at his own cost.

    v) At any stage, if found that hooks are being used then the contractor shall be liable to play the value of the damaged material as provided under (a) above or 20% of the rental value which ever is higher.

The amount of penalty as assessed by Area Manager, shall be final and binding. Area Incharge shall recommend for deduction of penalty, if any, at the time of forwarding the bills for settlement.

23. **Force majeure: -** The terms and conditions of the contract are subject to force majeure, neither the contractor nor the company shall be deemed to have defaulted in case of failure to fulfil the obligations due to reasons beyond their control. This will include war, hostilities, fire, flood, law and order situation, Govt. regulations, besides any other Act of God.

The terms and conditions given in the Tender Notice would form port of this agreement. Any dispute arising out of this agreement shall be subject to Delhi Jurisdiction, which will be exclusive.

Witness with Name
And full address

(Authorised Signatory of the Company with seal)

1. _____

_____

2. _____

_____

(Authorised Signatory of the Contractor)
(To be signed by all the partners in case of Partnership firm)

ANNEXURE - XVIII

AFFIDAVIT

Certified that I / We _____ S/o _____ on behalf of M/s _____ do hereby solemnly declare and affirm as under:-

1. That I am the proprietor / Partner / Authorized signatory of the above named firm.

2. That the Godown offered to National Fertilizers Limited, for storage of fertilizers is situated at _____

3. That the said Godown is owned / hired from _____.

4. That the material stored in the Godown is NFL property and the firm shall neither pledge the NFL stock in any Bank / Financial Institution nor interfere in disposal of the material without valid instructions of NFL.

Place:

Date: DEPONENT

Verification:

Verification that the contents of aforesaid affidavit are true and correct to the best of my knowledge and belief to the deponent.

Place:

Date: DEPONENT

Annex- XIX

NFL/ZO/CHD/CSS-20_____/A.O.-____/ DATED _____

M/s. _____, Code _____ **Through S.M. -_____**

NFL Dealer _____,

District – _____ (_____)

SUB: PROVISIONAL OFFER OF APPOINTMENT AS NFL CENTRAL STOCKIST (CS).

Dear Sir,

National Fertilizers Limited (Company) is pleased to offer you provisional appointment for Block Year _____ (Financial Year _____) w.e.f 01.04._____ for a period of One year up to 31.03._____ as the Company's Central Stockist under the 'NFL Central Stockist Scheme'.

To process your case to confirm your appointment under CSS, you are advised to submit the following documents (as per specimen enclosed) within 20 days of receipt of this provisional offer letter :-

1. Letter of Authorized Signatory.
2. Godown map with rent agreement for hired godown.
3. Four cheques with covering letter and Bank Certificate with signatures attested.
4. Promissory Note with two covering letters as per format.
5. Property details of Sole Proprietor / Partners on enclosed proforma.
6. Guarantee for credit on Rs. One Hundred stamp paper.
7. Property details of guarantor.
8. Affidavit of non-encumbrance of property.

9. Affidavit for NFL stock in Godown.
10. Letter for non-submission of original title deed etc.
11. Prop. Affidavit / Partnership Deed.
12. CSS Agreement.
13. Godown Agreement.
14. Affidavit for credit with cheques & Credit Application Form.

In case, you fail to submit the above documents within the stipulated time, offer would stand cancelled. Further, submission of above documents will not automatically cover any right for automatic confirmation of appointment.

In addition to the terms and conditions applicable to Wholesale Dealer / NFL Exclusive Retailer from time to time in general, you shall also be governed by the following terms with godown capacity ____MTs.

Central Stockist Category	Monthly Committed Qty. (In MT) : 5%/10%	Seasonal Committed Qty. (In MT)	Annual Committed Qty. (MT):	Security Amount B.G. / RTGS (Rs.in Lacs)
'__' '__'	Kharif – 20_____ - Rabi – 20_____ -	Kharif – 20_____ - Rabi – 20_____ -		

1. <u>SECURITIES TO BE DEPOSITED</u> :

You shall deposit with the company the securities as prescribed above on acknowledgement of the offer letter.

2. MANDATORY COMMITTED QUANTITY :

You shall purchase from the company the minimum quantity (Committed quantity) of Urea as prescribed in Table above.

The Off-season Incentive will be applicable only when the CS dealer has lifted his committed quantity both month-wise as well as season-wise as per the Scheme.

The Off-season Incentive announced for the month(s) shall be allowed at the end of season.

3. STORAGE :

You shall maintain a storage space for a specified quantity i.e. $1/20^{th}$ to $1/4^{th}$ of your annual committed quantity as decided by the Company exclusively for NFL products. The storage arrangements will be finalized on the basis of verification of godowns by the Company.

4. SUPPLY OF MATERIAL:

The supply of material shall be made directly from Unit/Rake Point/ SWC/CWC godowns to your godowns on stock transfer basis as per approved sales terms.

The ownership of fertilizer supplied to you under the Scheme shall remain with Company till the invoice is raised.

i) You shall not sub-let or transfer title of NFL stocks to any other person without the prior written consent of the Company.

ii) You shall comply with the rules and regulations under the Shop and Establishment Act, FCO, ECA and Weights and Measures Act and other laws / rules and regulations in force / enacted from time to time by the Government of India, State Government, Municipal or other local bodies.

iii) You shall abide by all lawful instructions issued by the Company from time to time.

In case, no formal CS appointment letter is issued by the Company by 3Ist May, the provisional offer letter will be treated cancelled automatically.

In case your performance as Stockist is found unsatisfactory, NFL reserves the right to terminate the contract without assigning any reason whatsoever.

(Signature of Authorized Representative of NFL)

Company's Seal

ACKNOWLEDGEMENT OF NFL CENTRAL STOCKIST

I acknowledge receipt of your provisional offer for appointment as NFL Central Stockist (Letter No. _____ dated _____) and accept the terms and conditions contained therein.

Signature of CS

Proprietor / All partners

Name & Address of CS

Annex-A

DATED_____

Area Manager,

National Fertilizers Limited,

Area Office _____

SUB. REQUEST FOR INDUCTION AS CS DEALER UNDER CS SCHEME

FOR THE YEAR_____

Dear Sir,

It is requested that we are ready to opt for CS Scheme (Party Code_____) for the year with committed quantity for Kharif-_____ MT and for Rabi _____MT having total annual quantity _____MT. We offer godowning capacity for_____MT situated at_____ _____as per the terms and conditions of the Scheme.

Thanking you,

Yours faithfully,

PROPRIETOR / PARTNER

(Seal of the Firm)

NOTE : The above proforma should be typed on Party's letter head pad only.

Annex- B

(On Party's Letter Head Pad)

Latest photo attested by Gazetted Officer/Bank Manager

Zonal Manager

National Fertilizers Limited

Authorised Signatory

Dear Sir,

Our* Firm / Company / Proprietor Firm is a registered dealer of your Company and under partycode..... That for the day-to-day affairs of our Firm / Company / Proprietor Firm M/s ----------

----------Shri …… will be the authorized signatory vide Resolution dated …….. Clause No. ……. of Partnership deed.

That the Firm / Company / Proprietor Firm shall be responsible for all of his acts, deeds or things while dealing with your Company . The duly attested signatures are given below which he uses in the normal course of business. The act and deed done by such Shri ____ shall deemed to be act and deeds of our firm/company.

Signatures & Name of Authorized Signatory

Signatures Proprietor / Partners / Managing Director

Name

Signatures Attested

I certify that the above signatures have been put up before me by Shri _____ Son of Shri _____R/O _____

_____

To be attested by Gazetted Officer / Bank Manager / Magistrate Ist Class

NOTE : * Strike out whichever is not applicable

Annex-C

RENT DEED

I _____ son of Shri _____resident of _____ _ do hereby affirm and declare as under:-

i) That I am the owner of the godown situated at _____ _ (size _____) having a capacity of _____MT.

ii) That the above said godown has been rented out to M/s._____for storage of NFL fertilizers for a period of one year, with effect from _____to _____.

iii) I hereby undertake that NFL shall not be liable for rent or any other dues in connection with hiring of the godown.

Place :

Date : Signature of the godown owner

Annex-D

BANK CERTIFICATE

It is certified that M/s. _____ is having Current Account / CC A/c bearing Account Number_____ with our Bank. As per Bank record the firm M/s._____is a sole proprietary / partnership whose 116authorized signatories are 1._____2._____. Their signatures are as attested below :-

1. _____
Signature
(Name_____)

2. _____
Signature
(Name_____)

The party is enjoying the following facilities / limits :-

CC Limit _____

Hypothecation Limit _____

It is also certified that Account No._____of the firm is running satisfactorily.

Place _____

Date _____

Signatures and stamp of the Bank Official

NOTE : The above proforma should be typed on Bank's Letter Head Pad only.

Annex-E

To,

National Fertilizers Limited,

Zonal Marketing Office,

SUB: INTIMATION REGARDING PERMANENT ACCOUNT NUMBER & GST NO.

Sir,

We have been working as Dealer / Contractor / PG Operator for your Company. In compliance of provisions of Income Tax Act to be quoted on the TDS Certificate (Tax Deducted at Source), the particulars are given as under : -

1. Name of the Party & Address _____

_____

2. Name of the Proprietor _____
(If Proprietorship)

3. Whether assessed as _____
individual / Firm / Others

4. Name as assessed _____

5 Permanent Account Number _____

6. GST No._____

7. Name of authorised signatory

_____

A photocopy of Permanent Account Number & GST No is enclosed.

_____

SIGNATURE OF THE AUTHORISED SIGNATORY

DATED _____

Annex-F

Date :

To,

The Zonal Manager

National Fertilizers Limited

Zonal Office,

SUB. NON SUBMISSION OF ORIGINAL TITLE DEED.

Dear Sir,

We are enclosing herewith copy of the original title deed along with other related documents as the original title deed has been hypothecated to our bankers.

Thanking you,

Yours faithfully,

Signatures of Proprietor / Partner

(With firm Seal / Stamp)

(Party Code _____).

Place _____

Date _____

NOTE : The above proforma should be typed on Party's letter head pad only.

NEWS PAPER ADVERTISEMENT FOR WHOLESALE DEALERHIP APPLICATION

National Fertilizers Limited
(**A Govt. of India Undertaking)**
Zonal Office
Address: _____
_____

NFL a multi unit multi product premier company in the public sector engaged in the production and marketing of chemical fertilizers under the brand name of Kisan Urea invites application for appointment of Wholesale Dealer at the following places/ /blocks/Districts in the state.
Dealer Dealerhip is required:

While finalizing Wholesale Dealerhip appointments, weight-age shall be given to Govt. instructions/guidelines on according special preference to SC/ST, Backward Classes, Ex-Servicemen, Dependents of Defense personnel killed in action. War widows, Physically Handicapped personnel, Freedom fighters, Women entrepreneurs and educated unemployed youth.

Printed application forms along with detailed instructions can be obtained on working days from the under mentioned offices of the Company.

Address of Area/State/Zonal offices where the applications are to be handed over: Application duly complete in all respects shall be received by our State Office at the address mentioned above upto _____ 20____. Application received after_____20____ shall not be considered.

NFL reserves the right to accept or reject any or all applications without assigning any reason thereof.

State Manager

Annexure

Related to the Chapter No 2

Dealer Recruitment Management and Training

ANNEXURE-DA-I

Application Form No.

Recent photographs of all the applications duly signed

NATIONAL FERTILIZERS LIMITED
CENTRAL MARKETING OFFICE
A-11, SECTOR-24, NOIDA – 201301 (U.P)

APPLICATION FOR APPOINTMENT OF WHOLESALE DEALER
(Please read instructions to fill up)

Name of the District applied for _____

1. **Name of the Firm** M/s

_____

2. **Address.**

	Office/Shop	Residence
Address,	_____	_____
Block, Tehsil	_____	_____
District	_____	_____
State	_____	_____
PIN Code	_____	_____
Phone No.	_____	_____
Mobile No.	_____	_____
E-mail Id	_____	

3. **Category:** Please tick [Reserve] [Special] [General]

Reserved	:	Scheduled Caste (SC) / Scheduled Tribe (ST)
Special	:	Ex-Servicemen / War Widows or dependents/Other Backward Class/Freedom Fighters/Differently abled / Un-Employed Graduate/NFL's Ex-employee or their dependents.
General	:	All others

4. **Firm Details**

Agency Details	**Proprietorship**	**Partnership**	**Body Corporate**	**Co-operative Society/Institution**
Constitutional Status (tick where applicable)				
Name of Proprietor/Partners/ Directors/President and Secretary of Co-operative Society				
VAT No.				
PAN No.				

5 **Educational Qualification :**_____
(Copies of Certificates of applicant/s)

6. Details of Existing Business Operations (if any)

i) Location _____ Year Established _____ Type of Business _____ Turnover (Rs. In lac) _____ Any other Details _____ License No. as Applicable _____

ii) If in fertilizer business, Volume of Fertilizers sold in last year (in MTs)

Name of the Company	Urea	DAP	MOP	NPK	Agrochemicals (Lakh Rs.)	Others (Seeds etc.) in Quintals

7. Bank Account Details

A) Bank Name _____ Branch with Address _____ Account type _____ Account Number _____ IFSC No. _____

B) Financial Details
i) Credit Limit: Rs. …….
ii) Hypothecation/Pledge limit: Rs. …….

8. Details of Immovable Property(s) in the name of Proprietor/Partner/Corporate/Co-op, Society etc.:

Type of Immovable Property	Address/ Location	Plot Size/Covered Area (Sq. Mtr.)	Estimated Value (Rs. In Lakhs)	Encumbered/Unencumbered (provide details)	In whose name

9. Minimum Committed month wise Off-take of NFL Products during the year

Products	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Total
Urea (MT)													
DAP (MT)													
MOP (MT)													
Bio-Fert(Ltrs)													
Seeds (Qtls)													
Pesticides (ltrs)													
Bentonite Sulphur													
Other products													

10. How much money can you invest in this business Rs. _____

11. Shop/Godown Details

Particulars	Shop			Godown Area		
	Own	Hired	Total	Own	Hired	Total
Location						
Floor Area						

12. (a) Details of Applicant's relatives working in NFL.

Name & Designation Place of Posting Relation*

1)

b) Details of Applicant's relatives having NFL Wholesale Dealerhip/H&T/PG

Name of firm Place Relation*

i)

**To be specified as per GOI rules*

13. Has the applicant suffered any penalty under the Essential Commodities Act and / or Fertilizers Control Order or any other law of the Country? If you, give details

_____

14. Details of EMD deposited through RTGS/NEFT only. Demand Draft/Cheque shall not be considered.

UTR No.	Date	Name of Bank & Branch	Amount (Rs.)

I/We confirm that the particulars as given above are true. In case any information is found to be incorrect even at subsequent stage, NFL shall have the right to reject the application/terminate the Wholesale Dealerhip forthwith. I/We also undertake to able by the terms and conditions of appointment.

Signature of the Applicant/s along with
Seal of the Agency/Firm
(Proprietor/Partner/Directory/
President & Secretary etc.)

Note: 1. NFL reserves the right to allocate the territory to the dealer within district.

Instructions and Serial wise guidelines for filling of application forms

Applicant has to visit NFL at www.nationalfertilizers.com and to click icon 'MARKETING' and then icon 'WHOLESALE DEALER CORNER' to download the Dealer Application Form. The guidelines for filling up the application form are given serially as under.

Photographs: At the beginning of the application form there is box for affixing photograph. Recent 2 passport size photographs, duly attested of Proprietor/Partners/Directors/President and Secretary etc. must be pasted at appropriate place on the application form.

Sr. No. 1 Full name of the Agency is to be written in block letters.

Sr. No. 2 Full address of office/shop and residence are to be given therein, the name of Block Tehsil, District and State along with Pin code, phone, mobile, email ID.

Sr. No. 3 The applicant has to tick the category in which he has applied for the Wholesale Dealerhip and submit the attested copies of the supporting documents/certificates when applying under reserved category.

Sr. No. 4 The Agency details are to be given. The applicant is to tick the constitutional status of Agency as applicable. The applicant should indicate the name of its Proprietor/Partners/Directors/President & Secretary. Please also mention the GSTNumber, PAN Number and attach Aadhar Card Copy of its Proprietor/Partners/Directors/President & Secretary.

Sr. No.5 The applicant has to give the educational qualification (attach the attested copy of the documents).

Sr. No. 6 (i) Details of existing business operations giving therein the location, establishment year, type of business, turnover (Rs. In Lac) and License No. as applicable, is to be given for each business handled.

(ii) If in fertilizer business, the volume of different fertilizers sold in the last year is to be given company wise.

Sr. No. 7 A. Details of Bank account i.e. name of the bank, branch with address, account type, account number and IFSC No. are to be given.

B. Financial details for credit limit and hypothecation/pledge limit along with documentary proof.

Sr. No. 8 Details of the immovable property(s) in the name of Proprietor/Partners/Directors/President & Secretary etc. are to be given indicating therein the type of property, address/location, size/cover area, estimated value with documentary proof and encumbered details.

Sr. No. 9 Minimum committed month-wise off-take of different products from NFL is to be furnished during the year.

Sr. No. 10 Funds to be invested in fertilizer business is to be given.

Sr. No. 11 Please give the details regarding the location and floor area of shop and godown (own and hired).

Sr. No. 12 Please give the details of applicant's relatives working in NFL along with Name designation, place of posting and relation with him as well as having NFL Wholesale Dealerhip/H&T/PG.

Sr. No. 13 Please give the details if the applicant has suffered any penalty under the Essential Commodities Act and/or Fertilizers Control Orders or any other law of country.

Sr. No. 14 Please tick Yes/No whether the applicant associated with a Mixing plant in any manner.

Sr. No.15 Please furnish the details of EMD deposited through RTGS/NEFT transfers giving therein the UTR No., Date, Name of the Bank & Branch, and amount of EMD transferred.

Signatures: Application Form is to be signed :

by Proprietor, in case of a Proprietorship firm.

by all the Partners, in case of a Partnership firm.

by all the Directors, in case of a Corporate Body/Limited company.

by President and Secretary, in case of a Cooperative Society,

GENERAL INSTRUCTIONS

1. In General the applicants belonging to Reserved/Special Category shall be given due preferences.

2. In case of Reserved and Special categories, the applicant has to submit the documentary proof, as under:

   In case of SC/ST certificate, the same is to be issued by Tehsildar & above.

   In case of differently abled person, the certificate should be issued by Chief medical Officer of the district.

   In case of Ex-serviceman, the Certificate should be issued by the Board of Ex-Serviceman.

   In case of unemployed graduate, an affidavit, duly notarized, is to be submitted by the applicant declaring therein his unemployment.

3. All mandatory and informative documents are required to be self attested which shall be presented in original for verification at the time of interview.

4. The applicant has to fill-in the Check-list of the documents submitted along with the application Form.

5. The appointment will be on cash & carry basis for a probation period of 12 months.

6. Confirmation as regular dealer will be subject to performance assessment of Wholesale Dealer / NFL Exclusive Retailer during the probation period to the satisfaction of NFL.

7. The Application Form must be complete in all respect and must be received before the closing date.

8. In case of any clarification/query, kindly contact concerned Zonal/State/Area offices

9. Any information given in Application Form if found hidden or false/incorrect at any point of time in future, the Wholesale Dealerhip will be terminated by the Company.

10. NFL reserves the right to accept/reject the application and to decrease/increase the number of vacancies in any district, at any time, without assigning reasons thereof.

ANNEXURE-D-II

FIELD CREDENTIAL REPORT

Zonal Office …….. State Office …….. Area Office ……..

Name of the Party ……

Address of the Party ……..

Comments of the Field Staff

Verification of the following to be carried out:

i) Financial strength a) Credit Limit Rs. ……..

(as per Bank Certificate)

ii) Location of the shop

iii) Godown location and space

iv) Market reputation

v) Has the applicant suffered any penalty under the Essential Commodities Act and/or Fertilizers Control Order? If yes, details thereof.
Yes/No

vi) If yes. a) Details thereof ……..

b) Sources of information ……

vii) Is the applicant associated with my Mixing Plant. Yes/No

(District Incharge)

(F&A Representative)

Area Incharge

ANNEXURE-D-III

PROBATIONARY DEALER APPOINTMENT LETTER

Ref. No.

Date:

M/s _____

_____

Sub : ‘‘Offer of NFL Wholesale Wholesale Dealer / NFL Exclusive Retailership under _____ Category’’

Dear Sir / Madam,

With reference to your application and the subsequent assessment and interview, we are pleased to appoint you as our Wholesale Dealer in …….. District in the State …….. You are required to operate your business from …….. Block/Tehsil/Taluka of the said District. This appointment is on probation for an initial period of 12 months from the date of issue of this letter, subject to satisfactory performance and fulfillment of following terms & conditions:

Terms and conditions

1. You will be strictly governed by NFL policies laid down from time to time.

2. The above appointment is strictly on probationary basis subject to satisfactory performance.

3. The EMD amount deposited by you along with application form shall be converted into Wholesale Dealer / NFL Exclusive Retailership Security Deposit (DSD). The DSD will not carry any interest and shall be refunded upon termination / resignation of NFL Wholesale Dealer / NFL Exclusive Retailership, after cleaning of all dues owing to the Company.

4. This appointment is solely based upon the existing constitution of firm as indicated in the application form. It will be dealer's responsibility to intimate any change in the constitution of establishment in writing to concerned Area Office of NFL as received by them within 30 days along with all the necessary and relevant documentation to the satisfaction of NFL, If change of constitution is not intimated within 30 days of the date of change of constitution of year Firm / Company / Co-operative Society/establishment, as the case be, the Wholesale Dealer / NFL Exclusive Retailership shall be terminated.

2. NFL reserves the right to terminate the Wholesale Dealer / NFL Exclusive Retailership in case of violation of Company's policies, Guidelines and instructions issued from time to time and upon non-fulfillment of assigned sale targets etc. or for any reason whatsoever at its sole discretion.

6. Dealer will open office/ establishment/sale point and make all efforts to promote marketing of NFL products in their assigned territory of operation in the District.

7. You shall not carry out any practice which is in violation of Rule and Regulations as laid down in Fertilizer Control Order (FCO) 1982, and as amended from time to time, and the instructions/guidelines issued by Department of Agriculture and Department of Fertilizers, from time to time. Any false information shall result in termination of Wholesale Dealer / NFL Exclusive Retailership.

8. You will be strictly governed by the statutory laws, rules & regulations as may be applicable in marketing Company's products including adherence to maximum retail selling price fixed by the Government/Company from time to time, for the relevant product/s.

9. You will arrange to get NFL's products endorsed in the aforesaid Certificate of Registration. A copy of said Fertilizer Registration Certification (FRC) shall be submitted by you in concerned Area / District Office.

10. You must have GST Registration Certificate as may be applicable in the State.

11. The material shall be supplied strictly on 'Cash and Carry basis' as per the prevailing terms and conditions of the Company.

12. You shall lift NFL products allotted to you on month to month basis, as per target assigned by concerned Area District Office of NFL. Your performance shall be appraised at the end of probation period of 12 months from the date of

appointment for deciding upon continuation / regularization of Wholesale Dealer / NFL Exclusive Retailership.

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

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

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

The seat and venue of arbitration shall be at _____ (Place Zonal Office) .

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties."14. This Office Letter is being forwarded to you in duplicate (two originals). You may return one copy duly signed in token of having accepted the terms & conditions, as above.

Thanking you,

Yours faithfully,
For National Fertilizer Limited

Zonal Manager

Acceptance by Dealer:

I/We acknowledge receipt of your above offer and undertake to able by the above terms & Conditions of Probationary appointment of Wholesale Wholesale Dealer / NFL Exclusive Retailership.

Signature & Name of Firms proprietor or all Partners/Managing Director/ President & Secretary, Regd. Society along with Seal.

Name Signature

1.

2.

3.Seal of the Firm / Company / Regd. Society

Annex- 2.

नेशनल फर्टिलाईजर्स लिमिटेड, आंचलिक कार्यालय :
National Fertilizers Limited, Zonal Office :
(A Govt. of India Undertaking)

डीलर कार्य निष्पादन मूल्यांकन फार्म/ DEALER PERFORMANCE APPRAISAL FORM

वर्ष 20 - (कार्य निष्पादन वर्ष के लिए) For The Period 20 - / Performance Year

LOCATION - _____ DISTRICT –_____ STATE- _____

1. a) **नाम**/Name : M/s _____

   b) **एफ. आर. सी. नं.** /F.R.C. No : _____ Valid up to: _____

   c) **विक्रेता का पूरा पता** / Full Address of the Party : Opp.Karond Galla Mandi Gate,Bhopal

   d) Sale Point -_____Block - _____Distt - _____

   f) **मोबाईल नं.** / Mobile No : _____

   g) **पार्टी कोड** / Party Code : _____

   h) **नियुक्ति की तिथि** / Date of Appointment: - _____

   i) iFMS Id(Dealer/Retailer) : _____

2. **श्रेणी**/ Category: General/ Reserved/ Special: -_____

3. **सोल प्रोपराईटर/Sole Proprietor** Or **पार्टनरशिप**/ Partnership or **लिमिटेड कंपनी**/Limited Co. . _____

4. **आउटलेट का स्थान** /Location of Outlet : _____

5. **बिक्री केंद्र की स्थिति**/Condition of the Sale Point:

   ___ **दिखावट**/Appearance : _____

   ___ **साइन बोर्ड**/Sign Board : _____

   ___ **पी. ओ. एस. पी**./ POSP : _____

   ___ **उत्पाद की मात्रा**/Stacking of Product : _____

6.

Product	**Target for the Assessment year _____**	**Achievement during the Assessment year _____**	**Achievement in Percentage**	**Targets for the Next year _____**
Urea (MT) (NCU)				
Bentonite Sulphure(MT)				
Bio-fertilizers (MT)				
DAP (MT)(Imp. +Indi.)				
MOP (MT)				
NPK (MT)				
Micronutrients (MT)				
WSF (MT)				
PDM(MT)				
Compost (MT)				
FOM (MT)				
Total (MT)				
Nano Urea (Lit)				
Seeds (Quintals)				
Agro-chemicals (Lakh Rs.)				

Note: -
1. % age achievement will be restricted to 100% (maximum) & minimum %age for renewal of FRC shall be 65% of Targets of all products.
2. The products which are not supplied against target will not be considered for calculation of %age achievement.
3. In case any party becomes ineligible for FRC Renewal due to some unforeseen circumstances or company is unable to supply material, in such cases the procedure in practice shall be applicable & such cases will be forwarded by Area Office with proper justification for renewal of FRC.
4. In case any restriction imposed by state Govt. in particular district for not supplying during particular month, prorata reduction in targets will be carried out.

7. **सी. एस. एस.** /CSS or **नान सी. एस. एस**.Non- CSS /_____

8. **गोदाम की क्षमता** /Capacity of Godown a) **स्वयं का**/Own: _____**मेट्रिक टन**/MT

b) **किराय का**/Hired: _____ **मेट्रिक टन**/MT

9. **गोदाम की स्थिति**/Condition of the Godown : **अच्छी**/**ठीक**/**खराब**/Good/ Fair/Poor

छत/Roof : _____(Concrete / Corrugated / Asbestos/ Tin etc)

तल/Floor : _____(Concrete /Pucca/Kaccha/Bricks etc)

कुरसी/Plinth : _____feet

10. **प्रतिनिधि फ़र्म का नाम**/ Names of Firms Represented: -
_____

11. **ग्राहक से सम्बन्ध**/Customer relations : **अच्छे /ठीक /खराब** Good /Fair/Poor

12. **एन. एफ. एल. की प्रोत्साहन गतिविधियों में अभिरुचि/ :अच्छे /संतोषजनक /खराब**
Interest in NFL's Promotional Activities Good /Satisfactory/Poor

13. **भुगतान रुचि**/ Payment Behavior : **अच्छे /संतोषजनक /खराब** Good /Satisfactory/Poor

14. Outstanding as on 31st December _____ : Rs_____ /-

15. **क्या अपेक्षित सुरक्षा राशि जमा कारवाई गई है? विवरण दे।** Rs._____ /-
Whether the required security amount has been deposited? Give details

16. i) **क्या संदर्भधीन समयावधि के दौरान नाम/ कार्यशैली/ढांचे में बदलाव हुआ था**?/ **हाँ/नहीं (यदि हाँ तो शपथपत्र सल्ग्न करे)** Yes/ No (Enclose Affidavit if Yes)

Change in Name/Style/Constitution during the period under ref.

ii) **अगर हाँ तो क्या एन. एफ. एल. को इस बारे में सूचना दी गयी थी और सक्षम प्राधिकारी से अनुमोदन लिया गया था** /If yes whether same has been intimated to NFL, & approved by Competent Authority

17. i) **क्या डीलर को कभी ई. सी. ए. /एफ. सी. ओ. के अतिक्रमण का दोषी पाया गया है या समीक्षाधीन अवधि के दौरान दिवालिया हुआ है? यदि हाँ, तो विस्तारपूर्वक बताएं।** Whether Dealer has been Booked for violation of E.C.A./F.C.O. has become insolvent during the period under review if yes, give details **हाँ/नहीं** Yes/ No _____

जिला प्रभारी का नाम, पद व हस्ताक्षर
Signature, Name, Designation of District in-charge

क्षेत्रीय प्रबन्धक की सिफ़ारिश / Recommendation of Area Manager

Name _____ **Designation** :_____ **Place** _____

Recommended / Not Recommended (Give Reason)

डीलरशिप चालू रखी जाए/बन्द की जाए/Continue/ Discontinue (With reason) the dealership:

_____
_____

डीलर के कार्य निष्पादन को सुधारने का सुझाव/ Suggestion for improving the performance of the dealer

_____
_____

क्षेत्रीय प्रबन्धक के हस्ताक्षर
(Signature of Area Manager)

राज्य प्रबन्धक की टिप्पणी/ सिफ़ारिश **Name** _____
Remarks/ Recommendation of State Manager **Desingantion** _____ **Place** _____

_____
_____
_____

राज्य प्रबन्धक के हस्ताक्षर (Signature of State Manager)

Name _____ Desgn. _____ Place _____

Remarks of selection Committee

Signature Name & Desgn.	Signature Name & Desgn.	Signature Name & Desgn.	Signature Name & Desgn

ANNEXURE – 5

DEALER AGREEMENT

(In duplicate/Original with the Organization and a copy with the Dealer)

THE AGREEMENT made and entered into this …….day of …… by and between National Fertilizer Ltd. a Company registered in India under Companies Act, 1926 and having its registered office at Core-III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, India and carrying its business,inter alia, through its Zonal Marketing Office_____ (hereinafter termed NFL), which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the ONE PART. and ……

(hereinafter referred to as the DEALER), which term shall mean and include, wherever the context so permits their heirs, assigns, successors and administrators) of the OTHER PART.

WITNESSETH:

WHEREAS NFL has agreed to appoint……..as its Dealer on a non-exclusive basis and……has agreed to act as a Dealer of NFL at …… the taluk/tehsil……. .of …….. in the district of……..in the State of……..subject to the terms and conditions mentioned hereinafter.

1. **PERIOD**

   The appointment shall initially be on probation for a period of 12 months during which the material shall be supplied on cash and carry basis. The Wholesale Dealer / NFL Exclusive Retailership shall be regularized after the review of the performance Appraisal of the dealer during the probation period.

2. **PRODUCTS**

   NFL shall ordinarily offer for sale, products manufactured, imported, procured and marketed by it from time to time.

3. **PACKING**

   The size, quantity, weight or volume contained in each packing of Kisan Urea and other products and the packing material used shall be as deemed appropriate by NFL.

4. **QUANTITY**

   The quantity of Kisan Urea and other products that NFL shall accept for supply to the Dealer against his oral/written indent shall be subject to the availability of the products and NFL's

sales Plan/programme. The Dealer shall have no claim against NFL for non acceptance of the whole or any part of the quantities Indented orally or in writing by the dealer for the supplies.

5. **PRODUCT RELEASE**

The dealer shall lift the monthly targeted quantities of NFL products allotted to him. NFL District Officer shall issue to the dealer Delivery Order specifying the quantity of Kisan Urea and other products authorized for delivery to the dealer from the designated warehouse. The Dealer, accepting the release of Kisan Urea and other products by NFL shall sign on all copies of the Delivery Order.

6. **PRICES**

NFL shall have the right to fix and convey the prices of its products, at which the dealer shall pay for the products purchased by the dealer. Price revision, taxes, duties and levies made applicable by the Central or State Govt. or other local bodies shall be payable by the dealer effective from the dates such revisions are made applicable, whether communicated to the dealer separately by NFL or not. The taxes duties or levies are over and above the notified prices.

7. **COMMISSION AND REBATES**

NFL at its options shall fix, revise and notify from time to time the commission and rebates payable to the dealer on the sale of its products, if applicable.

8. **DELIVERY**

1. NFL shall instruct its Handling & Transport Agent at rake-point/warehouse for issue of the products to the dealer against production of valid delivery order issued by NFL.

2. The method and place of delivery shall be determined and communicated to the dealer by NFL from time to time.

3. a) The title to and risk of loss of the products delivered to the dealer shall pass on to the dealer upon loading into the road transport vehicle and obtaining acknowledgement.

   b) Block Transfer: In case the product due for delivery to the dealer has been transferred to the Wholesale Dealer / NFL Exclusive Retailer account at the NFL field warehouse. Delivery of the products against delivery order shall be arranged as soon as practicable.

4. Charges for loading at NFL field warehouse shall be borne by NFL.

9.0 **PAYMENT**

9.1 The dealer shall make necessary financial arrangement for the value of the products requested by him and accepted for release by NFL before issue of the delivery order in

such manner acceptable to NFL. The supplies shall be made as per company sales term.

9.2 Products delivered to the dealer will be invoiced at the prices prevailing or applicable on the date of issue of D.O. by NFL for such products.

10. **SALES PROMOTION:**

The dealer shall promote the sale of Kisan Urea and other NFL products as mutually decided from time to time and by distribution and exhibition of the printed literature posters and dealer signboards supplied to the dealer by NFL.

11. **TRADE MARKS**

11.1 The dealer shall use NFL trade name and trade mark only to the extent required to identify, advertise and sell Kisan Urea & other products. The dealer shall not mix, blend, dilute of contaminate any bag of Kisan urea & other products of use Kisan Urea & other products for any purpose not covered by this agreement. NFL shall have the right at all times to inspect the products in the possession of the dealer and also in the possession of the dealer and also in the possession of the dealer branches/sub-Wholesale Dealer / NFL Exclusive Retailer, if any, to ensure that all conditions and statutory obligations are duly complied with and to determine adherence to quality and trade mark authorizations.

11.2 NFL shall made any change in its trade mark and trade name which are used on and for products as it may consider necessary.

12. **WARRANTY AND CLAIMS**

12.1 The dealer's claim for defective packaging/defective product/shortage of any product or for any other reason, shall be made in writing to NFL. Area office assigned to the area of the dealer within the prescribed time and in the manner stipulated by NFL from time to time.

12.2 NFL shall have the right and the dealer shall give the opportunity to make such inspection as it deems necessary to determine validity of such claim.

12.3 No claim by either party for indirect, consequential or for remote damages shall be entertained.

13. **GENERAL**

13.1 **DEPOSIT**

This appointment as dealer is subject to the dealer making a security deposit of desired amount through RTGS/NEFT to NFL. For this the EMD amount deposited by the dealer along with Wholesale Dealer / NFL Exclusive Retailership Application shall be converted into refundable Security Deposit for Wholesale Dealer / NFL Exclusive Retailership on appointment

as dealer. NFL shall, however, have the right to appropriate the deposit for any breach or failure on the part of the dealer without prejudice to other remedies available to it and when so appropriated, the dealer shall replenish the amount appropriated. On termination of the Wholesale Dealer / NFL Exclusive Retailership, the deposit shall be refunded after adjustment of any final claim that NFL may have against the dealer along with interest as per company policy. The Security Deposit will not carry any Interest and will be refunded on termination / resignation of the Wholesale Dealer / NFL Exclusive Retailership and after company's property is being returned by dealer.

13.2 NFL has the right at any time and from time to time to appoint other Wholesale Dealer / NFL Exclusive Retailer, wholesales, or any other agency to sell and market Kisan Urea & other products, besides selling and distributing directly, in the area(s) of the dealer's operational area.

13.3 The dealer shall comply with the rules, regulations and the procedures of the E~~e~~ssential C~~c~~ommodities Act 1922, the Fertilizer (Control) O~~o~~rder 1927, the Fertilizer (Movement C~~c~~ontrol) O~~o~~rder 1973 , Legal Metrology Act, 2009, Legal Metrology (Packaged Commodities) Rules, 2011~~packaged commodities (Regulation) Order 1972~~ and of any other law or Govt. regulations, now existing or enforced at any future date or any amendments make there from time to time. The dealer shall in particular comply with the provisions relating to licenses, license fee, storage facilities, records, submission of return and reports inspection by authorized officials, prices quality of agricultural inputs and packages and other directives/laws/regulations that may be brought into force from time to time. The dealer must have GST registration as may be applicable in the state.

13.4 a) The dealer shall obtain a Certificate of Registration immediately after receiving Source Certificate on Form 'O' Issued by NFL in case, the Dealer is already a registered dealer of fertilizers, he will arrange to get NFL's name and product endorsed in Fertilizer Registration Certificate (FRC).

b) In case there is any change in the constitution of the dealer's firm/agency as declared in application form In terms of change in partners/Directors or in any other way, the dealer shall notify to NFL in writing such changes within one month from the date of such changes. NFL reserves the right to approve or disapprove the change/s so made in constitution of the firm/agency, as the case may be, at its sole description.

13.5 The dealer shall maintain proper account for all Kisan Urea & other products purchased and sold in wholesale as well as retail separately and duly report to NFL and Distt. Agriculture Deptt. as per procedure.

13.6 NFL representatives shall from time to time call on the dealer in order to keep NFL informed about the marketing conditions and evaluate the effectiveness of Wholesale Dealer / NFL Exclusive Retailer contribution to the overall marketing programs.

14.0 TERMINATION

Without prejudice to claim of any dues to either party, this appointment shall be terminated by either party on 30 days notice in writing sent by Registered Post. Notwithstanding this provision, NFL shall be entitled to terminate the Wholesale Dealer / NFL Exclusive Retailership without notice to the dealer, if any of the conditions contained herein are contravened by the Dealer or if any of the information furnished in the Wholesale Dealer / NFL Exclusive Retailership Application is found to be not true or if the Dealer is suspected of indulging in trade practices detrimental to the interest of NFL.

15.0 FORCE MAJEURE

Any default or failure of supply of product by NFL shall not give rise to any claim for damages against NFL, if and to the extent caused by force majeure or matters beyond the reasonable control of NFL including but not limited to causes of acts of GOD, acts of Governmental Authority, strike or other concerned acts of workmen, riots, floods, explosions, breakdown of plant, extraordinary severe weather conditions, civil commotions etc.

16.0 ARBITRATION

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

A written notice shall be given by the Dealer invoking arbitration to National Fertilizers Limited through Director (Marketing), NFL

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

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within

30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

The seat and venue of arbitration shall be at _____(Place Zonal Office) .

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties."

17.0 **JURISDICTION:**

This Agreement shall be subject to the exclusive jurisdiction of Courts at _____ (Place of Zonal Office)

IN WITTHNESS WHEREOF the parties have set their hands on the day, month and year mentioned above.

In the presence of witness.

(Authorized Signatory)

(Name of Organization and Seal)

Dealer's Signature with Seal

Date:

1.Witness 2.Witness.

ANNEXURE – 6

APPLICATION FORM NO. ……..

RECENT PASSPORT PHOTOGRAPH OF APPLICANT DULY SIGNED

NATIONAL FERTILIZERS LIMITED

CENTRAL MARKETING OFFICE
A-11, SECTOR-24, NOIDA – 201301 (U.P.)

APPLICATION FOR:

A. *Change in name/style and/or

B. *Change in constitution and/or

C. *Change in location

Existing name of the Firm : _____

Dealer Code : _____

Year of initial appointment : _____

State : _____

District : _____

Tehsil / Taluka : _____

Block : _____

Mandi : _____

Sale Point : _____

Details of Wholesale Dealer / NFL Exclusive Retailership Security : DD NO. _____ Bank _____

Amount (Rs.) _____

* Please tick one or more as applicable.

1. **Type of Change**

A Change in Name/ Style

(i) Existing Name :

(ii) Proposed Name :

(iii) Reasons for Change :

For Office use- Does any other dealer with the same name is in existence at that location, district, state YES/NO

B Change in Location

(i) Existing Name :

(ii) Propsed Name :

(iii) Reasons for Change :

(For Office use- Number of Wholesale Dealer / NFL Exclusive Retailer existing at the proposed location and does any vacancy esists at the proposed location and the likely impact on sales on change of location)

_____

C. **Change in Constitution**

1. **Proprietorship to Partnership:**

(i) Name of the existing Proprietor : _____

(ii) Name of the Partners in the new firm and their share (please enclose a attested copy of Partnership Deed):

_____

_____

(iii) Reasons for proposed change :

_____

_____

2. **Partnership to Proprietorship:**

(i) Name of the existing Partners and their share (Please enclose attested copy of Partnership Deed and Dissolution Deed of Partnership):

_____

_____

(ii) Name of the proposed Sole Proprietor and the proposed name of the firm (Enclose Sole proprietorship affidavit) :

_____

(iii) Reasons for proposed change:

_____

3. **Change in Partners of the existing partnership:**

(i) Details of the existing Partners and their share (attested copy of the old Partnership Deed):

_____

_____

(ii) Details of the new partners and their share (Enclose attested copy of the new partnership deed):

_____

(iii) Will there be any change in the name of the firm after change. If so, the new name of the firm

_____

(iv) Reasons for proposed change:

_____

_____

4. Proprietorship to Company:

(i) Name of the existing Firm / Sole Proprietor:

_____

_____

(ii) Name of the new entity (enclose attested copies of the Memorandum & Article of Association & Certificate of Incorporation of the new company):

_____

_____

(iii) name of the existing directors:

_____

_____

(iv) Reasons for Change:

_____

_____

_____

5.0 **Partnership to Company:**

(i) Name of the existing firm and partners alongwith their shares:

_____

_____

_____

(ii) Name of the new entity (enclose attested copies of the Memorandum & Article of Association & Certificate of Incorporation of the new company):

_____

_____

_____

(iii) Name of the existing directors:

_____

_____

(iv) Reasons for change:

_____

_____

II. **Financial arrangement**

Particulars	**Existing**	**After Change**
~~Pledge~~		
~~Hypothecation~~		
Clean Overdraft		
LC		
Any Other		

III. **Annual Sales**

Particulars	**For the last 2 Years**	**Proposed for Next 3 Years**
1.		
2.		
3.		

IV. **FRC No. & Date :** _____

V. **Shop Floor Area :**

EXISTING

(i) Location : Prime/Business/Other _____

(ii) Godown Area : Own _____ Sq. Mtr.

: Hired _____ Sq. Mtr.

: Both _____ Sq. Mtr.

(iii) Staff : Salesman (Nos.) _____ Sq. Mtr.

: Others (Nos.) _____ Sq. Mtr.

AFTER CHANGE

(i) Location : Prime/Business/Other _____

(ii) Godown Area : Own _____ Sq. Mtr.

: Hired _____ Sq. Mtr.

: Both _____ Sq. Mtr.

(iii) Staff : Salesman (Nos.) _____

: Others (Nos.) _____

VI. Name of Sister Concerns in Fertilizer Business (if any with details of Company's represented and annual off-take.

Name of the Company	Urea	DAP	MOP	Others
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

VII.(i) Permanent A/c No. (PAN) of the Firm/Company : _____

(ii) Year upto which assessed : _____
(attach certified copies of Income Tax Return for the last three years)

VIII. Particulars of GST Registration, if any (attach Certified copy of GST Return for the last three Years) : _____

IX. Details of Immovable Property(s) in the name of Proprietor/Partners/Firm

Details of Immovable Property	Address/Location	Plot Size/Covered Area (Sq.m.)	Estimated Value (Rs. Lakhs)	Whether Hypothecated/Pledged
Shop/Office				
Godown				
Commercial Plot(s)				
Residential Plot(s)				
House(s)				
Flat(s)				
Agri. Land(s)				
Others (specify)				

Note: Attach Valuation Certificate from Approved Valuer.

AFTER CHANGE

Details of Immovable Property	Address/Location	Plot Size/Covered Area (Sq.m.)	Estimated Value (Rs. Lakhs)	Whether Hypothecated/ Pledged
Shop/Office				
Godown				
Commercial Plot(s)				
Residential Plot(s)				
House(s)				

Flat(s)				
Agri. Land(s)				
Others (specify)				

(Attach documentary proof in the shape of Revenue Receipt. Municipal Tax Receipts, Sale Deed of Properties. Registration Certificate, etc.)

X. Will you be able to furnish BG/ LC for supplies. If yes, the Extent of BG/LC that can be Given (attach certificate from Bank) Yes/No. _____

XI. Details of the Applicants relations having NFL's Wholesale Dealer / NFL Exclusive Retailership

Name & Address of the Firm Relationship

_____ _____

_____ _____

XII. Details of the Applicant's having NFL's H&T, PG or other Contract

Name & Address of the Firm Relationship Period

XIII. Details of the Applicant's relations working in NFL

Name of Designation Place of Posting

_____ _____

_____ _____

XIV. Has the applicant suffered penalty under the Essential Commodities Act and/or Fertilizers Control Order or any other law, If yes, give details _____

_____

XV. Has ever the company stopped/suspended supplies of the existing dealer for any reason, please give details.

XVI. Status of outstanding as on date, if any :

Provide upto which the account stand reconciled

I/We confirm that the particulars as given above are true. In case any information is found incorrect even at subsequent stage, NFL management shall have the sole discretion for termination of Wholesale Dealer / NFL Exclusive Retailership forthwith. I/We also undertake to abide by the terms and conditions of appointment.

Signature of the Applicant
(with seal)

INSTRUCTIONS:

1. Strike off whichever is not applicable.

2. Applicant must be:
   (i) Sole Proprietor in case of Sole Proprietorship.

   (ii) Partner, in case of Partnership.

   (iii) Director, in case of Company
   President or Secretary, in case of Co-operative Institution.

3. Only authorized representative to deal with on behalf of the Dealer. In case of Partnership, only to a partner and in case of a Company, a person duly authorized by a Director /Managing Director. In case of a Proprietorship, proprietor would deal on behalf of his firm.

4. Copies of documents submitted should be certified by a Gazetted Officer/Notary Public or an Officer of NFL not below the rank of Chief Manager.

5. The Firm/Company having any Common Partners/Directors/ /Proprietors/Blood relatives/Husband/Wife, or under the same management shall be considered as Sister Concern.

6. Please attach the authorization in case of a partnership/ company as below.

(a) We hereby authorize Mr. _____, Partner to deal with NFL and bind ourselves jointly and severally for any liability arising out of this Wholesale Dealer / NFL Exclusive Retailership.

Name of Partners Signatures

- _____ _____
- _____ _____
- _____ _____

(b) We hereby Authorize Mr._____, Authorized Representative of our Company to deal with NFL and bind our Company for any liability arising out of this Wholesale Dealer / NFL Exclusive Retailership.

Authorized vide Board Resolution No. _____ dated_____ (please attach certified copy of the Board Resolution/Authority)

List of Enclosures:-

S.No.	Point No.	Name of Document	Yes	No	Not Required
		Address Proof			
		Valid Caste Certificate for			
		Proprietorship Affidavit/ Partnership Deed			
		Power of Attorney			
		Article & Memorandum of Association			
		Certificate of Registration			
		Copy of FRC			
		Indemnity Bond			
		Balance Sheet for last three years			
		Copy of latest updated Pass Book			
		Proof of Financial Arrangements			
		Banker's Certificate			
		IT Returns/Assess. Orders for last 3 years			
		GST Returns for last 3 years			
		Proof of Immovable Properties			
		Month-wise breakup of Estimated Off-takes			
		Undertaking as per requirement			
		Any Other (please specify)			

For Official Use

Recommendations of the Field Officer, Area Manager, State Manager Particularly with regard to the following :-

1. Whether the change requested is justified.

2. If yes, whether there will be any impact on the financial position of the dealer after change in constitution.

3. Whether there is any outstanding due from the dealer on the date of application and upto what date the accounts stand reconciled.

4. Comments on the commitment of the dealer to the Company and their past relationship with the company particularly with regard to lifting, realization.

Signature of District Incharge (with name & Designation)

Signature of Area Incharge (with name & Designation)

Signature of State Incharge (with name & Designation)

Application Form No. _____

Recent photographs of applicants duly signed

NATIONAL FERTILIZERS LIMITED
CENTRAL MARKETING OFFICE
A-11, SECTOR-24, NOIDA - 201301 (U.P.)

APPLICATION FOR APPOINTMENT OF NFL EXCLUSIVE RETAILER

Name of the District / Blocks applied for ----------

[List of Districts / Blocks where exclusive retail dealers are to be appointed is as per Annexure-I]

1 **Name of the Agency** **M/s**----------

2 **Address**

	Office/Shop	**Residence**
Building/Premises No.	_____	_____
Block, Tehsil	_____	_____
District	_____	_____
State	_____	_____
PIN Code	_____	_____
Ph:-	_____	_____
Mobile No.	_____	_____

3 **Category:** Please tick | Reserved | Special | General |

Reserved	:	Scheduled Caste (SC) / Scheduled Tribe (ST)
Special	:	Ex-Servicemen / War Widows or dependents/Other Backward Class/ Freedom Fighters/Differently abled/ Un-Employed Graduate/NFL's Ex-employee or their dependents.
General	:	All others

4 **Firm Details**

Agency Details	Proprietorship	Partnership	Body Corporate	Co-operative Society/Institution
Constitutional Status (tick where applicable)				
Name of Proprietor/ Partners/Directors/ President and Secretary of Co-operative Society		1. 2. 3.	1. 2. 3.	
GST No.				
PAN No.				

5 **Educational Qualification** :_____
(Copies of Certificates of applicant/s)

6 **Language known**:

a. Reading 1_____ 2_____

b. Writing 1_____ 2_____

7 **Details of Existing Business Operations (if any)**

i)

Location	**Year Established**	**Type of Business**	**Turnover (Rs. In lac)**	**Any other Details**	**License No as applicable**
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

ii) **If in fertilizer business, Volume of Fertilizers sold in last year (in MTs)**

Name of the Company	**Urea**	**DAP**	**MOP**	**Others**

iii) **Details of sister concern firm working with NFL? (If any) Please give**

Name:_____ Party Code_____ District_____

8 **Bank Account Details**

A) Bank Name Branch with Address Account type Account Number IFSC No.
_____ _____ _____ _____ _____

B) **Financial Details:-**

i) Credit Limit extended by the Bank: Rs. ……

ii) Hypothecation/Pledge limit: extended by the Bank Rs…….

9 **Details of Immovable Property(s) in the name of Proprietor/Partners/Corporate/Co-Op, Society etc.**

Type of Immovable Property	Address/ Location	Plot Size/ Covered Area (Sq.Mtr.)	Estimated Value (Rs. In Lakhs)	Encumbered/Unencumbered (provide details)

10 **Minimum Committed month wise Off-take of NFL Products during the year**

Products	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	**Total**
Urea(MT)													
DAP(MT)													
NPKS(MT)													
MOP(MT)													
Bio-Fert(Ltrs)													
Seeds(Qtls)													
Pesticides (Lacs)													
Bentonite Sulphur(MT)													
Compost(MT)													
Other Products													

11. How much money can you invest in this business Rs. _____

12. Shop/Godown Details

Particulars	Shop			Godown Area		
	Own	Hired	Total	Own	Hired	Total
Location						
Floor Area						

13. Details of Applicant's relatives working in NFL

Name & Designation	Place of Posting	Relation
i) _____	_____	_____
ii) _____	_____	_____

14. Has the applicant suffered any penalty under the Essential Commodities Act and /or Fertilizers Control Order or any other law of the Country? If yes, give details _____

15. Is the applicant associated with a Mixing plant in any manner? Yes / No

16. Details of EMD deposited through RTGS / NEFT

UTR No.	**Date**	**Name of Bank & Branch**	**Amount(Rs.)**
…….	……..	……	…….

I/We apply for Retail dealership on exclusive basis for NFL Products fully understanding the terms & Conditions, specifically the conditions of exclusively dealing with/selling NFL products. Accordingly, it is undertaken that I /We shall exclusively deal/sell products of NFL and shall not, in any manner, deal with/sell products of any other company(ies). In case any contravention of this condition is observed and found by NFL dealing with or selling products of any other company, retail dealership shall be liable to be terminated forthwith and security deposit shall stand forfeited in favour of NFL.

I/We confirm that the particulars as given above are true. In case any information is found to be incorrect even at subsequent stage, NFL shall have the right to reject the application/ terminate the retail dealership forthwith. I/ we also undertake to abide by the terms and conditions of appointment.

Signature of the Applicant along with
Seal of the Agency/Firm
(Proprietor/ Partner/Director/
President & Secretary etc.)

Note : 1 NFL reserves the right to allocate the territory to the retail dealer within distt.

2 For filling up the form and submission of documents, please refer the Instructions and guidelines and list of documents & Earnest Money Deposit (EMD) for eligibility.

LIST OF THE DOCUMENTS TO BE SUBMITTED WITH APPLICATION FORM

S. No.	Name of Document (all documents should be duly notarized / attested)	Serial No. of application form.	Attached (Yes/No.)
1	**Address& Identity Proof** (Any two of Ration Card, Voter Identity Card, Aadhaar Card, Driving License, Electricity Bill)	2	
2	Valid Caste Certificate for SC/ST Candidates (from Tehsildar & above), Attested copy.	3	
3	Valid requisite Certificate for Special Category	3	
4	Affidavit for sole Proprietorship	4	
5	Copy of Partnership deed in case of Partnership firm	4	
6	Article and Memorandum of Association for Body Corporate	4	
7	Certificate of Incorporation for corporate body by Registrar of Companies .	4	
8	Certificate of Registration & Bylaws for Coop/Institutions	4	
9	Copy of GST / Tin Registration .	4	
10	Copy of PAN No.	4	
11	Copy of F.R.C./Pesticide Licence, Seed Licence, if already in fertilizers/pesticide/seed trade.	7	
12	Banker Certificate in Original	8	
13	Copies of papers related to immovable properties (like sale deed, land registration deed, etc.)	9	
14	Copies of Balance Sheet for last 3 years , if applicable	For information	
15	I.T. Returns/ Assess. Orders for last 3 years	For information	
16	GST Returns for last 3 years	For information	
17	Bank Statement last 6 months	For information	
18	Any Other (Please Specify)	For information	

NATIONAL FERTILIZERS LIMITED
A-11, SECTOR-24, NOIDA - 201301 (U.P.)

TERMS AND CONDITIONS

NFL shall appoint retail dealer on exclusive basis at designated Block/Tahsil/Taluka in the District subject to the following terms and conditions.

1. PERIOD

The appointment shall initially be on probation for a period of 12 months during which the material shall be supplied on cash and carry basis. The retail dealership shall be regularised after the review of the performance Appraisal of the retailer during the probation period.

2. PRODUCTS

NFL shall ordinarily offer for sale, products manufactured, imported, procured and marketed by it from time to time.

3. PACKING

The size, quantity, weight or volume contained in each packing of Bharat urea and other products and the packing material used shall be as deemed appropriate by NFL.

4. QUANTITY

The quantity of Bharat urea and other products that NFL shall accept for supply to the Retailer against his oral/written indent shall be subject to the availability of the products and NFL's sales Plan/ programme. The Retailer shall have no claim against NFL for non-acceptance of the whole or any part of the quantities indented orally or in writing by the retailer for the supplies

5. PRODUCT RELEASE

The retailer shall lift the monthly targeted quantities of NFL products allotted to him. NFL District Officer shall issue to the retailer Delivery Order specifying the quantity of Bharat urea and other products authorized for delivery to the retailer from the designated rake-point/warehouse. The Retailer, accepting the release of Bharat urea and other products by NFL shall sign on all copies of the Delivery Order.

6. PRICE

NFL shall have the right to fix and convey the prices of its products, at which the retailer shall pay for the products purchased by the retailer. Price revision, taxes, duties and levies made applicable by the Central or State Govt. or other local bodies shall be payable by the retailer effective from the dates such revisions are made applicable, whether communicated to the retailer separately by NFL or not. The taxes duties or levies are over and above the notified prices.

7. COMMISSION AND REBATES

NFL at its options shall fix, revise and notify from time to time the commission and rebates payable to the retailer on the sale of its products, if applicable.

8. DELIVERY

i) NFL shall instruct its Handling & Transport Agent at rake-point/warehouse for issue of the products to the retailer against production of valid delivery order issued by NFL.

ii) The method and place of delivery shall be determined and communicated to the retailer by NFL from time to time.

iii) a) The title to and risk of loss of the products delivered to the retailer shall pass on to the retailer upon loading into the road transport vehicle and obtaining acknowledgement.

b) Book Transfer: In case the product due for delivery to the retailer has been transferred to the retailer's account at the NFL field warehouse. Delivery of the products against delivery order shall be arranged as soon as practicable.

iv) Charges for loading at NFL field warehouse shall be borne by NFL.

9. PAYMENT

i) The retailer shall make necessary financial arrangement for the value of the products requested by him and accepted for release by NFL before issue of the delivery order in such manner acceptable to NFL. The supplies shall be made against advance payment only during the probationary period of 12 months.

ii) Products delivered to the retailer will be invoiced at the prices prevailing or applicable on the date of issue of D.O. by NFL for such products.

iii) Additional securities of Rs.6.00 lakh is to be given by retailers for supplying material on credit.

10. SALES PROMOTION :

The retailer shall promote the sale of Bharat urea and other NFL products as mutually decided from time to time and by distribution and exhibition of the printed literature, posters and retailer signboards supplied to the retailer by NFL.

11. TRADE MARKS

i) The retailer shall use NFL trade name and trade mark only to the extent required to identify, advertise and sell Bharat urea & other products. The retailer shall not mix, blend, dilute or contaminate any bag of Bharat urea & other products or use Bharat Urea & other products for any purpose not covered in the terms and conditions. NFL shall have the right at all times to inspect the products in the possession of the retailer and also in the possession of the retailer" branches/subretailers, if any, to ensure that all conditions and statutory obligations are duly complied with and to determine adherence to quality and trade mark authorizations.

ii) NFL shall make any change in its trade mark and trade name which are used on and for products, as it may consider necessary.

12. WARRANTY AND CLAIMS

i) The retailer's claim for defective packaging/defective product/shortage of any product or for any other reason, shall be made in writing to NFL. Area Office assigned to the territory of the retailer within the prescribed time and in the manner stipulated by NFL from time to time.

ii) NFL shall have the right and the retailer shall give the opportunity to make such inspection as it deems necessary to determine validity of such claim.

iii) No claim by either party for indirect, consequential or for remote damages shall be entertained.

13. GENERAL

i) DEPOSIT

This appointment as a retailer is subject to the retailer making a security deposit of desired amount through RTGS/NEFT to NFL. For this the EMD amount deposited by the retailer along with Retail dealership Application shall be converted into refundable Security Deposit for retail dealership on appointment as retailer. NFL shall, however, have the right to appropriate the deposit for any breach or failure on the part of the retailer without prejudice to other remedies available to it and when so appropriated, the retailer shall replenish the amount appropriated. On termination of the retail dealership, the deposit shall be refunded after adjustment of any final claim that NFL may have against the retailer along with interest as per company policy. The Security Deposit will not carry any interest and will be refunded on termination / resignation of the retail dealership and after company's property is being returned by retailer.

ii) NFL has the right at any time and from time to time to appoint other retailers, wholesaler, or any other agency to sell and market Bharat urea & other products, besides selling and distributing directly, in the area(s) of the retailer's operations.

iii) The retailer shall comply with the rules, regulations and the procedures of the essential commodities Act 1955, the Fertilizer (Control) Order 1957, the Fertilizer (Movement Control) Order 1973, Packaged Commodities (Regulation) Order 1975 and of any other law or Govt. regulations, now existing or enforced at any future date or any amendments make there from time to time. The retailer shall in particular comply with the provisions relating to licenses, license fee, storage facilities, records, submission of return and reports inspection by authorized officials, prices quality of agricultural inputs and packages and other directives/laws/regulations that maybe brought into force from time to time. The retailer must have GST Registration as may be applicable in the state.

iv) a) The retailer shall obtain a Certificate of Registration immediately after receiving Source Certificate on Form 'O' issued by NFL. In case, the Retailer is
already a registered retailer of fertilizers, he will arrange to get NFL`s name and product endorsed in Fertilizer Registration Certificate (FRC).

b) In case there is any change in the constitution of the Retailer's firm/agency as declared in application form in terms of change in partners/Directors or in any other way, the retailer shall notify to NFL in writing such changes within 30 days from the date of such changes. NFL reserves the right to approve or disapprove the change/s so made in constitution of the firm/agency, as the case may be, at its sole discretion.

v) The retailer shall maintain proper account for all Bharat urea & other products purchased and sold in retail and duly report to NFL and Distt. Agriculture deptt. as per procedure.

vi) NFL representatives shall from time to time call on the retailer in order to keep NFL informed about the marketing conditions and evaluate the effectiveness of retailer's contribution to the overall marketing programmes.

14. TERMINATION

Without prejudice to claim of any dues to either party, this appointment shall be terminated by either party on 30 days' notice in writing sent by Registered Post. Notwithstanding this provision, NFL shall be entitled to terminate the retail dealership without notice to the retailer, if any of the conditions contained herein are contravened by the Retailer or if any of the information furnished in the Retail dealership Application is found to be not true or if the Retailer is suspected of indulging in trade practices detrimental to the interest of NFL.

15. FORCE MAJEURE

Any default or failure of supply of product by NFL shall not give rise to any claim for damages against NFL, if and to the extent caused by force majeure or matters beyond the reasonable control of NFL including but not limited to causes of acts of GOD, acts of Governmental Authority, strike or other concerned acts of workmen, riots, floods, explosions, breakdown of plant, extraordinary severe weather conditions, civil commotions etc.

16. ARBITRATION

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

(b) A written notice shall be given by the retailer invoking arbitration to National Fertilizers Limited through Chairman & Managing Director, National Fertilizers Limited.

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

(d) Where the claim including determination of interest, if any, being claimed, up to the date of commencement of arbitration exceeds Rupees Five Crore, the reference shall be made to arbitral tribunal consisting of three Arbitrators. Each party shall nominate one Arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated Arbitrators shall appoint the Presiding Arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an Arbitrator on its behalf within the period specified, or the two Arbitrators fails to nominate Presiding Arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

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

(g) The seat and venue of arbitration shall be at NCT OF DELHI.

(h) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Arbitral Tribunal. The decision of the Arbitral Tribunal shall be final and binding on all parties.

17. Suitable consideration and accordingly preference in selection shall be given to SC/ST applicants and special category applicants, which comprise of backward classes, freedom fighters, physically handicapped, women entrepreneurs, un-employed graduate youth, Ex-Servicemen, Dependent of Defence personnel killed in action and war widows.

These cases should be considered on the basis of a minimum investment for two truckloads of fertilizers. The business should be personally handled by the applicant. Association of outsiders will result in termination of such retail dealerships. Bonafides of the applicant's status should be attested by a Gazetted Officer of the State Agriculture Department. Such retail dealership is not transferable.

18. Retail Dealership shall be on exclusive basis. The retail dealer, so appointed, shall exclusively deal with products of NFL and shall not, in any manner, deal with products of any other company(ies). In case the exclusive retail dealer contravenes this condition and if found by NFL dealing with products of any other company, retail dealership shall be liable to be terminated forthwith and security deposit shall stand forfeited in favour of NFL.

19. The retail dealer shall have its own establishment/outlet for exclusive use under retail dealership and must obtain PoS for selling NFL products in retail to the farmers.

20. A maximum of six number of NFL's retail dealerships can be allotted to any applicant (firm) with same name and style, operative with six different retail Dealer codes in different districts, however the separate setup/outlet and financial arrangements for each retail dealership shall be required.

This will also be applicable in the cases where one district is split in to two or more districts, then the retail dealership of existing retail dealer can be considered in other district(s) by allotting new code and completion of all the documents required for new retail dealership, without going through the procedure of new retail dealer appointment.

21. Special consideration on being an Exclusive Retailer:

a) Subject to availability and movement plan as decided by the Government from time to time, the retail dealer shall be given following quantities during a year / season:

Name of the Product	**Minimum Quantity**	**Maximum Quantity**
Urea	300 MT in a year, i.e. 150 MT in a season	As per choice of Retailer

Name of the Product	**Minimum Quantity**	**Maximum Quantity**
Non-urea (i.e. DAP, NPKS, MOP, Bio-Fert., Seeds, Pesticides, Bentonite Sulphur, Compost, Other Products	200 MT in a year, i.e. 100 MT in a season	As per choice of Retailer

(b) Priority may be given on allotment and supply of products to the parties appointed as exclusive NFL retailers.

(c) Promotional incentives will be given on quantity sold as decided by NFL from time to time apart from other margins.

(d) Quarterly retailer meet will be conducted State-wise at the expense of NFL.

(e) After successful completion period of 12 months, Higher Credit Period and Enhanced Credit Limit will also be extended with instruments in order to secure the stocks supplied. Credit administration procedure will be implemented with Cheques (along with covering letter), Promissory note and affidavit for cheques.

(f) Supply of material may be given on FOR/Ex basis to the NFL exclusive retailers.

(g) Promotional activities may be conducted through the NFL Exclusive Retailers.

(h) The interior design of the outlet may be provided by NFL and accordingly implemented by retailer.

(i) Applicant shall obtain mandatory licence for sale in fertilizers, seeds & agrochemicals etc.

(j) To take care of company property like Sign Boards, point of sale, publicity material etc., Security deposit will be collected as follows:

a. Rs.1,00,000/- for general vacancies
b. Rs.50,000/- for special category in other than general vacancies
c. Rs.25,000/- for reserved category in other than general vacancies

No interest will be paid on Security Deposit.

(k) Any other item as mutually agreed.

22. Storage :- Applicant should have minimum storage capacity of 50.00 MT.

*****

Instructions and Serial wise Guidelines for Filling up Application Form

Applicant has to visit NFL website at **www.nationalfertilizers.com** and to click icon 'MARKETING' and then icon 'RETAILERS' CORNER' to download the Retailer Application Form. The guidelines for filling up the application form are given serially as under.

Photographs: At the beginning of the application form there are boxes for affixing photograph. Two recent photographs, duly attested, each of every Proprietor/Partners/Directors/President and Secretary etc. must be pasted at appropriate place on the application form.

Sr. No.1.		Full name of the Agency is to be written in block letters.
Sr. No.2		Full address of office/shop and residence are to be given separately giving therein the name of Block, Tehsil, District and State along with Pin code and phone and mobile number.
Sr. No.3		The applicant has to tick the category in which he has applied for the retail dealership and submit the attested copies of the supporting documents/ certificates when applying under reserved category.
Sr. No.4		The Agency details are to be given. The applicant is to tick the constitutional status of Agency as applicable. The applicant should indicate the name of Agency and name of its Proprietor/Partners/ Directors/President & Secretary. Please also mention the GST Number and the PAN Number.
Sr.No.5		The applicant has to give the educational qualification (attach the attested copy of the documents)
Sr.No.6		The applicant has to indicate the languages known (reading and writing).
Sr. No.7	(i)	Details of existing business operations giving therein the location, establishment year, type of business, turnover (Rs. In Lac) and License No. as applicable, is to be given for each business handled.
	(ii)	If in fertilizer business, the volume of different fertilizers sold in the last year is to be given company wise.
	(iii)	Details of sister-concern firm working with NFL (if any) is to be given.
Sr. No.8	A.	Details of Bank account i.e. name of the bank, branch with address, account type, account number and IFSC No. are to be given.
	B.	Financial details for credit limit and hypothecation/pledge limit extended by the Bank along with documentary proof.
Sr.No.9		Details of the immovable property(s) in the name of Proprietor/Partners/ Directors/President & Secretary etc. are to be given indicating therein the type of property, address/location, size/cover area, estimated value with documentary proof and encumbered/unencumbered details.
Sr.No.10		Minimum committed month-wise off-take of different products from NFL is to be furnished during the year.

Sr.No.11 Funds to be invested in fertilizer business is to be given.

Sr.No.12 Please give the details regarding the location and floor area of shop and godown (own and hired).

Sr.No.13 Please give the details of applicant`s relatives working in NFL along with Name, designation, place of posting and relation with him.

Sr. No.14 Please give the details if the applicant has suffered any penalty under the Essential Commodities Act and/or Fertilizers Control Orders etc. or any other law of country.

Sr. No.15 Please tick Yes/No whether the applicant associated with a Mixing Plant in any manner.

Sr. No.16 Please furnish the details of EMD deposited through RTGS / NEFT transfers giving therein the UTR No., Date, Name of the Bank & Branch, and amount of EMD transferred.

Signatures : Application Form is to be signed :

a. by Proprietor, in case of a Proprietorship firm.
b. by all the Partners, in case of a Partnership firm.
c. by all the Directors, in case of a Corporate Body/Limited company.
d. by President and Secretary, in case of a Cooperative Society.

GENERAL INSTRUCTIONS

1 All mandatory and informative documents are required to be duly notarized/attested by Gazetted Officer.

2 In case of Reserved and Special categories, the applicant has to submit the documentary proof, as under :

a. In case of SC/ST certificate, the same is to be issued by Tehsildar & above.
b. In case of differently abled person, the certificate should be issued by Chief Medical Officer of the district**.**
c. In Case of Ex-serviceman, the Certificate should be issued by the Board of Ex-Serviceman.
d. In case of unemployed graduate, an affidavit, duly notarized, is to be submitted by the applicant declaring therein his unemployment.
e. Other Backward Class: Copy of below creamy layer certificate issued in last six months by Tehsildar or above.
f. All other special categories to submit appropriate documents/certificates.

3 All the original documents are to be presented for verification at the time of interview by the applicant.

4 The applicant has to fill-in the Check-list of the documents submitted along with the Application Form.

5 The appointment will be on cash & carry basis for a probation period of 12 months.

6 Confirmation as regular retailer will be subject to performance assessment of retailers during the probation period to the satisfaction of NFL.

7 The Application Form must be complete in all respect and must be received before the closing date.

8 In case of any clarification / query, kindly contact through email to respective State Manager.

9 Any information given in Application Form if found hidden or false/incorrect at any point of time in future, the exclusive retail dealership will be terminated by the Company.

10 NFL reserves the right to accept/ reject the application and to decrease/increase the number of vacancies in any district, at any time, without assigning reasons thereof.

*****

ELIGIBILITY CRITERIA, DOCUMENTS & EARNEST MONEY DEPOSIT (EMD)

A. Eligibility Criteria:

1. The applicant must be either a Proprietorship or Partnership Firm or Cooperative Society or Institution or Company (Public or Pvt. Ltd.).

2. The Applicant must deposit the following EMD for the application to be considered:

   a) Rs.1,00,000/- for general vacancies
   b) Rs.50,000/- for special category in other than general vacancies.
   c) Rs.25,000/- for reserved category in other than general vacancies.

   The EMD must be transferred through RTGS / NEFT in the account of National Fertilizers Ltd. at respective Zonal Office as per details given below:

Zonal Office	Bank name	IFSC Code	CC Account Number

3. Minimum 50 MT godown space / fertilizer storage capacity is required.

B. Mandatory Documents for eligibility:

All Mandatory documents listed below will count for eligibility. The copies of the documents must be attested by a Notary Public or a Gazetted Officer.

1. a) Identity Proof : Any of Voter Identity Card, Aadhaar Card or PAN Card.

b) Address Proof : Any two of Voter Identity Card, Aadhaar Card, Driving Licence, Electricity Bill.

2. Status/ Constitution of Firm:

a) Sole proprietor : Attach affidavit of sole-proprietorship

b) Partnership : Attach latest copies of Partnership Deed.

c) Corporate Body : Attach copies of Certificate of Incorporation, and Copy of Memorandum and Article of Association

d) Co-operative Societies & Institutions : Attach copies of:
1. Certificate of Registration and Institutions
2. Bye- laws.

3. **Bank Certificate: Certificate from scheduled bankers,** indicating account no**.,** name of authorised signatory of the account, performance of account including credit limit / hypothecation / pledge limit sanctioned, if any.
   Bank Statement for the last six months period.

4. **Two Photographs each** of Proprietor / all Partners of a firm, all Directors of corporate body / company, President and Secretary of co-operative society.

C. <u>Additional mandatory documents for reserved categories eligibility.</u>

i) For reserved Category – Copy of Valid caste certificate for SC/ST issued by Tehsildar or above.
ii) Copy of graduation degree from recognized University for unemployed graduates and affidavit duly notarized regarding unemployment.
iii) Certificate from Chief Medical Officer of district for differently abled applicant.
iv) Ex-serviceman Board Certificate for self & dependents, etc.
v) Other Backward Class: Copy of below creamy layer certificate issued in last six months by Tehsildar or above.
vi) All other special categories to submit appropriate documents/certificates.

D. <u>Other Documents:</u>

1. **Educational Qualification :** Please attach attested copies of the documents.
2. **Balance Sheet** for last 3 years : Attach certified copies of Balance sheet, GST return, P&L Account. In case of lesser business experience, these documents be submitted for corresponding period.
3. **Proof of financial arrangement**: Through Pledge / Hypothecation / Clean Overdraft/ L.C. Provide the amount and Name of Bank against each.
4. **IT return for last 3 years**: Attach certified copies of IT return, as applicable.
5. **Proof of immovable property**: Copies of registration certificate/sale deed of properties/ Revenue receipt/ Municipal tax receipts, etc. for Shop Office, Godown, commercial plot, residential plot, house, flat, agricultural land etc.
6. **Copy of FRC, Agro-Chemicals, Seed licence:** If already a retailer / dealer of other companies.
7. If already a retailer / dealer of other companies, iFMS ID / PoS Device details (if any).

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Annexure-I

NATIONAL FERTILIZERS LIMITED
ZONAL OFFICE : _____

BLOCK-WISE NEW NFL EXCLUSIVE RETAILER (NER)

S.No.	State	Name of Area Office	Name of District	Name of Block	No. of Vacancies
1.					
2.					
3.					
4.					
5.					
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40.					

AFFIDAVIT

(To be furnished on Non Judicial Stamp Paper of Rs.100/- duly notarized by Notary Public)

I _____ aged _____ years S/o Shri _____ resident of _____ _____ being Proprietor/Partner/President/Secretary of Co-operative Society/Director of Company (Public/Private Ltd.) on behalf of M/s _____ do hereby solemnly declare and affirm as under:

1. That the deponent has applied for retail dealership of NFL at _____ on exclusive basis to deal with products of NFL only.
2. That the deponent having fully understood the terms & conditions of retail dealership on exclusive basis has accepted the offer of retail dealership to deal with products of NFL.
3. That as the retail dealership has been offered by NFL on exclusive basis, the deponent shall exclusively deal with NFL products and shall not, in any manner, deal with products of any other company or companies.
4. That the deponent shall strictly abide the terms & conditions of offer of appointment of retail dealer and in case of any contravention of the stipulations or is found dealing with products of any other company by NFL, retail dealership offered to the deponent shall be liable to be terminated forthwith and security deposit shall stand forfeited in favour of NFL.

Deponent

Dated: _____

VERIFICATION:

Verified that the statement/contents made in this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therefrom.

Deponent

Dated: _____

Chapter-3

HANDLING, TRANSPORTATION

&

WAREHOUSING OPERATIONS

Chapter-3

HANDLING, TRANSPORTATION & WAREHOUSING OPERATIONS

3.1 Introduction

This part of manual refers to:

Handling and transportation operation at the rake points / storage points in the marketing territory of the company and Clearing Forwarding & Storage contract at Port for Importation of Fertilizers. .

Material is made available at the sale points / storage points in the field from the production units primarily by the following three modes;

1. Directly by road from the NFL production units and Seed Production Units(SPU).
2. Movement by rakes up-to the rake points and subsequent movement by road from Rake Points.
3. Direct road movement from Ports

Movement directly by road from the production units has certain limitations, as constraints of loading at the bagging plant, economic viability beyond certain distance. On an average about up to 20% of production is moved directly by road from the production units and the balance is moved by rail to rake-points. Road bridging is required for almost entire quantity moved by rail to the rake-points.

Each rake contains about 2600 – 4000 MTs., of material. To dispose of the material with in the stipulated time allowed by Railways, and without damage to the material, appointment of experienced contractors is important both in respect of placement of material in time and cost of movement.

Quantum planned for each rake-point is to be worked out by the concerned Area in- charge keeping in view the sale during the previous years, allocation under ECA, sales targets for the proposed contract period, road supplies directly from the production units, least cost module etc. Realistic quantum is to be assessed as this is to be incorporated in the tender document. The quantum assessed by Area in-charge is to be examined by the State Manager concerned and approval of Zonal Manager is to be obtained on this movement plan. The movement plan so approved is to be incorporated in the tender document in the relevant clause.

Area office wise movement modules may be prepared by the concerned Area In-charge to feed destinations from different sources, which shall help in assessing the source from where a destination can be fed with the least cost. To work out least-cost modules all the destinations of the Area may be taken into account and cost of movement to these destinations from the rake-points of the concerned Area office, nearby rake- points of another Area office, movement

directly by road from the production units may be taken into account. Such modules shall help in assessing the quantum likely to be handled at a particular rake-point and also economize on the cost of movement. All Area In-charge and other concerned have to ensure that least-cost modules are followed to the maximum extent.

This chapter deals with the modalities of appointment of contractors and various other related issues.

3.2 Award of Contract

Following options can be exercised for finalization of H & T contracts at the rake points.

3.2.1 Open Tender

Open tenders may be invited with two-part bidding through GeM, i.e., calling the technical bid and price bids together. However in case of selection of technical qualification of parties, in the first stage technical qualification may be done on the basis of eligibility criteria & other conditions defined in the NIT. In the second stage price bids of only those parties, who got technically-qualified may be opened. The entire process is to be completed on the fast track, so that the validity of the bid does not expire.

If the tendering is done through the GeM, all the T&C and process of GeM will be followed in totality.

3.3 Process of Open Tender

In the Marketing locations there are only few contractors of repute and sound establishment, except in a limited number of high volume destinations. Stringent terms and conditions deter interested parties from participating in the tender in such locations. This aspect is to be taken care of while finalizing the criteria of selection.

Open Tenders: Open tender shall mean the tenders invited in open and public manner and with adequate notice.

(i) Open Tender (estimated value more than Rs 40.00 Lakh and up to Rs100.00 Lakh)
Enquiry shall only be issued on following (No advertisement in newspaper):
A. NFL website
B. NFL e-tendering site
C. GeM Portal
In addition to above, known contractors / parties may also be intimated through email.

(ii) Open Tender (estimated value above Rs 100.00 Lakh)
In addition to above websites (S.No. A,B,C above), tender advertisement should also be advertised in the leading newspaper as under :

- Hindi National Daily – 1 No.
- English National Daily – 1 No.
- Regional Language – 1 No. (Optional)

In addition to above, known contractors / parties may also be intimated through email.

Note : E-tendering mode shall be adopted in all contracts having estimated value more than Rs 40.00 Lakh. A sample of advertisement is placed at Annexure-I.

The website address of the company should be given in the Advertisements / NIT published in the newspapers. The complete Performa of the application should be displayed in the NIT / Website, with the criteria of selection and details of documents / information required to be submitted by the parties. The applications downloaded from the website and used by the parties shall be considered valid for participating in the tender process.. Parties have to be given sufficient time, which is minimum 21 days from the date of first publication in newspaper for submission of the applications. However , in case of GeM the minimum days shall be applicable as per the Terms & Condition laid down in GeM for submission of the application/tender . The minimum days can be increased /decreased subject to the approval from the same authority who is authorized to issue the NIT as per DoP.

3.3.1 Criteria of selection for technical qualification of parties.
The following details are required for technical qualification..

1. 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 enclosed. For Truck Unions, Notarized copy of by-laws, details of the elected body is to be enclosed. 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).

2. Details of Sister Concerns. (The prospective tenderers 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).

3. Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c for the last three financial year
4. Income Tax returns for the last three years.
5. Permanent Account Number.(Copy of PAN card to be enclosed)
6. GST Registration No., (Copy of registration certificate to be enclosed).

7. 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.)
8. 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 Technical -qualification tender.

   b. That the bidders, their Associates, Sister concerns etc., have not been black listed / de-listed/debarred or put on holiday by any Institutional agency / Government Department / Public Sector Undertaking in the last three years.

Eligibility Criteria :-

1. Appointment Letters as well as Experience certificates for rake Handling and transportation of fertilizers and other bagged commodities i.e. Fertilizers, Cement, Foodgrain etc.. Certificates should give name of the company, period of experience and competence of the tenderer.
2. Whether dealing with NFL, if any as Dealer / PG operator (Yes / No), if yes give details.
3. 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.
4. List of trucks owned if any along with copies of RC books.
5. Registration with other Companies if any.
6. Undertaking regarding registration under MSMED Act, 2006: If the parties submitting tenders for H&T contract for Rake Point are registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006.
7. **Integrity Pact:** To be executed on plain paper and to be uploaded along with technical Bid for the tenders having an estimated value of Rs.1 crore or more. Bidder will sign the integrity pact which is an integral part of the tender document, failing which the tender/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.
8. Tender Document/General Terms and Conditions (Schedule-1), duly signed and stamped by tenderer.
9. Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India order, 2017 of DPIIT dated: 16.09.2020

10. Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (x) of the General Financial Rules (GFRs) 2017, dated : 23.02.2023

11. 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 tender.

12. Any other relevant information / documents.

Parties having infrastructure at the time of submission of applications or agreed to establish infrastructure within 30 days from the date of LOI at the rake-point / centre for which the application is being submitted shall only be considered. NFL shall get the same physically verified.

In case of doubts, w.r.t., any documents / certificates / information furnished by the parties, the NFL may get the same verified from the issuing Authority / Company / Department etc.

Parties who are finally qualified and come to the stage of award of contract through limited tendering process shall have to open account with the branch of a bank having Core Banking Facility for electronic receipts and payments within fifteen days of award of contract. (This is as per the guidelines issued by Vigilance Department from time to time w.r.t., E-payments and receipts).

(Documents should be duly attested / notarized)

3.3.2 Technical-qualification.

Based on Documents submitted by party and credentials following State Office or Zonal Office level Committee shall assess and finalize technical qualification of applicants at Zonal/State Office:-

State Manager
State Office Logistics in-charge/ ZO logistic In charge
Representative of F & A Department of State / Zone.

Party wise summary sheet with the criteria of selection in the format as in 3.3.1 shall be made and signed by all the members and separate files shall be made for each party for a particular rake-point / center. A master file shall be made for each rake-point / centre, wherein a comprehensive summary sheet of all the parties of a rake point shall be placed.

State Manager shall obtain field credential report in respect of each party, from the concerned Area In-charge regarding competence, market reputation, financial position etc., in the format placed at Annexure-2.

"Criterion of Field credential report shall be objective in nature; the objective parameters may include the parameters for eligibility criterion of NIT, in suitable verifiable form with documentary proof, subject to legal and financial vetting. However these shall be clearly defined in the NIT for information of all potential tenderers".
Physical verification for Field credentials shall be done by the Area Office level committee consisting of ;

Area In-charge
District In-charge
Representative of F & A

The field credential report shall be signed by all the above members and thereafter with final recommendations of Area In-charge shall be forwarded to Sate Manager. During field visits it may be ensured that the same party is not participating in different names.

In cases of competitive bidding where two or more bids are received under two part bid system and approval shall be required for placement of W.O. as per DoP (based on estimated value of the job/work/contract).
Recommendations of Zonal Tender Committee dully concurred in by ZO Finance and recommendations by Zonal Manager shall be submitted for approval of competent authority as DoP of the Company for opening of price bids.

State Manager shall give his final recommendations on each credential report and forward rake-point wise master file with a forwarding note, master sheet, credential reports, and all the individual party files to Zonal Office logistics.

Zonal Office logistics in-charge shall convene the meeting of Tender committee and put up each case file for final recommendations. The Zonal Office tender committee shall consists of the following;

State Manager	Member
In-charge ZO logistics	Member
Head F & A Department, ZO	Member

For State Offices which are located outside Zonal office and State Manager has attended the meeting virtually, then his recommendations may be obtained and made part of the record note. For tenders having estimated value above delegation of powers of Zonal Manager, Zonal Manager concerned will be the member of ZOTC.

The recommendations of the above committee shall be forwarded by Zonal Manager to CMO for further processing. Zonal office committee has also to ensure that the same party is not quoting in different names. The perspective tenderers 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.

If a party recommended for Technical -qualification for H & T operations also happens to be the dealer / PG operator of NFL, this may be highlighted in the recommendations. Extra care shall have to be taken by the concerned District / Area in-charge, if such a party comes to the award of contract. It has to be ensured that such contractors strictly follow the dispatch instructions / any other instructions given by dealing officials. In case such contractors dispatch material to themselves or their retailers etc., on priority and ignore the instructions then such incidents are to be reported to the State Manger immediately who shall take appropriate action against such contractors. For caution suitable clause shall also be incorporated in the agreement.

Each case shall be examined by the following CMO level Committee for final recommendations;

In-charge Sales and Logistics	Chairman
In-charge logistics, concerned Zone	Member
Representative of F & A Department,	Member

The final recommendations shall be put up by In-charge sales and logistics before the Competent Authority for approval.

The parties so selected shall be Technical -qualified for a period of three years from the date of approval. Approval in original along with all the files shall be sent back to concerned Zones.

It may be ensured that Technical -qualification process is completed within the given time.

Zonal office Logistics I/c shall ensure that in the individual case file of Technical qualification, the documentation is complete in all respects. Zonal offices may fix a deadline after opening of the Technical -qualification tenders to the parties for submission of the left over documents and it should clearly be stated in the communication to the parties that the parties who fail to submit the documents by the deadline, their case shall not be considered for respective tender. The whole process has to be completed as per pre- defined time so as to avoid movement restriction from rake point or any other supply point.

3.4 **De-listing of Contractors**

a) Delisting (Limited Period) of Contractors:

In case, a contractor fails to perform, commits, breach of contract/tender conditions, causes abnormal delays, / deficiencies in the services/work within a reasonable time, the particular contractor should be debarred /delisted from the approved list of contractors for a limited period of one to two years after giving due notice for non-performance and notice of default. Delisting/debarment should be done on the basis after approved by the authority competent to approve the award of tender/contract. Such action against the contractor will be communicated, along with the brief of the case, to all the other ZO and Units. The other ZO and Units will also follow this decision. In case, the party is delisted for non-execution of order, the same shall be

cancelled. However, such a contractor shall be allowed to execute other existing order(s) which was/were issued prior to delisting. In case there are running cases, where offer of such contractors are under consideration, the same shall not be considered. In case of review of contractor lists, delisted parties shall not be removed from the lists on the grounds that they have been delisted earlier; but clear remarks about a particular party being delisted shall be given in the contractor lists. Also the date when such delistment shall be over shall also be given / recorded in contractor lists.

After delistment period is over, the delistment shall be automatically considered as over and no further approval shall be required for re-starting issuance of enquiries/WOs to such parties provided they otherwise qualify for such issuance of enquiries/WOs.

(b) 2nd time Delistment of Contractors:

In case a delisted contractor / party again fails to perform and is required to be again delisted with in a period of two years from the date of revocation of delistment, such party shall be delisted for a maximum period of 3 years. Such party shall not qualify for enlistment again unless approval of next higher authority (to the authority who approves 2nd time delistment) is obtained after recording valid reasons for again enlisting such party who should also meet the eligibility criteria prevalent at that point of time. The party delisted 2nd time shall not be retained on the contractor list.Separate records of such parties shall be maintained along with the Black listed parties.

3.5 **Black listing of Contractors**

In case, a contractor is found guilty of bribery, corruption, dishonesty, malpractice, submission of forged documents, misrepresentation, spurious supplies, fails to refund the amount due to the Company, fails to return the material issued for reprocessing/maintenance, such contractor will be blacklisted for a maximum period of 3 years. This shall be on the basis of recommendations of the executive department, concurrence of the Finance Department and approval of Functional Director/ C&MD. This shall be on the basis of the recommendations of the concerned State Manager. State Manager shall put up the case to the Zonal Office Tender Committee. The recommendations of the ZO tender Committee after concurrence by Zonal F & A Department and final recommendations of Zonal Manager shall be forwarded by Zonal Manager to CMO.

Action taken against such a contractor shall be intimated to all the Units/Zonal Offices who will also follow the decision to blacklist the supplier in their respective Units/ Zonal Offices. Vigilance Department and Marketing Department of Corporate Office shall also be informed about this action (through endorsement of a copy of decision to CO), along with the brief of the case, for informing the other agencies, as required. Revocation of blacklistment shall be with the concurrence of F&A Department and with the approval of next higher authority (to the authority who approved black-listing). However, C&MD can approve revocation for the delistment/black-listment done with his/her approval. No fresh contract will be awarded to black listed party during period of blacklisting even though the case may be at advanced stage for placement of Contract at the time of blacklisting. However, other contracts under execution may be reviewed by Committee chaired by Marketing Head with ZO and F&A Departments and justifications may be recorded by Committee in case contracts under execution are to be continued.

After the delistment/blacklisting period is over, the party should apply afresh for enlistment with proof of their 'Technical and Financial' capabilities existing at that time and request of party for re-listment will be considered provided that party meets the eligibility criteria prevalent at that point of time. This may also be incorporated while issue of letter to the party intimating their delistment / blacklisting.

3.5.1 In case of delisting / permanent delisting / black Listing/debarment, a show cause notice to the effect shall be duly served to the party.

3.5.2 Delisting/ Blacklisting/Debarment should be extended to allied party /sister concern of delisted/debarred/ blacklisted party.

3.6 Tender Document

Tender document with detailed terms and conditions and Bid Performa has been placed at Annexure-3. However, in case of GeM, the tender documents with terms & conditions shall be applicable according to GeM requirements as notified from time to time.

3.6.1 Issue of Tender Document

As and when contracts are to be lined up, tender information may be informed to the all the prospective parties by State Office concerned and through its Area Offices.
The complete tender document along with application form should also be displayed on the website of the company. The tender document and application form down loaded by the parties shall be legally valid for participation in the tender process as manual documents obtained from the company through manual process. The down loaded tender document and application form shall be considered valid for participation in the tender process.

Or

As per provisions of GeM

3.6.2 Submission of Tenders

Tenderers are to be given clear instructions about the date, time and place of submission of tenders and also about the opening of tenders. Sufficient notice/ information should be given for submission of tenders, which under normal circumstances may be three weeks for tender formalities. All the tenders for H&T contracts are to be accompanied with Earnest Money Deposit (EMD) of Rupees twenty five thousand only, through RTGS/NEFT. Specific instructions are to be incorporated in the advertisement / website that tenders not accompanied with the EMD / , shall not be considered. However exemptions as per provisions of MSME Act will prevail for the eligible parties .

EMD of the un-successful tenderers should be returned within thirty days of award of contract. The concerned executive department while sending the proposal for

vetting of LOI to F&A Department shall simultaneously also submit the recommendation (duly approved as per company's rules) for making refund of EMDs by F&A Department to un-successful bidders. F&A Department shall vet the LOI only after receiving the recommendation for refund of EMDs to un-successful bidders. In case of successful tenderers, EMD may be adjusted against the Security Deposit. Negotiations shall be held with L-1 only. In case of L-1, backing out there should be re-tendering.

The party is to submit tender through online system as per process explained by GeM portal on their website / NFL instructions.

3.6.3 **Processing Of Tenders**

GeM process and procedures will be applicable. Tenders shall be opened by the tender opening committee as under;

State Manager
In charge logistics, State Office/ Zonal Office
Representative of Finance and Accounts Department of State / Zonal office.

The Tender Opening Committee shall scrutinize all the documents for technical qualification and eligibility and check that all the documents have been submitted by the parties. If the EMD is not submitted by Non- MSME parties, tender shall not be opened.

The functions of tender opening or scrutiny committee shall be as under;-

- To obtain the signatures of the tenderers or their authorized representative (if present / If required) on the attendance sheet.
- To open the tenders, before the tenderers (if present / If required) or their authorized representatives.
- Document enclosed or downloaded (from GeM) with the tender and to put them in a file folder and duly numbering them.
- To make comparative statement indicating the rates etc., along with conditions if any imposed by the tenderers, and also to enlist any deficiency in the documents. The comparative statement is to be signed by all the members of the committee along with date on all the sheets.
- To make proceedings of the tender opening, simply stating the facts of the tenders and no recommendations to be given. All the members should sign all the pages of the proceedings with date.

State Manager shall get each file processed from Zonal/State Office logistics as under;-

- To enlist any deficiency in the documents enclosed by parties and their viewpoint on these deficiencies.

- To work out the financial implications taking into account the quantum planned in different slabs as intimated to the tenderers in the tender document. Contract value to establish the status of the parties is to be worked out as per details in Para 3.16.
- **In case of estimation of Financial implications for godowning / warehousing at Rake Point / Nearby Place capacity of 500 MT for 2 years i.e. total of 12000 MT may be considered for calculation of estimated FI on account of warehousing and same quantity may be considered for arriving at L-1 status along with Handling & Transportation costs.**

- opening the price bid of technically qualified parties to establish / rank status of different parties i.e., L1, L2,……etc. Or process as per GeM provisions.

- To highlight details of previous contract and its comparison with the rates obtained in the current tender.

- The ranking and comparison of rates shall be got vetted from F & A Department.

- In the event of any ambiguity or deviation, conditional rates tendered by any tenderer, the case may be referred to the tender committee through Zonal office logistics before establishing L1, L2 etc., for their recommendations / directives.

Check list for lining up of the fresh contract as placed at **Annexure-11&12**, is also to be enclosed by State Office. Each case file, complete in all respects shall be put up by State Manager to Zonal Manager, who in turn shall get the case examined and processed from ZO logistics as under;-

- To ensure that the file is complete in all respect and also to check the correctness of the financial implications worked out for which assistance of State office logistics may be taken if required.
- To convene the meeting of Zonal office level Tender committee / Negotiation committee as under;-

Tender Committee / Negotiation Committee.

State Manager	Member
In-charge Logistics ZO	Member
In-charge, F & A Department, ZO	Member

For State Offices which are located outside Zonal office and State Manager has attended the meeting virtually, then his recommendations may be obtained and made part of the record note. For tenders having estimated value above delegation of powers of Zonal Manager , Zonal Manager concerned will be the member of ZOTC.

The above tender Committee shall examine each case file and consider award of contract to L1 party or recommend negotiations or re-tendering. The committee should properly justify the recommendations.

There should not be any negotiations, however if at all recommended, it shall be held with L–1, party only. Negotiations can be recommended in exceptional circumstances only after due application of mind and recording valid, logical reasons justifying negotiations. In case of inability to obtain the desired results by way of reduction in rates and negotiations prove infructuous; satisfactory explanations are required to be recorded by the committee.

If negotiations are recommended the approval of the same shall be obtained from the Competent Authority as per DoP and the above referred Committee termed, as Negotiations Committee shall hold negotiations.

The role of negotiations committee shall be to negotiate the rates with the party recommended for negotiations by Tender Committee, and draw proceedings with signatures and date on all the sheets, tabulating the tendered rates and negotiated rates, along with the recommendations to award the contract on the rates so negotiated. (ZO logistics shall provide to the Negotiation Committee, the details of previous contract rates, competitors rates if available)
After negotiations Zonal Manager shall get each case file processed from ZO Logistics.

ZO Logistics shall work out the financial implications and tabulate in the format indicating financial implications on the tendered rates, negotiated rates and its comparison with the previous contract rates. The statement shall be signed by ZO Logistics and state logistics in charge. The case file shall be put up to ZO, F & A Department for further examination.

In the cases where Tender Committee does not recommend negotiations, brief proceedings shall be drawn recommending award of contract to L-1 party and case shall straight away be put up with recommendations of ZM to ZO F & A Department for action at their end as under;-

ZO F&A Department shall examine the proposal, check the final comparative statement, sign it and recommend the case for financial concurrence / approval by the Competent Authority as per DoP . In case of any clarifications by ZO F & A Department, the same shall be obtained from ZO Logistics, and case shall be re-examined in light of clarifications.

ZO F & A Department shall put up each case file after examination with recommendations to Zonal Manager for final recommendations of ZM justifying the reasonability of rates before forwarding the same to CMO for obtaining approval of Competent Authority.
At Central Marketing Office, each case file shall be examined by the concerned logistics in-charge and shall be put up through the in-charge sales, distribution and logistics for financial concurrence and approval of the Competent Authority.

All original record pertaining to each rake-point / center shall be maintained at the concerned state office. After approval the respective State Managers shall put up the appointment letters to Zonal Manager for signatures and the letters shall be issued by state office.

For State Offices located outside Zonal Office;

Zonal office logistics section, in addition to processing of files received from state offices located in zonal office, shall also perform following;-

For the state offices located out side Zonal Offices, Zonal Office Logistics shall carry out all the process right from calling the tenders onwards, however all the basic inputs as details of the rake-points / centers where the contracts are to be lined up and slab wise quantities to be incorporated in the tender document shall be obtained from the respective State Managers. For opening of the tenders and subsequent meetings of the tender committee / negotiations committee, State Managers concerned shall be informed well in advance to attend the same.

All the records pertaining to the Area offices whose state offices are located in the Zonal offices shall be maintained with the State office concerned. For the State offices located out side Zonal offices, the record shall be maintained by the Zonal office logistics, however a copy of the approval and job order shall be sent to State Manager concerned.

The overall time frame for award of contract should be within the validity period of the tender which is 120 days. In case of L – 1, party backing out there should be re- tendering.

3.7 Security Deposit

Security Deposit may be collected from the successful tenderers within fifteen days of award of job/ Work order. The Security Deposit may be collected in the form of RTGS/NEFT or Bank Guarantee from Nationalized bank / Scheduled bank. Format of bank Guarantee is placed at **Annexure-8**. The amount of Security Deposit is to be collected depending on the category of the rake point.

State-wise rake-points may be categorized depending upon the approved contract value for the last two completed years.

Contract value	Category
Up-to Rs.25 lac.	A
More than Rs.25 and up-to Rs.50 lac.	B
More than Rs.50 and up-to Rs.75 lac.	C
More than Rs.75 lac.	D

The above categories may be reviewed on year-to-year basis for up-gradation or down- gradation, which may be put up to the Zonal office level committee for their recommendations and subsequent financial concurrence and approval of Zonal Manager. The category-wise security deposit to be collected is as under;-

Category	Contract value	Security deposit (Rs. In lac.)
A	Up-to Rs.25 lac.	1.0 lac.
B	More than Rs.25 and up-to Rs.50 lac.	2.0 lac.
C	More than Rs.50 and up-to Rs.75 lac.	3.0 lac.
D	More than 75 lac.	5.0 lac

However, in case of tendering through GeM, the security shall be collected as per requirement of GeM procurement .

If the security deposit is not received within a period of 15 days the same may be deducted from the first bill submitted by H&T contractor after adjusting the EMD amount.

Two separate offer letters and Agreements are to be entered into for Handling/ Warehousing and Transportation operations. The Security Deposit amount may be bifurcated in the proportion of the value of the two jobs of the contract.

For tender of each state, an addition to the slab-wise tentative movement plan, category of the rake-point and amount of Earnest Money Deposit may be incorporated.

Security Deposit should be refunded within ninety days of successful completion of contract on production of NO Dues from the Area In-charge. Security Deposit amount will carry no interest irrespective of the period of deposition.

3.7 (a) The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank, generated on communication regarding issue of BG to our designated bank.

3.8 **Award of Contract and Agreement**

A letter approving the appointment of the contractor enclosing the general terms and conditions of the contract should be issued by the authorized signatory of NFL, which shall generally be the Zonal Manager. Acceptance of the general terms and conditions by the contractor will constitute the agreement. Two copies of the letter shall be sent to the contractor. One copy in token of acceptance duly stamped and signed by the Proprietor in case of Proprietorship firm, all the partners in case of Partnership firm, President / Secretary duly authorized through resolution in case of truck union etc., shall be sent back to NFL by the contractor. Thereafter separate Agreements are to entered into with the contractor for handling and transportation jobs. Formats of appointment letters are placed at Annexure-4&5 and for Agreement are placed at **Annexure-6&7**. Work Order/LOI will be issued after being vetted by F&A of respective Zone.

It should be ensured that Contract Agreement is executed complete in all respect including attestation of the witnesses and no part of the same is left blank or incomplete. The officer concerned should see that the original tender and all amendments shall be integral part of the contract agreement. All the pages shall be serially numbered and the agreement shall be kept in safe custody of respective Zone.

3.9 Important Aspects of Contract

- The contractor will be liable for any demurrage / wharfage levied by railways. However if due to heavy rains or any other unforeseen circumstances for the safety of the material, specific written instructions are given to the contractor by the District / Area in-charge to temporarily halt the operations and due to this demurrage / wharfage is levied then the same shall be paid by NFL. The circumstances shall be informed to the concerned State Manager / Zonal Manager over phone. District / Area in-charge shall take up through written requests with the railways authorities for maximum waiver and make the payment thereafter. The concerned Area in-charge shall put up the approval note to the State Manager, enclosing therein, various written communications handed over to contractor, railway authorities, press clippings, meteorological report, report of Goods supervisor confirming the rains or any other event etc., photographs if taken, receipt of payment etc. The case in entirety shall be put up by State Manager before the ZOC for their recommendations. Thereafter concurrence by ZO F & A Department and recommendations of ZM, shall be sent to CMO.

- On placement of rake seal of all the wagons shall be checked jointly by Contractor, NFL official, official of railways. In case seal of any wagon is broken, the contractor shall produce a certificate from the railways.

- After un-loading of material from each wagon counting of bags shall be done jointly by contractor and NFL official. Shortage received in any wagon shall be recorded wagon wise and the report shall be signed by both NFL official and contractor.

- Shortage, damage to the material during handling / transportation will be recovered from the contractor at the rate as fixed and revised from time to time for different production units under New Pricing Scheme (NPS), by Government of India, Ministry Of Fertilizers and Chemicals, Department Of Fertilizers.

- Road distances of various destinations shall be on the basis of verification by Google Map by Area office level committee. Wherever this exercise has not been completed, distance certificates issued by National Highways / State Highways Authorities, State Road Transport Corporation, Automobile Association Of India shall be considered as the basis for release of payment. For all such cases Area In-charge shall authenticate the distances. In due course for all such rake-points / new destinations the distances shall be verified by the committee. The distance should be taken by the shortest route from railway station to railway station and at the destination where railway station is not there then main bus stand may be considered. Area office level committee for verification of distances should include, Area In-charge, District In-charge and representative of F & A Department.

- Bills with acknowledgements should be submitted within 30 days of dispatch. Concerned District / Area in-charge shall confirm over telephone at the appropriate time after the dispatch of material about the receipt of material from the consignor.

- Tenderers have to tender the rates for transportation, both on the slab basis, as well as on truck union rates basis, if existing at rake-point, in the Schedule II of the tender document. Tenderers are also required to submit truck union rate list duly signed by the authorized signatory of the tenderer on each page. State Manager has to obtain a report from the Area Manager concerned regarding existence of Truck union at a particular rake point for evaluating the tender i.e., if truck union is in existence then tenders are to be evaluated on Truck union rates, otherwise on slab rates. However if truck union is not strong, (to be got verified from the concerned Area In-charge) and it is not mandatory to use the trucks of union, then it shall be the discretion of NFL to award the contract on slab rates or on truck union rates whichever is found economical after evaluation.
- Tenderers have to tender the rates for Godown(FCO compliant) at rake point or nearby place godown during the H&T Contract period. Such godown may or may not be hired however based on requirement (As & when) NFL may instruct H&T contractor for arrangement of such godown in writing indicating period of hiring and capacity to be hired. If godown is hired , the H&T Contractor will be responsible for all arrangements related to the storage facility, including security, records, agreements, and all the operations etc.
- In case of estimation of Financial implications for godowning / warehousing at
  Rake Point / Nearby Place capacity of 500 MT for 2 years i.e. total of 12000 MT
  may be considered for calculation of estimated FI on account of warehousing and same quantity may be considered for arriving at L-1 status along with Handling & Transportation costs .

3.9 B Hiring of Warehouse / Private Godown in emergency situations

Sometimes in case of certain emergent/unavoidable/ exceptional situations, need of hiring Warehouse / Private Godown may arise. In such situations AO level committee will get in principle approval of CA (As per DoP) citing proper reasons and justification. AO level committee will seek best possible rates by collecting rate quotations for Private Godown/ warehouse from :

1. Reputed parties
2. NFL's existing H&T contractors.
3. NFL CSS parties having sound business.
4. Existing C&F or godwon providers/Contractors of other Fertilizer/ Cement/Food grain Storage.
5. CWC/SWC/ Institutional Warehouses.

Such type of practice of hiring of PGs/WH should be exceptional and not to be adopted as a regular practice. All the necessary securities / documents must be collected as given/explained in this chapter.

If at the rake-points of any State or Area there is frequent dissolution and reformation of Truck unions, then Concerned State Manger may obtain approval for calling the bids only on slab rates, and Schedule II may be modified accordingly.

If bids are to be evaluated on truck union rates then truck union list is also to be obtained from the concerned Area Manager, duly verified. If there is any difference in the truck union rate list submitted by the tenderer and the one submitted by Area In-charge, the same is to be discussed with the tenderer during negotiations.

- Tenderers are to be provided with the tentative movement plan, which is to be incorporated in the relevant clause of the tender document. Realistic movement plans are to be worked out as already mentioned in the Introduction part of this chapter. Movement plan incorporated in the tender document is tentative only. No guarantee shall be given to any definite volume of work, which shall be entrusted to the contractor at any time or during the period of contract. The estimated quantity may increase or decrease depending on the market situation.

- Tenderers have to tender the rates for all the slabs as indicated in the schedule II, irrespective of the movement plan incorporated in the tender document, which might be only for few slabs. This is required to work out the effective rate of the last slab of the movement plan and also for working out the financial implications, in case of any movement in other slabs in future. Tenders without the rates in all the slabs are liable to be rejected.

- If a contract is awarded initially on truck union rates and during the contract period the truck union dissolves, then fresh tenders are to be invited from the Technical qualified parties. During the intermittent period Ad-hoc arrangement may be made to maintain continuity of dispatches.

- Any increase or decrease in the price of diesel rates shall be adjusted on the basis of one liter equal to 4 Kms., which means for every 40 paise increase / decrease in diesel price, one paisa per Km., / PMT will be allowed in case of increase and will be reduced in case of reduction. This increase / decrease shall be considered on quarterly basis, which shall be made applicable for the next quarter. This formula is based on the truck load of 10Mts. 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.

3.10 **Validity of the Contract**

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

3.11 Enhancement of contract value / extension of contracts

As already stated elsewhere in this chapter, realistic movement plan is to be incorporated in the tender document, however due to certain reasons there are chances of enhancement of contract value, then proposal for enhancement should be initiated by State office and put up to ZOC for consideration and recommendations. Proper justifications are to be provided while putting up such proposals. Such proposals should also be accompanied with a checklist as per the format placed at Annexure 9. Wherever the increase in value of contract is substantial i.e., may be more than 50% of the original value of the contract, the contract should be concluded and fresh contract be lined up.

However, if the Contract is awarded through GeM , then the value for enhancement of contract/ extension shall be governed as per the terms & conditions laid down in the GeM procedure.

In case extension of any on-going contract as per terms of the tender document is recommended, the same is also to be put up by State office before ZOC for consideration and recommendations. Performance of the party, market trend of rates is to be commented upon by state office in its recommendations. The value of the contract during extension should in no case exceed the original contract value. Checklist as per the format placed at Annexure-10, should be enclosed with such extension proposals.

If the extension is considered and recommended by ZO committee then an Affidavit duly notarized regarding the status of documents submitted by the party under reference is to be obtained.

3.12 Contract value

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

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

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

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

For Srinagar Province only – However for Srinagar provinces, CST shall be prepared based on the weighted average of rates all the Blocks indicated in the movement plan (ie. , total amount divided by total quantity).

ii) For rake handling, rate tendered for closed wagons shall be taken into consideration. Open rakes are received on rare occasions and rates for handling open rakes are taken for such instances.

The assumptions are also to be incorporated in the tender document for information of the tenderer and to maintain transparency of the tendering.

3.13 Role of Zonal Office Committee

In addition to the role of Zonal Office committee already defined in different Para, the following shall also be put up before this committee for recommendations;

Issues of logistics pertaining to incidence of demurrage, wharfage, extension of ongoing contracts, enhancement of financial implications if any of the on-going contracts, various other issues where there is difference of opinion among different Departments of ZO.

3.14 Miscellaneous Issues

If a contract is recommended for extension by the Zonal office level committee, the value of the contract during the extension period should in no case exceed the original contract value.

Action for lining up of contract at a particular rake-point should be taken well in advance so that the fresh contract is lined up before the expiry of the on-going contract to maintain continuity of dispatches.

Movement from various rake-points/warehouses is to be made as per the least-cost module, as has been emphasized elsewhere in this chapter. To economize on road freight generally for states of Chandigarh Zone movement up-to 50 Kms., and for states of other Zones and Rajasthan of Chandigarh Zone, movement up-to 100 Kms., has been considered to be economical. If due to market situation movement from 50 to 75 Kms., and from 100 to 150 Kms., is to be resorted and *such movement has not been incorporated in the approved movement plan then such movements* shall be regularized by the concerned Zonal Head provided that the additional expenditure on this account is within an amount of Rs. 20000/- per rake, *if above this then by Head of Marketing Division*. Record of such movements is to be maintained by the Zonal offices and a statement has to be sent to Central Marketing Office each month.

In case under exigencies / under exceptional cases movement is to be resorted beyond 75 / 150 Kms., *and such movement has not been incorporated in the original approved movement plan* then approval of the Head of Marketing Division, shall have to be obtained with proper justifications of such movements.

"Criterion of Field credential report shall be objective in nature; the objective parameters may include the parameters for eligibility criterion of NIT, in suitable verifiable form with documentary proof, subject to legal and financial vetting. However, these shall be clearly defined in the NIT for information of all potential tenderers".

Note:
In the cases where movement beyond 50 Kms., / 100 Kms., as the case may be for various states as above is in respect of destinations which have already been incorporated in the original approved movement plan and award of contract has been approved by delegated authority, obtaining separate approval again for road movement after execution of such quantities shall not be required.

Annexures to the chapter on Handling and Transportation

Annexure - 1	Sample advertisement
Annexure - 2	Sample format for field credential report for Technical-qualification.
Annexure - 3	Tender document.
Annexure - 4	Appointment letter for handling and clearing.
Annexure - 5	Appointment letter for Transportation.
Annexure - 6	Agreement to be entered into with the contractor for handling and clearing.
Annexure - 7	Agreement to be entered into with the contractor for Transportation.
Annexure - 8	Performa of Bank Guarantee.
Annexure - 9	Enhancement of contract value of on-going contract.
Annexure – 10	Extension of on-going contract.
Annexure – 11	Proposal by Area In-charge for lining up of new contract.
Annexure – 12	Sample format of approval note for Award of New H & T Contract

Annexure – 2

NATIONAL FERTILIZERS LIMITED

FIELD CREDENTIAL REPORT OF HANDLING AND TRANSPORTATION CONTRACTOR

Zonal Office : _____ , State Office : _____ Area Office : _____,
District Office : _____ Rake –Point / Godown : _____
_____

Information may be collected from different sources such as Market / Mandi / Warehousing Corporations / Banks / Railways / Agriculture Department / Other companies / Institutional Agencies etc.,

		Satisfactory	Not satisfactory	Remarks if any.
1.	Market Credibility / Reliability			
2.	Competence._____			
3.	Market reputation._____			
4.	Financial position._____			
5.	Has the party ever been involved in legal disputes (If yes, Name of the Organization, type of dispute preferably with supporting documents)			Yes / No
6.	Has the party ever been involved in other disputes. (If yes, Name of the Organization, type of dispute preferably with supporting documents).			Yes / No
7.	Has the party ever been de-listed/blacklisted/debarred (If yes then provide details).			Yes / No

Recommended / Not Recommended

(If not recommended, please give specific reasons along-with supporting documents).

District In-charge Accounts Representative Area In-charge

Signature and Recommendations of State Manager.

TENDER DOCUMENT

FOR

"Handling and Transportation Contract of Fertilizers through GeM for Rake point ".

National Fertilizers Limited

(A Govt. of India Undertaking)

CINL74899DL1974GOI007417

Zonal Office

Address :

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 through rakes from the production unit's up-to rake points/ports in different states. At these rake-points, services of handling and transport contractors are required to clear the rakes and to further transport the material to the sale/ storage points. Parties should go through the contents of this tender document carefully and submit it along with all the required documents / information.

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

Particulars	Details
Tender Number	NFL/MKTG/BPL/H&T/ /
Date of Publishing of Tender	Date: at hrs
Date of pre bid meeting with interested vendors at Zonal Office	N.A.
Documents Download End Date & Time	Date at hrs
Bid submission last date & time	Date at hrs
Technical bid opening date &time	Date at hrs
Price bid opening date & time for technically qualified parties	To be notified later
Place of Opening of Bids	Zonal Office,
NFL's website	www.nationalfertilizers.com

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

3. Mode of Tendering
   National Fertilizers Ltd. (NFL) intends to select a vendor for "Handling and Transportation Contract of Fertilizers for _____ Rake point as per scope given in the tender document, in Two part bid system, through e-tendering. In this regard, NFL invites offers from eligible bidders. The NIT will be posted on ***website:*** **www.nationalfertilizers.com** and also at **Government e Market Place (GeM) (URL: https://gem.gov.in/)** where parties will be able to download the tender documents for

participation in the e-tender and submit their bids online. Bidder may submit the Bid Formats dully filled and signed could be scanned. Other documents could be in PDF format.

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

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

a) M/s National Fertilizers Limited-Noida

Zonal Manager NFL, Contact no. e-mail:	I/c Logistics : Contact No. e-mail:

b) Please see GeM portal for technical support

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

5. All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. NFL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified/ rejected and such vendor shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.

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

7. **TENDER OPENING**

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

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

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

8. JOB AND REQUIREMENT

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

H&T contractor should be able to arrange storage godown on arrival of rakes. Sometimes, urgent need of fertilizer storage godown at Rake point or nearby place may arise. During the validity period of H&T Contract , such godown may or may not be hired . Based on requirement (As & when) NFL may instruct H&T contractor for arrangement of such godown in writing indicating period of hiring and capacity to be hired. If godown is hired , the H&T Contractor will be responsible for all arrangements related to the storage facility, including security, records, agreements, and all the operations etc..

9. TENDER FORM

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

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

9.03 Persons or person signing the general terms and conditions i.e., Schedule – 1, shall indicate his authority while signing the tender i.e. as a sole proprietor or authorized partner of a firm or as a Secretary/Manager/Director duly authorized etc. of a Private/ Public Company. In case of truck operators unions / Transport Cooperative, the person signing the general terms and conditions i.e. schedule-I should have the authorization from the executive body with his designation. (Such Truck Operator Unions / Transport Cooperatives should have valid registration certificate from the Registrar, Firms, and Societies of the respective states, notarized copy of the same to be enclosed. In addition such bodies are also required to enclose notarized copy of the latest elected body).

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

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

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

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

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

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

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

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

Excel Sheet is uploaded indicating quantity in all heads as per estimation for a rake point as per applicability. Final amount calculated in sheet is to be quoted by bidder in GeM portal for evaluation of L-1 bidder. PDF of same has to be uploaded by bidder as price break up. In the absence of pdf upload of price breakup tender is liable to be rejected. It is further clarified that price breakup sheet calculates total financial implication of contract period which is to be quoted by bidder. Total financial implication includes GST on Handling charges and Nil of transportation charges(being under RCM). In case bidder add GST in contravention to specified above, tender is liable to be rejected.

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

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

10. **SUBMISSION OF DOCUMENTS**.

There shall be two part bidding system for this tender

S.No.	*Contents to be uploaded*	*Referring page no.*
1	*Details of RTGS/UTR/TRANS ID No.towards EMD of Rs.25000/-*	
2	I. Details of the firm with complete address and telephone number in attached format II. For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized III. For partnership firms – Affidavit in originals duly notarized, confirming the current status of the firm alongwith names of the partners. Copy of partnership deed duly notarized to be uploaded. IV. For Truck operators Unions/Transport Cooperatives - Notarized copy of the valid Registration certificate from The Registrar, Firms and Societies of the respective state. In addition such bodies are also required to upload notarized copy of the latest elected body. V. For Limited companies, notarized copy of Memorandum and Articles of Association (*this only need to be submitted physically-not to be uploaded*) and list of directors. A letter of Authorization for the person responsible for day to day activities to be uploaded for all categories.	
3	Affidavit as per **Tender Annexure -1** to be uploaded	
4	*Declaration of dealing with NFL as Dealer/PG operator, if any. If yes upload details (on firm letter head).*	
5	Certified copies of balance sheet with P & L Accounts for the last three years.(Relaxation for MSE/Startup will be applicable as per policy detailed at GeM portal)	
6	Income Tax returns for the last three years. (Self-certified) .(Relaxation for MSE/Startup will be applicable as per policy detailed at GeM portal)	
7	Permanent Account Number. (Copy of self-certified PAN card of self/firm –as applicable).	
8	Goods and Service Tax Registration No (self-certified). .	
9	Latest certificate in original on letterhead of bank as per **Tender Annexure -2**	
10	Experience certificates either in original or self-certified for rake handling and transportation of fertilizers and other bagged commodities and/or self-certified copies of appointment letters/LOI. Certificates should mention name of the company, period of experience and competence of the tenderer. Experience certificates are to be submitted in accordance with provisions of GeM portal.	
11	Requirement of undertaking regarding registration under **MSMED Act-2006**: If the parties submitting tenders for H&T contract for Rake Point, are registered as Micro/Small/Medium Enterprises as per MSMED act-2006 , the same may be confirmed by the party in form of undertaking given on its letterhead and also upload a copy of the registration certificate in support thereof. **(Tender Annexure-3).**	
12	**Integrity Pact** : To be executed on plain paper and to be uploaded along with technical Bid for the tenders having a estimated value of Rs. 1 crore or more. Bidder will sign the integrity pact as per enclosed **Tender Annexure-4** which is an integral part of the tender document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website viz. www.nationalfertilizers.com.	

13	Instructions to Tenderer (Introduction) and Schedule-1&2(Scope of work), duly signed and stamped by tenderer.	
14	Self-Certification Form: Make In India (Local Content) (On party/Company's Letter Head) **Tender Annexure-5**	
15	Model Clause Certificate: Public Procurement No. 1 (On party/Company's Letter Head) **Tender Annexure-6**	
16	Self-attested copy of proof of independent EPF& ESI Code numbers of tenderer. Only tenderers, who have their own independent EPF & ESI Code numbers shall be considered as technically qualified for tenderer.	
17	Self-attested copy of registration under shop and establishment Act within the State for which tender is being invited.(Bidder must have registration under shop and establishment Act within the state for which tender is being submitted. The certificate should be valid on the date of submission of tender. In the absence of above tender is liable to be rejected.)	
18	Any other relevant information /document.	

The Annexure 1 & 2 in originals should be verified by NFL's committee at the time of physical verification at Bidder's location. The said committee will scrutinize documents uploaded as techno-commercial bid and also credential report of the bidder collected from different **sources containing 1. Market Credibility/ Reliability 2. Competence 3. Market Reputation 4. Financial Position 5. Has the party ever been involved in legal disputes with any organization 6. Has the party ever been involved in other disputes with any organization 7. Has the party ever been de-listed/ black-listed/de-barred from participating in tendering process etc. and on the basis of the same will make recommendations for technical qualification or disqualification of the tenderer. Tender Committee consider all documents submitted/uploaded by the party including field credential reports/ recommendations of the Area Office Committee/ State Manager for the purpose of technical qualification/ disqualification of the tenderer and opening of price bids of technically qualified parties**. The tenderers shall be liable to be disqualified/rejected if their Credential Reports is not found satisfactory. Bidders need to put seal of firm and signature of authorized signatory, on every page of NIT and documents to be uploaded, as a token of acceptance of NIT terms and conditions.

"Criterion of Field credential report shall be objective in nature; the objective parameters will be include the parameters for eligibility criterion of NIT, in suitable verifiable form with documentary proof.

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

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

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

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

13.0 If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/rigging/influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders up to a period of 2 years.

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

NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality:

1	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably considering the merit of the cases.
2	Bids have been submitted but the same cannot be opened by NFL.	The due date of opening shall be extended suitably.

15.0 SAC CODEs

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

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

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

To

The Zonal Manager,
National Fertilizers Limited,
Concerned Zonal Office

Sir,

Sub: Tender for appointment as Contractor for Handling and Transportation of fertilizers at rake point

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

1. Name of the Party (Sole proprietor / Partnership firm / any other, to be specified)

2. Address

3. Telephone No.

4. Name of the Proprietor/Partner/ President/Director etc. signing these documents.

5. E-mail address

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

Thanking you.

Yours faithfully,

(Signature & Rubber Stamp)

SCHEDULE - 1

1.00 GENERAL TERMS AND CONDITIONS

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

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

2.00 DEFINITIONS:

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

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

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

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

3.00 SUBMISSION OF TENDER

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

Tenderers have to tender the rates for transportation, only on slab rates irrespective of existence of truck union. Truck operators union /Transport Cooperatives which are registered with the registrar, Firms and Societies of the respective states to be supported with a notarized copy of the valid Registration certificate can also participate in the tenders directly but they shall have to tender the rates on slab rate

basis. For tenderers other than registered truck operators unions / transport cooperatives, it shall be the responsibility of the tenderer to deal with the union if existing at any rake point. Tenderer shall have to arrange the movement as per the movement plan on rake to rake basis. Increase in transportation rates during the contract period or extended period of contract shall be considered only if there is increase in diesel rate by Government of India. The increase shall be allowed as per the formula given in the relevant clause of General terms and conditions of the tender document. The same formula shall be applicable for Truck operators unions / Transport Cooperatives also.

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

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

3.04 SERVICE OF NOTICE OF CONTRACT.

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

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

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

3.05 COMMENCEMENT OF WORK.

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

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

4.00 VALIDITY OF TENDER

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

4.02 Further any tender :

i) Which contains variations from NFL's terms.

ii) Which contains a conditional offer, or

Which fails to provide required information or otherwise is incomplete, or

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

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

i) to reject any or all tenders or

ii) to split up the work amongst two or more parties or

iii) to accept the work in part and not in its entirety if considered expedient without assigning any reason or giving any explanation therefore.

iv) As far as possible no negotiations will be conducted. However, the Company reserves the right to negotiate for revision of rates downwards if the Company feels that rates so received are on the higher side.

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

5.00 PERIOD OF CONTRACT

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

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

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

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

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

6.0 EARNEST MONEY

6.01 Tenderer should make a deposit towards Earnest Money of Rs. 25000/- through RTGS/NEFT/IMPS/online bank transfer SBI A/c No_____ in _____Branch, _____IFSC: SBIN_____,MICR:_____. Earnest money shall not be accepted in any form other than that specified above and tenders not accompanied by Earnest Money, as above are liable to be rejected.

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

7.00 SECURITY DEPOSIT

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

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

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

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

i) IFN 760 COV for issuance of Bank Guarantee.
ii) IFN 767 COV for amendment of Bank Guarantee.
iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/ IFN 767 COV.
iv) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV/ IFN 767 COV.

The security deposit furnished by the contractor shall carry no interest.

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

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

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

8.00 PERFORMANCE / TERMINATION OF THE CONTRACT

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

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

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

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

9.00 ASSIGNMENT OR SUBLETTING THE CONTRACT.

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

10.0 Volume of work

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

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

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

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

11.00 INDEMNITY

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

12.00 TRANSPORTATION FROM RAILWAY STATION.

The transport contractor will undertake the job of operation at Railway station starting from unloading from the wagons up to loading into the trucks. No Hundekari charges will be paid. The transport contractor will be responsible for any demurrage / wharfage charges or any other related charges as may be imposed by the railways.

12.01 The contractor will have to submit the acknowledgement of consignee within 30 days from the date of dispatch of material in order to assure that material is delivered to correct consignee for the satisfaction of the Company. In case of failure to submit the acknowledgement, the Company may at its discretion, charge penalty @ Rs. 100/- per truck per week for the delay in submitting the acknowledgement for material so delivered to the maximum of the value of material.

12.02 The contractor or their authorized representative shall remain in constant touch with NFL's local office representative/Railways for information regarding the arrival of any rake / wagon etc at the rake point.

12.03 Before the commencement of unloading of material from the wagons, the contractors or their authorized representative along with NFL's representative shall check the intactness of seals of wagons and shall report the matter to the railways if the seals are found tampered with or broken.

12.04 In the event of inclement weather, the contractor shall make adequate arrangement for tarpaulins to avoid damage of material.

12.05 The contractor shall prepare wagon wise statement of material received at rake point and truck wise details of material transported in the prescribed Performa (to be provided by the NFL later on), as per dispatch plan given by NFL officials.

12.06 The contractor shall ensure that no hooks are used by his workmen during unloading / loading and stacking process, otherwise, all shortages and cost of damaged bags /cost of re-bagging etc., occurring due to cut & torn bags will be booked to contractor.

12.07 The contractor shall arrange to collect all the sweeping from wagons and platform and the same shall be stored in godown(s) separately on weighment basis. The weighment shall be got done in the presence of NFL representative.

12.08 It will be the responsibility of the contractor to produce proof of shortage of bags in sealed intact wagons. Joint inspection report signed by representative of the Company, transport contractor and goods clerk or any responsible railways official, where applicable will be the basis for fixing responsibility on the contractor.

12.09 In case transit shortage of missing wagon (s) is noticed by the contractor, he shall have to report the matter to the concerned railway authority and obtain necessary certificate from them for preferring claims with the railway on this account.

12.10 The contractor shall make necessary arrangement for safe custody and security of the material till its clearance from railway premises. Any pilferage / theft of the material will be to the contractor's account.

12.11 The contractor shall be solely responsible for safe custody of NFL's fertilizers at the platform till the material is supplied to the consignee. In case of any loss / damages or shortage is found, the recovery from the contractor shall be effected at the price fixed by Government Of India, under New Pricing Scheme (NPS) in case of Urea, Company invoice price in case of Pool Urea and MRP plus subsidy in case of decontrolled fertilizers after adjustment of receipt if any from under writers. In addition to the above the Company shall reserve the right to institute any criminal or civil proceedings in appropriate cases.

13.00 CONTRACTOR TO COMPLY WITH ALL THE LAWS.

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

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

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

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

14.00 DECLARATION OF TENDERES'S RELATION WITH COMPANY EMPLOYEE.

Should a tenderer or contractor have a relation or relationship with any employee of the Company or in the case of firm or Company of contractors one or more of its shareholders have relations with an

employee of NFL the same shall be declared at the time of submission of the tender failing which the Company may in its sole discretion reject the tender or rescind the contract (tender).

15.00 CONTRACTOR TO EXECUTE AGREEMENT.

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

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

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

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

17.00 COMPANY IS NOT RESPONSIBLE FOR CONTRACTORS EMPLOYEES.

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

18.00 INSPECTION

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

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

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

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

20.00 INCONVENIENCES TO THE PUBLIC

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

21.00 CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.

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

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

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

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

22.00 TERMINATION OF THE CONTRACT OWING TO DEFAULT OF CONTRACTOR.

22.01 If the contractor should:-

i) Become bankrupt or insolvent, or goes into liquidation, or

ii) Make an arrangement or assignment in favour of his creditors or agree to carry out the contract under a committee of inspection of his creditors, or

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

iv) Assign the contract or any part thereof otherwise than as provided in clause No. 9.00 of these conditions, or

v) Abandons the contract, or

vi) Persistently disregard the instructions of the Manager or contravene any provision of the contract or

vii) Fail to adhere to the agreed program of work, or

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

a. To rescind the contract of which rescission notice in writing to the contractor under the hand of Manager shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited to NFL without prejudice to NFL's right to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract or

b. To carry out the work, or any part thereof, by the employment of the required labour and materials the cost of which shall include supervision and all incidental charges, and to debit the contractor with such costs, the amount of which as certified by the State Manager, NFL shall be final and binding upon the contractor, and to credit the contractor with the value of the work done as if the work has been carried out by the contractor under the terms of the contract and the certificate of the Manager, in respect of the amount to be credited to contractor shall be final and binding upon the contractor or

c. To measure up the work executed by the contractor and to get the remaining work completed by another party at the risk and expense of the contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been to the contractor if the work had been carried out by him under the terms of the contract. The amount of such excess, as certified by the Manager shall be final and binding upon the contractor and shall be borne and paid by the contractor and may be deducted from the moneys due to him by NFL under the contract or otherwise from his security deposit, provided always that in any case in which any of the powers conferred upon NFL by sub clause 22.01 of clause 22.00 hereof are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not be exercisable in the event of any future case of default by the contractor for which his liability for past and future remain unaffected.

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

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

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

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

24.0 MATTERS FINALLY DETERMINED BY NFL.

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

25.0 SETTLEMENT OF DISPUTES

For Indian Parties

Any dispute/s or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the parties. A "Notice of dispute" shall be given by the party seeking resolution of a dispute to other parties. If the dispute is not resolved within in (30) Thirty days from the notice, the dispute shall be referred to Arbitration as per the procedure mentioned herein below: -
A written notice shall be given by the Contractor invoking Arbitration to the National Fertilizers limited through C&MD.

Where the claim including determination of interest, if any, being claimed up to the date of commencement of Arbitration does not exceed Rs. 5 Crore, the reference shall be made to a sole Arbitrator. The parties shall mutually agreed on the name of the sole Arbitrator. In case of disagreement upon the name of the Sole Arbitrator, the appointment of sole Arbitrator shall be done in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed up to the date of commencement of Arbitration exceeds Rs. 5 Crore, the reference shall be made to arbitral tribunal consisting of three Arbitrators. Each party shall nominate one Arbitrator each within 30 days from the date of receipt of notice of invocation of Arbitration and two nominated Arbitrators shall appoint the presiding Arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an Arbitrator on its behalf within the period specified, or the two Arbitrators fails to nominate presiding Arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

The seat and venue of Arbitration shall be _____.
The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Arbitral tribunal. The decision of the Arbitral Tribunal shall be final and binding on all the parties.

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

SEAT OF ARBITRATION:
The seat of arbitration shall be at Zonal Office-_____.

JURISDICTION OF COURTS:

Notwithstanding, any other Court or Courts having jurisdiction to decide the question(s) forming subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of a competent civil jurisdiction in this behalf at concerned Zonal Office situated at _____ and only the said Court (s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.

26.0 FORCE MAJEURE.

Neither the Company nor the contractor shall be considered in default in performance of its / his obligations under this contract if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake, or because of any levy, order proclamation, regulation or ordinance of any Government or of any subdivision thereof or because of any act of God.

27.0 TERMS OF PAYMENT

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

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

MSME Vendor Payment through TReDS:
GOI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financers, which is termed as Trade Receivables Discounting System (TReDS). NFL is is already registered on RXIL TReDS platform.
MSME bidders are requested to register on the TReDS platform and avail the TReDS facility, if they want to.
The detail of RXIL contact person is as below:
Contact Name : Mr. Prajay Shukla
Contract No.: 8090051171
Email ID: prajay.shukla@rxil.in

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

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

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

28.0 DIVERSION

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

29.0 HEADINGS

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

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

31.0 Contractor as NFL dealer and or PG Operator

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

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

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

34.0 Make in India

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

Bidders seeking benefits under preference to Make In India (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 as per latest amendment.

35.0 Purchase Preference Benefit

35.01. Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P-45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable and subsequent orders issued shall be applicable in this tender.

35.01.1 Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) order 2017 as per latest amendment.

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

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

In case of procurement for a value up to Rs.10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs.10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.

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

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

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

36.0 Model Clause

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

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

SCHEDULE – II

Part-I

RATES FOR HANDLING OF MATERIAL AT RAIL HEAD / GODOWN

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

Rates for handling of fertilizers at Rail Head/ Godown as under:-

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

Not To be filled here

(Note : During the H&T Contract period, based on requirement (As & when) and written intimation of NFL, storage godown (as per FCO specifications) of desired capacity at the rake point or a nearby location is to be provided by H&T Contractor for a minimum of one month or more period. The H&T Contractor will be responsible for all arrangements related to the storage facility, including security, records, agreements, and operations etc.)

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

Part II

RATES FOR TRANSPORTATION OF MATERIAL FROM RAIL HEAD / GODOWN

Rates on Slab basis

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

Not to be filled here

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

1. **Note:-** Rates must be quoted for all columns for all the slabs even if no movement is given in a particular slab.
2. The rate for Slab 0-15 Km should be given Flat/fixed rate i.e. Rs./MT and for other slabs in Rs./MT/KM.

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 PMT calculated for the lowest distance in a particular slab, are lower than the transportation charges PMT calculated for any destination for the preceding distance slab then for those destinations the charges PMT payable would be restricted to the lowest distance of the succeeding slab. (Applicable from slab 2 onwards).

[EXAMPLE]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yours faithfully,

(Signature & Designation of Tenderer)

(Affix Rubber Stamp)

(Organization Address)

Tender Annexure -1

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

AFFIDAVIT

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

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

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

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

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

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

OR

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

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

OR

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

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

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

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

DEPONENT

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

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

DEPONENT

(Signature & Seal of Notary)

DEPONENT (S)

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

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

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

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

Note: Kindly strike off which is not applicable.

Tender Annexure -2

BANK REFERENCE LETTER

(On Bank's Original Letter Head)

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

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

2. Bank Account No. ……IFSC CODE…….

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

4. Since when holding Account? …….

5. Financial Standing & Soundness. …… SOUND / POOR

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

7. Authorized Signatory of the Bank Account of Party ……

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

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

(Sign. of Bank Manager)

Stamp and Authorized No.

Date:.....

Place.....

Tender Annexure-3

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

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

Undertaking

(on party Letterhead)

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

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

Place :

Date :

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 bidder and NFL.)

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

AND

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

PREAMBLE

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

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

Section 1 – Commitments of the Principal.

2. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

3. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

   a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

   b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

   c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

   d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

   e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

d. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

e. 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

4. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

5. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

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

3. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

4. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.

8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word “Monitor” word include both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

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

- COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: __

Date: __

Witness 1:

(Name & Address)

_____

_____

Witness 2:

(Name & Address)

_____

_____

Witness 1:

(Name & Address)

_____

_____

Witness 2:

(Name & Address)

_____

_____

Tender Annexure-5

Certification Form: Make In India (Local Content)

(On Party/Company's Letter Head)

Tender Ref. No.: ……

To

M/s National Fertilizers Limited,

Corporate Office, Noida

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

Sir,

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

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

[Factory Address]

For M/s……

Authorized Signatory

(with company seal & Name)

Note: Provide above certificate from Statutory Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company).

Model Clause Certificate: Public Procurement No. 1

(On Party/Company's Letter Head)

Tender Ref. No.: ……

To

M/s National Fertilizers Limited,

Corporate Office, Noida

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

Sir,

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

or,

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

For M/s……

Authorized Signatory

(with company seal & Name)

ANNEXURE – 4

Appointment letter for Handling and Clearing Contract

Ref. No. NFL ZO _____

M/s _____

_____

_____

Sub- Appointment of Handling and Clearing Contractor at _____.

Dear Sirs,

We are pleased to inform that in terms of your tender dated _____ and subsequent negotiations on _____ at Zonal Office _____ , we hereby appoint you as handling and clearing contractor at _____, on the rates, terms and conditions hereunder.

Rates of Handling

Sl. No.	Particulars	Rate (Rs.) (In figures)	Per M.T. (In words)
1.	Composite Rate (Unloading from wagons stacking on the Platform, de-stacking and loading into trucks.		
	a) For open wagons	Rs. _____	Rs. _____
	b) For closed wagons	Rs. _____	Rs. _____
	c) Composite rates for rakes containing above 3100 MT	Rs. _____	Rs. _____
2.	Unloading from trucks & stacking at Godowns.	Rs. _____	Rs. _____
3.	De-stacking and loading in to trucks from Godowns.	Rs. _____	Rs. _____
4.	Unloading at outstation Godowns and stacking	Rs. _____	Rs. _____
5.	STD Charges at Godown	Rs. _____	Rs. _____
6.	Reconditioning / Hammering charges at Godown	Rs. _____	Rs. _____
7.	Storage Charges for Godown (Rs/MT/Month)	Rs. _____	Rs. _____

Period of Contract

The contract shall be valid for a period from _____ to _____

Stoarge godown at rake point or a nearby location

During the H&T Contract period, based on requirement (As & when) and written intimation of NFL, storage godown (as per FCO specifications) of desired capacity at the rake point or a nearby location is to be provided by H&T Contractor for a minimum of one month or more period. The H&T Contractor will be responsible for all arrangements related to the storage facility, including security, records, agreements, and operations.

Security Deposit

Requisite Security Deposit may be submitted as per clause no. 7.00 of the tender document. Requisite proforma for Bank Guarantee is enclosed.

Terms and Conditions

The terms and conditions given in the NIT and tender document would form part of the agreement.

Two copies of the letter of acceptance are being sent to you. One copy duly acknowledged in token of having accepted with the terms and conditions mentioned in the NIT and tender documents may be returned to the Zonal Office _____, immediately.

You are requested to execute the agreement on Non Judicial stamp paper for the value of Rs. _____ for the work awarded to you as per the format enclosed.

Thanking you,

Yours faithfully

(_____)
Zonal Manager

Seal and Signature of the Contractor with date
In token of acceptance.

Encl. As above

Copy to;

1. In-charge S & D and logistics, CMO, NOIDA.
2. In-charge F & A, Zonal Office along with a copy of approval.
3. In-charge Area Office along with a copy of approval.

ANNEXURE – 5

Appointment letter for Transportation Contract

Ref. No. NFL / ZO _____ Dated : _____

M/s

_____

_____

_____

Sub- Appointment of Transportation Contractor at _____.

Dear Sirs,

We are pleased for inform that in terms of your tender dated _____ and subsequent negotiations on _____ at Zonal Office _____ we hereby appoint you as Transportation Contractor at _____, on the rates, terms and conditions hereunder :-

Rates of Transportation (If contract being awarded on slab basis)

Sl. No.	**Particulars**	**Rate (Rs.) (In figures)**	**Per M.T. (In words)**
1.	Local transportation up to 15 Km (Fixed rate per MT)	Rs. …….PMT/flat	Rs. …….
2.	16-25	Rs. **…….**PMT/Km	Rs. …….
3.	26-50	Rs. **…….**PMT/Km	Rs. …….
4.	51-75	Rs. **…….**PMT/Km	Rs. …….
5.	76-100	Rs. **…….**PMT/Km	Rs. …….
6.	101-150	Rs. **…….**PMT/Km	Rs. …….
7.	151-200	Rs. **…….**PMT/Km	Rs. …….
8.	201 and above	Rs. **…….**PMT/Km	Rs. …….

If contract being awarded on truck union rates:-

Truck Operators Union Rates: As per Rate list dated _____ of the Truck Union duly stamped and signed by the Managing Committee of the truck operator's union and the tenderer on each page.

Less discount on union rate, if any _____%.

Service charge if any _____ %.

Period of contract

The contract shall be valid for a period from _____ to _____

Security Deposit

Requisite Security Deposit may be submitted as per clause 7.00 of tender document. Requisite proforma for Bank Guarantee is enclosed.

Terms and Conditions

The terms and conditions given in the NIT and tender document would form part of the agreement.

Two copies of the letter of acceptance are being sent to you. One copy duly acknowledged in token of having accepted the terms and conditions mentioned in the NIT and tender documents may be returned to the Zonal Office _____, immediately.

You are requested to execute the agreement on Non Judicial stamp paper for the value of Rs. _____ for the work awarded to you as per the format enclosed.

Thanking you,

Yours faithfully

(_____)
Zonal Manager

Seal and Signature of the Contractor with date
In token of acceptance.

Encl. As above

Copy to:

1. In-charge S & D and logistics, CMO, NOIDA.
2. In-charge F & A, Zonal Office along with a copy of approval.
3. In-charge Area Office along with a copy of approval.

ANNEXURE – 6-A

AGREEMENT WITH HANDLING AND CLEANING CONTRACTOR

This Agreement is made at _____, this the _____ day of _____, between National Fertilizers Limited, a company incorporated under the Companies Act, 1956, and having its Registered Office at Core-3, Scope Complex, Lodhi Road, New Delhi and carrying on its business, inter-alia, through its Zonal Marketing Office, _____ (herein-after called 'THE COMPANY') which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns of the one part.

AND

M/s _____, a proprietor / partnership firm / company through its authorized representative Sh. _____ (herein-after called the Contractor) having its Registered Office at _____, of the other part.

WHEREAS THE COMPANY has invited tender on _____ for appointment of handling and clearing contractor on the terms and conditions as stipulated in the tender document.

AND WHEREAS the contractor has submitted his tender on _____ pursuant to the said invitation to tender.

AND WHEREAS the offer submitted by the contractor was accepted by the company and the contractor was accordingly communicated awarding of contract vide letter No. _____ dated _____.

AND WHEREAS the contractor vide his letter dated _____ has communicated his acceptance to the company to work as Handling and Clearing ~~Transport~~ Contractor inter-alia, on the terms and conditions as mentioned in the tender document.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE PREMISES IT IS HEREBY AGREED BY AND BETWEEN THE COMPANY AND CONTRACTOR AS UNDER:

i) The contractor agrees to work as Handling and Clearing contract at _____ for handling and clearing fertilizer stocks arriving at _____ rake point / warehouse.

ii) The contractor agrees to provide FCO standard godown at rakepoint of nearby place. . During the validity period of H&T Contract , such godown may or may not be hired . Based on requirement (As & when) NFL may instruct H&T contractor for arrangement of such godown in writing indicating period of hiring and capacity to be hired. If godown is hired , the H&T Contractor will be

responsible for all arrangements related to the storage facility, including security, records, agreements, and all the operations etc..

iii) The Contractor shall be responsible for adequate supply of labour. He shall ensure that the labour perform the dueties honestly and efficiently as directed by the Area Manager / Asstt. Area Manager / Development Officer or any other representative of the company. He shall be responsible for providing all the services connected with handling and clearing of fertilizer consigned to the companyas mentioned in the Tender Document. He shall arrange unloading from the wagons/trucks, loading in the trucks at warehouses, He shall be solely responsible for demurrage / wharfage charges etc., which may accrue due to late supply of labour and non clearance of railway platform within the stipulated period or due to any avoidable circumstances. Contractor has ensure that the labour deployed for various clearing and handling operations do not use hooks.

iv) For the services rendered and operations undertaken as given in brief above and detailed in the Tender Document, the contractor shall be paid as per the schedule of rates given hereunder:-

S. No.	**Particulars**	**Rate (Rs.) (In figures)**	**Per M.T. (In words)**
1.	Composite Rate (Unloading From wagons stacking on the Platform, de-stacking and loading In to trucks		
	a) For open wagons	Rs. _____	Rs. _____
	b) For closed wagons	Rs. _____	Rs. _____
	c) Composite rates for rakes Containing above 3100 MT	Rs. _____	Rs. _____
2.	Unloading from truck & stacking at Godown	Rs. _____	Rs. _____
3.	Destacking and loading in to trucks From godowns	Rs. _____	Rs. _____
4.	Unloading at outstation godowns And stacking	Rs. _____	Rs. _____
5.	STD Charges at Godown	Rs. _____	Rs. _____
6.	Reconditioning / Hammering Charges at Godown	Rs. _____	Rs. _____
7.	Godwon Storage Charges (Rs/MT/Month)	Rs. _____	Rs. _____

v) The contractor shall deposit ~~a~~ security of Rs. _____ as specified in the Tender Document and which shall be regulated in terms of clause no. 7.00 of the GTCC of the Tender Document.

vi) The company shall have the right to forfeit the amount of Security Deposit in part or whole or claim the compensation if any shortage or loss is found in the stock received or dispatched under the charge of the contractor or if the contractor fails in the performance of duties as handling and clearing contractor or to liquidate any claim of the company against the contractor, he shall be bound to furnish further security sufficiently to make good the amout so forfeited. The refund of Security Deposit and / or the balance payment of handling and clearing bills shall not be made to the contractor after termination of the Agreement to satisfy claim of the company against the contractor, the contractor shall immediately pay the balance due to the company.

vii) The Security Deposit will be refuned to the contractor within 90 days from satisfactory completion and faithful performance of the contract and recovery of outsanding dues, if any No interest is payable on such deposits.

viii) The contractor shall submit the bills in duplicate in prescribed Proforma every fortninght to Area Manager / Asstt. Area Manager / Development Officer concerned who will check and pass it on to the concerned office for necessary payment.

ix) The agreement shall remain in force for the period from _____ to _____. However, the company reserves the option to extend the contract for further period / periods as may be agreed mutually. The option of extension so agreed shall be duly communicated to the contractor within reasonable time and the same shall be duly acknowledged by the contractor on the same terms and conditions on his letter head. Such extension / acknowledgement shall from part of this contract and shall be read along with the original contract. Validity of this agreement shall automatically be presumed to be extended inline with the period mentioned in such extension letter.

x) The rates indicated in (iii) above are for all the operations required to be carried out by the contractor. No. hooks shall be used in handling of fertilizers stocks and in case of any lapse or violation the contractor shall be responsible for the losses/ damages caused, if any and will attract penalty as per terms of Tender Document. Income Tax on the gross amount billed shall be deducted from the bills as per secton **194-C** of the Income Tax Act and necessary certificate shall be issued for TDS

xi) In case of theft, dacoity, burglary, accident or non-delivery of material due to any reason, one and half time cost of the material shall be recovered by the company from the contractor, in addition to any other penal action as may be applicable as per law.

xii) No guarantee shall be given as to any definite volume of work, which will be entrusted to the contractor at any time or during the period of contract. Total qty. and qty. in different slabs as in the clause 10.01 of the tender documents are estimates only which may increase or decrease

depending on the market situation, No guarantee shall be given for adherence to the tentative / estimated movement plan.

xiii) All the terms and conditions stipulated in the Tender Document No. _____ dated _____ subsequent communications, discussions and minutes of meetings etc., would form part of this Agreement, so far as they are not inconsistent with this Agreement. The contractor would be bound to discharge all obligations enumerated in the Tender Document referred to above.

xiv) **Jurisdiction**: This Agreement shall be subject to the exclusive jurisdiction of Courts at _____(Place of Zonal office) .

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

A written notice shall be given by the Contractor invoking Arbitration to the National Fertilizers limited through C&MD.

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

Where the claim including determination of interest, if any, being claimed up to the date of commencement of Arbitration exceeds Rs. 5 Crore, the reference shall be made to arbitral tribunal consisting of three Arbitrators. Each party shall nominate one Arbitrator each within 30 days from the date of receipt of notice of invocation of Arbitration and to nominated Arbitrators shall appont the presiding Arbitrator within 30 days behalf within the period specified, or the two Arbitrators fails to nominate presiding (Seal of firm & Signature of Authorized Signatory) Arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

The seat and venue of Arbitration shall be at_____(place of Zonal Office)

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Arbitral tribunal. The decision of the Arbitral Tribunal shall be final and bidding on all the parties.

xvi) All the expenses in connection with the execution of this agreement shall be borne by and be to the account of the contractor.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS ON THE DAY---- MONTH--- AND THE YEAR ------- FIRST HERE IN ABOVE WRITTEN

For and on Behalf of the Company

(Signature with Designation and Stamp)

Witnesses

2. Contractor

3. (Signature with Stamp)

ANNEXURE – 6-B

GODOWN/ WAREHOUSE AGREEMENT

This agreement made this……day…….month……Year between …….. on the one part (hereinafter called the company) and ……..on the other part (hereinafter called the contractor.)

The contractor has agreed to provide warehouse space for storing fertilizers offered for storage by NFL on the following terms and conditions:-

1. **Warehousing/ Godown Support:** Storage of urea/other products in nearby (to railheads) Godown/warehouses with covered storage, including watch, ward & electricity connection (no minimum space commitment). The contractor shall be required to hire/rent suitably located warehouses/godowns as per the location of railheads.

2. **Address of Godown/Warehouse : ……**
   .....
   .....
   .....

3. **Dimensions & Capacity of Godown/WH (L x W x H in feet) :……**
   …….

4. **Godown/WH is owned or Hired** :……

5. **Minimum handling requirement /Warehousing:** No minimum commitment of required godown space against each identified railhead is guaranteed by NFL. In such case, the maximum godown space used during a month, shall be used for determining applicable godown rent for the period.

6. The party will have to provide storage space for NFL material as per the requirement.

7. **Product**:-The godown shall be used for storage of all products manufactured or by the Company as well as sourced/ imported fertilizers and other products marketed by the Company.

8. **Space Reservation**:- As per time and requirement

9. **Effective Date**:- This agreement will be valid w.e.f. ……till the validity as per offer letter i.e. for a period of two year and Company will have the first option for renewal of the agreement for a further period of one year on the same terms and conditions. *During the H&T Contract period, based on requirement (As & when) and written intimation of NFL, storage godown (as per FCO specifications) of desired capacity at the rake point or a nearby location is to be provided by H&T Contractor for a minimum of one month or more period. The H&T Contractor will be responsible for all arrangements related to the storage facility, including security, records, agreements, and operations etc.)*

10. **Packing**:- The standard packing will be ……. Kg/Lit to…….Kg/Lit. The Company reserve the right to send for storage in non standard packing as and when required.

11. **Qualify of storage space** :- The space offered should be fully covered. The godown should have concrete/cement flooring as well as RC roof covered by standard leak proof material. There should be adequate ventilation and free flow of air in the godown.

    Bag should be stacked after providing proper dunnage like paddy husk, coir matting, wooden, platforms etc. There should be equipment should be provided in the godown.

12. **Stacking**:-Stacking should not be more than 20 bags height. The stacks should be criss cross to ensure stability of the stack and easy counting. Adequate space should be provided between the stacks as well as from the wall to facilitate movement.

13. **Working Hours** :- Working hours should be flexible to ensure prompt and timely delivery of fertilizers.

14. **Custody of Fertilizers**:- You will be responsible for safe-custody of fertilizers as well as empty bags stored in your godown. In case of any loss or damage to the material, recovery will be made at the retention price in the case of Urea, Company in voice price in the case of pool Urea and MRP plus subsidy in the case of De-controlled fertilizers.

    Bags received in damaged condition should be stacked separately for inspection and standardisation.

15. **Name Board of the Company**:- The Board indicating the name and Registered Office of the Company should be prominently displayed in your Godown to indicate that the fertilizers stored in the godown, belong to the Company.

16. **Procedure for delivery of the material** :- Delivery/despatch from godowns will be strictly based on delivery order issued by Company's authorised signatory. No material should be delivered on oral instructions.

17. **Registers**:- The contractor will maintain stock register for each godown giving full particulars of opening stocks, date-wise receipt, date-wise deliveries, balance stock, material in transit etc.

There will be a separate register indicating the number of bags received in damaged condition with cross reference of RR Nos and joint inspection reports.

18. **Use of Hooks** :- No hooks should be used in any unloading stacking, de-stacking and loading operations. Penalty will be charged for the use of hooks.

19. **Payment of local duties** :- The contractor will make payment of octroi or any other municipal duties/ toll taxes where necessary and submit the supporting documents to the company for reimbursement.

20. The contractor will not despatch/deliver any damaged material. Small damages to the outer bag should be mended immediately to prevent loss of material and further damage.

Where the material or the bags are badly damaged, the stanardisation should be taken up immediately to prevent loss of material and further damage.

Where the material or the bags are badly damaged, the standardisation should be taken up immediately after inspection and authorisation by the concerned officer of the Company.

21. The contractor will submit a fortnightly report indicating the deliveries made during the period accompanied by executed delivery order/release order to facilitate invoicing. This will be followed by a detailed monthly reconciliation report which will show the opening stock, receipt, deliveries, closing stock, material in transit, material requiring standardisation, stocks of empty bags, etc., cross reference by way of R.R. No., delivery order etc., should be provided.

22. **Remuneration** :- The contractor shall be paid for the following remuneration for the services rendered as follows:-

DETAILS	**RATE(Rs./MT)**
Godown Rent	
Unloading at Warehouse	
Stacking	

De-stacking & loading
Service Charges
Standardisation Expenses
Storage Charges (Rs./MT/Month)
(will cover de-stacking, weighing, stitching & stacking)

All above quoted rates are inclusive of all taxes.

23. **Insurance**: - Comprehensive Insurance for the stocks will be taken by the company and such policy shall be in the name of the Company.

24. **Other Conditions** :-

i) The contractor will not sub-let or transfer to any other person without the prior written consent of the Company.
ii) The contractor shall abide by all lawful instructions issued by the Company form time to time.
iii) The contractor shall strictly follow the rules and regulations under Shop & Establishment Act, FCO, ECA and Weights and Measures Act and other Laws/Rules and regulations enacted by Govt. of India, State Government, Municipal or other Local Bodies.

25. **Security Deposit** :- The contractor has deposited Rs._____ towards Security Deposit by a D.D._____ dated _____ or Bank Guarantee issued by _____ branch. Interest shall be payable on the security deposit as per the rate of interest decided by the Company.

The Security Deposit shall be refunded to the contractor on conclusion of the contract and on getting No Dues Certificate from the office hiring the Godown.

26. **Bills**:- The contractor shall prefer monthly bills along with the reconciliation statement and forward to the designated office for payment. Every effort will be made to settle the bill within 20 days of receipt of the bill. The contractor shall not claim any interest for delayed payments.

27. **Appointment of other Warehouse Contractors** :- If the services of the contractor are found to be unsatisfactory, the company reserves the right to appoint a parallel contractor with or without terminating the contract by giving 12 days notice. In such an event company will have the option to recover the additional cost incurred by the company in entrusting the job to other contractor.

28. **Penalty Clause** :- The Security deposit shall remain at the entire disposal of the Company for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract.

If the contractor is unable or fails or neglects to execute the work, covered by the contract, his security deposit shall be forfeited. In addition to it, following penalties shall also be leviable against him:-

a) If the contractor makes any unauthorised delivery without the consent of NFL Officials, the value of material calculated at retention price, in case of controlled fertilizers and MRP plus subsidy if any, in case of decontrolled fertilizers, shall be payable by him.

b) In case of any damage caused to material due to any leakage of roof, non provision of coir matting, wooden platforms etc. the contractor shall be liable to pay the value of the damaged material as provided under (a) above or 20% of the monthly rent for the period of default, whichever is higher.

c) In case of non-maintenance of records/improper records, the contractor shall be liable to be punished /guided by the provisions of FCO. In addition to it, 20% of its rental value for three months, preceding the date of findings, shall be deducted from its outstanding dues.

d) In case of improper stacking of the material, contractor shall not be paid the unloading and stacking charges of the stocks involved and contractor shall ensure proper stacking of material at his own cost.

e) At any stage, if found that hooks are being used then the contractor shall be liable to play the value of the damaged material as provided under (a) above or 20% of the rental value which ever is higher.

The amount of penalty as assessed by Area Manager, shall be final and binding. Area Incharge shall recommend for deduction of penalty, if any, at the time of forwarding the bills for settlement.

29. **Force majeure: -** The terms and conditions of the contract are subject to force majeure, neither the contractor nor the company shall be deemed to have defaulted in case of failure to fulfil the obligations due to reasons beyond their control. This will include war, hostilities, fire, flood, law and order situation, Govt. regulations, besides any other Act of God.

The terms and conditions given in the Tender Notice would form port of this agreement. Any dispute arising out of this agreement shall be subject to Delhi Jurisdiction, which will be exclusive.

Witness with Name
And full address

(Authorised Signatory of the
Company with seal)

1. _____

_____

2. _____

_____

(Authorised Signatory of the Contractor)
(To be signed by all the partners in case of
Partnership firm)

ANNEXURE – 6-B-1

AFFIDAVIT

Certified that I / We _____ S/o _____ on behalf of M/s _____ do hereby solemnly declare and affirm as under:-

1. That I am the proprietor / Partner / Authorized signatory of the above named firm.

2. That the Godown offered to National Fertilizers Limited, for storage of fertilizers is situated at _____

3. That the said Godown is owned / hired from _____ .

4. That the material stored in the Godown is NFL property and the firm shall neither pledge the NFL stock in any Bank / Financial Institution nor interfere in disposal of the material without valid instructions of NFL.

Place:

Date DEPONENT

Verification:

Verification that the contents of aforesaid affidavit are true and correct to the best of my knowledge and belief to the deponent.

Place:

Date DEPONENT

ANNEXURE - XV

AFFIDAVIT

I, _____ S/o_____ Resident of _____ District _____ do hereby solemnly affirm and declare as under:-

1 That I am the sole proprietor of M/s _____ District _____.

2. That there is no partner in the said concern.

3. That I hereby undertake that I shall be solely responsible for all the assets and liabilities of the aforesaid firm.

DEPONENT

Verification :

Verified that the contents of my above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Date: DEPONENT

ANNEXURE-XVI

WAREHOUSE SURVEY REPORT

Zonal Office : _____ State Office : _____
Area Office : _____ District Office : _____.
Name of CS : M/S_____

Address of CS : _____

Address of Godown : _____

Whether godown owned by CS OR arranged: OWNED / ARRANGED

Address of Godown owner: _____
(If not owned by CS)
Nearest Railhead : _____

SN	Details	Godwn
1.	Distance from Rake-point (Kms)	_____
2.	Distance from Anaj Mandi (Kms)	_____
3.	Condition of approach Road to warehouse.	_____
4.	Dimension of the godown L/B/H (in feet)	_____
5.	Capacity of the godown	_____
6.	Names of companies who have stored material.	_____
7.	Quantity reserved by other companies	_____
8.	Nature of construction	_____
9.	Condition of Floor Condition of Roof	_____
10.	Plinth level of the godown	_____
11.	Truck parking facility	_____

12.	Local standing of the party	_____
13.	Prevailing warehouse rental (Rs./Tonne)	_____
14.	a) CWC b) SWC c) others	_____ _____ _____

Recommendations:-

Godown is fit for storage of fertilizer and recommended for hiring of _____MT godown under CS Scheme for the period from _____ to _____.

Date of Survey: _____

_____ _____ _____

DISTT.INCHARGE ACCTTS. REPRESENTATIVE INCHARGE A.O.

_____

STATE MANAGER

ZO Logistics I/c

Final Recommendation of the State Manager

ANNEXURE – 7

AGREEMENT WITH TRANPORTATION CONTRACTOR

This Agreement is made at _____, this the _____ day of _____ between National Fertilizers Limited, a company incorporated under the Companies Act, 1956, and having its Registered Office at Core-3, Scope Complex, Lodhi Road, New Delhi and carrying on its business, inter-alia, through its Zonal Marketing Office, _____(herein-after called 'THE COMPANY') which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns of the one part.

AND

M/s._____, a proprietor / partnership firm / company through its authorized representative Sh._____ (herein-after called the Contractor) having its registered office at _____, of the other part.

WHEREAS THE COMPANY has invited tender on _____, for appointment of Transport Contractor on the terms and conditions as stipulated in the tender document

AND WHEREAS the contractor has submitted his tender on _____ , pursuant to the said invitation to tender.

AND WHEREAS the offer submitted by the contractor was accepted by the company and the contractor was accordingly communicated awarding of contract vide letter No., _____ dated _____.

AND WHEREAS the contractor vide his letter dated _____, has communicated his acceptance to the company to work as Transport Contractor inter-alia, on the terms and conditions as mentioned in the tender document.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE PREMISES IT IS HEREBY AGREED BY AND BETWEEN THE COMPANY AND CONTRACTOR AS UNDER:

i) This agreement shall be effective from _____ to _____, for the purpose of transportation of fertilizer stocks arriving at _____ in rake loads / warehouses.

ii) The contractor shall be responsible for adequate supply of trucks at short notice. He shall ensure that the truck operators perform the duties honestly and efficiently as directed by the Area Manager / Asstt. Area Manager / Development officer or any other representative of the company. He shall be responsible for providing all the services connected with transportation of fertilizers from the rake-point to the warehouses / sale points of dealers and from warehouses to the sale points. The contractor shall be responsible for wharfage charges etc., which may

accrue due to late supply of trucks and non-clearance of railway platform within the stipulated period or due to any avoidable circumstances.

iii) The contractor shall take delivery of fertilizer bags from the handling contractor and shall immediately prepare goods receipt indicating the name of the consignee, number of bags for dispatch, freight particulars and handover one copy of the same to the handling contractor as a token of having received the material.

iv) The truck operators shall deliver the fertilizer bags in sound condition as per the details on the goods receipts and obtain clear receipts from the consignee. In case of shortages or damages of material in transit from the railhead to consignee's warehouses / sale points, the contractor shall be responsible for the same and the amount shall be recovered from his bills at the prevailing price fixed by Government Of India, Ministry Of Chemicals and Fertilizers, under New Pricing Scheme. The contractor shall also prepare a statement showing details of the material delivered to the different consignees in quadruplicate and will submit one copy of the same to the concerned field officer immediately. Two copies of statement shall be subsequently submitted to Central Marketing office, Noida. The GTR‟s will be made on „Freight Paid‟ basis and payment of the same will be collected by Contractor from Company.

v) The contractor shall ensure that the GTR‟s are printed in the name of his firm. In the case of truck union, the GTR‟s shall be in the name of truck union.

vi) In the event of inclement weather, the contractor shall make necessary arrangements for tarpaulins to protect the material.

vii) For the services rendered and operations undertaken as given in brief above and detailed in the tender document, the contractor shall be paid as per schedule of rates given under;-

Sr. No.	Distance Slab (In Kms.)	Rate/MT/Km. In Figures	(In Rs.) In Words
1.	Local transportation up to 15 Km (Fixed rate per MT)	Rs. ……PMT/flat	Rs. ……
2.	16-25	Rs. ……PMT/flat	Rs. ……
3.	26-50	Rs. ……PMT/flat	Rs. ……
4.	51-75	Rs. ……PMT/flat	Rs. ……
5.	76-100	Rs. ……PMT/flat	Rs. ……
6.	101-150	Rs. ……PMT/flat	Rs. ……
7.	151-200	Rs. ……PMT/flat	Rs. ……
8.	201 and above	Rs. ……PMT/flat	Rs. ……

(In case the contract is being awarded on truck union rates then instead of above following shall be incorporated).

Truck Operators Union Rates as per rate list dated _____, of the Truck union duly stamped and signed by the Managing Committee of the truck operator's union and the tenderer on each page as enclosed with the tender. Or

Truck Operators Union Rates as per rate list dated _____, of the truck union duly stamped and signed by the Managing Committee of the truck operator‟s union and verified by Area In-charge and accepted by the Tenderer.

Less discount on union rates %. Service charge if any_____%.

viii) If the amount of transportation charges PMT calculated for the lowest distance of 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 will be restricted to the lowest distance of the succeeding slab.

ix) The rates indicated in (vii) above are for all the operations required to be carried out by the contractor. In case of any lapse or violation the contractor shall be responsible for the losses / damages caused, if any and will attract penalty as per terms of Tender Document. Income Tax on the gross amount billed shall be deducted from the bills as per section 194 © of the Income Tax Act and necessary certificate shall be issued for TDS.

x) The contractor shall deposit a security of _____ Rs. _____ ,) as specified in the Tender Document and which shall be regulated in terms of clause no., 7.00 of the GTCC of the tender document.

xi) The security deposit shall be refunded to the contractor within 90 days from satisfactory completion and faithful performance of the contract and recovery of outstanding dues, if any in terms of the contract. No interest shall be payable on such deposits.

xii) In case of theft, dacoity, burglary, accident or non-delivery of material due to any reason, one and half time cost of the material shall be recovered by the company from the contractor, in addition to any other penal action as may be applicable as per law.

xiii) The agreement shall remain in force for the period from _____, to_____. However, the company reserves the option to extend the contract for further period / periods as may be agreed mutually. The option of extension so agreed shall be duly communicated to the contractor within reasonable time and the same shall be duly acknowledged by the contractor on the same terms and conditions on his letter head. Suck extension / acknowledgement shall form part of this contract and shall be read along with the original contract. Validity of this agreement shall automatically be presumed to be extended in line with the period mentioned in such extension letter.

xiv) In the event of any increase or decrease in the price of diesel by the Government, the transportation rates given in the clause vii) above will be revised upward / downward on the

basis of one liter equal to 4kms. Per 10 MTs., which means for every 40 paise increase / decrease in diesel price, the transportation rates shall be increase / decreased by one paisa PMT, PKM. 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 the Motor Vehicle Act (MVA). The contractor has to follow MVA and loading has to be as per the laden capacity approved and registered.

xv) Communication for revising rates of transportation upward or downward due to increase / decrease in price of diesel and extension in the validity of contract duly acknowledged by the contractor shall form part of this agreement.

xvi) No guarantee shall be given as to any definite volume of work, which will be entrusted to the contractor at any time or during the period of contract. Total quantity and quantity in different slabs as in the clause 10.01 of the tender document are estimates only which may increase or decrease depending on the market situation. No guarantee shall be given for adherence to the tentative / estimated movement plan.

xvii) All the terms and conditions stipulated in the Tender Document No., _____ dated _____, subsequent communications, discussions and minutes of meetings etc., would form part of this Agreement, so far as they are not inconsistent with this Agreement. The contractor would be bound to discharge all obligations enumerated in the Tender Document referred to above.

xviii) **Jurisdiction:** This Agreement shall be subject to the exclusive jurisdiction of Courts at_____(Place of Zonal office) .

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

A written notice shall be given by the Contractor invoking Arbitration to the National Fertilizers limited through C&MD.

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

Where the claim including determination of interest, if any, being claimed up to the date of commencement of Arbitration exceeds Rs. 5 Crore, the reference shall be made to arbitral tribunal consisting of three Arbitrators. Each party shall nominate one Arbitrator each within 30 days from the date of receipt of notice of invocation of Arbitration and to nominated Arbitrators shall appont the presiding Arbitrator within 30 days behalf within the period specified, or the two

Arbitrators fails to nominate presiding (Seal of firm & Signature of Authorized Signatory) Arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

The seat and venue of Arbitration shall be at_____(place of Zonal Office)

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Arbitral tribunal. The decision of the Arbitral Tribunal shall be final and bidding on all the parties.

xx) All the expenses in connection with the execution of this agreement shall be borne by and be to the account of the contractor.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS ON THE DAY----- MONTH------ AND THE YEAR-------- FIRST HERE IN ABOVE WRITTEN.

For and on behalf of the Company

(Signature with Designation and Stamp)

Witnesses

1.

Contractor

2.

(Signature with Stamp)

ANNEXURE – 8

Bank Guarantee Bond for Security Deposit

(To be used by approved scheduled Bank)

BANK GUARANTEE NO.: _____

AMOUNT OF BANK GUARANTEE: _____

GUARANTEE COVDER FROM : _____TO _____

LAST DATE FOR DEMAND OR CLAIM OF BANK GUARANTEE _____

(Lodgment period is three months after the validity period)

In consideration of the National Fertilizers Limited Chandigarh (hereinafter called NFL) having agreed to exempt _____ (hereinafter called the said contractor (s) from the demand, under the terms and conditions a Contract No._____ dated _____ executed between NFL and H&T Contractor for Handling & Transportation of Fertilizers _____(hereinafter called 'the said contract') of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Contract on production of a bank guarantee for Rs.5,00,000/-(Rupees Five Lakhs).

1. We _____Bank (hereinafter referred to as 'the Bank') do hereby undertake to pay the NFL an amount not exceeding Rs._____ against any breach by the said Contractor (s) of any of the terms & conditions contained in the said contract.

2. We _____(Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from NFL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NFL by reasons of any breach by the said Contractor (s) or any of the terms & conditions contained in the said Contract or by reasons of the Contractor (s) failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due & payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 5,00,000).

3. We _____(Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of NFL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till NFL (Office/Department) certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor (s) and accordingly discharge the guarantee unless a demand or claim under this guarantee is made on us in writing on or before the _____viz last date for demand or claim of Bank Guarantee, we shall be discharged from all liability under this guarantee thereafter. Demand / claim period is three months after the validity of the Bank Guarantee.

4. We _____(Bank) further agree with the NFL that NFL shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by

reasons of any such variation, or extension being granted to the said Contractor(s). However, for any for-aberrance, act or omission on the part of NFL or any indulgence by the NFL to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We _____(Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of NFL in writing.

6. We _____(Bank) undertake to confirm the issuance of this Bank Guarantee through SFMS Code directly to the NFL Banker, i.e. ICICI Bank Ltd.,K1, Senior Mall, Sector-18, NOIDA, U.P.,201301, IFSC Code-ICIC0000031, as per following details:

i) IFN 760 COV for issuance of Bank Guarantee.
ii) IFN767 COV for amendment of Bank Guarantee.
iii) Issuing Bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.
iv) Issuing Bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/IFN 767 COV.

Date _____ date of _____ year _____ .

For _____Bank

(Indicate the name of the bank)

Notes:-

(These notes are for guidance only and Not to be typed in Bank Guarantee.)

1. BG No. shall be stated on each of BG with sign and seal of Bank.
2. All additions / deletions / corrections shall be specifically signed and sealed by the Bank.
3. BG shall be executed on a non judicial stamp paper of appropriate value.
4. Non judicial stamp paper shall be in the name of the Bank executing the B.G.
5. BG should be executed on or after the date of purchase of non judicial stamp paper and execution of BG should not be ante dated from the date of non judicial stamp paper.
6. BG not as per this proforma will not be accepted.

ANNEXURE – 9

NATIONAL FERTILIZERS LIMITED

AREA OFFICE : ……. STATE……

Ref. No. : NFL/AO/ Date: …….

Sub. : Enhancement of Contract Value at ……Rake point /Center .

1.The contract value of existing approved contract of M/s……..for ……. Rake point/centre is likely to get exhausted shortly, as per following particulars: -

S. No	Particulars	Period		Qty. (MT)		Value (Rs.) In Lakhs	PMT Cost (Rs.)
		From	To	Rake	W.H.		
1	Approved Contract						
2	Actual utilized *						
3	Balance for Remaining Period [1(-)2]						
4	Proposed Plan for Remaining Period **						
5	Total Expected Work [2(+)4]						
6	Increase in absolute terms [5(-)1]						
7	% Increase (5 over 1)						

*** Details of Actual Work done and Financial Implication as on dated …….. :**

A. HANDLING :

Quantity (MT)			Rate	Amount (Rs.)		
Rake	W.H.	Total		Rake	W.H.	Total

B.TRANSPORTATION :

Slab (Kms.)	Quantity (MT)			Rate (Rs./MT/ Km.)	Total Amount (Rs.)
	Rake	W.H.	Total		
0-15					
16-25					
26-50					
51-75					
76-100					
101-150					
151-200					
> 200					

C. Actual PMT Cost: Rs._____PMT.

Proposed H & T Plan for remaining period is as follows :

i) HANDLING

Quantity (MT)			Rate	Amount (Rs.)		
Rake	W.H.	Total		Rake	W.H.	Total

ii) TRANSPORTATION

S. No.	Destinations	Distance (Kms)	Proposed Qty. to be Dispatched			Financial Implication	
			RAKE	W/H	TOTAL	Rate	Value (Rs)
		G. TOTAL					

The contract value is likely to increase because of the following reasons:

1- ……

2- ……

3- During execution of the contract, it is confirmed that:

a- The PMT cost for the work done is within Approved limits / or increased Because of ……

b- Approval of ZM / D (M) was obtained for the movement made beyond 100/150 Kms. c- Approval of ZM was obtained for Non-Least-Cost movement as per following details:

Destinations	Present Source			From LC- 1		From LC- 2		Addl. Expenditure for Non- LC Movement (Rs.)
	Appd. Qty. (MTs)	Actual Qty. Moved (MTs)	Expenditure on Actual Qty. (Rs.)	Qty. (MTs)	Amt. (Rs.)	Qty. (MTs)	Amt. (Rs.)	

4. Reasons/justification for increase in actual PMT cost as compared to approved PMT cost:……..

……..

5. Reason/s for increase in actual quantity over approved contract qty:……

……..

a) Rake qty……..

b) Warehouse qty. (Secondary

movement)……

……

6. In case of steep increase in value of the contract reason for not re-tendering the contract may be recorded:

_____

_____

7. Approval of Competent Authority may be obtained immediately in case actual value of the contract exceeds 10% of the approved value. In case of delay in submission of proposal, reasons/justification for the same may be recorded:

8. All pages of the file are serially numbered: YES/NO

Keeping in view of the above facts, the contract value of M/s ……

……for …….. rake-point/centre may kindly be enhanced from Rs……Lakhs to Rs. …… Lakhs for the subject contract w.e.f. ……..

Submitted for approval please.

(Area In-charge)

State Manager

ANNEXURE – 10

NATIONAL FERTILIZERS LIMITED

AREA OFFICE: …….

Ref. No. NFL/ Date: …….

Sub.: Proposal for Extension of H & T contract at …….. Rake point/ center.

The present H & T contract of M/s ……..at …….
Rake point / centre is going to expire on …… . Action may kindly be initiated for renewal of H & T contract for another period of…… months/year,w.e.f. ……..to……..as per following particulars:

1. (a) Name & Address of the Contractor :……..
   ……
   (b) Telephone/Mobile/Contact No. :…….

2. (a) Approved Validity Period of the contract w.e.f.: …… to ……...
   (b) Nature of contract
   (i) : Regular / Ad-hoc
   (ii): Extendable / Not extendable

3. (a) Approved Quantity for H & T work :…….. M.Ts.
   (b) Approved Financial Implication : Rs. ……
   (c) Approved PMT cost : Rs. ……P.M.T

4. (a) Actual qty. Handled & Moved as on date :…… M.Ts.
   (b) Actual Expenditure incurred : Rs. ……
   (c) Actual PMT cost : Rs. …… .M.T.

5. Details of Actual Work done and Financial Implication as on dated …… :

A. HANDLING

Quantity (MT)			Rate	Amount (Rs.)		
Rake	**W.H.**	**Total**		**Rake**	**W.H.**	**Total**

B. TRANSPORTATION

Slab (Kms.)	Quantity (MT)			Rate (Rs./MT/Km.)	Total Amount (Rs.)
	Rake	W.H.	Total		
0-15					
16-25					
26-50					
51-75					
76-100					
101-150					
151-200					
> 200					

6. (a) Proposed Qty. to be handled in remaining period : ..... MTs.
(i.e. (w.e.f. ……. To ……)

(b) Estimated Financial Implication in remaining period : Rs. ……..
(Proposed Qty. x App. PMT cost)

7. (a) Tentative Expenditure during contract period : Rs. ……
[4(b) + 6(b)]

(b) Tentative PMT cost during contract period : Rs. ……P.M.T.

8. Justification for Increase in Actual PMT cost, if any : …….
…….
……

9. Proposed H & T work during Extended contract period, w.e.f……..to……

A. **HANDLING**

Quantity (MT)			Rate	Amount (Rs.)		
Rake	W.H.	Total		Rake	W.H.	Total

B. TRANSPORTATION

S. No.	Destinations to be catered	Distance (Kms.)	Tentative Quantity to be Despatched (MTs)		
			RAKE	W.H.	TOTAL
		TOTAL			

C. Reason/justification for increase/decrease in PMT cost for proposed extended Contract

D. Reason/justification for proposed local dumping and secondary movement of Material

10. Availability of 2 Point rakes have been taken into consideration: YES / NO
If No, Reasons thereof……..……..

11 A. Movement is restricted as per Least Cost Module : YES / NO

B. During extension of the contract it is confirmed that:
a) The PMT cost for the work done is within Approved limits/ or increased because
b) Approval of ZM/D(M) was obtained for non-least cost movements as per following Details:

Destination	Present Source			From LC-1		From LC-2		Addl. Expenditure for Non- LC-1 movement
	Appd. Qty. (MT)	Actual Qty moved (MTs)	Expenditure on actual qty. (Rs.)	Qty.	Amt. (Rs.)	Qty.	Amt. (Rs.)	

12. Performance of the Party : Satisfactory / Un-satisfactory

13. Market Trend : Downward / Upward / Stagnant

14. Remarks, if any : ……..

15. Detail of non-least-cost destination included in proposed Movement Plan with additional financial implication along with reasons for including these destinations:

Non-least-cost Destinations	LC Status from present rake-point e.g. LC-I/ II	Proposed Qty. (MTs)			Freight from Present rake-point:_____		Freight from LC-1 rake-point		Addl. Expenditure involved over LC-1 rake-point (in Rs)
					Rs/ PMT	Rs	Rs/ PMT	Rs	
		Rake	W/H	Total					
	Total:								

16. Distances are verified as per latest distance certificates: YES/NO

17. Reason for delay in submission of proposal (if any):
……..

Submitted for approval and further necessary action please.

(Signature of Distt. In-charge)
Name & Designation

(Signature of Area In-charge)
Name & Designation

STATE MANAGER

ZONAL MANAGER

ANNEXURE – 11

NATIONAL FERTILIZERS LIMITED
AREA OFFICE……

Ref. No. NFL/ Date:._____

Sub: Proposal for lining up of New H&T contract at _____ Rake point/center.

The present H&T contract of M/s_____of_____ Rake point/center is going to expire on_____. Action may kindly be initiated for appointment of new H&T contractor w.e.f_____as per following particulars:

1. Name & Address of Previous Contractor:

2 (a) Original Validity period of the contract w.e.f. _____ to_____
(b) Extension Period of the contract (if any) w.e.f. _____ to_____

3. (a) Approved Quantity for Extended period _____MT
(b) Approved Financial Implication : Rs._____
(c) Approved PMT cost : Rs _____ PMT

4 (a) Actual qty. Handled & Moved as on date: _____MT
(b) Actual Expenditure incurred: Rs. _____
(c) Actual PMT cost: Rs._____ PMT

5. Details of Actual Work done and Financial Implication as on date

A. HANDLING

Quantity (MTs)			Rate (Rs.MT/KM)	Amount (Rs.)		
Rake	**W/H**	**Total**		**Rake**	**W/H**	**Total**

B. TRANSPORTATION

Slab(Kms.)	Quantity (MT)			Rate (Rs.MT/KM)	Total Amount (Rs.)
0-15	**Rake**	**W/H**	**Total**		
16-25					
26-50					
51-75					
76-100					
101-150					
151-200					
>200					
TOTAL:					

C. Godwon Storage provided

Sr. No.	God Location	Period of hiring	Capacity Hired (MT)	Actual Quantity Stored (MT)	Total FI (Rs.)	Remarks
		Total				

6 (a) Proposed Qty. to be handled in balance period of present contract i.e. w.e.f. _____ to _____):

(b) Estimated Financial Implication in balance period of present contract: Rs. _____ _____(Proposed Qty.* App PMT cost)

7 (a) Tentative Expenditure during contract periods. Rs. _____ [(4(b)+6(b)]

(b) Tentative PMT cost during contract period: Rs . _____PMT

8. Proposed H&T work for New contract w.e.f. _____ to _____

S. No	Destinations to be catered	Distance (KMs)	Tentative quantity to be Dispatched MTs)		
			RAKE	W.H.	TOTAL
		Total:			

9. Details of non-least-cost destination included in proposed Movement Plan with additional financial implication along with reasons for including these destinations:

Non-least-cost Destinations	LC Status from present t rake- point e.g. LC-I/ II	Proposed Qty.(MTs)			Freight from Present rake-point:		Freight from LC-1 rake-point		Addl. Expenditure involved over LC-1 rake-point (in Rs)
					Rs/ PMT	Amt (Rs)	Rs/ PMT	Amt (Rs)	
		Rake	W/H	Total					
	Total:								

10. Justification for Moving material beyond 100 KM _____

_____

11. Availability of 2 Point rakes have been taken into consideration: YES/NO

12. Movement is restricted as per Least Cost Module: YES/NO
If no, reasons thereof _____
_____

13. Market trend of H&T rates: : Upward/Downward/Stagnant

14. Remarks, if any _____

15. Reason/justification for local dumping and secondary movement

16. Supporting documents for steep increase in handling/transportation of rates enclosed: YES/NO Details of supporting documents: _____

17. Reasons/justification for proposed contract qty. as compared to previous years actual H&T of rake qty. _____

18. Reasonability of rates (also required to be confirmed by Log. Deptt.–ZO and CMO)
_____
_____

Submitted for approval and further necessary action please.

(Signature of Area in-Charge)
Name & Designation

State Manager

Annexure – 12

Date: _____

Subject: Approval for H&T arrangement at _____rake point of_____ State

The recommendation of tender committee is placed in the file at Annexure-I for kind perusal. Details of the contract are as under:

1. Existing Tender validity:
2. No. of tenders received:
3. Date of opening price bid:
4. Name of L-1 party:
5. Date of Negotiation:
6. Proposed contract value for 2 year:
7. % increase/decrease in H&T rates:
8. Increase in transportation rates.
9. Increase in handling rates.
10. Likely qty. for H&T : a) From rake point: b) From W/H
11. Cost PMT
12. Date of expiry of previous contract

Previous contract for H&T at_____ rake point was awarded to M/s _____ on Single Tender/L-1 basis for two years w.e.f. _____ to_____ for H&T of _____ MT from rake point with financial implication of Rs._____ Lacs & PMT cost of Rs_____ . The contract was further extended for another one year for H&T of_____MT from rake point with total contract value of Rs. _____ Lacs & PMT cost of Rs._____ PMT.

Negotiation committee has recorded reasonability of rates.

Distances have been verified from distances certificates.

It is confirmed by area In-charge (_____) that during the contract period till_____actual quantity of _____ MTs has been handled/transported from rake point and nil from warehouse with total financial implication of Rs. _____ Lacs @ Rs. _____ PMT.

It is further confirmed that:

1. Movement plan is prepared keeping in view availability of two point rakes and least cost module.
2. Reasons for local placement
3. Reasons for variation in approved vs. actualexpenditure till date _____.
4. Documents of tenderers are completed and placed in Technical -qualification file.
5. Pending documents of Technically qualified parties have been collected and placed in Technical - Qualification File and they are completed as prescribed: YES/ NO.
6. All Destinations included in the movement plan are LC-1 from rake point. If not details of all non-least destination with additional financial implication giving details of working alongwith differences of PMT between L-1 and L-2, L-3 sources may be enclosed_____
7. Supporting documents steep increase in handling/transportation rates are enclosed _____
8. In case of steep increase in H&T rates, reason for not resorting to re-tendering may be recorded_____
9. Reasons/justification for proposed quantity
10. Supporting document of prevailing H&T rates of other manufacturers/PSUs operating at the same rake point. (In case of new rake point, supporting documents of prevailing H&T rates at nearby rake points are to be enclosed)_____
11. Comparison of cost of feeding proposed destinations from proposed rake-point with NFL‟s existing H&T contract rates of near-by rake-points: Comparative Statement to be enclosed: _____
12. LTE wrt subject rake-point was displayed on website and password also issued to Technical - qualified parties as per CVC guidelines.
13. Reasons/justifications for delay in submission of proposal (if any)

Recommendation for award of H&T contract _____

Submitted please.

Logistics- Z.O.

Incharge-logistics, Zonal Office

Zonal Office, Finance.

Chapter- 4

SALES TERMS

Chapter- 4

SALES TERMS

This chapter covers sales terms, credit & outstanding management.

Sales Terms

Procedures for approval of sales terms (Management Information System) Procedure for approval of sales terms may be summarized as under:

1. Prior to each season the Marketing Division shall develop the broad parameters for terms of sale to be operated during the season and obtain the approval of CA as per DoP. (May vary as per need and time)

2. State managers will put up the pricing proposals with recording of Marketing scenario, marketing environments at micro & macro levels, seasonal issues, competitors pricing, all the discounts, rebates and sales targets. Proposal will be properly concurred and processed at Zonal level by a committee with reference to the parameters approved.

3. Every month the Marketing Division will apprise to the C&MD/ CA on terms of sale operated vis-à-vis approved parameters and the sales performance for the month.

4. In the event the terms of sale exceed the parameters Marketing Division must obtain the approval of C&MD/ CA. Validity of the Delivery Order shall be 30 days from the date of issue. Date of Delivery Order shall be deemed to be date of delivery for the purpose of raising invoice at prevalent sale terms except where statutory controlled prices are amended/revised by Govt of India (As & when) . In such cases prices applicable shall be the price prevailing on the date of actual delivery. The terms of sale applicable will be those, which are prevalent on the date of delivery.

Sales terms for Institutional agencies/marketers-resellers Once ECA allocation or monthly/ Seasonal movement plan is finalized, Institutional agencies should be approached for finalizing sales contract for a season. It will be advantageous to fix month wise lifting targets and month wise sale terms. If this is not agreeable to the institutions, uniform sales terms may be fixed but however month wise lifting should be stipulated with appropriate bonus /Penalty for favourable/unfavourable performance against monthwise/Seasonwise targets as per agreement or mutually agreed terms. A detailed note on the following should be submitted to C&MD/ CA.

- Product.
- Consumption in last Kharif/ Rabi.
- Estimated consumption in current Kharif/ Rabi.
- Opening stocks with competitors.
- Opening stocks with Institutions.

- ECA allocations or monthly/ Seasonal movement plan from domestic sources.
- ECA allocations or monthly/ Seasonal movement plan from imports.
- Name of the institution proposed.
- Quantity lifted by the institution last Kharif/Rabi (all companies)
- Quantity likely to be handled during current Kharif/Rabi (all companies)
- Proposed sales by NFL
- Month wise lifting of agreed quantity / volumes
- Credit period being offered by Competitors.
- Monthly/ seasonal/ special rebates being offered by Competitors.
- Any other discounts and rebates if applicable by any State Govt. agency.

The final proposal being put-up for approval of CA, must have data sheets as illustrated under:

Sheet showing Sale Terms Proposal for the month of _____

Product	Zone/ States	Basic Price (Rs/MT)	Dealer Margin incl Rs 50/- PMT retailer margin	GST	Net Dealer Price (Rs/MT)	Standard Credit Period	Type of Party	Remark if any
Urea (Indigenous, Imported &RFCL)	All Zones & all States	5645.78	354	264.59	5556.37	07 Days	IB & PP	*excluding in case of Urea
DAP	do	25714.29	450	1263.21	26527.50	07 Days	IB & PP	
MOP	do	32380.95	400	1599.05	33580.00	07 Days	IB & PP	
NPK (12-32-16)	do	28000.00	400	1380.00	28980.00	07 Days	IB & PP	
NPK (10-26-26)	do	28000.00	400	1380.00	28980.00	07 Days	IB & PP	
APS (20-20-0-13)	do	22857.14	450	1120.36	23527.50	07 Days	IB & PP	
APS (16-20-0-13)	do	22857.14	450	1120.36	23527.50	07 Days	IB & PP	
BOP (Agrochemical and other)	do						IB & PP	

Note : Rates shown in above table are indicative and may change

Standard Handling & Transportation for the Month of _____					
Product	**Zone**	**Applicable States**	**Rake Handling**	**Transportation**	**Remark if any**
Neem Coated Urea (Indigenous, Imported & RFCL)	Lucknow	UP, JH, WB and Uttrakhand	Rs 75/- PMT	Normative or Rs 200/- PMT whichever is higher	
		Bihar	Rs 75/- PMT	Normative Plus Rs 150/- PMT	
For other NP&K Products		UP, JH, WB, Bihar and Uttrakhand	Rs. 100/- PMT	Total = Rs 350/- PMT (Rake Point to CSS= Rs150/- PMT) (CSS to Retailer = 200/- PMT)	
Neem Coated Urea (Indiginous,Imported &RFCL)	Chandigarh	All states (PB, HY, HP, RJ, Delhi and J&K)	As per H&T or Rs 75/- PMT for non H&T Rake Points	As per H&T or in case of non H&T rake Points normative rates will be applicable	
For other NP&K Products					
Neem Coated Urea (Indiginous,Imported &RFCL)	Bhopal	All states (MP,CG,MH,GJ and OR)	As per H&T or Rs 100/- PMT for non H&T Rake Points	Do	
For other NP&K Products					
Neem Coated Urea (Indiginous,Imported &RFCL)	Hyderabad	All states (AP,TEL,KR and TN)	As per H&T or Rs 100/- PMT for non H&T Rake Points	Do	
For other NP&K Products					

Note : Rates shown in above table may change after approval of CA/C&MD

Chapter- 5

CREDIT ADMINISTRATION

Chapter- 5

CREDIT ADMINISTRATION

5.1 **Instruction:**

Credit in sales terms are offered based on season, marketing situations and other factors. Credit is an important marketing tool but at the same time should not be extended as a matter of routine. Every time, credit is extended, NFL should examine whether it meets any one of the following objectives:-

- Off-season placement of stocks.
- Increased volume of sale i.e. part cash and part credit.
- Pre-empt competition.

5.2 **Types of credit:**

Secured credit: Secured credit is the best form of credit as it totally eliminates risk. This may be against BG/LC. In such an event it will be worthwhile for NFL to absorb the LC/BG establishment charges, to be decided season wise based on the market condition. Negotiation charges however have to be borne by the dealer.

Systems should be evolved to keep track of expiry dates of LC/BG and also prefer claim if any within the claim period stipulated in the BG. The BG/LC charges will be reimbursed on SBI charges or actual, whichever is lower.

In case of BG: The bank guarantee should be in the prescribed format. The executing department should verify the bank guarantee received with the prescribed format and forward the same to Finance & Accounts (F&A) department of Zone. In case the same is not in order, the executive department should take up with the party for ensuring compliance/ modifications/ amendments of BG or fresh BG.

The party shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank, generated on communication regarding issue of BG to our designated bank.

5.3 **Partly secured credit:**

This is a system under which security deposit is collected from the NFL dealers/ CS Dealers/ NFL Exclusive Retailers in various forms viz., DD, Cash, NEFT,RTGS, BG alongwith relevant documents as specified in Chapter No. 2.

Clean credit is extended to CS Dealers to the extent of 5/6 times the deposit depending on the credit need as decided by the ZO committee, financial health and track record of the dealers.

Interest will be allowed on security deposit which will be reviewed once every year. In this case the credit is reduced to the extent of margin money deposit from the dealer. Promissory note, post-dated Cheques of additional value is one of the avenue open to NFL as an additional safeguard.

5.4 **Clean credit:**

Though risky, extension of open credit by NFL appears inevitable in the emerging competitive scenario and sale of around 6 million tonnes annually. NFL however should venture in to this type of credit only after enforcing strictly, the systems and procedures detailed in the following pages.

5.5 **Credit Administration Procedures:**

The Zonal Office Committee (ZOC) headed by Zonal Manager and comprising concerned State Manger(SM), In-charge of F&A of the Zone and In-charge of Dealers Section of the Zone will be responsible for examining credit worthiness of the parties, identifying credit worthy parties and establishing credit limits for each dealer. The ZOC will use the following criteria for recommending credit limit of dealers:

- Field Staff recommendation
- Credit limit availed from the other companies
- Value of assets owned by the dealer, free from encumbrances which party can provide to us(assessment by approved Govt. valuers)
- Credit limit sanctioned by the bank
- Last three years lifting of NFL's product and timely payments made if party availed credit

The Zonal Office Committee will draw up the credit limits for each dealer. The ZOC must ensure that the dealer should have provided one or more of the following as security:

1. RTGS/NEFT/DD/Cash deposits on which interest is payable.
2. BG/LC issued by Scheduled Indian Bank.

While deciding on the credit limit, the committee headed by Zonal Manager will follow the under mentioned guidelines:

1. Ensure that the parties being considered for credit have paid their dues without any default during the last two years.

2. In case they have delayed payments, they have paid interest.

3. Subject to above, the committee can consider credit limit as under:

(A) Not more than Six times the value security provided by way of cash deposit (On line payment through RTGS/NEFT/DD/Cash deposits). Cheque shall not be accepted in any case..

(B) Not more than Five times the value of security provided by means of BG/ LC.

(C) In all above cases it must be ensured that uncovered credit so allowed is covered adequately by way of FIVE postdated cheques (For 5 quarters) in favour of NFL to be submitted by the party along with an affidavit and a promissory note for the full value of the material supplied on credit at prevailing MRP.

The recommendation of the above committee will be approved by CA as per DoP after financial concurrence.

Zonal office shall monitor party-wise credit approved vis a vis allowed and submit an exception report to ZM on monthly basis including party wise aging of outstanding.

5.6 **Credit Application form :-**

x) Credit application form has to be given by the dealers only in case of partially secured and clean credit. (As per Annex-A given in Chapter-5)

xi) In case 100% secured credit, credit application is not required from regular as well as newly appointed probationary dealers.

~~xii)~~ Further interested newly appointed probationary dealers shall also be allowed credit up to a limit security amount deposited by them as BG/LC/Cash Security~~.~~

xiii) Reimbursements of BG making charges and interest on cash security deposited for newly appointed probationary dealers will be line at par with CS dealers as per policy.

5.7 Credit application from has to be signed by sole proprietor in case of Proprietorship business, by the Karta of the family in case of H.U.F., by all the partners of a firm in case of partnership, Managing Director or authorized signatory in the case of institutions and corporate bodies. In the later case, the letter should be accompanied by Board/Governing Body resolution authorizing the institutions/Corporate Bodies to draw supplies on credit.

5.8 **Overdue interest:**

As a deterrent against delay in payments, penal interest, rate for which for each season shall be notified in advance, will be charged for the number of days beyond the due date. This interest will be applicable @ SBI (one year) PLR plus 2% or as decided by NFL.

For this purpose, the invoice should clearly indicate the due date of payment.

Cheque shall not be accepted in any case.

Note : Date to be considered for deposit of payment- RTGS/NEFT/DD/Cash deposits date will be the basis for receipt of payment.

5.9 **Waiver of interest:**

Whenever there is a proper justification duly recommended by ZOC, interest waiver request should be submitted to the competent authority as per DoP. Interest will not be waived more than thrice a year for a dealer.

5.10 **Statement of Outstanding / Ageing analysis and exceptional Reports** :

These statements should be scrutinized on a monthly basis and appropriate action taken. The reports required to be generated on monthly basis are

1. Outstanding more than 5 lacs and more than six months old- as per format (Tab-I) for review of GM/Incharge of marketing and CO, Finance shall be sent by ZO to CMO.

2. Outstanding more than 10 lacs and more than six months old- as per format (Tab-I) for review of Audit Committee shall be sent by ZO to CMO.

3. Outstanding more than 60 days old as per format (Tab-I) for review of Dir (Mktg.)/ Mktg. I/c / CA shall be sent by ZO to CMO.

1. Outstanding report of due and not due payment, party wise and state wise with status as on end of the every month will be submitted to ZM by ZO F&A with a copy to CMO F&A , who will consolidate all the Zonal reports for subsequent submission to C&MD.

2. Daily Partywise Outstanding must be prepared by District & Area I/c as per Tab-1 . And same must be monitored and deliberated by State , Zonal managers followed by marketing Head at CO/CMO.

5.11 **On line monitoring of credit sales:**

It will be the responsibility of sales staff to keep their eyes and ears open in the market place. They should promptly report any significant change in the dealers habits, payment pattern etc. which will have an impact on the repayment of dues to NFL.

ANNEXURE -A

CREDIT APPLICATION FORM (Only for CSS Dealers)

Date _____

1) Name of Dealer/Institution /Corporate Bodies

2) Code No.

3) Address

4) Pin-code

5) Telephone No.

6) Location of Dealership

7) Constitution Proprietor/ Partnership/ HUF/Private Limited /Public Limited/Cooperatives

8) Dealership is operation since (Date)

9) Name & Residential Address of signatory vide rule 6.6

Name Address Phone No.

(Attach copy of Partnership deed, Rules of the Institution, Memo & Article of Association of Corporate Body, copy of Board/Governing Body's Resolution in case of an Institution/Corporate Body as applicable)

10) Total Investment in Business and % share of each partner

Name of partner	Investment (Rs. Lakh)	% share
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total	_____	_____

11) Turnover Last 3 years:

Product	Quantity in (MT)			Value (Rs. In '000)		
	Year-I	Year-II	Year-III	Year-I	Year-II	Year-III

(Attach copy of Balance Sheet for 3 years)

12. Limits/ OD Limits sanctioned and Availed from Bank
    a) Name of bank
    b) Branch Address
    c) Account Number

Limits	**Sanctioned**	**Availed (Latest Year)Rs. In '000**
Clean Overdraft		
L.C		
B.G		
Others		

13. Margin Money Deposited into Bank (Rs. In '000)

14. Security for Bank Credit (Estimated value in Rs.'000)
    i) Stocks
    ii) Accounts Receivable
    iii) Share certificates
    iv) NSCs and other securities
    v) Immovable properties

15) Immovable property standing in the names of partners (Outside Business)

S. No.	Name of	Description of Partners	Area Property	Estimated value (Rs. In lakh)	Address with Identification number

(Attach – Valuation Certificate of approved valuers wherever possible)

Facilities availed from other companies

Name of Company	Product	Maximum Credit Availed at any point of time in preceding years	Nature of Credit Secured/partly secured	Amount outstanding over 6 months

Facility requested (Rs. In '000) _____

Sundry Debtors-Amount Due (Last 3 years as per Balance Sheet)

Year-I…. Rs. '000

Year-II…. Rs. '000

Year-III… Rs. '000

Amount Recoverable over 6 months:

(Attach Balance sheet for 3 years)

Profit/Loss in the last 3 years

Year	Profit/Loss (Rs. in '000)
Year-I	
Year-II	
Year-III	

Attach Bank Reference in a sealed Envelope or Letter Addressed to your Banker authorizing the company to collect such information as required.

Undertaking:

i) We will notify any change in the constitution within one week of such change. We hold ourselves individually and severally responsible for any liability arising out of supplies on credit.

ii) We agree to pay overdue interest as notified by the company time to time for delayed payments.

iii) We hereby authorize the following whose specimen signatures are attested below for carrying out all business transactions.

Name Designation Signature

Signature of all partners/Proprietor/Authorized signature

Name of Partner Signature

iv) Comments from field staff (Two levels of officers) Quantity lifted during last one year

Product	Qty. (in MTS)
Quantity lifted during off season months	
Payment pattern	Prompt/satisfactory/unsatisfactory
Financial dealing with other companies	Good/satisfactory/unsatisfactory

v) Any Activity/Habit of Dealer which will have an impact on repayment capacity Estimated sales product wise for next one year.

Product	Qty. (in MTS)	Value (Rs.in '000)

vi) Maximum Single lifting (Estimated)

Product	Qty.(in MTS)	Value (Rs.in '000)

vii) Credit limit recommended

Secured – B.G _____ (Rs. In lakh)

L.C _____ (Rs. In lakh)

viii) Party secured credit _____ (Rs.in lakh)

ix) Security Deposit against credit _____(Rs. In lakh)

x) Limit valid upto _____

Signature of initiating office

Signature of Supervisor

Comments from finance

Authorised Signatory

Name

Designation

Date

Credit limited Approved

(Rs.in lakhs)

(Authorized Signatory)

NATIONAL FERTILIZERS LIMITED

Partywise Sales , Stock & Financial Control Sheet

Tab-1

Zone :		State :		AO :		Month & Yr :		Date :	

Sr	District	Name of Party	Party Code	Op. Bal on 1st Day of Month (Rs. Lk)	Tot CSS Security (Rs. Lk)	Tot approved Credit Limit (Rs. Lk)	Current Month Sale Quantity (MT)							Tot Sale Value of BoP	GT Sale Value of Month	Fund Colln. Till Date	Net Total OS as on Date	Ageing of total OS				Value of stocks	Stock Quantity (MT)				
							Urea	DAP	APS	MOP	12:32:16	10:26:26	BS					Current Month	Prev Month	60-90 Days	> 90 Days		Urea	DAP	NPK	Others	Total
														(Rs. Lk)	(Rs. Lk)	(Rs. Lk)	(Rs. Lk)	(Rs. Lk)	(Rs. Lk)	(Rs. Lk)	(Rs. Lk)	(Rs. Lk)					
1																											
2																											
3																											
4																											
5																											
6																											
7																											
8																											
9																											
10																											
AO Total :																											

NATIONAL FERTILIZERS LIMITED
Monthly Godown Stock Receipt & Disposal Statement

Tab-2

State :		AO :		District:		Type of Godown:	CSS/PG/CWC/Others	Name of Godown:		Godown Code:	

Month & Year :		God Control No:		Total God Capacity (MT) :		God Capacity Hired by NFL (MT) :	

Date	Opening Stocks (A)									Stocks Receipt (B)									Disposal Quantity (C)									Closing Stocks (D = A+B-C)								
	Urea	DAP	APS	MOP	12:32:16	10:26:26	BS	Others	Total	Urea	DAP	APS	MOP	12:32:16	10:26:26	BS	Others	Total	Urea	DAP	APS	MOP	12:32:16	10:26:26	BS	Others	Total	Urea	DAP	APS	MOP	12:32:16	10:26:26	BS	Others	Total
Total																																				

Monthly Godown Stock Average (MT):	

Signature , Name & Designation Of
District Incharge

Signature , Name & Designation Of
AO F&A Rep.

Signature , Name & Designation Of
AO I/c

Chapter : 6

Port Handling & Transportation

Chapter : 6

Port Handling & Transportation

Clearing Forwarding & Storage (C&FS agent) contract at **Port** for Importation of Fertilizers

Appointment of C&FS agent **is** required for liaison with the vessel agent, Master of the vessel, Surveyors and other agencies, Port authorities. Custom clearance, Material discharge from the vessel, safe storage and dispatching of material from port to rake point.

10.	Need of Tender	APPOINTMENT OF CFS AGENT FOR HANDLING WORK
11.	Commodity	Imported BULK Fertilizers
12.	Quantity	MT
13.	Port name	
14.	Tender type	Open e-Tender through Gem Portal /CPP PORTAL
15.	Tender issue date & time	After approval from CA
16.	Tender closing date & time	**Minimum** 10 days after issuance of tender **as per GeM portal**
17.	Technical Bid opening date	One day after the closing date
18.	Price Bid Opening	Only of technically qualified party and to be intimated separately
19.	Estimated value of contract	**Based on the rates of previous contracts plus 10% hike.**
20.	Integrity Pact	Required and attached with tender document as the estimated contract value is more than 1 crore.

Process of Tender - as per clause no. 3.3 of H&T in Chapter 3 of MM

6.1 Eligibility Criteria:-

i. The Bidder should be an authorized bulk fertilizer handling agent at port and should have valid Stevedoring License in the name of bidder for Port (Copy of License to be uploaded). In case of self-operator declaration of self- stevedoring should be submitted.
ii. The bidder should have CHA license in his own name. In case of third party Licence the consent latter from the party should be submitted along with the copy of CHA License.
iii. The bidder should have handled minimum 1,00,000 MT (one lac MT) of imported bulk fertilizer in each of the last two financial years **at the [Name of the] port**., in this regard bidder should submitted experience certificate, either from the Port authorities or from the Company of whom bulk fertilizer was handled.
iv. The prospective bidders having any common partners/Directors/Managing partners, etc., or having any other common criteria shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participating in the tender.

v. GeM Seller ID: As per Circular No. 6/9/2020-PPD dated:24.08.20 from Ministry of Finance: It shall be mandatory for seller, for Goods & Services to Govt. organizations, including CPSEs, to be registered on GeM and obtain a unique GeM Seller ID at the time of placement of order/acceptance of contract. Successful bidder has to ensure compliance of same at the time of order placement/acceptance of contract.

6.2 List of Tender Documents for Technical Qualification:

I. Copy of Registration of the Firm.
II. Documents such as Notarized affidavit for sole proprietorship / Partnership Deed / Memorandum & Articles of Association etc.
III. Letter of authority / Power of Attorney empowering the person signing the tender and dealing with NFL.
IV. Bank Account Details with IFSC Code and Cancelled Blank Cheque.
V. Letter from the bank for readiness for issue of Bank Guarantee towards security deposit.
VI. Copy of PAN and GSTIN Registration Certificate.
VII. Acceptance of General Terms and Conditions of NIT. Please sign and stamp all pages of Tender Documentas acceptance.
VIII. Integrity Pact -Duly Signed and stamped along with two witnesses,
IX. Copy of Balance sheet and Profit and Loss Account for last three Financial Years.
X. Acknowledgement of ITR for last three completed Assessment year.
XI. Requirement of undertaking regarding registration under MSMED Act-2006: If the tenderer are registered as Micro/Small/Medium Enterprises as per MSMED act-2006 , the same may be confirmed by the party in form of undertaking given on its letterhead and also upload a copy of the registration certificate in support thereof. (Annexure-VII).
XII. Model Clause Certificate as per Annexure-X (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020 (Annexure-VIII)
XIII. Self-Certification Form: Make In India (Local Content) as per (Annexure-IX)
XIV. DECLARATION/UNDERTAKING for safe and proper storage of Cargo as per Annexure IV.

However the above eligibility criteria can be modify as per the requirement with the approval of CA.

6.3 Earnest Money Deposit (EMD)/Bid Security:-

An Earnest Money Deposit of Rs.2,00,000/- (Rupees Two Lac only) should be deposit by all tenderer in NFL's Bank.

a) It may be ensured that no tender is accepted which is not accompanied with the requisite earnest money, which should be deposited by the e-transfer in NFL account through RTGS/NEFT. No other form of payment will be accepted.

b) Earnest money deposited shall not earn any interest. Tenders without EMD or with EMD in the manner other than what is mentioned above will be summarily rejected. Any request to adjust EMD, out of the bidders' current bills or pending payment will not be considered and the tender with such request will be treated as without EMD and will be rejected.

c) Forfeiture of EMD: If for any reason whatsoever, any bidders withdraws his tender prior to expiry of

validity period of the tender or after issue of Letter of Intent or Work-order, fails or refuses to execute the order or fail to furnish the security Deposit for faithful performance of the contract within the stipulated time, the EMD is liable to be forfeited.

d) EMD of Rs 2,00,000/- of the successful bidder shall be treated as initial security deposit and retained towards Initial Security Deposit (ISD) till receiving of required amount BG.

Refund of EMD: The EMD of unsuccessful bidders will be refunded as soon as possible. EMD of successful bidders will be adjusted against Security Deposit amount to be submitted by him subsequently, if so desired by them.

6.4 Security Deposit

a) Submission of Security Deposit

Security Deposit/PBG has to be deposited by party to NFL without any exemption. The amount of the security deposit to be paid will be 10% of the contract / work order value. In case contract is awarded for more than one year, the security deposit shall be calculated on annual basis and same can be extended before expiry of the previous security deposit.

The security deposit shall be deposited by the Contractor immediately within seven working days on nomination of first vessel at port, for the value of the contract as detailed as above in the form of Bank Guarantee/RTGS in favour of National Fertilizers Limited, payable at Noida / New Delhi. The party can either submit balance security or submit full amount of security deposit and take the refund of Initial Security Deposit.

Security Deposit is also acceptable in Bank Guarantee in lieu of RTGS as per NFL proforma (attached in Annexure-XI) from schedule bank except Garmin Bank and Co-operative Bank. The Bank Guarantee shall be furnished to NFL, for a suitable period as prescribed by NFL in the LoI and shall remain valid for a minimum additional claim period of one year from date of expiry of contract.

The contractor shall approach their Banker for issuance of Bank Guarantee in favour of NFL along with a request to confirm the same and send BG advice (including all BG Amendments) by contractor's issuing bank through SFMS platform directly to the NFL Banker.

b) Forfeiture of the Security Deposit

In the event of any breach of any of the terms and conditions of the Contract or if the contractor neglects, delays or fails to perform according to the terms & conditions of the contract, NFL shall have right to forfeit the Security deposit.

The Security Deposit shall remain at the disposal of NFL as a security for the satisfactory execution and completion of the Contract as per terms and conditions specified in it. NFL shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the Handling agent under this contract.

c) Refund of Security Deposit

On due satisfactory performance and completion of the contract in all respects, the Security deposit will be refunded to the contractor without any interest on presentation of an absolute "No Demand Certificate" from the concerned NFL personnel and upon returning, in good condition, of any property belonging to NFL, which may have been issued to the Handling agent within 3 months of settlement of final bills. Alternatively, the same could be adjusted (depending on the contract value for the next vessel) subject to agreement of the same from the party.

d) Evaluation of Tenders

Evaluation of the tender shall be based on overall lowest and negotiations to be held with L-1(or H-1, if applicable). Efforts can be made to match individual item rates during negotiations with common lowest rates. Further, evaluation of the tender shall not be based on L-1 for a group of items only. It should be ensured that the L-1 party remains L-1 during actual execution of the contract

e) Extension of Contract

The extension of contract is to be done as per the contractual provisions and the approving authority for such extension shall be same as that of original contract.

6.5 TENDER COMMITTEES

Tender Committee shall be constituted as mentioned below:

ED/Unit Head- Chairman
GM/HOD- Member
DGM of executive department - Member
DGM(F&A) /CM(F&A)/HOD- Member

6.6 PAYMENT TO CONTRACTORS:

Payment will be released upon submission of proper bills by the contractor within the period as per W.O after statuary deduction and as per contractual terms.

6.7 ARBITRATION:

6.7.1 INTEGRITY PACT: As per standard format

6.7.2 Force Majeure Clause (FMC): As per NIT

6.7.3 Termination of Contract for NFL's failure or Convenience:

After placement of the contract, there may be an unforeseen situation compelling NFL to cancel the contract. In such a case, a suitable notice has to be sent to the contractor for cancellation of the contract, in whole or in part, for its (NFL) convenience, inter alia, indicating the date with effect from which the termination **to be** effective. Depending on the merits of the case, the contractor may have to be suitably

compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect should be to be incorporated in the tender document as well as in the resultant contract. If termination occurs because of NFL's convenience, the **Officer in charge** will certify the value of works executed, value of any materials lying at site.

Annexure list enclosed		
1	Special Instructions	Special Instructions for participating in tender electronically placed at Annexure**-I**
2	Technical Bid format	To be filed & uploaded electronically on website as per Performa placed at **Annexure-II**
3	List of Documents for qualifying the Technical Bid	Documents to be up-loaded in the following sequence (individually / separately in PDF format) in e-tender which is the eligibility criteria for qualifying the Technical Bid placed at **Annexure-III**
4	DECLERATION FOR SAFE STORAGE	Imported Fertilizers bulk / bagged material required to be stored in a Warehouse placed at **Annexure-IV**
6	Integrity Pact	Placed At **Annexure-V**
7	MSMED declaration	Performa for undertaking to be given by party regarding registration under MSMED Act-2006 placed at **Annexure-VI**
8	Model Clause Certificate	Model Clause Certificate of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020 as per **Annexure-VII**
9	Make In India	Self-Certification Form: Make In India (Local Content) as per **Annexure-VIII**
10	Agreement format	Performa for Agreement placed at **Annexure-IX**
11	Performa PBG	Performa for Performance Bank Guarantee Placed at **Annexure-X**
12	Reporting	Performa for various Reports placed at **Annexure-XI**

OPEN E-TENDER FOR APPOINTMENT OF CFS AGENT FOR HANDLING WORK OFIMPORTED BULK P & K FERTILIZERS

AT _____ PORT

FY- _____

IMPORTANT DETAIL

Tender No:
Tender issue date & time
Tender End date & time:
Bid Submission End date & time:
Technical bid opening date & time:
Tender No:

NATIONAL FERTILIZERS LIMITED

(A Government of India Undertaking) [CINL74899DL1974GOI007417]
Regd. Office:- Scope Complex, Core-III, 7, Institutional Area, Lodhi Road New Delhi-03
Corporate Office: A-11, Sector-24, Noida-201 301, Dist. Gautam Budh Nagar (UP) (India),

Phone: 0120-2412294, **Fax No : 0120-2412218**

e-mail -

NOTICE INVITING TENDER (NIT)

SUBJECT: OPEN E-TENDER FOR APPOINTMENT OF CFS AGENT FOR HANDLING WORK OF IMPORTED BULK P & K FERTILIZERS AT _____ PORT.

NATIONAL FERTILIZERS LIMITED (NFL), National Fertilizers Ltd. (NFL) Noida intends to invite tenders for **Appointment of Agent for Clearance, Forwarding and Stevedoring (CFS) Work of Imported Bulk P&K Fertilizers at _____ Port for one Year.** The detailed jobs to be undertaken by agents are as detailed in the Scope of Work.

Part-A:-Basic Information, Dates and annexures details

1.	**Quantity**	_____ MT
2.	**Price Bid Opening Date & Time**	Only of technically qualified parties and to be intimated separately
3.	**Offer Validity**	UPTO 90 days from date of opening of Technical Bid
4.	**Place of work**	_____
5.	**Product**	**IMPORTED BULK P & K FERTILIZERS**
6.	**Address** For Correspondence And For Collection And Submission of Documents	General Manager (Marketing) National Fertilizers Limited, Corporate Office A-11, Sector-24, Noida - 201 301 , Dist. Gautam Budh Nagar (Up), India, Tel.: +91-120-2412296, 2411057, Fax: +91-120-2412397, 9300353429 E-Mail
7.	Tender download	The Tender document can be downloaded from NFL's website **www.nationalfertilizers.com** or . Gem portal- https://gem.gov.in/.Corrigendum/Addendum, if any, shall be published only on these websites and no separate communication shall be made in this regard.
8.	Tender Submission	Only through electronic mode for which Tenderers may log on to website. Gem portal- https://gem.gov.in/. For further details, refer to annexure-1 & clause B -22. Incomplete tenders in any respect and/ or with deviation shall be rejected. Those bidders, who are technically qualified for opening of price bid, shall not be permitted to deviate any of the agreed terms and conditions of technical & un-priced commercial bid of the tender subsequent to the opening of price bid.
9.	Instruction for submission of tender	All tender documents shall be in English language. All other information shall also be supplied by the bidder in English language. All quoted prices shall be indicated by bidder both in figures and words and where there is difference between quoted in figures and quoted in words, the prices quoted in words shall prevail. Tenders should be duly signed on all pages by the bidder(s) or by legally authorized representative, in longhand along with the firm's/ company's seal. No oral, telephonic or email tenders or modifications in the tenders shall be considered under any circumstances.
10.	Special Instructions	Special Instructions for participating in tender electronically placed at **Annexure-I**
11.	Technical Bid format	To be filed & uploaded electronically on website as per Performa placed at **Annexure-II**
12	Eligibility Criteria For qualifying the Technical Bid	Documents to be up-loaded in the following sequence (individually / separately in PDF format) in e-tender which is the eligibility criteria for qualifying the Technical Bid placed

		at Annexure-III
13	DECLERATION FOR SAFE STORAGE	Imported Fertilizers bulk / bagged material required to be stored in a Warehouse placed at **Annexure-IV**
14	Price Bid format	To be filed electronically on website as per Performa placed at **Annexure-V**
15.	Integrity Pact	Placed At **Annexure-VI**
16	MSMED declaration	Performa for undertaking to be given by party regarding registration under MSMED Act-2006 placed at **Annexure-VII**
17	Model Clause Certificate	Model Clause Certificate of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020 as per **Annexure-VIII**
18	Make In India	Self-Certification Form: Make In India (Local Content) as per **Annexure-IX**
19	Agreement format	Performa for Agreement placed at **Annexure-X**
20.	Performa PBG	Performa for Performance Bank Guarantee Placed at **Annexure-XI**
21.	Reporting	Performa for various Reports placed at **Annexure-XII**
22.	The prospective bidders having any common partners/Directors/Managing partners, etc., or having any other common criteria shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participating in the tender.	
23	**GeM Seller ID:** As per Circular No. 6/9/2020-PPD dated:24.08.20 from Ministry of Finance: It shall be mandatory for seller, for Goods & Services to Govt. organizations, including CPSEs, to be registered on GeM and obtain a unique GeM Seller ID at the time of placement of order/acceptance of contract. Successful bidder has to ensure compliance of same at the time of order placement/acceptance of contract.	
24	NFL reserves the right to reject or accept any tender without giving any reason.	

Part-B:- Terms and Conditions

1 A	**National Fertilizer sLimited**	The term "NFL" shall mean National Fertilizers Limited (CINL74899DL1974GOI007417) having its Registered Office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003, and its corporate office at A-11, Sector-24, Noida-201301, Uttar Pradesh, India and shall be deemed to include their successors and / or assignees, and shall include the Administrative and Executive Officers authorized to deal with matters relating to the contract.
1 B	**Definitions**	a) The "**Contract**" shall mean and include the Notice Inviting Tender (NIT), the instructions to the bidders, the tender with its annexures, the Letter of Intent accepting the offer, the terms and conditions (General and specific, if any), directions and comments conveyed in writing in the Work-order, its subsequent variations if any, authorized contract documents, or such other documents / specifications as may be prescribed by NFL. b) The term "**Handling agent**" shall mean person(s), firm or company with whom the contract has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company. c) The term **"BIDDERS"** shall mean the person(s), firm or company, who offers a tender or quotation duly signed in response to this Notice Inviting Tenders (NIT) issued by NFL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.
2	**Eligibility Criteria**	v. The Bidder should be an authorized bulk fertilizer handling agent at _____ port and should have valid Stevedoring License in the name of bidder for _____ port (Copy of License to be uploaded). In case of self-operator declaration of self-stevedoring should be submitted. vi. The bidder should have CHA license in his own name. In case of third party License the consent latter from the party should be submitted along with the copy of CHA License. vii. Bidder should have experience of handling and bagging of imported bulk fertilizes for a minimum period of last two financial years i.e. _____. The bidder should have handled minimum one lac MT of imported bulk fertilizer in each of the last two financial years i.e. and, at _____.

3.	**Scope of Work**	This Notice Inviting Tender (NIT) is issued by NFL for appointment of CFS agent and inviting bids from reputed Stevedores. The Stevedores having valid Stevedoring license (mandatory) registered with Port Trust authority (In case of self-operator declaration of self- stevedoring should be submitted) and who can undertake the job of custom clearance with their valid Custom House Agents license or with other party's Custom House Agents license with their consent are eligible for participation. The Stevedore should also have experience of handling bulk vessels at normal berth with bagging and dispatch of material to various destinations by rail and road for undertaking the work as detailed in the Scope of Work are eligible for participation: **Port operations, Stevedoring** a) Liaison with the vessel agent, Master of the vessel, Surveyors and other agencies, Port authorities' etc. regarding completion of vessel and Port related formalities and keeping NFL informed of all developments. Daily Status report on the berthing programme of the vessels at the port be given to NFL. Filing of Import General Manifest (IGM), if not filed by Owner's agent, to receive and accept Notice of Readiness (NOR), preparing and submission of Statement of Facts (SOF) on behalf of NFL, completion of disport documents and formalities within **7** days of sailing of vessel. Collection and sending of NFL Custom cleared Bill of Entry, copies of Normal weather working days (NWWD) and Half Weather Working Days (HWWD) certificates issued by Local Chamber of Commerce / Port authorities. b) Custom clearance, discharge from the vessel alongside berth or mid sea (include lightrage & barging, if required). Loading of Bulk material from wharf into truck or dumpers, Handling & local shifting / transportation of Bulk material up to warehouse in clean and leak proof trucks/dumpers, Manual/mechanical bagging in 50 Kg. net weight, machine stitching, stacking / de-stacking for loading into trucks/wagons (with transportation upto rake point) for dispatch. The handling agent is required to load the bulk cargo at wharf/shed/silo into the trucks to dispatch the material outside the port. The job includes liaison with port and Custom Department for deposition of payment due to Customs on behalf of NFL. The handling agent is also required to liaison with Railway's authority for timely indenting, placement andloading of rakes. c) In addition to above, any other job incidental to above all activities shall be carried out. For operations like clearance, stevedoring and transportation, the Handling agent has to arrange to make all necessary payment to requisite authorities / agencies in time. d) If required, the handling agent shall arrange for open wagon loading (BOXN rakes) Under the circumstances when the closed wagon rakes are not provided by railways. e) Handling agent has to make arrangements for godown for safety of bulk cargo/ Bagged cargo.

4.	**Completion of Port / Custom related formalities in advance of the arrival of the vessel.**	a) Normally seven days' notice will be given by NFL for intimation of arrival of the vessel and in exceptional cases 24 hours advance notice may be given. The Handling agent will collect from NFL, the shipping documents / nomination papers / fixture note of shipment. It will be the Handling agent's responsibility to **(i)** Arrange and complete all port related formalities; **(ii)** To arrange to prepare and execute Custom related formalities (viz. Finalization of Bill of Entry); **(ii)** To make payment of Port dues/wharfage and Custom duties on behalf of NFL in prescribed time as may be necessary for the commencement of discharge from the vessel immediately on arrival **(iv)** To ensure clearance of cargo within free time so as to avoid vessel demurrage. b) The Handling agent agrees to indemnify and continue to keep indemnify NFL from all consequences arising from incorrect or improper or delayed documentation with Port and Custom Authorities and for any third party claims. c) **Execution of bonds:-** Where the original shipping documents are not available before the arrival of the ship, the Handling agent should get the required indemnity bond prepared in consultation with the vessel agent and NFL. If any other bonds are required to be executed, the Handling agent will promptly do so. The Handling agent shall complete all the necessary formalities and take steps so that delivery of the cargo could be obtained immediately. d) **Cancellation of bonds:** The cancellation of such bonds however should be done by the Handling agent within two months from the date of receipt of the original shipping and other documents from NFL. Failing which, he will be held responsible for all consequences, legal or otherwise.

5.	**Acceptance of 'Notice of Readiness'**	a) Immediately on arrival of the vessel within the port limits (commercial limit), the vessel owner's agent will tender the Notice of Readiness (NOR). NOR to be accepted as per the terms of contract whether in free pratique or not/ berth nominated or not/berth or not berth. Time to count, after excepting turn time as per GENCON terms, If the NOR is tendered and accepted on or after 8.00 AM but before 12.00 Hrs (Noon), the time to start / lay time to commence from 01:00 p.m. of the same day. If NOR is tendered and accepted on or after 12.00 Hrs (Noon) but before 8.00 AM on next day, the time to start / lay time to commence from 08.00 AM on that day. b) **Date and time of arrival / berthing:** The time of NOR tendered and accepted, time of commencement and completion of discharge of each shipment should be intimated to NFL promptly. c) The Handling agent will keep all equipment & scales, etc., in good working condition. If any equipment is to be requisitioned from the port authorities for the NFL's work, the Handling agent will notify the Port authorities well in advance so that the work does not suffer in the absence of such port equipment. d) Crane, Grab hire charges / Portage and removal fee / vehicle license fees / charges for weighing scales / measurement fees / charges for port appliances etc., if any, incurred during bagging and loading of cargo, will be borne by the Handling agent. e) **Discharge of Cargo and Calculation of Lay time and settlement of demurrage / dispatch:** The handling agent shall ensure that the discharge of cargo takes place efficiently and the discharge rate of not less than 10000 MT per weather working day (PWWD) Sunday holiday including (SHINC) for four or more hatches pro-rata if less should be maintained including pre-berthing delays and lighterage. All Time Used To Count (ATUTC), whether the vessel is in Berth Or not (WIBON). The handling agent will be responsible for maintaining minimum stipulated discharge rate, as specified above. For the vessel berthed under priority group/Government priority, if port authorities pull the vessel due to non-maintaining the agreed discharge rate, then all consequential losses will be on handling agent's account.

6.	**Vessel discharge and Demurrage**	a) The Handling agent will be required to render all necessary and incidental services which are expected of a clearing agent and shall ensure that discharge of cargo is completed within the free time and that no demurrage is incurred on the vessel carrying the cargo. b) The handling agent shall be responsible for liaison with the Port Authorities for quick berthing of the Vessels at the discharge port. All demurrage, pre or post berthing of vessels at discharge port shall be to handling agent's account. NFL will not entertain any claim of demurrage on account of pre-berthing detention/detention before commencement of discharge, detention arising out of non-acceptance/delay in acceptance of vessel, delay in discharge or non-compliance of any other condition of the contract. In case Vessel owner invoke the arbitration clause of charter party for lay time dispute at discharge port, all the expenses of arbitration would be borne by the handling agent and the award would be passed on to them. c) The handling agent shall furnish the custom cleared Bill of Entry (Home Consumption copy) and all Custom attested Shipping documents to NFL immediately after normal completion of discharge. d) The Handling agent shall, after the completion of discharge of the vessel obtain from the Master/Owners of the Ships (1) "Certificate of completion of discharge" implying that the Discharge has been completed and no cargo is left on board. (2) "No Damage Certificate". e) In case of any unforeseen happening such as major fire at the port, disrupting normal process of discharge at any port, NFL reserves the right to modify relevant contractual provisions, relating to pre/post berthing demurrage, rate of discharge to be achieved by the handling agent and other connected matters in consultation with the port authorities. The decision of NFL is final in this regard. f) If during the discharge of cargo, it is found that use of mechanical equipment viz. pay loaders, excavator etc., inside the ship-hold is necessary for loosening the cargo and for maintaining a satisfactory rate of discharge, it shall be the responsibility of the Handling agent to provide for the same at his cost. g) Demurrage, if any, would be to the handling agent's account and will be recovered in full on a vessel to vessel basis. However, if the vessel incurs demurrage for any reason, no dispatch shall be paid to the handling agent. All time used to count (ATUTC) once vessel on demurrage except draft survey. h) The time under demurrage/dispatch shall be worked out based on the agreed discharge rate as per clause No. 5(e) above and only demurrage rate shall be in accordance with the fixture detail/note./Charter Party (CP). The dispatch money calculated on the basis of agreed discharge rate for early discharge of vessel shall be shared by NFL and the Handling agent at 75:25 ratio upon receipt from the supplier. The demurrage, if any, as per the agreed discharge rate shall be recovered from the Handling agent. i) Benefit of national and port holidays (duly supported by port circular) shall be considered. j) Rain stoppage as indicated in the statement of facts shall be considered. k) If after berthing of vessel due to Handling agent's inefficiency, negligence or any reason of discharge rate of 10000 MTs for imported Fertilizers PWWD SHINC from NOR is not maintained, the Company reserves the right to hold the Handling agent responsible for demurrage, calculated on the basis of output of 10000 MTs PWWD SHINC and recover it in full from Handling agent's bills. l) The time allowed to the handling agent shall be as per discharge rate given above without any reference to NFL contract terms with the supplier and accordingly demurrage / dispatch on handling agent's account shall be worked out. m) The Handling agent is responsible for ship demurrage from NOR as per chartered party terms and hence pre-berthing and post berthing time is on handling agent's

		account and handling agent has to manage for early berthing or discharge through barges at his costs. Government may or may not give government priority for fertilizer. n) The handling agent shall be solely responsible for any damage or loss to property of the Port or workers or the officers of the port or Dock Labour Board arising out of or as a consequence of negligence on part of the Handling agent's employees. The Handling agent shall fully indemnify and keep NFL harmless at all times against any and all claims of third parties against any such loss or damage caused. o) The Handling agent shall ensure that daily stevedoring reports are duly prepared incorporating the details of time used for opening and closing of hatches, rain detentions, time lost due to turning around of vessel or shifting of vessel either due to the instructions by the Port authority or for convenience of the ship owners, or time lost due to malfunctioning of ship's gears or work stoppages due to repairs of ship's gears, power failure at vessel, time lost due to the malfunctioning of port handling equipment, loss of lay time etc., and countersigned by the Master/Chief Officer, Stevedores on a day-to-day basis and submitted to NFL. p) The Handling agent shall send to NFL, in the prescribed format by Fax or e-mail, on a daily basis, the berthing program of the vessels expected at port, discharge / bagging, dispatch particulars for NFL vessels. q) The Handling agent will arrange to receive the cargo in dry and clean shed/ warehouse and arrange to send to standardization area through leak proof trucks/tippers/ dumpers. If the material is received in lumps/caked form, the Handling agent shall be responsible to make material "free flowing" at no extra cost. r) The handling agent will arrange sufficient covered godowns inside/outside port. No extra transportation charges payable by NFL if handling agent fails to arrange covered godowns in port, / outside port.

7.	**Damaged Cargo on board**	If the vessel is found to contain any damaged cargo, it will be the Handling agent's responsibility to immediately put the Master of the vessel on notice on behalf of NFL and intimate NFL accordingly. The Handling agent shall thereafter fully assist Surveyor appointed by NFL in assessing the loss/damage. The Handling agent shall ensure that the discharge and storage of damaged cargo is done separately in port/normal Godown/warehouse, to avoid mix up with good cargo.
8.	**Preparation of Statement of Facts**	a) After the completion of discharge of a vessel, the Handling agent shall prepare the Statement of Facts (SOF). The SOF shall be duly signed and accepted by the Owners/Agents of the Vessel, Master of the vessel and stevedore's signature. All necessary remarks, entries etc. pertaining to the vessel handling operations should be made so that interests of NFL are duly protected. Failure to do so will be deemed as negligence on the part of the Handling agent and the Handling agent will be held responsible for any loss that NFL may suffer. The SOF along with all necessary documents viz. Stevedoring reports etc. will be submitted to NFL, by the Handling agent immediately on sailing of vessel by email. The original discharge port documents must be sent within **7** days by post after completion of discharge. b) The Handling agent shall also compile and prepare a draft lay time sheet, which will be sent to NFL, within **seven** days after completion of discharge of the vessel.
9.	**Bagging, Standardization and Dispatch**	a) Handling agent will arrange and conduct packing of material in 50 kg bags by using scales duly certified by weight and measures department as per instruction and indent placed by NFL. The packing material shall be provided by NFL at the Warehouse of handling agent. The packing containing the company's brand name, logo(s) and other intellectual property whether usable, damaged, excess or otherwise, shall not be used by the Handling agent for any purpose other than for packing of the company's product. b) The material is for agriculture use and utmost care is required at the time of handling and packing to prevent the cargo from any adulteration. c) The handling agent shall ensure that at least 5500 MT per day bulk cargo (i.e. two rake load and sufficient quantity for road dispatches) is bagged on all days except on the port/national holidays provided sufficient rake indents are listed with Railways. d) The bagging operations should be geared in such a way that the removal of entire quantity would be within free time allowed in the contract. e) Packed bags should be duly machine stitched with good quality double stitching polypropylene thread, denier 1680 D and multifilament yarn needle stitching machine, Weighment machine and stitching machine with yarn are to be arranged by handling agent at their cost. The handling agent shall also provide facility to mechanized bagging. f) The filled in and stitched bags shall be test weighed on random basis in the presence of NFL's Surveyors/representatives and if any variation in weight is observed, the Handling agent will have to re-standardize the lot at their cost.

10.	**Bagging and Penalty for short Weighment**	While repacking into bags, handling agent will arrange for accurate filling as per gross weight printed on bag. If there is any short filling found by NFL Officer /Legal Metrology or Weights and Measurement Department personnel, handling agent will be responsible for settlement of case and a penalty amount equivalent to the 1.5 times value of cost of shortages found in the consignment along with the standardization expenses incurred and cost of bags ruptured during the process would be levied and the same would be recovered from the handling agent's bills payable or any other amount lying with NFL. For arriving at value, Maximum Retail Price + subsidy (NBS + Freight of that consignment) shall be considered. a) If during stevedoring operations any damaged cargo is formed, same shall be immediately collected and kept separately and instructions be sought from NFL regarding its bagging / disposal. b) The handling agent shall ensure that no slack or torn bag is delivered either to the road transporters or to the consignees or loaded into Railway wagons. Such slack or torn bags are mended by the handling agent before dispatch. c) While handling the bagged cargo, hook should not be used at any point of time. In case, it is found that the hooks are being used for handling of bags at any point of time, suitable penalty, as decided by NFL, would be levied on the handling agent to recover cost.
11.	**Handling of Empty Bags**	a) NFL shall dispatch empty bags in bales by road with a prior intimation to the handling agent who shall arrange for their receipt, unloading and storage. Any numerical shortages of bales will be immediately notified to the carriers under intimation to NFL. The Handling agent shall make arrangements for safe covered space for storing at least 10 lakhs bags. Counting, inspection, sample testing and reporting thereof will be undertaken by the nominated inspection agency as prescribed by NFL. **b)** The Handling agent shall account for the bags utilized, for bagging. The permissible limit of five (5) bags per thousand (1000) bags used i.e. 0.5% loss on vessel to vessel basis on account of all types of handling losses including cut and torn of empty bags, is allowed while conducting the operations. **The handling agent will have to store the ruptured bags separately to facilitate the lifting of ruptured bags by the supplier otherwise he will be required to compensate the supplier on mutually agreed rate as per market feedback for ruptured bags.** c) NFL will recover from the Handling agent, the value of loss beyond the permissible limit of empty bags at the rate of 150% of the cost of bags to NFL. The handling agent shall provide complete account of used/unused bags on quarterly basis.
12.	**Filing of the claims**	a) The Handling agent shall, on behalf of the Company, promptly prepare claims and lodge all claims with Customs including refund of custom duty, Carriers, Vessel agents, Insurance, Port Trust etc. within a fortnight with a copy to NFL and pursue the same till they are settled. This obligation of the Handling agent shall continue till the claims are settled notwithstanding the expiry of time or termination of the Contract. b) In all refund applications / claims filed by the Handling agent on behalf of NFL with Customs, Port Trust, Carriers / Vessel agents etc., the Handling agent shall incorporate the following clause: "Any refund, other amount payable / repayable arising out of this claim is payable to M/s. National Fertilizers Limited. Refund order / cheques should be issued in the name of "M/s. National Fertilizers Limited" payable at Noida / New Delhi".

13.	**Discrepancy in the quantity delivered**	a) In case of discrepancy in the Bill of Lading quantity and Draft Survey quantity it shall be the responsibility of the Handling agent to bring this fact to the notice of all the concerned i.e. (1) Vessel owner / agent (2) Supplier's/Charterer's agent (3) NFL (4) Customs (5) Port authority etc., and lodge necessary claims and follow them till settlement. This should be strictly followed to avoid any Show Cause Memo from Customs authorities on account of shortage in Manifested quantity. b) In case the quantity of cargo exceeds than that of stated in Bill of Lading, all necessary Customs and other formalities required with Custom department should be completed immediately and the cargo is released at the earliest. c) The Handling agent shall obtain the required documents, short landing certificates, and all other documents within the time limit prescribed under the applicable laws / rules and regulations and Charter Parties from time to time so as to enable him to substantiate the claims on behalf of NFL and to obtain compensation from the carriers, Port Trust, Customs and other bodies and agencies and persons. In case of short landing, it is the responsibility of the handling agent to get the endorsement from the "Master of the Vessel or Owner's Agent / Surveyor on the Joint Draft Survey Report and Statement of Facts (SOF). d) Dispatches / deliveries whether in bulk or after bagging, shall be effected by the Handling agent strictly as per instructions contained in the serially numbered Delivery Orders / Stock transfer orders issued by NFL. It shall also be the Handling agent's responsibility to obtain unqualified acknowledgements of all deliveries affected through them. e) The Handling agent will take care to sweep/clean the shed / godown, wharf, barge etc. ensuring maximum care against contamination and collect all such sweeping relating to each shipment.
14.	**Port demurrage**	a) It shall be the Handling agent's responsibility to ensure that all cargo is discharged from a given vessel and is cleared from the wharf/transit shed within the free time allowed by the Port Authorities. If the cargo incurs any demurrage or transit dues or shed rent at penal rates due to non- clearance within the free period allowed by the Port Authorities, the same shall be to the account of the Handling agent. NFL may at its discretion carry out a physical verification of the cargo stocks and empty bags etc. The Handling agent shall provide all required assistance for this operation and he will be fully responsible for any variation or discrepancy found during such verifications.

15.	**Handling and Transit loss**	a) The quantity at the port will be determined on the basis of Bill of Lading except where the Joint Draft Survey Report indicates a difference over the quantity shown in the Bill of Lading then quantity of Joint Draft Survey Report would be considered. b) The Handling agent shall take all steps to prevent loss and / or damage to the IMPORTED P&K FERTILIZERS handled by him on behalf of NFL during the period the fertilizers are under his charge or in the custody of the Port Trust. The Handling agent will have to make good to NFL, on demand, any loss or damage to cargo due to the negligence or failure on his part to take proper precaution and / or to fulfill its obligations. c) The Handling agent shall be vigilant and ensure that the spillage or any losses during stevedoring and handling operations at port is minimal. Handling loss up to a maximum of 0.10% (including sweepings, discolored & damaged material, destination shortage, etc.) during discharge/standardization/ bagging and delivery up to destination shall be allowed to Handling agent for the quantity accepted as per above norms on vessel to vessel basis, after completion of each vessel. For the losses of more than 0.10%**,** recovery shall be made at on the basis of Landed cost at the rate of 125**%. Landed Cost means** CFR rate as per invoice + Marine insurance + custom duty including IGST + Load port survey charges of the concern vessel handled by the Handling agent and the applicable exchange rate shall be based on exchange rate considered by Custom Deptt in bill of entry. d) The losses allowed should not be taken as an allowance and is subject to proper documentation and verification. NFL shall have the right in its sole discretion to consider the explanation regarding abnormal shortage occurred in any shipment, given by Handling agent, on the basis of performance of the Handling agent. The abnormal sweepings will attract recovery from the handling agent. The freight expenses of shortages will not be paid. e) The Handling agent will be responsible, while goods are in their custody, (i.e. from the time the material is discharged from the vessel into godown till the same is dispatched), for any deterioration, losses, during various operations including handling, shifting, bagging, loading etc.

16.	**Transportation**	**By Rail** a) The handling agent shall place indents in accordance with NFL's dispatch instructions by paying the required registration fee to the Railways. It shall be the handling agent's responsibility to complete the forwarding notes properly so that the correct rail freight classification and priority is made applicable to the movement. It shall also be the handling agent's responsibility to ascertain from the railways the freight classification and priority applicable from time to time. b) The handling agent shall follow up with the concerned Railway authorities for allotment of rakes as per indents placed. In case of any delay / difficulty in allotment, NFL should be kept informed for the same. c) All dispatches should be effected on "freight paid" basis. It shall be the handling agent's responsibility to keep NFL advised from time to time regarding requirement of funds for payment of Railway freight to enable us to arrange for payment of rail freight. d) If for any reason, wagons are to be unloaded at the request of railways, the handling agent at his cost shall arrange the unloading and subsequent reloading. e) After the loading is completed, handling agent shall obtain and scrutinize the eRRs to ensure that they are correctly made and there is no discrepancy of any nature. f) The handling agent will arrange to send the eRRs to NFL well before actual arrival of rake at final destination. The handling agent shall arrange to e-mail/courier all the statements giving all particulars as may be prescribed by NFL from time to time. g) **Railway Wharfage / Demurrage:** The wagons when allotted and placed should be inspected for fitness. The handling agent shall ensure that the wagons are cleaned and no external contamination should occur on the surface of the bags before loading to maximum carrying capacity within the time allowed and without incurring any wharfage / demurrage. Wharfage / demurrage, if incurred will be to the handling agent's account. Any idle freight charged by Railways at dispatching station or destination station consequent to wagon not being loaded to full capacity will be recovered from the handling agent. h) **Supply of fertilizers in Open Wagon (Box N type Railway Wagons):** Handling agent have to arrange for tarpaulins for covering open wagons, plastic sheets for placing at the bottom of rake to protect bagged fertilizers from dirt and dust and latches for tying open wagon on tarpaulins. The tarpaulins so used shall be as per IS-7903/1995 (revised upto date), 200 GSM, 10X10 mesh and 1,000 diner. The handling agent shall arrange tarpaulin on behalf of NFL at a reasonable price duly acceptable and the same shall be reimbursed to the handling agent. **By Road** a) Handling agent shall load the trucks as and when required for transportation of IMPORTED P&K FERTILIZERS by road as per indents placed by NFL. b) Handling agent shall ensure to provide the details of material loaded in the truck. c) Handling agent shall send Stock transfer advice; e- way bill and weighment slip for total net weight loaded in the truck. d) The material will be delivering on F.O.R basis however handling agent is advised to keepa written receipt for receiving of material from transporter/truck driver.

17.	**Transit Loss**	a) The shortages noticed at the Railhead destinations, as certified by NFL, shall be considered as transit loss and considered for recovery as per clause -15 (c). **Handling Agent will provide adequate dunnage and polythene sheets etc., to cover and protect the material during transit by Rail or Road etc., to avoid any loss and minimize the losses due to rain water, flood etc in the event of inclement weather.** The handling agent should also send their representative at the Railhead destinations to ascertain the transit shortages. b) On ascertaining the shortages attributable to the handling agent, freight paid on such quantity shall also be deducted at actual from handling agent's bills. c) All the Books, Records and Registers of the handling agent pertaining to the work entrusted to them shall be open for inspection of the authorized representatives of NFL.
18.	**Performance**	The performance of Handling agent will be judged on the basis of:- a) Quality and speed in operations and timely submission of reports. b) Quickly dispatch of material by rail/road.. c) Accountability and accuracy of stock as per reports. d) Good housekeeping of Warehouse and ensuring good quality of material at Warehouse. e) Co-operation and relationship with Port authorities, customs and railways s for smooth clearance of consignments. No minimum quantity of IMPORTED P&K FERTILIZERS, to be handled, is guaranteed under this contract. If the services of the Handling agent are not availed for any reason, the same shall not be the basis for any claim whatsoever.

19.	**Warehousing**	a) The Handling agent will keep company product in warehouse and shall have documentation which is necessary to store Imported P&K Fertilizers in warehouse as per prevailing law. b) The Handling agent shall arrange for covered pucca-godown within the port or outside port premises as required to store bulk and bagged cargo till the material is dispatched. Godown charges/rent till free period shall be borne by the Handling agent. The storage should be proper and ensure protection of cargo from rain, flood etc. Dunnage, tarpaulins, polythene sheets etc., should be spread by the Handling agent on the floor of the godown to make it damp proof. Storage of packed cargo should be on scientific lines in properly countable stacks. c) Handling agent should also provide adequate tarpaulin to cover the material during the transit, storage etc., to avoid any loss due to rain water, flood etc. The Handling agent shall take proper care of bulk / bagged material and packing materials and provide tarpaulins at all operational points to avoid damage/loss to the material. d) The Handling agent shall not have any right or lien on the cargo, packing materials and other properties entrusted to them by NFL during handling operations. e) All necessary and reasonable arrangements shall be made by the Handling agent to ensure safety and security of cargo at all times till the goods are dispatched from the port. f) The Handling agent shall provide the assistance whenever NFL appointed surveyor carries out survey and / or cargo supervision work. g) Handling agent shall **provide 30 days free storage period from the next day after completion of discharge**. Handling agent should maximize dispatches after packing so that material is dispatched within the free storage period for which NFL will ensure that sufficient indents are placed at all times for smooth dispatches. **h) The warehouse rent shall be paid on the stock on the 1st day of the every fortnight.** i) The warehouse shall be fit for the storage. Products will be provided with required dunnage upto appropriate thickness of stack, so that stock is safe against wet ground. And there is no absorption of moisture by product. The height of packed material stack will be up to 20 bags only. j) Under no circumstances shall material be moved out of Warehouse without any valid document in writing like Indent/STA (stock transfer advice)/Delivery instructions (DI) issued by authorized representatives of company. The Delivery Challans shall accompany with e-waybills. k) The Handling agent shall ensure that maximum product loss shall not exceed as detailed at clause no. 15(c). Any product loss due to reasons outside handling agent's control will be immediately informed to company and further actions will be taken as per company advice. l) Handling agent will arrange for proper lighting in warehouse. It will be Handling agent's responsibility to man security of the stock.
20.	**Co-ordination**	a) Handling agent will keep close liaison with Ship Owners/Agents or Principals, Customs, Port Authorities, etc, for receipt and clearance of stock from Port without any obstacles. b) The Handling agent will arrange for well trained and sufficient manpower for supervision and execution of operations as per requirement and as per advice of company personnel. c) The Handling agent will, in their execution of services under the contract, adhere to procedures and routines advised by NFL and instructions thereon, as amended time to time.

		d) The Handling agent will be conversant of commercial rules/regulations to protect interests of NFL. They will keep NFL personnel informed in writing on charges or in operations which can result commercial loss or increase in expenses to NFL. e) Handling agent will not make any payment on behalf of company without having written permission from NFL for the same. f) Representatives of NFL shall be entitled to visit the Handling agent's premises where the services are being performed during working hours with or without providing any advance notice to handling agent.
21.	**Reporting**	The Handling agent shall send report on operations whenever a transaction occurs through email to authorized personnel of NFL. In addition to above, handling agent will also send operations report once in week in excel/PDF format for necessary storage/filing of documents. In case of any differences, the stored/filed documents will be considered final. The reports will be sent in format as per **Annexure-XII.**
22.	**Clarifications**	NIT shall be considered to have been read / understood when bidder is going for electronically filling of Technical and price bids. Any clarifications on NIT should be sought in writing well before the electronically submission of the tender. NFL will provide the clarification in writing. However, failure to receive any addendum or clarification shall not relieve the bidder of any of the obligations stipulated in the NIT. The terms and conditions as specified in the contract shall be final. For bidder who are themselves operating private ports or those bidder who are permitted (Licensed) by the ports to handle of bulk fertilizers on singular basis, the following clauses of the tender documents shall not be applicable i.e. Clause No 29.
23.	**Earnest Money Deposit (EMD)/Bid Security:-** a) **An Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lac only) should be furnished in NFL's Current Bank Account No. 10297944842 in State Bank of India, Corporate Accounts Group Branch, 4th and 5th Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001 (IFSC code SBIN0017313). The earnest money deposit furnished by tenderer will not carry any interest. No other form of payment will be accepted.** b) Earnest money deposited shall not earn any interest. Tenders without EMD or with EMD in the manner other than what is mentioned above will be summarily rejected. Any request to adjust EMD, out of the bidders current bills or pending payment will not be considered and the tender with such request will be treated as without EMD and will be rejected. c) **Forfeiture of EMD :** If for any reason whatsoever, any bidders withdraws his tender prior to expiry of validity period of the tender or after issue of Letter of Intent or Work-order, fails or refuses to execute the order or fail to furnish the security Deposit for faithful performance of the contract within the stipulated time, the EMD is liable to be forfeited. d) EMD of Rs 2,00,000/- of the successful bidder shall be treated as initial security deposit and retained towards Initial Security Deposit (ISD) till receiving of required amount BG. e) **Refund of EMD :** The EMD of unsuccessful bidders will be refunded as soon as possible. EMD ofsuccessful bidders will be adjusted against Security Deposit amount to be submitted by him subsequently,if so desired by them.	

24. Security Deposit:

a) Submission of Security Deposit

For proper and timely fulfillment of the Contract, an Interest Free Security Deposit has to be paid to NFL without any exemption. The amount of the security deposit to be paid will be 10% of the contract / work order value.

The security deposit will be calculated on above basis for the contract value. In case contract is awarded for more than one year, the security deposit shall be calculated on annual basis and same can beextended before expiry of the previous security deposit.

The security deposit shall be deposited by the Handling agent immediately within seven working days on nomination of first vessel at port, for the value of the contract as detailed as above in the form of Demand Draft/Bank Guarantee/**RTGS i**n favour of National Fertilizers Limited, payable at Noida / New Delhi. The handling agent can either submit balance security or submit full amount of security deposit and take the refund of Initial Security Deposit.

Final Security Deposit is also acceptable in Bank Guarantee in lieu of Demand Draft /**RTGS** as per NFL proforma (attached in Annexure-XI) from schedule bank except Garmin Bank and Co-operative Bank. The Bank Guarantee shall be furnished to NFL, for a suitable period as prescribed by NFL in the LoI and shall remain valid for a minimum additional claim period of one year from date of expiry of contract.

The Handling agent shall approach their Banker for issuance of Bank Guarantee in favour of NFL along with a request to confirm the same and send BG advice (including all BG Amendments) by your issuing bank through SFMS platform directly to the NFL Banker ,i.e to ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details :

i. IFN 760 COV for issuance of Bank guarantee.
ii. IFN 767 COV for amendment of bank guarantee.
iii. Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.
iv. Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN760 COV/IFN 767 COV.).

S.No.	SFMS Field	Detail
	7035	IFSC Code:- ICIC0000031
	7036	ICICI Bank Ltd, K1, Senior Mall, Sector -18, Noida, UP, 2013013
	7037	NFLNATIONAL04022015

b) Forfeiture of the Security Deposit

In the event of any breach of any of the terms and conditions of the Contract or if the Handling agent neglects, delays or fails to perform according to the terms & conditions of the contract, NFL shall have right to forfeit the Security deposit.

The Security Deposit shall remain at the disposal of NFL as a security for the satisfactory execution and completion of the Contract as per terms and conditions specified in it. NFL shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the Handling agent under this contract.

c) Refund of Security Deposit

On due satisfactory performance and completion of the contract in all respects, the Security deposit will be refunded to the Handling agent without any interest on presentation of an absolute "No Demand Certificate" from the concerned NFL personnel and upon returning, in good condition, of any property belonging to NFL, which may have been issued to the Handling agent within 3 months of settlement of final bills. Alternatively, the same could be adjusted (depending on the contract value for the next vessel) subject to agreement of the same from the party. "No Demand Certificate" shall not be issued if the Handling agent fails to cancel all the bonds issued in lieu of original documents during the handling of the vessels.

25.	**Authorized representative**	The Handling agent shall furnish to NFL the name, designation and address of his authorized representative who shall be, in addition to the Handling agent, responsible for the operation of this contract. All communications and references from NFL shall be deemed to have been issued to the Handling agent, if delivered to his authorized representative or left at the address so given. NFL shall nominate an officer, who would be the authorized representative to act on behalf of NFL and give instructions to the Handling agent. During the period of the contract, no alteration in the constitution of the firm (Proprietor/partnership/Limited) shall be carried out without the prior written consent of NFL. Any change in the constitution of the firm will not affect the validity of the contract/liability of contract and all the existing partners at the time of entering into contract shall be jointly and severally liable for the performance of the contract.
26.	**Commencemen tof Work**	a) The Handling agent shall commence the work immediately on receipt of the Letter of Intent (LoI) / Work order (WO) from NFL, as the liability to perform the contract will begin immediately on the receipt thereof. Formalities pertaining to Security Deposit and Agreement and submission of any other documents, shall be completed within seven days from receipt of LOI/WO. However, pending completion of these formalities the Handling agent should be ready to commence the work. Failure to confirm to above will result in forfeiture of EMD. b) NFL reserves the right of placing the contract simultaneously or at any time during the period of the contract with one or more Handling agents as it may think fit. c) The Handling agent should ensure safe execution of the job and observe all the safety regulations of the port authority. For non-compliance of any of safety rules, the Handling agent will be solely responsible for the consequences including losses and damages.
27.	**Period of Contract**	a) The Contract is valid for a period of **One year** from date of issuance of Letter of Intent which can be extendable by one year depending on satisfactory performance of the Handling agent on the same quantity, rate, terms and conditions at mutual consent of the both parties. However, NFL will have the right to terminate the contract at any time without assigning any reason by giving seven days' notice. b) The contract quantity/value for initial one year period can be enhanced further up to 50% of the initial contract quantity/value with the sole discretion of NFL. c) In the event any vessel is under nomination, loading/sailing / under discharge and the material is under dispatch on the last day of the Contract (including in its extended period), the contract would automatically get extended till the completion of entire operation and submission of final report by the Handling agent to the satisfaction of NFL. d) NFL reserves the right to get the job done by third party/port in part or full at the risk and cost of the Handling agent, if in the opinion of NFL the performance of the Handling agent is not satisfactory. e) Before submitting the tender, the bidders should satisfy themselves of all existing conditions, limitations and official regulations on the site of the work and enroute and the laws governing the contract. No claim whatsoever shall be entertained on the grounds of ignorance of all applicable laws, site conditions and / or conditions prevailing in the surrounding areas.

28.	**Right of acceptance or rejection of Tender**	NFL reserves the right to accept at their sole and unfettered discretion, any tender wholly or partly or to reject any or all tenders without assigning any reason thereof. No claim for compensation etc., whatsoever will be entertained by NFL from unsuccessful tenderers. NFL reserves the right to refuse/accept the tender document or reject the tender while opening or evaluating the tender if the past performance of the Handling agent in the opinion of NFL was unsatisfactory. The decision of NFL regarding performance evaluation shall be final.
29.	**Splitting / Parallel Contract**	National Fertilizers Limited reserves the right to split the tender in parts and award the Contract in full or in parts simultaneously or at any time during the currency/period of the contract with one or more handling agent(s) as deemed fit. The order quantity will be split in the ratio of 70:30 between L1 bidder and next lowest bidder in sequence, who matches the price quoted by L1 bidder. If the performance of the Handling agent is found unsatisfactory, the quantities allotted to the successful bidders may be reduced after giving the bidders due notice regarding their under performance. Due to bunching of the vessels, faster evacuation, seasonal requirement, availability of trucks, preference will be given among the selected Handling agents who is having ready and adequate infrastructure, labour availability at that particular time despite the above mentioned ratio.
30.	**Volume of Work**	The estimated quantum of work to be handled is 300000 MT of imported bulk P&K Fertilizers. The above is an approximate assessment of the work and the quantity is only indicative and no guarantee can be given as to any definite volume of work which will be entrusted to the Handling agent at any time as these figures are likely to vary or even become nil solely at the discretion of NFL. Payment will be made only on the quantity actually handled.
31.	**Compensation for submission of Tender**	Bidders shall not be entitled to claim any cost, expenses for or in connection with the preparation and submission of their tender even though NFL may elect to withdraw the invitation to tender or reject all tenders.
32.	**Handling rates**	a) The bidders should quote rates on per Metric Tones basis exclusive of GST as per Annexure-V. The rates should be mentioned in figures. Quoting of rates in figures is mandatory. The rates so quoted shall be all inclusive and no claim for extra will be entertained. The rates contracted shall be firm during the validity period (normal/extended) of the contract and no escalation in the rates will be entertained on any grounds during the contract period. b) The rates quoted should be inclusive of all duties, taxes, (except GST), charges and any other levies, charges such as labour cost, levies, overtime, day & night charges, detention charges, charges for hire and use of mechanical equipment viz. excavator, grab, crane, JCB. NFL shall not entertain any claim for extra payments on what so ever account. c) The rates quoted are all inclusive of applicable taxes, levies, as applicable (excluding GST) and no claim for extra will be entertained. The tenderer shall be responsible for the payment of the taxes to the concerned Government Authority. The Handling agent shall pay all taxes and levies, if any leviable in respect of the operations governed by this contract. d) Statutory Cargo related charges viz. wharfage including pollution charges if any /custom duty will be paid to port / custom authorities by NFL as per the relevant notification. The Handling agent will advise and duly assist NFL in this matter to deposit the same with concerned authorities. Railway siding charges if any would be borne by the handling agent. Also the priority berthing charges payable to port if any will be borne by the handling agent.

33.	**Agreement**	a) The Handling agent shall execute an agreement as per the format (Annexure-X) with NFL within seven days of receipt of the LoI/Work-order on a Non-Judicial stamp paper of Rs. 200/- b) Pending execution of the agreement, the tender documents, letters of acceptance and other relevant letters and communication between the Handling agent and NFL shall constitute a binding contract.
34.	**Miscellaneous**	a) All persons employed by the Handling agent shall be engaged by him as his own employees in all respects and the responsibility under the Indian Factories Act or the Workmen's compensation Act or Employees Provident Fund Act, or Employees State Insurance Act or M.T.W. Act, or any other similar or their enactment/Act(s); as applicable in respect of all such personnel shall be that of the Handling agent only. In case NFL, as a principal employer, has to incur any expenditure by way of contribution to the Handling agent's workmen under the workmen's compensation Act or any other similar enactments, such expenditure incurred by M/s NFL, shall be recovered in full from the Security Deposit/bills of the Handling agent. In addition, for any obligation or liabilities discharged or performed by M/s NFL, at the request of or on the failure of the Handling agent to perform such obligations/liabilities under any law such expenditure incurred by M/s NFL, shall be recovered from the Security Deposit/bills of the contract. The Handling agent shall arrange all statutory facilities such as First Aid, Medical Treatment, insurance, etc. to the workers under his control while working with M/s NFL. b) If the Handling agent's lorry(s) while entering or leaving and/or in the process of taking delivery of the goods from the Port/Warehouse premises, cause(s) any damage to property/persons of company/other Handling agents, such losses shall be reimbursed by the Handling agent and the quantum of loss as fixed by M/s NFL, shall be final binding and shall not be disputed. Similarly, any loss/damage to consignees on such instances at destinations shall be reimbursed by the Handling agent. c) The Handling agent expressly agrees that it is acting as independent Handling agent, neither as agent nor employee of the company.
35.	**Important Points For Careful Consideration**	a) The Handling agent shall ensure that no slack or torn bag is delivered to the road transporters/Rakes. Such slack or torn bags are suitably mended by the Handling agent before such dispatch. b) The Handling agent will be responsible, while goods are in his custody, (i.e. from the time vessel is dispatched and till the material is dispatched in Wagon/trucks after re-packing), for any deterioration, losses, during various operations including handling, shifting, bagging, loading, transport, unloading etc. The Handling agent shall be vigilant and ensure that the spillage or any losses during stevedoring and handling operations at port are minimal. c) The Handling agent shall not have any right or lien on the cargo and other properties entrusted to him by NFL during handling operations. d) The Handling agent shall ensure that at no point of handling of the filled in bags (viz. Bagging, standardization, stacking, destacking, transportation, handling and loading into trucks) hooks are used by labourers.

36.	**Submission of bills / Terms of payment**	The contract is broadly covered the activities indicated in price bid Annexure-V from Sr No 1 to 6 in respect of a vessel. Handling agent shall submit his bill for payment soon after the completion of the activities. . **Submission of bills will be separately for product wise and vessel wise**. The bills shall be processed by NFL as under: a) Depositing of custom duties and other govt. duties = Advance b) 90% Payment for activity No. 1 to 6 as defined in price bid Annexure-V, shall be made within 30 days of receipt of bill (complete in all respects). c) The balance 10% amount subject to all recoveries that may have to be carried out, shall be payable to the contractor (on completion and dispatch of the entire material of the vessel) within 30 working days from the date of the submission of bills complete in all respects. d) 100% Payment for activity No. 7 as defined in price bid Annexure-V, shall be made within 30 days of receipt of bill (complete in all respects). e) The quantity actually dispatched shall be the basis for payment of port handling bills. f) The quantum and amount of any losses / damages to NFL will be determined by NFL and deductions shall be made accordingly. g) NFL reserves the right to withhold payment to the extent as may be necessary to protect itself from any claims against itself from any third parties and towards losses on account of failure of the Handling agent to make timely payment for material or for labour payments may also be withheld for other reasons mentioned elsewhere in the NIT.
37.	**Inability of Handling agent to perform the contract satisfactorily**	If in the opinion of NFL (which shall be conclusive) the performance of the contract is not satisfactory or the Handling agent neglects to comply with any directions given to him by NFL, the contract is liable to be terminated by NFL in part or full by giving 07 days notice in writing and the loss/damages, expenses which NFL may incur or sustain shall be recovered from the Handling agent. In such event NFL reserves the right get the balance work done through any other party at the risk and cost of the Handling agent which shall be recovered from Handling agent's bill/ Bank Guarantee/ Security Deposit and/or by resorting to other legal remedies.
38.	**Assignment or sub-letting of contract**	The Handling agent shall not assign or sublet the contract or any part thereof, without written consent of NFL and such consent, NFL shall be entitled to withhold without assigning any reason or grounds. Any breach of this condition shall entitle NFL to take such steps as may be necessary including termination of the contract and recover the loss or damages arising out from such cancellation. The permitted subletting of work by the Handling agent shall not establish any contractual relationship between the sub-Handling agent & NFL and shall not release the Handling agent of any responsibility under the contract.
39.	**Sub-Contract**	Written consent of NFL shall be obtained before the work is sub-contracted, in case the Handling agent employs any Sub Handling agent, such sub-contracting shall not absolve the Handling agent of any of the liabilities under the Contract. If in the opinion of NFL, the Sub-Handling agent appears to be unfit to carry out his part of the contract or of the Sub-Handling agent's work is such that the planned time for completion within the terms of the order is or likely to be jeopardized, NFL shall have the right to instruct the Handling agent in writing to terminate the Sub-contract forthwith. Such termination shall not give rise to any claim against NFL from the Handling agent or Sub-Handling agent and shall not relieve the Handling agent from any of his contractual obligations and responsibilities.

40.	**Period for the Completion of Contract**	Delivery time will be the essence of contract therefore it shall be imperative on the part of the handling agent that the contract shall be completed at each stage as per the time schedule given in the Contract. Notwithstanding the above, in case the progress in execution of the Contract at various stages is not as per the time schedule or is not satisfactory, in the opinion of NFL which shall be conclusive, or if the Handling agent neglects to execute the contract with due diligence or expedition or shall contravene the provisions of the Contract, NFL may give notice of the same in writing to the Handling agent calling upon him to make good the failure, within the period considered reasonable by NFL and specified as such in the notice. NFL shall have the option and be at liberty to determine the Contract, wholly or in part, and make alternative arrangements for completion of the Contract at the Handling agent's risk and cost, NFL shall be entitled to recover from the Handling agent all extra cost incurred on this account. In such an event NFL shall not be responsible for any loss that the Handling agent may incur and handling agent shall not be entitled to any compensation. NFL in addition, shall have the right to forfeit security/performance deposit in full or in part.
41.	**Termination of Contract**	In addition to several grounds specified in the Contract, the contract is liable to be terminated in the following circumstances after 07 day's notice in writing: "Handling agent commits any breach of the terms and conditions of the contract or is unable to perform the contract for any reason or abandons the contract or alters the constitution of the firm without prior consent of NFL or disregards the instructions given by NFL or is unable to fulfill any of the terms and conditions of the agreement entered into for carrying out the subject contract".
42.	**Compliance of Laws**	a) The Handling agent shall be primarily and completely responsible to comply with all Central and State Laws as well the Rules, Regulations, bye-Laws and Orders of Local Authorities and Statutory bodies as may be in force from time to time. He shall give to the Municipal Corporation, Police and other relevant authorities all such Notices etc. as may be required by Law and obtain all requisite licenses and/or Permits for temporary construction, enclosures etc., and pay all Fees, Taxes and such other dues or charges which may be leviable on account of any of his operations in executing the work under this Contract. He shall make good, at his own cost, any damage to any adjoining property. b) The Handling agent shall at his expense comply with all labour and industrial Laws and such other Acts, Statutes and Regulations as may be applicable to the Handling agent including the payment of compensations or any other payment required to be made to his employees, casual workmen employed/engaged by him directly or indirectly in connection with the work of NFL. The Handling agent shall indemnify and keep NFL harmless and always indemnified at all times for all claims arising out of his failure to meet his responsibility. c) NFL shall have lien on all and over all or any money that may become due and payable to the Handling agent under these presents, and / or also on and over the deposit or security amount or amount made under the contract and which become payable to the Handling agent under the conditions in that behalf herein contained for or in respect of any debt or sum that may become payable to NFL by the Handling agent either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between NFL and the Handling agent. Further that NFL shall at all times be entitled to deduct the said debt or sum due by the Handling agent from the moneys, securities or deposit which may become payable to the Handling agent under these presents. d) For all works under this contract, the Handling agent will employ his own workmen, and none of the workmen employed by the Handling agent under this contract are deemed to be NFL's workmen or under the control or supervision of NFL. The Handling agent shall alone (and not NFL), be liable for all claims of such workmen

		under their terms of employment, or under any statute relating to wages, compensation, terminal or other benefits, bonus, compensation for injuries, loss of earning capacity or on any other account whatsoever now or hereafter payable to them. The Handling agent undertakes to observe and perform all statutory regulations and obligations relating to employment of such workmen including making payments/deposits with various authorities as may be required under several labour and industrial laws. e) The Handling agent is liable and responsible for all claims for loss, damage or injury caused to any person, whether his employee or otherwise in the execution and performance of this contract and such liability on his part extends to any claim for loss, damage or injury occurring in the performance of this contract by the Handling agent, by any person, whether a workmen, visitor, licensee, sub-Handling agent or his employee or otherwise. f) The Handling agent shall ensure that no person below the age of 18 years is employed by him or his sub-Contractor to perform this contract at any stage. g) The Handling agent shall maintain all the relevant records relating to labour employed, wages paid etc., submit the returns prescribed by the Competent Authority/Rules, under various labour and industrial laws and shall submit to NFL as and when required.
43.	**Removal of unsuitable employees**	The Handling agent shall on instructions of NFL remove any Worker or person employed on NFL work if in the opinion of NFL he is not a fit person to be retained on the work.
44.	**NFL's Lien**	**Notwithstanding anything contained in these terms and conditions NFL shall** have the right to seize and remove their stocks of goods at any time as NFL may desire or deem proper. Any dispute in respect of the same or any other dispute between the parties hereto, will not in any way affect NFL's right to seize and remove their stocks at their discretion.
45.	**INTEGRITY PACT**	a) Signing of Integrity Pact (IP) is mandatory for every Tenderer participating in this tender. A copy of the IP is enclosed (Annex.-VII), which may be deemed to have been signed by NFL. The Tenderer(s) and NFL shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated. Details regarding Integrity Pact can be viewed on our website viz. www.nationalfertlizers.com. b) The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. Any bid not accompanied by duly signed IP by the Tenderer would be rejected. c) The Independent External Monitors (IEMs) for this tender shall be **Shri Ramchander Bagdalkar**, 006, HMR Purple Elites, 9th Main, 9th Cross, HBR Layout 4th Block, Kalyan Nagar Post, Bangalore-560043 e-mail- rnbagdalkar@gmail.com & **Cmde Rakesh Anand IN (Retd.),** 16, Currie House, Mazagaon Dock Officers Qtrs, Dockyard Road, Mumbai-400010 e-mail: ansem_2000@yahoo.com. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to these Independent External Monitors (IEMs).

46.	**Force Majeure**	a) Neither the Handling agent nor NFL shall be considered in default in the performance of their contractual obligations so long as such performance is prevented or delayed for reasons of any act of God, severe earthquake, typhoon or cyclone (except monsoon), floods, tsunami, lightning, land slide, fire or explosion, plague or epidemic, strikes & lock outs accepted by port authorities, sabotage, blockages, war, riots, invasion, act of foreign enemies, hostilities, (whether war declared or not) civil war, rebellion, revolution, insurrection or military usurped power or confiscation or trade, embargoes or destruction or requisition on by order of any Government or any public authority. b) Handling agent shall promptly notify NFL about the occurrence of the force majeure events and provide NFL with the details. At the end of the impediment handling agent shall provide justificatory documentation countersigned by the Local Chamber of Commerce. c) Should either of the parties be prevented from fulfillment of the contractual obligations by a state of Force majeure lasting continuously for a period of six weeks, the parties shall consult each other regarding the future implementation of the contract. d) The mere shortage of labour, material or utilities shall not constitute force majeure unless caused by circumstances which are themselves force majeure. e) Handling agent shall endeavor to prevent, overcome or remove the causes of force majeure. f) No ground for exemption can be invoked if the Handling agent fails to give timely notice by a registered letter and subsequently supported by documentary evidence.

47.	**Disputes/ <u>Arbitration</u>**	**a) For Indian Parties** "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably though negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below: A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Chairman & Managing Director, National Fertilizers Limited. Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996. Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996. The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract. **The seat and venue of arbitration shall be New Delhi.** The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties." **b) For CPSEs and Government Department** "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019-FTS-10937 dated 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties."

48.	**Applicable law/ Jurisdiction of Courts**	The courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with the tender. All disputes arising out of this tender shall be decided in accordance with the laws of India and in English language only.
49.	**Provisions relating to MSMED Act / Make in India**	a). Provisions of Public Procurement (Preference to make in India) order 2017 notified vide Order No. P45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable. a-i) Bidders seeking benefits under purchase preference to make in India (linked with local content) shall have to comply with the provisions specified under the public procurement (preference to Make in India) order 2017. The salient features of which are as under: A) Minimum local content: The minimum local content shall ordinarily be 50%. B) Margin of Purchase Preference: The margin of purchase preference shall be 20%. a-ii) 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 of 50% 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 form 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. a-iii) 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. b). In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content vendor will be evaluated with 20% purchase preference. c). NFL reserve the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises(MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority. d). In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference –linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently. d-i) Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy. d-ii) In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security / EMD shall continue to be available to MSE Bidders.

50.	Fraud Prevention	a) **Bidders 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 **Bidder** should adhere to Anti-Fraud Policy of NFL (full text of which is available on NFL's website www.nationalfertilizers.com)fraud as soon as it comes to their notice. In caseof failure to do so NFL may debar them for future transaction. b) If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
51.	**Important Instructions**	a) The Company's interpretation or decision in regard to all or any of the terms and conditions hereof any matter arising hereunder will be final and binding on the Handling agent. b) Any information derived or otherwise communicated to the Handling agent in connection with the Contract shall be regarded as **secret and confidential** and shall not, without the written consent of NFL be published or disclosed to any third party or made use of by the Handling agent except for the purpose of implementing the Contract.

Annexure-I

SPECIAL INSTRUCTIONS TO TENDERERS

1. Mode of Tendering

National Fertilizers Ltd. wants to appoint intents CFS agent for handling work of imported bulk P&K Fertilizers at **[Name of the port]** through e-tendering. The NIT is available on website https://gem.gov.in/ from where the registered SERVICE PROVIDERS/SELLERS/vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

The Bidder should be aware of the process regarding downloading of tender documents, preparation of Technical bid as well as price bid, uploading of TECHNICAL as well as price–bids and submitting through online only, opening of bids, , and other related activities. It is presumed that accordingly, ~~you~~ Bidders can submit their bid and participate in the tender as per the requirements of the system. However, in case of any help / clarification, **bidder** may contact any one of the following:

Any queries relating to the process of online bid submission or queries relating to tender **Bidder may contact any one of the following**:

a) M/s. National Fertilizers Limited-Noida

Name- Contact No.- Email –	Name- Contact No.- Email-

b) Any queries relating to the process of online bid submission or queries relating to tender Portal in general

2. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement. The bidders are required to submit soft copies of their bids electronically on the Gem Portal. The instructions given below are meant to assist the bidders in registering on the GEM Portal.

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

4. **Tender Schedule:**
The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, and tender opening is detailed in NIT. Any corrigendum/amendment shall be publishing on GEM PORTAL.

5. **REGISTRATION AT GEM Portal** Bidders are required to enroll on the GEM Portal (URL: https://gem.gov.in/.

6. **SUBMISSION OF BIDS AT GEM PORTAL**
   a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
   b) The bidder has to upload the required bid documents one by one in the sequence as indicated in thetender document.

   c) Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.

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

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

7. ASSISTANCE TO BIDDERS FOR GEM

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

8. **Tender Opening:** The tenders will be opened electronically by NFL from Noida office. The submission of bids shall be done by vendors from their office or from place of their choice. However bids cannot be submitted after the bid submission due date & time as per the schedule. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically and such vendors shall only be allowed to participate..

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

Annexure-II

PART – 1: TECHNICAL BID

(Available on https://gem.gov.in/)

(To be completed by handling agent or their authorized agent on the link available on website under Party's login)

S. No	Requirement as per NIT		Details filed by bidder			
1.	Details of EMD deposited in NFL Bank Account		Date	Name of Bank	Amount in INR	UTR No
2	Name and Complete address of bidder					
	Contact Person's Name, Mobile No. Telephone No, Fax No., Email	At office				
		At Workstation				
3	Constitution of the bidder (Prop./Partner/Pvt Ltd)					
4	Registration No. of the bidder					
5	PAN No. of the bidder					
6	GSTIN No. of the bidder					
7	CHA license (either own or with consent of other party)	Name of Party with address				
		License No.				
		Period of Validity				
8	Stevedoring license (mandatory to be on bidder's name)/ In case of self-operator declaration of self-stevedoring should be submitted.	Name of Party with address				
		License No.				
		Period of Validity				
9	Name of Banker, Account No. and IFSC Code					
10	Name and designation of the relative (If any, serving currently in NFL or Ex-employee & relationship)					
11	Warehouse Facility			Owned	Rental	
			Number			
			Capacity (MTs)			
12	Warehouse location & Address					
13	Details of Infrastructural facilities available at the Port		**Details**	**Owned**	**Rental**	
			Barge			
			Pay loaders			
			Dumpers			
			Cranes			
			Grabs			
			Proclain			
			Labour arrangement			
			Bagging Machines			
			Any Others detail - Hopper			
14	Details of Infrastructural facilities available at the Warehouse		Accessibility of roads		Yes/NO	
			Facility of Weighbridge		Yes/NO	
			Others			
15	Bidder should have experience of handling and bagging of imported bulk fertilizes at any Port in India for a minimum period of the last two financial years i.e. _____ The bidder should have handled minimum one lac MT of imported bulk fertilizer in each of the last two financial years i.e. _____, at **[Name of the**		Yes/No			

	port].			
16	Detail of the experience of handling of bulk/bagged cargo duly verified by port authorities or Company in last two Financial years (2021- 22 and 2022-23).	Particulars/Year	For last two completed FY	
			20YY-YY	**20YY-YY**
		Name of Importer		
		Type of Bulk/Bagged Fertilizer handled & bagged		
		No. of Shipment		
		Maximum Discharge Rate (MT)		
		Contract value (Rs in Lakhs)		
		Volume in MTs.		
17	Registered under MSMED Act-2006	Yes/No		
18	Integrity Pact (duly signed)	Uploaded/not uploaded		
19	Acceptance of all terms and conditions of tenders documentsalong with all annexures thereof	Yes/No		

*The Handling agent who does not have Custom House Agent License should indicate the Custom House Agent License No. and the name of the Party along with the consent letter from the license holder with whom the party proposes to undertake custom related job.

Undertaking/declaration

1. I/We hereby confirm that we have read all the terms and conditions of this tender for **APPOINTMENT OF CFS AGENT FOR HANDLING WORK OF IMPORTED P&K FERTILIZERS AT _____ PORT**, all the annexures attached thereof and all addendum/s, if any, issued and I/we undertake that all terms & conditions mentioned in this tender document along with annexures and addendum, if any, are accepted to me/us without any deviation and I/We shall abide by the same fully.
2. That the Bidders, their associates, Sister concerns, etc. have not been blacklisted by any Institutional Agency/Govt. Deptt./Public Sector Undertaking in the last five years.
3. That none of our Sister-Concern/ Group/ Associates Company is participating in this tender.
4. Requisite EMD amount have been deposited as per clause 23 of Part-B.

Signed Digitally

Place:

Date:

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

Annexure-III-

List of Documents to be up-loaded in the following sequence (individually / separately in PDF format) in e-tender which is the eligibility criteria for qualifying the Technical Bid :

1. Details of EMD deposited, Copy of bank confirmation for online payment.
2. **Certificate that the bidder is an authorized fertilizer handling service provider at Pipavav port or In case of self-operator declaration of self- stevedoring should be submitted. Copy of Registration of the Firm.**
3. Experience certificate for handling and bagging of imported bulk fertilizes at any Port in India for a minimum period of last two financial years i.e. 20YY-YY & 20YY-YY, either from the Port authorities or the Company of whom fertilizer was handled.

   (The bidder should have handled minimum one lac MT of imported bulk fertilizer in each of the last two financial years i.e. 20YY-YY & 20YY-YY, at [Name of the port].)
4. **Copy of LOI / Work Order awarded by any Indian Fertilizer Company or Fertilizer Importer in last two financial years for similar job.**
5. **Copy of valid Stevedoring license. In case of self-operator declaration of self- stevedoring should be submitted.**
6. **Copy of valid CHA license-for India along with Consent Letter from CHA**
7. **Documents such as Notarized affidavit for sole proprietorship / Partnership Deed / Memorandum & Articles of Association etc.**
8. Letter of authority / Power of Attorney empowering the person signing the tender and dealing with NFL.
9. Bank Account Details with IFSC Code and Cancelled Blank Cheque.
10. Letter from the bank for readiness for issue of Bank Guarantee towards security deposit.
11. **Copy of PAN and GSTIN Registration Certificate.**
12. **Acceptance of General Terms and Conditions of NIT. Please sign and stamp all pages of Tender Documentas acceptance.**
13. **Integrity Pact -Duly Signed and stamped along with two witnesses,**
14. **Copy of Balance sheet and Profit and Loss Account for last three complete Financial Years**
15. **Acknowledgement of ITR for last three completed Assessment year.**
16. **Any other relevant information which the applicant may like to provide.**
17. **Requirement of undertaking regarding registration under MSMED Act-2006: If the tenderer are registered as Micro/Small/Medium Enterprises as per MSMED act-2006 , the same may be confirmed by the party in form of undertaking given on its letterhead and also upload a copy of the registration certificate in support thereof. (Annexure-VII).**
18. **Model Clause Certificate as per Annexure-X (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020 (Annexure-VIII)**
19. **Self-Certification Form: Make In India (Local Content) as per (Annexure-IX)**
20. **DECLARATION/UNDERTAKING for safe and proper storage of Cargo as per AnnexureIV**

Annexure-IV

DECLARATION/UNDERTAKING

To

National Fertilizers Limited,
CMO, Noida.

Subject: Declaration/Undertaking for safe and proper storage of Cargo

Dear Sir,

With reference to your Tender/ NIT No._____dated_____ for the subject work, we hereby confirm and declare as under:-

(1) That the imported Fertilizers bulk / bagged material required to be stored in a Warehouse under the subject contract shall be stored properly to ensure protection of cargo and avoid any loss or damage, only in proper warehouse as per standard specifications either owned or hired by the Tenderer.

(2) That on Storage of Fertilizers in Warehouse, the Tenderer shall immediately share with NFL the details of Warehouse regarding its location and address etc., as may be required by NFL.

(3) That Tenderer shall comply with all the applicable Statutory Laws/Rules as are in force and shall hold all necessary licenses, if any, from the respective competent authorities for running Warehouse/ Warehouse facility for storage of the imported Bulk fertilizers.

SIGNATURE AND SEAL

Place:

Date :

ANNEXURE-V

INTEGRITY PACT

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

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

AND

_____Herein after referred to as "The Bidder/Contractor"

PREAMBLE

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

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

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

   a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

   b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

   c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be

entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

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

1. The Principal will enter into agreements with the identical conditions as this one with allbidders, contractors and sub-contractors.

2. The Principal will disqualify from the tender process all bidders who do not sign this Pactor violate its provisions.

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

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

Section 8: Independent External Monitor/Monitors

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

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.

5. 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.
6. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.
7. 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.
8. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

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

- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

- COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

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

(For & on behalf of the Principal)	(For & on behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place: _____	
Date: _____	
Witness 1:	Witness 1:
(Name & Address)	(Name & Address)
_____	_____
_____	_____
_____	_____
Witness 2:	Witness 2:
(Name & Address)	(Name & Address)
_____	_____
_____	_____
_____	_____

Annexure-VI

Sub: Registration under MSMED Act-2006

Undertaking (on party Letterhead)

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

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

Place:

Date

Annexure-VII

Model Clause Certificate: Public Procurement No. 1
(On Company's Letter Head)

Tender Ref. No.: ……

To

M/s National Fertilizers Limited,
Corporate Office,
Noida

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

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

or,

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

For M/s……

Authorized Signatory
(With company seal & Name)

ANNEXURE-VIII

Self-Certification Form: Make in India (Local Content)
(On Company's Letter Head)

Tender Ref. No.: ……

To

M/s National Fertilizers Limited,
Corporate Office,
Noida

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

Sir,

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

I also certify that the bidder M/s…….. Has not been debarred by any procuring entity from violation of this order.

The address is as below, where the local content/ value addition is made:
[Factory Address]

For M/s……
Authorized Signatory

(With company seal & Name)

Annexure - IX

Agreement on NON JUDICIAL VALID STAMP PAPER OF Rs.200/-

APPOINTMENT OF CFS AGENT FOR HANDLING OF IMPORTED BULK P&K FERTILIZERS AT PIPAVAV PORT

THIS AGREEMENT MADE THIS (Date)___between M/s. National Fertilizers Limited, a Company Registered under Companies Act, 1956 having its Registered Office at SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI - 110003, hereinafter called as "Company" which expression unless repugnant there to includes its successors and assigns of the ONE PART and M/s. _____ _____herein after called the "Handling agent" which expression unless repugnant, thereto includes its successors and assigns of the OTHER PART.

WHEREAS, the Company is importing Bulk IMPORTED P&K FERTILIZERS at _____ Port, whereas M/s._____is inthe business of undertaking discharge of fertilizers from vessel, handling & local transportation of Bulk fertilizers to Warehouse, bagging & standardization including machined stitching, stacking/de-stacking and loading into trucks/wagon (with transportation upto rake point) and despatch of fertilizers.

Whereas the "Company" invited bid for appointment of CFS agent for handling work of imported bulk P&K fertilizers at _____ Port vide Tender No._____ dated_____

Whereas in response to above tender, handling agent submitted its bid/quotation.

WHEREAS the Handling agent is willing to undertake the work at the agreed rates (Prices), terms and conditions indicated in the Tender No.

…….dated___and as per NFL's letter of Intent (LOI) dated_____.

This agreement now witnesses and it is hereby agreed that the said Handling agent shall work under the conditions hereinafter appearing:

1) The Handling agent agrees to abide by the Company's Notice inviting Tender No._____ dated along with terms and conditions thereof, as per the Company's LOI No. dated _____ both of which form part of this Agreement along with the Handling agent's quotation dated.

2) The Handling Agent shall furnished Security Deposit for Rs. /- Rupees) by way of DD / RTGS or Bank Guarantee immediately within seven days on nomination of first vessel at port and it is agreed that the Handling agent shall bear all Charges/costs pertaining thereto and shall not demand any interest, charges expenses connected therewith.

3) The handling agent shall abide by all the correspondence exchanged subsequent to the NIT and award of contract relevant to the terms and condition of NIT.

4) The agreement shall be valid upto which can be extended for a further period of one year on the same rate, terms and conditions of the N.I.T. with the mutual consent of both the parties.

5) **Disputes/ Arbitration**

(a) For Indian Parties

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

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Chairman & Managing Director, National Fertilizers Limited.

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

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

the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract. **The seat and venue of the arbitration shall be New Delhi.**

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

6) Due to Handling agent's inability, failure or negligence to execute the contract, any loss incurred by the Company, will be on handling agent's account. The Company or his authorized representative or his successor at his entire discretion may also terminate the contract in part or full, by giving 7 days' notice if in his opinion the work under the contract is not being done in accordance with the terms and conditions of the contract. The Company also reserves the rights to get the work done by any other agency as and when the situation warrants, at the risk and cost of the Handling agent and any additional cost so incurred shall be recovered from Handling agent's bills/Bank Guarantee / Security Deposit.

7) The Contract is entered into at and only competent Courts of New Delhi shall have jurisdiction to the inclusion of all other courts.

8) Other Terms and conditions mentioned in NIT, Letter of Intent forms a part of this agreement.
IN WITNESS THEREOF, the parties have hereto set their hands and seal the days respectively appearing under their signature.

Signed and Delivered on behalf on behalf of	Signed and Delivered on behalf on behalf of.
(Handling Agent)	(Company)
Witness 1:	Witness 1:
(Name & Address)	(Name & Address)
_____	_____
_____	_____
_____	_____
Witness 2:	Witness 2:
(Name & Address)	(Name & Address)
_____	_____
_____	_____

Annexure X

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On stamp paper of Rs.100/-)

Whereas National Fertilizers Limited (hereinafter referred to as the "NFL" which expression shall unless repugnant to the context or meaning thereof include their legal representatives, successors and permitted assigns of the one part) having their Regd. Office at Core-III, SCOPE Complex, Lodhi Road, New Delhi and Central Marketing Office at A- 11, Sector-24, NOIDA, Distt. Gautam Budh Nagar(U.P.) have entered into an agreement dated_____with _____(hereinafter referred to as "Handling agent" which expression shall unless repugnant to the context or meaning thereof include their legal representative, successors and permitted assigns of the other part) having their Reg. Office at_____.

AND whereas one of the conditions of the said agreement is that the Handling agent shall furnish to the NFL a Bank Guarantee from Nationalized / Scheduled Bank for Rs._____of the contract period of tendered quantity of Bulk Imported IMPORTED P&K FERTILIZERS to be handled as specified in Clause_____of the Letter of Intent against due and faithful performance by the Handling agent of his obligations to be fulfilled under the said agreement.

1. AND whereas the Handling agent has approached_____(name of the Bank with complete address), and at the request of M/s._____(name of handling agent) and in consideration of the said contract, we__(Name of the Bank) do hereby agree to give such guarantee as hereunder and undertake to pay NFL an amount not exceeding rupees _ against any loss or damage caused to or suffered or would be caused to or suffered by the NFL by reason of any breach by the Handling agent of any of the terms and conditions and the specific guarantees contained in the said agreement.

2. We_____(name of the Bank) hereby guarantee to NFL due observance and fulfillment by NFL of the terms and conditions of the said contract and of the performance and other guarantees which are a part of the said agreement and agree and undertake that if Handling agent fails to observe and fulfill the terms of the said agreement and/or above mentioned guarantees, then the Bank shall immediately pay to the NFL on demand such sum or sums of money to the extent of Rs._____(rupees_____only) on account of losses and damages as may be claimed by NFL by reason of such non observance and non-fulfillment by the Handlingagent as aforesaid and shall also indemnify NFL against all losses and damages which may be suffered by as aforesaid and against all costs, charges, expenses which may be incurred by NFL in connection herewith not exceeding Rs._____(rupees_ only).

3. We _____(Name of the Bank with complete address) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NFL stating that the amount claimed is due by way of loss or damage caused or would to be caused to or suffered by NFL by reason of breach by the said Handling agent of any of the terms or conditions and the specific guarantees contained in the said Agreement or by reason of the handling agent failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

4. We _____(name of the Bank) undertake to pay to NFL money so demanded notwithstanding any dispute or disputes raised by the said Handling agent in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Handling agent shall have no claim against us for making such payment.

5. This guarantee shall be in addition to and not in substitution of any other guarantee or security to be furnished to NFL by the Handling agent in respect of the said agreement.

6. We_____ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NFL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Chairman and Managing Director, of NFL certifies that the terms and conditions and the specific guarantees of the said Agreement have been fully and properly carried out by the NFL and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing or on before the _____ we shall be discharged from all liability under this guarantee thereafter.

7. We_____(name of the Bank) further agree with NFL that NFL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Handling agent from time to time or to postpone for any time or from time to time any of the powers exercisable by NFL against the Handling agent and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said or for any forbearance, act or omission on the part of NFL or any indulgence by the Handling agent to NFL or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or NFL or the Handling agent.

9. We_____(name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of NFL in writing.

10. Bank hereby declares that it has the power to issue guarantee and the undersigned have full power to do so.

Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs._____ Rupees _____only) and this guarantee shall expire on _____.

Unless a written demand or claim under this guarantee is filed against us within six months from the date of expiry of this guarantee, all the rights of the NFL under this guarantee shall forfeited and we shall be relieved and discharged from all the liabilities hereunder.

Dated the.....day of .....

_____

(Signature of a person duly authorized to sign on behalf of the Bank)

Annexure-XI

The Handling agent shall send reports on operations whenever a transaction occurs through email to authorized personnel of NFL. In addition to above, handling agent will also send operations report once in week in PDF format for necessary storage/filing of documents. In case of any differences, the stored/filed documents will be considered final.

a) The reports will be sent in format to be provided by the company:- (samples as below)

(i) Port Operation Report

S No	Product	Quantity (MT)	BL NO.	Date	ETA	Original Document Received	Consignment recd. Date	Free days given	Custom clearance	Discharge completion	Stock receipt atwarehouse

The above report will be for providing details of operations under process at Port.

(ii) Dispatch Report

Date	Party Name	Location	Product	Pack	Qty. of Indent (MT)	Date of Indent	Qty. Dispatch (MT)	Date of dispatch	STA number	Truck No.	e-waybill Number

(iii) Stock reconciliation Report and shortage

Date	Product	Packing	Qty. Stock (MT)	Receipt (MT)	Issues (MT)	Closing stock (MT)	Shortage (MT)

(iv) Packing Material Reconciliation

Date	Product	Packing	Op. Stock (Nos.)	Receipt (Nos.)	Issues (Nos.)	Cl stock. (Nos.)

(v) Monthly Operations Report

Date	Op. Stock (MT)	Receipt (MT)	Issues (MT)	Cl stock (MT)

In this report, opening stock, receipt, issues and closing stock will be arrived at by adding all products available in warehouse. This single report will consider transaction from 1st of the month to last date of month.

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NFL

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