



HINDUSTAN URVARAK & RASAYAN LIMITED

(A Joint Venture of NTPC, CIL, IOCL, CIL & HFCL)

[CIN U24100DL2016PLC358399]

Regd. Office/ Corporate Office: - Core-4, 9th Floor, SCOPE Minar,
Laxmi Nagar District Centre, New Delhi-110092(India),

Phone: +91-11-22502267, 22502268, E-mail: info@hurl.net.in

Website: www.hurl.net.in

Tender For Import of
DI-AMMONIUM PHOSPHATE (DAP) - Bulk (Fertilizer
Grade) at WCI

Tender No.: HURL/HQ/CS450

NOTICE INVITING TENDER (NIT)

SUBJECT: IMPORT OF Di-ammonium Phosphate (DAP) - BULK (FERTILISER GRADE)

HINDUSTAN URVARAK & RASAYAN LIMITED (HURL), intends to purchase Di-ammonium Phosphate (DAP) (Bulk) on CFR FO basis for earliest arrivals into India. Offers may be made on CFR FO basis in US Dollars per metric tonne at 1 or 2 safe berths, at any safe Indian ports / coasts as given at Clause 7 of Part-A. CFR FO offers should indicate.

Part-A:-Basic Information, Dates and annexures details

1.	Tender Closing Date & Time	Refer CPP Portal	
2.	Techno Commercial Bid Opening Date & Time	Refer CPP Portal	
3.	a) Tendered Quantity (+/-10%) and Shipment/Sailing from Load port	Quantity	Shipment/Sailing from load port
		50,000 MT at WCI	Within 25 days from date of issuance of LOI/PO. Tentative shipment latest by July/ August.
	b) Minimum Bid Quantity (+/-10%)	50,000 MT	
4.	Price Bid Opening Date & Time	To be intimated to technically qualified bidders through CPP Portal	
5.	Offer Validity	60 days from original date of opening of tender	
6.	Bid Bond Validity	Up to 90 days from original date of opening of tender	
7.	Coast, Discharge Port & Discharge Rate	West Coast of India: Kandla Port or any other safe port of WCI with discharge rate of 10000 MT PWWD SHEX EIU Beam/ LOA / Draft Restrictions: As applicable at respective discharge ports. This discharge rate shall be applicable basis 4 or more available/workable holds/hatches prorated, if less.	
8.	Product & Specifications		Di-Ammonium Phosphate (18:46:0) – Fertilizer Grade in loose bulk
	SPECIFICATIONS: Di-ammonium Phosphate (DAP) 18:46:00 As per Indian Fertilizer Control Order 1985, as amended from time to time:		
	Moisture per cent by weight, maximum		: 02.50
	Total nitrogen (Ammoniacal and urea) percent by weight, minimum		: 18.00
	Ammoniacal Nitrogen per cent by weight, minimum		: 15.50
	Available phosphorous (as P ₂ O ₅) per cent by weight, minimum		: 46.00
	Water soluble phosphorus (as P ₂ O ₅) per cent by weight, minimum		: 39.50
	Particle Size - Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve		
Colour of DAP: Black/ Brown			
9.	Address For Correspondence and For Collection and Submission of Documents	Sr. Manager (C&M)/ Manager (C&M) Hindustan Urvarak & Rasayan Limited, Corporate Office: Core-4, 9 th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092(India), Phone: +91-11-22502267, 22502268, E-mail: ashishsenapati@hurl.net.in , vivekchoudhary@hurl.net.in Website: www.hurl.net.in	

10.	Tender download	The Tender document can be downloaded from CPP Portal i.e., https://etenders.gov.in/eprocure/app . Corrigendum/Addendum, if any, shall be published only on this website.
11.	Tender Submission	Only through electronic mode for which Tenderers may log on to website https://etenders.gov.in/eprocure/app . For further details, refer to Annexure-VI & Clause 12.00 of Part-B. Incomplete tenders in any respect and/ or with deviation shall be liable to be rejected. Those tenderers, 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.
12.	Instruction for submission of tender	All tender documents shall be in English language. All other information shall also be supplied by the tenderer in English language. All prices must be quoted by tenderer in the BOQ only. Tenders should be duly signed on all pages by the tenderers 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.
13.	Technical Bid format	To be submitted in the electronic form on the e-Tendering Portal (https://eprocure.gov.in/eprocure/app .) as per Performa placed at Annexure-A Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.
14.	Price Bid format	The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app . Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered/ modified in any manner, bid will be rejected and EMD would be forfeited.
15.	CFR FO Shipment terms	General Shipment Terms in Respect of CFR FO Contracts placed at Annexure-I
16.	Bid Bond Performa	Bid Bond Performa placed at Annexure-II
17.	Performa PGB	Performance Guarantee Bond Performa Placed at Annexure-III
18.	Eligibility Criteria	As per Clause 3.00 of Part-B & Category-wise List of supporting documents required to be submitted by Non-Empaneled/ Empaneled Tenderers- Annexure-IV
19.	LC Performa	Placed at Annexure-V
20.	Special Instructions	Special Instructions to Tenderers – Annexure-VI
21.	Declaration for “No Deviation”	Declaration for “No Deviation” – Annexure-VII
22.	Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.	Format of Certificate 1 & 2 regarding restrictions on procurement from a bidder from a country or countries which shares a land border with India placed at Annexure-VIII
23.	Undertaking	Placed At Annexure-IX
24.	The prospective Tenderers having any common partners/Directors/Managing partners, etc., shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participating in the tender.	
25.	The contract shall be governed by the latest version of INCOTERMS 2020.	

Part-B:- Terms and Conditions

1.00	Hindustan Urvarak & Rasayan Limited		The term “HURL” shall mean HINDUSTAN URVARAK & RASAYAN LIMITED (CIN: U24100DL2016PLC358399) having its Registered Office/ Corporate Office at Core-4, 9 th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092, 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.
2.00	Definitions	<p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p>	<p>The term “CONTRACT” shall mean and include the Notice Inviting Tender (NIT), the Instructions to tenderer, the Tender, Letter of Intent accepting the tender in part or full, Special & General Terms & Conditions, directions and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations, if any, or any other authorized contract documents and those general and special conditions that may be added subsequently.</p> <p>The term “SUPPLIER” shall mean the person(s) firm, or company with whom a 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.</p> <p>The term “TENDERER” 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 HURL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.</p> <p>The term “PRODUCT” shall mean the product specified in Clause 8 of Part-A and the term “SPECIFICATION” shall mean the quality of the product as specified in Clause 8 of Part-A.</p> <p>Should HURL relinquish ownership of the business, whether by sale, cessation, fusion or any other cause, outstanding quantities remaining to be delivered under this contract, shall ipso facto be taken by or transferred to new owners or successors. Nevertheless, tenderer reserves the right in this event to cancel such quantities: the cancellation not giving rise to any right to indemnify.</p>
3.00	Eligibility Criteria & Documents required for qualification under the stipulated categories:		<p>Category I – Manufacturers of DAP</p> <p>i. Manufacturer should have minimum total DAP production capacity of 500,000 MT per year.</p> <p>ii. Details of manufacturing facility, plant-wise location & capacity; production capacity in MT per annum & total quantity available for exports for DAP.</p> <p>iii. Firm’s Profile, History, Organization Structure & Copy of certificate of incorporation.</p> <p>iv. World-wide list of customers (including those in India) to whom above products are supplied/ exported.</p> <p>v. Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance as per Annexure-VIII.</p> <p>vi. Confirmation of DAP specifications as per latest Indian FCO Standards.</p> <p>vii. That Manufacturer’s product DAP has not been declared nonstandard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO), in last 5 years from date of publication of this Tender.</p> <p>Category II – Reputed Traders of DAP who have supplied at least a single vessel of 25,000 MT (in loose bulk fertilizers of DAP) successfully made to India for at least during two years in last five years from the date of issuance of this notice.</p> <p>i. Documentary evidence i.e. copies of Bills of Lading or Commercial Invoices indicating applying firm’s name for supply of single vessel of minimum 25000MT of DAP (in loose bulk fertilizers of DAP) successfully made to India for at least during two years</p>

- in last five years from the date of issuance of this notice.
- ii. Firm's Profile, History & Organization Structure, Copy of certificate of incorporation.
 - iii. World-wide list of customers (including those in India) to whom the DAP is supplied/ exported.
 - iv. Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance as per Annexure-VIII.
 - v. Confirmation of DAP specifications as per latest Indian FCO Standards.
 - vi. Supporting Manufacturer's product DAP has not been declared non-standard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO), in last 5 years from date of publication of this Tender.

Category III – Others (those who are not falling under Category-I & Category-II)

- i. Documentary evidence i.e. copies of Bills of Lading or Commercial Invoices indicating applying firm's name for supply of fertilizers including raw material (loose bulk) of minimum 25000MT successfully made to India during any one year of the last five years from the issuance of this notice.
- ii. Valid credit rating as evaluated by any of the following three agencies – Standard & Poor's/ Moody's Investor Service/ Dun & Bradstreet (Date of rating should not be more than 6 months old). The credit rating has to be minimum satisfactory or equivalent.
- iii. Firm's Profile, History & Organization Structure, Copy of certificate of incorporation.
- iv. World-wide list of customers to whom the Fertilizers supplied/ exported (if any) and list of Indian customers to whom party have supplied fertilizers including raw material (loose bulk raw material).
- v. Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance as per Annexure-VIII.
- vi. Confirmation of DAP specifications as per latest Indian FCO Standards.
- vii. Supporting Manufacturer's product DAP has not been declared non-standard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO), in last 5 years from date of publication of this Tender.

Prequalified/ Empaneled Vendors for DAP:

Followings vendors are Pre-Qualified/ Empaneled for Supply of Di-ammonium Phosphate (DAP) to HURL under the designated categories.

Sl. No	Bidder Name	Category Qualified
1	SUN INTERNATIONAL FZE DUBAI	II
2	AGRIFIELDS DMCC	II
3	HEXAGON FERTILIZERS ASIA PTE. LTD. (Erstwhile ARIES FERTILIZERS GROUP)	II
4	ADITYA BIRLA GLOBAL TRADING (SINGAPORE) PTE. LTD. (Erstwhile SWISS SINGAPORE OVERSEAS ENTERPRISES PTE. LTD)	II
5	MIDGULF INTERNATIONAL LTD	II
6	AGRI COMMODITIES & FINANCE FZ- LLC	III
7	SAMSUNG C AND T CORPORATION	III
8	AMEROPA ASIA PTE LTD	II

All Tenderers (Non-Empaneled/ Empaneled) are required to furnish the documents required for qualification/ other documents mandatorily as per **Annexure-IV**.

NOTES:

1. Suppliers enlisted/ empaneled/ accredited with Indian fertilizer PSUs may furnish the enlistment /empanelment /accreditation certificate/documentary evidence issued by the concerned PSU for the same along with the documents to be furnished as per above PQC's.
2. Suppliers Banned/ Debarred/ Suspended/ Holiday-listed/ Blacklisted by any Indian fertilizer PSU or the Govt. of India shall not be eligible to participate.

4.00	Quantity		The tendered quantity is mentioned at Clause 3 of Part-A. However, HURL reserves the right to order part quantity at its sole discretion. The product will be shipped to designated discharge port at HURL's option. However, HURL reserves the right to change the discharge port prior to shipment at the same coast.
5.00	Price	<p>a. Price Basis: Offers may be made on CFR FO basis in US Dollars per Metric Tonne of DI AMMONIUM PHOSPHATE for payment against sight L/C. While submitting offers on CFR FO, firm freight from loading port to discharging port in India must also be quoted separately in the price bid format. HURL reserves the right to reject such offers which are made without mentioning of firm freight .</p> <p>b. Prices quoted should be inclusive of Indian Agents Commission, if any, to be indicated separately. It will be deducted out of Invoice value and will be paid by HURL, to the agents in India in Indian Rupees as per Clause 20.00 of Part-B. In case the Indian Agents are foreign controlled companies and commission is payable in US Dollars, certificate/permission from the Reserve Bank of India/Government of India, as the case may be, that they are entitled to do the agency business and receive commission from HURL should be enclosed with the Tender.</p> <p>c. Discounts: The discounts, if any, including Franchise discounts, etc., shall be offered in the BOQ only.</p> <p>d. HURL reserves the right without assigning any reason to accept or reject any tender in part or full or to buy any quantity in excess of the tender quantity.</p> <p>e. HURL also reserves the right to negotiate with L1 Tenderer. HURL is not bound to accept the lowest offer.</p> <p>f. Taxes & Duties: Taxes & Duties, if any, payable outside India shall be to supplier's account and in India to buyer's account. Indigenous suppliers should indicate all taxes and duties wherever applicable and shall also specify their GST number.</p> <p>g. If lowest bidder (L1) does not submit a Tender for entire quantity as specified in the tender, then Counter offer for the procurement of the balance quantity shall be given to the bidders in order of their hierarchy (based on L1 negotiated rate) i.e. in order of L-2, L-3, L-4 and so on.</p>	
6.00	Purchase Order (PO)		HURL shall issue a purchase order (PO) at least 25 days prior to each shipment for requirement of DAP, once price is finalized with the supplier.
7.00	Evaluation of offers		<p>Price bids of only the bidders who submit requisite documents as per clause 13.00 of Part-B and meeting Eligibility Criteria as per clause 3.00 of Part-B shall be opened.</p> <p>The applicable Insurance, Custom duty, GST, Stamp duty shall be added to Spot CFR FO price to arrive at the delivered cost at designated port, for evaluation. In case, supplier does not mention freight component then the value of taxable service in respect of ocean freight shall be deemed to be 10% of CIF value and applicable GST shall be loaded accordingly for evaluation purpose.</p> <p>Incomplete tenders in any respect and/ or with deviation shall be summarily rejected.</p> <p>The bids shall be evaluated on L-1 basis on the delivered cost at designated port after loading applicable Insurance, Custom duty, GST, Stamp duty on the Net Spot CFR FO price.</p>

8.00	Analysis, Sampling & Quality	<p>Samples for determining the quality of cargo at the port of discharge are drawn by the Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port in India. The quality so determined at discharge port shall be final and binding on the both the parties.</p> <p>In case the cargo is declared as non-standard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO) with latest amendments and/ or if the colour of any part of the cargo does not conform to the colours mentioned in the NIT, the cargo will be rejected.</p> <p>The supplier shall refund the landed cost of cargo found sub-standard (including colour) as well as all the consequential handling and the distribution cost or any loss thereof, immediately on HURL's first demand, with value date being the date of initial payment to the supplier, failing which penalty @18% shall be payable up to the date of actual remittance by the supplier.</p>															
9.00	Weighment	<p>The Weighment shall be determined by draft survey conducted through an independent surveyor/ inspection agency appointed by HURL at the port of discharge. The Invoice quantity shall be based on weighment. The material cost shall be based on B/L quantity or draft survey, whichever is less. Quantity declared as damaged cargo shall also be treated as quantity delivered short and shall be treated accordingly. The payment for shortage in quantity including damaged cargo, as revealed by the draft survey at discharge port vis-à-vis the bill of lading quantity, would be recovered including the custom duty, other duties, handling charges and other costs, if any, paid on such quantity. The claim, if any, on the basis of findings at discharge port will be lodged on seller within 120 days from date of completion of discharge of the cargo. The seller shall make good such claim made by buyer directly within 15 days of lodging of claim by buyer, else the buyer shall be entitled to recover such claim by all legal means including invocation of Performance Guarantee Bond.</p>															
10.00	Tenderers Categorization, Earnest Money Deposit (EMD) & Performance Guarantee Bond (PGB)																
	Category	<table><tr><th>Tenderers categorization</th><th>Earnest Money Deposit</th><th>Performance Guarantee Bond</th></tr><tr><td>I</td><td>Reputed producers / manufacturers of the product/ their 100% marketing arm or their 100% subsidiary.</td><td>Nil</td><td>1% of contract/Lol/PO value.</td></tr><tr><td>II</td><td>Any trader / supplier who has a proven track record of satisfactory supplies to India in at least two years during the past five years as defined in Clause 3.00 of Part-B.</td><td>USD 1.00 PMT or equivalent Indian Rupees</td><td>3% of contract/Lol/PO value.</td></tr><tr><td>III</td><td>All other suppliers not covered under Categories I & II above as defined in Clause 3.00 of Part-B.</td><td>USD 2.00 PMT or equivalent Indian Rupees</td><td>3% of contract/Lol/PO value.</td></tr></table>	Tenderers categorization	Earnest Money Deposit	Performance Guarantee Bond	I	Reputed producers / manufacturers of the product/ their 100% marketing arm or their 100% subsidiary.	Nil	1% of contract/Lol/PO value.	II	Any trader / supplier who has a proven track record of satisfactory supplies to India in at least two years during the past five years as defined in Clause 3.00 of Part-B.	USD 1.00 PMT or equivalent Indian Rupees	3% of contract/Lol/PO value.	III	All other suppliers not covered under Categories I & II above as defined in Clause 3.00 of Part-B.	USD 2.00 PMT or equivalent Indian Rupees	3% of contract/Lol/PO value.
Tenderers categorization	Earnest Money Deposit	Performance Guarantee Bond															
I	Reputed producers / manufacturers of the product/ their 100% marketing arm or their 100% subsidiary.	Nil	1% of contract/Lol/PO value.														
II	Any trader / supplier who has a proven track record of satisfactory supplies to India in at least two years during the past five years as defined in Clause 3.00 of Part-B.	USD 1.00 PMT or equivalent Indian Rupees	3% of contract/Lol/PO value.														
III	All other suppliers not covered under Categories I & II above as defined in Clause 3.00 of Part-B.	USD 2.00 PMT or equivalent Indian Rupees	3% of contract/Lol/PO value.														
	<p>Note:</p> <p>1) All those companies who are either 100% marketing arm of producer or 100% subsidiary or sole selling company of producer shall be treated under category II. The joint stock companies having exclusive marketing rights in production equivalent to their equity investment in manufacturing company/ plant/ unit shall be considered under Category-I.</p> <p>2) In the CPP Portal, EMD Amount mentioned is Rs 85,00,000 (which is calculated for full quantity of material i.e. 50,000 considering rate of USD 2 PMT with exchange rate of 1 USD = Rs 85) which is for system requirement and not for actual submission by bidders. However, the participating bidders are required to submit EMD as per above category wise guidelines.</p>																

10.01	<p>Earnest Money Deposit (EMD)/ Bid Security:-</p> <p>a) Tenderers should furnish along with their offer, Bid security in USD or in INR by means of a Bank Draft or through bid bond issued by a Indian nationalized bank or a schedule bank (except co-operative bank) in New Delhi, in original, for values as mentioned above strictly in the prescribed performa (Annexure II) in favour of HURL and kept valid as per Clause 6 of Part-A. No deviations in this format of bid bond are acceptable. Bids are liable to be rejected in case of conditional Bid bonds. Bid Security may also be accepted through Demand Draft, in USD or in INR, in lieu of Bid Bond. In case Bid Security is submitted in INR the conversion rate to be taken as USD 1 = INR 85.00</p> <p>b) Offers once made cannot be withdrawn by the party during its validity. If, for any reason whatsoever, any tenderer withdraws his tender at any time prior to the expiry of the validity period or after issue of Letter of Intent / Purchase Order or fails to execute the order or to furnish the prescribed Performance Guarantee within stipulated period for faithful performance of the contract, the amount of EMD/Bid Security shall be forfeited.</p> <p>c) Any amendment to bid bond, if any, so submitted should also mention tender no. and date and amended bid bond must be valid as per Clause 6 of Part-A. EMD will not carry any interest.</p> <p>d) EMD may also be submitted in US \$ by Swift message mentioning reference of Tender No for which the Bank Details are as follows:</p> <p>Account Name: Hindustan Urvarak & Rasayan Limited Account no: 00000038863886798 IFSC code: SBIN0004803 MICR code: 110002095 SWIFT code: SBININBB102 Bank: SBI Branch: Overseas Branch, New Delhi Address: JAWAHAR VYAPARA BHAWAN, TOLSTOY LANE, NEW DELHI-110 001</p> <p>The Swift message should be sent well in advance so that by the due opening date, the payment is received in HURL account.</p>
10.02	<p>Performance Guarantee Bond (PGB):</p> <p>a) In the event of offer being accepted, the tenderer shall furnish to HURL within 10 days of issuing Letter of Intent (LOI) / Purchase Order (PO), a Performance Guarantee in the prescribed Proforma attached as Annexure-III through Indian nationalized bank or a schedule bank (except cooperative Bank) in New Delhi. Conditional PG bonds are not acceptable.</p> <p>b) The Performance Guarantee Bond shall be as per category and at rates to which the Tenderer belongs as specified in Clause 10.00 of Part-B.</p> <p>c) The Performance Guarantee Bond shall be kept valid for minimum 6(Six) months from date of LOI/PO or To be kept valid till discharge port results in respect of quality are received and or, amount for quantity short landed including the equivalent amount of custom duty and other duties, if any deposited-on quantity short landed (recoverable), and amount of penalties and dispatch / demurrage / dead freight / detention charges etc. are settled, whichever is later, as performance would be deemed completed only after that. Supplier in such case has to extend the validity of P/G Bond immediately, as informed by HURL.</p> <p>d) The Bank Guarantee should be submitted by Bankers directly to HURL in a sealed cover through Registered Post AD and not through supplier</p> <p>e) TT transfer in USD may be accepted in lieu of Performance Guarantee Bond. All banking charges and exchange loss if any or any other charges arising while making remittance and any other taxes will be deducted before releasing the bid security and Performance Guarantee Bond to the respective Supplier. No interest will be paid on the bid security amount or Performance Guarantee Amount. Bid Bond/ PGB amount refundable, on successful bid/ completion of successful performances, shall be limited to net of all charges incurred by HURL.</p> <p>f) If, for any reason whatsoever, Supplier has committed breach of the term(s) and/or condition(s) contained in the Purchase Order and/or failed to comply with the terms and conditions as stipulated</p>

		<p>in the Purchase Order or amendment(s) thereto, the Performance Guarantee Bond shall be invoked.</p> <p>g) The Supplier shall approach their Bank for issuance of Bank Guarantee in favour of HURL.</p> <p>The supplier shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the HURL Banker, i.e. SBI Bank, Overseas Branch, Jawahar Vyapara Bhawan, Tolstoy Lane, New Delhi - 110 001 IFSC Code SBIN0004803, as per following details:</p> <ol style="list-style-type: none"> 1. IFN 760 COV for issuance of bank guarantee. 2. IFN 767 COV for amendment of bank guarantee. 3. Issuing bank shall mention IFSC code as SBIN0004803 in field 7035 of IFN760 COV/ IFN 767 COV. 4. Issuing bank shall mention HURL beneficiary code as " HURLHINDUSTAN03072024" in field 7037 of IFN 760 COV/ IFN 767 COV.
11.00	Documents Related to Manufacturer Certificate/ Support letter	<p>Supplier must submit the Manufacturer certificate/support letter along with Manufacturer's production capacity of the product to HURL within 10 days of issue of LOI/Purchase order (i.e. along with Performance Guarantee Bond). Supplier must also mention load port and load rate from where the vessel shall be loaded</p> <p>The Manufacturer certificate/support letter must certify that DAP supplied by them in India, has not been declared non-standard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO), in last 5 years from date of publication of this tender.</p>
12.00	Tender Submission and acceptance	<ol style="list-style-type: none"> i) HURL reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or reject any or all tenders without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by HURL from the tenderers. ii) If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the present/ future tenders up to a period of 2 years. iii) The tenderers shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation and submission of the tenders. iv) HURL reserves the right to split the tender in whole or in part at its sole discretion without assigning any reason and can place the Purchase Order (PO)(s)/Letter of Intent (LOI) on more than one supplier. v) HURL reserves the right to reject the tender on receipt and/or on evaluation, if the past performance of the tenderer has not been found satisfactory. vi) Those tenderers, 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. <p>HURL reserves the right to postpone the opening of tenders and will issue such corrigendum only on CPP Portal as detailed at Clause 10 of Part-A.</p>

13.00	<p>The various documents to be submitted category wise are as detailed below:</p> <p>a) Technical Bid Part</p> <table border="1"> <thead> <tr> <th>Document (Technical Bid)</th><th>Category-I</th><th>Category-II</th><th>Category-III</th></tr> </thead> <tbody> <tr> <td colspan="4">A To be submitted physically in sealed envelopes to be dropped in tender box placed at HURL'S ADDRESS as given at Clause 9 of Part-A before the closing time of receipt of tenders</td></tr> <tr> <td>Bid Bond in original</td><td>Not required</td><td>Mandatory</td><td>Mandatory</td></tr> <tr> <td>Bank Reference letter</td><td>Not Required</td><td>Not Required</td><td>Mandatory</td></tr> <tr> <td colspan="4">B To be uploaded on website</td></tr> <tr> <td>Duly filled Annexure-A</td><td>Mandatory</td><td>Mandatory</td><td>Mandatory</td></tr> <tr> <td>Valid Credit Rating*</td><td>Not Required</td><td>Not Required</td><td>Mandatory</td></tr> <tr> <td>Signed and stamped Declaration of No Deviation (Annexure-VII)</td><td>Mandatory</td><td>Mandatory</td><td>Mandatory</td></tr> <tr> <td>Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance. (Annexure-VIII)</td><td>Mandatory</td><td>Mandatory</td><td>Mandatory</td></tr> <tr> <td>Duly filled Annexure-IV along with all Category-wise supporting documents listed therein.</td><td>Mandatory</td><td>Mandatory</td><td>Mandatory</td></tr> <tr> <td colspan="4">C Signed and stamped Tender Documents (along with all annexures) to be uploaded without any deviation on the website (Mandatory for all Categories)</td></tr> <tr> <td colspan="4"> <p>*Credit rating report (not more than 6 months old) from any of the following International Credit Agencies are acceptable with minimum rating of satisfactory or equivalent -:</p> <ul style="list-style-type: none"> DUN & BRADSTREET MOODY'S INVESTOR SERVICE OR STANDARD AND POOR </td></tr> </tbody> </table> <p>b) Price Bid: Part</p> <p>Once, documents required under technical bid are uploaded, tenderer will click on window to quote the Price in the BOQ price format available on website https://etenders.gov.in/eprocure/app.</p>			Document (Technical Bid)	Category-I	Category-II	Category-III	A To be submitted physically in sealed envelopes to be dropped in tender box placed at HURL'S ADDRESS as given at Clause 9 of Part-A before the closing time of receipt of tenders				Bid Bond in original	Not required	Mandatory	Mandatory	Bank Reference letter	Not Required	Not Required	Mandatory	B To be uploaded on website				Duly filled Annexure-A	Mandatory	Mandatory	Mandatory	Valid Credit Rating*	Not Required	Not Required	Mandatory	Signed and stamped Declaration of No Deviation (Annexure-VII)	Mandatory	Mandatory	Mandatory	Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance. (Annexure-VIII)	Mandatory	Mandatory	Mandatory	Duly filled Annexure-IV along with all Category-wise supporting documents listed therein.	Mandatory	Mandatory	Mandatory	C Signed and stamped Tender Documents (along with all annexures) to be uploaded without any deviation on the website (Mandatory for all Categories)				<p>*Credit rating report (not more than 6 months old) from any of the following International Credit Agencies are acceptable with minimum rating of satisfactory or equivalent -:</p> <ul style="list-style-type: none"> DUN & BRADSTREET MOODY'S INVESTOR SERVICE OR STANDARD AND POOR 			
Document (Technical Bid)	Category-I	Category-II	Category-III																																																
A To be submitted physically in sealed envelopes to be dropped in tender box placed at HURL'S ADDRESS as given at Clause 9 of Part-A before the closing time of receipt of tenders																																																			
Bid Bond in original	Not required	Mandatory	Mandatory																																																
Bank Reference letter	Not Required	Not Required	Mandatory																																																
B To be uploaded on website																																																			
Duly filled Annexure-A	Mandatory	Mandatory	Mandatory																																																
Valid Credit Rating*	Not Required	Not Required	Mandatory																																																
Signed and stamped Declaration of No Deviation (Annexure-VII)	Mandatory	Mandatory	Mandatory																																																
Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance. (Annexure-VIII)	Mandatory	Mandatory	Mandatory																																																
Duly filled Annexure-IV along with all Category-wise supporting documents listed therein.	Mandatory	Mandatory	Mandatory																																																
C Signed and stamped Tender Documents (along with all annexures) to be uploaded without any deviation on the website (Mandatory for all Categories)																																																			
<p>*Credit rating report (not more than 6 months old) from any of the following International Credit Agencies are acceptable with minimum rating of satisfactory or equivalent -:</p> <ul style="list-style-type: none"> DUN & BRADSTREET MOODY'S INVESTOR SERVICE OR STANDARD AND POOR 																																																			
14.00	Vessel Sailing and shipment Date	<p>The date of sailing of vessel shall be the date on which the vessel, after completion of loading, sails from the loadport for discharge port. Timely vessel sailing is the essence of the contract and shall be treated as firm. Any delay in effecting contracted vessel sailing, will render the Supplier liable for breach of contract and shall be dealt as per Default Clause 23.00 of Part-B.</p> <p>In case of multiple Bills of Lading for the vessel, the date of Bill of Lading issued in the last for the vessel shall be treated as shipment date for the total cargo loaded in that vessel.</p>																																																	
15.00	Marine insurance	<p>Marine Insurance for CFR supplies shall be arranged by HURL through their underwriters whose detail shall be furnished while issuing the LOI/ Purchase Order/LC opening. The supplier shall intimate HURL's underwriters/ VP (Marketing), HURL immediately on shipping the product informing the name of the ship, quantity, value of material, port of loading etc. Premium paid, if any, for overage vessel will be to the account of supplier.</p>																																																	
16.00	Invoicing	<p>Supplier should raise invoice for material in CFR FO price and also mention the freight component of CFR FO price in invoice itself. The freight component should be authenticated by enclosing copy of Charter Party agreement/Fixture note that supplier has entered with the vessel owner. In case the freight component mentioned in invoice/charter party agreement/fixture note is higher than the freight mentioned in e-price bid then the additional GST liability towards differential freight shall be to Supplier's account. Supplier shall immediately pay the GST towards differential freight (higher) immediately on Buyer's first demand.</p>																																																	
17.00	Payment	<p>Without prejudice to Buyer's right to recover the damages, payment less agency commission, if any, shall be made through sight L/C. The L/C shall be opened on receipt of Performance Guarantee Bond for each shipment. HURL shall establish sight L/C (Irrevocable, non-transferable and non-assignable) after receipt of signed contract, Vessel Nomination and acceptable Performance Guarantee Bond in the prescribed Performa as provided in the standard contract. The L/C covering 100% value of the contracted quantity including plus tolerance will be established by HURL.</p> <p>The payment for agency commission for agents in India will be made in Indian Rupee only.</p> <p>For LC Performa and documents required for negotiations, kindly refer to Annexure-V. It is expected that L/C Performa which is annexed herewith would be read and understood by the Tenderers.</p>																																																	

18.00	Bill of Lading	The bill of Lading issued for the product will stipulate the name of the port in India. In case of deviation at HURL's request, it is understood that all taxes, conditions, acceptance of the B/L and affreightment contract are automatically extended to the second port without issuing a new B/L. The B/L will also incorporate clause Paramount, Jaison Clause, both to blame, collision clause and general average. In the Bill of Lading (B/L), shipper column must indicate the name of the supplier.
19.00	Shipping / Documentation	<p>Immediately after sailing of a vessel, the supplier shall advise HURL by email / courier service and also by fax, the name of the vessel, B/L details, date of sailing, quantity shipped and invoice value.</p> <p>Simultaneously, supplier shall dispatch directly to HURL, two non-negotiable sets of following documents through courier as detailed below:</p> <ul style="list-style-type: none"> i) Clean Bill of Lading showing HINDUSTAN URVARAK & RASAYAN LIMITED., Delhi-110092, India as consignee and marked "Freight Prepaid" or "Freight Payable" as per C/P. ii) Copy of commercial invoice. iii) Manufacturer Certificate that the vessel has been supplied with product manufactured by them. iv) Certificate of Origin. v) Joint Draft Survey Report & Certificate of Weight certified by Inspection Agency appointed by seller at Load Port. vi) Certificate of Quality & Inspection issued by Inspection Agency. Beneficiary's Certificate I (Refer Annexure-V) vii) Certificate from supplier to the effect that the material supplied under the contract is correct as to the quality, quantity, rate and total value viii) Copy of intimation to our underwriters for insuring the cargo as per Shipping Advice. ix) Stowage Plan. x) Certificate of Sampling
20.00	Indian Agent	<p>The Tenderer shall disclose the name & address of their agent / representative along with the following information:</p> <ul style="list-style-type: none"> (i) Indian Agent's registration numbers and their permanent income tax account number, amount and nature of commission / remuneration. (ii) A copy of terms & conditions of the appointment of the <u>Indian Agents including the commission being paid to them.</u> (iii) In case there is no agent in India, the tenderer shall certify that they have no agents in India and no remuneration is to be paid to any Indian Party. (iv) The Indian Agent's commission, if any, will be paid in India in Indian Rupee. The conversion will be made only at the prevailing FBIL/RBI Reference Rate at the time of making payment. Payment of agent's commission will be subject to deduction of tax as may be applicable. <p>In cases where there is no agent but the supplier has any Indian Branch or subsidiary or financially inter-linked concern the same shall be intimated to HURL. This will also include such Indian agent, who is paid general retainer fee and may not have any reference to this particular contract i.e. supplier shall intimate to HURL if they have got any agent / representative by whatsoever name he may be called in India and is receiving in India and / or outside India, any payment or facility in any form in return for any service rendered by him to the supplier.</p> <p>Should HURL suffer any loss / losses or penalization by the appropriate authority in India because of the failure or action of the supplier in not disclosing the names and other details in respect of their agents in India, HURL shall hold the supplier responsible for such penalties and shall be entitled to claim from them damages for breach of the above provision of the contract and also to resort to such other action which they may consider appropriate.</p>

21.00	Inspection Before Shipment	<p>a. The supplier shall ensure that the goods shipped conform to the agreed quality and specifications and shall not ship goods which do not conform to the agreed quality and specification.</p> <p>b. HURL reserves the right, at its option and cost, to have material inspected before shipment in regard to quality and specifications. The supplier/ shipper shall tender the material for inspection to the agency to be nominated by HURL and shipment shall be effected only after the material is inspected. The supplier / shipper will provide free of cost facilities to the inspection agency at the load port for taking samples.</p> <p>c. Irrespective of whether HURL appoints inspection agency or not, it will be obligatory on the part of the supplier to obtain Certificates of Inspection from internationally reputed Inspection Agency appointed by Supplier to the effect that material is in accordance with the specifications laid down in the contract. This shall accompany the shipping documents. The inspection fee shall be borne by supplier.</p> <p>d. For the purpose of determining quality, the Inspection Agency, may at their discretion draw samples of the material at the producing factory as specified in the contract but shall draw samples in all cases in the customary manner during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. Analysis report should specify the nutrients and other requirements of the contractual specifications as per Indian FCO. The report shall specify the methods of analysis used, type of sieve used for determination of particle size and also the contract number, the quantity loaded and name of the vessel. A clear inspection note will be released by the Inspection Agency only if they are satisfied that the cargo meets contractual specifications.</p>
22.00	Quality Claims	<p>HURL shall lodge claims, if any, for the non/ substandard quality within 30 days of receipt of quality report of the vessel from Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port in India and the documents in support of HURL's claim shall be sent by HURL to the supplier by airmail/ mail.</p>
23.00	Default	<p>In the event of failure to sail the vessel from Load Port within the time stipulated in the Clause 3 a) of Part-A it is agreed that HURL shall have the right to exercise <u>any or all of the following options as the case may be:</u></p> <p>a. To cancel the contract either entirely or to the extent of non-supplied portion thereof and purchase the material at the risk and cost of the supplier. <u>HURL shall be entitled to recover such additional cost and damages by all legal means including invocation of PG Bond.</u></p> <p>b. To purchase from other source without notice to the supplier at the risk and cost of the supplier, the material not delivered or material of similar description for which HURL shall have unfettered right to decide such option without cancelling the contract in respect of the consignment(s) not yet due for delivery. <u>HURL shall be entitled to recover such additional cost and damages by all legal means including invocation of PG Bond.</u></p> <p>c. To recover as liquidated damages for the delay in sailing of vessel from load port and for the period of such delay beyond the contractual sailing period until actual sailing, a sum equivalent to 1% per week or part thereof for each week or part of week's delay, subject to <u>maximum of 5%.</u> In case of single shipment contract, the damages shall be applicable on the contract value and in case of multiple shipment contract, the damages shall be applicable on the undelivered quantity.</p>

24.00	Important Points For Careful Consideration	<p>a) Offers received with original Bid bond/DD/Swift transfer in HURL A/c only to be considered. Intimation of advice regarding opening of bid bond will not suffice.</p> <p>b) For CFR FO purchase, if shipment is done in Panamax vessels, all expenses on account of pre-berthing delays, shall be to buyers account and time to count on NOR Tendered valid.</p> <p>c) Fixture of Floating shipments for supply of DI-AMMONIUM PHOSPHATE (DAP) shall not be accepted.</p> <p>d) Vessels appearing in Sanction List as per OFAC's updated SDN List of US Department of Treasury may not be accepted by HURL for shipment of ordered cargo. Suppliers to accordingly arrange suitable vessels to avoid problems in release of payment.</p> <p>e) The price bids shall be evaluated on coast-wise basis and L1 shall be determined accordingly after taking impact of GST where ever payable, including under reverse charge, by HURL on freight quoted by the Tenderer.</p> <p>f) The product should be supplied from a single source (plant). The colour & particle size of the product should be uniform, free flowing and a certificate in this regard from independent inspecting agency, confirming the same, must be sent to HURL. In exceptional circumstances (to be proved and documented by Supplier to HURL's satisfaction), the product supplied from more than one source, may be permitted only with prior approval of HURL and with the terms and conditions i.e. loading of material from each source in separate holds, separate documents for each source to be submitted under LC and other relevant terms for avoiding mixing of cargos.</p> <p>g) For evaluation of bids in USD the following exchange rate shall be considered: Indian Companies offering on High Sea Sales (HSS) basis- FBIL/ RBI reference rate. Foreign Tenderers: FBIL/ RBI reference rate</p> <p>h) For payment to Indian Companies offering on HSS basis, the exchange rate as agreed shall be applicable.</p> <p>i) Indian Companies offering on HSS basis shall nominate suitable vessel exclusively for HURL and shall comply with all the NIT/T&C conditions including clauses relating to inspection at load port.</p> <p>j) In a tender, either the Indian agent on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the same item/product in the tender.</p> <p>k) If an agent submit bid on behalf of the Principal, the same agent shall not submit another bid on behalf of another Principal in the same tender for the same item/product.</p> <p>l) Bidders have to give a declaration that the Bidding entity or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc.</p> <p>m) For the offers in CFR FO, Bidders has to ensure that the chartering party or the vessel owner or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc.</p> <p>n) Bidder may note that any of the shipments for which the loadport or the voyage are within Ukraine, Ukraine territorial waters, Sea of Azov, Russian Black Sea ports, Sea of Azov ports and Russian territories within 200 kms of the Ukrainian Border shall not be accepted.</p> <p>o) If the origin of cargo or the shipment is supplied from/thru/within Russia OR Baltic Sea region OR Black sea region etc., then in such cases the vessels/shipments shall be nominated well in advance and the vessel acceptances for such shipments shall be subject to the due-diligence and final clearance from the concerned institutions (Insurance company, Banks etc).</p>
25.00	Force Majeure	<p>a) If at any time during the continuance of this contract either party is unable to perform the whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restriction, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosion, epidemics, strikes, embargoes, then the date of delivery of the product shall be extended for the period force majeure condition was operative.</p> <p>b) Any waiver / extension of time in respect of the delivery of any installment or part of the goods occasioned due to the reasons in Para a) above shall not be deemed to be</p>

		<p>waiver/extension of time in respect of remaining deliveries.</p> <p>c) If operation of the force majeure circumstances exceeds three months, each party shall have the right to refuse further performance of the contract, in which case neither party shall have the right to claim eventual damages from each other.</p> <p>d) The party, which is unable to fulfill its obligation under the contract, must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the force majeure conditions which prevents it from performing the contract. Such occurrence should be accompanied with Certificate issued by the Chamber of Commerce in the Country of Origin of Supplier in this respect. The Supplier shall also promptly inform the ending of such event enclosing therewith Certificate from Chamber of Commerce. If HURL is prevented from performing the contract, HURL shall inform the supplier within 15 days of occurrence of such force majeure conditions accompanied by Certificate issued by Managing Director of HURL.</p> <p>e) Non-availability of material shall not be valid ground for non-performance.</p>
26.00	Disputes/ Arbitration	<p>a. FOR INDIAN PARTIES</p> <p>“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A “Notice of Dispute” shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:</p> <p>A written notice shall be given by the contractor invoking arbitration to HINDUSTAN URVARAK & RASAYAN LIMITED through Designated Authority.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 on date of award of contract.</p> <p>The seat and venue of arbitration shall be Delhi/Place of respective Unit/Place of Zonal Office.</p> <p>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.”</p> <p>b. For Foreign Parties</p> <p>“Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.</p>

		<p>The seat and venue of the arbitration shall be at New Delhi, India. The language of the arbitration shall be English. This Contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.”</p> <p>c. For CPSEs and Government Department</p> <p>All commercial disputes between CPSEs inter se and CPSE(s) and Govt. Department(s)/Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/Organizations shall be included as under: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.</p>
27.00	Applicable law/ Jurisdiction of Courts	The applicant here to agree that 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.
28.00	Fraud Prevention Policy	Tenderer should adhere to Fraud Prevention Policy of HURL (full text of which is available on HURL's website www.hurl.net.in) and not indulge or allow anybody else working in the company to indulge in fraudulent activities and would immediately apprise HURL of the fraud/ suspected fraud as soon as it comes to their notice. In case of failure to do so HURL may debar them for future transaction.
29.00	Restrictions on procurement from a bidder from a country or countries which shares a land border with India.	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annexure-I of Order No. 6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India. If registered with Competent Authority as above a copy of registration certificate shall be furnished along with the bid failing which the bid shall be rejected.</p> <p>II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. “Bidder from a country which shares a land border with India” for the purpose of this Order means:-</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity or A natural person who is a citizen of such a country; or A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>IV. The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> In case of a company or Limited Liability Partnership the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation---</p> <ol style="list-style-type: none"> “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

		<p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>VI. Notwithstanding anything contained herein above, these provisions shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.</p> <p>Certificate to be submitted by tenderers:</p> <p>1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached".</p> <p>2. The bidders shall submit a certificate, along with their bid, to the effect that they fully comply with the Order F.No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India. If such a certificate given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and further legal action in accordance with law.</p>
30.00	MSME Declaration	<p>The offers submitted by MSE, shall be considered in Accordance With Public Procurement Policy for MSEs of March 2012 as amended from time to time. The parties claiming benefits Under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST & or women Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, HURL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.</p>

Annexure-A

PART – 1: TECHNICAL BID
(Available on <https://etenders.gov.in/eprocure/app>)

(Tender Doc. No. HURL/HQ/CS450)

Sr.	Requirement as per NIT	Details filed by tenderer		
	Product	DAP (18:46:0)		
1	Name and Registered Office address of Tenderer			
	Contact Person's Name, Designation, Mobile No. Telephone No, Fax No., Email			
2	Name, address, email, telephone/mobile and fax no of representative for the purpose of communication and who are authorized to submit the documents on behalf of the principal, producer/supplier			
3	Details of Firm's CEO & Directors			
4	Name and address of Indian Agent, if any.			
5	Name & Address of sister concerns/associates, if any.			
6	Whether the Tenderer is producer or supplier			
7	Bid submitted under Category I/II/III			
8	Country of origin of Product			
9	Parcel Size in MT			
10	Details of EMD deposited by DD/ Pay order/ Bid Bond Swift	DD/Bid bond No & Date	Name of Bank	Amount in USD/INR
11	Duly filled Annexure-IV along with supporting documents as listed therein	YES / NO		
12	Acceptance of all terms and conditions of tenders documents along with all annexures thereof.	YES / NO		
13	Quantity Offered in MT against this tender for Shipment of	Required	50000 MT (+/-) 10% at WCI *(latest by July/ August)	
		Offered Firm Quantity		

* Shipment / Sailing from load port within 25 days from date of issuance of LOI/PO.

Undertaking/declaration

- I/We hereby confirm that we have read all the terms and conditions of this tender for Import of Di-ammonium Phosphate (DAP), 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 consisting of pages **1 to 33** along with annexures and addendum, if any, are accepted to me/us without any deviation and I/We shall abide by the same fully.
- That the Tenderers, their associates, Sister concerns, etc. have not been blacklisted by any Institutional Agency/Govt. Deptt./ Public Sector Undertaking in the last five years.
- That none of our Sister-Concern/ Group/ Associates Company is participating in this tender.
- Requisite bid bond have been submitted as per Clause 10.00 of Part-B for quoted quantity.

(Name & Signature with seal)

(Proprietor /Partner/Director/Authorized Signatory)

Place:

Date:

Note: In case of concealment of any fact, if detected later on, such tenderers will be debarred from all future dealing with HURL.

ANNEXURE-I**GENERAL SHIPMENT TERMS IN RESPECT OF CFR CONTRACTS**

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

1. Supplier shall arrange for chartering of suitable vessel fitted/ loaded with hold suitable for facilitating discharge. In case of geared vessels, the seller shall guarantee that the vessel is fitted with, grabs, ropes, and winches in good working condition capable of handling the rated capacity of minimum 25 MT SWL. Master to give free use of the gears, grabs, ropes, and winches, if required. Master also to give free use of vessel's lighting/ power as on board, if required. Vessel should be single Decker and should have Macgregor or rolling type steel hatch cover. Vessel should be suitable for grab discharge.
2. Vessels shall be chartered on the basis of one / two safe berth, one safe port on West Coast / East Coast of India as required.
3. Extra Port & Port Charges: In case HURL could not receive the vessel at the nominated port, a second port, on the same coast, will be nominated. Extra freight for the additional steaming will be to HURL's account. However, if the nomination of the changed port is done 72 hours in advance, extra freight to the extent of additional distance only shall be paid.
4. HURL shall declare the discharge port at the time of accepting the vessel offered by Supplier.
5. Co-shipment may be considered only with the prior approval of HURL subject to that none of PO/ Lol/ NIT/ GTC terms are breached.
6. **GIC Approval & Extra Insurance Premium:**
 - 6.1. Only GIC approved vessel should be chartered. Supplier shall furnish following information to HURL immediately on nomination of each vessel for obtaining GIC approval in time:
 - i) Name of the Vessel, Ex-name, if any.
 - ii) Details of ship:
 - a. Flag.
 - b. Classification as per IACS.
 - c. Month & Year of built.
 - d. G.R.T. / N.R.T.
 - e. DWT
 - f. Voyage Number.
 - g. Laycan
 - h. LOA, LLP, Beam
 - i. No. of Holds, Hatches & Type
 - j. No. of gears with capacity
 - k. No. of Grabs
 - l. Demurrage / Dispatch Rate
 - m. Whether ISM regulations have been complied with & validity period.
 - n. Name of Hull underwriters. If vessel is not insured, reasons thereof.
 - iii)
 - a. Name of the P&I Club of the vessel operator named above.
 - b. Name & full address of the voyage charterers, if any.
 - iv)
 - a. Name & address with telephone & fax numbers of the agents at loading port.
 - b. Name & address with telephone & fax numbers of the agents at discharging port.
 - v) All Valid Ship certificates namely Ship Registry, International Tonnage Certificate, Load Line certificate, International Ship security certificate, Class certificate, Document of compliance certificate, P&I Club Certificate etc.
 - 6.2. The vessels up to 15 years of age are only acceptable to HURL. Vessel should have valid insurance cover from P&I (Protection & Indemnity) club duly approved by the Government of India under "Entry of Vessels into Port rules, 2005 under Indian Port Act, 1908"
 - 6.3. Sellers shall ensure that liberties, victories and other war-built vessels are avoided for the loading of the cargo. Vessels so hired should not be of more than 15 years age. In case of necessity of chartering vessels older than 15 years, the seller shall take the prior approval of the buyer and overage insurance premium would be on seller's account. It may be noted that vessels older than 25 years shall not be accepted for shipment. Also, vessels more than 20 years age are not allowed entry in Indian ports by Kandla, Vishakhapatnam, Paradip, Mundra, Tuna, Kakinada Deep Waters, Dhamra and Gangavaram unless it has been cleared by the said ports or any other port of India/ State control Authorities within the preceding six months. In case the ship chartered by supplier is 20 years or more of age, the shipping agent of the suppliers shall obtain necessary clearance from the authorities and the time taken to obtain such clearance shall be to ship owner's/ supplier's account and the same shall be excluded while calculating the lay time.

7. Sellers would be liable to furnish all relevant vessel particulars to enable the buyer to obtain approval of Insurance Company (General) before the vessel is finally accepted. Any extra premium charged by the insurance company towards approval of vessel of age more than 15 years would be to seller's account.
8. Supplier shall ensure that the owner of the vessel obtains certification by approved surveyor that the ship's hatches, prior to loading of each shipment of the product, are free from any impurity whatsoever, including contaminations if any, which remain in the ship's cargo as residue from earlier shipments. Supplier shall also ensure that cargo owner's (receiver) right of recovery against the ship owners would not be lost or waived in any manner in the charter party. If the recovery rights are not included in the Charter Party by the supplier, against the ship owner for any reason, the receivers shall have the right to recover losses / damages to material during voyage/discharge from the supplier.
9. **Prior Notice of Expected Time of Arrival (ETA):**

At least 7 days prior to the date of commencement of loading of the ship, supplier shall notify HURL, by fax and email, the quantity of product to be shipped, the value of the product and any other relevant details that may be required by HURL.

As soon as the vessel sails from the supplier's / shipper's jetty, supplier shall notify HURL by fax /email the name of the vessel, date and time of sail and estimated date and the ETA at designated discharge port together with other details as may be required by HURL.

Master shall send a sailing email and fax to HURL on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded, estimated draft, fore and aft on arrival at disport and ETA at disport and another email & fax advising the latest estimated date of arrival while passing from Aden / Cape of Good Hope / Suez Canal, as the case may be.

Further, supplier shall either give or arrange with the Master of the vessel to give 96 hours, 72 hours, 48 hours and 24 hours' notice to HURL or their nominee indicating the ETA of the vessel at the port of unloading. Thereafter, for any change in the ETA of the vessel by more than a period of 24 hours, the supplier shall either advise or arrange with the Master of the vessel so that HURL is advised about the revised ETA of the vessel.
10. **Discharge Rate and excepted period:**

The cargo shall be discharged from the vessel at an average rate as stipulated in Clause 7 of Part-A basis **four** or more available and workable hatches / holds and pro rata if less, per weather working day of 24 consecutive hours, Sundays and Holidays excepted, even if used (PWWDSEXEU).
11. **Notice of Readiness & Commencement of Lay-time:**

The Master shall give notice of readiness to HURL or nominated agents during official working hours. The time at discharging port shall begin to count from 24 running hours after the vessel's arrival within the port limits and Notice of readiness tendered and accepted during official working hours i.e. 10.00 Hrs. to 17.00 Hrs from Monday to Friday and 10.00 to 12.00 Hrs on Saturdays (or during any of the periods exempted (for discharge port) even if used reported) and should be in free pratique, whether in berth or not. Charterers have the right to work during excepted periods, such time used not to count as lay time.

Time shall not be counted between 12.00 noon on Saturday and 8.00 a.m. on Monday and not between 5.00 p.m. (Noon if Saturday) on the last working day preceding a local and legal holiday and 8.00 a.m. on the first working day thereafter even if used, unless the vessel is already on demurrage. Receivers have the right to work during excepted period such time used not to count as lay time.
12. The non-weather / half weather working days as per statement of facts (SOF) not to count as lay time used, even if used, whether the vessel is on berth or in stream, whether discharging or not. However, once the vessel is on demurrage such days will also count as lay time, subject to force majeure conditions
13. Surf days not to count as weather working days **even if used**.
14. No cargo is to be loaded in twin decks, deep tanks, wing tanks or bunker spaces. The master is, however, to have the liberty of loading in such spaces for the purpose of stability of the vessel but any extra expenses incurred by reasons of discharging from such spaces not easily accessible is to be to the ship owner's / supplier's account and the lay-time admissible will be calculated at half the specified normal rate for discharging.
15. Cost of shifting to second berth (if used) including fuel shall be to the vessel owner's / supplier's account and time used in shifting not to count as lay-time.
16. Cost of first opening and last closing of hatches shall be to ship owner's / supplier's account and time used not to count as lay-time.
17. Supplier / Ship owners to undertake that vessel's arrival draft at the discharging port in India not to exceed the norms as per Clause 7 of Part-A of designated discharge port. Any lighterage cost over agreed draft on arrival shall be on ship owner's supplier's risk and cost and time used not to count as lay-time.

18. Rigging gangs employed at discharging port to be for owner's / supplier's account.
19. The vessel shall give free use of all available gears for discharging also lights for night work on board. If all gears are not available discharge rate to be reduced proportionately.
20. **Demurrage / Dispatch:**
Demurrage / Dispatch rate shall be as per Charter Party. HURL shall be intimated the rate of Demurrage / Dispatch prior to fixing of the vessel. Supplier shall provide the copy of their Charter Party Agreement with the vessel/Shipping agency well before the arrival of vessel at load port.
Supplier shall pay to HURL dispatch money and HURL to pay to supplier demurrage money at the rate and in the currency as mentioned in the Charter Party Agreement per day and pro-rata for part of a day for all working time saved in discharging.
However, if demurrage is incurred at the port of discharge by reasons of port problems, fire, explosion, storm or by strike, lock-out, stoppage or restraint of labour of master, officers and crew of the vessel or tug boats or pilots or any other force majeure circumstances, no demurrage will be payable.
21. It will be agreed that HURL or its nominee shall have to sign the Statement of Facts and other customary documents together with the Master of the vessel and ship owner's agent at disport.
22. Overtime to the account of party ordering the same. Officers' / Crews' overtime to be always for supplier's / ship owner's account.
23. Supplier's / charterer's shall appoint agent at discharge port and the fees shall be payable by the ship owners at usual tariff.
24. After arrival of the vessel at the customary anchorage at the port of unloading, the master / his agent shall give HURL or their agent notice by letter, telephone, emails, to HURL / their nominees confirming that the vessel is in all respects ready to discharge the product.
25. When delay is caused to vessel getting into berth giving notice of readiness for any reason over which HURL has no control, such delay shall not count as used lay time.
26. **Port Dues:**
At discharging port, dues on vessel will be for the supplier's/ owner's account but all dues on account of Cargo will be to HURL's account
27. **Completion of Discharge:**
The vessel shall have the liberty to sail immediately on completion of discharge and final joint draft survey unless obstructed by weather, fog or port conditions, for which HURL shall not be responsible by any manner.
28. The terms as per the Purchase Order (PO) would override terms of individual Charter Party unless the deviations are specifically accepted by the buyer. If a berth is available for the vessel upon its arrival at the port, then, in case the vessel is not ready to proceed to berth when allotted or commence discharge after berthing, the vessel will be considered as "Not Ready" and NOR will be deemed to be accepted when the vessel is ready in all respects to commence discharge.



ANNEXURE-II

BID BOND PERFORMA

(To be executed by an Indian Scheduled Bank except Cooperative Bank through its Branch Office in New Delhi (India) on stamp paper of appropriate value)

M/s HINDUSTAN URVARAK & RASAYAN LIMITED (HURL),
Regd. Office/ Corporate Office: Core-4, 9th Floor, SCOPE Minar
Laxmi Nagar District Centre, New Delhi-110092, India

Dear Sirs,

1. WHEREAS M/s. _____ (offeror) has offered to supply a quantity of _____ MTs of DI-AMMONIUM PHOSPHATE (DAP) to HURL vide HURL's Tender NO. _____ and the offeror is required to submit a Bid-Bond in US Dollars at the rate of USD _____ PMT for the quantity offered along with the offer as a guarantee for fulfilment of all the terms and conditions of subsequent sale, we (Bank with full address) hereby guarantee and undertake to pay immediately on first demand by HURL, the amount of US\$ _____ in case the offeror fails to perform any or all the obligations, undertaken by him as per HURL's acceptance without any reservation, protest, demur and recourse to said offeror. Any such demand in writing made by HURL shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror. This Guarantee shall be irrevocable and shall remain valid till _____ in New Delhi.

2. Notwithstanding anything mentioned herein before, our liability under the Guarantee is restricted to USD _____ (US Dollars _____ only) and it will remain in full force up to _____ unless a claim under the Guarantee is filed against us on or before _____ all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities therein.

We, _____ Bank further agree that the Guarantee herein contain shall not be affected by change in the terms of purchase originally offered by the offeror.

3. This bond shall be governed by Indian Laws and will be subject to the jurisdiction of courts at New Delhi in India alone.

Dated:
Place:

For Bank

Note: Bid Bonds to be furnished in US Dollars only. Bid Bond in Indian Rupees will not be accepted.

ANNEXURE-III**PERFORMANCE GUARANTEE BOND PERFORMA**

(To be issued by an Indian Scheduled bank except Cooperative Bank through its Branch Office in New Delhi (India) on stamp paper of appropriate value)

M/s. HINDUSTAN URVARAK & RASAYAN LIMITED,
Regd. Office/ Corporate Office: - Core-4, 9th Floor, SCOPE Minar,
Laxmi Nagar District Centre, New Delhi-110092(India),

1. Against Contract No. _____ dated _____ (hereinafter called the said "Contract") entered into between the HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) (hereinafter called the Buyer) and M/s. _____ (hereinafter called the Supplier), this is to certify that at the request of the Supplier, we _____ Bank are holding in trust in favour of the Buyer, the amount of USD _____ to pay to the Buyer on demand immediately without protest or demur or reference to the Supplier if the Supplier fails to perform all or any of their obligations under the said Contract. The decision of the Buyer duly communicated in writing to the Bank that the Supplier has failed to perform all or any of the obligations under the contract shall not be questioned and shall be final and conclusive (irrespective of the stand that may be taken by or on behalf of the Supplier). The said amount of USD _____ will accordingly forthwith be paid without any condition or proof whatsoever.
2. This Guarantee shall remain in force for a period of six months i.e. upto _____ (date) and that we _____ Bank undertake not to revoke this Guarantee during its currency without the consent in writing of the Buyer.
3. We, _____ Bank, further agree that the Buyer shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Supplier and/or forebear to enforce any of the terms and conditions relating to the said Contract and we, _____ Bank, shall not be released from our liabilities under this Guarantee by reason of any such variation or extension being granted to the said Supplier or for any forbearance and/or omission on the part of the Buyer, or any indulgence by the Buyer to the said Supplier or by any other matter or thing whatsoever which under the Law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this Performance Guarantee.
4. We, _____ Bank, further agree that the Guarantee herein contained shall not be affected by change in the constitution of the said Supplier/ Buyer/Bank.
5. We, _____ Bank, further agree to extend the validity of the Guarantee for the period(s) as asked for by the supplier.
6. The Guarantee will be governed by Indian laws and will be subject to jurisdiction of Competent Courts at New Delhi in India alone.
7. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

Signed and delivered this _____ day of _____

FOR _____ BANK

ACCEPTED

Note: Conditional PG Bond will not be accepted. PG Bonds to be furnished in US Dollars only.
PG Bond in Indian Rupees will not be accepted.

[The Bank Guarantee should be submitted by Bankers directly to HURL in a sealed cover through Registered Post AD and not through supplier. The Vendor/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the HURL Banker, i.e. SBI Bank, Overseas Branch, Jawahar Vyapara Bhawan, Tolstoy Lane, New Delhi - 110 001 IFSC Code SBIN0004803, as per following details:

1. IFN 760 COV for issuance of bank guarantee.
2. IFN 767 COV for amendment of bank guarantee.
3. Issuing bank shall mention IFSC code as SBIN0004803 in field 7035 of IFN760 COV/ IFN 767 COV.

Issuing bank shall mention HURL beneficiary code as "HURLHINDUSTAN03072024" in field 7037 of IFN 760 COV/ IFN 767 COV.]

ANNEXURE-IV
CATEGORY-WISE SUPPORTING DOCUMENTS TO BE SUBMITTED BY THE TENDERER

S. No.	Documents to be submitted by tenderer under Category - I as defined under Clause 10.00 of Part-B	For Non-empaneled Tenderers.	For Empaneled Tenderers.
		Submitted (Yes/No)	Submitted (Yes/No)
1	Manufacturer should have minimum total DAP production capacity of 500,000 MT per year.		NA
2	Details of manufacturing facility, plant-wise location & capacity; production capacity in MT per annum & total quantity available for exports for DAP.		NA
3	Firm's Profile, History, Organization Structure & Copy of certificate of incorporation.		NA
4	World-wide list of customers (including those in India) to whom above products are supplied/ exported.		NA
5	Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance as per Annexure-VIII.		
6	Confirmation of DAP Specifications as per Latest Indian FCO Standards.		
7	Manufacturers to submit a self-certification by CEO or Director or Marketing head that DAP supplied by them in India, has not been declared non-standard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO), in last 5 years from date of publication of this tender.		
8	Submission of acceptance of Analysis, Sampling & Quality as per Clause no. 8 of Part-B & Weighment as per Clause no. 9 of Part-B		
9	Undertaking as per Annexure-IX.		
10	Particulars of Indian agent, if any and their Constitution		
11	Country of origin of material & parcel size		
12	Signed and stamped Tender Documents (along with all annexures) to be submitted without any deviation and uploaded on website		
13	Declaration that the Bidding entity or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc.		

S. No.	Documents to be submitted by tenderer under Category-II as defined under Clause 10.00 of Part-B	For Non-empaneled Tenderers	For Empaneled Tenderers
		Submitted (Yes/No)	Submitted (Yes/No)
1	Documentary evidence i.e. copies of Bills of Lading or Commercial Invoices indicating applying firm's name for supply of single vessel of minimum 25000MT of DAP (in loose bulk fertilizers of DAP) successfully made to India for at least during two years in last five years from the date of issuance of this notice.		NA
2	Firm's Profile, History & Organization Structure, Copy of certificate of incorporation. World-wide list of customers (including those in India) to whom the DAP is supplied/ exported.		NA
3	Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance as per Annexure-VIII.		
4	Confirmation of DAP Specifications as per Latest Indian FCO Standards		

5	Trader to submit the list of supporting manufacturers & a self-declaration that supporting manufacturer's product DAP supplied by them in India, has not been declared non- standard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO), in last 5 years from date of publication of this tender.		
6	Submission of acceptance of Analysis, Sampling & Quality as per Clause no. 8 of Part-B & Weighment as per Clause no. 9 of Part-B		
7	Undertaking as per Annexure-IX.		
8	Particulars of Indian agent, if any and their Constitution		
9	Country of origin of material & parcel size		
10	Signed and stamped Tender Documents (along with all annexures) to be submitted without any deviation and to be uploaded on website		
11	Declaration that the Bidding entity or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc.		

S. No.	Documents to be submitted by tenderer under Category-III as defined under Clause 10.00 of Part-B	For Non-empaneled Tenderers	For Empaneled Tenderers
		Submitted (Yes/No)	Submitted (Yes/No)
1	Documentary evidence i.e. copies of Bills of Lading or Commercial Invoices indicating applying firm's name for supply of fertilizers including raw material (loose bulk) of minimum 25000MT successfully made to India during any one year of the last five years from the issuance of this notice.		NA
2	Valid credit rating as evaluated by any of the following three agencies – Standard & Poor's/ Moody's Investor Service/ Dun & Bradstreet (Date of rating should not be more than 6 months old). The credit rating has to be minimum satisfactory or equivalent.		NA
3	Firm's Profile, History & Organization Structure, Copy of certificate of incorporation. World-wide list of customers to whom the Fertilizers supplied/ exported (if any) and list of Indian customers to whom party have supplied fertilizers including raw material (loose bulk raw material).		NA
4	Certificate 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance as per Annexure-VIII.		
5	Confirmation of DAP specifications as per latest Indian FCO Standards.		
6	Trader to submit the list of supporting manufacturers & a self-declaration that supporting manufacturer's product DAP supplied by them in India, has not been declared non- standard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO), in last 5 years from date of publication of this tender.		
7	Bank Reference Letter		
8	Submission of acceptance of Analysis, Sampling & Quality as per Clause no. 8 of Part-B & Weighment as per Clause no. 9 of Part-B		
9	Undertaking as per Annexure-IX.		
10	Particulars of Indian agent, if any and their Constitution		
11	Country of origin of material & parcel size		
12	Signed and stamped Tender Documents (along with all annexures) to be submitted without any deviation and uploaded on website		
13	Declaration that the Bidding entity or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc.		

(NA- Not Applicable)

Yours faithfully,

(Name & Signature with seal)

(Proprietor /Partner/Director/Authorized Signatory)

ANNEXURE-V
L/C PERFORMA

FROM: Name of Bank
 TO: _____
 TEST DATED _____ FOR USD _____
 We hereby establish our irrevocable letter of credit Number _____/HURL/_____/ dated _____ IN FAVOUR OF M/s _____ BY ORDER OF M/S HINDUSTAN URVARAK & RASAYAN LIMITED, Regd. Office/ Corporate Office: - Core-4, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092 (India),

VALUE: USD _____ (Say USD _____ only)
EXPIRY: LC EXPIRES IN _____ (COUNTRY) ON _____ (DATE).

PRICE : USD _____ PMT, CFR FO LESS AGENCY COMMISSION @ _____ PMT (IFAPPLICABLE).

COMMODITY: DI-AMMONIUM PHOSPHATE (BULK) FERTILIZER GRADE

PART SHIPMENT: NOT ALLOWED

TRANSHIPMENT: NOT ALLOWED

PORT OF LOADING _____

LATEST DATE FOR SHIPMENT _____

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

Documents Required

- i) Three original plus three copies of beneficiary signed **COMMERCIAL INVOICE** with complete product specifications (as per latest Indian FCO) for 100 percent shipment value. The commercial invoice must also specify contract/ PO/ Lol No. with date, Country of origin of goods, port of loading, BL number, vessel's sailing date and freight from load port to discharge port.
- ii) One Negotiable Clean **BILL OF LADING** plus three non-negotiable copies. Charter Party (C/P) Bill of Lading (B/L) acceptable provided it bears an endorsement that all terms and conditions of relevant C/P are deemed to have been incorporated therein.
- iii) One original plus two copies of **CERTIFICATE OF QUALITY AND INSPECTION** issued by independent international inspection agency who is a member of International Federation of Inspection Agency (IFIA), appointed by seller, mentioning result of analysis, method of analysis adopted and weight of cargo. The certificate must certify about inspection and cleanliness of holds. The certificate must certify that goods conform to the contractual quality specifications. The inspection agency shall also submit one original and two copies of confirmation that the product loaded is from single source (plant) and is uniform in prill size and colour, free flowing and as per NIT/contract/PO/LOI.
- iv) One original plus two copies of **CERTIFICATE OF WEIGHT** issued by Seller's Inspection Agency showing weight of cargo shipped.
- v) One original and two copies of Load Port **DRAFT SURVEY REPORT**, jointly signed by shippers' agent, vessel's master/ agent and Seller's inspecting agency.
- vi) One original plus two copies of **MANUFACTURER'S CERTIFICATE** confirming that the vessel has been loaded with the product manufactured by them.
- vii) One original plus two copies of **CERTIFICATE OF ORIGIN** issued by either by the Local Chamber of Commerce or by Ministry of Trade/Industry/Commerce of the country of Origin of goods or any competent Govt. Authority of the Country. Certificate of Origin issued by Manufacturer/ Supplier/Shipper/ Inspection Agency /Chamber of Commerce of third Country or anyone else are not acceptable. For Chinese origin cargo, Certificate of Origin issued by 'China Council for Promotion of International Trade' is acceptable.
- viii) One copy of **SHIPPING ADVICE** sent via email/ fax, by supplier to buyer i.e., VP (Marketing), HINDUSTAN URVARAK & RASAYAN LIMITED and buyer's underwriters (as provided by HURL) within 24 hrs of sailing of vessel giving consignment details i.e., name of vessel, load port, country of origin, BL number, date of sailing, quantity shipped, contract/ PO/ Lol No. with date, LC No. with date and ETA at the designated discharge port.
- ix) One original plus two copies of **SUPPLIER CERTIFICATE I** from the supplier that the material supplied under the contract is correct as to quantity, quality, rate, total value and that the payment is due in accordance with the terms of contract at the time of presentation.

- x) One original and two copies of **SUPPLIER CERTIFICATE II** to the effect that two non-negotiable sets have been couriered and faxed/ e-mailed immediately on sailing of vessel directly to HURL or to the addressee specified by HURL.
- xi) One original and two copies of **VESSEL MASTER'S CERTIFICATE** for having received one copy of Bill of Lading (B/L) and sample in sealed jar from supplier's inspection agency.
- xii) One original plus two copies of **STOWAGE PLAN** signed by master of the vessel and bearing his/ vessel's seal/ stamp. In case the stowage plan is issued/ signed by vessel's load port agent; the original letter of authority issued by master of the vessel authorizing vessel's load port agent, for issuance/ signing of stowage plan is to be annexed with the stowage plan.
- xiii) One original plus two copies of **CERTIFICATE OF SAMPLING** certifying that composite samples were drawn during loading as per procedure stipulated in Indian FCO 1985 along with latest amendments.

ADDITIONAL CONDITIONS

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

INSTRUCTIONS TO NEGOTIATING BANK

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

Annexure-VI**SPECIAL INSTRUCTIONS TO TENDERERS****1. Mode of Tendering:**

Hindustan Urvarak & Rasayan Limited, has decided to do procurement of Fertilizers against this tender through e- tendering. The NIT is available on website <https://etenders.gov.in/eprocure/app> from where the registered 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.

You are already aware of the process regarding downloading of tender documents, preparation of techno-commercial bid as well as price bid, uploading of techno-commercial as well as price-bids and submitting through online only, opening of bids, participation in reverse auctioning, and other related activities. It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help / clarification, you may contact any one of the following:

a) M/s HINDUSTAN URVARAK & RASAYAN LIMITED (HURL), New Delhi

Sh. Ashish Senapati Sr. Manager (C&M) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092. EPBAX No: 011-2250 2267/ 2268 Email: ashishsenapati@hurl.net.in	Sh. Vivek Choudhary Manager (C&M) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092. EPBAX No: 011-2250 2267/ 2268 Email: vivekchoudhary@hurl.net.in
--	--

b) Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4001 002, 0120-4001 005 & 0120-6277 787.

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 CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. HURL 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 with forfeiture of EMD and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids. This shall however, be without any prejudice HURL's right to debar / de-list (*vendors who submit invalid bids*) from future tenders. Such action, if any, shall be taken at the sole option of HURL.

3. It is mandatory for the vendors to use the digital certificate in all their bidding Process.

4. To participate in e-tendering of HURL, please refer <https://etenders.gov.in/eprocure/app> for System requirement, Browser configuration, procedures etc.

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

6. Tender Schedule:

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, Reverse Auction (if applicable) and subsequent clarification/amendment in schedule etc. shall be communicated to registered vendors separately by emails/fax message. The same is also available on the above-mentioned website against this tender.

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

7. REGISTRATION AT CPP Portal

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

8. SEARCHING FOR TENDER DOCUMENTS AT CPP Portal

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

9. PREPARATION OF BIDS AT CPP Portal

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

10. SUBMISSION OF BIDS AT CPP Portal

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be 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.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the BoQ format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the same 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 BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

11. ASSISTANCE TO BIDDERS FOR CPP Portal

- 1) 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.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

12. Tender Opening:

The tenders will be opened electronically by HURL from Delhi 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 at HURL Delhi office.

ANNEXURE-VII

DECLARATION FOR “NO DEVIATION”

(To be submitted on the Letter Head of the Bidder duly signed by Authorised Signatory)

1. With reference to our Bid Proposal No. dated For.....(Name of Package to be mentioned), we hereby confirm that we comply with all terms, conditions and specifications of the Tender Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regard.
2. We further confirm that any deviation variation or additional conditions etc. or any mention, contrary to the Tender Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

(Name & Signature with seal)

(Proprietor /Partner/Director/Authorized Signatory)



ANNEXURE-VIII

CERTIFICATE No. 1 & 2

**(In compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India)
(To be submitted on the Letter Head)**

Date:

Tender Doc No. HURL/HQ/CS450

To,

VP (Marketing)

M/s HINDUSTAN URVARAK & RASAYAN LIMITED,
Core-4, 9th Floor, Scope Minar,
Laxmi Nagar District Centre, Delhi - 110092

- 1..... We, M/s..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s..... is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s.... fulfils all requirements in this regard and is eligible to be considered.
2. The M/s..... fully comply with the Order F.No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, and Government of India.

(Name & Signature with seal)

(Proprietor /Partner/Director/Authorized Signatory)



ANNEXURE-IX

**(To be submitted on the Letter Head)
UNDERTAKING**

To

M/s HINDUSTAN URVARAK & RASAYAN LIMITED,
Core-4, 9th Floor, Scope Minar,
Laxmi Nagar District Centre, Delhi - 110092

Subject: Participation in Tender No. HURL/HQ/CS450 for supply of Di-Ammonium Phosphate-DAP (Bulk)

Dear Sir,

We, _____ (Name of the tenderer), hereby confirm and acknowledge that we, our associates, sister concerns etc. have not been blacklisted by any Institutional Agency/Govt. Deptt. /Public Sector Undertaking in the last five years from date of publication of this tender. We also confirm that none of our sister/ group/ associates' companies is participating in this tender.

Thanking You

Yours faithfully

(Name & Signature with seal)

(Proprietor /Partner/Director/Authorized Signatory)