

INDEX**Name of Work: "Contract for complete Weld Overlay/ Internal repair of the Urea Reactor (R-1N) in Urea plant."**

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NOTE: -

- Contractors are requested to see that all the paper of tender document issued to them are intact as per above Index.

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To

Subject: NIT for **Contract for complete Weld Overlay/ Internal repair of the Urea Reactor (R-1N) in Urea plant.**

Dear Sir,

Online quotations are invited through GeM for the work as detailed below:

1)	Name of Work:	Contract for complete Weld Overlay/ Internal repair of the Urea Reactor (R-1N) in Urea plant
2)	Earnest Money: (Being a service contract, bidders registered as MSME need not to submit EMD/tender fee)	Tenderer to submit Earnest Money of Rs. 1,00,000/- (Rs. One Lakh 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, incurred by the NFL on realization of said DD, for common evaluation. Alternatively the above amount(s) can also be transferred through NEFT/RTGS directly to NFL's bank account (SBI CC No-11070992603 IFSC: SBIN0000689, Branch: Naya Nangal) along with intimation of banks transfer reference number/UTR No. to be intimated to the executive Deptt. through mail /letter. If the original DDs do not reach before the due date, the bid of that /those bidders shall not be opened. NFL takes no responsibility for delay, loss or non-receipt of EMD and Tender Fee sent by post/courier.
3)	Tender Fee: (As the contract falls under the category of "Service Contract", the benefits of MSE is applicable. The bidders registered as MSE need not submit Tender Fee)	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 as Tender cost. Cheque 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 No-11070992603 IFSC: SBIN0000689, Branch: Naya Nangal).
4)	Estimated Value of the work :	Rs 265.50 Lakhs including Taxes
5)	Validity of Tender	4 (Four) Months / 120 days from the Date of

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		Opening of Technical Bids.
6)	a) Period of Contract / Validity	Two year 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:	As per GeM Portal
8)	Last date and time of Receipt of Tenders:	As per GeM Portal
9)	The date and time of Opening of Tenders:	As per GeM Portal
10)	Place of receipt and Opening of Tenders:	Office of DGM (M&C), 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 also advised to visit NFL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.
- 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 contractor shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of 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) “If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with an intent to hamper or delay the tendering process or resorts to canvassing/rigging/influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/ future tenders up to a period of 2 years.”
- 18) **Submission of Tenders:**
- No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
 - Tenders should be UPLOADED along with duly filled in ‘Bid form’ as given in the GTC.

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iii) The tender will be divided in three parts:

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

- A. The bidder shall upload scanned copies of 1) Demand Draft towards EMD and 2 Demand Draft of tender document fees.
 - B. Original DD/BG should reach **DGM (M&C), 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 bidders shall not be opened. NFL takes no responsibility for delay, loss or non-receipt of EMD & Tender Fee sent by post / courier.
 - C. The bidders shall upload one set of document duly signed on each page as token of acceptance of all terms and conditions.
 - D. Submission of price bid as per "PROFORMA FOR QUOTING RATES"
The party shall quote their rates as per format of "**PROFORMA FOR QUOTING RATES-Format-I**" and shall be uploaded by the tenderer / bidder.
 - E. Party must intimate the bank transfer reference number/ UTR no. to the executive department through mail/letter.
- 19) 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 No. issued by PF department.
 - c) Self-Attested copy of Goods & Service Tax Registration No., Code No. / Accounting Code, if applicable along with documentary proof thereof.
 - d) Self-Attested copy of ESI Registration No. along with documentary Proof.
 - e) Declaration Forms I, II & III duly filled, Signed & Stamp
 - f) Declaration Forms VI duly Signed & Stamp
 - g) An Affidavit in **original** on Non-judicial Stamp Paper of Rs.30.00 duly attested by Notary stating :
With reference to NIT No. _____ Dt. _____ of National Fertilizers Ltd., Naya Nangal for the work _____. I, _____ S/o Sh. _____ R/o _____ Proprietor / Partner / Authorized Representative of the firm M/s _____ do solemnly affirm and declare as under :-
 - i. That my / our firm / sister concern/their associates etc. has not been black listed, debarred, de-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 2 years.
 - ii. No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.

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- iii. 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

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: _____

- h) 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.
- 20) This letter shall form part of the contract document and shall be signed and uploaded along with the tender documents.
- 21) All pages shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
- 22) No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the party has mentioned any condition or deviation in offers shall be out rightly rejected.
- 23) While uploading the offer, bidders may ensure that tender documents /offer has been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer uploaded by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 24) 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.
- 25) It is mandatory for the vendors to use the digital certificate in all their bidding process. It is the entire responsibility of the vendors to protect their own login id & password and keep their certificate safe so it shall not be misused by any other person.

Thanking you,
For and on behalf of
National Fertilizers Limited

S K Jindal
DGM (M&C)
Mobile No. 7589388997

SPECIAL INSTRUCTIONS TO TENDERERS

1.0 Mode of Tendering:

National Fertilizers Limited, Nangal Unit intends to do the NIT for Contract for complete Weld Overlay/Internal repair of the Urea Reactor (R-1N) in Urea plant inviting Bids through GeM process 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 Vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online.4.0 Vendors 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:

GeM Helpdesk (For Vendors)

Toll Free Numbers (Inbound): Call 1800-419-3436 / 1800-102-3436

(9:00 am - 10:00 pm Mon to Sat)

Helpdesk Outbound No: 07556681401, 07556685120, 01169095625

7.0 **National Fertilizers Limited, Nangal Unit (For Tender details) i**

i.	Sh.Vaibhav Kumar Jha, DM (Mech.) Contact No.: 9452753920 Email: ureamechngl@nfl.co.in
ii	Sh. S K Jindal, DGM (Mech.& Civil) Contact No.: 7589388997 Email: jindalsk@nfl.co.in

8.0 **Name & Address of the Consignee/Unit:****Dy. General Manager (Mechanical & Civil)**

National Fertilizers Limited, Nangal, Distt: Roopnagar (Pb.) PIN-140126

This NIT/Enquiry is also available on our Company's Website <https://www.nationalfertilizers.com> and Central Public Procurement Portal <https://etenders.gov.in> for reference purposes. However, tenders will be submitted online on our E-Tender Portal <https://gem.gov.in> online.

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ANNEXURE –1**DECLARATION FORM-I****Tender No.:** MECH/UREA/9135/155**Date:** 05.02.2024

To,

Dy. Gen. Mgr. (M&C)
National Fertilizers Ltd.
Naya Nangal**Sub : Contract for complete Weld Overlay/ Internal repair of the Urea Reactor (R-1N) in Urea plant.**

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 complete Weld Overlay/ Internal repair of the Urea Reactor (R-1N) in Urea plant”** 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. Details of my/our Bank A/c No. is as under:

Bank A/c No. (In SBI / any Nationalized Bank)	
Name & Address of the Bank & Branch	
Branch Code:	
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 lodged with National Fertilizers Limited, Nangal Unit.

Thanking you

Yours faithfully

For M/s _____

(Signature of Contractor/Tenderer with SEAL)

Address: _____

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(To be uploaded with NIT)

ANNEXURE- II**DECLARATION FORM-II**

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

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, failing which, NFL shall reserves the right to reject the Tender or rescind the Contract.	YES / NO (If Yes, give the following details)		
		Name & Designation of the Employee	Place of Posting	Relation with the Employee
2.	P.F. Registration No. of the firm / company to be intimated along with Documentary proof thereof.			
3	PAN No. (Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentary Proof thereof.			
4	GSTIN No. of the firm / company issued by authorities along with Documentary Proof thereof.			
	Party may also mention the Service Accounting Code No. (SAC) of the job			
5	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.			
6	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.			
7	The tenderer shall submit: a) The Name and Address of the firm / company along with its constitution giving style / status of the same such as Individual / Proprietorship Firm / Partnership Firm / Public or Pvt. Ltd. Firm / Company etc. along with its copies duly attested by Notary Public as evidence.			
	b) Year of Establishment			
	c) Place of Business.			

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

Place: _____

Dated: _____

Signature of the Contractor/ Tenderer with SEAL

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ANNEXURE- III**DECLARATION FORM-III****Tender No.:** MECH/UREA/9135/155**Date:** 05.02.2024

To,

Dy. Gen. Mgr. (M&C)
National Fertilizers Ltd.
Naya Nangal

Sub: Contract for complete Weld Overlay/ Internal repair of the Urea Reactor (R-1N) in Urea plant

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 GTC 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. MECH/ UREA/9135/155 dated 05.02.2024 and the tender documents displayed on your web site, we hereby submit our tender for the subject work. Since we have not purchased the tender document from your office and the tender documents have been down-loaded by us from NFL web site, we are hereby enclosing a demand draft No. _____ dated _____ of _____ (Bank) amounting to Rs. _____ (Rupees 1000/- only), in favour of National Fertilizers Limited, payable at Naya Nangal/Nangal towards the cost of tender documents.</p>
4	<p>All the information filled herein and attached hereto are true to the best of my knowledge and belief. It is further certified that I/We will not get myself/ourselves registered under more than one name.</p>

Thanking you

Yours faithfully

For & on behalf of Contractor

Signature of the Contractor/ Tenderer with SEAL

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ANNEXURE- IV

BANK REFERENCE LETTER/SOLVENCY CERTIFICATE
(To be kept in Envelope No. II)
 (On Bank's Letter Head)

Certified that M/s _____ at _____ (address) is having an account in our bank as per following particulars:-

1	Type of Account :	Cash-Credit/Current/ Savings
2	Bank Account No	
3	Solvency limit (Rs.)	Rs. _____
4	Since when holding Account?	
5	Financial Standing & Soundness	SOUND/POOR
6	Dealing & Conduct of the Party :	Satisfactory/Un-satisfactory
7	Any other comments by the bank	

(Signature of Bank Manager)
With Seal

Date: _____

Place: _____

ANNEXURE- V

Performa for proprietorship

On the stamp paper of Rs. 30/- and notary attested

AFFIDAVIT

I, _____ S/o Sh. _____ resident of

_____ do hereby solemnly affirm and declare as under:

1. That _____ (Date of start of business), the deponent has started business under the name and style of _____ as a sole proprietor and at present M/s _____ is a sole proprietorship firm.
2. That the deponent is holding documents like PAN NO. _____, Goods & Service Tax Registration No. _____ Provident Fund A/c No. _____, ESI No. _____ and Bank A/c No. _____ etc. in the name of sole proprietorship Firm.
3. That my above declarations are true and correct to the best of my knowledge and in case, my above declaration found incorrect, in that event, my bid / tender may be rejected, 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: _____

Integrity Pact

100

 (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) herein after referred to as "The Principal".

AND
_____ herein after 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 Independent External Monitor/s (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 personal 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)

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

Signature

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Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

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

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

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

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

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

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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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, should be 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.
- 2/20/24

Name of Work: 'Contract for complete Weld Overlay/Internal repair of the Urea Reactor (R-1N) in Urea plant'.

Ref No. MECH/UREA/9135/ 155

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- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

- COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

"The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."

(For & on behalf of the Principal)

S.K. Jindal
 Office Seal / S.K. Jindal
 उप महा प्रबंधक (पत्रिक)/DGM (Mech.)

Place नेशनल फर्टिलाइजर्स लिमिटेड/N.F.L.
 Date नंगल इकाई/Nangal Unit-140126

(For & on behalf of Bidder/Contractor)
 (Office Seal)

Place _____
 Date _____

Witness 1:
 (Name & Address)

Jagdish Lal

S. M. M. (M.P.C.)

NFL Nangal

Witness 2:
 (Name & Address)

Somyajy K. Sharma

Asst. Mgr.

NFL Nangal

Witness 1:
 (Name & Address)

Witness 2:
 (Name & Address)

**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.No. of such employees be indicated failing which NFL may in its sole discretion reject the tender or rescind the contract. If any ex-employees of NFL is/are employed with the tenderer, name, designation, department and E.No. of such employees be indicated and if any ex-employees 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:-

Name of Work: **‘Contract for complete Weld Overlay/Internal repair of the Urea Reactor (R-1N) in Urea plant’.**

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- (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 12 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.

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 checked="" type="checkbox"/>) Or Service Receiver (<input type="checkbox"/>) under RCM

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 service receiver, 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 be subject to escalation irrespective of any increase whatsoever except for 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:

For item No. NIL of SOQ/covered in Annexure ___x 0.65 x (Applicable Revised Minimum Wage Rate – Applicable Minimum Wage Rate at the time of opening of technical bid)

Applicable Minimum Wage Rate at the 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 & ESI as per enhanced wages.

Escalation shall be calculated against the minimum wages as per the notification issued by 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 date of the notification and shall form the basis for 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 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 BIDS**

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 the revised bid before opening of tender box / opening of tender that offer shall be considered if it is clearly subscribed on the envelope as "Revised Offer", otherwise both the offers of the party shall be rejected. If tenderer submit the revised bid after opening of tender box / 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 at the prevailing rates on account of **any Tax/ GST** shall be made from the bill of the Tenderer, as per the relevant tax laws of the Central/State Govt. 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 alongwith 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 Bank Guarantee should be valid up to defect liability period plus 03 months claim period. The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through supplier.

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:

- a) IFN 760 COV for issuance of bank guarantee.
- b) IFN 767 COV for amendment of bank guarantee.
- c) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/ IFN 767 COV.
- d) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV/ IFN 767 COV..

18 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 Organisation (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 Deptt. 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 @

4.0% of the monthly wage bill, (Employers Contribution @ 3.25% & Employees Contribution @ 0.75 %), under intimation to HR Deptt.

- 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 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:**27.1 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.

27.2 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.

27.3 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.

27.4 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 there of the Engineer -in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities not withstanding issue of the completion certificate or payment of the final bill by NFL.

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, questions, disputes 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 the matters relating to the contract or 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 the Designated Unit

~~Head/E.D/Functional Director/Chairman & Managing Director~~, National Fertilizers Ltd, Nangal Unit for appointment of Arbitrator. .

The Arbitration proceedings shall be governed by 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 the matter is referred, vacates his/her office by any reason whatsoever then the next Arbitrator so appointed by the Authorities referred above may start the proceedings from where 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 will other PSEs/Government Department as described in 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 follow:-

“In the event of any dispute or difference relating to the interpretation and application of the 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 this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the 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 the 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 there on 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 thereunder 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 upto 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% plus applicable GST there on per week or part thereof, subject to maximum of 10% of the contract value plus applicable GST 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 penalty due to delay during extended period shall be leviable @ Rs.1,000/- per day 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 plus applicable GST shall be levied as per clause no. 43 above.

45 DEFECT LIABILITY PERIOD:

Defect liability period of works unless otherwise specified shall be **One Year** 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. 46 or for any other reason whatsoever:

- i. NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.
- ii. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- iii. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
- iv. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.
- v. Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties.

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 Civil Court, Nangal Distt. Rupnagar (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 alongwith 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 44 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.

55 The Contractor is required to maintain registers and records and to discharge all other Statutory obligations as per provisions under The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and The Building and Other Construction Workers Welfare Cess Act, 1996 and the rules enacted there under by the appropriate government i.e., Centre/State from time to time.

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) CHIEF GENERAL MANAGER / 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 upto 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.

Name of Work: **‘Contract for complete Weld Overlay/Internal repair of the Urea Reactor (R-1N) in Urea plant’.**

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NO CLAIM CERTIFICATE

Received from M/s. National Fertilizers Limited, Nangal Unit, Naya Nangal full and final payment towards settlement of all dues, claims and demands whatsoever in respect of work done including extra work done pursuant to or in accordance with the contract / work order No. _____ dated _____ between M/s. _____ and M/s. National Fertilizers Limited, Nangal Unit, Naya Nangal and no sums whatsoever are now due and payable in respect thereof by M/s. National Fertilizers Limited, Nangal Unit, Naya Nangal to M/s. _____. It is also confirmed that all the deductions made from our payments received from M/s. NFL Nangal Unit, Naya Nangal are found in order and acceptable towards full and final settlement of our account with M/s. NFL Nangal Unit, Naya Nangal against the said work order.

Seal & Signature of the Contractor

Name of Work: **‘Contract for complete Weld Overlay/Internal repair of the Urea Reactor (R-1N) in Urea plant’.**

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CISF GATE PASS CLEARANCE

Certified that M/s. _____ have deposited gate passes issued against work order No. _____ dated _____ for _____. 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 Contractor

Annexure-A

ELIGIBILITY CRITERIA, EVALUATION CRITERIA AND OTHER INFORMATION/DOCUMENTS REQUIRED FOR THE PARTIES WHO ARE NOT PRE-QUALIFIED.

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. and	<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-V • 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-B (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.
2	a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No.	The bidder shall submit Declaration I, II & III with self-attested copy of related documents wherever required like <ul style="list-style-type: none"> i. PAN Card.

Name of Work: 'Contract for complete Weld Overlay/Internal repair of the Urea Reactor (R-1N) in Urea plant'.

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	b) Declaration / Disclosure regarding any relation(s) with employees of NFL, Downloading of tender forms from NFL website etc.	ii. GST registration certificate iii. P.F Registration No. issued by PF Authorities. iv. ESI Registration No. issued by ESI Authorities, etc
3	<p>The bidder should have successfully completed "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> <p>Weld overlay / Repair/refurbishment job of Urea Reactor in fertilizer industry.</p> <ul style="list-style-type: none"> • Min. Reactor Volume: 40 M³ • Liner Material: SS-316L 	<p>Bidder shall submit duly self-attested copies of Contract / Work Order and completion certificates (mentioning the contract period, executed value & date of completion) along with name, address & contact number of the issuing authority for at least one of the following:</p> <p>A) Three similar completed works/contracts each having annual value not less than Rs. 106.20 lakhs (inclusive of GST). (OR)</p> <p>B) Two similar completed works/contracts each having annual value not less than Rs. 132.75 lakhs (inclusive of GST). (OR)</p> <p>C) One similar completed work/contract having annual value not less than Rs. 212.4 lakhs (inclusive of GST).</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 end user regarding the satisfactory performance indicating the contract period, executed value and date of completion.</p>
4	Average annual financial turnover during the last three financial years i.e. 2020-21, 2021-22 and 2022-23 or calendar year 2020, 2021 and 2022 should be not less than Rs. 79.65 Lacs	Audited balance sheet and Profit & Loss Account statements for the last three financial years. i.e FY 2020-21, 2021-22, 2022-23 or calendar year 2020, 2021 and 2022. In-case Audited balance sheet /P&L account statement not available, turnover certificate duly certified by C.A. with UDIN.

5	Net worth of the bidder should be POSITIVE as on 31.03.2023 or 31.12.2022 (in case of calendar year).	Bidder shall submit net worth certificate duly certified by chartered accountant with UDIN for the FY 2022-23 or calendar year 2022.
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EVALUATION CRITERIA

- 1.0** The contract shall be awarded on overall L-1. 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.
- 2.0** 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.
- 3.0** The revise bids, on due date of opening of the tenders or after the extension of tender opening, whatsoever the case may be, shall not be entertained. 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. However revision in prices, if any, may be through Add-on/Reduction on account of change in terms/conditions and/or technical specifications w.r.t. original price bid submitted by all the eligible bidders before opening of price bid. While evaluating the offers, the impact of add-on/reduction on the original price bid should be considered and no fresh revised price bid should be sought from bidders against the same tender.
- 4.0** Contractors 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 the particular Item(s) and the tender shall be evaluated as mentioned at para-2 above.

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Annexure-B

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

AFFIDAVIT

With reference to NIT No. _____ Dt. _____ of National Fertilizers Ltd., ----- 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 :

- iv. 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 2 years.
- v. No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.
- vi. 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 _____

Date: _____

SPECIAL TERMS & CONDITIONS OF CONTRACT**1.0 TIME SCHEDULE:**

- 1.01 The work should be done on round the clock basis (8 AM to 9 PM & 8 PM to 9 AM) so as to complete the job within 15 days from the date of start of work and time allowed for individual part of job shall be as directed by Engineer- In- charge. Time shall be essence of the job.
- 1.02 The mobilization of men & material shall be done within 4 days of intimation by FAX/EMAIL/Telephone
- 1.03 The work order shall be valid for a period of Two years from the date of issuing of work order/LOI. However, it can be extended at the sole discretion of NFL for a period of three months at the same rates, terms and conditions which will be binding on the contractor.

2.0 VALIDITY OF THE CONTRACT:

2.01 The Contract shall valid for a period of **24 months** from the date of its award. The job can therefore, be got done any time during the tenure of the contract.

2.02 The contract can be extended at the same rates, terms & conditions for a period of **Three Months** at the sole discretion of NFL.

3.0 PENALTY: If contractor fails to complete the job within given time schedule or not in accordance with the standard engineering practice, penalty @ 1% + applicable GST per day's delay or a part thereof subject to a maximum of 10% + applicable GST of the value of the work order shall be levied.

4.0 RISK & COST: If it is felt at any stage that contractor is not capable to complete the job within the time schedule or not in accordance with the standard specifications, NFL reserves the right to get the same executed from another agency at his risk and cost plus 25% Departmental charges.

5.0 PAYMENT TERMS: After completion of the entire job including clearance of site, contractor will submit his bill to Engineer-in-charge. On verification of the bill by Engineer-in-charge due payment shall be released as follows:

- i. 60% ad-hoc payment (as advance) of measured bill or Work Order value whichever is less shall be released after deduction of statutory levies, taxes and dues.
- ii. 10% shall be deducted towards security deposit after adjusting the earnest money and will be released after 12 months from the date of commissioning as per clause 17 of GTC.
- iii. Balance 30% payment shall be released within 30 days after completion of formality for final bill

6.0 ARBITRATION CLAUSE:

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 be the party. 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 i.e. CMD.

Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a

sole arbitrator. The party 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 and Conciliation Act 1996.

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

The seat and venue of arbitration shall be Nangal.

- 7.0 In addition to special terms and conditions, GTC shall form part of NIT and all terms and conditions of GTC shall be applicable. However, in case of any difference in the special terms and conditions and GTC, the special terms shall be applicable.
- 8.0 As item of labour supply is not involved in this contract so clause no. 8.0 of GTC regarding escalation shall not be applicable to this contract.
- 9.0 As per, the Liquefied Petroleum Gas (Regulation & Supply and Distribution) order 1993, Clause No. 3 (c) there is restriction on use of LPG for any purpose other than for cooking. So use of LPG shall be strictly prohibited for use in plant jobs like cutting, heating etc. Use of only DA gas will be allowed.
- 10.0 Party may see the job personally at NFL site before quoting on any working day between 8.00AM to 5.00PM (Sunday off).
- 11 If the contractor obtain a contract with NFL as a result of offering tenders through non bonafied methods of competitive tendering. Without prejudice to any other remedy, NFL reserves its right to adopt any or several of the following courses:-
- i. Award parallel contract and/or
 - ii. Terminate the contract and/or
 - iii. Forfeit the earnest money and security deposit and /or
 - iv. To get the execution of contract for the remaining period at the risk and cost of the contractor and/or
 - v. De-list /Blacklist the contractor

12.0 Supervision & control of contract Labour

The overall supervision and control of the contract labour so engaged, deployed or supplied for execution of the contract shall remain and vest with tenderer.

13.0 REVERSE AUCTIONING MODE:

- i. NFL shall be resorting to Reverse Auction for this tender. Reverse Auction shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for Reverse Auction.
- ii. **Place for conducting Reverse Auction:** The eligible bidders can participate in the online reverse auction from any place of their choice and need not visit our NFL Nangal office for this purpose. The reverse auction shall however be done on GEM portal only. Though a bidder need not visit NFL Nangal office for participating in this tender but in case NFL opts to have negotiations with the R1 bidder (Lowest bidder after conclusion of Reverse Auction) as per clause given below, such negotiations shall be held at NFL Nangal office only. Prior intimation shall be given for the same.
- iii. **Starting/ Base price for reverse auctioning:** The opening price/ base price for reverse auction will be informed after the opening of Financial/ price bids. This shall be the lowest landed (FOR Destination) rate received against the initial price bids submitted by participating bidders. The duration for the event would be 45 minutes. The Bid decrement would be Rs. 20,000/- per lumpsum value of total contract price (including GST). If any bidder tries to bid in the last 5 minutes then the bid duration will increase by 5 minutes. There will be infinite extension if any bidder tries to bid in the last 5 minutes. NFL shall be given one buyer login id to view the event.

SCOPE OF WORK

1.0 SCOPE OF WORK

I. Introduction

Urea Reactor 10-R-1N installed vertically in Urea plant at NFL, Nangal. The Urea plant at NFL, Nangal unit, was having original capacity of 1000 MTPD, is based upon ‘Montedision total recycle process’. The operating pressure & exit temperature of the reactor are 220kg/cm² and 195°C respectively. During revamp in the year 2001, 14 No’s of High Efficiency Casale trays were provided. Brief detail is given below:

A. Equipment: 10-R-1N (Reactor)

- Cylindrical volume: 50 [m3]
- Internal diameter: 1376 [mm]
- Total length: 33350[mm]
- Normal operating pressure: 220 [bar]
- Normal operating temperature: 188-198 [°C]
- Liner MOC: SA 240 Gr. 316L Urea Grade
- No of Trays: 14 No High efficiency Casale Tray
- Length of Overflow Pipe from bottom clamp to Top clamp: 30 Mtr.
- No of Circular Seam/Diameter/Width/: 10 nos. / 1400 mm Dia. /40 mm approx.
- No of Vertical seam/ length/width: 32 nos. /2000 mm/15 mm approx.
- Total length of Vertical/Circular Seam in D End: 6 mtr. / 8 mtr.
- Total Length of Circular seam: 45 mtr. Approx of 40 mm approx. width.
- Total length of Vertical Seam: 70 mtr. Approx of 15 mm approx. width.
- Drawings: NG-928, NG-18401

II. Scope of Work:

The Scope of Work for Reactor R-1N includes but not limited to the following:

1. Replacement/Repair of all support cleats of Tray 1-14 and support cleat of Overflow pipe (drawing attached)

- a) Opening of all the man ways and provide required scaffolding for the job.
- b) Removal of all the Trays (Tray 1-14) for repair/replacement of Tray support cleats.
- c) Removal of the old support cleats without damaging the liner.
- d) Replacement/Welding of support cleats for all the 14 Nos trays.
- e) Installation of all the Trays and boxing up all the man ways after completion of the job.
- f) Testing of support cleats weld by DPT + soap solution (pneumatic test at 0.5 Kg/cm²) + Ammonia test (If required).

2. Weld Overlay of complete Liner Seam welding of reactor (Cir. Seam and Vertical seam)

- a) Opening of the all-man ways and provide required scaffolding for the job.
- b) Grinding of surface of all existing liner seam (circumferential + vertical) welding joints.
- c) Overlay the all-existing liner seam (circumferential + vertical), welding by 25-22-2 filler wire.
- d) Testing of welding by DPT + soap solution (pneumatic test at 0.5 Kg/cm²) + Ammonia test (If required).
- e) Boxing up the opened man ways/trays.

3. Dismantling & Fabrication of complete Overflow line:

- a) Dismantling or removing the overflow line without damaging the liner.
- b) After completion of Weld Overlay of complete Liner Seam welding of reactor (Cir. Seam and Vertical seam) fitting and Welding of the overflow line shall be done without damaging the liner.
- c) DPT of welding jobs and repair if any.
- d) Testing of joints/flanges by soap solution (pneumatic test at 0.5 Kg/cm²) + Ammonia test (If required).

III. Contractor's Scope:

1. Party may preferably see the physical job/location before quoting.
2. The contractor shall have to bring all Tools, Tackles, special fixtures, consumables required for carrying out the job as per scope.
3. Welding consumable 25.22.2 Filler Wires for Gas Tungsten Arc Welding. (Approved by Licensor UREA CASALE)
4. The contractor shall have to bring and install required SS material scaffolding for carrying the job inside the reactor.
5. Qualified Welders for 25.22.2 Stainless Steel as per ASME Section-IX having valid relevant Welders Qualification Certificate to whom the Tenderer proposes to deploy for the job.
6. The welders need do a Mock Test at NFL Nangal Site. Mock Test piece shall be supplied by NFL.
7. Required Manpower (like Qualified Welders, as per ASME Section-IX, Special Fitters, Grinder man, and Semi-Skilled Workers etc.) for smooth and timely completion of the job.
8. TIG Welding Machines along with all accessories (in sufficient quantity) like, Welding Cable, 'TIG' Torch, Tungsten Electrodes, Ceramic Nozzles, Argon Regulators, Argon Hose, Argon Flow Meter, Purging arrangement, Cylinder Key, Slip-on Couplings, Current Regulator etc.
9. Chain Blocks, Slings, D-Shackles, Drilling Machine, Grinding Machine, Grinding Wheels, Cutting Wheels, Reamers, Drills, Electric supply Extension

- Boards, Electric Cables 3- Cores, SS Wire Brushes, SS Buffing wheels, etc. and any other material required for carrying out the job shall be in party's scope.
10. Measuring instruments like inside caliper, Vernier, Measuring Tape etc. for carrying out various job shall be in party's scope.
 11. Pneumatic Buffing/Grinding Machine, pencil cutter/ work cutter and any other material required for carrying out the job.
 12. DPT tests and its consumables.
 13. Hydrostatic test (@220kg/cm²) of all weld joints, liner and reactor respectively shall be carried out in the supervision of contractor.
 14. Argon gas, Oxygen & DA Gas Cylinders if required.
 15. The Aluminum staircase/ladder for approaching in vessel inside at each level and up to the bottom of Reactor.
 16. All temporary connections for utilities shall be in party's scope.
 17. Cooling arrangement inside the vessel if required shall be in party's scope.
 18. The contractor shall understand that he will be working in a major shutdown (15 days) of the plant and shall work accordingly. The scope of work is only a guide line of major operations and the contractor shall carry out such minor jobs not detailed herein which may be needed for execution of the job. The contractor shall have to submit schedule for the job as per scope of work, for planning other related activities & availability of crane to NFL.
 19. All activities related to crane positioning shall be in party's scope.
 20. To adhere to the safety rules formulated by NFL and strictly follow all safety permit guidelines.
 21. Personal Protective Safety Equipment like Safety Helmets, Safety Goggles, Face Shields, Safety Belts, Hand Gloves etc.
 22. Supervision of job shall be in Contractor's scope. However, a close liaison shall be maintained with the NFL's Engineer In-Charge for day-to-day progress of the job.
 23. All such material required to be used by the contractor shall be brought inside the factory area with proper gate passes and such authentic proof/documents with regard to material shall be got inspected by Engineer-In-charge along with material as per security rules in force as per latest procedure.
 24. To arrange Police verification of their manpower and other formalities for making Gate passes to enter NFL, Nangal factory premises, this is mandatory.
 25. Contractor shall produce Medical fitness Certificate for each of their worker to be deployed at Nangal Site from a Registered Medical Practitioner.
 26. To make all the necessary security arrangements, at his own cost, for his office & stores, to ensure safety of all equipment / material.
 27. To & fro Local Travelling, Lodging and Boarding of their staff and workers from work site to their place of stay.

28. Removal & Disposal of the entire waste material etc. from work sites and hand over the same to the concerned as directed by Engineer In-Charge. The area shall have to be cleaned after completion of the job. and no Material, used in carrying out this job.

IV. NFL'S SCOPE:

NFL shall provide following free of cost for carrying out the job as per scope:

1. NFL will hand over the job to the party with proper safety work permit.
2. Support cleats for Reactor of material 25:22:2.
3. Complete Fasteners for tray assembly of Material 25:22:2
4. NFL may provide 120Te, 23Te Crane or other crane available at Nangal for assistance in execution on free of cost basis. However, the requirement/availability of the crane shall be assessed & decided by NFL considering shutdown periods and jobs.
5. Opening of top Man Hole Cover and after completion of work the same is to be boxed up.
6. The approach to the Man Hole cover of reactor is both by Electrical Lift & Staircase.
7. Ammonia for the ammonia test, shall be provided by the NFL, however supervision during ammonia testing shall be under scope of the contractor.
8. NFL shall provide power source outside the reactor and outside illumination like temporary LT Power Supply 3 phase, Flood Lights, Hand Lamps, and Extension Boards etc. at one point. NFL may provide reactor internal illumination with 24 Volt hand lamp lights. Contractor shall specify the requirement of lights (24 volts hand lamps in quantity) in case of order.
9. Compressed Air at pressure of 5.0 Kg/cm² if required at one point only.
10. Gate passes for manpower to enter factory premises.
11. Open space for Store cum Office at site.
12. Lodging for Contractor's staff and workmen, if required, on chargeable basis, subject to availability.
13. Medical facilities, as available in NFL Hospital, on chargeable basis subject to availability for the contractor's manpower.
14. Drawing of the Reactors shall be provided.

Name of Work: **'Contract for complete Weld Overlay/Internal repair of the Urea Reactor (R-1N) in Urea plant'**.

Ref No. MECH/UREA/9135/ 155

Dated: 05/02/2024

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Format -I**PERFORMA OF QUOTING RATES**

Contract for complete Weld Overlay/ Internal repair of the Urea Reactor (R-1N) in Urea plant					
S No.	Description	Qty	Unit	Unit Rate in figure & Words	Total Value in figure & Words
1	Lump sum charges for complete Weld Overlay/ Internal repair of the Urea Reactor (R-1N) in Urea plant as per scope of work	1	No		
Total Quoted Value					

Note: Above mentioned rates shall be excluding Taxes & Duties

SIGNATURE OF THE CONTRACTOR WITH SEAL