



नेशनलफर्टिलाइज़र्सलिमिटेड

(भारत सरकार का उपक्रम)

National Fertilizers Limited

(A Govt. of India Undertaking)

गोहाना रोड, पानीपत-132 106 (हरियाणा)

Gohana Road, Panipat- 132 106(Haryana) India

An ISO-9001, 14001 & OHSAS-18001 Unit

CIN: L74899DLI974GOI007417

GST No: 06AAACN0189N1Z8



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Tender documents for Annual Rate Contract for Material Handling for the period of 2023-25

Tender Ref. No. NFP/ST/MHC/2023-25

Dated: 29.03.2023

1. Tender Particulars

Particulars	Details
Tender Number	NFP/ST/MHC/2023-25
Tender Notice Date	29-03-2023
Tender Title	Annual Rate Contract for Material Handling for the period of 2023-25.
Tender Fee	Not Applicable
Earnest Money Deposit (EMD)	Rs. 1,00,000/- (<i>Rs. One Lakh Only</i>)
Annualized Estimated Value	Rs. 45.70 Lakh (Inclusive of GST @18%) (based on existing ARC rates for 2021-23)

2. Enclosures

- ❖ **Annexure-A** : **Instructions to Tenderers.**
- ❖ **Annexure-B** : **Eligibility Criteria**
- ❖ **Annexure-C** : **Special Terms & conditions**
- ❖ **Annexure-D** : **Undertakings (to be attached dully filled signed & stamped)**
- ❖ **Annexure-E** : **Scope of Work**
- ❖ **Annexure-F** : **TECHNO-COMMERCIAL BID TEMPLATE**
- ❖ **Annexure-G** : **Price Bid Template**
- ❖ **Annexure-H** : **SD-cum-PBG Format**
- ❖ : **General Terms & Conditions**

**Yours Sincerely,
For & on behalf of NFL,**

**(V.K. Meena)
Manager (Materials)-Stores**

Instructions to Tenderers

- The offers shall be made online through **GeM (Government e-Marketplace) portal** <https://gem.gov.in>. The offers in this process are required to be submitted electronically in place of offers in 'hard copy under sealed envelope' as being done conventionally. Quotation of bidders against this Tender must be uploaded by prospective bidders on or before the Due/ Bid submission last date & time.
- Important Dates**

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

Sr. No.	Tender Stage	Date & Time
1	Start Document Download	29.03.2023 15:00 HRS
2	End document Download	19.04.2023 15:00 HRS
3	Due/ Submission Date	19.04.2023 15:00 HRS
4	Techno commercial Bid Opening	19.04.2023 15:30 HRS
5	Price Bid Opening	TO BE FIXED LATER ON

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

NFL reserves the right to change/amend the tender schedule (date and/or time). However, it shall be the responsibility of the bidder to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. NFL shall not be responsible if a bidder is not able to participate in any activity related to this tender due to change in tender schedule.

3. Mode of Tendering

National Fertilizers Ltd. (NFL) Panipat intends to line up the contract for Material Handling for **Twenty Four (24)** months from 01-06-2023 or the date of award of Contract/LOI whichever is later, in Two-part bid system, through GeM portal.

Work Order shall be issued for 24 months. Contract for 3 months on same rates & T&C may be extended, at the sole discretion of NFL as per Para No 1.23.0(b) of General Terms & Conditions.

In this regard, NFL invites offers from eligible bidders. The NIT will be posted on **GeM (Government e-Marketplace) portal** <https://gem.gov.in> where parties will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The proposal should be prepared in English in MS Word/Excel format. Bidder may submit the Bid Formats dully filled and signed could be scanned. Other documents could be in PDF format.

Tender documents would also be available for downloading at NFL's website www.nationalfertilizers.com and also at Central Public Procurement Portal (CPP) <http://eprocure.gov.in/cppp/>.

Bidder shall submit their bid and participate in this tender as per the requirements of the GeM portal. However, in case of any help/clarification, Bidder may contact any one of the following:-

a) **M/s National Fertilizers Limited-PANIPAT (For Tender related queries):**

- Mr. V. K. Meena, Manager (Stores), National Fertilizers Limited, Gohana Road, Panipat -132106, e-mail: ykmeena@nfl.co.in, 9041798230
- Mr. Gulshan Kumar, Dy. Mgr (Stores) National Fertilizers Limited, Gohana Road, Panipat -132106, e-mail: gulshan.kumar@nfl.co.in, Mob: 8901307560
- Mr. Gaurav Karade, M.O (Stores), National Fertilizers Limited, Gohana Road, Panipat -132106, e-mail: gauravkarade@nfl.co.in, Mob: 7747000127

- b) For any help regarding registration on portal/bid submission, you may take the help at help desk nos. given on the GeM portal itself.
4. All the bidders participating in the online 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 bidder at the time of bid process. In case any bidder submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified/ rejected with forfeiture of EMD and such bidder shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.
5. It is the entire responsibility of the bidders to protect their own login Id and Password and keep them safe so that is not misused by any other person.

6. Tender Schedule:

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening and subsequent clarification/amendment in schedule etc. shall be published on [GeM Portal https://gem.gov.in](https://gem.gov.in).

Tender Schedule is **as per clause No 2 above.**

7. Tender Opening:

The tenders will be opened electronically, at NFL, Panipat 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.

Any Tender received from Blacklisted/Delisted party shall not be opened and shall be straightway rejected.

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 meet Eligibility Criteria and Technically Qualified.

8. 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 may be taken under such an eventuality:-

1	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
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 bidders who do not submit EMD will not be considered for Technical evaluation. **However, exemption of EMD may be given to MSE parties on submission of valid UDYAM MSME REGISTRATION CERTIFICATE.** The Bidder who does not qualify Techno-commercial Bid evaluation, their Price Bids shall not be opened.

Demand draft/s, if any favoring National Fertilizers Ltd., Panipat payable at Panipat for Rs. 1,00,000/- (Rs. One Lakh Only) towards Earnest Money Deposit (EMD) must be submitted to NFL at the following address:-

Name : Manager (Materials) - Stores
 Address : National Fertilizers Limited, Gohana Road, Panipat -132106
 Email : gulshan.kumar@nfl.co.in; vkmeena@nfl.co.in; gauravkarade@nfl.co.in (for providing dispatch details etc.)

The submission of EMD can also be done through e-transfer in NFL account through RTGS/NEFT as per details given at Sr. No. 18.

9. The Tender Enquiry number must appear on all correspondence and documents. While submitting the bids, Tenderer shall ensure the completeness of the information/documents as detailed in the tender document.
10. Any clarifications on procedure, tender 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 email/post at least 7 days prior to closing date of the Tender. Postal delays shall not cause postponement of tender processing date & tenderers in their own interest shall take all steps that are necessary for them to participate in tender well in time.
14. All information sought by NFL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of tenderer to comply with requirements of NFL within stipulated time shall entitle NFL to proceed with the tenders on the basis of information available with it. No responsibility for postal delays/system failure shall rest on NFL.
15. Tender shall be submitted under a Two-Stage Bid system electronically as specified below:
- TECHNO-COMMERCIAL BID TEMPLATE** shall be for: “**Technical & Commercial Un-Priced Offer with Earnest Money**”. It shall contain all the required documents as spelt out in the tender document.
 - Price Bid Template** shall contain Rates.
 - TECHNO-COMMERCIAL BID** will be opened on the due date of opening after satisfactory deposit of EMD. The tenderer 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 tenderer must submit the authorisation letter for taking part in the discussions.
16. NFL reserves the right to accept or reject any bid in whole or in part or all bids and also does not bind to accept the lowest bid. The tender can be split between two or more contractors without assigning any reason thereof as per the requirement on case to case basis.
17. NFL may not consider any bid, which is incomplete or not submitted in accordance with the provisions, set forth in the bid documents as incomplete and may reject the same or waive any deficiencies in any or all the bids.
18. **EARNEST MONEY DEPOSIT (EMD):**
- Tenders must be accompanied by Earnest Money Deposit of **Rs. 1,00,000/- (Rupees One Lakh Only)**. EMD can be submitted in the form of a Crossed Demand Draft in favor of National Fertilizers Limited on any Nationalized / scheduled bank except rural or co-operative banks, payable at Panipat, preferably Bank of India, Ext. Counter, NFL Panipat OR e-transfer in NFL account through RTGS/NEFT. Tenders without EMD treated straightaway rejected.
NFL's Bank Details:
Bank Name: Bank of India
A/C No: 675130100009001
IFSC Code: BKID0006751
Branch Name: Panipat Branch, Haryana-132103
 - Cheques will not be accepted in any case.
 - Earnest money will be forfeited at the sole discretion of NFL, in case party after intimation from NFL of the acceptance of his tender, either wholly or in part, refuses to accept the Work Order or changes any of the conditions of the tender or changes the rates and/or terms and conditions of the tender within validity period. If the successful party does not deposit the security as stipulated in the Work Order, EMD will be forfeited without further reference. Delisting process be initiated as per NFL rules.
 - EMD of the successful party shall adjusted against the security deposit as per Para 19 given below.
 - No interest will be paid on the E.M.D. of either the successful tenderer (s) or unsuccessful tenderer (s).
 - EMD of the unsuccessful party shall be refunded within one month after placement of order against this tender.

19. SECURITY DEPOSIT

The contractor shall deposit Security Deposit (SD) towards faithful performance of the contract. **The Security Deposit shall be @ 3% of the Contract / Work Order value** which is required to be deposited within 15 days of the issue of LOI / Work Order. EMD can be adjusted against SD.

In case work is split between two or more parties, SD shall be deposited based on the value of split order. Security Deposit submitted during first year of the contract period shall be retained for faithful execution of the contract for remaining period. Further security deposit will not be deducted during the remaining period of contract unless the yearly executed value exceeds the executed value of the contract during first year. No interest will be payable on EMD amount and Security Deposit. Any amount recoverable from the contractor shall be deducted from Security Deposit. The SD will be refunded after the defect liability period as specified in Para 1.29.0 of General Terms & Conditions.

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Garmin / Co-operative Bank in the form specified by NFL (Annexure-H) against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of ___ months (contract period plus defect liability period) plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor. The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC

Code ICIC0000031, as per following details:-

(i) IFN 76 COV for issuance of bank guarantee

(ii) IFN 767 COV for amendment of bank guarantee

(iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of

IFN 76 COV/IFN 767 COV.

(iv) Issuing bank shall mention NFL beneficiary code as

NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

20. **Validity of the bids** shall be for **120 days** from the date of opening of the techno-commercial bid.
21. The price bids of only such tenderer will be opened who meet Eligibility Criteria all the laid down Technical & Commercial requirements. The date and venue of price bid opening will be intimated to the tenderers.
22. The tenderer shall confirm in the technical & commercial bid that all the payment & other terms & conditions stipulated in the enquiry are acceptable to them.
23. The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the **HSN code** of item/**SAC Code** in case of service and applicable category of GST(i.e. whether IGST,CGST,SGST,UGST). Applicable GST shall be paid extra as per Para 1.6.0 of General Terms & Conditions.
24. Bidders shall have valid GSTIN/GST, provisional ID and provide Invoice and all other documentation in such form and manner as may be prescribed under 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.

25. The following documents are to be submitted online with the offer, failing which the tender will be liable for rejection:

- a) Certified copy of Permanent Account Number (PAN) from Income Tax Authorities.
- b) Certified copy of Proof of PF Registration No.
- c) Certified copy of GST Registration No. along with documentary proof thereof.
- d) Certified copy of ESI Registration No. along with documentary Proof.
- e) Declaration Forms I & II.
- f) An Affidavit in original on Non-judicial Stamp Paper of appropriate value attested by Notary stating:

With reference to NIT No. _____ dt. _____ of National Fertilizers Ltd., Panipat for the work _____ I, _____ S/o Sh. _____ R/o _____ do hereby solemnly affirm and declare as Proprietor / Partner / Authorized signatory of the firm on behalf of M/s _____ as under:-

- i) That my/our firm/sister concern / their associates etc. has not been black listed, debarred, de-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.
 - ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for the job.
 - iii) That the information furnished by me/us in respect of above Tender is true and correct and nothing has been concealed. In case any of information is found to be false and incorrect at any stage, NFL shall be fully competent to take the necessary action as deemed fit.
- g) Eligibility Criteria in prescribed Proforma enclosing all the supporting documents.
 - h) Information regarding Tenderer in the Performa (1) to (4) attached.
 - i) Power of Attorney in the name of person, who has signed the Tender Documents (in case of Partnership Firm or otherwise as the case may be).
 - j) All the tenderers will have to sign the agreement in the format attached with the NIT for all tenders having value of Rs. 1 Crore and above in compliance of Integrity Pact. Agreement proforma is also being displayed at NFL Web Site. Agreement duly filled, signed and stamped shall be submitted along with the technical bid failing which bid will not be accepted techno-commercially for opening of price bid and will be rejected.
- 26.(a) The Tenderer is required to furnish the details regarding its status of Micro, Small and Medium Enterprise under the MSMED Act, 2006 under Sr. No. 6 of declaration form-II at the time of submission of their quotation. The benefits of the Public Procurement Policy for MSEs Order, 2012 shall be considered only if self- certified copy of valid registration certificate of MSME as per the MSMED Act, 2006 along with the status of MSEs owned by SC/ST Entrepreneurs, if applicable, is provided. In case no information is given by tenderer, it will be presumed that he is not covered by the Act and consequently not eligible for any benefits under the Act.
- (b) The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 shall not be applicable on Works Contracts means wherein transfer of property in Goods involved in execution of such contracts i.e. wherein both material and services are involved.
 - (c) Evaluation of offer shall be on overall L-1 basis. **The bidder must quote item wise price in the Price Bid Template (Annexure-G) and fill the Total Amount (inclusive of GST) as per Annexure-G in the Price Bid on portal. The total amount (inclusive of GST) shall be considered for evaluation of offers.**
27. The prospective tenderer having any common Partner / Director / Managing Director etc. or having any other common criteria shall be considered as Sister / Group / Associates Company. In such cases only one of them will be eligible for participating in the tender.
28. While submitting the offer, Bidders may ensure that tender documents / offer have been signed by authorized signatory or the Company. Subsequent withdrawal of offer / non-acceptance of orders placed based on offers submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.

29. One person will be allowed to represent only one Company during discussion, negotiation with NFL. If same person is representing different companies with authorization letter from more than one Company, such person will be allowed to represent only the first Company called for negotiation.
30. If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders up to a period of 2 years.
31. All bidders/service providers/ vendors/ consultants etc. shall be required to certify that they would adhere to Anti-Fraud Policy of the Company and not indulge or allow anybody else working in the Company to indulge in fraudulent activities and would immediately apprise the Company of the fraud/suspected fraud as soon as it comes to their notice. In case of failure to do so, the Company may debar them for future transactions. The Policy is being displayed at Company's Web Site. This condition shall form part of documents both at the time of submission and execution of agreements and contracts with suppliers and service providers, etc.
32. This letter shall form part of the contract document and shall be signed and returned along with all other tender documents like STC/GTC/Technical Terms & Conditions/ Scope of Work/SOR etc.
33. The contractor shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for schedule of Price.
34. The Clause No. 1.40.03 of General Terms & Conditions may be read as under:
"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD (Administrative Mechanism for Resolution of CPSE Disputes) as mentioned in DPE OM No. 5/0003/2019-FTS-10937 dated 14-12-2022.
35. The Clause No. 1.28.0 of General Terms & Conditions may be read as per Clause No. 19 of Instructions to Tenderers (Annexure-A) of NIT.
36. No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the party has mentioned any condition or deviation in Price bid shall be out rightly rejected.

Thanking You,

Yours faithfully,

For and on behalf National Fertilizers Limited.

Read carefully and accepted.

Signature of the Bidder/Authorized Signatory.

Name & Seal of the Firm/Co.

Place: _____

ELIGIBILITY CRITERIA OF PARTIES w.r.t. EXPERIENCE

Ref No.	NFP/ST/MHC/2023-25
Name of Contract	Annual Rate Contract for Material Handling for the period of 2023-25
Estimated Cost (Annualized)	Rs. 45.70 Lakh (Inclusive of GST@18%)

A. Commercial Criteria

S. No.	Description	Financial Year	Details & documents to be submitted by the contractor	
1	Average annual financial turnover during last three years ending 31st March of the previous financial year, at least 30% of estimated cost i.e. Rs. 13.71 Lakh (Inclusive of GST).	2019-20 2020-21 2021-22		
	Note: Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c for the last three financial years ending on 31st March 2022 of the previous financial year. In case the bidder do not fall under the ambit of statutory audit, and do not have audited annual reports / audited Balance Sheets and Profit & Loss Statements, shall submit a statement certified by Statutory Auditor / practicing Chartered Accountant as documentary evidence in support thereof and having valid UDIN.			
2	Experience of having successfully completed similar works during last seven years ending the day of month previous to the one in which applications are invited should be either of the following:-			
	a. Three similar completed works each costing not less than 40% amount of the estimated cost. (with performance/ completion certificate) i.e. Rs 18.28 lakh (Inclusive of GST) or more.	1	Work Order Ref. No.	
			Name of Company	
			Contract Value	
			2	Contract Period
		Work Order Ref. No.		
		Name of Company		
			3	Contract Value
		Work Order Ref. No.		
		Name of Company		
			1	Contract Period
		Work Order Ref. No.		
		Name of Company		
		2	Contract Value	
	Work Order Ref. No.			
	Name of Company			
		1	Contract Period	
	Work Order Ref. No.			
	Name of Company			
		1	Contract Value	
	Work Order Ref. No.			
	Name of Company			
		1	Contract Period	

Note: Relevant experience is to be taken for a period of one year. If contract period of the completed work order is more than one year then executed value of contract shall be considered on pro-rata basis.

B. Technical Criteria

Work Order with detailed technical scope of work indicating experience related to scope of work should be submitted along with Performance & Completion Certificate.

NOTE:

1. Similar Work means work/job pertaining to handling/loading/unloading/shifting of materials or maintenance/ upkeep of Plants.
2. Self-attested documentary evidences for Annual Turnover to be enclosed.
3. Self-attested documentary evidences for Work Orders given above to be enclosed.
4. Self-attested documentary evidences for Performance/Completion Certificate of above given Work Orders to be enclosed.

Signature of the Tenderer / contractor with seal

SPECIAL TERMS AND CONDITION - MATERIALS HANDLING CONTRACT FOR CENTRAL STORES FOR THE YEAR 2023-25

01 **EMD:** Tenderers shall make a deposit of **Rs. 1,00,000/- (Rupees One Lakh Only)** as EMD in the manner as specified in Clause 18 of Annexure-A Instructions to Tenderers. Tenderer may avail the benefits of exemption of EMD on submission of valid MSME registration certificate.

TAX: TDS under GST shall be deducted as per applicable CGST/SGST/IGST Act 2017.

02 **Duration & Validity of Contract:**

i. The period of contract is for Twenty Four (24) months from **01-06-2023 or the date of award of Contract/LOI whichever is later**. However, NFL may terminate/close the contract earlier also with 15 days' notice in writing and no claim / compensation shall be payable by the owner (NFL) as a result of such termination, except the loss of meaningful services rendered by the contractor and acceptable to the owner upto the date of termination. The contract may short close in case of discontinuation of operation of plant, by any means or any other reason beyond the reasonable control of NFL.

ii. Work Order shall be issued for 24 months. Contract can be extended for 3 months on same rates & T&C, at the sole discretion of NFL as per Para no. 1.23.0(b) of GTC.

03 Defect Liability Period: The Contractor shall give the guarantee for the work done for a period of 3 months and clause No. 1.29.0 of GTC shall be applicable.

04 Scope of Work and Schedule of Rates are given in Annexure-E & G and this shall form a part of the Contract.

05 For taking Delivery of the Materials out of pocket expenses, such as, Octroi Duty, Railway/Road Freight, Weightment Charges Demurrage/Wharfage Charges, if any, and Cost of Stamp and Bonds will be borne by the contractor up to the extent of Rs.20,000/- for each consignment. These charges will be re-imbursed to the contractor on production of Bills and Receipt of such expenses on weekly basis. In case such expenses, as a total, exceed Rs. 20000/- per consignment, NFL will give advance on such consignments, subject to adjustments. Interest @18% will be charged if contractor has kept advance with him for more than three days & fails to bring material in NFL Stores.

06 NFL Crane/Hydra will be provided Free of Cost for Unloading /Loading /Shifting of all Consignments weighing 300 Kgs and more per piece/per package within the NFL Factory premises only. However, the Crane/Hydra will be provided Free of Cost only after satisfaction of Manager (Stores) regarding the weight etc. of consignment & his decision in this respect shall be final & binding on the Contractor." In case, Crane is not provided by NFL due to some unavoidable reasons for Unloading of Incoming Consignments like Grinding Rolls etc. Contractor has to unload the same manually without any extra cost to NFL.

NFL will provide Crane along with service of Operator. However, Contractor has to arrange for Tool and Tackles, Slings, Riggers and Labour.

CRANE SHALL NOT BE PROVIDED TO THE CONTACTOR FOR COLLECTION OF CONSIGNMENTS OUTSIDE THE FACTORY PREMISES.

07 The Contractor has to establish their office within the factory premises and will depute a responsible person for collecting the documents and other instructions daily from NFL Stores and arrange for collection of material from Transporters/Railway etc., as the case may be. Contractor has also to arrange Shifting/Loading/Unloading of Material from Stores/Plant. The Contractor or his authorized agent shall receive letters addressed to him from NFL office whenever required.

In case he or his Agent does not collect the letter, then NFL will post the same on his residential address by Registered Post, and NFL shall not be responsible for non-receipt of the same and the contents of the letter shall be binding upon the Contractor as if received on the date of issue. Contractor shall also intimate the name of his authorized agent in writing who may collect the documents on his behalf.

- 08 It will be contractor's responsibility to scrutinize the documents collected to ensure that they are complete in all respects to avoid any delay in taking delivery of the material from Railway/Transporters etc.
- 09 All RR/GRs shall be collected by contractor on daily basis between 3.00 to 4.30PM. The Contractor shall deliver the material before 4.00 PM in NFL Stores within Two Working Days after collection of RR/GR, failing which all Demurrage/ Wharfage etc., accrued after two working days from the date of handing over of RR/GR shall be borne by the contractor.
- The Contractor shall be paid as per ACTUAL Weight of the RR/GR. Where weight is not given in the Carrier's Receipt the same shall be paid on actual weightment to be certified by the Incharge (Stores) or his representative. The penalty shall be leviable as per clause No. 24.5.
- 10 The vehicle to be deployed by the contractor for carrying out the job must have valid registration certificate and adequate insurance cover. Driver/operator of vehicle must possess valid driving license.
- 11 The Contractor shall take Open Delivery of Material in case of packages which are received in Open/ Damaged Condition from Railways/Local Transporters. It will be Contractor's responsibility to collect, Shortage/Damage Certificate from Transporter/Railways for lodging the necessary Claim on the Transporter/Railway Authorities/Insurance Company, as the case may be.
- 12 While taking Delivery from the Carriers as well as Railways, the Contractor would take due care regarding external conditions of the Packages, Hook Damage to the Packages, Weight of the Packages viz-a-viz Weight as per RR/GR etc., and keep proper records.
- 13 The material collected by the Contractor from various local Transport Companies/Railways will be handed over to NFL against a Delivery Challan and he will obtain the signatures of the person to whom material has been handed over on the same day failing which he will be responsible for the material collected by him but not delivered.
- 14 The Contractor will submit his Re-imbusement Bills weekly and other bills on fortnightly basis for all the operations except item no 8.1 and 8.3 of SOR for which monthly bill will be submitted and will attach necessary challans in token of delivery of material to NFL authorities. Separate bills should be submitted for each operation.
- (However all the payments shall be released as per clause no. 1.31.0 of GTC)**
- 15 It will be Contractor's responsibility to collect the Material against Indemnity bond, in case RR/GR of the material has not been received in the stores. All formalities in this regard will be done by the Contractor and the Contractor shall be paid Rs. 50/- per Consignment for this job. No extra payment other than Schedule of Rates shall be made when consignments are collected on the basis of letter issued by the NFL, in favour of Transporters for delivery of the consignment without RR/GR.
- 16 The Contractor shall keep a close watch on the arrival of Wagons and small consignments pertaining to NFL at Panipat Railway Station/Transporters. Any material received in Wagon Load and consigned to NFL (Based on Label Marking etc.) shall be immediately unloaded to avoid Demurrage. Contractor shall then inform NFL for arranging documents for delivery. Advance intimation of Wagon Loads shall also be received by contractor for needful. Any Demurrage accruing as a result of Contractor's negligence shall be borne by him or recovered from his bills.
- 17 If the material received by Railway is not unloaded in free time by the Contractor, the demurrage and other Charges will be borne by the Contractor. It will, therefore, be Contractor's responsibility to clear the consignment at Panipat Railway Station/NFL Siding within Free Time allowed by Railways to avoid Demurrage. The Consignments unloaded at Panipat /NFL Siding will be cleared immediately. In case there is any delay and wharfage is charged by the Railways/Carriers the same will be payable by the Contractor for reasons attributable to his negligence.
- 18 The quantities indicated are based on Estimates. NFL does not take any responsibility for any variation to any extent without any limit and the Contractor shall under no circumstances raise any claim on this account. All Loading/Unloading Jobs with weight of each package upto 8 MT, irrespective of Contract Quantity, will have to be done by the contractor.
- 19 The Contractor will arrange sufficient labour at short notice for unloading of wagons at Panipat Railway Station/NFL Siding. As far as possible, NFL will give prior information about dispatches of

wagon loads as per information received from the supplier. However, it will not be binding on NFL to give such information.

- 20 The Contractor shall be responsible for carrying out the work on Sundays, Holidays and after working hours as and when required without any extra charges.
- 21 The Payment of Wages to Contractor's Labour will be Contractor's responsibility and payment to labour will be made in the presence of an officer of Executing Department. The Contractor will produce a certificate every month that no payment is due to any of his labour. Only after producing such Certificate duly certified by an officer of Stores Deptt. NFL will release the payment against his bills. The contractor shall pay minimum wages to their workers as notified/ revised from time to time (on 1st Jan & 1st July) by the Central Government or the State Government of Haryana, whichever is higher.
- 22 The Contractor is required to make payment to his staff for work **on or before 7th day** of the following month, failing which NFL reserves the right to make the said payment direct to the staff after obtaining non-payment certificate from the Contractor's staff at the risk and cost of the Contractor. This payment shall, therefore, be debited to Contractor account. Payment of wages will be made before the representative of Executing Department. After making the payment to their workers, the Contractor will submit two copies of payment sheet to our HR Department **before 10th of each month**, failing which contractor is liable to be penalized. The payment of monthly salary/wage to the contract works shall be paid by the Contractor through Bank. The current minimum applicable rates of wages for unskilled, semi-skilled, skilled and highly skilled works is as under at the time of uploading of NIT:

Minimum wages (Rs/day)

Unskilled	Semi-Skilled	Skilled	Highly Skilled
477.00	557.00	671.00	788.00

Beside the above, the Contractor shall be bound to pay the statutory payment like PF, ESI etc. in respect of their contracts.

23. Firmness of rates:-

Firmness of Rates: The rates awarded for the Contract will be firm during the contract period including extension if any, and will not be subjected to escalation irrespective of any increase but so ever except an increase in minimum wages as notified by Govt. of Haryana or central Government (after notification of the Govt.) whichever is higher. The escalation in wages, if any will be reimbursed only as per following formula only for item sr.no. 8.1 & 8.3 of SOR:-

Billed Amount for item no. 8.1 and 8.3 X 0.70 X (increased Minimum Wages (minus) Minimum Wages at the time of uploading the NIT on NFL website

Minimum Wages at the time of uploading the NIT on NFL website

The above shall be linked up with the wage sheet of that particular month. Enhanced payment shall be released only after receipt of proof of payment of enhance areas to the workers. The contractor shall deposit PF and ESI on the enhanced wages.

24. PENALTY:-

24.1:- Adequate manpower are to be deployed to carry out the day to day jobs at Sl. No.6&7 of Annexure-E depending upon the quantum of job. Unloading of the incoming consignments are to be attended immediately on taking the truck/trailer/tempo/tractor etc. inside the factory for unloading. The job of unloading has to be completed on the same day on arrival of truck/trailer/tempo/tractor etc. failing which a penalty of Rs.500/- per day per consignment plus detention charges claimed by the transporter are recoverable from the Contractor's as a penalty.

24.2:- As regards to Shifting Jobs, the same have to be attended and completed within 24 hours of the written advice/AVI failing which a penalty of Rs.500/- per job per day shall be recoverable from the Handling Contractor's Bill.

24.3:-Recovery against the areas remain unattended regarding item no 8.1&8.3 of SOR:- In case Handling contractor is failed to attend the area for item no 8.1 & 8.3 due to non-deployed of required manpower, the recovery should be made as per following calculation:-

Rate of payment (Monthly Rate) x No of Area unattended

26

24.4:-The Contractor shall be fully responsible for safe custody of material in his custody/charge. In the event of any loss or damage, the full market value of Material plus Departmental Charges @25% shall be recovered from the Contractor.

24.5:- The contractor is liable to be charged Rs.500/- per consignment per day wherever the material is not collected from the transporter within 2 working days after receipt of RR/GR by them. The Date of Receipt of Material at Transporter's Godown shall be determined from the Date of Receipt given by the Transporter.

25. Contractor will provide suitable Hand gloves, safety Helmets, Goggles, Safety Shoes, Slings, Crow Bars etc, to Labourers to avoid any accident during Loading /Unloading. Supervisor must be always present to supervise such jobs. If at any stage any member of Contractor's Staff or Labour is declared incompetent undesirable or found misbehaving with the Chief Manager (Materials) or any other official, the Contractor shall make immediate arrangement for his replacement.
26. The job/contract is Non - split able/dividable. MSE quoting nearest price within price band of L1+15% may be allowed full/complete job/contract of total tendered value subject to bringing down their price to L1 in a situation where L1 price is from someone other than MSE, considering spirit of Public Procurement Policy for MSEs,Order-2012 for enhancing the Govt. procurement from MSE. Being the spirit of the said Govt. Policy, the L1 Non-MSE party shall accept the same and no representations on their part whatsoever should be entertained by NFL.
27. The contractor shall be responsible to comply with "The Payment of Bonus Act, 1965".

Signatures of Tenderer with Seal

UNDERTAKING

With reference to your Tender No. **NFP/ST/MHC/2023-25 Dated: 29-03-2023**, I / we hereby confirm that:

1. Tender documents have been read, understood with all clarifications pertaining to various clauses provided therein.
2. Terms and Conditions laid down are fully acceptable to me / us.
3. Each and every page of the terms & conditions of tender have been duly signed by me /us acknowledge my / our acceptance into and I / we have made my / our offer keeping in view these terms and conditions.
4. There is no condition / deviation in our quotation from the conditions of your NIT.
5. I/ we have examined the items and the offer is being submitted accordingly.
6. Earnest Money Deposit (copy), if any, is enclosed with the following details:
DD No.: _____ **Date:** _____ **Amount:** _____
Drawn on Bank _____ **Payable at** _____
7. Rates quoted by me / us shall remain firm during the tenure of the contract including extended period if any.
8. This is to certify that none of the NFL employee (s) is /are related to me /us (In case, any relative is working in NFL, furnish details separately)
9. That none of my/our blood relations are participating in this tender in the name of other firm.
10. I/We have not been delisted / blacklisted in any other unit of NFL.
11. I / we have not put any conditions in the Price Bid.
12. I / we have not quoted multiple rates against any of the items.
13. Our GST Registration No., if any, is _____
14. Bank details for releasing payment through e-transfer:
 (a) A/C Number: _____
 (b) Name of bank and branch: _____
 (c) RTGS/IFSC No.: _____
15. I/We will arrange Labour License & submit copy of the same before start of work, if contract is awarded to me/us.

Date: _____ **Signature of the Tenderer:** _____

Place: _____ **Name & Address of the Tenderer:** _____

_____ **Phone No.:** _____

FAX No. : _____

Official Stamp / Seal: _____

SCOPE OF WORK:-**Annexure-E**

SCOPE OF WORK FOR MATERIAL HANDLING CONTRACT FOR CENTRAL STORES FOR THE YEAR 2023-25. Unloading/taking Delivery/Collection of Consignments from Railway Station/Transporters/Suppliers Godown from Panipat City or elsewhere, including unloading from wagons, wherever, necessary and Stacking of Materials in NFL Stores or elsewhere within Factory/Township). The material shall be handed over to concerned Store Keeper of NFL. After stacking on dun age duly covered with Tarpaulin.

SR.NO	DESCRIPTION	Unit	QTY (Annual)
1.0	Plant Machinery and Equipment, Spares, Chemicals, General and Misc. Stores. Etc		
1.1	Minimum per RR/GR irrespective of the Weight of the consignment.	NO.	189
2.1	Minimum per local collection irrespective of the weight of the material. Collection of materials from local suppliers/ parties, delivery and unloading in NFL, Stores. The collection will be local for a distance upto 18 KM (To & Fro) from NFL, Plant. Rate is quoted as under.	NO.	10
2.2	Deposit of cheques, collection and escorting of MS/HSD Tankers from M/s IOC, Refinery Beholi to NFL Panipat. Please mention your Rates per trip irrespective of number of Tankers.	TRIPS	12
3.0	DESPATCHES:- Work would involve Loading/Shifting/Unloading/Booking etc. Weighment, if necessary shall also be in Contractor Scope of Work. It, also includes obtaining clear RR/GR (as the case may be), Payment of Freight, wherever applicable, Marking of Consignments, Repairs of consignments, if any, at Railway Station/Transporter shall be arranged by the Contractor. This would also include Delivery of Materials anywhere in Panipat up to a distance of 18 KM (To & Fro) and for this purpose Rates applicable for Booking at Railways/Transporters:		
3.1	Booking at Railway Station /Transport co. minimum per RR/GR irrespective of the weight (Rate per Consignment).	NO.	30
4.0	Preparation and repair of wooden cases for packing irrespective of the size as and when required (Rate per Box).	NO. BOX	8
5.0	Opening of incoming packages/ Boxes/Wooden crate/	NO.	1717

Adequate manpower shall be provided for the opening of incoming packages etc. in Receipt Section as per Clause No. 5.0 above, subject to condition that in case of increase of work load under this category, you shall provide extra manpower for other jobs in Stores/Plant. The work includes Shifting of Materials to Receipt Section/Plant. Opening of Packages, complete checking including Counting, Marking and Weighing, Stacking in Receipt Section, shifting to Warehouse/Yards, Re-stacking on Bins etc. The waste Packing Materials shall be removed to the Disposal Bin in Scrap Yard on daily basis. The Trolley for handling within Warehouse shall be provided by NFL.

6.0 Unloading of Materials from Railway Wagons at NFL Siding or from the Truck/Tempo etc. inside the NFL Premises, Shifting and Stacking on Dunnage/Racks and covering with Tarpaulin wherever required as per NFL instructions. OR Loading of Materials in the Railway Wagons at NFL Siding or on the Truck/Tempo etc. after weighment whenever required, inside NFL Premises.

Plant Machinery, equipment, spares and General Stores, pipes, plates, structural steel etc. not specifically indicated elsewhere and as under:-

6.1	Unloading of Incoming Consignments of various items like Structural Steel, Gas Cylinders, Cement, Chemicals/Catalysts, Lube Oil Drums, Machinery Parts/ Equipments etc. (Weighing not more than 300 kg per piece/per package/per loose.	MT	1774
6.2	Unloading of Incoming Consignments of various items like steel, Chlorine Gas Cylinders, Machinery Parts/Equipments (Weighing more than 300 kg per piece/per package.) where CRANE is provide on free of cost.	MT	623
6.3	Unloading of Empty HDPE bags	MT	1854
6.4	Loading of Empty HDPE Bags /Misc. items	MT	20
7.0	SHIFTING:- Handling of Materials within NFL Stores/Factory/Township, Shifting of Materials and Scrap including weighment/measurement wherever necessary from stores to various plants/stores yards and vice-versa. (SHIFTING IS TO BE DONE BY TRACTOR/TROLLY/TEMPO ONLY.)		
7.1	Plant and Machinery, Equipment/Spares, General and Misc Stores, Scrap etc. irrespective of the weight. (Weighing not more than 300 kg per piece/per package/per loose.)	MT	513
7.2	Plant and Machinery, Equipment/Spares, General and Misc. Stores, Scrap etc. irrespective of the weight. (Weighing more than 300 kg per piece/per package.) Where CRANE is provide on free of cost.	MT	50

8.0	OTHER JOBS :-		
8.1	<p>Application of anti- rust, oiling, Greasing after cleaning, marking code no. on items with paints (To be provided by NFL) and removal of Dust from the racks with vacuum cleaner/blower/duster. This exercise will be carried out on need base as and when felt necessary by Store's In charge to ensure Preservation of entire materials lying in open yards /sheds / racks including CPP spares stores. In total preservation job is to be undertaken for 45,000 items plus L&T materials located in 12 different areas (L&T Project , Regular Physical verification of Stores Mechanical, Electrical, Instrumentation, General items, Raw Materials stationery, Bagging Plant, Scrap yards. The decision of Store's In charge will be final about the requirement of preservation jobs. Note:- There shall be 45000 items in 12 Area. There shall be 12 Area per month for monthly billing. Hence total 144 areas (i.e. 12 Area X 12 months) shall exist in a year. Contractor is required to depute area wise separate manpower.</p>	Area	144
8.2	Preservation activities beyond normal working hours	Hours	1785
8.3	It shall be the responsibility of the contractor that skilled computer literate manpower one for each area is to be deputed for DATA FEEDING/ Logging IN COMPUTER LIKE PO, NIT, AMENDMENTS LETTERS, GIR, MIR, SRV, REPORTS, MISC. JOBS ON COMPUTER IN Purchase and stores SECTION . There shall be 04 Area per month for monthly billing. Hence Total 48 area (i.e. 04 Area x 12 months) shall exist in a year (Two is required for Purchase and Two is required for Stores)	Area	48

Note:-

- 1 Tenderers are required to quote item wise workable rates, being quantity of any item may vary to any extent either way.

SIGNATURE OF
TENDERER WITH SEAL

TECHNO-COMMERCIAL BID TEMPLATE

(To be filled & submitted by bidder with their offer)

For Annual Rate Contract for Material Handling for the period of 2023-2025

Sr. No.	Description	NFL Requirement as per NIT	Vendors Comment (Agreed / If not Agreed, Please Comment)
1	Item Specifications	Annual Rate Contract for Material Handling for the period of 2023-25	
2	Duration & Validity of Contract	The period of contract is for Twenty Four (24) months from 01-06-2023 or the date of award of Contract/LOI whichever is later. Contract can be extended for three months on same rates and terms & conditions at sole discretion of NFL.	
3	Earnest Money Deposit (EMD)	Submit EMD of Rs 1,00,000/- (Rupees One Lakh Only) as per clause no. Clause 18.00 of Annexure-A Instructions to Tenderers. (In case of e transfer through RTGS/NEFT, UTR no. & date of deposit should be mentioned/ In case of DD, please mention DD no. & Date)	
4	Offer Validity	120 days from the Technical Bid Opening Date	
5	Security Deposit	Security Deposit @ 3% of the contract value as per Clause No. 19.00 of Annexure-A Instructions to Tenderers.	
6	Payment Terms	Within 30 days for running bill as per tender clause no 1.31.0 of General Terms & Conditions (Refer clause no. 1.31.0 of GTC).	
7	Eligibility Criteria	The prospective tenderers who wish to participate must meet the Eligibility Criteria as mentioned in tender Annexure-B failing which their offer will not be considered.	
8	GST Rate	Kindly mention the rate (%) of GST to be applicable/considered	
9	GST No	Kindly specifically confirm your GST registration no.	
10	HSN Code	Kindly specifically confirm HSN code of all the quote items.	
11	Firm Price	Vendor to confirm that rates quoted will be firm for the currency of the contract period including extended period, if any However, in case of escalation on account of hike in minimum wages by appropriate Govt./Central Govt./State Govt.; NFL shall compensate the escalation to the contractor as per Clause No. 23 Annexure-C	
12	Confirm whether you are covered under MSMED Act 2006	Please confirm whether you are covered under MSMED Act 2006 and also mention category i.e. whether you are a Micro, Medium or small enterprise. Further, also mention whether the MSE is being owned by SC/ST entrepreneurs. Documents in support of the above should accompany bidder technical bid.	
13	Black-listing/ Delisting	We have neither been delisted / black-listed in any unit of NFL nor by any other Depts.	
14	GST certificate	upload /submit registration certificate of GST	
15	Documents	All Documents required as per tender document are to be uploaded/submit with technical bid	
16	Signed copy of Tender Document	Signed copy of Tender Document to be uploaded/submit with technical offer in token of acceptance of terms & conditions of Tender Documents	
17	FORCE MAJEURE	Accept as per clause no. 1.24.0 of General Terms & Conditions.	
18	TERMINATION OF CONTRACT IN PART OR FULL	Accept as per clause no. 2.0 of Special Terms and Condition (Annexure-C).	
19	ARBITRATION	Accept as per clause no. 1.40.0 of General Terms & Conditions	
20	JURISDICTION	All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted Panipat court in Panipat district in the State of Haryana	
21	RELATIONS	Tenderer must read the following clause carefully. If reply is positive then detail information may please be given in the offer. "Should a tenderer or contractor have a relation or in the case of a firm or company of contractors, one or more of its share holders employed in NFL the authority inviting tenders shall be informed of the fact at the time of submission of the tender; availing which NFL may in its discretion reject the tender or rescind the contract."	

22		For the purpose of 13 above, an affidavit on non-judicial stamp paper of Rs 10 duly notarized in the format as per clause no. 25(f) of Annexure-A Instructions to Tenderers in the NIT shall be submitted along with Bid.	
23	PAN NO.	Please mention your PAN no. and submit the self-attested copy of PAN card along with bid.	
24	SECRECY	Any information delivered or otherwise communicated by NFL to supplier 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 supplier except for the purpose of implementing the contract.	
25	REGISTRATION ON UDYAM REGISTRATION PORTAL BY MSME BIDDERS	MSE bidders are required to register themselves on Udyam Registration Portal, failing which they will not be able to enjoy the benefit as per Public Procurement Policy for MSEs order, 2012 issued by MSME.	
26	ANTI-FRAUD POLICY	All bidders/service providers/ vendors/ consultants etc. shall be required to certify that they would adhere to Anti-Fraud Policy of NFL and not indulge or allow anybody else working in the Company to indulge in fraudulent activities and would immediately apprise the Company of the fraud/suspected fraud as soon as it comes to their notice. In case of failure to do so, the Company may debar them for future transactions. The Policy has been uploaded on the Company's website (www.nationalfertilizers.com under investor desk column) for public information.	
27	Any Other Comment / Information /Remarks	No Deviation to the terms & conditions of Tender/NIT is allowed. The offer with any condition / deviations is liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	
28	CONTACT DETAILS	You shall furnish your e-mail ID, telephone / mobile no. etc. along with complete name & address details of your Firm/Co., for clarifications / placement of order.	
29	GeM Terms & Conditions	Confirm that all the GeM Terms & Conditions are acceptable to you.	

We hereby declare that we have read, understood and accepted all terms & conditions of NIT/Tender without any deviation.

As a token of same, we are uploading herewith signed/ digitally signed Tender Document.

Price Bid for Annual Rate Contract for Material Handling for the period of 2023-25 further extendable 3 months on same rates and terms & conditions at sole discretion of NFL.
(ONE FIXED BASIC RATE HAS TO BE QUOTED AGAINST EACH ITEM).

Price Bid Template

Annual Rate Contract for Material Handling for the period of 2023-25

Name of Party/Firm								
Sr. No.	Job/Area Description	Estimated Schedule of Quantities (For Two Years)	Unit	Rate per Unit (Rs.) (In Figure)	Total Amount (Rs.) (In Figure) (3x5)	Rate of GST (in % of 6)	GST Amount (Rs.)	Total Amount (Rs.) (In Figure) (Including GST) (6+8)
1	2	3	4	5	6	7	8	9
1.1	RR/GR for collection of materials (for detail see 1.0 & 1.1 of Scope of work - Annexure-E)	378	NO		0.00		0.00	0.00
2.1	Local collection of materials (for detail see 2.1 of Scope of work -Annexure-E)	20	NO		0.00		0.00	0.00
2.2	Collection and escorting of MS/HSD Tankers from M/s IOC, Refinery Beholi to NFL Panipat. (for detail see 2.2 of Scope of work - Annexure-E)	24	Trips		0.00		0.00	0.00
3.1	Booking at Railway Station /Transport co. per RR/GR. (For detail see 3.1 of Scope of work- Annexure-E)	60	NO.		0.00		0.00	0.00
4	Preparation and repair of wooden cases for packing of Materials. (For detail see 4.0 of Scope of work - Annexure-E)	16	NO. BOX		0.00		0.00	0.00
5	Opening of incoming packages/ Boxes/Wooden crate/ (for detail see 5.0 of Scope of work Annexure-E)	3434	NO.		0.00		0.00	0.00
6.1	Unloading of Incoming Consignments of various items manually. (Weighing not more than 300 kg per piece/per package/per loose. (for detail see 6.0 & 6.1 of Scope of work- Annexure-E)	3548	MT		0.00		0.00	0.00
6.2	Unloading of Incoming Consignments of various items. (Weighing more than 300 kg per piece/per package.) where CRANE is provide on free of cost. (for detail see 6.2 of Scope of work- Annexure-E)	1246	MT		0.00		0.00	0.00
6.3	Unloading of Empty HDPE bags (for detail see 6.3 of Scope of work- Annexure-E)	3708	MT		0.00		0.00	0.00
6.4	Loading of Empty HDPE Bags /Misc. items (for detail see 6.4 of Scope of work Annexure-E)	40	MT		0.00		0.00	0.00
7.1	Shifting of Plant and Machinery, Equipment/Spares, General and Misc Stores, Scrap etc. . (Weighing not more than 300 kg per piece/per package/per loose.) (for detail see 7.0 & 7.1 of Scope of work Annexure-E)	1026	MT		0.00		0.00	0.00
7.2	Shifting of Plant and Machinery, Equipment/Spares, General and Misc Stores, Scrap etc. (Weighing more than 300 kg per piece/per package.) Where CRANE is provide on free of cost. (for detail see 7.2 of Scope of work - Annexure-E)	100	MT		0.00		0.00	0.00
8.1	Preservation of materials / Application of anti-rust, oiling, Greasing after cleaning, marking code no. on items with paints (To be provided by NFL) 12 different areas. Contractor is required to depute area wise separate manpower. (for detail see 8.1 of Scope of work - Annexure-E)	288	Area		0.00		0.00	0.00
8.2	Preservation activities beyond normal working hours (for detail see 8.2 of Scope of work- Annexure-E)	3570	Hours		0.00		0.00	0.00
8.3	Assistance in DATA FEEDING/ Logging IN COMPUTER IN Purchase and Stores Section. There shall be 04 Area per month for monthly billing. (for detail see 8.3 of Scope of work - Annexure-E)	96	Area		0.00		0.00	0.00
Total (Rs.)								

Note:-

- 1 Tenderers are required to quote item wise workable rates, being quantity of any item may vary to any extent either way.
- 2 Item wise rate shall be offered as per Scope of Work.

INFORMATION REGARDING TENDERER

A) <i>In case of individual</i>		
i)	Name of Business	
ii)	Whether his Business is registered	
iii)	Date of commencement of business	
iv)	Whether he pays Income-Tax over Rs. 10,000/- per year	
B) In case of Partnership		
i)	Name of Partnership	
ii)	Whether the Partnership is registered	
iii)	Date of establishment of firm	
iv)	If each of the partners of the firm pays Income-Tax over Rs. 10,000/- a year and if not which of them pays the same	
C) In case of Limited Liability Company or Company Limited by Guarantee		
i)	Amount of paid up capital	
ii)	Name of Directors	
iii)	Date of Registration of Company	
iv)	Copies of the last two years' Balance Sheets of the Company	

(SIGNATURE OF TENDERER)

Name _____

Date _____

DETAIL OF EXPERIENCE

Tenderer shall give information of similar works done during the past Seven years strictly as per Performa given below

Sr. No.	Full particulars of similar work carried out by Tenderer	Value of Contract	Contracted Completion time	Actual completion time	Year of completion	Name & Postal Address of Client

Certified that the above information is correct.

(SIGNATURE OF TENDERER)

Name _____

Date _____

PRESENT COMMITMENTS

PROFORMA NO. 3

Tenderer shall furnish the details of their present commitments strictly as per this Performa.

Sr. No.	Name of work	Name & address of Client with the name of person under whom the work is being executed	Contract Value	Brief description of work	Contracted date of completion with the date of start of work	% age completed as on date	Expected date of completion of balance work with approx. value of such balance work

Certified that the above information is correct.

(SIGNATURE OF TENDERER)

Name: _____
Date: _____

**INFORMATION REGARDING EQUIPMENT
WHICH THE TENDERER PROPOSES TO USE FOR THIS WORK**

Sr. No	Description	Qty	Make	Cap.	Owner	Approx. date when it will be deployed at site	Period of attention at site

Certified that the above information is correct.

(SIGNATURE OF TENDERER)

Name: _____
Date _____

SECURITY DEPOSIT-CUM-PERFORMANCE 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-cum-Performance Bank Guarantee for Rs. _____. CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

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 fulfill 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. The decision of the Owner as to whether the terms and conditions of this Security Deposit cum Performance 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-cum-Performance Bank Guarantee is limited to Rs. _____.
2. This Security Deposit-cum-Performance 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 / Erection / Completion 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-cum-Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance 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-cum-Performance 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-cum-Performance 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 _____

(Indicate the name of the Bank with stamp)

CONTRACT AGREEMENT

THIS CONTRACT made -----on this----- day of-----2023 at------(Place) BETWEEN NATIONAL FERTILIZERS LIMITED (NFL), a Public Sector Undertaking (PSU) under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and its Unit/ Office at _____(hereinafter referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the one Part.

AND

M/s _____(carrying on business in sole-proprietor/ partnership/ company etc.,) having its office/ registered office at _____ (hereinafter referred to as "Contractor", which expression shall be deemed to include his/its representatives/successors and permitted assigns) through its authorized representative of the other Part.

WHEREAS the Owner is desirous of executing certain works as mentioned and described in the Work Order/ Letter of Intent No. _____ dated _____ for total Contract value of Rs. _____(Rs. _____ Only) and whereas the Contractor has agreed to execute the work as specified in the Tender Documents and Work Order/ Letter of Intent referred to above and also in the contract documents.

NOW THEREFORE THIS CONTRACT WITNESSTH AS FOLLOWS:

ARTICLE – I

1.0 CONTRACT DOCUMENTS

1.1 The following documents shall constitute the contract documents namely: -

- a) This Contract
- b) Tender Document/NIT
- c) Work Order No. _____ dated _____
- d) Letter of Intent / Notification of Award No. _____ dated _____
- e) Contractor Quotation/bid dated _____.
- f) Owner's Tender Document/ NIT No. _____ dated _____
- g) Amendment/ Addendum/ Corrigendum dated _____(If any) to Tender Document/NIT.
- h) Owner's Letter/email dated _____ (If any).
- i) Contractor's Letter/email dated _____ (If any).

1.2 A copy each of the above documents (a) to (h) are annexed hereto and the said copies have been collectively marked Annexure-I.

ARTICLE –2

2.0 SCOPE OF WORK

2.1 In consideration of the payment to be made to the Contractor as hereinafter provided, he shall with due care, promptness, accuracy and workmanship execute the work in accordance with approved plans, Notice Inviting Tender (NIT), Special Conditions of the Contract, General Terms & Conditions of the Contract, Technical Specifications and the Work Order/ Letter of Intent.

ARTICLE-3

3.0 TERM

3.1 The Contract work shall be duly executed and completed in all aspect and handed over to National Fertilizers Ltd. within a period of _____months/year w.e.f. _____to_____. The time mentioned herein shall be essence of the contract.

ARTICLE-4

4.0 TERMINATION OF CONTRACT

4.1 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of NFL under the Contract or otherwise including right of NFL for compensation for delay the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Consultant in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract

and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:

Default or failure by Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Consultant becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.

-Abandons the work

Or

-Persistently disregards the instructions of the Owner in contravention of any provision of the Contract

Or

-Persistently fails to adhere to the agreed program of work

Or

-Sublets the work in whole or in part thereof without Owner consent in writing

Or

-Performance is not satisfactory or work is abnormally delayed

Or

-Defaults in the performance of any material undertaking under this Contract and fails to correct such default to the reasonable satisfaction of the Owner within fifteen days after written notice of such default is provided to the Contractor

Or

- Conceals or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

4.2 Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner.

Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

4.3 CONSEQUENCES OF TERMINATION

If the contract is terminated by NFL for the reasons detailed under clause no. 4.1 of above or for any other reason whatsoever:

i) NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.

ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.

iii) The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.

iv) All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.

v) Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of NFL in all units / offices as per NFL's rules & regulations.

ARTICLE-5

5.1 FORCE MAJEURE CLAUSE (FMC)

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any subdivision thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90(Ninety) days, either party may at its option terminate the contract by giving notice to the other party.

For delays arising out of Force Majeure neither NFL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.

ARTICLE-6

6.1 INDEMNITY BY CONTRACTOR

The Contractor shall indemnify and save harmless Owner from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Owner by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not directly or indirectly any damage shall have been sustained.

ARTICLE-7

7.1 ENTIRE CONTRACT

The contract documents mentioned in Article-I hereof embody the entire contract between the parties hereto and the parties declare that in entering this contract, they do not rely upon any previous representation whether express or implied and whether written or oral or any inducement, understanding or agreement of any kind not included within the contract documents and all prior negotiations, representations contract and/or agreements and understanding are hereby cancelled.

ARTICLE-8

8.0 NOTICE

8.1 Subject to any provisions in the contract documents to the contrary, any notice, order of communication sought to be served by the Contractor on the Owner with reference to the contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only, if delivered by Hand or by Registered Post/ Speed Post or email to the Officer/Engineer-In-Charge as defined in the General Terms and Conditions of the contract.

8.2 Without prejudice to another mode of service provided for in the contract documents or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner on the Contractor with reference to the contract shall be deemed to have been sufficiently served upon the Contractor if delivered by Hand or through Registered Post/Speed Post or email to the Contractor at his specified address at_____.

ARTICLE-9

9.0 WAIVER

9.1 No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of contract or any obligation or liability of the Contractor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the Owner or notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce such right remedy, obligation or liabilities as the case may be.

ARTICLE-10

10.0 NON-ASSIGNABILITY

10.1 The contract and benefits and obligations thereof shall be strictly personal to the Contractor and shall not on any account be assignable or transferable by the Contractor, except without written prior permission of Owner.

ARTICLE-11

11.1 DISPUTE RESOLUTION

For Indian Parties

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably 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 Designated Authority(as mentioned in General Terms and Conditions).

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon

the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL ondate of award of contract.

The seat and venue of arbitration shall be Delhi/Place of respective Unit/Place of Zonal Office.

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

11.2 For 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.”

11.3 For CPSEs and Government Department

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD (Administrative Mechanism for Resolution of CPSE Disputes) as mentioned in DPE OM No. 5/0003/2019-FTS-10937 dated 14-12-2022.

ARTICLE-12

12.0 JURISDICTION

Notwithstanding any other Court or Courts having Jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of Competent Civil Jurisdiction in this behalf at _____ (where this contract has been signed on behalf of the Owner) and only the said Court(s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract in duplicate at the place, day and year first above written.

SIGNED & DELIVERED

For and on behalf of
National Fertilizers Ltd,
(Owner)
(With Rubber Stamp)

Date:

Place:

In the Presence of:

Witness

1.

Signature _____

Name of Signatory _____

Address _____

2.

Signature _____

Name of Signatory _____

Address _____

SIGNED & DELIVERED

For and on behalf of
contractor
(With Rubber Stamp)

Date:

Place:

In the Presence of:

Witness

1.

Signature _____

Name of Signatory _____

Address _____

2.

Signature _____

Name of Signatory _____


Address _____

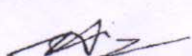
NATIONAL FERTILIZERS LIMITED, PANIPAT

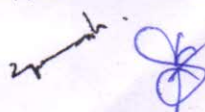
DEFINITIONS OF TERMS

In the contract documents herein defined where the context so admits, the following words and expression will have the meanings assigned to them respectively:

1. "The OWNER" means the NATIONAL FERTILIZERS LTD., incorporated in India, having its registered office at SCOPE COMPLEX, Core No-III, 7, Institutional Area, Lodhi Road, New Delhi-110003.
2. The "ENGINEER-IN-CHARGE" shall mean the person designated as such by NFL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.
5. "SITE" means the areas in which the work are to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.
6. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE CONTRACTOR" means may person or persons or firm or company whose Tender has been accepted by NFL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company.
8. The "CONTRACT" shall mean the Agreement between NFL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.
13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.
14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.
15. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.

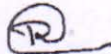

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16. "ZERO DATE" shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier.
17. "GTC" means General Terms & Conditions of Contract.
18. The Technical Terms and Conditions & Special Terms and Conditions are succeeding to GTC. In case of any discrepancy or inconsistency between the Technical Terms and Conditions, Special terms and Conditions and General Terms and Conditions, the following order of preference shall be followed:-
- a) Technical Terms and Conditions
 - b) Special Terms and Conditions.
 - c) General Terms and Conditions ('GTC').


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NATIONAL FERTILIZERS LIMITED: PANIPAT
GENERAL TERMS & CONDITIONS

- 1.1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in-charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.
- 1.2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job. All lifting tools & tackles are to be got tested under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.
- 1.3.0 'A' Type accommodation can be provided for the contractor or his authorized representative on chargeable basis, if available. Allotment of accommodation will be on basis of Fair Rental Value, as may be applicable in NFL, from time to time. NFL may allot land for putting temporary Godown/workshop for making storage, work site by the contractor, free of cost basis.
- 1.4.0 The contractor shall have to make his own arrangements for all Tools & Tackles Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.
- 1.5.0 Sub-Contracting of the job will not be allowed without prior written permission of the owner (NFL).
- 1.6.0 Statutory deduction on account of Income Tax if applicable, shall be made at the prevailing rates, at the time of release of payment to the party.
- a) NFL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials/services to be used in execution of contract as the same shall be set off in the form of input tax credit against GST paid by NFL on their billed amount.
- b) The contractor is to provide documentary evidence for GST registration under the Act. Liability of NFL shall be restricted to the amount of GST only. Any interest / penalty etc. shall be to the contractor's account. The Contractor must submit the documentary evidence for deposit of GST on demand by NFL if required. NFL can withhold the payment due to non-compliance of GST Act rules. Rates & Guidelines shall be applicable as notified by the Govt. from time to time.
Addition/deletion of taxes imposed by the State /Central Government after submission of tender documents and during contractual period shall be to NFL's account
- c) **Raising/Uploading of Taxable Invoices:**
Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full and final payment and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable value/or tax charged in the tax invoice is found, the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which NFL may withhold the payment till rectification of such differences. Uploading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act. In the event that the input tax credit of the GST charged by contractor is denied by the tax authorities to NFL, then NFL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition to the amount of GST, NFL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on NFL.
- 1.7.1 The rates quoted by the contractor will be firm for the currency of the contract period including extension (if any) and will not be subject to escalation irrespective of any increase whatsoever.

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7/7/17




1.7.2 The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed:-

- a) When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
- b) When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

1.7.3 If the tenderer does not quote rate for any item(s), it may be noted that evaluation of the bid shall be based on highest rates quoted by the other tenderer for that particular item(s). However, in case such tenderer stood overall lowest, order shall be placed for the same item (s) based on the lowest rate(s) quoted by other tenderer.

- a) If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.

1.8.1 The Tenderer shall make a deposit of **Earnest Money and Tender Fees** for the amount as specified in the Special Terms & Conditions of the Contract by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Panipat" payable at PANIPAT. ~~The Earnest Money and Tender Fees shall not be accepted in any form other than specified above.~~ Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender will not be opened and it will be considered as rejected.

1.8.2 The offer shall remain open for acceptance for a period of 120 days from the date of opening of tender. The Earnest Money shall be forfeited if the Tenderer withdraws or modifies his offer within the validity period and/or the successful tenderer fails to commence the work at each job site /job within the stipulated time as given in the tender documents / Letter of Intent (Acceptance Letter)/ Work Order issued by owner or within such extended period as may be permitted by the Engineer In-charge for the purpose. Further, the party may also be delisted or blacklisted as per rules.

1.9.0 The following tenders will be liable to summary rejection:

- a) Tenders submitted by Tenderer who resort to canvassing.
- b) Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
- c) Tender, which contain uncalled for remarks or any alternative additional conditions.
- d) The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender.

1.10.0 If the tenderer has relations whether by blood or otherwise with any of the employees of the NFL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which NFL shall reserve the right to reject the tender or rescind the Contract.

1.11.0 The contractor shall at all times indemnify the owner against any claim which may be made under The Employees State Insurance Act, 1948 or Employees Compensation Act, 1923 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.

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1.12.0 ESI:

In every case in which by virtue of provisions of The Employees State Insurance Act, 1948 or Employees Compensation Act, 1923 or any other Law for the time being enforce, NFL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work, NFL will recover the amount of the compensation so paid from the Contractor's bill.

- a) The contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees' share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the Act. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and NFL will not bear any liability whatsoever on this account. Further, he will also indemnify NFL against any damages/interest that may be imposed by ESI Authorities on account of non payment/delayed payments towards ESI.
- b) The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the contractor shall submit to NFL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.
- c) For the worker/employees who will not have coverage as per the provisions of Employees State Insurance Act, 1948, the contractor shall obtain Insurance Cover Note under Employees/Workmen Compensation Act, 1923 before the start of the work. The Insurance Policy should also cover medical treatment cost for any injury suffered by such worker/employee during the course of his employment with the contractor. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor 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 contractor to NFL immediately after the issue of LOI but before the start of work"

1.13.0 THE PUNJAB LABOUR WELFARE FUND ACT 1965:

The contractor shall be solely responsible for depositing the Welfare Fund Contribution (employee's as well as employers) at the prescribed rates under the Punjab Labour Welfare Fund Act, 1965 in respect of employees engaged by him. The contractor shall recover the employee's share of contribution from the concerned employee and NFL shall not bear any liability whatsoever on this account. The contractor shall ensure that the contribution on account of Welfare Fund Contribution is deposited before 31st December every year by way of a crossed Cheque / Demand Draft in favour of Welfare Commissioner, Haryana and he shall submit the documentary proof to NFL of having deposited the same. Any interest/Penalty on account of delayed / not-payment shall be borne by him. Further, the compliance of all the necessary formalities required to be completed under the act from time to time shall be the responsibility of the contractor."

- 1.14.0 Wages shall be paid by the Contractor to the workman directly without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.


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- 1.15.0 The contractor may employ such employees/ labours as he may think fit and the employees so employed should be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of NFL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, NFL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payments on that account, NFL shall be reimbursed by the contractor for the same as also any other expenses costs and charges incurred by NFL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the contractor, NFL shall be entitled to claim, demand or compensation from the contractor in that event. NFL shall also be entitled to recover the aforesaid amount from the Contractor that may become due and payable to Contractor.
- 1.16.0 Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. Submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.
- 1.17.0 The Contractor shall be liable to the company for any omission or Commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to the company.
- 1.18.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
- 1.19.0 The decision of Engineer-in-charge in regard to all matters relating to this Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.
- 1.20.0 The Contractor is required to be registered with PF Authorities. In case, contractor is so selected and who does not have PF Code Number, NFL could ask such contractor to get a code number, giving him a Letter of Intent regarding the Contract, so that he could apply and obtain a PF Code Number from the respective PF Commissioner.

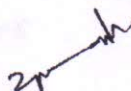
1.21.0 QUANTUM OF JOB:

Estimated value of work has been given on the basis of job executed during the last year. NFL will not give any guarantee for minimum billing, minimum quantum of work during the year.

- 1.22.0 If the Contractor is unable to execute the work any loss incurred by the company in this respect, will be, to the Contractor's account. The company may also terminate the contract after giving 15 (Fifteen) days' notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% to the Contractor.

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1.23.0 VALIDITY OF THE CONTRACT:

a) **The Contract shall remain valid for the period as specified in the Special Terms & Conditions of the contract** reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice of 7 days shall be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.

b) **Extension of Contract:**

Normally, the extension of contract shall be granted only in exigency of work due to unavoidable circumstances. The contract can be extended on the same rates, terms & conditions for a period of three months at the sole discretion of NFL.

1.24.0 FORCE MAJEURE:

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Revolutions, Civil Commotion, Strike, Epidemics, Accidents, Fires Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

1.25.0 LOSS TO PLANT DURING EXECUTION:

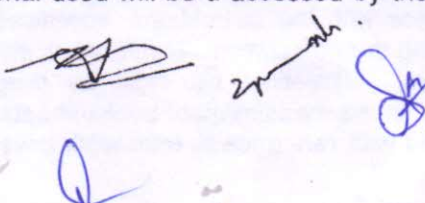
Any damage or loss caused to plant Equipment etc. during execution of this contract will be made good by the contractor at his own cost and risk.

1.26.0 NFL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall be carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.

1.27.0 If the rates for the additional altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specifications in the rate contract for that work.

a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be a assessed by the Engineer-in-charge, whose decision in

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this respect will be final and binding upon the Contractor. The contractor will be required to obtain prior approval of NFL for rates payable to him for such extra items.

- b) In case, the Contractor fails to do the extra and/or substituted work, NFL will have the option to get the work done through another agency at the Contractors' risk and cost as per clause No. 1.22.0 of General Terms and Conditions.

1.28.0 SECURITY:

Security Deposit @ 10% of the gross value of the Contract would have to be deposited by the Contractor. The Successful Tenderer will deposit Initial Security Deposit @ 2.5% of contract value within 10 days from issue date of LOI including the amount of EMD already deposited. The balance Security Deposit will be deducted from each running bill of the Contractor @ 7.5 % (Seven and half percent) of the running bill so as to make it total of 10 % of the contract Value. In case work is split between two or more parties, SD shall be submitted based on the value of split order. No interest will be payable on Earnest Money Deposit (EMD) and Security Deposit (SD). Any amount recoverable from the contractor shall be deducted from security deposit. The SD will be refunded after the defect liability period as specified in Para 1.29.0.

1.29.0 PERIOD OF LIABILITY:

The Contractor shall give the guarantee for the work done for the period as specified in the Special Terms & Conditions of the Contract from the date of completion of work. Any damage or defect may arise or lie undiscovered at the time of completion certificate, in the workmanship shall be rectified or replaced by the Contractor. In default, the Engineer-in-charge may cause the same to be made good by other Contractor and deduct expenses (of which the certificate of Engineer-in-charge shall be final) from any sums that may be there or at any time thereafter become due to the Contractor or from his Security Deposit.

1.30.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a) MEASUREMENT AND BILLING:

All measurement shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the Contractor's authorized agent, as per method outlined in the special, General Terms and Conditions of the contract. Such measurement will be got recorded in measurement book by the Engineer-in-charge or the authorized representative and signed in token of acceptance by the Contractor or his authorized representative. The Contractor will submit a bill in approved Performa in Triplicate to the Engineer-in-charge of the work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1st week of the succeeding month.

b) RUNNING ACCOUNT PAYMENT:

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done.

c) COMPLETION CERTIFICATE/FINAL BILL:

The Engineer-in-charge shall normally issue to the contractor the completion certificate within one month after receiving an application there of from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of contract documents. The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared on the basis of the final measurements entered in the measurement books/sheets. The final bill shall be prepared in the prescribed Performa with reference to total work covered by the contract such bill to be

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drawn up applying the applicable rates specified in the schedule of rates to the relative measured quantities. The final bill shall also include all additional claims of the contractor and considered conclusive.

d) FINAL CERTIFICATE

Within fifteen days of the contractor's application made after the expiry of the period of defect liability provided for in clause 1.29.0 hereof and satisfaction of all liabilities of the contractor in respect thereof the Engineer-in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities not withstanding issue of the completion certificate or payment of the final bill by NFL.

1.31.0 TERMS OF PAYMENT

- a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill. Payment of final bill shall be released within 60 days after receipt of bill completed in all respect and in case of MSME parties payment of final bill shall be released within 45 days after receipt of bill complete in all respect. Release of first running bill and final bill will be subject of clearance from P&A Deptt. regarding compliance of statutory provisions of Labour Laws by the contractor. Payment of security deposit/ deducted shall be released after completion of defect liability period on demand within 30 days.
- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/ RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, name of the Bank, Bank Account No. (all Digits in case of CBS branches), Place of branch, branch Code (IFSC CODE-11 digits) to enable us to release payment accordingly. All bank charges will be to their account.
- c) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 and shall also submit copies of Wage Sheet, PF & ESI Challan.
- d) In addition to above terms, payment of final bill will be made subject to, inter alia following terms:-
1. Payment of final bill will be made to the contractor after submission of certificate from CISF gate that all the gate passes issued to the labourers of the contractor have been returned alternatively no objection certificate may be provided from CISF.
 2. The payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.
 3. Return of empty packing material, scrap and unconsumed material issued by NFL.
 4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/ employed for the execution of work.
 5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/ labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against and such claim/ demand made in future.

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1.32.0 PRESERVATION OF FREE ISSUE MATERIAL:

All materials issued to the contractor by the owner shall be preserved against deterioration and storage while under contractor's custody, Any damage/losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate NFL for the losses suffered at panel rates to be determined by the Engineer-in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

1.33.0 SCRAP ALLOWANCE:

Contractor will plan the work in such a way that the wastage to be minimum Following scrap allowance will be allowed. Beyond the allowance, the wastage will be chargeable to the contractor on NFL rate + 25% + All Taxes will be charged extra.

S No.	PARTICULARS	SALVAGEABLE
A	STRUCTURE	2.5 %
B	PIPE	3.0 %

1.34.0 ISSUE OF MATERIAL FROM NFL:

Any issue of materials from NFL stores not covered in NFL obligation will be issued and charged on NFL issue rate +25% + All Taxes will be charged extra. The issue of such material will be sole discretion of NFL.

1.35.0 ISSUE OF GAS CYLINDER:

Contractor has to make his arrangement for Oxygen and Acetylene Gas. However, the Oxygen and Acetylene gas can be issued on chargeable basis in exigencies subject to the availability constituting following components.

- a) Invoice price of gas.
- b) Rent for each Cylinder per day.
- c) Department charges.
- d) Cost of collection and return of empty Cylinder.

1.36.0 MATERIAL TRANSPORTATION:

The contractor shall make his own arrangement for Transportation of the material from stores to site of work and to the place of erection etc. at his own cost for making temporary stores/work sites, NFL may indicate an area at its own discretion for putting up of a temporary hut/shed.

1.37.0 PENALTY:

In the event of work is not completed according to the time schedule, the contractor shall have to pay Penalty to the NFL at the rates of 1 % of the total value of work for delay of every day or part thereof, subject to a ceiling of 10 % of the total value of the work.

1.38.0 ENGINEER-IN-CHARGE:

The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment, is required and order force

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increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work of the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.

1.39.0 JURISDICTION:

For any dispute regarding this contract, the exclusive jurisdiction shall lie in the Courts situated at Panipat (Haryana), generally where the contract is being executed.

1.40.0. CONCILIATION & ARBITRATION:

1.40.01. FOR INDIAN PARTIES:

1. Request for Arbitration:

The request for arbitration shall be preceded by good faith negotiations for resolving the dispute within 30 days. Upon failure of pre-arbitration negotiations, the request for Arbitration shall be made by either of the party by giving a written notice to the other party. The request for arbitration shall specify the issues which are subject matter of dispute.

2. APPOINTMENT OF ARBITRATOR

2.1 For Indian Parties

2.1.1 Appointment of Sole Arbitrator- Claim below Rs.5 Crore

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of Sole Arbitrator.

2.1.2 Appointment of Three Arbitrators-Claim above Rs.5 Crore

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter.

2.2 For Foreign Parties

The appointment of one or more arbitrators in an international commercial arbitration shall be governed under the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules").

3. DESIGNATED AUTHORITY

The Designated Authority shall mean the competent authority that is empowered to entertain the request for arbitration, which shall be determined on the basis of contract value. The competent authority in arbitration matters is as follows:

S.NO	Appointing Authority	Contract Value (Rs)
01	CMD	Full Powers
02	Functional Director	Up to Rs. 150.00 Lakhs
03	Designated Unit Head / E.D	Up to Rs. 50.00 Lakhs

The appropriate Designated Authority may be inserted in the Arbitration clause as per the contract value for the purpose of serving notice invoking arbitration.

4. SEAT & VENUE OF ARBITRATION

The seat and venue of Arbitration shall be at Panipat (Haryana).

5. MODEL CLAUSE FOR ARBITRATION

5.1 For Indian Parties

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably 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 Designated Authority. Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

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

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

The 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.

1.40.02. FOR FOREIGN VENDORS / 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."

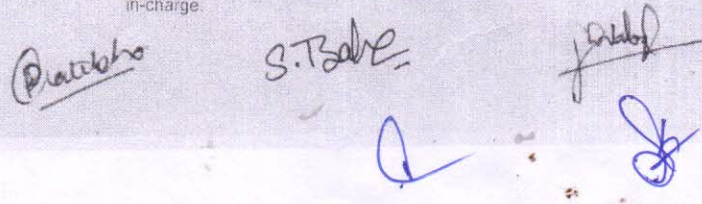
1.40.03. FOR CPSEs inter se and CPSEs and GOVERNMENT DEPARTMENTS / Organisations:

All commercial disputes between CPSEs inter se and CPSE(s) and Govt. Department(s)/Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/Organizations shall be included as under:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018"

1.41.0 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:

The contractor shall on instruction of the Engineer-in-charge immediately remove from the work any person employed thereon who may misbehave or cause any nuisance or otherwise, in the opinion of the Engineer-in-charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer-in-charge.



1.42.0 SAFETY REGULATION:

The contractor shall observe and abide by all fire and Safety regulations of the NFL. Before starting maintenance work, the Contractor shall consult NFL's Safety Officer or the Engineer-in-charge. If the Safety Engineer is not available, he will do familiarize him with such regulations, copies of which will be furnished to him by NFL, when requested. He shall be responsible for and must make good to the satisfaction of the NFL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the NFL's existing property. All the accidents to contractor's staff will be reported to the Safety Officer promptly.

This will however not relieve the contractor of any statutory obligation. The contractor shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc are to be provided to his workmen by the contractor. However special Safety equipment required as per the job requirement will be provided by NFL free of cost.

For any default / accident / loss due to negligence of Contractor / workers, the liability of Contractor shall be "Absolute liability".

1.43.0 CONTRACTOR TO EXECUTE AGREEMENT:

The contractor's responsibility under this contract will commence from date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and NFL, the letter of acceptance and work order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs. 100.00 with NFL within 10 days (Ten days) of receipt by him of the Letter of Intent. The agreement to be executed will be in Agreement Form specified by NFL. The cost of the Stamp Papers will be borne by the contractor.

The successful tenderer shall also submit to NFL, at the time of entering into agreement, certified copies of the Partnership Deed, Registration Certificate, Memorandum of Association and Articles of Association or alike document, as the case may be, in support of nature and constitution of the firm.

1.44.0 BIDDER TO ACQUAINT HIMSELF FULLY:

The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope, requirements and official / statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor any claim whatsoever will be entertained on the plea of ignorance or overlooking.

The Bidder shall give an undertaking that the terms & conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.

Unless otherwise specifically stated in his bid, it will be assumed that all terms and conditions of NIT are accepted by the bidder without any reservations whatsoever.

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1.45.0 PAYMENT FOR PREPARATION OF BID DOCUMENT:

The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

1.46.0 TERMINATION OF CONTRACT:

Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of NFL under the Contract or otherwise including right of NFL for compensation for delay, the Engineer-in-charge / Officer-in-charge may, without prejudice to his right against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract.

Default or failure by Contractor of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Contractor:-

- Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets; OR
- Abandons the work; OR
- Persistently disregards the instructions of the OWNER in contravention of any provision of the CONTRACT; OR
- Persistently fails to adhere to the agreed program of work; OR
- Sublets the work in whole or in part thereof without OWNER's consent in writing; OR
- Performance is not satisfactory or work is abnormally delayed; OR
- Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the OWNER within fifteen days after written notice of such default is provided to the Contractor.

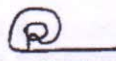
Upon termination of contract due to default of contractor for the reasons as detailed above, the Security Deposit/Performance Bank Guarantee under the Contract shall be liable to be forfeited and shall be absolutely at disposal of NFL.

- a) Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner.

Such termination will be by 15 (fifteen) days' notice in writing and no claim / compensation shall be payable by the OWNER as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONTRACTOR and acceptable to OWNER up to the date of termination.

1.47.0 RIGHTS OF OWNER :

A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and the OWNER reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his / its interest; at the risk and cost of the contractor.


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Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available.

In the event, the Contractor fails to fulfill his obligations under the CONTRACT, the OWNER shall have the right to get the work done by any other agency / own resources at the risk and cost of the Contractor.

1.48.0 TIME EXTENSION :

If the Contractor requires any extension of time for completing the Work under the CONTRACT he must apply to the OWNER within seven days from the date of the occurrence of the event on account of which he desires such extensions and the OWNER may, if he thinks such request reasonable, grant such extension of time as he may think necessary.

1.49.0 CONTINUED PERFORMANCE ;

The Contractor shall not stop work in case of any dispute pending before arbitrator / court / Tribunal in relation to the contract or otherwise unless further progress of work has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

1.50.0 The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under as amended from time to time.

1.51.0 The Contractor shall abide by all the Acts/ labour Laws related to PF, Wages, Holidays, Leave, and Over-time etc. **Separate obligations have been detailed out as per Annexure "A" enclosed herewith.**

1.52.0 The Contractor shall ensure that the Payment of Wages to Labourer has been made in accordance with minimum Wages Act. If at any time, it is noticed or it comes to the knowledge the payment to the Labourer employed by the Contractor is not made in accordance with the Minimum Wages Act, NFL shall reserve the right to take remedial action to regulate the payment.

1.53.0 It is understood by the contract that in the event of any losses/damages caused to the owner (NFL) due to the reasons whatsoever within his control and the same losses/damages are approved, the contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law.

1.54.0 The contractor shall ensure that all the formalities / permissions / licenses required being completing/complying under the existing Laws of India for and or in connection with engaging/employment of labour have been fulfilled. NFL shall be under no obligation to accept/admit any claim in this behalf.

1.55.0 The Contract shall be governed by and construed in accordance with the Laws of India.

1.56.0 INDEMNIFICATION (This Clause shall be applicable for repair of materials at party's works):

The Contractor shall have to furnish Indemnity Bond as per prescribed format for value as specified in the Special Terms & Conditions of the contract towards the material being sent for repair at their work.

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OBLIGATIONS OF CONTRACTOR

ANNEXURE 'A'



Since the contract requires deployment of manpower/labour, the contractor is required to discharge all the statutory obligations relating to his workers under the various labour laws including The Factories Act, 1948, The Industrial Disputes Act, 1947, The Minimum Wages Act, 1948, The Payment of Bonus Act, 1965, The Payment of Wages Act, 1936, The E.S.I. Act, 1948, The Employees/Workmen's Compensation Act, 1923, The Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees Pension Fund Scheme, 1995, The Contract Labour (R&A) Act, 1970, The Punjab Labour Welfare Fund Act, 1965 or any other Act or Rules regulating the employment of labour by the contractor or any modification thereof or rules made thereunder from time to time. The contractor shall be responsible to comply with all statutory obligations and provisions of various laws/Acts enacted and amended by State/Central Govt. from time to time during the period of execution of the contract.

LICENCE:

Every Contractor who engages 20 or more workmen has to obtain a license under The Contract Labour (R&A) Act, 1970 from Licensing Officer, Office of Assistant Labour Commissioner (Central) Karnal /Regional Labour Commissioner (Central), Chandigarh. A Security Amount of Rs. 90/- per worker is to be deposited by the Contractor, (Rupees fifteen per worker where the Contractor is a Co-operative Society). In addition, the following fee is to be paid for grant of License, if the Nos. of workmen employed by the contractor on any day is -

A) Manpower up to 20 Person	-	Rs. 15.00
B) Exceeds 20 but does not exceed 50	-	Rs. 37.50
C) Exceeds 50 but does not exceed 100	-	Rs. 75.00
D) Exceeds 100 but does not exceed 200	-	Rs. 150.00
E) Exceeds 200 but does not exceed 400	-	Rs. 300.00
F) 400 and ABOVE	-	Rs. 375.00

The License is valid for a period of 12 months from the date of issue.

WAGES:

The contractor will have to comply with the provisions of Payment of Wages Act, 1936 and Minimum Wages Act, 1948 with regard to payment of wages to their employees/workers.

The wages of labourers are to be paid by 7th of every month. The contractor shall maintain all records and registers required under the Law.

Since 'Appropriate Government' in the case of NFL, Panipat Unit is now Central Government, the Notification issued by the Govt. of India in regard to payment of Minimum Wages to the workmen has also to be taken into account while making payment to the workmen. Hence, the contract labour is to be paid the Minimum Wages as notified/fixed periodically by the Govt. of Haryana and the Central Govt., **whichever is higher**, for all categories of workmen. If the Minimum Wages fixed/revised by the Govt. of Haryana for any or all categories of workmen are higher than the Minimum Wages fixed/revised by the Central Govt., the rates fixed by the State Govt. will be paid and vice-versa.

HOLIDAYS:

In a Calendar Year, the Contract Labour shall be allowed THREE NATIONAL HOLIDAYS (26TH JANUARY, 15TH AUGUST, AND 2ND OCTOBER) and FOUR other FESTIVAL HOLIDAYS.

31-10-2018
अमित गुप्ता
अध्यक्ष (मा.सं.)

31.10.2018
अभिजीत घोष
उप महा प्रबन्धक (मा.सं.)

LEAVE:

In a Calendar Year, the Contract Labour is to be allowed Seven Casual Leave and 14 days sick leave on half pay. During the first year of service, the labour may be allowed two casual leave for every three months of service. The un-availed casual leave shall lapse at the end of the calendar year. Casual Leave shall not be combined with any kind of leave. If sick leave is for more than two days, the application should be supported by Medical Certificate from RMP. No labour would be entitled to wages for any leave or holiday other than National Holidays, if he was not on the rolls of the Contractor continuously for a period of one month immediately preceding such leave or holiday.

ANNUAL LEAVE WITH WAGES AS PER FACTORIES ACT, 1948

Every labour who has worked for a period of 240 days or more during a calendar year is to be allowed during the subsequent calendar year leave with wages at the rate of one day for every 20 days work performed during the previous calendar year. The leave is exclusive of all holidays whether occurring during or at either end of the period of leave. The labour who joins on a day other than 1st January shall be entitled to leave with wages if he has worked for two-third of the total number of days in remainder of the calendar year. In calculating leave, fraction of leave of a half-day or more shall be treated as one full day leave and fraction of less than half day shall be omitted.

MAINTENANCE OF RECORD OF ANNUAL LEAVE WITH WAGES IN FORM NO. 15

"The contractor shall comply with provisions on Leave with wages for contractual workers engaged, as provided under Rules 94 & 95 of The Punjab Factory Rules, 1952 as applicable in the state of Haryana. The contractor shall maintain a register in **Form No. 15** (called the Leave with Wages Register) and the name of each worker shall be entered in the said register before the close of the next calendar month following the month, in which the worker is taken in employment. Further, the contractor shall provide each worker with a book in **Form No. 15** (called the leave book) within one month following the month in which the worker is taken in employment."

OVER TIME:

Where a labour works for more than nine hours a day or for more than 48 hours in a week, he is to be paid overtime at the rate twice of his ordinary rate of wages. Where a labour works on any National Holiday, as declared, he is to be paid either twice his average daily wage or his average daily wages for that day and substituted holiday with wages on any other day within 90 days from the day on which he has worked. The average wage may be computed on the basis of his full time wages during the preceding three calendar months exclusive of overtime wages, if any.

PROVIDENT FUND:

The Contract Labour employed by the various Contractors in connection with the work of the Company are eligible for membership of Employees Provident Fund/Employees Pension Scheme. Contract Labour shall be eligible and required to become a member of the Provident Fund / EPS from the date of joining. The Contractor's worker shall subscribe to the fund a sum equivalent to 12 % of the wages including Dearness Allowance rounded to the nearest quarter of a Rupee. The Contractor shall also contribute a sum equal to the total of each such compulsory subscription every month plus allied charges like DLIS & administrative charges etc.

The Contractor must submit a statement in duplicate to P&A Deptt. showing the details of worker's wages paid for the month/deductions made from the wages on account of PF and EPS separately and deposit such deductions alongwith equal subscription by the contractor by 10th of the subsequent month alongwith the proportionate administration/ inspection charges as per PF rules and shall submit Proof of the same

The successful Contractor will take the following written undertaking from Labourers and Supervisor employed by him:

" That he will not resort to any unfair labour practice, such as illegal strike, willful go slow, spitting on the work premises, gherao of any of the Managerial and other staff, indulging in any act of violence to hold out threats of intimidation of any worker with a view to prevent him from attending work. He will maintain good discipline at work premises."

COMPLIANCE OF THE ABOVE CONDITIONS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

हेमन्त
31-10-2018
हेमन्त मुल
प्रबन्धक (प्र.स.)

अ. का. प्र.
2. 40. 2018
अभिजीत घोष
अ. महा प्रबन्धक (प्र.स.)

DECLARARTION-FORM-I

Ref. No; NFP/

Dated: _____

To,

National Fertilizers Ltd.
Panipat

Sub: _____

Dear Sir,

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I / We offer to do the job of _____ work at the rates quoted in the attached schedule of rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. National Fertilizers Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.

In case of acceptance of the tender by National Fertilizers Limited, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection to the forfeiture of the Earnest Money lodged with National Fertilizers Limited, Panipat.


Thanking you

Yours faithfully;

For M/s _____

(Signature of Contractor/Tenderer with SEAL)

Address : _____


201113









DECLARATION FORM-II

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

Sr. No.	DESCRIPTION	YES / NO (If Yes, give the following details)		
		Name and Designation of the Employee	Place of Posting	Relation with the Employee
1	If a Tenderer has relations whether by blood or otherwise with any of employees of NFL (Owner), the Tenderer must disclose the relation at the time of submission of Tender, failing which, NFL shall reserves the right to reject the Tender or rescind the Contract.			
2.	P.F. Registration No of the Contractor to be intimated alongwith Documentary proof thereof.		P.F. Registration Number	
3	PAN No of the Contractor to be intimated alongwith Documentary Proof thereof.		PAN No	
4	GST Registration No. with Documentary Proof.			
5	ESI Registration No. issued by ESI Authority			
6	If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the Registration Certificate in support thereof. Otherwise, it will be construed that the party is not registered as per MSMED Act, 2006.			
7	The bidder shall submit the name and address of the firm/ Company along with its constitution giving status of the same such as sole proprietorship/partnership or limited/private firm etc. along with its copies duly attested by Notary Public as evidence.			
8	Bank A/C details: Name of Bank _____ Branch _____ Bank A/C No _____ Type of A/C _____ IFSC Code _____			

Signature of the Contractor/ Tenderer with SEAL

PLACE: _____

Dated: _____

[Handwritten Signature]
7/7/17 *[Handwritten Name]*
21/2/17

[Handwritten Mark]

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DECLARATION OF TENDERER FOR DOWNLOADING THE TENDER DOCUMENT

(To be submitted along with Tender Documents)

Tender No.: _____ NFL / PT / _____ Dated _____

Name of the company: _____

Address: _____

City: _____

Pin code: _____

Contact Person Name: _____

Designation: _____

Phone: _____

Fax: _____

E-Mail address: _____

Maximum Annual Turnover in the last three Years: _____ Year _____

Maximum Single Work order in the last three years: _____ Year _____

- Have you studied the Eligibility criteria for the selected tender? **Yes / No**
- Is the company having valid registration with Provident Fund Authorities? **Yes / No**
- Is the company fulfilling the Minimum Annual turnover in the NIT in any of the last three preceding financial years? **Yes / No / Not Applicable**
- Is the company meeting the Minimum single work order requirement of the value mentioned in the NIT in any of the last three preceding financial years? **Yes / No / Not Applicable**
- Is the company meeting the technical qualifying criteria mentioned in the NIT? **Yes / No / Not Applicable**
- Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer. **Yes / No / Not Applicable**

Name and Designation of the Authorized Company _____

Official who has filled up the above details:
Do you confirm that the hard copy of tender being submitted is identical to the one downloaded from our web-site? In case the same is found altered / modified in any way, your offer shall be rejected forthwith and you may be barred from participating in future tenders.

~~Tender Fee of Rs. _____ is deposited in the shape of Pay Order/Demand Draft No. _____ dated _____ of _____ (Bank)~~

I / We agree to submit the attested hard copies of documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit the documents with our offer or the documents are not found in order by NFL/ not acceptable to NFL, our tender shall be rejected by NFL without any correspondence in this regard.

(Signature of Contractor/Party)

②
20-11-13

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]