### मानव संसाधन बिभाग

Ref. No. NFB/HR/GH/Washing Dated: 21.06.2023

Name of the Work: Contract for washing and Ironing of linens of NFL Hospital, Director's Bungalow and Satkar Guest House.

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NOTE: Contractors are requested to see that all the papers of tender document issued to them are intact as per above Index& all the pages shall be signed & stamped by the contractor and shall be submitted in sealed envelope.

1

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Name of the Work: Contract for washing and Ironing of linens of NFL Hospital, Director's Bungalow and Satkar Guest House.

#### **COVERING LETTER OF NIT**

		COVERNING LETTER OF THI
To,		Annexure I
	M/s	

Sub: NIT for Contract for washing and Ironing of linens of NFL Hospital, Director's Bungalow and Satkar Guest House.

Dear Sir,

Sealed TENDERS are invited for the work as detailed below:

1)	Name of Work:	Tender for washing and Ironing of linens of NFL Hospital, Director's Bungalow and Satkar Guest House				
2)	Earnest Money: (Tender received without EMD is liable to be rejected)	Cheque only, issued by any scheduled bank except rural and cooperative bank in favour of National Fertilizers Ltd, Bathinda payable at Bathinda. Cheque shall not be accepted in any case. In case party is seeking exemption of EMD under MSMED Act, he is required to submit the required documents showing eligibility.  Rs.200/- (Two Hundred Only) in form of crossed Demand Draft/				
3)	Cost of Tender Form:	Bankers Cheque/ Online submission in the account of NFL in favour of National Fertlizers Ltd, Bathinda payable at Bathinda.				
4)	Estimated Value of the work:	₹1.70 Lakhs inclusive of all taxes.				
5)	Validity of Tender	<b>4 (Four) Months / 120 days</b> from the Date of Opening of Technical Bids for the acceptance.				
6)	a) Validity / Period of Contract	Two Years from the date of award of the Contract and further extendable for a period of 3 months on the same rates, terms and conditions at the sole discretion of NFL.				
	b) Time of Completion:	02 Years (24 months)				
7)	Last date and time of Issue of Tenders:	03.07.2023 up to 12.30 Hrs.				
8)	Last date and time of Receipt of Tenders:	03.07.2023 up to 15:00 Hrs.				
9)	The date and time of Opening of Tenders:	03.07.2023 up to 15:30 Hrs.				
10)	Place of receipt and Opening of Tenders:	Office of Sr. Mgr. (HR), NFL Bathinda Unit.				

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- 11) The rates should be quoted item wise for the complete Scope of Work as per Performa 'Schedule of Rates'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for 120 days from the date of opening of Technical bid for the acceptance.
- 12) In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be acceptable.
- 13) The tenderer 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 Rates.
- 14) National Fertilizers Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender. The tender can be split between two or more tenderers without assigning any reason thereof as per the requirement on case to case basis.
- 15) Incomplete Tenders or Tenders not accompanied with the required Details / Documents / Tender fee/ EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.

#### 16) **Submission of Tenders**:

- i) No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
- ii) Tender documents should be submitted along with duly filled in all Annexures.
- iii) The tender will be divided in three parts:
  - a) Earnest money.
  - b) Technical and commercial bid
  - c) Price bid (in a sealed envelope)
- iv) Tenderer should submit above documents in the Office of Sr. Mgr. (HR)

#### 17) Opening of Tender:

The Tender shall be opened as under:

#### **Envelope No. 1:**

Super scribed "Earnest Money" containing Earnest Money shall be opened first,on the Scheduled Date & Time of Opening of Tenders in the presence of the Tenderers or their representative, who wish to be present at the time of Tender Opening.

#### **Envelope No. 2:**

Super scribed 'Technical Bid' will then be opened and discussion would be carried out with the respective Tenderers for clarifications, if any.

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#### Envelope No. 3:

Super scribed "**Price Bid**" shall be opened subsequently (if the Technical bid is found technically acceptable) on the same day or at a later date, which shall be intimated to the Tenderers.

- 18) The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 shall not be applicable on Works Contract means wherein transfer of property in Goods involved in execution of such contracts, i.e., wherein both material and services are involved. This contract is a Service Contract.
- 19) Evaluation of offer shall be on overall L-1 basis.
- 20) All pages shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
- 21) No condition or deviation should be mentioned by tenderer in their Bid (i.e Technical bid as well as Price bid). Bids with any condition or deviation shall liable to be rejected.
- 22) NFL reserves it's right to open the Price bids of only such contractors who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids.
- 23) 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.
- 24) NFL reserves the right to postpone the tender opening date and / or tie and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 25) The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.
- 26) NFL further reserves it's right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.
- 27) NFL shall not be responsible for delay, loss or non-receipt of tender document sent by post.
- 28) The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL Bathinda Unit and have a good character.
- 29) In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the party. NFL shall not be responsible on this account whatsoever.
- 30) The contractor shall not appoint any sub company / agency to carry out any obligation under the contract. If at any time such a discrepancy is detected, the contract shall stand terminated without any notice and the

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security deposit shall be forfeited.

- The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 shall not be applicable on Works Contract means wherein transfer of property in Goods involved in execution of such contracts, i.e., wherein both material and services are involved. This contract is a Service contract.
- 32) The offers received after scheduled date and time of submitting the offer would be out rightly rejected.
- 33) If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, NFL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, NFL shall deem such tender as cancelled, unless the firm retains its character.
- 34) NFL reserves the right to postpone the tender opening date and / o r tie and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 35) The offers received after scheduled date and time of submitting the offer would be out rightly rejected.

Thanking you,

Yours Sincerely, For& on behalf of National Fertilizers Limited

(Karam Chand Sharma) Sr. Manager (HR & Law)

#### Encl:-

1. Annexure I to Annexure XI

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**ANNEXURE -II** 

#### **NOTICE INVITING TENDER**

Sealed Tenders are invited from experienced contractors for the work for washing and Ironing of linens of NFL Hospital, Director's Bungalow and Satkar Guest House." for 02 years as per the following details: -

S	NIT	Tender	EMD	Overal		Last date &	& time for	
r N o	No.	Fee (Non- Refund -able)	₹	1 Time of Compl e- tion	Estim ated Cost of work	Issue of Tender docume nts	Submissi on of sealed tenders	Opening of Tenders( Techni- cal Bids)
1 .	NFB/ HR/ GH/ wash ing	Rs. 200/- (Rupee s Two Hundre d Only)	Rs. 2000/- (Rupe es Two Thous and Only)	02 Years (Two Years	₹1.70 Lakhs	Up to 1230 Hrs. on 03.07.20	Up to 1500 hrs.on 03.07,20 23	At 1530 hrs. on 03.07.20 23

Tender documents (non-transferable) can be had by the contractor or his duly authorized representative from the office of the undersigned as per above schedule on submission of Tender Fee. Tender fee (non-refundable) and earnest money shall be **paid by demand draft** / Banker's Cheque **only** drawn in favour of National Fertilizers Limited, Bathinda payable at Bathinda. Tender documents can also be downloaded from our website <a href="www.nationalfertilizers.com">www.nationalfertilizers.com</a>, in that case, tender fee as stated above is to be submitted in the form of separate Demand Draft.

NFL reserves it's right to open the Price bids of only such contractors who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids. NFL further reserves it's right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.

NFL shall not be responsible for delay, loss or non-receipt of tender document sent by post.

The offers received after scheduled date and time of submitting the offer would be out rightly rejected.

For & on behalf of National Fertilizers Limited, Bathinda

(Karam Chand Sharma) Sr. Manager (HR & Law)

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**ANNEXURE -III** 

### (To be submitted in Envelope No. II) **DECLARARTION-FORM-I**

To,

by such	conditions.	I/We	o ff on				
ed Schedule of Rate			offer	to	do	the	job of the rates quoted
charge of M/s. Nation ork.	nal Fertilizers Lin	nited and her	reby bind my	self/ourselv	res to com	nstructions aplete the w	in writing of the work schedule and
		EFT from yo	ur Bank i.e. S	SBI, Bathin	da, Branc	h IFS Code	e: SBIN0003591.
nnk A/c No. n SBI / any Nationaliz	zed Bank)						
pe Account (Current	A/c or Saving A/c	c)					
ame of the Bank							
ddress of the Bank &	Branch						
anch Code:							
SC Code							
tions mentioned in th	ne tender documen	nts, failing w	hich, I/We sh				
king you							
							Yours faithfully
	further agree to abovith specifications of a vith specifications of a vith specifications of a vith specifications and A/c No. is ank A/c No. is a SBI / any Nationalizate Account (Current ame of the Bank didress of the Bank & anch Code:  SC Code  SC Code  se of acceptance of the Money deposited with a vith specification of the vith specific	further agree to abide by the condi- with specifications of materials and work we agree to accept payment by ECS / In word Bank A/c No. is as under:  ank A/c No. a SBI / any Nationalized Bank) whe Account (Current A/c or Saving A/c ame of the Bank and ddress of the Bank & Branch anch Code:  SC Code  See of acceptance of the tender by National Security of the Bank and the security of the Bank and the security of the Bank and Bank an	further agree to abide by the conditions of convith specifications of materials and workmanship and the agree to accept payment by ECS / EFT from your Bank A/c No. is as under:  unk A/c No.  SBI / any Nationalized Bank)  type Account (Current A/c or Saving A/c)  ame of the Bank  ddress of the Bank & Branch  ranch Code:  SC Code  See of acceptance of the tender by National Fertilizers tions mentioned in the tender documents, failing when you deposited with National Fertilizers Limited, Bank Branch Bank Branch Code;	further agree to abide by the conditions of contract and to with specifications of materials and workmanship and instructions of eagree to accept payment by ECS / EFT from your Bank i.e. of your Bank A/c No. is as under:  ank A/c No.  a SBI / any Nationalized Bank)  where Account (Current A/c or Saving A/c)  ame of the Bank  anch Code:  SC Code  See of acceptance of the tender by National Fertilizers Limited, I/W tions mentioned in the tender documents, failing which, I/We shadoney deposited with National Fertilizers Limited, Bathinda.	further agree to abide by the conditions of contract and to carry out a with specifications of materials and workmanship and instructions referred to be agree to accept payment by ECS / EFT from your Bank i.e. SBI, Bathing your Bank A/c No. is as under:  Ink A/c No. In SBI / any Nationalized Bank)  In Per Account (Current A/c or Saving A/c)  In Bank & Branch  In Bank & Branch  In Bank & Branch  In Code:  SC Code  See of acceptance of the tender by National Fertilizers Limited, I/We bind mystions mentioned in the tender documents, failing which, I/We shall have not foney deposited with National Fertilizers Limited, Bathinda.	further agree to abide by the conditions of contract and to carry out all work with specifications of materials and workmanship and instructions referred to in the Not Ye agree to accept payment by ECS / EFT from your Bank i.e. SBI, Bathinda, Branch your Bank A/c No. is as under:  Ank A/c No. in SBI / any Nationalized Bank)  Appe Account (Current A/c or Saving A/c)  Amen of the Bank  Address of the Bank & Branch  Banch Code:  SC Code  See of acceptance of the tender by National Fertilizers Limited, I/We bind myself/oursel tions mentioned in the tender documents, failing which, I/We shall have no objection foney deposited with National Fertilizers Limited, Bathinda.	further agree to abide by the conditions of contract and to carry out all work within the with specifications of materials and workmanship and instructions referred to in the Notice Inviting We agree to accept payment by ECS / EFT from your Bank i.e. SBI, Bathinda, Branch IFS Code Wour Bank A/c No. is as under:    Ink A/c No.

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#### **ANNEXURE-IV**

### (To be kept in Envelope No. II) **DECLARATION FORM-II**

The following declaration to be signed by Contractor and to be submitted along with required documents which would be duly self- certified:

Sr. No.	DESCRIPTION				
	If a Tenderer has relation(s) whether by blood	YES / NO(If Yes, give the following details)			
1	or otherwise with any of employee(s) of NFL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. NFL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	Name & Design. of the Employee	Place of Postin g	Relation with the Employee	
2	P.F. Registration No. of the firm / company to be indicated along with Documentary proof thereof.				
3	PAN No. (Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentary Proof thereof.				
4	GST Registration No. of the firm / company issued by GST authorities along with Documentary Proof thereof.				
5	<b>ESI Registration No.</b> issued by ESI Authorities along with documentary proof thereof.				
6	MSME Registration If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006. (This contract is a Service_contract)	(If Yes, a Se registration certi (Not applicable	ficate to be	submitted)	
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)				
8	Name of the Firm				

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9	Address of the Firm	
10	Contact Details:  a) Name of the Person: b) Mobile number / Landline Number c) Email	Contact Details: a) b) c)
11	Power of Attorney for submission of tender document, as applicable Submitted	Yes / No
12	Tender cost Amount, DD Number and Date	
13	EMD Amount, DD Number and Date	

Note: Please attach separate sheets for the details, wherever necessary.

	Signature of the Contractor/ Tenderer with SEA
Place:	
Dated:	

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#### ANNEXURE- V

(To be kept in Envelope No. II)

#### **DECLARATION FORM-III**

To.

Sr. Manager (HR) National Fertilizers Ltd. Bathinda

Dear Sir.

### **UNDERTAKING** a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Unconditional, including rebates offered. I/We shall have no objection for rejection of the offer. if found conditional. b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us. c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled. d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT. **ACCEPTANCE OF TENDER CONDITIONS** 2 I/We have personally read the General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the 3 FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE With reference to your NIT No. NFB/HR/GH/2022 dated 29/07/2022 and the tender documents displayed on your web site, we hereby submit our tender for the subject work. Since we have not purchased the tender document from your office and the tender documents have been down-loaded by us from NFL web site, we are hereby enclosing a demand draft No. dated of (Bank) amounting to Rs.\_\_\_ (Rupees\_ only), in favour of National Fertilizers

Limited, payable at Bathinda towards the cost of tender documents.

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	4	Labour License(If applicable)
		The contractor shall obtain Labour Licence, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules,1971 and submit a copy of the same to NFL, Bathinda before start of execution of contract work. Accordingly we hereby give undertaking that:
		"As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of from the appropriate
		Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to NFL, Bathinda before start of execution of contract work".
	5	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name
	6	I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of NFL.
	7	I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of NFL.
Thankin	ng you.	•
		Yours faithfully For & on behalf of Contra
		Signature of the Contractor/ Tenderer with Sl
Place:_		

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#### **ANNEXURE - VI**

#### **REGISTRATION OF GST NUMBER**

#### **Requirement of GST Number:**

The bidders are required to obtain the valid GST No., if applicable, as per laid down provisions under GST Act and submit a copy there of as a documentary evidence. Further in case the registration is not applicable under GST Act the same may be confirmed and following undertaking may be given by bidder

#### **UNDERTAKING**

Whether Registration certificate obtained: Yes/No (tick whichever is applicable)

- a) In case Yes, copy of valid certificate enclosed.
- b) In case No, It is confirmed that registration under GST Act is not applicable.
- c) In case registration under GST Act becomes applicable during the currency of contract, same shall be obtained and copy of valid GST No. shall be submitted to the NFL.

(Signature & stamp of bidder)

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**ANNEXURE -VII** 

### GENERAL TERMS & CONDITIONS SECTION-I

#### 1) **CONCILIATION & ARBITRATION:**

#### 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 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 the 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* (*Unit Head*).

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 exceed 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 proceedings 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 of SBI PLR / Base Rate applicable to NFL on date of award of contract.

### "The Seat and venue of Arbitration shall be at Bathinda".

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.

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#### 2) SECURITY DEPOSIT

The Security Deposit shall be 10% of total Contract/Work order value which is required to be deposited within 10 days of issue of Letter of Intent (LOI)/Work order (WO) by the successful tenderer, instead of 10% of the contract/work order value i.e. 2.5% as initial Security Deposit (ISD) plus balance SD @ 7.5% from each bill and the final bill so as to make the total security deposit as 10% of the Contract/Work order value.

In case party does not deposit above said SD within 10 days of the issue of LOI / WO, the same shall be recovered from party's 1<sup>st</sup> month's bill along with an interest @ prevailing SBI-1 year MCLR plus 1% for the complete month from the date of issue of LOI/WO.

No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after obtaining "No objection certification" from executive department after expiry of Defect Liability Period.

#### OR

The tenderer can furnish a Bank Guarantee from any of the scheduled bank **excluding Gramin / Co-operative Bank** in the form specified by NFL 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 15 **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 vendor / contractor.

The Vendor/Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker i.e. ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP-201301, IFSC Code: ICIC0000031, as per following details:

- 1) IFN 760 COV for issuance of bank guarantee.
- 2) IFN 767 COV for amendment of bank guarantee.
- 3) Issuing bank shall mention IFSC Code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.
- iv) Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/IFN 767 COV.

#### 3) 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 appropriate value, i.e. Rs.100.00, with NFL within 10 days (Ten days) of receipt of the Letter of Intent by him. 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.

Contract agreement shall be duly signed on the date of signing / execution, by both the parties

#### 4) TERMS OF PAYMENT:

a. Contractor shall submit bill in triplicate to the <u>HR</u> Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification

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to F&A Department for payment through HOD.

- b. Payment of monthly running account bill shall be made after making necessary recoveries as per contract within 30days after receipt of bill by NFL, complete in all respects.
- c. Payment of final bill shall be released <u>within 60 days after receipt of bill by NFL, complete</u> in all respects.
- d. NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.
- e. Payment of security deposit deposited/deducted from the bills shall be released after completion of job and expiry of defect liability/performance period.
- f. The contractor has 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-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.

#### 5) **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 relating to the contract (including any arbitration in terms thereof) shall lie only in the court of Competent authority civil jurisdiction in this behalf at Bathinda ( where this contract has been signed on behalf of the owner) and only the said courts shall have jurisdiction to entertain and try such action(s) and / or proceeding (s) to the exclusion of all other courts.

#### 6) **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.

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#### 7) INSURANCE

Contractor shall be solely responsible for any liability for himself and his workers in respect of any accident, injury etc arising out of and in course of execution of contract.

8) Contractor shall submit taxable invoice as per GST act.

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**ANNEXURE-VIII** 

## **NO RELATION CERTIFICATE**

It is certified that I, the undersigned do not have relationship with any of the employees working in NFL.

The above statement is true and is submitted against the Tender Enquiry No. NFB/HR/GH/Washing dated 21.06.2023 of Human Resource department , NFL Bathinda.

Signature of the Contractor
Address
Mobile No.
WIOUNG 140.
E mail address (if any)

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**ANNEXURE -IX** 

<u>e-bid on GeM portal guidelines:</u>All the terms and conditions other than mentioned in the NIT shall be as per the GeM General Terms and Conditions.

### **E-Tendering Guidelines (NOT APPLICABLE)**

### 1). Enrolment process in the Tender site

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

#### 2). Tender search

- There are various search options built in the Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Favourites' folder. This would enable the Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### 3). Preparation of bids

- 1) Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
- 2) File and Folder name should not contain any special characters (&, #, etc) or space in between.
- 3) Download the tender document, NIT, BOQ of the required tender in that folder.
- 4) Scan the EMD fee instruments/ Tender fee instruments for offline payments if any.
- 5) In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.

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- 6) Scan and keep ready Pre-qualification documents like life certificates, PAN etc if any
- 7) Prepare the technical bid document and then convert into PDF.
- 8) Prepare the BOQ i.e. fill up required figures in the downloaded XLS document. The BOQ file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.
- 9) Keep all the documents in the same folder for the easy bid document upload
- 10) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications with the TIA, the bid no can be used as a reference.

#### 4). Submission of bids

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be Posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4) If a standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 5) Password maintenance

- 1) The length of the password should be of 8 to 32 characters
- 2) The password should be of any English lowercase and uppercase (a-z and AZ) characters.
- 3) The password must contain at least one number between 0-9.
- 4) The password must contain at least one special character from these [! @ # \$^ \* \_ ~]
- 5) Sample password is just like Admin123\$, India2000#, etc.

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#### 6). About DSC

- 1. Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
- 2. Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
- 3. Bidders have to procure Class 3 signing certificates only. Only Class 3 is valid for e-tendering purpose.
- 4. The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
- 5. Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
- 6. Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC.
- 7. Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

#### 7). DSC providers for Private firms

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

- i. The vendors like TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) are issuing DSC's for bidders.
- ii. The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

#### 8). Advantage of "My Space" on Portal

- 1. The bidder can upload Non Sensitive frequently asked documents prior at any point of time once he logs in to the application. These are not encrypted.
- 2. The can be anything like PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
- 3. In some cases the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
- 4. This will avoid repeated upload of common documents and also save space and time.

### 9). System requirements

- 1) Windows XP with latest service pack / Windows 7/ Windows 10
- 2) Loaded IE 7.0 or above
- 3) Loaded JRE 1.6 or above
- 4) Antivirus Software with latest definition.
- 5) Internet connectivity
  - (a) Scanner to scan the documents if required
  - (b) Printer and PDF Creator.

#### 10). Assistance to Bidders

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

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- (iii) All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering.
- (iv) NFL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
- (v) For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
- (vi) It is mandatory for the vendors to use the digital certificate in all their bidding Process.
- (vii) It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

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**ANNEXURE-X** 

#### TECHNICAL TERMS AND SCOPE OF WORK

#### The technical terms, Scope of work & supplementary conditions is as under:

- The quantities mentioned in the NIT against each items are estimated ones which may vary i.e. increase or decrease up to any extent depending on requirement during the period of the contract. However, NFL does not guarantee minimum washing of Linens of NFL Hospital and Guest House.
- 2.The contractor/ his representative shall visit NFL Hospital and NFL Guest House at least three times a week for collection of clothes for washing and delivering the washed clothes. In addition to this, the contractor shall have to visit guest house and NFL Hospital as & when required and telephonically informed by the In charge of Guest house/ NFL Hospital.
- 3. The contractor shall submit copy of PAN Card, Registration No. And GST No., if required.
- 4. The contactor shall have to arrange for the material i.e. Detergent, washing powder, etc for washing of clothes of his own. NFL shall not pay anything extra for the material.
- 5. If the clothes are not washed in time, NFL has the right to get the clothes washed from any other agency and the difference of rates if any shall be charged/ deducted from the bill/s of the contractor.
- 6. If the clothes are not washed properly the contractor shall have to wash them again without any extra charges.
- 7. The contractor/ his representative must check the clothes during collection of the same from the guesthouse & Hospital.
- 8. In case of damage/loss of cloth by the contractor, the actual cost of the cloth shall be recovered from him.
- The rates quoted by the contractor against each item shall remain firm during the period of contract including extension period, if any and shall not be changed under any circumstances.

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**ANNEXURE-XI** 

# **PRICE BID**

Subject: Washing and ironing of linens of NFL Hospital, Director's Bungalow and Satkar Guest House.

Sealed tenders are invited for washing and ironing of linens of NFL Hospital, Director's Bungalow and Satkar Guest House at NFL Bathinda Unit. You are requested to quote the rate/s against each items separately, inclusive of all taxes, in the space provided for the same as per table below. Table I for rates of Satkar Guest House and Table II for rates of NFL Hospital. Please avoid any over writing or cutting.

Table I for Satkar Guest House and Director Bungalow

S.No.	Item description	Unit	Estima		washing	per	item	in
			ted	rupees In	In Words			
				Figure	iii vvoids			
1	Mattress cover (Single)	No.	10					
2	Bed Sheet Double	No.	1812					
3	Quilt Cover	No.	5					
4	Towel Medium	No.	83					
5	Towel Hand	No.	40					
6	Seat Cover (Car)	No.	5					
7	Table Cover	No.	10					
8	Bed Cover ( Single)	No.	8					
9	Bed Cover ( Double)	No.	175					
10	Bed Sheet Single	No.	1868					
11	Towel Full	No.	3430					
12	Pillow Cover	No.	3462					
13	Curtain Full	No.	244					
14	Blankets	No.	173					

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### Table II for NFL Hospital

S.No.	Item description	Unit	Estimated	Rate for washing per item in rupe	
				In Figure	In Words
1	Bed Sheet Single	No.	2155		
2	Towel Full	No.	522		
3	Pillow Cover	No.	418		
4	Curtain Full	No.	72		
5	Blankets	No.	11		
6	Curtain Window	No.	22		
7	Blanket Cover	No.	80		
8	Gown/Kurta Pajama	No.	9		
9	Tray Wrappers	No.	50		

Note: All the rates quoted at Table I and Table II are inclusive of taxes.

	(Signature of Tenderer)
Address (Residence)	
(Office)	