



NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)

Naya Nangal (Punjab)-140126 India

Production Department

E-mail: ips@nfl.co.in

Fax- 01887-220541

NOTICE INVITING TENDER FOR

Contract for “Internal Handling of Fertilizers, Cleaning, and De-scaling & Misc. Jobs in Bagging Plants (I & II) for two years (2024-26).”

DUE DATE OF RECEIPT OF TENDERS	:	06.03.2024 up to 14:00 Hrs.
DUE DATE OF OPENING OF TENDERS	:	06.03.2024 at 15:30 Hrs.

THIS DOCUMENT CONTAINS	:	
NIT	:	69 pages
PERFORMA FOR QUOTING RATES (Annexure 1-B)	:	3 pages
TOTAL (Including this sheet & List of Documents)	:	72 pages

Signature of Tender Issuing Authority

List Of documents

Name of Work "Internal Handling of Fertilizers, Cleaning, De-scaling & Miscellaneous Jobs in Bagging Plant-I&II					
Sr. No.	Particulars of document	Annexure Number	Page Number		No of pages
			From	To	
1	Notice inviting tender/ Index	b	1	3	3
2	Covering letter of NIT	I	4	4	1
3	Instruction to bidder	I-A(1)	5	6	2
4	Payment details of submission of Tender Fee and EMD	I-A(2)	7	12	6
5	Scope of work	I-A	13	24	12
6	Schedule of Quantities	I-B	25	26	2
7	Special Terms and Conditions of Contract	I-C	27	28	2
8	Declaration Form -I	II	29	29	1
9	Declaration Form -II	III	30	31	2
10	Declaration Form -III	IV	32	33	2
11	Registration of GST Number	V	34	34	1
12	Affidavit in reference of Not Blacklisted, Debarred, De-listed or put on holiday	VI	35	35	1
13	Eligibility Criteria	VII	36	38	3
14	Evaluation Criteria	VIII	39	39	1
15	Definition of terms	IX	40	41	2
16	General Terms & Conditions (GTCC)	X	42	55	14
17	Proforma for proprietorship Affidavit	XI	56	56	1
18	Procurement from a bidder which shares a land border with India	XII	57	57	1
19	Integrity Pact	XIII	58	62	5
20	Proforma for Bank Guarantee Against Advance Payment	XIV	NA		
21	Security Deposit-Cum-Performance Bank Guarantee Format	XV			
22	Bank Guarantee for Bid Security Deposit/EMD	XVI	63	63	1
23	Performance Bank Guarantee Format	XVII	NA		
24	Proforma for Indemnity Bond	XVIII			
25	Guidelines for e-tendering	XIX-A			
26	Instructions to Bidders on GeM Portal	XIX-B	64	64	1
27	Contract Agreement	XX	65	70	6
28	Certificate along with Final Bill	XXII	71	71	1

29	CISF Gate pass clearance certificate	XXIII	72	72	1
Total pages			72		

Note: -

1. Contractors are requested to see that all the papers of tender document issued to them are intact as per above Index.
2. All the pages shall be signed and stamped by contractor and shall be uploaded on GeM portal.

Annexure-I

NIT
NATIONAL FERTILIZERS LIMITED, NANGAL UNIT, NAYA NANGAL
PRODUCTION DEPARTMENT

Ref. No.: NFN/ / 2024-26/ CPO/ (Prod - Bagging)/29

Date: **06.02.2024**

Work Description	Estimated Cost (Lakhs) inclusive of GST	Cost of Tender Documents (Rs)	Availability of Tender Documents on GEM Portal	Date of receipt of Tenders	Date of Tender Opening
Internal Handling of Fertilizers, Cleaning, De-scaling & Misc. Jobs in Bagging Plants (I & II) for the year 2024-26	987.44 Lakhs	1000.00	06.02.2024	06.03.2024 Up to 14:00 Hrs.	06.03.2024 at 15:30 Hrs.

GM (Production)

NATIONAL FERTILIZERS LIMITED: NANGAL UNIT
NAYA NANGAL
INSTRUCTIONS TO TENDERERS

- 1) Incomplete tenders/tender without Earnest Money and tenders received after the closing of due date are liable to be out rightly rejected.
- 2) The tenderer shall quote in English both in figures as well as in words the rates and amounts tendered by him, on the form of schedule of quantities forming part of the tender documents. The amount for each item shall be worked out and entered and requisite totals be given for all items. The tenderer shall duly sign the tendered amount for the work entered in the tender.

If there are differences found between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and the general summary, the same shall be adjusted in accordance with the following rules:

- a) In case of duplicity of any item in the schedule of quantities, the lowest quoted rate of the contractor for such items will be operated in the contract.
 - b) If there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer, shall be taken as correct.
 - c) When the rate quoted by the tenderer in figures and words tallies but the amount worked out is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - d) When the amount of an item is not worked out by the contractor, or if it does not corresponds with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct.
 - e) In the event of any error occurring in the amount column of schedule of quantities as a result of wrong extension of unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - f) All errors in totaling in the amount column and in carrying forward total shall be corrected.
 - g) The total of various sections of schedule of quantities as amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance. Any rounding off in the schedule of quantities or in general summary, by the tenderer, shall be ignored.
- 3) The contractor as a token of acceptance of NIT terms and conditions shall sign all pages of NIT and annexures.
 - 4) **DECLARATION OF TENDERERS RELATIONS WITH NFL EMPLOYEES:** Should a tenderer have a relation or in the case of a firm, one or more of its partners a relation or relations employed in NFL or in case of company any of its official or relations employed in NFL, the authority inviting tenders shall be informed of the fact at the time of submission of the tender. If so, the name, designation, department and E. Number of such employees be indicated failing which NFL may in its sole discretion reject the tender or rescind the contract. If any ex-employee(s) of NFL is/are employed with the tenderer, name, designation, department and E. Number of such employee(s) be indicated and if any ex-employee(s) of NFL is/are employed, after acceptance of tender, the said particulars shall also be intimated immediately in writing to NFL from time to time.
 - 5) The following documents forming the contract are to be taken as mutually explanatory of one

another and in case of discrepancy the following order of preference shall be observed:-

- (i) Agreement
 - (ii) Work Order
 - (iii) Letter of intent
 - (iv) NIT
 - a) Technical scope of work
 - b) Engineering Specifications.
 - c) Special terms and conditions etc.
 - d) General Terms & Conditions
- 6) Variations: No variation of the clauses of this contract shall be valid unless made in writing and duly signed by both the parties. NFL shall not in absence of its specified written acceptance, be bound by any provisions in the tenderer's offer, forms of acknowledgement of contract & other documents which supports to this contract.
- 7) Not more than one tender shall be submitted by a contractor or by a firm of contractors. If they do so, all such tenders are liable to be rejected.
- 8) The tenderer shall certify that none of their group/sister concern/ partnership firm are participating in this tender. They will also submit an undertaking that in case of concealment of any facts, if detected later on the bidder along with group/ sister concern/ partnership firm participated in this tender NFL reserves its right to take action as per clause no. 46 of **GENERAL TERMS & CONDITIONS**.
- 9) **VALIDITY OF THE CONTRACT:**
- a) The Contract shall normally remain valid for a period of 24 months unless specifically mentioned in the documents, 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) The contract can be extended at the same rates, terms & conditions for a period of three months at the sole discretion of NFL.
- 10) The contractor may have to carry out the work in running plant under prevailing conditions, and therefore:
- a) They may have to place their materials and equipment etc. at a place safe for working as per directions of the Safety Officer/ Engineer In charge, and nothing extra will be payable for any extra load involved in executing the works at different locations in Factory, Plants, Offices/Township.
 - b) There may be hold ups/interruptions on this account and further contractor may have to take extra precautions for working in factory premises, for which nothing extra shall be payable. However, time extension for hold ups/interruptions may be considered.
- 11) **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.

Annexure-I-A (2)

फैक्स : 01887-220541
एस टी डी कोड नंबर : 01887
ईपीएबी एक्स नंबर : 220570
वेबसाइट :
नेशनलफेर्टिलिज़र्स.कॉम

नेशनल फ़र्टिलाइज़रलिमिटेड
(भारत सरकार का उपक्रम)
नंगल इकाई, नया नंगल 140126 (पंजाब)
NATIONAL FERTILIZERS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
NANGAL UNIT, NAYA NANGAL (PUNJAB)
140126

FAX: 01887-220541
STD Number: 01887
EPABX Number: 220570
Website:
nationalfertilizers.com
Email: ips@nfl.co.in Mobile
number: 9417333060

(An ISO-9001:2008, ISO-14001:2004 & OHSAS-18001:2000)

Ref. No.: NFN / 2024-26/ CPO/ (Prod - Bagging)/29
To

Dated: 06.02.2024

M/s

Subject: NIT for the contract "Internal Handling of Fertilizers, Cleaning and De-scaling & Miscellaneous Jobs in Bagging Plant (I&II) for two years (2024-26).

Dear Sir,

Tenders are invited for the work as mentioned above on Gem portal. The details of the tender are as under:

1)	Name of Work:	"Internal Handling of Fertilizers, Cleaning and De-scaling & Miscellaneous Jobs in Bagging Plant (I&II).
2)	Earnest Money: (Tender without EMD & cost of Tender documents is likely to be rejected)	Tenderer to submit Earnest Money of Rs.1,00,000/- (Rupees One Lac only) in the form of Demand Draft / Banker's Cheque only, in favour of National Fertilizers Ltd, Naya Nangal payable at Naya Nangal/ Nangal. Cheques shall not be accepted in any case. If any case party submits demand draft for the bank other than SBI (N) and whose branch is not available in Nangal then his quotation shall be loaded with equal amount of bank charges, incur by the NFL on realization of said DD, for common evaluation, after approval of GM (O&M). Alternatively the above amount (s) can also be transferred through NEFT / RTGS directly to NFL's bank account (SBI CC number 11070992603 IFSC: SBIN0000689, Branch: Naya Nangal) along with intimation of banks transfer reference number / UTR number to be intimated to the Executive Department through mail / letter. If the original DDs / bank guarantee not reach before due date, the bid of that / those bidder(s) shall not be opened. NFL takes no responsibility for delay, loss or non – receipt of EMD and tender fee sent by post / courier.

3)	Cost of Tender Form:	Tenderer to submit separately Rs. 1000/- (inclusive of GST) in the form of Demand Draft / Banker's Cheque only, in favour of National Fertilizers Limited, Naya Nangal payable at Naya Nangal / Nangal as Tender cost. Cheques shall not be accepted in any case. Alternatively the above amount (s) can also be transferred through NEFT / RTGS directly to NFL's bank account (SBI CC number 11070992603 IFSC: SBIN0000689, Branch: Naya Nangal)
4)	Estimated Value of the work :	Rs. 9,87,43,780.60 inclusive of GST @18% for two years.
5)	Validity of Tender	4 (Four) months / 120 days from the Date of Opening of Technical Bids.
6)	a) Validity / Period of Contract	Two years from the date of award of the Contract and further extendable for three months at the sole discretion of NFL.
	b) Time of Completion:	As per Special Terms & Conditions of NIT
7)	Last date and time of Issue of Tenders:	06.03.2024 as per GeM
8)	Last date and time of Receipt of Tenders:	06.03.2024 up to 1400 Hrs.
9)	The date and time of Opening of Tenders:	06.03.2024 at 1530 Hrs.
10)	Place of receipt and Opening of Tenders (on Gem portal)	Office of GM (Production), NFL Nangal.

- 11) The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.

Parties are advised to visit NFL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.

All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing or in person during office hours (08:00 hrs. to 17:00 hrs.) on any working day, to Issuing Authority, GM (Production) at least 2 (two) days prior to the closing date of the tender.

- 12) 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**.
- 13) 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.

- 14) 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.
- 15) National Fertilizers Limited reserves the right to issue/non-issue or reject tender document of any party. However, where enquiries are made by the bidder, reasons for rejecting a tender or non-issuing a tender document will be disclosed to the prospective bidder.
- 16) Incomplete Tenders or Tenders not accompanied with the required details / EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.
- 17) **Submission of Tenders:**
 - i) No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
 - ii) Tenders should be submitted along with duly filled in 'Bid form' as given in the GTCC.

The bidders shall upload duly signed copies of their bids / Documents in the following manner:

- A. The bidder shall upload scanned copies of
 - (1) Crossed Demand Draft towards EMD and Tender document fee.
 - (2) If the bidder is seeking exemption of EMD under MSMED Act, it is required to upload the requisite documents showing eligibility.
- B. Original DD should reach GM (P), National Fertilizers Limited Nangal, Distt. RUPNAGAR (Pb.) Pin code: 140126 before opening of Techno-commercial bid. If the original DDs / Bank Guarantee does not reach before due date at, the bid of that / those bidder(s) shall not be opened. NFL takes no responsibility for delay, loss or non-receipt of EMD & Tender Fee sent by post / courier. If amount is transferred through EFT/NEFT/RTGS parties must intimate the bank transfer reference number/UTR Number to the executive Department through mail /letter.
- C. The bidders shall upload one set of NIT document duly signed on each page as token of acceptance of all terms and conditions.
- D. Submission of price bid as per "Schedule of Rates": The party shall quote their rates as per format of 'Schedule of Rates' and shall be uploaded by the tenderer / bidder

The following scanned copy documents have to be uploaded with the offer, failing which the tender will be liable for rejection:

- a) Self - Attested copy of Permanent Account Number (PAN) from Income Tax Authorities.
 - b) Self - Attested copy of Proof of PF Registration Number issued by PF department.
 - c) Self - Attested copy of GSTIN, Registration certificate number issued by GST department.
 - d) Attested copy of ESI Registration No. along with documentary Proof.
 - e) Declaration Forms I, II & III.
 - f) An Affidavit stating as per Annexure: VI ((AFFIDAVIT in reference Blacklisting etc.), in original on Non-judicial Stamp Paper of Rs.30.00 duly attested by Notary.
 - g) Notarized / Certified Copy of Power of Attorney in the Name of Person, who has signed the Tender Document. (In case of Partnership Firm or otherwise as the case may be).
- 18) This letter shall form part of the contract document and shall be signed and uploaded along with the tender documents.

- 19) NFL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids.
- 20) Evaluation of offer shall be on overall L-1 basis.
- 21) All pages shall be initialed 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/ authorization 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.
- 22) No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.
- 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) While submitting the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 25) 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 negotiations.
- 26) NFL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 27) In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happen to be a holiday / closed day, the tender will be received / opened on the next working day.
- 28) More than one quotation in a single tender will not be considered. Not more than one tender shall be submitted by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
- 29) The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.
- 30) NFL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.
- 31) NFL shall not be responsible for delay, loss or non-receipt of tender document sent by post.
- 32) The personnel of the contractor shall not enter into any unlawful activity within the premises of

NFL and have a good character.

- 33) 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.
- 34) The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from NFL. If at any time such a discrepancy is detected, the contract shall stand terminated without any notice and the security deposit shall be forfeited.
- 35) The offers received after scheduled date and time of submitting the offer would be out rightly rejected.
- 36) 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.
- 37) NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 38) If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
- 39) Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 40) Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
- 41) "Bidder shall not be affiliated with a firm or entity:
 - (a) That has provided consulting services related to the work to the NFL during the preparatory stages of the work or of the project of which the works/services forms a part of. OR
 - (b) That has been hired (proposed to be hired) by the NFL as an Engineer/ Consultant for the contract."
- 42) Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Form I & II whichever is applicable.
- 43) The Bidder shall submit Power of Attorney/ Authorization in favor of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness

measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) in favor of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such “Power of Attorney” should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender.”

- 44) In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to NFL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 45) NFL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by NFL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NFL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NFL thereunder.”
- 46) This letter/instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
- 47) The Tender shall be addressed to GM (Production), National Fertilizers Limited, Nangal Unit – Naya Nangal.

Thanking you,

Yours Sincerely,
For and on behalf of
National Fertilizers Limited,

(I. P. SINGH)
GM (Production)

TENDER For: Internal Handling of Fertilizers, Cleaning, De-scaling & Misc Jobs in Bagging Plants (I&II) for two years (2024-26).

A TECHNICAL SCOPE OF WORK:

Bagging /Loading / stacking of fertilizers to be done on both bagging plants I & II. Presently no stacking/loading in Open wagons is envisaged however if in extreme emergency this is required to be done then the rates as given at 2 (ii) ~ (v) shall be applicable.

Presently 14 Machines are to be operated on both bagging platforms as and when required for loading of fertilizers, which are likely to be increased to 16 in future.

(Technical scope of work includes but not limited to the following):

1. Filling (45Kgs. net) & stitching of Fertilizers bags at weighing / stitching machines of NFL.
2. (i) **Loading in Covered Wagons/RT:** Removal of empty bags from storage and supply of these bags at filling posts. Cutting LDPE rolls & spreading them on the floor of wagons and loading of fertilizer filled bags (45kgs. net) from the bag chutes/conveyors into the covered wagons, trolleys, trucks or any other conveyance.
(ii) **Loading in Open Wagons:** Removal of empty bags from storage and supply of these bags at filling posts. Cutting LDPE rolls & spreading them on the floor of wagons and loading of fertilizer filled bags (45 kgs net) from the bag conveyors into the open wagons. (Item No. 2 (i) X 1.4).
(iii) **Stacking of Filled Bags:** Removal of empty bags from storage and supply of these bags at filling posts, lifting of filled fertilizer bags (45 kgs net) from the bag conveyors & to stack these at platforms or any other designated place. (Item No. 2 (i) X 1.1).
(iv) **Loading of Stack into Covered Wagons/RT:** Cutting LDPE rolls & spreading them on the floor of wagons and loading of filled fertilizer bags (45 kgs net) from stacks into covered wagons, trucks, trolleys and any other conveyances. (Item No. 2 (i) X 1.3).
(v) **Loading of Stack into Open Wagons:** Cutting LDPE rolls & spreading them on the floor of wagons and loading of filled fertilizer bags (45kgs.net) from stacks into open wagons. (Item No. 2 (i) X 1.4).
3. Thorough internal cleaning of wagons making them fit for loading, Cutting LDPE rolls, sealing of loaded wagons / covering of open wagon with LDPE sheets/tarpaulins and tying with ropes. (Minimum 5+5 man-days for each rake are required).
4. Up Keep of Urea Bagging Plants and Handling of empty bags & allied jobs in empty bags storage:
 - i. Cleaning & de-scaling jobs in Bagging plants (I&II) at different floors, galleries of all conveyors, screen and (inside) Silo floor, concrete hopper and vacuum cyclone dust separators. Collecting good quality fertilizer spillage from different floors or from anywhere within the battery limits of bagging plant and filling in bags for shifting it to silo.
 - ii. Handling of empty bags & allied jobs in empty bags storage.
 - iii. Delivery of RRs of the rakes at destination stations, if required.
 - iv. To provide escort for the rake of open wagons to its destination and to collect & bring back

taraulins along with Ropes etc., if required.

v. Deployment of **forty labors** for Up Keep of Bagging and Handling of empty bags & allied jobs in empty bags storage.

vi. Exigency / miscellaneous jobs such as heavy spillage on belts, sudden rain protection measures and battery limit cleaning campaign, loading/unloading of wagons/trucks at odd places/hours and any other job which has not been specified above. The contractor will provide extra man power in addition to the above forty labors on the directions of Engineer in charge, if required.

5. **Scraper (I or / and II)** or JCB / Pave loader machine **operation:** The contractor shall supply the scrapper / Heavy vehicle operator for half / full day, as per demand made by the shift in charge (Production) for operation of Urea scrapper (I or / and II) or JCB / hydra machine as and when required by Engineer in-charge.
6. Collection and Filling of fertilizer spillage (lumps & dust) from various floors, chutes of silo & anywhere within the battery limits of bagging plant for reprocessing, directly in trolley and transporting it to Urea Plant for dissolving in dust dissolving tank, preferably by a hydraulically operated tractor trolley. If required dust dissolving tank cleaning may be done once in a week.
7. Shifting of loose spillage of fertilizers from various floors or from anywhere within the battery limits of bagging plant to silo and shifting of waste material in between railway tracks or anywhere in the Bagging plants, to a place inside the factory premises as per the directions of Engineer in-charge.

B. PROCEDURE FOR SUBMITTING/UPLOADING TENDER

Parties, who are qualified for this job, should go through and understand technical scope of work, Incentive, Penalty clauses, Special Instructions, Guidelines for each job, Statutory Requirements, General Terms & Conditions and relevant information before submitting/uploading the offers in the following manner: -

1. A copy of tender documents, duly signed in original at each page, as a token of having read and accepted all the terms & conditions of NIT, along with an acceptance letter.
2. Rate quotations, duly filled in the **prescribed Performa** only, in a separate form of price bid uploaded. Rates should be quoted in words & figures should be duly authenticated with initials.
 - a. Rates should be given per unit item, as mentioned in the Performa.
 - b. Rates must justifiably commensurate with the quality & quantity involved in unit activity of a job.
 - c. Rates for four items 2(ii, iii, iv & v) shall be derived from basic rate of Item No. 2 (i) of the Performa as given below –
Rate for item 2 (ii) = Item rate of 2 (i) x 1.4
Rate for item 2 (iii) = Item rate of 2 (i) x 1.1
Rate for item 2 (iv) = Item rate of 2 (i) x 1.3
Rate for item 2 (v) = Item rate of 2 (i) x 1.4
 - d. Total value against each job may be mentioned in figures only; however grand total should be given in words as well as in figures in the prescribed space of the Performa.
 - e. * For Sr. No. 4, one round will comprise of deployment of 40 laborers. The bidder cannot quote rate for one round less than Rs. 26200/- as on date the minimum wage rate is Rs. 504/- per man day for unskilled labor, which works out to be $504 \times 1.3 = 655/-$ per man day after including statutory norms i.e. PF, ESI, EDLI, Admn. Charges, Bonus, LWF and leave with wages etc. Hence, if the bidder quotes rate less than Rs. 26,200/- (655×40) per round, his/her bid will be out rightly rejected.
* Same condition regarding Semi- skilled labor rate at Sr. No. 5 will be applicable. (i.e. $589 \times 1.30 = 766/-$ per man day). Bidder cannot quote rate less than Rs. 766/- per man day.

3. All the above documents of the tender may be uploaded on Gem Portal in two parts i) documents ii) Price quotation Performa as prescribed on the portal so that tender(technical bid) can be opened on 06.03.2024 at 15.30 hours in the office of GM (Production).

C. COMMON INSTRUCTIONS FOR ALL THE JOBS

1. Payments of all these jobs shall be based as per quoted/ agreed item rates and actual job performed and no any other payment/charges shall be entertained.
2. To facilitate loading into trucks, trolleys & other road conveyance, opening of 'Dalla' & 'Batta' etc. shall be done by contractor laborers. It shall be provided again after loading.
3. Before loading into wagons, LDPE roll provided by NFL at free of cost is to be cut & spread on the floor in all wagons and on the walls in case of open BOXN.
4. Correct numbers of bags are to be loaded in each covered wagon/ open wagon/Trucks/ vehicles as per directions of Engineer In-charge.
5. Sufficient loading staff should be made available at the beginning of the each shift i.e. 6.00 A.M., 2.00 P.M. and 10.00 P.M. The contractors shall arrange sufficient labour whenever rake is available for loading.
6. The loading in covered wagon/ open wagon BOXN/Trucks shall be done in a proper-stacked manner as per directions of Engineer-in-charge of NFL.
7. The contractor shall ensure that cut & torn, defaced and damaged bags are not loaded in trucks or wagons.
8. In case of breakdown of a bagging machine, the partially loaded wagons/ truck will have to be loaded from the adjacent loading stations.
9. Contractor shall also provide additional laborers, whenever required for de-chocking/ de-scaling of bunkers/ hoppers.
10. If bunkers/ hoppers happen to contain off grade material with excessive dust etc contractor shall provide additional labour to collect dust in separate bags (not to be stitched) for recycling purposes.
11. Contractor shall unload the wagons/ trucks in case faulty stitched, wrong weighted & poor quality product filled bags have been loaded, by default, without any charges.
12. For loading open type box wagons two staircases will be provided, for each box wagon. The contractor staff shall properly place these staircases for loading from two chutes. These staircases are to be removed and kept at a safe place after completion of loading as per the instructions of Engineer in-charge.
13. The loaded open wagons are to be properly covered with LDPE sheet and then with tarpaulins issued by NFL. The ropes of these tarpaulins are to be tied to the satisfaction of Engineer in charge.

Rates for four items **2(ii, iii, iv & v)** given in annexure-IX shall be derived from basic rate of Item **No. 2 (i)**. The tenderers are not allowed to quote separate rate or to offer any discounts, specifically on the rates for these items. In such a case, the bids offered by that party shall be **rejected** without any consideration.

D DETAILS OF JOBS & RELATED INSTRUCTIONS

1. Filling (45 Kgs. net) & Stitching of bags

- i Automatic Bagging machines and stitching machines (Double row stitches) of NFL shall be operated by your laborers, with all precautions and under strict instructions / guidelines of the Engineer- in-charge.
- ii Contractor shall arrange, if required, adequate manpower for filling / stitching, for round the clock operations on all the 16 filling /stitching stations as per demand of Engineer in charge/ shift in charge at the start of each of the three rotating shifts. Each machine requires one filler and one stitcher at a time.
- iii Automatic Bagging and stitching machines should always be kept neat & clean weighthment on these machines may have to be got cross checked as per the directions of Shift In-charge. Thorough cleaning of these machines at the end of loading operations or at the end of shift must be done to the satisfaction of site-in-charge of NFL.
- iv Any abnormal working of any machine should be immediately brought into the notice of Engineer-in charge.
- v Contractor staff should also ensure that only quality material is being filled in the bags. Any abnormal quality should be immediately brought into the notice of Engineer-in charge.
- vi Contractor shall suspend filling operations as and when weight variation is noticed by the Engineer-in-charge and operation is to be resumed only when Maintenance department attends the weighing machine and clearance is given by site-in-charge of NFL.
- vii Contractor shall suspend stitching operations as and when faulty stitching is noticed by the engineer-in-charge of NFL and resume only after the correction of fault.

2. (i) Supply of empty bags at filling posts. Loading of fertilizer filled bags (45 kgs. net) from the bag chutes/conveyors into the covered wagons, trolleys, trucks or any other conveyance:

- a. Contractor shall arrange adequate manpower for shifting of bags from empty bag storage to the filling stations on platform.
- b. NFL operator will operate the crane for stacking and de-stacking of bags in empty bags store on non-chargeable basis.
- c. Contractor shall be responsible for supply of empty bags of Fertilizer at the filling post as per requirement.
- d. Bags shall be handled in a proper manner to avoid any loss / damage etc. to the bags.
- e. The carrying capacities of railway wagons have been given by the Railway department. The quantity of fertilizer to be loaded in different types of wagons is as given below: -

Type of Wagon	Number of Bags to be loaded	Quantity of fertilizer (MT)
BCN	1350	60.75
BCNA-HS	1400	63.00
BCNA	1400	63.00
BCNHL	1200	54.00

Note: - These quantities may change as per the directions of railways authorities during the tenure of contract and accordingly the material has to be loaded in wagons.

f. Laborers shall lift fertilizer filled bags from the chute and stack the same in wagons, trucks, Trolleys and any other conveyance as per directions of NFL's Engineer-in-charge.

(ii) Supply of empty bags at filling posts. Loading of fertilizer filled bags (45 kgs. net) from the bagconveyors into the open wagons

a. Contractor shall arrange adequate manpower for shifting of bags from empty bag storage to the filling stations on platform.

b. NFL operator will operate the crane for stacking and de-stacking of bags in empty bags store on non-chargeable basis.

c. Contractor shall be responsible for supply of empty bags of Fertilizer at the filling post as per requirement.

d. Bags shall be handled in a proper manner to avoid any loss / damage etc. to the bags.

e. Loading laborers shall lift/ transfer fertilizer filled bags from the chute belt and stack the same in the open wagons, as per directions of NFL's site-in-charge.

(iii) Supply of empty bags at filling posts. Lifting of filled fertilizer bags (45kgs net) from the bagconveyors & to stack these at platforms or any other designated place

a. Contractor shall arrange adequate manpower for shifting of bags from empty bag storage to the filling stations on platform.

b. NFL operator will operate the crane for stacking and de-stacking of bags in empty bags store on non-chargeable basis.

c. Contractor shall be responsible for supply of empty bags of Fertilizer at the filling post as per requirement.

d. Bags shall be handled in a proper manner to avoid any loss / damage etc. to the bags.

e. Lifting of fertilizer filled bags (45Kg. net) from chute conveyors or stacking conveyors and stacking these properly up to a height of 12 bags only, on loading/ stacking platforms as per directions of engineer-in-charge.

f. Before stacking, areas / platforms are to be thoroughly cleaned & tarpaulins/ LDPE sheets are to be spread on the floors as per directions of engineer-in-charge.

g. The stacked bags are to be covered properly with tarpaulins. The contractor shall arrange adequate staff for stacking approximately 600 MT of fertilizer per shift as per requirement of Engineer-in-charge.

h. The contractor shall engage his supervisor for stacking operation and to get instructions from Engineer-in-charge about the place and manner of stacking.

i. Contractor shall ensure that faulty stitched, wrong weighted & poor quality product/ bags are not stacked.

(iv) Loading of filled fertilizer bags (45 kgs net) from stacks into covered wagons, trucks, trolleys and any other conveyances

a. The contractor will arrange adequate manpower for reloading of filled/ stacked bags into covered wagons / trucks /trolleys, as and when instructed by the Engineer-in-charge.

b. After loading of filled bags from stacks, the tarpaulins used for covering are to be de-dusted, folded, packed & placed properly and area is to be cleaned after removal of spillage as per directions of engineer-in charge.

(v) Loading of filled fertilizer bags (45Kgs net) from stacks into open wagons

a. The contractor shall arrange adequate manpower for reloading of filled/ stacked bags into

open wagons as and when instructed by the Engineer-in-charge.

- b. After loading of filled bags from stacks, the tarpaulins used for covering, are to be de-dusted, folded, packed & placed properly and area is to be cleaned after removal of spillage as per directions of site-in charge.
- c. The contractor shall also arrange additional labor any time during the shift as soon as the open wagons are available for loading from stacks.

3.0 Cleaning of wagons thoroughly, making these fit for loading of fertilizers, Sealing of loaded wagons

3.1. Cleaning/Cutting of LDPE roll & spreading them in wagons

- i. The contractor shall do de-riveting & de-bolting of the doors of empty wagons of any type.
- ii. Wastages removed from the empty wagons during cleaning operations is not to be allowed to fall on the tracks, rather it is to be collected in bags/ wrappers etc. & be lifted in tractor trolley/ truck and disposed of at a place as per instructions of Engineer-in-charge, within the factory premises tractor/truck to be arranged by the contractor.
- iii. The coal/any waste material recovered from the empty wagons, as per above procedure, is to be transported to coal yard or any other place as per direction of engineer in-charge and the contractor shall be paid at the rate quoted for spillage removal. The contractor will be required to clean wagons in batches i.e. first batch of wagons duly cleaned, de-riveted, de-bolted and made fit for loading fertilizers and these are to be placed on all the loading platforms/ chutes, within half an hour from the time of available of wagons. The subsequent wagons should be ready for loading immediately after the loading of wagons pertaining to the preceding batch. Contractor shall depute separate laborers for cleaning of wagons.
- iv. The cleaning of wagons is to be done with hard brush, dry cloth, and gunny wrappers etc. and finally with compressed air to make them fit for fertilizer loading. (Cut from LDPE roll) sheet or gunny or HDPE wrappers are to be spread on the floor of wagon before starting the loading.

3.2. Placement of wagons

- i. After cleaning of wagons, these are to be pushed /positioned at the loading stations and skid blocks to be placed. Loading of urea filled bags to be started only after getting clearance from the Engineer in-charge.
- ii. After completion of loading engineer in-charge to be informed before closing of the doors, for inspection.

3.3. Removal of wagons

- i. After loading getting the clearance from engineer in-charge the doors of the wagons are to be closed.
- ii. Loading supervisor to be informed before removing the stoppers provided for stalling the wagons.
- iii. Loaded wagons are to be parked out for sealing station.

3.4. Sealing of Wagons

- i. The doors of the wagons are to be closed, bolted, riveted and sealed with sealing wax (lakh). Afterwards bracket labels are to be tied and pocket labels are to be placed.
- ii. Sealing operation will be carried out to the satisfaction of Officer-in-charge, Rail Transport.

4.0 Up Keep of Urea Bagging Plants and Handling of empty bags & allied jobs in empty bags storage: Payment of all the below mentioned activities under sub clause number (i to iv) shall be based on the number of rounds. Each round of cleaning etc. is equivalent to deployment of forty labors. If, it is less than forty, proportionate payment **will be made at the quoted/agreed rates.**

(i) Cleaning & de-scaling jobs in Bagging plants (I&II) at different floors, galleries of all conveyors, screen and (inside) Silo floor and vacuum cyclone dust separators. Collecting good quality fertilizer spillage from different floors or from anywhere within the battery limits of bagging plant and filling in bags for shifting it to silo.

i. Collecting good quality loose spillage from various floors of Bagging Plant, filling such spillage into the bags, weighing the bags with net 45 kgs. Fertilizer and putting such bags on slatconveyors for stitching.

ii. The contractor shall replace all the ruptured/defaced bags are to be replaced with quality bags, weighing these bags with net 45 kgs. Fertilizer and putting such bags on slat conveyors for stitching. All the ruptured bags shall be returned to the engineer in charge.

iii. Filling of bags is to be done regularly, whenever spillage takes place. The contractor shall arrange adequate manpower so that filling of spilled fertilizer in bags is not held at any step. He may have to arrange more persons at odd hours as per exigency of work and as per the directions of Engineer in-charge.

iv. NFL shall issue empty bags for filling spilled urea and contractor shall be responsible for the loss or damage to these bags.

v. All the stacked material is to be covered properly to avoid any contamination/wetting.

vi. ET-2 and other Urea belt conveyors in Urea Silo / Bagging I & II: Conveyor structure, pulleys, rollers and floor is to be cleaned and brushed. De-scaling of floor and structure is to be carried out.

Laborers are to be provided in rotating shifts as per the directions of Engineer in-charge.

vii. All Transfer Towers: Floors from top to ground are to be de-scaled & brushed.

viii. Vibrating Screen & floor along with stairs and walls are to be cleaned and brushed. Area around fines collection room is also to be cleaned.

ix. ET-3A/B, ET-4, ET-93.14, ET-93.17, ET-93.21/22, concrete hopper floor, steel hopper floor, slat conveyors, stacking Conveyors, structures, pulleys, rollers, wagon loading railway tracks, stacking floor and bagging floor are to be de-scaled, brushed and cleaned.

x. Urea Scraper No. 1 & 2, Electrical cabin floor, top floor, 93.09 (discharge conveyor) structure, trolley wheel gears, scraper track in Silo floor/ribs etc. are to be cleaned, de-scaled and brushed.

xi. Weighing Machine floor: The entire area is to be cleaned and brushed. De-scaling is to be done if required.

xii. Removal of spillage on the roads, spilled during transfer of dust to urea plant or transfer of quality of material to silo from bagging plant, working floor and stacking floor area.

xiii. The contractor will have to remove spillage round the clock on platform and do other cleaning

jobs on all working days including Sunday(s) & holiday (s). Contractor will have to provide labor round the clock for removal of spillage for which NFL shall make no extra payment to the contractor

- xiv. Cleaning of silo galleries and ribs for spilled fertilizers manually. The overall cleaning of Urea Bagging Plant includes de-scaling, scrubbing, brushing and cleaning as detailed in the 'Scope of Work', the contractor has to deploy at least 40 man days of manpower as per the cleaning requirements in these plants.
- xv. The spillages are of occasional in nature and the contractor should be ready to meet all eventualities any time in 24 hrs. It is a must on the part of contractor to dispose of the dust as directed by NFL's engineer in-charge. During rainy season water slushy material at different floors & stairs is to be removed and floors & stairs are to be dried as per the instructions of Engineer in-charge.
- xvi. Contractor shall dispose of all spillages, scraps, debris, metallic scrap etc. out of the plant system or to a place within factory premises as directed by the Engineer in-charge.
- xvii. The contractor shall supply adequate laborers for cleaning of Silo galleries along with ribs (and for pushing the set Fertilizer from sides/high heaps to make the same within scraper range)
- xviii. All safety precautions, in handling and removal of spillages, will be observed while performing the job. Cleaning of plant machinery and plant area as mentioned in the scope of work shall be carried out only when the machines are in stopped position / idle condition.
- xix. The cleaning/de-scaling shall not be considered complete until cleaning jobs are not satisfactory as per inspection report of Engineer In-charge.

(ii) Handling of empty bags & allied jobs in Empty Bags Storage: On an average 130 empty bags consignments shall be handled in a year. (As per instruction of Engineer – In Charge, Tentatively 5 to 6 labour to be deployed for handling each consignment of bags as and when it reaches at site).

- i. Stacking and de-stacking of empty bags in Bagging Plant empty bags store and arranging the stacks of bales in a proper order.
- ii. Collecting dirty bags/good bags lying scattered on working floor or loading platform etc. Washing, drying of dirty bags and issue of these bags for loading.
- iii. Assisting for collecting of samples of empty bags and sending the same to laboratory for testing.
- iv. Sorting, collecting and bundling rejected bags party wise and stacking the same in a proper manner.
- v. Collecting, bundling and shifting of gunny/HDPE wrappers.
- vi. Segregating of damaged/torn/short size or misprinted bags or the bags which cannot be opened from each bale. All such bags collected are to be stacked neatly at a place shown by NFL supervisor.

(iii). Delivery of RRs at the rakes destination stations

- i. The Contractor shall always remain in touch with NFL's shift-in-charges of transportation & Bagging plant to confirm the completion of loading of rakes. Contractor shall depute sufficient number of manpower (if required) at D&C Cell (Marketing) at Nangal Unit for collection and

subsequent delivery of RR's to various destinations, as per instructions of I/C D&C Cell (Marketing).

- ii. Contractor shall ensure delivery of RR/s to Marketing representative at specified destination without any delay. Any implication arising out of the failure to do so would be to contractor's account.
- iii. Any implication arising out of non-delivery of RR's at the destination, such a demurrage, shall be deducted from contractor's bills
- iv. The contractor will deposit RR delivery receipt in the office of Sr. Mgr. (Production) Bagging Plant and payment shall be made on production of such receipts along with monthly bill.

(iv). To provide escort to a rake of open wagons and to bring back tarpaulins ropes & etc.

The Contractor shall provide a minimum number of four labors (if required) to escort the open wagons supplied by Railways from N.F.L. site to the destination. Escorts shall look after the material to protect from rain, wind, and pilferage. Escorts shall bring back the tarpaulins along with the ropes used for tying, in a vehicle arranged by contractor himself. The rates are to be quoted for the labor deployed and charges for trucks engaged for transportation of tarpaulin & labor.

(v). Exigency / miscellaneous jobs such as heavy spillage on belts, sudden rain protection measures, battery limit cleaning campaign, loading/unloading of wagons/trucks at odd places/hours and any other job which has not been specified above

- i. Contractor shall provide adequate manpower (if required) or any other mechanical devise required to execute the job at a short notice. These jobs are very rare in nature, but are to be executed on urgent basis. The quantity and nature of these jobs is not specified in the contract however details of the job shall be submitted at the time of requirement job performance. These may or may not be limited to, 'Removal of heavy spillage of Urea' or 'giving protection to spillage of fertilizers from rain' or 'Shifting of any material which is not specified in other contracts'. Loading and unloading of material from derailed wagons.
- ii. Payment of all the above activities under sub clause No. (v) shall be based on the manpower involved in addition to the forty labors provided for upkeep of the plant under sub clause No. (I to iv). The number of such labor will be divided by 40 to calculate the round, at the same quoted rates as of upkeep.

5.0 Scrapper (I or / and II) / JCB / Pave loader machine operation (Semi-skilled): The contractor shall supply the scrapper/ Heavy vehicle operator for half / full day, as per demand made by the shift in charge (Production) for operation of Urea scrapper (I &II) / JCB / hydra machine as and when required by Engineer in- charge. If any damage is caused to the Machine due to negligence of the operator, then cost of repair shall be recovered from the bill of the contractor. It is the responsibility of the contractor to ensure that the Scrapper/ heavy machinery operators, so deployed by him / her should have valid driving license and insurance coverage for operating the same.

For Scrapper (I or / and II) or JCB / hydra machine operation (Clause number 5 above) – Payment shall be made to the contractor as per man days supplied with proof of signed AVI from S/I concerned.

6.0 Collection and Filling of Urea dust/lumps from various floors, chutes of silo & anywhere within the battery limits of Bagging plant for reprocessing, directly in tractor trolley and transporting it to Urea Plant for dissolving in dust dissolving tank, preferably by a hydraulically operated tractor trolley.

- i Filling of Fertilizer dust/Lumps in empty bags (around 35-40 Kg in each bag) coming out from hopper floors (ET-93.21/22 floor) and all other conveyor galleries.
- ii The mouths of all the above filled bags are to be tied with jute threads/ropes to avoid spillage and to be brought down to ground floor.
- iii Filled bags are to be stacked in properly, when loading/lifting is not done for any reason.
- iv Filled bags are to be covered by the tarpaulin to avoid any contamination with other particles and to protect from rain.
- v Transport of Fertilizer dust/Lumps from Bagging Plant, dust shed & Silo to dust dissolving tank/Feed point in Urea Plant and also to weigh bridge for random weight checking.
- vi All filled bags, are to be emptied out into tractor trolley and transport it to Urea plant for reprocessing, along with the dust from vibrating screen and dust cyclone separators.
- vii. Filling of Urea dust/lumps into Tractor trolley and transporting this material to Urea Plant for dissolving in dust dissolving tank preferably by a hydraulically operated tractor trolley.
- viii. No material is to be spilled on the road while transporting. In case of any spillage, that material is to be recovered and dissolved in dust dissolving tank.
- ix. Loading of dust is to be done up to brim level of trolley.
- x. Unloading of dust/lumps filled bags in trolley is to be done very carefully to avoid any damage to the bags.
- xi. Net weight of loaded material (dust/lumps) in trolley shall be established by weighing loaded and unloaded trolley at weighing bridge in presence of NFL representative.
- xii. Arranging trolley for transporting of Fertilizer dust/Lumps.
- xiii Tractor–trolley used for transporting Fertilizer dust/lumps is to be kept clean to avoid contamination.
- xiv. Net weight of the material transported to dissolving system is to be recorded in the register and each entry is to be signed by the representatives of NFL & contractor. The contractor will be paid for the actual quantity of material transported and dissolved during a month as per the terms of NIT.
- xv. Dissolving of urea dust/Lumps in dust dissolving tank is to be done in batches in Urea Plant with at least eight trolleys per batch.
- xvi. Cleaning of Urea dust dissolving tank has to be done to the satisfaction of Shift-In-Charge Urea Plant.
- xvii. Empty bags are to be reused for filling Fertilizer dust/Lumps.
- xviii. Area near dust dissolving tank is to be kept in neat and clean.
- xix. The contractor will be paid for the actual quantity of material transported and dissolved during a month, as per the terms of NIT.

7 Shifting of loose spillage of fertilizers from various floors or from anywhere within the battery limits of bagging plants (I&II) to silo and shifting of waste material to the designated place.

- i. Shifting of loose spillage of Fertilizer and ruptured bags containing Fertilizer from Railway tracks, loading platforms, working floors & from anywhere within the battery limit of Bagging plant to silo or to Urea plant for reprocessing. The tentative quantity of Fertilizer dust/Lumps handled shall be about 400 MT per month.
- ii. Clean and leak proof HDPE bags are to be used for filling good fertilizer spillage.
- iii. Net weight of material transported in each trip shall be ascertained in 'kgs./ MT Units, at NFL's weighbridge, in presence of NFL supervisor. This will form the basis for payment to the

contractor. The basis of payment of transportation of fertilizer spillage is based upon the random weight checking slip issued at weighment bridge taking into consideration that contractor shall arrange at least one trolley is weighed in two days. However, if Weighment Bridge is out of order, Engineer-in-charge will decide the quantity, which is binding upon the contractor.

- iv. Tractor trolley/truck should be hydraulically operation enabled and cleaned to ensure that it is free of carbon/coal dust or any other dirt before loading Fertilizer bags.
- v. Contractor shall arrange to remove the waste material laying on railway tracks, such as coal dust or any leftovers removed from railway wagons during cleaning and shift this waste material to a place inside the factory premises as per the directions Engineer in-charge.
- vi. The quantity of material shifted to silo and waste material disposed under the scope of work shall be recorded in the Engineer-in-charge's logbook. The rate quoted for this job should be inclusive of filling & shifting of spillage.
- vii. The Contractor shall be paid for remove of the waste material laying on railway tracks at the rate quoted for spillage removal.

E. COMMERCIAL TERMS & CONDITIONS

1. Incentive clauses

Incentive will be paid at the rate of Rs 0.60 (Sixty paise) per MT of Fertilizer loaded/dispatched provided the rake is demurrage free and the number of wagons loaded is not less than 38 BCN

2. Penalty clauses

- i Demurrage attributed due to contractors fault shall be recovered and no waiver to be considered.
- ii During the course of loading or after loading the trucks/wagons if there is any doubt, to any authorized officer regarding the number of bags loaded, the contractor shall de-stack, unload the same and satisfy the authorized officer of the company for the correct number of bags loaded. No extra charges will be paid for such checkups.
- iii During surprise check, if it is established that loading of bags in wagon/truck, is in excess or short, **Rs 300/-** per bag shall be levied for the short/excess loading. No extra payment for unloading & reloading in such case.
- iv If the contractor is instructed to lift the stacked material for loading in open/covered wagons, contractor shall arrange for adequate labor to lift the available stacked material for loading in that particular rake. However, if the contractor fails to load the available stack or a portion of the stack remained unloaded the contractor shall be penalized at the rate of charges quoted by the contractor for stacking the material, for the material not lifted by the contractor for that particular rake.
- v Any ruptured urea filled bag found scattered on the loading platform & spillage not removed from loading platforms, railway tracks working floors etc. shall entail a penalty of **Rs 300/-** per day or part thereof. The spillage is to be removed round the clock.
- vi If a heap of Fertilizer dust/Lumps is not cleared within 4 hours of starting of screening system, a penalty of **Rs. 500/-** for every 4 hours or part thereof shall be imposed on the contractor.
- vii During normal operation of main plant, contractor will have to shift and dissolve 50 MT of Urea off grade fertilizer per day if asked to do so by Engineer-in-charge. In case, the contractor fails to shift/dissolve the required quantity, contractor shall be levied a penalty of **Rs.10/MT** for short lifting the specified material during the day.
- viii In case, the contractor is unable to do de-scaling job / remove the spillage / clean any area and

has failed to deploy labor a penalty of Rs500/- per day shall be imposed.

- ix NFL reserves the right to get the incomplete job done through any other source / contractor at contractor's risk & cost and extra cost shall be recovered from the running bill or otherwise as per GTC Clause No.27.
- x Contractor shall arrange adequate number of manpower (fillers/stitchers & loaders) as directed by Engineer-in-charge at the beginning of each shift. If the contractor fails to provide sufficient manpower, he shall be penalized for less loading of the target of the quantity fixed by the Engineer-in-charge @ Rs10/MT.
- xi In case the contractor fails to deploy manpower for de-chocking of hopper/bunkers, he shall be penalized @ Rs100/- for each hopper per shift.
- xii In case the contractor fails to deploy adequate manpower for operation of scrapers /JCB/pay loader machine, he shall be penalized @ Rs2000/- for each machine when loading of Rake/Trucks is in progress.
- xiii In case the quality of stitching is not satisfactory, on inspection by the Engineer-in-charge or any other senior officials, the contractor shall unload and out such bags from wagons/trucks. Further, he shall be penalized @ Rs.100 per each incidence.
- xiv In case contractor fails to supply sufficient manpower for all the chutes, he will be penalized at the rate of Rs100/- per chute per shift because of short supply of labour.
- Xv. Contractor has to ensure that none of the tarpaulins used for covering open wagons is lost during transition or while unloading of wagons. All the ropes used for tying of tarpaulins are to be brought back in full quantity. If contractor fails to get all the tarpaulins and rope, the cost of tarpaulins and ropes lost during transition shall be recovered from the bills along with 25% of the cost of material as departmental charges.
- xvi In case the contractor fails to deliver the R.R. at the destination (if required) within the stipulated time, the contractor shall be penalized by deducting the entire demurrage charges levied by the railways on account of non-submission of R.R.
- xvii Contractor shall be penalized in case of loading cut/torn filled bags or dirty/caked fertilizer into wagons/trucks at the rate of Rs10/- per bag.
- xviii If the contractor is unable to lift good spillage as well as dirty bags, cut & torn and ruptured bags within 24 hours, the contractor will be charged with a penalty @ Rs200/- per day or a maximum of 2.5% of total contract value.
- xix The contractor will ensure covering of stacked material after each stacking or loading under job item no. 2 (iii). On failure of the same a penalty of Rs100/- per day shall be imposed on the contractor.
- xx If the quantity of fertilizer is loaded short, the contractor shall entail a penalty equal to freight charges for this short loading claimed by railway plus 25% departmental charges.
- xxi If bags are found scattered on the working platform/loading station, a penalty of Rs200/- shall be imposed.
- xxii If contractor fails to deploy escorts with open rakes, loss of alternative arrangement plus 25% departmental charges shall be recovered from the bills of the contractor.
- xxiii If a wagon is found not cleaned to the satisfaction of engineer in charge a penalty of Rs200/- per wagon shall be imposed.

The total penalty shall be subject to a ceiling of 10% of value of the work. However GST as applicable will be extra on all the penalties.

- 3. Risk & Cost:** NFL reserves the right to get the incomplete job done through any Source/ contractor at the contractor's risk & cost + 25 % Departmental charges.

(To be submitted/uploaded in Part – II)

PRICE BID PERFORMA**Schedule of Rates for the contract of “Internal Handling of Fertilizers and allied jobs” in Bagging Plants (I & II) for two years (2024-26).**

Sr No	Description of job	Estimated Qty. of Jobs	Unit	Rate /Unit (Rs.)		Total Value (in Figs.) Rs.
				In Figs.	In words	
1	Filling & stitching of fertilizers filled Bags (45 Kg Net) weight at weighing/stitching machines.	957000	MT			
2	<p>(i) Loading in Covered Wagons / RT: Removal of empty bags from storage and supply of these bags at filling posts. Spreading LDPE sheets on the floor of wagons and loading of fertilizer filled bags (45 Kgs. net) from the bag chutes/conveyors into the covered wagons, trolleys, trucks or any other conveyance.</p> <p>Note - A: Rates of four items of Schedule of Quantities i.e. 2 (ii, iii, iv, & v) shall be derived from basic rate of item number 2 (i) of the Performa as given below:</p> <p>a) Rate of Item at 2 (ii) : Loading in Open Wagons = Item rate of 2 (i) X 1.4</p> <p>b) Rate of Item at 2 (iii): Stacking of Filled Bags= Item rate of 2 (i) X 1.1</p> <p>c) Rate of Item at 2 (iv): Loading of Stack into Covered Wagons / RT = Item rate of 2 (i) X 1.3</p> <p>d) Rate of Item at 2 (v): Loading of Stack into Open Wagons = Item rate of 2 (i) X 1.4</p> <p>Note - B: Presently no stacking of bags / loading of open wagons have been envisaged and hence shall not be accounted for in the evaluation of the bids. However, these items may be got executed at their derived rates only in case of acute emergency.</p>	957000	MT			
3	Through internal cleaning of wagons, making them fit for loading, sealing of wagons covering of open wagons with LDPE sheets/tarpaulins and tying with ropes (Minimum 5+5 man days for each rake is required).	14800	No. of wagons			
4	<p>(1) Up keeping of bagging & Handling of Empty bags and allied jobs in Empty bags storage:</p> <p>i) Cleaning & de-scaling jobs in Bagging Plant I&II,</p> <p>ii) Handling of Empty bags and allied jobs in Empty bag storage.</p> <p>iii) Delivery of RRs at the rakes destination station (if required),</p>	660	* Number of Rounds			

	iv) To provide escort for open wagons to its destination & bring back tarpaulin and ropes etc. (if required). Deployment of 40 Laborers for the above said job will be considered as one round. (2) For Exigency and other Miscellaneous jobs, the number of labor deployed in addition to above will be converted into rounds by dividing the number by 40.					
5	Scrapper (I or / and II) / JCB / Pay loader machine operation:	2210	**Man-days			
6	Collection & Filling of Fertilizers spillage (dust/lumps) from various floors chutes of silo and anywhere within the battery limit of Bagging Plant for re-processing, directly in trolley and transporting it to Urea Plant for dissolving by Hydraulically operated tractor-trolley.	8000	MT			
7	Shifting of loose spillage of Fertilizers from various floors or from anywhere within the battery limit of Bagging plant to silo and shifting of waste material in between railway tracks or anywhere in the Bagging plant to a place inside the factory premises as per the directions of Engineer In-charge.	3860	MT			
	Total quoted Amount without GST	Rs. In figure				
		Rs. In words				
		Value inclusive of GST@ 18%				

* For Sr. No. 4, one round will comprise of deployment of 40 laborers. The bidder cannot quote rate for one round less than Rs. 26200/- as on date the minimum wage rate is Rs. 504/- per man day for un skilled labor, which works out to be $504 \times 1.3 = 655/-$ per man day after including statutory norms i.e. PF, ESI, EDLI, Admn. Charges, Bonus, LWF and leave with wages etc. Hence, if the bidder quotes rate less than Rs. 26,200/- (655×40) per round, his/her bid will be out rightly rejected.

** Same condition regarding Semi- skilled labor rate at Sr. No. 5 will be applicable. (i.e. $589 \times 1.30 = 766/-$ per man day). Bidder cannot quote rate less than Rs. 766/- per man day.

Signature of Contractor with date and seal

Note:-I/We agree to the evaluation of price bid and loading of GST under the terms of NIT

SPECIAL TERMS & CONDITIONS**1. Loading of fertilizer filled bags from the (machine) chutes.**

- i) The quantity against item No. 2 (ii), (iii), (iv) & (v) is not mentioned in Format-I because these items may be got executed at their derived rates only in case of acute emergency.
- ii) The contractor shall arrange adequate manpower for loading approx. 2600-2800 MT Fertilizer from chutes and 800 MT Fertilizer from stacks per shift of 8 hours whenever rake is placed. The quantity of fertilizer to be handled during the contract period of two years will be as per production plan i.e. 478500 MT/Yr x2=957000 MT approximately, which can vary depending upon the production and availability of railway wagons. The contractor will be required to supply enough manpower for filling & stitching, loading from chutes as well as from stacks, simultaneously, as per the instructions of Engineer-in-charge. The quantity of fertilizer to be loaded in open or covered wagons as given in the schedule of rates is tentative and can vary widely, depending upon the supply of wagons from Railways.
- iii) **The contractor or his responsible representative shall always be available at plant site all the time particularly well before & during rake loading for proper execution of job.**
- iv) **The contract is valid for a period of two years from the date of issue of LOI/work order and extendable for a further period of three months after the completion of the contract, at the sole discretion of NFL.**
- v) The details of estimated quantity are as per the enclosed schedule of work.

2. Contractor's Obligations.

The contractor shall have to arrange following items at his own cost to carry out the jobs:

- i) Brushes, cotton waste, waste cloth, gunny wrappers brooms etc. for cleaning of railway wagons.
- ii) Tools and tackles for de-riveting & de-bolting of wagons, filling the bags, removal of 'BATTAs' for trucks, de-scaling etc.
- iii) Tractor / trolley / truck along with effective and valid license holder drivers for transporting filled bags. Tractor trolley used should be insured.
- iv) Burner for melting red seal wax.
- v) The contractor shall make his own arrangement for supply of safety equipment to the labour employed by him.
- vi) The contractor shall provide any other item not mentioned above but required for the execution of the job.

3. NFL's Obligations.**3.1 NFL shall make available following items free of cost:**

- i. Staircases (2nos.) per open BOXN.
- ii. Compressed air for cleaning.
- iii. Rubber hose pipe for water washing.
- iv. Fertilizer bags.
- v. Tarpaulins and ropes.
- vi. LDPE Sheets.
- vii. Red seal wax & thread.
- viii. Floor cleaning brushes, exclusively for cleaning floors.

ix. Repair and maintenance of Stitching & weighing machines shall be in the scope of NFL.

3.2 NFL shall supply the ropes and wheel barrows required for empty bags handling.

4 SAFETY RULES AND REGULATIONS

4.1. Supervision and safety of all the workmen is responsibility of the contractor. All jobs are to be carried out under his strict supervision and with all the safety percussion as defined in GTCC.

4.2 The factory area has been declared “No Smoking Area”. It will be the responsibility of the contract that his labor do not smoke in the factory premises and also do not carry smoking material within the factory premises.

5 Refund of security deposits.

Security deposit will be refunded to the contractor after expiry of defect liability period of **three months** from the date of successful completion of contract without any interest thereon.

6 In case of any differences between General Terms & Conditions of contract, commercial and special terms, the commercial and special terms & conditions shall be applicable.

7. In the event of award of contract, the successful tenderer shall be required to submit initial security deposit @ 2.5 % value after adjustment of EMD in the shape of DD/Electronic Transfer/Banker’s Cheque payable at Naya Nangal/Nangal, for faithful execution of contract, within 10 days of the issue of work order. In case the party does not deposit the ISD within 10 days, the same shall be recovered from party’s first bill along with an interest equivalent to SBI-PLR plus 2 % for the completed month. The balance amount of SD 7.5 % shall be recovered from each running bill and final bill so as to make it 10 % of the work order/contract value.

The successful tenderer has also option to submit the security deposit by way of Bank Guarantee of equivalent amount of ISD/SD as stated above from any scheduled Bank excluding Rural and Cooperative Bank. Bank Guarantee must be valid till expiry of the contract and Defect liability Period of 03 months. No interest shall be paid on EMD/SD

8. Clause no. 7.9 of GTC may be read as under: Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time

Nature of Contract (Supply of goods or Services or both)	Services Contract
Present Rate of GST	18 % <input type="checkbox"/>
100% liability of GST to be deposited with Govt. lies with:-	-Service Provider or -Service Receiver under RCM

DECLARATION FORM-I

Tender No: NFN / 2024-26/ CPO/ (Prod - Bagging)/29

Date: xx.xx.2024

To,

GM (Production)
National Fertilizers Limited, Nangal Unit
Naya Nangal

Sub: Contract of "Internal Handling of Fertilizers, Cleaning, De-scaling and Miscellaneous Jobs in Bagging Plant (I & II) for two years (2024-26)."

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 Contract for "**Internal Handling of Fertilizers, Cleaning, De-scaling and Miscellaneous Jobs in Bagging Plant (I & II)**" work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing to 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 all 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.

I / We agree to accept payment by ECS / EFT from your Bank i.e. SBI, Naya Nangal, Branch Code: 0689. A detail of my/our Bank A/c No. is as under:

1	Bank A/c No. (In SBI / any Nationalized Bank)	
2	Type Account (Current A/c or Saving A/c)	
3	Name & Address of the Bank & Branch	
4	Branch Code:	
5	IFSC Code	

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 deposited with National Fertilizers Limited, Nangal Unit.

Thanking you

Yours faithfully

For M/s _____
(Signature of Contractor / Tenderer with SEAL)
Address: _____

DECLARATION FORM-II

Tender No: NFN/ / 2024-26/ CPO/ (Prod - Bagging)/29

Date: xx.xx.2024

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

S. No	DESCRIPTION			
1.	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of NFL (Company), 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.	YES / NO (If Yes, give the following details)		
		Name & Designation of the Employee	Place of Posting	Relation with the Employee
2.	P.F. Registration Number of the firm / company to be intimated along with Documentary proof thereof.			
3	PAN Number (Permanent Account Number) of the firm / company issued by Income Tax Department along with Documentary Proof thereof.			
4	GSTIN Number: of the firm / company issued by authorities along with Documentary Proof thereof.			
	Party may also mention the Service Accounting Code number (SAC) of the job.			
5	ESI Registration Number 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 in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.	Yes / No (If Yes, a Self-certified copy of registration certificate to be submitted). Mention the category i.e. Micro/Small/Medium		
7.	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8.	Name of the Firm			
9.	Address of the Firm			
10.	Contact Details:			
	a) Name of the Person	:		
	b) Mobile number / Landline Number	:		
	c) Email	:		
11.	Power of Attorney/authorization 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 SEAL

Place: -----

Dated: -----

DECLARATION FORM-III

Tender No.: NFN/ / 2024-26/ CPO/ (Prod - Bagging)/29

Date: xx.xx.2024

To,

GM (Production)
National Fertilizers Limited, Nangal Unit - Naya Nangal

Sub: Contract of “**Internal Handling of Fertilizers, Cleaning, De-scaling and Miscellaneous Jobs in Bagging Plant (I & II) for two years (2024-26).**”

Dear Sir,

1	<p><u>UNDERTAKING</u></p> <p>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 Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer if found conditional.</p> <p>b) All the pages of NIT and GTCC issued to us have been signed for its validity and in token of its acceptance by us.</p> <p>c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled.</p> <p>d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.</p>
2	<p><u>ACCEPTANCE OF TENDER CONDITIONS</u></p> <p>I/We have personally read the General Terms& Conditions (GTC) and special/ Technical terms and conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the GTC& NIT without any reservation and shall abide by the same.</p>
3	<p><u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u></p> <p>With reference to your NIT No----- Dated_____and the tender documents displayed on your web site, we hereby submit our tender for the subject work.</p> <p>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. 1000/- in favour of National Fertilizers Limited, payable at Naya Nangal/Nangal towards the cost of tender documents.</p>
4	<p><u>Labour License (If applicable):</u> 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, ----- 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 _____ 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, ----- before start of execution of contract</p>

	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..

Thanking you

Yours faithfully
For & behalf of contractor

Signature of the Contractor /Tenderer with seal

Place: _____

Dated: _____

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)

- b) In case Yes, copy of valid certificate enclosed.
- c) In case No, It is confirmed that registration under GST Act is not applicable.
- d) 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)

AFFIDAVIT in reference Blacklisting etc.

(An Affidavit in original on Non-judicial Stamp Paper of appropriate value attested by Notary)

AFFIDAVIT

With reference to NIT No. _____ Dated. _____ of National Fertilizers Ltd.- Naya Nangal ----- for the work of _____ . 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 :

- ii. 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.
- iii. No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.
- iv. That information furnished by me / us in respect of the above tender is true and correct and nothing has been concealed. In case any of the information is found to be false and /or incorrect at any stage, NFL shall be at liberty to take the necessary action as deemed fit.

DEPONENT

Dated: _____

VERIFICATION

It is certified that the above contents / facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place: -----

Dated: -----

Eligibility Criteria of Contract for “Internal handling of Fertilizers, Cleaning, de scaling and miscellaneous jobs in Bagging Plant I&II” for two years (2024-26).

ELIGIBILITY CRITERIA

The bidders, in order to become eligible to participate in the bid, need to meet the following eligibility criteria and submit the self-certified documentary evidences in support thereof; failing which price bid shall not be opened.

Techno-Commercial Criteria:

Estimated Cost (for one year) including GST=493.72 Lakh		
Sr. No	Eligibility Criteria	Supporting Documents Required
1	a) The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc.	<ul style="list-style-type: none"> • In case of sole proprietorship, the bidder shall submit affidavit on Non Judicial stamp paper of appropriate value in original, duly attested by notary regarding status / style of the business entity as per Annexure-XI • Partnership firm shall submit a copy of Partnership Deed attested by notary • Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association. • Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA.
	b) Affidavit as per Annexure-VI (AFFIDAVIT in reference Blacklisting etc.) on Non-judicial paper in original and Power of Attorney / Authorization	<ul style="list-style-type: none"> • Affidavit in original • The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary /Magistrate in case of Sole Proprietor / Partnership Firm/Company or Authorization(backed by Board Resolution) in case of a Company in favour of a person who has signed the tender documents on behalf of tenderer / Firm / Company National Fertilizers Limited
2	b) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No. c) Declaration / Disclosure regarding any relation(s) with employees of NFL, Downloading of tender forms from NFL website etc.	The bidder shall submit Declaration I, II & III with self-attested copy of related documents wherever required like <ol style="list-style-type: none"> i. PAN Card. ii. GST registration certificate iii. P.F Registration No. issued by PF Authorities. iv. ESI Registration No. issued by ESI Authorities, etc
3	The bidder should have successfully completed	The bidder shall submit a copy of

	<p>“Similar Works” with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>Definition of “SIMILAR WORK”:</p> <div style="border: 1px solid black; padding: 5px;"> <p>Similar works means all works related to bulk handling of materials involving deployment of labour in petrochemicals, fertilizers, cement, port, airport, railways.</p> </div>	<p>Purchase/Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following</p> <p>a) Three similar completed works each costing not less than 40% amount of the estimated cost of work 493.72 lakh. (With performance / completion certificate) i.e. 197.49 lakhs</p> <p>OR</p> <p>b) Two similar completed works each costing not less than 50% amount of the estimated cost of work 493.72 lakh. (With performance/ completion certificate) i.e. 246.86 lakhs.</p> <p>OR</p> <p>c) One similar completed work costing not less than 80% amount of the estimated cost of work 493.72 lakh. (With performance / completion certificate) i.e. 394.98 lakhs.</p> <p>Copies of Work orders in support of the above with full technical scope of work & commercial details including work order value along with the completion certificate from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion.</p>
4	<p>Average Annual financial turnover of the bidder during the last 3 years i.e. FY 2020-2021, 2021-2022 & 2022-23).or calendar year 2020, 2021 and 2022 should not be less than 148.12 lakhs (30% of the estimated cost).</p>	<p>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 of the previous financial year (i.e. FY 2020-2021, 2021-2022 & 2022-23). or calendar year 2020, 2021 and 2022</p> <p>In case the audited balance sheet/Profit & loss account statement not available, turnover certificate duly certified by CA with UDIN.</p>
5	<p>Net worth of the bidder should be positive as on 31.03.2023 or 31.12.2022 (in case of calendar year).</p>	<p>Audited balance sheet and Profit & loss account statement or net worth certificate duly certified by Chartered accountant with UDIN for the FY 2022-23 or calendar year 2022.</p>

NOTE:

1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times$ value of the work done in the

previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.

2. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be reworked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
3. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
4. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
5. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
6. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
7. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
8. In case company A is merged with company B, then company B would get the credentials of company A also."
9. **Though the tenure of the contract is two years but for calculating the financial eligibility of the bidder, the estimated cost including GST for one year will be considered.**

Signature of the Tenderer / Contractor with Seal

EVALUATION CRITERIA

1. The contract shall be awarded on Composite L-1 basis. However, in case, it is found that L-1 tenderer has quoted non-workable rates for one / more items due to which they become L-1, NFL reserves the right to reject such tender. This condition shall be applicable on next lowest tender (s) also.
2. If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
3. Tenderer are required to quote their rates of the respective item of work as per the "UNIT" of Item mentioned in the Schedule of Quantities. If it is found that the contractor has quoted his rates against a particular item(s) by changing the "UNIT", the such quoted rates of the contractor with the changed "UNIT" shall be ignored and treated as UNQUOTED RATE against that particular Item(s) and the tender shall be evaluated as Para 2 above.
4. The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website, In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening. However where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly.
5. 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.
6. 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.

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. Company or NFL shall mean National Fertilizers Limited, incorporated in India, having their Registered Office at Scope Complex, Core-III, 7-Institutional Area, Lodhi Road, New Delhi – 110003 and its Corporate Office at Scope A-11, Sector-24, NOIDA (UP) (hereinafter called the 'Company'), which expression where the context so admits shall include their legal representatives, successors and assignees or legal representatives.
2. EXECUTIVE DIRECTOR/ UNIT HEAD shall mean the officer in administrative charge of the National Fertilizers Ltd., Nangal Unit, Naya Nangal (Punjab).
3. The ACCEPTING AUTHORITY shall mean Chief General Manager / Unit Head.
4. 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.
5. "CONTRACTOR" shall mean tenderer whose tender has been accepted and shall include his legal representatives, successor and permitted assignees.
6. "CONTRACT" shall mean and include the LOI order/formal agreement/contract tender accepted schedule of rate, Notice Inviting Tender, Technical specifications and General Directions and Conditions of contract, special condition of contract, special specifications, if any and tender for all these documents taken together shall be deemed to form one contract and shall be complimentary to one and other.
7. "WORKS" shall mean the works to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for the performance of the contract.
8. "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.
9. "SITE" shall mean the site of NFL's Factory Premises, Offices, and Township etc. on which the works are to be carried out and service is to be performed under the contract.
10. "SPECIFICATIONS" shall mean the specification of materials and works issued under the authority of the Engineer or as specified, added or modified by special specification if any.

11. "DRAWINGS" shall mean the P & I drawing, the equipment drawing, Instrument hookup drawing, electrical wiring diagrams, instrument vendor drawing, any other engineering drawing and tracing or print thereof enclosed / annexed to or referenced in the contract and shall include any modifications to drawings and other approved drawings as may be issued by the engineer from time to time.

12. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender Documents as defined in Clause 4, 5 & 6 above, Acceptance of Tender and further amendments.

13. "COMPLETION CERTIFICATE" shall mean the certificate issued by the Engineer-in-charge when the works have been completed to his satisfaction.

14. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.

15. "ZERO DATE" shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER whichever is earlier.

16. "URGENT WORKS" shall mean any urgent measures, which in the opinion of the Engineer-in-charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. 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.
2. Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job, pipe scaffolding material, structural material to contractor, if required free of charge, subject to availability.
3. Suitable Accommodation, if available, can be allotted to the Contractor as per the applicable rules & Regulations of NFL. However no accommodation will be provided for the Employees of the contractor. NFL may allot land for putting temporary Go-down / workshop for making storage, work site by the contractor, free of cost.
4. 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 times by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.
The contractor shall not engage any employees below 18 and above 60 years of age.
5. Sub-Contracting of the job will not be allowed without prior permission of the Company (NFL).
6. If the Tenderer has relation whether by blood or otherwise with any of the employees of the NFL, the Tenderer must disclose the relations 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.
7. **PAYMENT OF TAXES AND DUTIES**
 - 7.1 The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but **excluding GST**. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.
 - 7.2 The rates quoted for materials are F.O.R. Nangal Site and are inclusive of all taxes. No GST will be paid as extra.
 - 7.3 Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to NFL's account. Any subsequent change in the rate of GST shall be to NFL's account during contractual period only.
 - 7.4 The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. **except GST**.
 - a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NFL immediately after the award of contract, without which no payment shall be released to the

contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.

- b) 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 to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.
- c) 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 & final payment against 1st & final bill 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/assessable 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 the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.
- d) In the event input tax credit of the GST charged by the 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.

7.5 Liability of NFL shall be restricted to the amount of GST only, and any interest / penalty etc. shall be to the contractor's account.

7.6 Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.

Nature of Contract (Supply of Goods or Services or both)/	Service Contract
Present Rate of GST	18 %
100% liability of GST to be deposited with Govt. lies with:-	Service Provider <input type="checkbox"/> Or Service Receiver under RCM <input type="checkbox"/>

Note: The above shall be defined in the NIT by the department.

7.7 As per GST, the liability towards payment of GST lies with the service provider, so NFL is not responsible for any non-compliance of the GST Law by the tenderer. **However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of servicereceiver, the Company (NFL) shall comply with the same as the service receiver.**

8. ESCALATION (Applicable for Labor supply Items only)

The rates quoted by the contractor will be firm during the contract period including extension (if any) and will not subject to escalation irrespective of any increase whatsoever except any increase in minimum wages as notified by the Govt. of Punjab / or Central Govt. **whichever is higher** and will be calculated and reimbursed as per following formula:

{(Bill Amount) x 0.65 x (Applicable Revised Minimum Wage Rate – Applicable Minimum Wage Rate at time of opening of technical bid)}

(Applicable Minimum Wage Rate at time of opening of technical bid)

Enhanced payment shall be released only after receipt of proof of payment of enhanced wages/arrears paid to the workers. The contractor shall also deduct PF and ESI as per enhanced wages.

Escalation shall be calculated against the minimum wages as per the notification issued by the Central / State Govt. as applicable on the date of opening of technical bid. The applicable minimum wage rates at the time of opening of technical bid shall be considered from the effective date mentioned in the notification and shall form the basis of calculation of escalation.

9. Tenderer may ensure that tender documents / offer have been signed by appropriate / authorized representative of the company. Withdrawal of offer / non-acceptance of Work Order, placed on the basis of the offers submitted by Tenderer on their letter-head, will not be allowed on the ground that the offer was not signed by authorized person.

10. THE FOLLOWING TENDERS WILL BE LIABLE TO SUMMARILY REJECTION:

10.1 Tenders submitted/uploaded by Tenderer who resort to canvassing.

10.2 Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete, in any respect.

10.3 Tender containing uncalled for remarks or any alternative additional conditions.

10.4 The company reserves 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 without assigning any reasons.

11. **EVALUATION OF BID:** While evaluating the bids for arriving at L-1 status and award of contract, the amount of GST as applicable as per GST Act as amended from time to time and rules notified by Central Govt. shall be considered.

12. If tenderer submit/uploaded the revised bid before opening of tender that offer shall be considered if it is clearly subscribed on the site as "Revised Offer", otherwise both the offers of the party shall be rejected. If tenderer submit/uploaded the revised bid after opening of tender that offer shall not be considered in any case.

13. **SUBMISSION OF MONTHLY BILLS:** The contractor shall submit the running monthly bills within 1st week of the following month to the executing department for verification and recommendations. After the completion of the entire job including clearance of the site to the entire satisfaction of the Engineer-in-charge, final bill shall be submitted for verifications by Engineer-in charge.

In case the contractor fails to submit the bill by the last day of the following month, a penalty of 1% of the billed amount for every month of delay or part thereof subject to minimum of Rs.1000.00 Plus GST as applicable shall be recovered from the bill.

14. PAYMENT TERMS

a) No advance payment is permissible against this contract.

b) Payment of Monthly RA Bills shall be released after making necessary recoveries / deductions towards any Tax deducted at source (TDS) as applicable under any law (including GST etc.) Security Deposit (as stipulated vide clause No.17), Penalty plus applicable GST etc.

c) Payment of monthly running account bills against work completed shall be released through Electronic

Fund Transfer (EFT) after making necessary recoveries as per the contract (i.e. statutory levies, taxes, security deposit & other due recoveries) within 30 days of receipt of bill complete in all respects.

- d) Payment of Final bill against work completed shall be released after making necessary recoveries as per the contract (i.e. statutory levies, taxes, security deposit & other due recoveries) within 60 days of receipt of bill complete in all respects.
- e) The total amount of Security Deposit so deducted from the bills shall be released, on the recommendations of the Executive and HR departments, after obtaining "NO OBJECTION CERTIFICATE" and expiry of "Defect Liability Period" / Performance Guarantee Period on demand within 30 days.
- f) **TDS under GST:** Under Section 51 of CGST Act 2017, tax @2% shall be deducted from the payment made or credited to the supplier of taxable Goods & Services or both where total value of such supply under contract exceeds for Rs. 2.50 lacs.

15. E -PAYMENT: NFL Nangal Unit is having its cash Credit account with State bank of India, Naya Nangal, having Electronic Fund Transfer (EFT) / RTGS Facility in its branch at Naya Nangal and other important branches. The contractors / Suppliers having Bank accounts with EFT / RTGS facility, may submit their bank particulars in Declaration Form-I. (i.e. Bank Account Number, Name of place of branch, Branch Code Number), so that the payment can be released through transfer of funds to their account.

16. Tax Deduction at Source: Statutory deduction on account of Income Tax/ Works Tax & other Taxes on Works Contracts shall be made from the bill of the Tenderer at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws of Punjab at the time of release of payment to the Tenderer.

17. SECURITY DEPOSIT: The Security Deposit together with EMD / Initial Security Deposit (ISD) shall be 10% of the contract / Works order value. In case of AMC / ARC, ISD shall be 2.5% of the Contract Work Order Value which is required to be deposited within **10 days** of the issue of the Work Order or LOI whichever is earlier, by the successful tenderer. EMD can also be adjusted against SD. In case party does not deposit ISD within 10 days, the same shall be recovered from party's 1st month's bill along with an interest equivalent to SBI – PLR plus 2% for the complete month. The balance amount shall be recovered @ 7.5% from each running bill and the final bill so as to make the total security deposit at 10% of the Contract / Work Order Value. In case work is split between two or more parties, SD shall be submitted based on the value of split order. No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from security deposit. Security deposit shall be returned to contractor after obtaining "No objection certification" from executive department after expiry of Defect Liability Period.

Alternatively, the tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin / Cooperative Bank in the form specified by NFL against Security Deposit for the faithful and proper fulfilment of the contract. The Vendors / 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:-

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

Other terms and conditions relating to EMD and Security Deposit mentioned in the tender documents shall remain same / unaltered.

No interest shall be payable on EMD amount and Security Deposit

18.0 PROVISION OF PF NO., ESI CODE NO. AND PAYMENT OF MINIMUM WAGES.

18.1 Provident Fund Number:

- a) Contractor should have his own PF Account Number and shall be responsible to deposit the PF contribution in respect of workmen engaged by him.
- b) Contractor shall indicate PF Account Number allotted to each worker engaged by him in the monthly wage bill and will ensure its accuracy and correctness.
- c) Contractor shall submit Annual Return in respect of all the workmen engaged by them with concerned RPF authorities with copy to HR Deptt.
- d) After submission of the return, the contractor shall arrange PF slips in respect of the Contribution, issued by the RPF Authorities and will distribute to the concerned workers after intimation to the Executing Deptt and HR Deptt.
- e) After closure of the contract or in case of change of the employer (contractor), the outgoing contractor and present contractor shall ensure submission of Form-13A, for transfer of PF contribution from old account to the new account.
- f) Employees Provident Fund Organization (EPFO) has launched online receipt of Electronic Challan cum Return (ECR). Contractor(s) are required to be registered and create their user ID and password and can upload the Electronic Return and the uploaded return data will be displayed through a digitally signed copy in PDF format. It will be available for printing also. The contractor(s) may choose to make the payment through internet banking of SBI or take a print out of the Challan and pay at any designated branch of State Bank of India (SBI). Copy of the said challan is to be submitted to HR Department for issuance of Certificate of Compliance (COC).

18.2 ESI (Employee State Insurance):

- a) Every Contractor should have his own ESI Account Code Number from the ESI Authorities. It shall be the responsibility of the contractor to deposit the ESI contribution every month @ 4.00% of the monthly wage bill, (Employers Contribution @ 3.25% & Employees Contribution @ 0.75%), under intimation to HR Department.
- b) It shall be responsibility of the Contractor to ensure Registration and issue of ESI cards to the workmen engaged by him, for availing medical facilities by the beneficiaries.
- c) It shall be responsibility of the Contractor to submit ESI Return to the statutory authorities under intimation to HR Deptt.
- d) The contractor shall be solely responsible for any liability for his workers in respect of any accident / injury etc. arising out of and in course of contractor's employment.

18.3 Payment of Minimum Wages:

- A) It shall be the responsibility of the Contractor to make payment of Minimum Wages to the workmen engaged by him on or before 7th of the following month, as fixed / revised and notified by the Appropriate Govt. Central/ Punjab Govt.
- B) In case the rates notified by the Central Govt. for any scheduled employment are less than the rates notified by the State Govt., in that case the Contractor shall be required to make the payment to the workmen at the rates notified by the State Govt.

19 The Company will not be responsible for any injury sustained by the workers of the Contractor during

the performance of the above contract, any damage, compensation due to any dispute between the Contractor and his workers. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the responsibility of the Contractor. Any other expenditure incurred by NFL to face the situation arising out of the negligence of the Contractor will be recovered from his dues payable by NFL under the Contract.

20 WAGES: 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. The contractor shall make the payment of wages to its employee(s) either by Cheque or crediting the same in his / their Bank A/c. (Refer Notification No.5.90.31/C.A.4/1936/5.6/2015 dated 3.7.2015 by Pb. Govt.).

21 OBLIGATIONS OF CONTRACTOR: Since the job is labour oriented, strict adherence of various applicable labour laws like the Factories Act, 1948, the Industrial Dispute 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/ Workman's Compensation Act, 1923, The Employees Provident Fund & Miscellaneous Provision Act, 1952, Employees' Pension Fund Scheme, 1995, The Contract Labour (R&A) Act, 1970, the Punjab Labour Welfare Fund Act, 1965 and all other Statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. authorities shall be the responsibility of the Contractor and he shall have to make good loss, if any suffered by NFL on account of default in this regard by the Contractor.

22 LICENCE: Every Contractor who employs 20 or more workers has to obtain a License under the Contract Labour (R&A) Act 1970 from Jurisdictional Appropriate Licensing Authorities, Office of Assistant Labour Commissioner (Central) / Regional Labour Commissioner (Central), Chandigarh. In the case of NFL, Assistant Labour Commissioner (Central) is the appropriate Licensing Authority.

23 LEAVE: As per the provisions of Factories Act / Shops & Establishments Act as applicable.

24 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 next to 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 along-with equal subscription by the contractor by 10th of the subsequent month along-with the proportionate administration/ inspection charges as per PF rules and shall submit Proof of the same in the prescribed formats.

25 LABOUR WELFARE FUND: The contractor shall be solely responsible for depositing the welfare fund contribution (employees as well employer's share) 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 employees 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 Crossed Cheque/Demand

Draft in favour of the same. Any interest/penalty on account of delayed/non-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 responsibility of the contractor.

26 QUANTUM OF JOB:

- a) Estimated value of work has been given on the basis of jobs executed during previous years. NFL will not stand any guarantee for minimum billing, minimum quantum of work during the year.
- b) 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 three-day's 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.
- c) In case Contractor fails to do extra and/or substituted work, NFL will have the option to get the work done through another agency at the Contractors' risk and cost.

27 PROCEDURE FOR MEASUREMENT / BILLING OF WORKS IN PROGRESS:

- a) **Measurement and Billing:** 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. In case the contractor fails to submit the bill by the last day of the following month, a penalty of 1% of the billed amount or for every month of delay or part thereof subject to minimum of Rs 1000/-, plus GST as applicable shall be recovered from the bill.
- 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 thereof 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 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. The final bill, complete in all respects, shall be submitted by the Contractor within one month of the completion of work. No further claim shall be allowed by NFL after this period. Contractor shall also furnish "NO CLAIM CERTIFICATE" in the prescribed Performa along with Final Bill.
- 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 no. 13 here of 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 notwithstanding issue of the completion certificate or payment of the final bill by NFL.

28. ARBITRATION CLAUSE: The contract shall be governed by and construed in accordance with the laws of India.

“Except where otherwise provided in the contract all matters, question or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract or out of matter relating to the contract or the breach thereof or the respective rights or liabilities of the parties, whether during or after completion of the works or whether before or after termination, shall after written notice by either party to the contract be referred to designated Chairman & Managing Director, National Fertilizers Ltd, Naya Nangal for appointment of arbitrator.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under if the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.”

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

The Seat of Arbitration shall be at Nangal

Arbitration for Foreign Vendors /Parties:

Arbitration provisions in accordance with the rules of International Chamber of Commerce (ICC) will be applicable which may be as under:-

“All disputes arising out of or in connection with present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, India by one or more arbitrators appointed in accordance with the said Rules.”

Arbitration for PSEs and Government Department:-

In case of Contract with other PSEs/Government Department as described in circular NFL/LAW/64 dated 17.03.2015 the arbitration shall be through PLMA, DPE. For ready reference, The Arbitration Clause in that case shall be as follows:-

“In the event of any dispute or difference relating to the interpretation and application of provisions of the contracts such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under the clause. The award of Arbitration shall binding upon the parties to the dispute, provided, however, any party aggrieved by such award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively? The Parties to the dispute will share equally the cost of arbitration as intimated by Arbitrator”.

29. 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.

- 30 ACTS AND RULES:** The contractor shall abide by following acts and rules framed there under as amended from time to time, in addition to provisions of the GENERAL TERMS & CONDITIONS of NFL Nangal Unit:
- i) Contract Labour (Regulation & Abolition) act 1970.
 - ii) Minimum Wages Act 1948.
 - iii) Employees Provident Fund & Misc, Provisions act 1952.
 - iv) Factories Act 1948.
 - v) Employees Compensation Act 1923.
 - vi) Industrial Disputes Act, 1947.
 - vii) Payment of Wages Act, 1936.
 - viii) Employees State Insurance Act, 1948.
 - ix) Payment of Bonus Act, 1965.
 - x) Punjab Labour Welfare Act, 1965
 - xi) Equal Remuneration Act, 1976.
 - xii) Child Labour (Prohibition & Regulation.) Act, 1986
 - xiii) Any other Act & Rules framed there under by the State/Central Govt. from time to time.
 - xiv) The contractor shall be required to possess a valid license for engaging labour from state labour department.
- 31 LABOUR LICENSE:** Labour License, where applicable, issued by Appropriate Authorities with its validity, to be submitted before commencement of work.
- 32 SUPERVISION & CONTROL OF CONTRACT LABOUR:** The overall supervision and control of contract labour so engaged, deployed or supplied for execution of the contract shall remain & vest with tenderer.
- 33 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.
- 34 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.

- a) 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.
- b) If the rate 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.
- c) 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 assessed by the Engineer-in- charge, whose decision in 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.
- d) 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.

35 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:

S No	PARTICULARS	SALVAGEABLE	UNACCOUNTABLE
A	STRUCTURE	2.5 %	0.5 %
B	PIPE	3.0 %	0.75 %

36 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 .This applies to the extra materials up to 10 % wastage. Above 10% excess wastage NFL will charge double the issue rate to the Contractor. This is applicable in case of free issues materials.

37 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.

38 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.

39 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of any item not mentioned in scope of work shall be final.

40 PRESERVATION OF FREE ISSUE MATERIAL: All materials issued to the contractor by the Company

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-charges with reference to the rates charged for the purpose of recovered shall be final and binding on the contractor.

41 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.

42 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.

43 PENALTY: Penalty at the rate of 1% per week or part thereof plus applicable GST, subject to maximum of 10% plus applicable GST of the contract value shall be levied in case of delay in execution of the work. For this purpose individual job orders shall be issued to the contractor by different engineers from time to time, specifying time of completion of each job.

44 LIQUIDATED DAMAGES: In case of failure of the contractor to complete the job assigned to him within the completion time specified for the particular job, Engineer-in-Charge may allow reasonable extension for completion period, but delay penalty for the extended period shall be leviable @ Rs.1,000/- per day as plus applicable GST thereon with maximum of Rs. 5,000/- plus applicable GST thereon (irrespective of value of the work particular assigned) for the period of delay due to contractor's fault. In case, the contractors fails to complete the work within the extended period allowed, the Engineer-in-Charge reserves the right to off-load balance job and may get the same executed at contractor's risk and cost, after informing the contractor about the same in writing. In case there is an overall delay in the schedule completion of the contract period an additional penalty shall be levied as per clause no. 43 above.

45 DEFECT LIABILITY PERIOD: Defect liability period of works unless otherwise specified shall be three months from the actual date of completion of work. The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, NFL reserves the right to get the same repaired at the risk & cost of the contractor PLUS 25 % (Twenty Five percent) Departmental Charges, and the expenditure so incurred by NFL shall be adjusted towards the said Security Deposit and / or any other due lying with

NFL.

46 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 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 Contractor:

- I. 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.
 - II. Abandons the work
Persistently disregards the instructions of the Company 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 Company's consent in writing.
 - III. Performance is not satisfactory or work is abnormally delayed.
 - IV. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the Company within fifteen days after written notice of such default is provided to the Contractor.
 - V. 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.
- a) Company 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 Company.
 - b) Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Company as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Company, up to the date of termination.

47 Consequences of Termination: If the contract is terminated by NFL for the reasons detailed under clause no. 47 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 plus GST as applicable 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.

48 JURISDICTION: The contract will be deemed to have been entered into at Nangal and all Causes of action in relation to contract will therefore be deemed to have arisen within the Jurisdiction of the civil court of Nangal, Distt. Ropar (Punjab) only.

49 SAFETY/ ENVIRONMENT REGULATION: The contractor shall observe and abide by all fire and Safety environment 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.

50 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 of the Work Order by him. The agreement to be executed will be in Agreement Form of works to be specified by NFL. The cost of the Stamp Papers will be borne by the contractor.

51 SIGNING OF INTEGRITY PACT: All bidders shall sign the Integrity Pact as per the Performa enclosed with the NIT which is an integral part of the tender documents, for all tenders having value of Rs. 1.00 crores and above, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder will not be accepted techno-commercially for opening of price bid and would be rejected. Details regarding the integrity pact can be viewed on our website www.nationalfertilizers.com. Bidder is requested to submit the signed copy of the integrity pact along-with their bid, with the signatures of witnesses. On receipt of the same with the bid, NFL representative shall sign the same and a copy shall be provided to the bidder.

52 TIME EXTENSION: If the contractor requires any extension of time for completing the work under the CONTRACT he must apply to the Company within seven days from the date of the occurrence of the event on account of which he desires such extensions and the Company may, if he thinks such request reasonable, grant such extension of time as he may think necessary. Such extension shall not attract LD Charges as mentioned in clause 45 above.

53 MSMED ACT: 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. 7 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.

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.

54 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 Company shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

Performa for proprietorship Affidavit on the stamp paper of appropriate and notary attested

On the Stamp Paper of Rs.30/- and notary attested

I _____ S/O _____ Resident of _____

_____ do hereby solemnly affirm and declare as under:

1. That on _____ (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present

M/s _____ is a sole proprietary firm.
2. That I am the sole proprietor of the firm named as _____ situated

At _____ (full address of firm with pin code).
3. That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and NFL shall be fully competent to take the necessary action as deemed fit.

Deponent

VERIFICATION:

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

DEPONENT

Place _____

Date: _____

UNDERTAKING ON LETTERHEAD

To,

M/s NATIONAL FERTILIZERS LIMITED

SUB: TENDER NO:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (Name of Bidder) is:

(i) Not from such a country []

(ii) If from such a country, has been registered [] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (or X) above).

We hereby certify that bidder M/s _____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Integrity Pact

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

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

AND

_____ Hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, Contract/s

for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal.

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

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

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

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

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

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

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

Section 8: Independent External Monitor/Monitors

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

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

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

Section 9: Pact Duration

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

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

Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered

Office of the Principal i.e. New Delhi.

- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD

In consideration of National Fertilizers Limited (NFL), having its registered office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003 (hereinafter called "NFL" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt _____ (hereinafter called the, the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no. _____ for _____ hereinafter called "the said tenderer" of such bid security deposit for the due fulfilment by the said tenderer(s) of the terms and conditions contained in the said tender for on production of bank guarantee for Rs. _____ (Rupees _____ only).

1. We _____ Bank hereinafter referred to as 'The Bank' do hereby undertake to pay to 'NFL' an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us.
2. We _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of „NFL“ under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of NFL certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ to include 3 months claim over and above the period mentioned in the paragraph for the validity of the Bank Guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.
4. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL.
5. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated _____ day of _____ 202_

Corporate Seal for Bank

INSTRUCTIONS TO BIDDERS (ITB) on GeM Portal

Mode of Tendering:

- 1.0 National Fertilizers Limited, Naya Nangal Unit intends to Line up contract _____ by inviting Bids through GeM portal under Two part bid system.
- 2.0 In the GeM process, Offers are required to be submitted electronically in place of offers in 'Hard Copy under Sealed Envelope' as is being done conventionally. Tender Submission, Tender Closing and Opening activities will be done electronically and online.
- 3.0 The NIT will be posted on GeM Portal <https://gem.gov.in> from where Bidders will be able to download the tender documents free of cost for participation in the tender and submit their bids online.
- 4.0 Bidders shall visit the URL i.e. <https://gem.gov.in> for downloading of tender documents, bid preparation, bid submission etc. .
- 5.0 No oral, email, telephone, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- 6.0 For queries regarding GeM process, you may contact GeM helpdesk. Contact details are as under:
Name & Address of the Consignee/Unit:
Dy. General Manager (...)
National Fertilizers Limited, Nangal Unit, Naya Nangal-140 126, Dist: Rupnagar (Punjab)
- 7.0 This NIT/Enquiry is also available on our Company's Website <https://www.nationalfertilizers.com> for reference purposes. However, tenders will be submitted online on our E-Tender Portal <https://gem.gov.in> only.
Basis of Contract Finalization:
- 8.0 The contract shall be finalized on '**L-1**' basis among the technically eligible tenderers. In case of Multiple L-1 bidders, final bidder will be selected through GeM Run L-1 feature.
- 9.0 NFL's Right in this tender:
 - 9.01 NFL reserves the right to negotiate with the lowest bidder at its sole option. In such case, the negotiations shall be held with the lowest bidder only at NFL Nangal and prior intimation shall be given by NFL to such bidder
 - 9.02 NFL reserves the right to reject or accept any tender without giving any reason.

NFL Nangal CIN No. – L74899DLI974GOI007417

CONTRACT AGREEMENT

THIS CONTRACT made on this _____ day of _____ 202_ 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/ black
- vi. list 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 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 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 on date of award of contract.

The seat and venue of arbitration shall be Nangal.

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 (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.

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 Nangal (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

SIGNED & DELIVERED

For and on behalf of

For and on behalf of

National Fertilizers Ltd,

contractor

(Owner)

(With Rubber Stamp)

(With Rubber Stamp)

Date:

Date:

Place:

Place:

In the Presence of:

In the Presence of:

Witness

Witness

1.

Signature _____

Name of Signatory _____

Address _____

2.

Signature _____

Name of Signatory _____

Address _____

1.

Signature _____

Name of Signatory _____

Address _____

2.

Signature _____

Name of Signatory _____

Address _____

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. _____ Dated _____ for the Work of _____

We have received the sum of Rs. _____ (Rupees _____ only) in full and final settlement of all the payments due to us under the above mentioned contract agreement, between us and National Fertilizers Limited (NFL). We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against NFL, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Your's faithfully,

Signatures of
Contractor or officer authorized to sign the contract documents
On behalf of the contractor
(Company stamp)

Date:

Place:

CISF GATE PASS CLEARANCE

Certified that M/s. _____ have deposited gate passes issued against work order No. _____ dated _____ for _____ (Name of the work). All gate passes have been deposited by the contractor. Nothing is outstanding against this party as far as this work order is concerned.

Seal & Signature of the CISF Authority