

## **Request for Proposal (RFP)**

**Empanelment / Engagement of Consulting Firm  
For  
Identification of New Growth Opportunities,  
Development of Strategies  
&  
Preparation of Implementation Roadmap for each Opportunity**

**RFP Ref No.: NFL/CO/MS/CONSULTANCY/2020-21/1**

**Pre-bid meeting: 12-04-2021**

**Bid-submission date: 20-04-2021 up to 14.30 Hrs.**



**Management Services Department  
National Fertilizers Limited, Noida**

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**Sub: Empanelment/Engagement of a Consulting Firms for Identification of New Growth Opportunities, Development Strategies & Preparation of Implementation Roadmap for each opportunity**

**1.0 BRIEF ABOUT NFL**

NFL, a Schedule 'A' & Mini Ratna (Category-I) Company having its Corporate office at Noida, is India's largest Central Public Sector Enterprise in the Fertilizer Sector under administrative control of Department of Fertilizers, Ministry of Chemicals & Fertilizers, Government of India. With a widespread network of 5 gas-based Ammonia-Urea Manufacturing plants i.e. one each at Nangal & Bathinda (Punjab), one at Panipat (Haryana) and twin plants at Vijaipur (Madhya Pradesh), Bio-Fertilizers plant at Vijaipur, Bentonite Sulphur plant at Panipat and a pan India Marketing network with its Central Marketing Office at Noida and 4 Zonal Offices (Chandigarh, Bhopal, Lucknow & Hyderabad) with various State & Area offices spanning across the country. NFL is engaged in manufacturing and marketing of wide variety of products namely Neem Coated Urea, four strains of Bio-Fertilizers (solid & liquid), Bentonite Sulphur, Certified Seeds and other allied Industrial products like Ammonia, Nitric Acid, Ammonium Nitrate, Sodium Nitrite and Sodium Nitrate. NFL is also engaged in domestic trading of imported fertilizers like DAP, MoP, NPKS, Certified Seeds, Compost, Water Soluble Fertilizers, Agro Chemicals etc.

NFL along with EIL (Engineers India Limited) & FCIL (Fertilizers Corporation of India Limited) has promoted a Joint Venture Company, Ramagundam Fertilizers & Chemicals Ltd to take forward the Revival of Ramagundam Unit of FCIL by setting-up of gas based Ammonia – Urea complex at existing Ramagundam site of FCIL. The project is in advanced stage of completion and is likely to start commercial production shortly.

For laying a strong foundation for sustainable growth and for a balanced portfolio in the future, NFL is looking forward to grow its business by exploring new business opportunities in core or non-core areas. With this objective, NFL intends to empanel/engage consulting firms with a proven track record and requisite competence for identification of new growth opportunities, development of strategies & preparation of implementation roadmap for each opportunity.

**2.0 INVITATION OF BIDS**

NFL hereby invites bids from reputed consultancy firms who are meeting the eligibility criteria for the subject work under a two- part bid system based on terms

and conditions specified in this Request for Proposal (RFP) document. This work will be carried out in two phases, Phase-1 and Phase-2.

**Phase-1:** Identification of new growth opportunities, development of strategies and preparation of implementation roadmap for each opportunity.

The selection of the consulting firm for this project under Phase-1 will be done under Quality and Cost Based Selection (QCBS) method as described in this RFP document.

**Phase-2:** To undertake viable business option as per Phase-1 report which will include handholding of some /all of the identified opportunities / any other specific assignment.

All the empanelled consultants in terms of Clause 4.30 shall be advised to submit estimated blended hours required to complete the assignment under Phase-2.

The lowest bidder under Phase-2 shall be evaluated on the basis of lowest blended hourly rate derived in Phase-1 and multiply by estimated blended hours quoted by bidder for Phase-2.

### 3.0 TENDER SCHEDULE

Following salient points relevant to the RFP may please be noted:

1.	RFP No	NFL/CO/MS/CONSULTANCY/2020-21/1
2.	Name of Work	Engagement of a Consulting Firm for Identification of New Growth Opportunities, Development of Strategies & Preparation of Implementation Roadmap for each opportunity.
3.	Type of Bidding system	Two Part Bid System through Online Portal
4.	Document Fee	Nil
5.	Bid Security Declaration	Bidders must submit Bid Security Declaration as per <b>Annexure-2A</b> .
6.	Contract Performance Security Deposit	3% of Contract Value
7.	Completion / Contract Period	Refer Special Conditions of Contract of Tender Document.
8.	Availability of RFP document	<a href="http://www.nationalfertilizers.com">www.nationalfertilizers.com</a>

		<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
9.	Bid Evaluation Criteria	Quality & Cost based Selection (QCBS) in the ratio of 80:20
10.	Submission for suggestion /query	07-04-2021 up to 16.00 Hours
11.	Pre-bid Meeting	12-04-2021 at 11.00 Hours
12.	Due date for submission	20-04-2021 up to 14.30 Hours
13.	Date & time of opening of Part-A (Technical & Commercial Un-priced Offer)	21-04-2021 at 16.00 Hours
14.	Date & time of opening of Part-B- Price bid	Shall be communicated separately.
15.	Contact details of the Tender dealing Officer	Shri S.K. Das, Chief Manager(MS) National Fertilizers Limited, Corporate Office A-11, Sector 24 NOIDA- 201301 Mobile No.: 9711223063 Email : skdas@nfl.co.in

### **Assistance to Bidders**

- 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 tender Portal in general may be directed to the **24x7 CPP Portal Helpdesk**. The contact number for the **helpdesk is 1800 233 7315**.

## **4.0 INSTRUCTIONS TO BIDDERS**

Documents as per Part A and B against this RFP must be uploaded by prospective bidders on or before the RFP closing date & time.

### **4.1. Important Dates**

The above is an indicative timeframe for the overall process. NFL reserves the right to vary this timeframe at its absolute and sole discretion and without providing any reasons thereof. However changes to the timeframe will be communicated to the affected Respondents / Bidder during the process.

NFL reserves the right to change/amend the tender schedule (date and/or time) and



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

#### **4.2. Mode of Tendering**

In this regard, NFL invites offers from eligible bidders for which RFP has been posted at NFL's website [www.nationalfertilizers.com](http://www.nationalfertilizers.com) and at Central Public Procurement Portal (CPP) <https://etenders.gov.in/eprocure/app> from where parties can download the tender documents for participation in the e-tender and submit their bids online. The bidder is expected to download and examine the complete RFP document, including all instructions, specifications, conditions, scope and other requirements given in the document. The RFP document together with all its attachments thereto shall be considered to be read, understood and accepted by the bidders as one document. All corrigenda, addendum, amendments, corrigendum, time extensions, clarifications, etc. to the RFP will also be hosted on tender portal only. Bidders should regularly visit this portal to keep themselves updated.

The tender submission, tender closing and opening will be done electronically and online. The proposal should be prepared in English in MS Word/Excel format. Bidder may submit the Bid Formats duly filled and signed could be scanned. Other documents could be in PDF format.

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NFL has appointed M/s National Informatics Centre (NIC) as their service provider for carrying out e-tendering. Use of digital signature certificate shall be mandatory for participating in e-tendering process.

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

Mr. S.K. Das	Chief Manager(MS) National Fertilizers Limited, Corporate Office A-11, Sector 24, NOIDA- 201301 Mobile No.: 9711223063 Email : skdas@nfl.co.in
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#### 4.3. Amendment of RFP document

At any time prior to the bid submission date, NFL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document and host such Clarification/ Addendum/ Corrigendum on the tender portal as deemed necessary. Bidders have to take into account all such Clarification/ Addendum/ Corrigendum before submitting their bid.

#### 4.4. Pre-bid meeting

The pre-bid meetings for the clarification of any doubt with respect to the RFP document will be held at **NFL office, A-11, Sector-24, Noida - 201301**. The bidders may send their authorized representatives to attend the same.

Bidders are requested to submit their queries as per **Annexure-5** in the RFP if any, latest by 11:00 AM (IST) three working days prior to the day of pre-bid meeting. No further opportunity after pre-bid meeting will be granted to seek clarifications.

NFL's responses to the queries / clarifications etc. and / or minutes of the pre-bid meeting shall also form part of this RFP document and will be hosted on the tender portal without disclosing source of the query. No further queries shall be entertained until and unless decided by NFL and all decisions taken by NFL after pre-bid meeting shall be binding on all the bidders.

#### 4.5. Language

All correspondence and documents relating to the bid exchanged between the bidder and NFL shall be in the English language, except that any printed literature may be allowed in another language, provided it is accompanied by an English translation which shall be used for the purpose of bid interpretation. The bidder shall quote the rates in English language and international numerals.

#### **4.6. Legible and correct entries**

All entries in the RFP shall either be typed or written legibly in ink. The bid should be free from correction, overwriting, correction fluid, etc. Any interlineation, cutting, erasure or, overwriting shall be valid only if they are attested under full signature/s of person/s signing the bid, otherwise the bid shall be liable for rejection.

#### **4.7. Bid currencies**

Bidders shall submit their price bid as per Part-B only in Indian Rupees.

#### **4.8. Foreign currency conversion rates**

In case turnover and/or any other credentials are in foreign currencies, the same will be converted to INR based on TT Selling Rate of SBI prevailing on the date of opening of Part-A of bid. In case of the day being a bank holiday, then rate on previous bank (SBI) working day shall be considered.

#### **4.9. Signing of the bids**

Bidder must be registered under relevant applicable Indian/Foreign Laws and in case of foreign business entity, the bidder must be authorized by the global principal to operate in India through its branch office in India. Bidder shall submit the bid authenticated by an authorized person from any of his offices in India who will be interacting with NFL during evaluation of the bid. The bidder's bid should not carry any sections like clarifications/ 'as orally told'/ 'to be discussed / interpretations and assumptions. All pages of the bid including formats & annexures, and all pages of the RFP document, together with subsequent clarifications/ corrigendum issued shall be duly signed, dated and stamped by the authorized signatory. The authorization to sign the document must be confirmed by a written power of attorney accompanying the bid (Part-A) as per **Annexure-4**.

**4.10.** To participate in e-tendering of NFL, please refer “**Bidder’s Manual on the homepage**” on website: <https://etenders.gov.in/eprocure/app> for System requirement, Browser configuration, procedures etc.

**4.11.** All the bidders participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. NFL shall not be responsible for

any mistake made by the bidders at the time of bid process. In case any bidders submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified/ rejected and such bidders shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.

**4.12.** It is mandatory for the Bidders to use the digital certificate in all their bidding Process. For submitting bid through e-tendering, vendors will have to use a Class II/III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000. Guidelines as indicated in <https://etenders.gov.in/eprocure/app> may be complied in this regard. The said digital certificate should bear the name of the Company/ Bidder who is willing to participate in the tender.

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

**4.14. Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening and subsequent clarification/amendment in schedule etc. shall be published on e-tendering portal i.e., <https://etenders.gov.in/eprocure/app>

Tender Schedule is **as per Sr. No 3 above.**

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

**4.15.** It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

**4.16.** The activity defined for bidders are “Download of tender documents”, “Bid preparation and encryption”, “Re-encryption of online Bid” and “Uploading of Bid”.

**4.17. Tender Opening:**

The tenders will be opened electronically, at NFL’s Corporate Office, Noida in the presence of representatives of Bidders who wish to attend the bid opening. However, submission of bids may be done by Bidders from their office or from place of their choice

Technical Bids shall be opened electronically in the presence of those Bidders who wish to be present.

Price bids shall be opened only of those Bidders who are found Technically Qualified, electronically in the presence of those Bidders who wish to be present.

**4.18. System failures and remedial measures thereof / Course of action to be followed**

NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality:

1.	RFP is prepared and released but bidders are not able to submit their bids.	The due date of closing / opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by NFL.	The due date of opening shall be extended suitably.

The details required in the Annexure & Forms shall also be enclosed. NFL may reject any proposal not containing all the requirements called for in various Annexure & Forms. The Bidder who does not qualify Technical & Commercial Bid evaluation, their Price Bids shall not be opened.

Prices quoted by the bidder shall be fixed during the currency of Contract and shall

not be subject to any variation except for variations in statutory levies i.e. rates of GST applicable, for the quoted items indicating clearly HSN code of item / SAC Code in ease of service and applicable category of GST (i.e. whether IGST,CGST,SGST,UGST) which shall be paid / reimbursed on actual basis on production of bills provided the execution is within scheduled time period as specified in the contract.

- 4.19.** The RFP Enquiry number must appear on all correspondence and documents. While submitting the bids, Bidder shall ensure the completeness of the information/documents as detailed in the tender document.
- 4.20.** Any clarifications on procedure, RFP specification both technical and commercial can be had from above mentioned address / e-mails at any time before tender closing date and time either personally or by post at least 7 days prior to closing date of the RFP. Postal delays shall not cause postponement of RFP processing date & bidders in their own interest shall take all steps that are necessary for them to participate in RFP well in time.
- 4.21.** All information sought by NFL during bid evaluation shall be provided within the time set out in the communication on the subject. Failure of bidder to comply with requirements of NFL within stipulated time shall entitle NFL to proceed with the bids on the basis of information available with it. No responsibility for postal delays shall rest on NFL.
- 4.22.** RFP shall be submitted under a Two Part Bid system electronically as specified below:
- i. **Part-A** shall be for: “**Technical & Commercial Un-Priced Offer**”. It shall contain
    - a) All technical and commercial details other than price including documents and formats as per the Part-A checklist (**Annexure-1**);
    - b) Unpriced price schedule as per **Annexure-7**;
    - c) Signed RFP and other related documents.
  - ii. **Part-B** shall be for: “**Price Bid**” containing only price including documents and formats as per the Part-B checklist (**Annexure-1**) and to comply with the following:

- a) To be submitted strictly in line with the 'Price Schedule' (**Annexure-21**)
  - b) No conditions whatsoever shall be given in this Part
  - c) Bidder shall not omit or leave blank against any item in the price schedule.  
In such a case, bids are liable for rejection.
- iii. All rates should be firm and inclusive of all taxes & duties excluding GST. No other taxes or statutory levies will be payable during the contract period.

#### **4.23. Modification and withdrawal of bids**

The bidder may withdraw or modify its bid after its submission but before the due date and time for submission as given in RFP document or extended timelines if any.

This is a zero-deviation RFP document. Bidders have to submit a No Deviation Certificate (**Annexure-6**). Deviation with respect to RFP terms & conditions / suggestions in technical bid / price bid shall not be considered by NFL and summarily rejected.

#### **4.24. Opening of Bids (Part A)**

Part-A will be opened on the due date of opening. The bidder may send their authorised & competent representative to take part in the discussions on the Technical & Commercial Terms as and when called for. During the discussions, the representative should be able to take immediate decision on all the matters pertaining to the bid. The representative of the bidder must submit the authorisation letter for taking part in the discussions.

#### **4.25. Opening of Price Bids (Part B)**

Price bids of bidders submitting responsive bids and who meet the pre-qualifying criteria and secure more than 70% of the marks in the technical bid will only be opened. All the techno-commercially acceptable bidders shall be informed of the date, time and venue of opening of the price bids. Bidder's representatives who are present shall sign a register evidencing their presence.

#### **4.26. Price discrepancy**

- a) If there is a discrepancy between the Unit Price and the Total Price (which is obtained by multiplying the Unit price by the quantity), the Unit price shall prevail and the total price will be corrected accordingly, unless, in the

opinion of NFL, there is an obvious misplacement of the decimal point in the Unit Price, in which case the total price as quoted shall govern and the Unit price corrected accordingly;

- b) If there is a discrepancy in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- c) If there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall prevail; and
- d) If there is such discrepancy in the offer, the same shall be conveyed to the bidder with a cut-off date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the NFL, the bid is liable to be rejected.

#### **4.27. Rounding-Off**

Any calculation done for the purpose of evaluation and / or estimation shall be considered up to two decimal points and without rounding-off.

#### **4.28. Evaluation**

The evaluation of bids shall be carried out as per Section - 6 "Evaluation of bids"

#### **4.29. Award of contract**

The bidder who scores highest total marks as per criteria laid out in Section-6 "Evaluation of bids" shall be declared as the successful bidder for Phase-1. NFL will award the contract to the successful bidder by sending the Letter of Intent (LOI) / Work Order (WO) by Email / Post. Bidder within 10 working days of receipt of the same, shall sign, stamp and return it to NFL as a token of his acceptance.

#### **4.30. Empanelment of Bidders for a period of three years for Phase-2 or any other specific assignment**

NFL shall empanel all the bidder-consultants who have secured 70 or more than 70 marks under techno-commercial evaluation as stipulated in Clause 6.2 of RFP for a period of three years from the date of issuance of letter to this effect. NFL shall have sole and unfettered discretion to award the consultancy work for Phase-2 to any of the empanelled consultants.

For undertaking viable business option as per Phase-1 report or any other specific assignment, all the empanelled consultants shall be asked to submit estimated



blended hours required to complete the assignment and accordingly evaluation for Successful Bidders shall be made based on blended hours multiplied by L-1 Blended Hourly Rate arrived as per price bids of Phase-1. Accordingly the contract shall be awarded. The L-1 blended hourly rate arrived as per price bids of Phase-1 shall remain firm during the period of empanelment.

Where more than two empanelled consultants are willing to undertake Phase-2 assignment as per time assessment (blended hours) made by the consultant in Phase-1 report based on L-1 blended hourly rates as per price bid, consultant who has secured higher technical score shall be considered for award of contract for Phase-2. However, in case of same technical score also, then the Bidder covering higher score in 6.2/B of technical evaluation would be considered for award of contract for Phase-2.

#### **4.31. Validity of Bids**

The price bid shall be deemed open for acceptance for a minimum period of 180 days from the date of opening of Part-A. NFL may solicit extension of this period, requests for which will be made in writing through e-mail.

#### **4.32. Rejection of the bids**

Any one of the following may lead to rejection of the bid:

- i) Failure to furnish all the information required, or submission of bids not responsive to the RFP document in any respect
- ii) Overwriting / Cutting etc. in the bid not duly attested by the authorized signatory
- iii) Failure to submit clarifications before due-date
- iv) Mentioning of price anywhere in Part-A including un-priced price schedule
- v) Bids which do not comply with the RFP conditions or contains counter conditions
- vi) Bids from a firm/company/sister concern etc. who has not been black listed, delisted or put on holiday by any Institutional Agency / Government Department / Public Sector undertaking for participating in the Tender, in last 2 years.
- vii) Omissions or no entry against any item in the price schedule
- viii) If the information given is incorrect, wrong, and/or contrary to the facts
- ix) Canvassing in any form in connection with the subject

The acceptance of a bid rests with NFL and does not bind NFL to accept the lowest bid or any bid and reserves to itself full rights for rejection without assigning any reasons whatsoever.

#### **4.33. Order of precedence**

In the event of any ambiguity or conflict between the clauses of the RFP Documents, the order of precedence shall be in the order below:

- a) Contract Agreement
- b) Work Order/LOI
- c) Corrigenda/ addenda/ amendments/ clarifications
- d) Special conditions of contract
- e) General conditions of contract Instructions to bidders

**4.34.** NFL reserves the right to accept or reject any bid in whole or in part or accept other than lowest bid without assigning any reasons thereof.

**4.35.** The bidder shall confirm in the technical & commercial bid that all the payment & other terms & conditions stipulated in the enquiry are acceptable to them.

**4.36.** The Bidder shall quote total cost of the package for Phase-1. Blended hourly rate shall be calculated by dividing the lump sum cost for Phase-1 with total 4032 blended hours i.e. equivalent to [24 weeks x 5 days a week x 8 hours per day x (3+1) persons in team + (1 day per week for Partner/Director/equivalent for 24 weeks x 8 hours per day] considered for Phase-1.

#### **4.37. Bid Security Declaration**

- i) The Bidders shall submit a Bid Securing Declaration (as per Annexure 2A).
- ii) In case the Bid Securing Declaration in the given format is not submitted by the bidder along with tender documents, NFL reserves the right to summarily reject the concerned bid without providing any opportunity for any further correspondence by the concerned Bidder.

**4.38.** Bidder certifies that none of NFL's ex-employee is employed with them (In case any ex-employee of NFL is employed furnish details separately).

**4.39.** Bidder certifies that none of the Employee of NFL is related to owner/Director of the firm.

#### **4.40. Sister/Group/Associates Company/Concern**

The prospective Bidders having any common proprietor/partners/ Directors/managing Partners, etc. shall be considered as Sister/Group/Associates

Company/Concern. In such cases, only one of them will be eligible for participation in the RFP. Bidders have to submit a declaration (**Annexure 3**) on letter head along with the technical bid that:

- a) No other Firm / Sister concern/Associate belonging to the same group is participating /submitting this RFP.
- b) That the bidders, their associates, Sister Concern, etc. have not been black listed by any institutional agency/Govt. Dept./Public Sector Undertaking in the last two years.

In case of concealment of any fact, if detected later on, such Bidders will be debarred from all future dealings with NFL as well as cancellation of their bid for this RFP.

#### **4.41. Confidentiality**

- a) NFL and the Consultant agree to keep confidential (i) the terms and conditions of the Contract (ii) any data/ information related to the Contract which is not in public domain and which may have a material effect on the Contract, and (iii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by NFL to the Consultant and vice versa. Further, the Consultant and NFL agree that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the Contract excluding the Government of India, NFL or its authorized assigns or any such other body which has the authority to ask for such information under the law except in accordance with the written authority of the other Party.
- b) The provisions of the clause shall continue to be in force after the termination or completion of Services under the Contract and shall expire after 24 months from termination or completion of service.

#### **4.42. Compliance of existing laws of India**

The Successful Bidder shall ensure that all formalities / permissions / licenses required are completed / complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement/employment of labourers.

#### **4.43. Indemnity**

The Successful Bidder shall indemnify NFL and keep indemnified for any loss or

damage, cost or consequences that NFL may sustain, suffer or incur on account of violation of intellectual property rights belonging to a third party by the bidder. The Successful Bidder shall always remain liable to NFL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not)) suffered by NFL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.

**4.44.** If a bidder 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, NFL reserves the right to debar/delist such bidder from participation in the present / future tenders up to a period of 2 years.

**4.45. General**

- a) In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially bidders shall be asked by NFL (after freezing the scope, technical specifications, and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time shall be given to all the techno- commercially acceptable bidders to submit the impact on their price bids. In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by NFL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- b) Notwithstanding any other condition/provision in the RFP documents, in case of ambiguity or incomplete documents/clarifications pertaining to qualification and evaluation criteria, NFL may give the bidders a fixed deadline after bid opening to provide complete & unambiguous documents/clarification, etc. in support of meeting the criteria. In case, the bidder fails to submit any document or submits incomplete documents within the given time, the bid will be rejected.

- c) In case any typing error/other clerical errors is noticed by the bidder, in the RFP documents, the same must be pointed out and got clarified before submission of offer, or else, NFL's interpretation shall prevail & shall be binding on the bidder.

#### **4.46. Checklist**

For the proper completion of the RFP, the checklists shall be included with the bid and to be duly signed by the authorized signatory (**Annexure-1**).

## 5.0 SCOPE OF WORK & DELIVERABLES

### 5.1. Definitions

The following expressions hereunder and elsewhere, used in this RFP, unless repugnant to the subject or context thereof, shall have the following meanings hereunder respectively assigned to them.

- a) "NFL" shall mean **National Fertilizers Limited**.
- b) "RFP" means the **Request for Proposal** being invited by NFL including all Clarification / Addendum / Corrigendum.
- c) "Contract" means the agreement signed between NFL and the successful bidder.
- d) "Bidder/s" means any entity or person who expresses interest and submits the bid to provide the services to NFL for works defined in this RFP.
- e) "Successful / Selected bidder", 'Consulting firm' means any entity finalized to provide the services to NFL under the contract.
- f) LOI, "**Letter of Intent**", "WO", "**Work Order**" refers to order placed on the selected bidder for performing various activities outlined in this RFP.
- g) "Zero date" means the date of issuance of Work Order/LOI.
- h) "Day" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked on that day.
- i) "Government" means the Government of India unless specified otherwise.
- j) "Bid" means the Technical & Commercial bid and Price bid.
- k) "Sub-Consultant" means any person or entity with whom the consulting firm subcontracts any part of the services with due permission of NFL.
- l) "Similar work" is defined as "Consultancy for Identification of New Growth Opportunities, Development of Strategies & Preparation of Implementation Roadmap for each opportunity for companies engaged in at least one of the areas of Chemicals & Fertilizers, Agriculture, Food Processing, Logistics, Agriculture Technology."
- m) A consulting engagement in similar works shall mean consulting for core work undertaken in that sector. For instance, a consulting engagement in fertilizer sector shall mean core fertilizer sector engagements and shall not include support system consulting work like implementing HR module, risk management, Assurance, operational IT consulting/ (IT/IT for organizational processes), audit, taxation, finance and other non-management consulting. The final decision if the refereed work being adjudged as similar work or not would rest with NFL.
- n) "New Growth Area" for the purpose of this assignment is defined as:

- i) A business area which is new for NFL in terms of products, services and/or markets and has significant and sustainable growth opportunities; and/or
- ii) A business area, where NFL is present but consulting firm suggests implementable strategy which can enhance existing share manifold.
- iii) New growth areas (preferably 5-7 in numbers) shall collectively be able to meet the objective (Clause 3.3.1).

## **5.2. Corporate overview and the context**

NFL, a Schedule 'A' & Mini Ratna (Category-I) Company having its Corporate office at Noida, is India's largest Central Public Sector Enterprise in the Fertilizer Sector under administrative control of Department of Fertilizers, Ministry of Chemicals & Fertilizers, Government of India. With a widespread network of 5 gas-based Ammonia-Urea Manufacturing plants i.e. one each at Nangal & Bathinda (Punjab), one at Panipat (Haryana) and twin plants at Vijaipur (Madhya Pradesh), Bio-Fertilizers plant at Vijaipur, Bentonite Sulphur Plant at Panipat and a pan India Marketing network with its Central Marketing Office at Noida and 4 Zonal Offices (Chandigarh, Bhopal, Lucknow & Hyderabad) with various State & Area offices spanning across the country. NFL is engaged in manufacturing and marketing of wide variety of products namely Neem Coated Urea, four strains of Bio-Fertilizers (solid & liquid), Bentonite Sulphur, Certified Seeds and other allied Industrial products like Ammonia, Nitric Acid, Ammonium Nitrate, Sodium Nitrite and Sodium Nitrate. NFL is also engaged in domestic trading of imported fertilizers like DAP, MoP, NPKS, Certified Seeds, Compost, Water Soluble Fertilizers and Agro Chemicals etc.

NFL along with EIL (Engineers India Limited) & FCIL (Fertilizers Corporation of India Limited) has promoted a Joint Venture Company, Ramagundam Fertilizers & Chemicals Ltd to take forward the Revival of Ramagundam unit of FCIL by setting-up of gas based Ammonia – Urea complex at existing Ramagundam site of FCIL. The project is in advanced stage of completion and is likely to start commercial production shortly.

Having been adept at responding to market requirements in the past, the company is looking to strengthen its market position and undertake a transformational journey of growth through diversification. The company is looking at opportunities for investment across the agri-business value chain taking into account both attractiveness of opportunities basis key growth trends as well as NFL's right to win.

In particular, NFL plans to seek growth opportunities in various segments with key focus on but not limited to:

- ✓ Fertilizers Sector (Manufacture & Sale of new products across Chemical and Organic segments, exploring JV partnerships for global presence etc.)
- ✓ Agriculture Sector (Farm to Fork business model for forward integration for food processing / packaging etc.) Horticulture farming, Cattle Feed, expansion of seed production business, Farm extension & Advisory services)
- ✓ Food Processing (Packaging, storage, transportation, cold chain and processing in different segments of food industry)
- ✓ Logistics (Warehousing, Cold storage, Grains handling and transportation)
- ✓ Agri-tech and other value-added services (Digital / IOT solutions, Precision Farming, E-Marketplace, Procurement centers and Financing Services)
- ✓ Farm Protection Chemicals (Manufacture & Sale)
- ✓ Industrial Chemicals (Manufacture & Sale of Ammonia based Industrial Chemicals)
- ✓ Diversification in Non-Core Segment

Annual Report 2019-20 of NFL available at [www.nationalfertilizers.com](http://www.nationalfertilizers.com) may be referred to know more about the company including its performance and strategy.

### **5.3. Scope of work & deliverables**

NFL is looking for empanelment/engagement of a Consultant to support it with identification of new growth opportunities, development of strategies and preparation of roadmap for each opportunity.

#### **5.3.1 Objective**

Identification and implementation of profitable new growth areas in alignment with the company's aspirations for diversifying into adjacencies and new business areas across the agribusiness value chain.

Key aspects of the scope include:

- a) Identifying and creating a list of opportunities including corresponding products/ services/ technologies
- b) Shortlisting at least 3-5 opportunities
- c) Preparing a strategic business plan including for shortlisted opportunities with capex, partnerships, organizational changes, capability building, etc.
- d) Development of strategies



- e) Developing an implementation roadmap for each opportunity
- f) Support in successful roll-out if mutually agreed to by NFL and Consultant

The details in the following sections capture the specific requirements of the scope of work. However, these requirements shall not be the limiting factor to meet the objective. The consulting firm will be responsible for all the activities as required and as detailed below:

### **5.3.2 Scope of work**

**Phase-1:** Phase-1 will primarily include the identification and analysis of new viable growth opportunities, development of strategies and preparation of implementation roadmap for each opportunity by the Consultant. The duration of **Phase-1** shall be 6 months (24 weeks) from the date of signing of agreement.

The Phase-1 of this project is further divided into 5 sub-stages as detailed below:

#### **Stage-I: Business Assessment & Opportunity Identification**

1. Carry out preliminary due diligence to baseline current business based on initial inputs:
  - a) Understand NFL (financial position, assets, liabilities, capabilities, value propositions, etc.)
  - b) Understand aspirations (interaction with management & cross-section of employees)
  - c) Key industry trends relevant to the objective
2. Develop mutually agreed boundary conditions for evaluating new business opportunities viz. Go /No Go sectors, market size, revenue potential, synergy with existing capabilities, capital investment, ease of technology acquisition/ sourcing/ development, gestation period, etc.
3. Develop a list of products/ services-based business opportunities for NFL broadly based on the above boundary conditions & any other parameters agreed to after discussions. NFL may also suggest internally generated ideas that are to be considered by the consulting firm while developing the list of opportunities.
4. As an outcome of this stage, a list of opportunities to be prepared with each opportunity accompanied with preliminary due diligence indicating high level market

size, investment, growth rate, potential returns and competition in order to help NFL assess the opportunities.

**Stage-II: Shortlisting and Prioritization of Select Key Opportunities  
(3-5 in total)**

1. Identify and apply additional prioritization filters for shortlisting potential opportunities.
2. Deep dive into short-listed opportunities for further due diligence including:
  - a) Market attractiveness: potential growth, market size, investment, potential returns, competition, customers, entry barriers, business models, gestation period, value chain & sources of value creation
  - b) Financial attractiveness: Revenue potential, capex, industry operating margin
  - c) Technology assessment: Depth of technology availability/ acquisition, details on available options, ease of technology sourcing/ development
  - d) Policy and regulatory framework
  - e) The outlook of related global & domestic industry
  - f) Synergy with current assets & capabilities of NFL
  - g) Competitive advantage for NFL vis-a-vis other players/ potential entrants
  - h) Short (within two years), medium (up to five years) and long term (more than five years) prospects including possible disruptions for each opportunity
  - i) Successful and unsuccessful forays in these business areas in the past and learning's.
3. Based on the above, clear recommendations on selected business opportunities, in sync with the stated objective.
4. The above process can be iterative in nature to arrive at mutually agreed opportunities.
5. As an outcome of this phase, each selected opportunity to be accompanied by a detailed due diligence report on above said parameters, and others as mutually identified, in order to help NFL to assess and accept the outcome.

**Stage-III: Development of the Business Plans and High Level GTM for Shortlisted Opportunities**

1. The consulting firm shall develop detailed strategic business plans including shortlisted opportunity (3-5 opportunities in total) providing details on financial

aspects, technical aspects, legal aspects, regulatory interface, strategic issues, etc. Indicative parameters include:

- a) Market entry methods -organic or through partnerships
  - b) Business model with critical success factors
  - c) Suggesting viable financing options for new business opportunities based on capacity of the company to borrow.
  - d) Sources of competitive advantage
  - e) Revenue, cost and profit projections for the next ten years
  - f) Cash inflows and outflows
  - g) Capital expenditure requirements, payback period, IRR, ROI/ROCE, the timeline for project implementation
  - h) Identification of location for executing the new opportunity based on NFL's existing assets and strategic fit with opportunity
  - i) Technology related partnerships/collaboration & likely available partners
  - j) Risk assessment for the project and mitigation mechanisms
  - k) Marketing strategy
  - l) Identification of capabilities required involving identification of capability gaps and potential modes for capability building
  - m) Manpower and skills required
  - n) Organizational changes required
2. As an outcome of this phase, detailed strategic business plans based on the above parameters to be submitted for each new business area to ensure buy-in of the top management and subsequent acceptance.

#### **Stage-IV: Business Build Roadmap**

1. Prepare a business build road map for successful roll-out for each shortlisted opportunity (3-5 in total).
2. Design a Project Management Office (PMO) including capability building of people for the execution of the road map
3. For each opportunity, create a full charter of strategic initiatives and a monitoring framework for each new business opportunity including:
  - i) Objectives/ initiatives/ actions
  - ii) Roles and responsibilities
  - iii) Timelines
  - iv) Resources required
  - v) Dependencies on other activities or factors

- vi) Prioritization of actions
  - vii) Additional support required & other crucial aspects
  - viii) Metrics for success
4. As an outcome of this phase, a detailed implementation roadmap based on above parameters and other mutually agreed parameters to be submitted for buy-in of the top management and acceptance.

#### **Stage-V: Final Report**

At the end of the above four stages, two spiral-bound copies of comprehensive final report along with soft copies covering recommendations, business plans, roadmap implementation and other crucial aspects for each of the selected business opportunities to be submitted for final acceptance by NFL and closure of the assignment.

#### **Phase-2: Support for Business Build (for a period of 12 months)**

Subsequent to the final outcome and the acceptance of final strategy and implementation road map, NFL may approach empanelled consultant to submit estimated blended hours required to undertake the Phase-2 assignment for handholding during the execution of some / all of the opportunities identified under Phase-1.

The indicative scope for this phase is detailed below:

1. Support NFL in setting up initiative implementation teams, and conduct trainings/ workshops on the implementation roadmap, initiative charters and implementation review process
2. Support in establishing technology or any other partnerships as identified
3. Implementation of organization changes, as required
4. Vetting of capex proposals, wherever applicable
5. Support in setting up resources and other activities in the identified manufacturing unit/s
6. Set up review mechanisms, preferably IT based, for execution
7. Support in rolling out of pilot projects, if applicable in any of the opportunities selected
8. Guide the teams to modify the initiatives and processes based on learning's, if any
9. Support in winning the first order (opportunity identification, bid preparation, market intelligence, pricing recommendation, etc.)

10. Quarterly revisit of strategy with top management and course-correction
11. Design and rollout of KPIs, incentive plans to align and focus teams towards target service metrics. Also, suggest initiatives, programs and organize workshops/training programs to drive overall motivation and engagement of the team

Phase-2 will be for duration of 12 months as per mutual agreement between NFL and the selected Consultant. The team of one lead Partner/Director/equivalent, 1 Project Leader and 3 consultants will be applicable, with provision of adding additional team members after mutual agreement between NFL and selected Consultant. The specific scope and deliverables will be agreed mutually by the NFL team and the selected Consultant prior to the award of work for this phase.

For Phase-2, the following may be noted:

- a) Detailed scope for Phase-2 shall be decided by NFL at the end of Phase-1, based on the outcome of Phase-1
- b) The contract for Phase-2 shall be initially valid for a period of 12 months from the date of work order for Phase-2. A blended hourly rate shall be calculated by dividing lump-sum rate quoted for Phase-1 with total 4032 blended hours across the ground team and experts for payment of Phase-1. 4032 blended hours are equivalent to [24 weeks x 5 days a week x 8 hours per day x (3+1) persons in team + (1 day per week for Partner/Director/equivalent for 24 weeks x 8 hours per day] considered for Phase-1.
- c) For undertaking viable business option as per Phase-1 report / any other specific assignment, all the empanelled consultants shall be advised to submit estimated blended hours required to complete the assignment and accordingly evaluation for Successful Bidders shall be made based on blended hour X L-1 Rate arrived as per price bids of Phase-1. Accordingly the order shall be placed. In case of tie, consultant who has secured higher technical score in Phase-1 shall be considered for award of contract for Phase-2.
- d) If additional team members need to be deployed (for multiple opportunities), they shall be on-boarded based on the same blended hourly rate as per Clause (c) for this period of 12 months.
- e) NFL shall have sole and unfettered discretion to award the consultancy work for Phase-2 to any of the empanelled consultants in accordance with Clause 4.30 of Instructions to Bidders.

### 5.3.3 Deliverables

#### Schedule of deliverables Phase-1

On the basis of preceding sections, the consulting firm is required to deliver the following set of deliverables (in the form of MS Word document, PowerPoint presentations, Excel model and/or other formats as required) as per the timelines mentioned below:

The deliverables given in this section are an outcome of the preceding sections. The consulting firm has to ensure that the deliverables cover the entire scope of work in totality to achieve the overall objective of the exercise. Subsequent additions to deliverables may be made by NFL whenever required. While the deliverables are identified week wise, the consulting firm may work concurrently on various activities. The time elapsed mentioned in weeks is indicative and may change as the assignment progresses but while maintaining the total duration of the assignment.

Sr.	Key Submissions	Time Elapsed (in weeks)*
1.	Zero Date	T (Date of Work Order)
2.	Inception Report: Submission of a brief presentation after discussion with NFL on project methodology, work plan & schedule of sub-activities	T + 1 week
3.	List of opportunities: Preparation and submission of report and presentation detailing the process and outcomes of <b>Stage-I</b> of Para 5.3.2.	T + 4 week
4.	Shortlisting of opportunities: Preparation and submission of a report and presentation detailing process and outcome of <b>Stage-II</b> of Para 5.3.2.	T + 10 weeks
5.	Strategic Business Plans: Preparation and submission of report and presentation detailing the outcome of <b>Stage-III</b> of Para 5.3.2.	T + 16 weeks
6.	Implementation Roadmap Preparation and submission of a report and presentation detailing the process and outcome of <b>State-IV</b> of Para 5.3.2.	T + 23 weeks
7.	Submission of two sets of spiral-bound final reports along with soft copies covering recommendations, business plans, roadmap, implementation, and	T + 24 weeks (6 months)

<b>Sr.</b>	<b>Key Submissions</b>	<b>Time Elapsed (in weeks)*</b>
	other crucial aspects (including all excel models, sheets formats, etc.) for each of the selected business opportunities for final acceptance by NFL and closure of the assignment. <b>(Stage-V)</b>	

#### **Schedule of deliverables Phase-2**

<b>Sr.</b>	<b>Key Submissions</b>	<b>Time Elapsed (in weeks)</b>
1.	Monthly reports: Deliverables in form of monthly progress reports including status of progress, action plan for meeting next milestone and recommendations.	For a period of 12 months from placement of work orders for each opportunity

#### **Other aspects of deliverables**

- a) Presentations to the senior team of NFL shall be made by the lead partner after each stage.
- b) The deliverable shall be treated as completed when accepted by NFL.
- c) Transfer of Documents: Consulting firm shall transfer all relevant documents/ reports/ presentations/ excel models/ other files related to the above Scope of Work and Deliverables to NFL during the exercise and finally after the completion of the exercise.
- d) During the delivery of reports/presentation/other documents, NFL may seek back-up/ supporting data/ working files of given analysis in the deliverables; in such cases, the consulting firm is required to arrange for the sought data (indicating sources thereof) and consider the same as a part of the deliverable.
- e) The recommendations provided by the consulting firm shall be doable in the overall context of NFL.

## 6.0 EVALUATION OF BIDS

### 6.1. Pre-Qualification criteria

The bidder must meet all of the following pre-qualification criteria:

#### a) Annual Turnover

The bidder should have at least an average annual turnover of INR 1.5 Crore from consulting work during the last three years, 2017-18; 2018-19 & 2019-20. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2017, 2018 & 2019

**Documents to submit:** Audited Balance Sheet and Profit & loss Account indicating annual turnover duly certified by the authorized signatory or; Certificate from statutory auditors indicating the annual turnover of the bidders.

#### b) Experience of the consulting firm

The bidder must have successfully undertaken **similar works as already defined in 5.1 (I)** in India during the last six years (2014-15 to 2019-20/ 2014-2019):

- i) Three completed similar works with the order value of not less than 2.0 Crore each; or
- ii) Two completed similar works with the order value of not less than 2.5 Crore each; or
- iii) One completed similar work with the order value of not less than 4.0 Crore

For the above purpose, the cumulative value of completed works executed in two parts i.e. new growth strategy (identification) & its implementation (against separate work order) shall also be acceptable. In such a case, this will be treated as one work.

**Documents to submit:** Copy of award of work and documentary evidence in support of the successful completion of an assignment or in case of confidentiality challenges, CEO self-certification without name of the client and select references can be provided upon request. **(Annexure-8)**

#### c) Experience of Key Personnel

Bidder shall provide a list of team members who will be driving this project



till completion of the contract. The team, mandatorily constituting full-time employees shall include minimum, i) One lead Partner/ Director/ equivalent, who will be designated as Team Leader; ii) One Project Manager (full time);iii) Three Consultants (full time). Minimum experience required of the team is as under:

Partners/ Director/ equivalent	Minimum 15 (Fifteen) years of Consulting + Industry Experience including 7 (Seven) years in similar works.
Project Manager	Minimum 5 (Five) years of Consulting + Industry Experience including 2 (two) years in similar works.
Consultants	Minimum 2 (Two) years in Consulting + Industry Experience in similar works.

**Documents to submit:** CVs of all the Team Members proposed to be deployed for this project as per **Annexure-9**, duly certified by CEO / Country Head to be attached. However, consulting firm may deploy more resources as per the requirement of the project.

No relaxation shall be accepted with regards to pre-qualification criteria. Only the bidders meeting the above criteria shall be evaluated further viz. Techno-commercial and Price bid.

## 6.2. Techno-Commercial Evaluation Criteria

The Techno-Commercial bid of the bidders meeting the pre-qualification criteria shall be evaluated as per the Quality & Cost Based Selection(QCBS) system which will include 80% weighted score for quality (techno-commercial bid) and 20% weighted score for the price (price bid).

Sr.	Criteria	Max Marks	Scale / Scheme of Marking (Marks)
<b>A</b>	<b>Average annual turnover</b> of the bidder from consulting work during last three years (FY 2017-18, FY 2018-19, FY 2019-20 or Calendar Year 2017-2019)	15	INR 50 Cr and above – (15) Less than INR 50 and $\geq 25$ (10) Less than INR 25 > and $\geq 10$ (7) Less than INR 10 > and $\geq 5$ (5) Less than INR 5 > and $\geq 2$ (2)
<b>B</b>	<b>Experience of the bidder during the last six years (2014-15 to 2019-20 / 2014-2019) (Max Marks : 30)</b>		
i	<b>No. of similar works undertaken globally</b> having a value of at least USD 3.0 Lakh (Excluding India)	10	5 Projects & above – (10) 4 Projects – (8) 3 Projects – (6) 2 Projects – (4) Less than 2 Projects (2) Scoring based on normalization with above ceiling.
ii	<b>No. of similar works undertaken in India</b> , each having a value of at least INR 2.0 crore	10	5 projects & above - 10 marks 4 Projects – (8) 3 Projects – (6) 2 Projects – (4) 1 Project – (2) Scoring based on normalization with above ceiling.
iii	<b>No. of similar works undertaken in Indian CPSEs / Govt.</b> , each having a value of at least INR 2.0 crore	10	5 projects and above – (10) 4 Projects – (8) 3 Projects – (6) 2 Projects – (4) Less than 2 Projects (2) Scoring based on normalization with above ceiling.
<b>C</b>	<b>Experience of the team deployed during the last six years (2014-15 to 2019-20 / 2013-2019) (Max Marks : 30)</b>		
i.	<b>Number of similar works undertaken by lead partner/ partners in India / Globally</b> , each assignment having a value of at least USD 3.0 Lakh or INR 2.0 crore	5	5 Project & above – (5) 4 Projects – (4) 3 Projects – (3) 2 Projects – (2) Less than 2 Projects (1) Scoring based on normalization with above ceiling.

Sr.	Criteria	Max Marks	Scale / Scheme of Marking (Marks)
ii.	<b>Number of similar works undertaken by lead partner / partners in Indian CPSEs / Govt.,</b> each assignment having a value of at least INR 2.0 crore.	5	5 projects & above-(5) 4 Projects – (4) 3 Projects – (3) 2 Projects – (2) Less than 2 Projects (1) Scoring based on normalization with above ceiling
iii.	<b>Number of similar works undertaken by proposed project manager among Indian companies,</b> each assignment having a value of at least INR 2.0 crore.	10	5 projects & above – (10) 4 Projects – (8) 3 Projects – (6) 2 Projects – (4) Less than 2 Projects (2) Scoring based on normalization with above ceiling
iv	<b>Total number of consulting works in Indian companies collectively undertaken by consultants,</b> each assignment having a value of at least INR 2.0 crore.	10	5 projects & above- (10) 4 Projects – (8) 3 Projects – (6) 2 Projects – (4) Less than 2 Projects (2) Scoring based on normalization with above ceiling
<b>Documents to submit for B(i) to B(iii) &amp; C(i) to C(iv):</b> Copy of award of work and documentary evidence in support of the successful completion of an assignment or in case of confidentiality challenges, CEO self-certification without name of the client and select references can be provided upon request.			
<b>D Business presentation (Max Marks : 25)</b>			
i.	<b>Demonstration of the understanding of the following:</b> 1. Global and Indian business environment related to similar companies 2. Understanding NFL's context, challenges, aspirations and strengths.	10	D (i) to (iii) shall be assessed based on Presentation (soft copy and a signed hard-copy of the presentation needs to be submitted after the presentation).
ii.	<b>Approach for identifying new growth areas:</b> 1. Availability of strategic tools/models, research database, and application of the same in other previous similar engagement. 2. Robustness of overall approach and methodology for carrying out the exercise to meet objects and timeline of deliverables, with broad break up of activities, specific	10	

Sr.	Criteria	Max Marks	Scale / Scheme of Marking (Marks)
	requirements from NFL against each activity.		
iii.	<b>Approach for implementation:</b> 1. Robustness of overall approach and methodology for carrying out the exercise to meet objectives and timeline of deliverables, with broad break up of NFL against each activity. 2. Success stories along with impact created on the ground through similar engagement in past.	5	

**Note:**

- i) The scope of the work for Phase-1 is indivisible and shall be awarded to a single successful bidder.

Consortium bidding is not allowed. However, in case, the consulting firm requires the support of another consultant/ agency, for undertaking part of work, viz. market research, etc., the same would be acceptable with prior approval of NFL based on merit of that consultant/ agency. However, performance and cost of the subject assignment will be the sole responsibility of the consulting firm submitting the bid.

- ii) The bidder scoring the highest technical score ( $T_H$ ) will be given a technical score ( $S_T$ ) of 100 points. The technical scores of other proposals will be computed as follows:

$$S_T = 100 \times T / T_H$$

(T = Marks scored in the respective Technical bid)

- iii) The bidders with scores ( $S_T$ ) of equal to or more than seventy (70) out of one hundred (100) will be considered for further evaluation including the opening of price-bids and shall be ranked from highest to the lowest on the basis of their technical score.
- iv) Experience of the sister concerns from all International office locations of the bidder shall also be acceptable in case of global project references under Clause 6.2/B(i) subject to Clause 8.12.
- v) For various evaluation parameters as mentioned in Section 6.2 and its sub-sections, only Completed works shall be considered as consulting engagements.
- vi) For evaluation under Clause 6.2/C, if one or more consultants have worked on the same project, these will be considered as separate for the individual consultants.
- vii) Evaluation of Clause 6.2/D will be through a presentation by the bidder to a committee of senior NFL officials. The marks awarded by NFL shall be final and no representation made by any bidder shall be entertained.

- viii) The bidder would be called for a technical presentation at a notice of minimum of 3 working days. The presentation should be made by the proposed lead partner, working with NFL on this project, who can be preferably accompanied by the proposed team. A signed copy of the presentation needs to be submitted for evaluation purposes immediately after the presentation.
- ix) Bidder may further be called for a Q&A session after a few days.
- x) The on-site team will consist of a minimum 1 Project Manager and 3 Consultants at any point throughout the period of the assignment. These resources will be fully dedicated to NFL only and will work from NFL Corporate Office, Noida till completion of the project in all aspects.
- xi) Bidder shall submit the CVs of all the team members proposed to be deployed for this project  
**(Annexure-9)**
- xii) The team members considered for claiming experience under evaluation criteria, and to be deployed for this project should be full-time employees of the consulting firm.
- xiii) At least one partner "Lead Partner" should lead this exercise and should spend significant time (at least once a week) with NFL along with the consulting firm team on this project & should be available for NFL on need basis.
- xiv) The team proposed to be deployed shall remain unchanged, unless under unavoidable circumstances. In such a situation, whether during the contract execution period or during the bidding process, the change will only be permitted with the prior written consent of NFL, based on credentials of new members furnished. The new member/s proposed to be deployed shall also meet the minimum experience as defined above.
- xv) NFL reserves the right to seek changes in the team during the course of the assignment.
- xvi) Notwithstanding any other condition/provision in the RFP document, in case of ambiguity or incomplete documents pertaining to techno-commercial evaluation, NFL may give the bidders only one opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents/ withdrawal of deviations in support of meeting the technical criteria. In case, the bidder fails to submit any document or submits incomplete documents within the given time, the bid will be rejected.
- xvii) Tie Breaker: In case, combined Technical & Price bid score of two (2) or more bidders are the same, then the bidder scoring higher Technical score would be considered as the successful bidder. However, in case of the same Technical score also, then the bidder scoring higher score in 6.2/B of Technical evaluation criteria would be considered as the successful bidder.

### **6.3. Price Bid evaluation**

The formula for determining Financial Score ( $S_F$ ) is:

The bid with the lowest cost ( $F_M$ ) shall be given a Financial score ( $S_F$ ) of 100. The Financial

scores of all other bidders will then be computed as follows:

$$S_F = 100 \times F_M / F$$

Where F = Amount indicated in the respective financial bid

#### 6.4. Combined Technical and Price bid Evaluation

A combined technical and price bid evaluation will be done as per the QCBS method. A combined score (S) will be calculated according to the following formula:

$$S = 80\% \text{ of } S_T + 20\% \text{ of } S_F$$

Subsequent to the ranking of all the bidders based on their combined score, the bidder with the highest combined score (S) will be declared successful and shall be recommended for the award of the contract for Phase-1.

After the identification of the successful bidder, NFL will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of the contract. Techno-Commercial and Price bid evaluation process has been illustrated below:

Sr.	Bidder	Tech. Score	Price bid (Lakhs)	Combine Score (S)	Result
1.	ABC	95	600	$80\% \times (95 \times 100 / 95) + 20\% \times (300 \times 100 / 600)$ = 90.00	-
2.	DEF	84	300	$80\% \times (84 \times 100 / 95) + 20\% \times (300 \times 100 / 300)$ = 90.74	H-1
3.	GHI	75	450	$80\% \times (75 \times 100 / 95) + 20\% \times (300 \times 100 / 450)$ = 76.49	-
4.	XYZ	65	NA	NA	-

## **7.0 GENERAL CONDITIONS OF CONTRACT**

### **7.1 Contract**

- a) **Award of Contract for Phase-1** will be made at the sole & absolute discretion of NFL, which shall not be disputed. Work Order issued on the basis of this RFP will be called contract. The terms and conditions as embodied in the contract shall be final and shall supersede any other terms and conditions that might have been indicated in the RFP submitted by the Bidders. The terms & conditions given in the RFP documents shall also form part of Work Order. Contract agreement as specified by NFL needs to be executed upon acceptance of LOI /WO. Until a formal contract (**Annexure-22**) is signed, the Work Order and acceptance of the same will constitute a binding contract.
- b) NFL shall have sole and unfettered discretion to award the consultancy work for Phase-2 to any of the empanelled consultants in accordance with Clause 4.30 of Instructions to Bidders.

**7.2 Cancellation of the contract:** NFL reserves the right to cancel the contract, if services of the consultant are found to be unsatisfactory without giving any explanation on this account.

**7.3 Clear understanding:** When a Bidder submits his RFP in response to these RFP documents, he will be deemed to have understood fully about requirements terms and conditions. No claim from Bidder shall be entertained whatsoever on the plea that the Bidder did not have a clear idea on any particular point and or a clause of the RFP.

**7.4 Employee Compensation:** The bidder will be solely responsible for any liability of his workers in respect of any accident, injury arising out of and / or in the course of the bidder's employment. To meet the aforesaid obligation under the Employee Compensation Act, The bidder will obtain an Insurance Cover Note under Employee's Compensation Policy from any of the Insurance Company in respect of persons employed by him for carrying out his work and obligations under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the bidder. The bidder shall ensure that the said Insurance Policy remain valid till the expiry of the Contract. Photocopy of the above Insurance Cover is required to be submitted by the bidder to NFL immediately after the issue of LOI but before the start of work. Payment against the work done will not be released to the bidder until and unless photocopy of Insurance Cover is submitted to the Company. If any clause in which by virtue of the provisions of Section 12, Sub Section (1) of the Employee Compensation Act, 1923 or any other Law for the time being in force, NFL is obliged to pay compensation to a

workman employed by the bidder in execution of work, NFL will recover from the bidder the amount of compensation so paid.

**7.5 Agreement:** The Bidder shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with NFL within ten days of receipt by them of the Letter of Intent. The agreement to be executed will be in the Agreement Performa as specified by NFL and enclosed at **Annexure-22**. The cost of stamp paper will be borne by the Bidder.

**7.6 Secrecy:** Any information delivered or otherwise communicated by NFL to the bidder in connection with the contract shall be regarded as secret and confidential and shall not, without the written consent of NFL, be published or disclosed to any third party or made use of by the bidder except for the purpose of implementing the contract.

#### **7.7 Authorized signatory**

The selected bidder shall submit at the time of signing the contract, authorization from Proprietor/ Country Head / Board (certified copy of Board resolution, authenticated by Company Secretary), authorizing an official or officials of the company to discuss, sign agreements/contracts with NFL, raise invoice and accept payments and also to correspond.

#### **7.8 Work timings**

The selected bidder and the team deployed for this assignment shall consider normal working hours of NFL (0930-1800 hrs. at Delhi NCR; 0800-1630 hrs. or as applicable at other manufacturing locations) while planning their resources and performance commitments.

#### **7.9 Rights of NFL including termination of Contract**

NFL reserves the following rights in respect of this contract during the original contract period or its extensions if any.

To terminate the contract or withdraw a portion of work and get it done through other consulting firms, the consulting firm shall pay the complete/balance/excess cost to be incurred for the completion of the contract at the risk and cost of the contractor after 14 days' notice by NFL in any of the following cases:

- i) Poor progress of the work vis-a-vis execution timeline as stipulated in the contract



- ii) Backlog attributable to the selected bidder including the unexecuted portion of work does not appear to be executable within a balance available period considering its performance of execution.
- iii) Withdrawal from or abandonment of the work by the selected bidder before completion of the work as per contract.
- iv) Non-completion of work by the selected bidder within the scheduled completion period as per contract or as extended from time to time, for the reasons attributable to the selected bidder.
- v) Termination of contract on account of any other reason/s attributable to the selected bidder.
- vi) Assignment, transfer, subletting of contract without prior permission.
- vii) Non-compliance to any contractual condition or any other default attributable to the selected bidder
- viii) If the successful bidder becomes insolvent or bankrupt
- ix) If the successful bidder, in the judgment of NFL has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- x) Upon termination of this contract, NFL shall settle the payment/s only for the deliverables actually executed prior to the date of such termination. No further payment shall be made on termination.

#### **7.10 Consequences of Termination**

If NFL terminates the contract for reasons detailed above or for any other reasons whatsoever:

- a) NFL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to NFL.
- b) Performance Guarantee Bond/Security Deposit in any form submitted by the bidder shall stand forfeited.
- c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL as a consequence of termination of the contract.

**7.11** The bidder should quote the rates both in figure and words. In case of any discrepancy, rates quoted in words shall be applicable.

**7.12** Incomplete bid or bid not accompanying the required details shall be summarily rejected without further reference whatsoever.

**7.13** In case the bidder has any relationship whether by blood or otherwise with NFL such relationship must be disclosed while submitting bids.

**7.14 Incorrect Information:** In case any information submitted by the bidder in the RFP is found incorrect, untrue or false or it is noticed during execution of the contract or prior to award of the contract that any information having material bearing on the contract has been concealed by the bidder, the NFL shall have right to terminate/rescind the contract.

**7.15 Integrity Pact (IP)**

Bidders will sign the Integrity Pact as per **Annexure-17** which is an integral part of the RFP documents, failing which the bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website: [www.nationalfertilizers.com](http://www.nationalfertilizers.com). Kindly upload duly signed copy of Integrity pact along with other documents.

The bidders shall have to enter into Integrity Pact (IP) with NFL.

- a) IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption-free manner. Following Independent, External Monitors (IEMs) on the present panel has been appointed by NFL with the approval of eeto oversee implementation of IP in NFL.

Sr.	IEM	Address along with Phone / Email
1.	Cmd. Rakesh Anand Ex.CMD (MDL)	Cmd. Rakesh Anand IN (Retd.) 16, Currie House, Mazagaon Dock Officers Qtrs, Dockyard Road, Mumbai-400010 E-mail: ansem_2000@yahoo.com
2.	Sh. Ramchander Bagdalkar, Ex-Director (HR), BEL.	Shri Ramchander Bagdalkar 006, HMR Purple Elites, 9th Main, 9th Cross, HBR Layout 4th Block, Kalyan Nagar Post, Bangalore-560043 E-mail: rnbagdalkar@gmail.com;

- b) The IP as enclosed with the RFP is to be submitted (duly signed by authorized signatory) along with technical bid (Part-A). Only those bidders who have entered into such an IP with NFL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.
- c) Please refer to Section 8 of IP for the roles and responsibilities of IEMs. In case of any complaint arising out of the bidding process, the matter may be referred to any one of the above IEMs. All correspondence with the IEMs shall be done through email only.
- d) No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions, or any other administrative queries, etc. on the RFP issued. All such clarifications / issues shall be addressed directly to the RFP issuing department's officials.

#### **7.16 Corrupt or fraudulent practices**

The bidder along with its associates/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to NFL Anti-Fraud Policy hosted on the NFL website <http://www.nationalfertilizers.com> and shall immediately bring to the NFL about any fraud or suspected fraud as soon as it comes to their notice.

#### **7.17 Not Banned / Holiday listed I Blacklisted**

That the bidder, their associates, Sister Concern, etc. have not been black listed, delisted or put on holiday by any institutional agency/Govt. Dept./Public Sector Undertaking in the last two years. Bidder to submit a declaration as part of General Declaration Certificate-Declaration (**Annexure-3**).

#### **7.18 Conflict of interest**

- a) In case the Proprietor, Partner or Director of the bidder, or any of the team members proposed to be deployed have any relative or relation employed in NFL, the authority inviting the bid shall be informed of the fact as and when the bidder/ consultant become aware of them. Failing to do so, NFL may, at its sole discretion, reject the bid or cancel the contract and forfeit any money due. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- b) The consulting firm shall not engage, either directly or indirectly, during the term of this contract, in any business or professional activities that would conflict with the activities assigned to them under this contract.

- c) The remuneration of the consulting firm pursuant to this contract shall constitute the consulting firm's sole remuneration in connection with this contract or the services and the consulting firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement. The Consulting firm agrees that during the term of this Agreement and after its termination, the Consulting firm, or any of its affiliates, shall be disqualified from providing goods, works or services related to the initial assignment (other than the services specifically mentioned in this RFP).

#### **7.19 Force Majeure**

Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war; rebellion, mutiny, civil commotion, fire riot, earthquake, pandemic, drought, floods, crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.

In case of delays lasting over one month notwithstanding force majeure, NFL reserves the right to terminate the contract and, the provisions governing termination as given in this document shall apply.

#### **7.20 Arbitration**

##### **a) Private Parties**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably 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:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Chairman and Managing Director.

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

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

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

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

The seat and venue of arbitration shall be New Delhi and governing law shall be Indian Law.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

#### **b) CPSEs and Govt. Departments**

In the event of any dispute or difference relating to the interpretation and application of the provisions this contract, 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”

### **c) Foreign Parties**

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.

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

### **7.21 Applicable law & jurisdiction of the court**

The contract including all matters connected with this contract, its meaning and interpretation, and the relation between the parties shall be governed by and construed in accordance with the applicable Indian Law and shall be subject to the exclusive jurisdiction of Indian Courts at New Delhi (India).

### **7.22 Compliance to regulations and bye-laws**

The successful bidder shall conform to the provisions of any statute relating to the work and regulations and bye-laws of the statutory authority. The successful bidder shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof. The successful bidder shall be responsible for all statutory obligations and any other laws in above regard in force from time to time regarding employment or condition of service of bidder's workmen or employees.

### **7.23 Accidents/ damages/ claims liabilities**

- a) In event of any accident or damages while on NFL's duty, NFL shall be completely free from any liability of any nature connected with the accident/ damage(s). Selected bidder himself will be fully and exclusively responsible for any personal injury to the deployed personnel or any other person in employment or damage to any property or person, including any third party claims.
- b) Selected bidder may safeguard his interest through insurance at his own cost. Under no circumstances, NFL will take any liability arising out of or due to the

action of the deployed manpower, including third-party claims. Selected bidder will have the sole liability of the damages/injuries caused to the deployed manpower or due to the action of the deployed manpower (including accidents and third-party claims)

- c) Arrangement of alternative/substitute is the responsibility of selected bidder unless otherwise exempted for reasons beyond contractors control.

#### **7.24 Safety and statutory requirements**

The team deployed by the selected consulting firm shall abide by all Safety Rules and Guidelines of NFL and ensure the usage of proper Personal Protection Equipment (PPEs) while visiting the manufacturing units/ sites. The consulting firm shall also be responsible for compliance to statutory and government regulations as applicable as well as the safety & welfare of all employees deployed at NFL and payment of salaries to their employees and statutory deductions if any.

#### **7.25 Liabilities**

The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract. NFL can recover all such losses from the unpaid invoices of the selected bidder or by invoking the available bank guarantees.

#### **7.26 Guarantees**

The bidder will indemnify, protect NFL against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights, etc. in respect of the items or services supplied by them. The bidder will be required to bear all the costs in such cases.

#### **7.27 Professional liability**

- a) The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports / presentations in line with deliverables. The reports/ presentations shall be reviewed by NFL for validation of the suggestions/ progress made. NFL may also at times engage any other party for validation of the recommendations made by the consulting firm.
- b) In case, any deficiency is observed or the recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh report/presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency

in service and delays arising out of such events, it shall be the endeavor of the consulting firm to hold mutual discussions with NFL at every stage in order to complete the activities as scheduled.

#### **7.28 Change in character of the bidder**

In the event, wherein there is any change in the character of the consulting firm by means of changes in structure or the transfer of ownership of the firm, the consulting firm will have to inform NFL at least three months in advance in writing with proper documentation that the new entity shall be contractually accountable to NFL for the contract signed by the original firm.

#### **7.29 Non-Disclosure Agreement**

The selected bidder after placement of work order and prior to commencement of work must sign the Non-Disclosure Agreement (NDA) as per the format specified by NFL **(Annexure-18)** or any other as mutually agreed.

#### **7.30 Use of contract documents, specifications, design**

The consulting firm shall not, without NFL's prior written consent, disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of NFL in connection or to any person other than a person employed by the consulting firm in the performance of the work order/ contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The bidder will bind such employees to the secrecy of information.

#### **7.31 Documents/ reports/ deliverables**

Reports & documents submitted by the successful bidder shall become and remain the property of NFL. NFL will be authorized to use the intellectual property contained in the report for its own purposes in accordance with the contract. NFL can download, make copies, distribute, modify and create derivate works of the reports.

#### **7.32 Right to implementation**

NFL shall be at its liberty to modify/implement the suggestions/strategies arising out of the engagement of the selected bidder either directly or through any other party.

#### **7.33 Modification**

Modification of the terms and conditions of this contract, including any modification in the scope or price of the contract, may only be made by written agreement between NFL and the selected bidder.



#### **7.34 Assignment or Subletting of Contract**

The bidder shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without the prior written consent of NFL. Any breach of this condition shall entitle NFL to terminate the contract and the bidder shall be solely responsible and liable for any loss or damage arising out of or ensuing from such termination. NFL reserves its right to recover the said losses or damages or charges and expenses incurred on this account in any manner whatsoever and from any dues payable to the bidder or available with NFL. The permitted subletting of work by the bidder shall not establish any contractual relationship between the sub-contractor and NFL and shall also not relieve the bidder of any of his obligations under the contract.

#### **7.35 Office at site**

The successful bidder shall deploy the resources for this work at NFL's Corporate office located at NFL, A-11, Sector-24, Noida or any other NFL office as specified by NFL.

#### **7.36 Registration**

Bidder must be registered on the date of bid submission under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India.

Bidder must submit copies of Registration Certificate, Permanent Account No. (PAN), Provident Fund (PF) Registration and GST Registration.

#### **7.37 MSMED Declaration**

In case the bidder is registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category in your offer and also enclose a copy of the valid certificate issued by the concerned authorities. Please also indicate whether the MSMEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, NFL reserve the right to cancel the order (if any) and blacklist/debar a firm for a period of three years in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.

## **8.0 SPECIAL CONDITIONS OF CONTRACT**

### **8.1 Intellectual Property Rights :**

Accessibility to the documents of NFL shall be provided to the successful bidder for performing the necessary activities as per requirement. The successful bidder should maintain secrecy and should not divulge any information to any person/Organization in India or abroad.

### **8.2 Documentation / Report :**

The successful bidder who has been assigned with the consultancy work will submit 02 (two) copies of draft report for comments. Subsequently, 06 (six) copies of the final report incorporating NFL's comments shall be submitted. Consultant shall also furnish editable soft copy of the draft and final report and all backup information on CD/DVD.

### **8.3 Acceptance of Deliverables**

NFL shall provide approval of every deliverables within a period of 15 days of receipt of such deliverables failing which such deliverables shall be deemed to have been accepted.

### **8.4 Additions / Alteration to Scope of work**

Any addition or change in scope of work may be effected in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work with mutual consent.

### **8.5 Limitation of Liability**

Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.

Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of the bidder shall be, regardless of the form of claim, the consideration actually received by the successful bidder for the statement of work to which the claim arises.

In no event shall bidder be liable for decision(s) taken by the NFL and NFL alone

shall be solely and entirely responsible for their own actions and decisions based on this engagement. The bidder in no way stands guarantee for realization of the financial projections and /or other benefits identified in the project. All information, data, documents and records (hereinafter compendiously referred to as 'the Information') of NFL received from agreed and identifiable sources and considered in the course of the review and preparation of the deliverables under this Project will be assumed to be authentic, complete and accurate. The Information furnished by NFL upon which all or part of the deliverables are based, is believed by bidder to be reliable.

Except as otherwise expressly provided in the agreement, an aggrieved party may not recover compensation for that part of a loss that could have been avoided by taking measures reasonable under the circumstances to avoid or reduce such loss.

## **8.6 Information and Access**

NFL will supply successful bidder with the following free of charge - information, documentation and data, in a timely manner, required by him to complete its obligations under the Agreement.

## **8.7 Delisting and Blacklisting of Parties**

### **a) Delisting of Parties**

In case, a bidder repeatedly fails to perform, causes abnormal delays, fails to rectify/ settle discrepancies in the execution of the contract within a reasonable time, the particular bidder shall be delisted from the approved list of the parties for a limited period of one or two years after giving due notice for non-performance and notice of default. Delisting should be done on the basis of recommendations of the executive department and concurrence of Finance Dept. and approval of concerned Functional Director. Such action against the bidder will be communicated along with the brief of the case to all the unit heads and may be further communicated to all HODs. However, such a bidder shall be allowed to execute existing WO/Contracts which was/were issued prior to delisting.

After the delistment period is over, the delistment shall be automatically considered as over and no further approval shall be required for restarting issuance of enquiries/WOs to such parties provided they otherwise qualify for such issuance of enquiries/WOs.

In case of review of parties list, delisted parties shall not be removed from the lists on the grounds that they have been delisted earlier, but clear remarks about a particular party being delisted be given/ recorded in approved parties lists.

**b) Permanent Delisting of parties**

In case a delisted party again fails to perform and is required to be again delisted within a period of two years from the date of revocation of delisting, such party shall be permanently delisted after giving due notice of non-performance and notice of permanent delisting. Such party shall not qualify for automatic enlistment again unless approval of next higher authority (to the authority that approved permanent delisting) is obtained after recording valid reasons for again enlisting such party. Permanently delisted parties shall not be retained on the parties/ contractor's list. Separate list of such parties shall be maintained along with the black listed parties.

**c) Blacklisting of parties**

In case a bidder is found guilty of bribery, corruption, dishonesty, mal-practice, submission of forged documents misrepresentation, fails to refund the amount due to the company, fails to return the balance material issued for execution of the jobs, such parties shall be black listed. This shall be on the basis of recommendation of the executive Dept., concurrence of Finance Dept. and approval of the concerned Functional Director in the case of Corporate Office. Action taken against such a bidder shall be intimated to all the Unit Heads who will follow the decision to black list the parties in their respective units. Vigilance Dept. shall also be informed about this action (through endorsement of copy of decision to CO), along with the brief of the case, for informing the other agencies, as required.

Revocation of blacklisting shall be with the concurrence of F&A Department and with the approval of next higher authority (to the authority who approved blacklisting). However, C&MD can approve revocation for the blacklisting done with his approval.

- d)** The concerned party shall be informed about the action taken regarding delisting / permanent delisting/ black listing and also for revocation of such action by NFL.

**8.8 Security Deposit (SD)**

- a) The successful bidder shall furnish a security deposit of the amount equivalent to 3% of the total contract value by way of Bank Guarantee / DD from any Nationalized / Scheduled Bank except Rural and Cooperative banks in favour of National Fertilizers Ltd., for due and faithful performance of the contract within a period of 15 days from the date of award of the contract. The Bank Guarantee for SD shall be valid up to Twelve months plus a claim period of

Three months. All expenses incurred in obtaining such deposit shall be borne by the consulting firm. The consulting firm shall be responsible for extending the validity date and claim period of the guarantee on account of any delay on their part. The Security Deposit shall not carry any interest.

- b) The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through supplier. The party shall also arrange to send BG advice (including all amendments) by their issuing bank through SFMS platform directly to NFL Banker, i.e. ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP-201301, IFSC Code ICIC0000031, as per following details:
  - i) IFN 760 COV for issuance of bank guarantee.
  - ii) IFN 767 COV for amendment of bank guarantee.
  - iii) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV/IFN 767 COV.
- c) The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act 1872 and for the extension of that section. The contract shall be deemed to be borne / given by the bidder for the performance of an essential duty.
- d) In case consultant for Phase-1 & Phase-2 are same then the security deposit of Phase-1 will be released once the security deposit for the implementation of selected business opportunities (if any) of Phase-2 is received from the selected consultant. However in case the Consultant for Phase-1 & Phase-2 is different or NFL decided not to engage the Consultant for Phase-2 then SD will be released before expiry of claim period of Phase-1. (Annexure-19).
- e) It shall be lawful for NFL, if any differences or dispute are likely to occur, to defer payment of the security deposit or any portion thereof, which may be due for release until such difference and dispute, has been finally settled or adjusted.

## **8.9 Contract Period**

**Phase-1** of the contract shall be for a period of 24 weeks from the Zero Date. The scope of the work order should be completed during this period as per the timelines specified. However, if the delay in delivery is due to Force Majeure conditions or reasons attributed to NFL, NFL may extend this contract for a further period beyond the scheduled contract completion date. For any such extensions, terms and conditions shall remain the same. The decision to extend the contract shall be at the sole discretion of NFL and the bidder shall not claim

any rights for extension of contract. Acceptance of services beyond the scheduled delivery period will not be construed as condonation of delay.

#### **8.10 Acceptance for Phase-2**

The Bidder shall agree to accept the orders for Phase-2 (to be submitted as part of the attached Bid Form, Annexure-2), if so decided by NFL, in terms of Clause 4.30 of Instructions to Bidders within the stipulated timelines for accepting the same. This acceptance will be a part of the work order for Phase-1. Non-acceptance of this condition at the bidding stage will make the bid liable for rejection. The security deposit will be released once the security deposit for the implementation of selected business opportunities under Phase-2 is received. In case of non-acceptance of Phase-2, if awarded to same Bidder who was awarded Phase-1 assignment, after completion of Phase-1, the security deposit submitted for Phase-1 shall be forfeited.

#### **8.11 Travel expenses**

The bidders should quote the prices inclusive of all charges, overtime charges, out of pocket allowance, local travel in NCR region. However, for travel outside the Delhi-NCR region, NFL will arrange 2nd AC rail/ economy class air tickets, local travel in tour city, and NFL guest house/ hotel whichever applicable (limited to NFL's E7 level for partner/director, E6 level for the project manager and E5 for consultant). NFL at its discretion may or may not accept the proposed visit and may suggest alternate interaction mechanisms like video conferencing.' All train/ flight/hotel/guesthouse bookings will be made by NFL. Any other expenses not mentioned above shall be borne by the consulting firm themselves. Expenses towards any international travel of the team members (if required), if done on NFL's behest shall be borne by NFL.

#### **8.12 Global resource sharing**

All the global resources including domain area experts of the bidder should be available to NFL for this engagement without any additional costs. For this, the bidder must provide (i) Letter of Comfort for sharing the global resources (**Annexure-20**), (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid.

#### **8.13 Price escalation**

The rates will be valid until the entire scope of the RFP, for Phase-2. Rates shall be arrived in the manner prescribed in Clause 4.30 of Instructions to Bidders. No escalation in the rates shall be accepted during the entire period of the contract.

#### **8.14 Liquidated Damages (LD) for the Delay**

In case the successful bidder fails to complete the services within stipulated period then unless such failure is due to force majeure as defined earlier in this document, NFL shall have the right to recover a sum equivalent to 1% for each week of delay or part thereof subject to maximum of 10% of contract price. NFL may without prejudice to any methods of recovery, deduct the amount of such LD from any money due or which may at any time become due to the consulting firm, or by recovery against the Security Deposit. Both consulting firm and NFL agree that the above percentage of price reduction is genuine pre-estimates of the loss/damage which NFL would have suffered on account of delay/ breach on the part of consulting firm and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of NFL in the matter of applicability of LD shall be final and binding. For this purpose, the total duration of the assignment shall be considered in place of intermediate stages.

#### **8.15 GST (Goods & Service Tax):**

The Goods & service tax as applicable will be paid by NFL.

The current rate of GST on various items as on the date of quotation is to be indicated by the bidders. Any subsequent increase/decrease in the above rate of GST will be to NFL Account. A certificate together with documentary evidence in support of variation in GST will be submitted by the bidder to NFL. However, bidders who are exempted from the payment of GST (if any) shall not be entitled for reimbursement of any subsequent levy of GST during execution of the work.

In case of any statutory increase/decrease in the GST beyond the rates prevalent on the date of tendering, the bidder will give a certificate quoting the number and date of the notification and the effective date for the change and furnish a copy of the notification for any such increase/ decrease. Any such increase in the GST or any statutory new imposition of GST will be to NFL's account. Similarly any benefit of statutory decrease in the rate of GST would be passed on to NFL by the bidders.

The benefit due to set off of GST, if any, shall be taken by NFL and the same shall not be considered during evaluation of bids.

#### **8.16 HSN / SAC CODEs:**

The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the HSN/SAC code of item and applicable category of GST

(i.e. whether IGST, CGST, SGST, UGST). A proper invoice in the form and manner prescribed under relevant section of GST Act shall be provided by the bidder.

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

**8.18 Taxes & duties**

- a. The prices quoted by Bidder are inclusive of all Taxes, duties and other statutory levies excluding GST or which may become applicable / leviable in future or from time to time during the pendency of the contract. Unless specified to the contrary in the bid, all present and future taxes & other statutory levies shall be borne and paid for by the Bidder. Payment of Taxes shall be the responsibility of Bidder and shall not be payable by NFL and the Bidder shall not raise any dispute in this regard at a later stage. Rates quoted by Bidder and agreed finally by NFL shall be firm and shall not be subject to any escalation whatsoever throughout the contract period or extended period thereof.
- b. Successful bidder/consulting firm shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the firm only after submission of GST compliant invoice. The successful bidder/consulting firm shall raise GST compliant invoice affixing GSTIN of NFL's offices/units availing the services.
- c. NFL reserves the right to protect its interest against any loss on account of availability of GST credit, wherever such GST ITC is available as per GST Law provisions.
- d. GSTIN of NFL will be provided to the contractor along with the work order.
- e. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- f. Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the service provider(s) by NFL.

**8.19 Terms of Payment:**

Applicable GST shall also be recoverable from the contractor in case of levy of Liquidated Damages as per the **Terms & Conditions of Contract**.



### 8.19.1 Phase-1

Payments for Phase-1 will be made as per the schedule below:

Sr.	Milestone	% Payment of the Work Order Value
1	Completion of <b>Stage-I</b> and acceptance by the approving authority	5%
2	Completion of <b>Stage-II</b> and acceptance by the approving authority	15%
3	Completion of <b>Stage-III</b> and acceptance by the approving authority	35%
4	Completion of <b>Stage-IV</b> and acceptance by the approving authority	30%
5	Completion of <b>Stage-V</b> and acceptance by the approving authority	15%

Payment will be made only against receipt of the GST compliant invoices and as per the schedule prescribed for each activity. NFL's authorized officer will duly authenticate & certify each document before processing the claim. NFL, through electronic fund transfers, shall make payment within 45 days after submission of bills certified for payment.

### 8.19.2 Phase-2

Payment for Phase-2 will be done on a quarterly basis subject to acceptance of mutually agreed deliverables.

**ANNEXURE-1****CHECKLIST**

(To be filled by the bidder and submit along with the Part-A bid)

<b>Sr.</b>	<b>PARTICULARS</b>	<b>NFL'S REQUIREMENT (to be submitted)</b>	<b>Confirmation Y/N</b>
<b>As part of Part-A bid</b>			
1	Bid Form	Annexure-2	
2	General Declaration Certificate	Annexure-3	
3	Power of Attorney	Annexure-4	
4	Pre-bid meeting (clarifications sought)	Annexure-5	
5	No Deviation Certificate	Annexure-6	
6	Unpriced Price Schedule	Annexure-7	
7	Turnover from consulting works (PQR)		
8	Experience of the consulting firm (PQR)	Annexure-8	
9	CV of all team members (PQR)	Annexure-9	
10	Experience of the consulting firm	Annexure-10~12	
11	Experience of the team deployed	Annexure-13~16	
12	Integrity Pact Agreement	Annexure-17	
13	Non-Disclosure Agreement	Annexure-18	
14	Bank Guarantee	Annexure-19	
15	Letter of comfort	Annexure-20	
16	Agreement	Annexure-22	
17	Certificates copies to be submitted: i) Registration Certificates ii) Permanent Account Number iii) GST registration iv) PF registration v) Proof of Arrangement with the parent		
18	Confirm that all pages of Part-A and subsequent clarifications/corrigendum are signed, dated and stamped.	Bidder to confirm	
19	One original & two copies of Part-A bid submitted		
20	Both Part-A & Part-B bids submitted in sealed envelopes	Bidder to confirm	

<b>Sr.</b>	<b>PARTICULARS</b>	<b>NFL'S REQUIREMENT (to be submitted)</b>	<b>Confirmation Y/N</b>
21	Part-A bid is accompanied by an un-priced price schedule and does not contain any financial information	Bidder to confirm	
22	Bid is free from any overwriting, correction, cutting, etc. in case of any such overwriting, correction, cutting, etc. has been attested	Bidder to confirm	
<b>As part of Part-B bid</b>			
1	Price schedule (Part-B)	Annexure-21	
2	Price bid (only original) has been submitted in a separate sealed cover	Bidder to confirm	
3	Bidder has not made any omissions or left any blank items in the price bid	Bidder to confirm	
<b>Goods &amp; Service Tax (GST)</b>			
		<b>NFL'S REQUIREMENT (to be submitted)</b>	<b>Indicate GST Rate in Percentage</b>
1	Applicable rate of GST	Bidder to indicate	

Place & date      Signature & seal of the Authorized Signatory

## **ANNEXURE-2**

### **BID FORM**

(To be typed in the letterhead of the bidder)

*To,*

(Write Name & Address of Officer of NFL inviting the bid)

Dear Sir/ Madam,

Having examined the RFP No [•] we, the undersigned, hereby offer to provide consultancy services in conformity with the terms and conditions of RFP.

We are enclosing our bid including "Techno-commercial bid, Part-A" in original plus two copies and "Price bid, Part-B" in original with the details as per the requirements of the Proposal Documents, for your evaluation. It is further noted that it is not permissible to put any remarks/conditions in the "Price bid" and we agree that the bid shall be rejected on doing so.

The offer is valid up to 180 days from the due date of submission of the proposal document. i.e. [•].

Should our offer be accepted by NFL for Award, we further agree to furnish 'Security Deposit' for the work as provided for in the RFP Conditions within the stipulated time as indicated by NFL.

We further agree to execute all the works referred to in the said Request for Proposal upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto. We specifically agree to accept orders for Phase 2 or any other specific assignment, as decided by NFL within the empanelment period of three years, in accordance with Clause 4.30 of Instructions to Bidders.

Until a formal contract is prepared and executed, this bid, together with your LOI/ Work order, shall constitute a binding contract between us.

Place & date

Signature & seal of the Authorized Signatory

## ANNEXURE 2A

### BID SECURITY DECLARATION FORM

Date: \_\_\_\_\_

RFP No. \_\_\_\_\_

To,

Chief Manager (MS)  
National Fertilizers Limited  
Corporate Office  
A – 11, Sector – 24  
Gautam Budh Nagar (UP)

I / We the undersigned, declare that:

I / We understand that, according to the conditions of the RFP/tender documents, bids must be supported by a Bid Security Declaration.

I / We accept that I / We may be suspended without any notice from bidding for any contract issued by your Company for a period of one year for committing a breach of obligation(s) under the RFP / tender conditions, because I / We

- a) Have withdrawn/modified/amended the bid during the period of bid validity; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) Fail or refuse to execute the contract within the specified time, if required, or
  - (ii) Fail or refuse to furnish the Performance Security within the specified time, in accordance with the terms and conditions of the RFP / tender documents.

(Name & Signature with seal)

(Proprietor/Partner/Director/Authorized Signatory)

**ANNEXURE-3**  
**GENERAL DECLARATION CERTIFICATE**

To,

(Write Name & Address of Officer of NFL inviting the bid) Dear Sir/Madam,

Sub: Declaration by the authorized signatory

Ref: RFP Ref No:[•]

I, [•] hereby certify that all the information and data furnished with regard, to this RFP No. [•] are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I hereby certify that all the documents submitted by us in support of the possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by National Fertilizers Limited.

I hereby further confirm that no tampering has been done with the documents submitted in support of our qualification as a bidder. I understand that at any stage (during the bidding process or while executing the awarded works) if it is found that fake/false/ forged bid qualifying / supporting documents/certificates were submitted, it would lead to summarily rejection of our bid/termination of contract. NFL shall be at liberty to initiate other appropriate actions as per the terms of the bid / Contract or other extant policies of National Fertilizers Limited.

Further, we hereby declare that

- a) No other Firm / Sister concern/Associate belonging to the same group is participating /submitting this RFP.
- b) That our firm/company, associates, Sister Concern, etc. have not been black listed, delisted or put on holiday by any institutional agency/Govt. Dept./Public Sector Undertaking in the last two years..

I, further certify that I have been duly authorized by my company i.e. under mentioned bidder for signing and submission of bids and all other documents.

Place & date

Signature & seal of the Authorized Signatory

## ANNEXURE - 4

### Format for Power of Attorney

(To be provided in original as part of Credentials/PQR on stamp paper of value Rs XXX/- required under law duly notarized & signed by Board of Directors or the Company Secretary of the Bidder in case of company and by all partners in case of firm)

Dated: \_\_\_\_\_

### POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the Person), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation, Employee Number. and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal against NFL RFP No. -----dated ----- for award of contract for **“Empanelment/Engagement of a Consulting Firms for Identification of New Growth Opportunities, Development of Strategies & Preparation of Implementation Roadmap for each opportunity”**, including signing and submission of all documents and providing information and responses to clarifications / enquiries, etc., as may be required by NFL, representing us in all matters before NFL, and generally dealing with NFL in all matters in connection with our Proposal against the aforesaid NIT.

We here by agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

Accept

(Signature)  
(Name, Title and Address  
Attorney)

(Attested signature of Mr. \_\_\_\_\_)  
(Name, Title, Employee No. and Address of the  
Bidder)

Witness  
(Signature)  
(Name, Title and Address)

### Notes:

- ❖ To be executed by the Bidder
- ❖ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ❖ Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

**ANNEXURE – 5**

**PRE- BID MEETING (CLARIFICATIONS SOUGHT)**

RFP Ref no.:

Name of the bidder:

Sr.	Reference of bid Document				Suggestion / Query
	Page No.	Section No.	Clause No.	Subject	

Place & date

Signature & seal of the Authorized Signatory



## **ANNEXURE – 6**

### **NO DEVIATION CERTIFICATE**

(To be typed in the letterhead of the bidder)

To,

{Write Name & Address of Officer of NFL inviting the bid}

Dear Sir/ Madam,

#### **Sub: No Deviation Certificate**

Ref: 1) RFP Ref no:

[•]

2) All other pertinent issues to date

We hereby confirm that we have not changed/ modified/ materially altered any of the RFP documents as downloaded from the website/ issued by NFL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any terms and conditions and nor have we taken any deviation from the RFP conditions together with other references applicable for the above-referred RFP.

We further confirm our unqualified acceptance to all Terms and Conditions and unqualified compliance to RFP Conditions.

We confirm to have submitted our offer in accordance with RFP instructions and as per aforesaid references.

Thanking you,

Yours sincerely,

Place & date

Signature & seal of the Authorized Signatory

## ANNEXURE – 7

### UNPRICED PRICE SCHEDULE (PART-A)

RFP no:

Subject:

Name of bidder:

Sr.	Item description	Amount excluding GST (In Rupees)
1	Lump-sum consultancy charges for Phase-1 only	QUOTED

Place & date

Signature & seal of the Authorized Signatory

*Note: Price not to be mentioned in this annexure*

## **ANNEXURE – 8**

### **Experience of the consulting firm list of reference works (Clause 6.1/b)**

(To be typed in the letterhead of the bidder)

Sr.	Name of Consultancy assignment	Name, Address, Contact number of the Client	Work order no. & Date	Value of order	Zero date	Completion Date
1						
2						
...						

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Place & date

Signature & seal of the Authorized Signatory

## ANNEXURE – 9

### CV of Team Members

(Please attach a separate sheet for Lead Partner/Partners, Project Manager & Consultants)

1	Name of the Team Member	
2	Current Designation in the firm	
3	Proposed position in this assignment	
4	Years in the Firm	
5	Date of Birth	
6	Nationality	
7	Education Qualification	
8	No. of years of consulting experience	
9	No. of years of consulting experience in similar works (for partner & project manager)	
10	Area of Expertise	
11	Major Achievements	

I/ We, the undersigned, certify that, to the best of my/ our knowledge and belief, this profile correctly describes the team member, his/ her qualifications, and his/ her experience. I/ We understand that any willful misstatement described herein may lead to disqualification or dismissal of the team member, if engaged.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/are aware that I/we may be held liable for it and NFL has the right to reject the offer in full or part without assigning any reasons, whatsoever.

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-10 [Clause 6.2/B(i)]**

Experience of the consulting firm

**(No. of similar works undertaken globally)**

To be typed on letterhead of CEO/COO/Country Head/Director/equivalent

Sr. No.	Project	Name, Address, Contact number of the Client	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place & date

Signature & seal of the Authorized Signatory

Note: Supporting documents to be submitted.

**ANNEXURE-11 [Clause 6.2/B(ii)]**

**Experience of the consulting firm  
(No. of similar works undertaken in India)**

To be typed on letterhead of CEO/ COO/Country Head/Director/equivalent

Sr. No.	Project	Name, Address, Contact number of the Client	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-12 [Clause 6.2/B (iii)]**

**Experience of the consulting firm  
(Number of similar works undertaken in Indian CPSEs/Government)**

To be typed on letterhead of CEO/ COO/Country Head/Director/equivalent

Sr. No.	Project	Name, Address, Contact number of the Client	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-13 [Clause6.2/C(i)]**

Experience of the team deployed

**(Number of similar works undertaken by lead partner/ partners in India / Globally)**

To be typed on letterhead of CEO/ COO/Country Head/Director/equivalent

Sr. No.	Project	Name, Address, Contact number of the Client	Work order ref.	Work Order date	Value of order	Brief of	Completion
						Work	Date
1							
2							
...							

Place & date

Signature & seal of the Authorized Signatory



**ANNEXURE-14 [Clause 6.2/C (ii)]**

**(Number of similar works undertaken by lead partner / partners in Indian CPSEs / Government)**

To be typed on letterhead of CEO/ COO/Country Head/Director/equivalent

Sr. No.	Project	Name, Address, Contact number of the Client	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-15 [Clause 6.2/C (iii)]**

**(Number of similar works undertaken by proposed Project Manager among Indian companies)**

To be typed on letterhead of CEO/ COO/Country Head/Director/equivalent

Sr. No.	Project	Name, Address, Contact number of the Client	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-16 [Clause 6.2/C (iv)]**

**(Number of consulting works in Indian companies collectively undertaken by Consultants)**

To be typed on letterhead of CEO/ COO/Country  
Head/Director/equivalent

Sr. No.	Project	Name, Address, Contact number of the Client	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date	Name of the Consultant
1								
2								
...								

Place & date

Signature & seal of the Authorized Signatory

## **ANNEXURE – 17**

### **(INTEGRITY PACT)**

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

NFL, as one of its endeavors to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (NFL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers / Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, a Memorandum of Understanding (MoU) on Integrity Pact has been signed on 9<sup>th</sup> May, 2014 by NFL with Transparency International India (Indian chapter of Transparency International).

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (NFL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitors who ensure that concerned parties comply with their respective obligations under the Integrity Pact. Independent External Monitors (IEMs) nominated by Central Vigilance Commission (CVC) shall monitor the activities. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitors (IEMs) as per details given below:

#### **(IEMs)**

**(1) Shri Ramchander Bagdalkar**

006, HMR Purple Elites, 9th Main, 9th Cross, HBR Layout

4th Block, Kalyan Nagar Post, Bangalore-560043.

E-mail: rnbagdalkar@gmail.com;

**(2) Cmde Rakesh Anand IN (Retd.)**

16, Currie House, Mazagaon Dock Officers Qtrs

Dockyard Road, Mumbai-400010

E-mail: ansem\_2000@yahoo.com

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

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

AND

\_\_\_\_\_ hereinafter referred to as "The Bidder / Contractor"

### PREAMBLE

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

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

### **Section-1: Commitments of the Principal.**

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

## **Section 2: Commitments of the Bidder(s)/Contractor(s)**

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

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

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

#### **Section 4: Compensation for Damages**

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

#### **Section 5: Previous Transgression**

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

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

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

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

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

#### **Section 8: Independent External Monitor/Monitors**

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

request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

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

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

## **Section 9: Pact Duration**

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

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



## Section 10 : Other Provisions

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place\_\_\_\_\_ Date\_

Witness 1 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 1 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ANNEXURE – 18**

### **NON-DISCLOSURE AGREEMENT**

(To be signed with the selected bidder)

M/s...

(Name and details of the consulting firm)

#### **Non-Disclosure Agreement**

NFL has appointed M/s [•] (hereinafter referred to as 'Consulting Firm') for providing services with regard to "Engagement of a Consulting Firm for Identifying & Executing New Growth Opportunities"

For purpose of this Agreement, "confidential information" means all information whether oral, hard copy or electronic which may be disclosed or to which the recipient may be provided access in accordance with this Agreement or which is generated as a result of or in connection with the business purposes which is generally not made available to the public.

As a condition of the consulting firm's involvement in this work with NFL, the consulting firm will be bound by the following terms and conditions (hereinafter also the "Agreement"):

- In performing the duties for which the consulting firm has been associated with NFL, the consulting firm may see and have access to confidential, sensitive and/or private information (hereafter "confidential information"), disclosed to him/her or known by him/her as a consequence of his/her association with NFL and not generally known outside NFL.
- During the consulting firm's involvement in this work & association with NFL and after his association is terminated, the consulting firm will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of NFL, any confidential information, in any form, except to the extent such disclosure, discussion or sharing is authorized by NFL.
- The consulting firm will not use confidential information for his/her own personal purposes.
- The consulting firm will not copy or remove any information from NFL materials containing confidential information, except to the extent that the consulting firm is given permission to do so by NFL.
- The consulting firm will not look at, examine, or retrieve any document, file, or database, except those to which the consulting firm is authorized to access and which are necessary for him/her to access in order to perform his/her assigned duties.

- The consulting firm will not discuss or share with any unauthorized person, group or department, inside or outside NFL, any conclusions that the consulting firm or others draw from confidential information if discussing or sharing those conclusions would reveal any confidential information.
- If the consulting firm is ever uncertain whether any information is confidential or not, the consulting firm will resolve all uncertainties in favor of preserving the confidentiality of that information, and the consulting firm will seek clarification from NFL before engaging in any conduct that could jeopardize the confidentiality of the information.
- If the consulting firm has to disclose the confidential information to a person inside NFL, it is his/her responsibility to inform that person about the confidentiality code laid here and to make him/her accept this code before giving the confidential information to him/her.
- If the consulting firm becomes aware that a breach of confidentiality has occurred due to his/her own or others' acts or omissions, the consulting firm will immediately notify NFL.
- Upon termination of his/her assignment or as requested by NFL, the consulting firm will return all material containing confidential information to NFL.

### **Exceptions**

The confidentiality obligations shall not apply to:

- information which is, or later becomes obtainable from other non-confidential sources,
- information that was known to the recipient prior to the disclosure thereof; as evidenced by written records,
- information that the NFL waives the recipient's duty as to the confidentiality in writing.
- disclosure of information required by law, any decree or order of Government authority, by court or statutory law, by judicial/quasi-judicial bodies, statutory bodies.

The consulting firm agrees to abide by the clauses of the Confidentiality Agreement that NFL has executed with the consulting firm.

The obligations contained in this Agreement shall subsist for a period of one year from the date of signing this Agreement and shall not terminate upon completion or termination of the Exercise or Discussions.

The provisions of this Agreement shall be governed by and construed in accordance with the laws of India and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Indian courts located at New Delhi.

Please indicate your acceptance of the terms hereof by returning the enclosed copy of the present letter countersigned by your company's authorized representatives, whereupon it shall become a binding agreement.

National Fertilizers Limited

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed and accepted by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE – 19**  
**BANK GUARANTEE**  
**(IN LIEU OF SECURITY DEPOSIT)**

(To be executed on non-judicial stamp paper of appropriate value)

**SECURITY DEPOSIT - BANK GUARANTEE FORMAT**

(To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core -III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and \_\_\_\_\_ a Company incorporated in \_\_\_\_\_ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of \_\_\_\_\_ as envisaged in the Contract, Contractor has to submit a Security Deposit - Bank Guarantee for Rs. \_\_\_\_\_.

CONTRACTOR accordingly agrees to furnish the Security Deposit - Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

The decision of the Owner as to whether the terms and conditions of this Security Deposit - Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit - Bank Guarantee is limited to Rs. \_\_\_\_\_.

- 1) In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.
- 2) This Security Deposit - Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit - Bank Guarantee shall become null and void.
- 3) This Security Deposit - Bank Guarantee shall be in addition to and

shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

- 4) UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-Bank Guarantee will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
- 5) Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
- 6) The Security Deposit-Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
- 7) The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020/2021.

Bank Name:

(Indicate the name of the Bank with stamp)

**ANNEXURE-20**  
**LETTER OF COMFORT**

(on the letterhead of parent company of the bidder)

To,  
(Write Name & Address of Officer of NFL inviting the Tender)

Dear Sir/ Madam,

**Sub: Comfort Letter**

We hereby confirm that, for the work under RFP no. [•] for Empanelment/Engagement of a Consulting Firm for Identification of New Growth Opportunities, Development of Strategies & Preparation of Implementation Roadmap for each Opportunity for NFL, [•] [the name of the parent company] is willing to provide access to all its global partners/ domain area experts to NFL, as and when required by NFL for this assignment, without any additional costs.

On behalf of [name of  
the parent company]  
[Signature &  
seal] Place &  
date

Signature & seal of  
CEO/country head/  
Director/ equivalent

Place & date

**ANNEXURE-21**  
**PRICE SCHEDULE (PART-B)**

RFP no:

Subject:

Name of bidder:

<b>Sr.</b>	<b>Item description</b>	<b>Amount excluding GST (In Rupees)</b>
1	Lump-sum consultancy charges for Phase-1 only	

Place & date

Signature & seal of the Authorized Signatory



**CIN No.:**

**ANNEXURE – 22**  
**AGREEMENT**

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ 2020/2021 between NATIONAL FERTILIZERS LIMITED, a Government of India Undertaking a Company incorporated under the provisions of the Companies Act, 1956 having its Registered office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003, and Corporate Office at A-11, Sector-24, NOIDA, Distt. Gautam Budh Nagar, U.P. – 201301, hereinafter called the 'Owner', which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and permitted assigns of the ONE PART and M/s \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called the 'Contractor') which expression shall unless repugnant to context or contrary to the meaning thereof include its successors and permitted assigns of the other part.

WHEREAS vide RFP No. \_\_\_\_\_ dated \_\_\_\_\_, NFL has desired the engage a Consulting Firm for Identification of New Growth Opportunities, Development of Strategies & Preparation of Implementation Roadmap for each opportunity.

AND WHEREAS M/s \_\_\_\_\_ vide its offer dated \_\_\_\_\_ and subsequent confirmations have agreed to execute the -job and is fully aware of the Owner's requirement and other information as may be required for fulfilling their obligations under this contract.

AND WHEREAS the Owner has awarded the job for Identification of New Growth Opportunities, Development Strategies & Preparation of Implementation Roadmap for each opportunity to a the Consulting Firm M/s \_\_\_\_\_ vide Work Orders No. \_\_\_\_\_ dated \_\_\_\_\_ at value / rates and or referred to in the Pricing Structure, Terms of Payments and Other Terms and Conditions of contract consisting of Tender acceptance thereof, copy hereto annexed, construing and forming the part of the Contract herein referred to.

AND WHEREAS the Contractor has agreed with NFL to execute the said job, the Owner has accepted the tender of M/s \_\_\_\_\_ for the provision and execution of the said job at the rates stated in the Pricing structure upon the terms and conditions contained in the agreement.

Now this Deed of Agreement Witnesses as follows:

1. The Contractor shall provide deliverables on or before the dates mentioned in the contract including all other acts, things, deeds as described in the contract or which are implied or

necessary for the successful completion of the said work and in the manner as provided in the terms & conditions of the contract.

2. The Contractor shall execute the work with promptness, due diligence to the satisfaction of the Owner and complete the same in all respects in accordance with the specifications, drawings, terms & conditions contained in the contract.
3. It is agreed between the Owner and the Contractor that the time is the 'essence of the contract' and further agreed that the contract will be completed within 24 (Weeks) from the date of issue of LOI/Work Order i.e. \_\_\_\_\_ therefore any delay in completion would attract imposition of suitable L.D./Damages as per RFP clauses.
4. All work, executed or under execution, in pursuance of this contract shall at all times be open for inspection and supervision of the Owner.
5. The Contractor shall perform its / his obligations under the contract and shall execute the job in the manner as contained in the contract and observe the terms and conditions of the contract. The Owner shall pay to the Contractor the amount due for the job successfully executed as per the agreed schedule and such other sum or sums becomes payable to the Contractor under the Contract.
6. The Contractor hereby agree to pay to the Owner the amount /amounts payable to the Owner for the services, if any, rendered to the contractor and such other sums as may become payable to the Owner towards losses, damages etc. for the reasons attributable to the contractor under the contract.
7. **Arbitration:**  
*Applicable arbitration clause in terms of Clause 7.20 RFP shall be incorporated.*
8. In the event of assignment approved by Owner and occurrence of any loss or injury thereafter and job is not completed as per the satisfaction and specification mentioned in the RFP, the Contractor shall be liable to duly compensate the Owner M/s National Fertilizers Limited in this regard.
9. The contract including all matters connected with this contract, its meaning and interpretation, and the relation between the parties shall be governed by and construed in accordance with the applicable Indian Law and shall be subject to the exclusive jurisdiction of Indian Courts at New Delhi (India).
10. The contract shall remain valid for a period of one year from the date of award i.e. Date of issue of Work Order/LOI.
11. The documents such as Request for Proposal Reference No. (NFL/CO/MS/CONSULTANCY/2020-21/1), Techno-Commercial Bid and Price Bid

submitted by the Contractor, Tender Documents, Letter of Intent / Acceptance, Work order, Formal agreement, accepted schedule of rates, special specifications if any, and all the documents taken together and as modified from time to time in writing shall be deemed to form and construe the part of contract.

In the presence of Witness  
(Signature & Addresses)

1 .....

(Signature)

Name

Address

2 .....

(Signature)

Name

Address

Signed & delivered on  
behalf of

For M/s .....

Name

Address

For NATIONAL FERTILIZERS LIMITED

Name

Address