

## NATIONAL FERTILIZERS LIMITED, PANIPAT

### DEFINITIONS OF TERMS

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


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

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


  
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**NATIONAL FERTILIZERS LIMITED: PANIPAT**  
**GENERAL TERMS & CONDITIONS**

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

  
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- 1.7.2 The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed:-
- a) When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
  - b) When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
  - c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.
- 1.7.3 If the tenderer does not quote rate for any item(s), it may be noted that evaluation of the bid shall be based on highest rates quoted by the other tenderer for that particular item(s). However, in case such tenderer stood overall lowest, order shall be placed for the same item (s) based on the lowest rate(s) quoted by other tenderer.
- a) If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.
- 1.8.1 **The Tenderer shall make a deposit of Earnest Money and Tender Fees for the amount as specified in the Special Terms & Conditions of the Contract** by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of **"National Fertilizers Limited, Panipat" payable at PANIPAT**. The Earnest Money and Tender Fees shall not be accepted in any form other than specified above. Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender will not be opened and it will be considered as rejected.
- 1.8.2 The offer shall remain open for acceptance for a period of 120 days from the date of opening of tender. The Earnest Money shall be forfeited if the Tenderer withdraws or modifies his offer within the validity period and/or the successful tenderer fails to commence the work at each job site /job within the stipulated time as given in the tender documents / Letter of Intent (Acceptance Letter)/ Work Order issued by owner or within such extended period as may be permitted by the Engineer In-charge for the purpose. Further, the party may also be delisted or blacklisted as per rules.
- 1.9.0 The following tenders will be liable to summary rejection:
- a) Tenders submitted by Tenderer who resort to canvassing.
  - b) Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
  - c) Tender, which contain uncalled for remarks or any alternative additional conditions.
  - d) The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender.
- 1.10.0 If the tenderer has relations whether by blood or otherwise with any of the employees of the NFL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which NFL shall reserve the right to reject the tender or rescind the Contract.
- 1.11.0 The contractor shall at all times indemnify the owner against any claim which may be made under The Employees State Insurance Act, 1948 or Employees Compensation Act, 1923 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.

  
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**1.12.0 ESI:**

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



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

**1.13.0 THE PUNJAB LABOUR WELFARE FUND ACT 1965:**

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

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

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

#### 1.21.0 QUANTUM OF JOB:

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

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

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### 1.23.0 VALIDITY OF THE CONTRACT:

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

b) **Extension of Contract:**

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

### 1.24.0 FORCE MAJEURE:

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

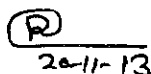
### 1.25.0 LOSS TO PLANT DURING EXECUTION:

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

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

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

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

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

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

**1.28.0 SECURITY:**

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

**1.29.0 PERIOD OF LIABILITY:**

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

**1.30.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:**

**a) MEASUREMENT AND BILLING:**


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

**b) RUNNING ACCOUNT PAYMENT:**

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

**c) COMPLETION CERTIFICATE/FINAL BILL:**

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

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

d) **FINAL CERTIFICATE**

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

**1.31.0 TERMS OF PAYMENT**

- a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill. Payment of final bill shall be released within 60 days after receipt of bill completed in all respect and in case of MSME parties payment of final bill shall be released within 45 days after receipt of bill complete in all respect. Release of first running bill and final bill will be subject of clearance from P&A Deptt. regarding compliance of statutory provisions of Labour Laws by the contractor. Payment of 10% security deposit/ deducted shall be released after completion of defect liability period on demand within 30 days.
- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/ RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, name of the Bank, Bank Account No. (all Digits in case of CBS branches), Place of branch, branch Code (IFSC CODE-11 digits) to enable us to release payment accordingly. All bank charges will be to their account.
- c) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 and shall also submit copies of Wage Sheet, PF & ESI Challan.
- d) In addition to above terms, payment of final bill will be made subject to, inter alia following terms:-
1. Payment of final bill will be made to the contractor after submission of certificate from CISF gate that all the gate passes issued to the labourers of the contractor have been returned alternatively no objection certificate may be provided from CISF.
  2. The payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.
  3. Return of empty packing material, scrap and unconsumed material issued by NFL.
  4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/ employed for the execution of work.
  5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/ labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against and such claim/ demand made in future.

*P. K. Singh*

*S. T. Bhat*

*J. K. Singh*

**1.32.0 PRESERVATION OF FREE ISSUE MATERIAL:**

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

**1.33.0 SCRAP ALLOWANCE:**

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

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

**1.34.0 ISSUE OF MATERIAL FROM NFL:**

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

**1.35.0 ISSUE OF GAS CYLINDER:**

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

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

**1.36.0 MATERIAL TRANSPORTATION:**

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

**1.37.0 PENALTY:**

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

**1.38.0 ENGINEER-IN-CHARGE:**

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

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

**1.39.0 JURISDICTION:**

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

**1.40.0. CONCILIATION & ARBITRATION:**

**1.40.01. FOR INDIAN PARTIES:**

**1. Request for Arbitration:**

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

**2. APPOINTMENT OF ARBITRATOR**

**2.1 For Indian Parties**

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

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

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

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

**2.2 For Foreign Parties**

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

**3. DESIGNATED AUTHORITY**

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

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

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

**4. SEAT & VENUE OF ARBITRATION**

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

**5. MODEL CLAUSE FOR ARBITRATION**

**5.1 For Indian Parties**

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority. Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

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

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

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

**1.40.02. FOR FOREIGN VENDORS / PARTIES**

"Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat and venue of the arbitration shall be at New Delhi, India. The language of the arbitration shall be English.

This Contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India."

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

All commercial disputes between CPSEs inter se and CPSE(s) and Govt. Department(s)/Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/Organizations shall be included as under:

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

**1.41.0 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:**

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

*Platibho*

*S.T. Sabe*

*J. S. Sabe*

**1.42.0 SAFETY REGULATION:**

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

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

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

**1.43.0 CONTRACTOR TO EXECUTE AGREEMENT:**

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

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

**1.44.0 BIDDER TO ACQUAINT HIMSELF FULLY:**

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

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

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

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**1.45.0 PAYMENT FOR PREPARATION OF BID DOCUMENT:**

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

**1.46.0 TERMINATION OF CONTRACT:**

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

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

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

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

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

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


**1.47.0 RIGHTS OF OWNER :**

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



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

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

#### 1.48.0 TIME EXTENSION :

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

#### 1.49.0 CONTINUED PERFORMANCE ;

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

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

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

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

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

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

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

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

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

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## OBLIGATIONS OF CONTRACTOR

ANNEXURE 'A'

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

### **LICENCE:**

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

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

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

### **WAGES:**

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

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

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

### **HOLIDAYS:**

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

31-10-2018  
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प्रबन्धक (मा.सं.)

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

**LEAVE:**

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

**ANNUAL LEAVE WITH WAGES AS PER FACTORIES ACT, 1948**

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

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

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

**OVER TIME:**

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

**PROVIDENT FUND:**

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

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

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

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

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

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31-10-2018  
हेमन्त गुप्ता  
अध्यक्ष (मा.स.)

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



DECLARARTION-FORM-I

Ref. No; NFP/

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

To,

\_\_\_\_\_

National Fertilizers Ltd.  
Panipat

Sub: \_\_\_\_\_

Dear Sir,

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

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

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


Thanking you

Yours faithfully;

For M/s \_\_\_\_\_

(Signature of Contractor/Tenderer with SEAL)

Address : \_\_\_\_\_

  
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**DECLARATION FORM-II**

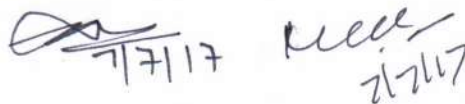
THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

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

Signature of the Contractor/ Tenderer with SEAL

PLACE: \_\_\_\_\_

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



Handwritten signature and date: 7/7/17

# DECLARATION OF TENDERER FOR DOWNLOADING THE TENDER DOCUMENT

(To be submitted along with Tender Documents)

Tender No.: \_\_\_\_\_ NFL / PT / ----- Dated -----

Name of the company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Pin code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Maximum Annual Turnover in the last three Years: \_\_\_\_\_ Year \_\_\_\_\_

Maximum Single Work order in the last three years: \_\_\_\_\_ Year \_\_\_\_\_

Have you studied the Eligibility criteria for the selected tender? **Yes / No**

Is the company having valid registration with Provident Fund Authorities? **Yes / No**

Is the company fulfilling the Minimum Annual turnover in the NIT in any of the last three preceding financial years? **Yes / No / Not Applicable**

Is the company meeting the Minimum single work order requirement of the value mentioned in the NIT in any of the last three preceding financial years? **Yes / No / Not Applicable**

Is the company meeting the technical qualifying criteria mentioned in the NIT? **Yes / No / Not Applicable**

Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer. **Yes / No / Not Applicable**

Name and Designation of the Authorized Company \_\_\_\_\_  
Official who has filled up the above details:

Do you confirm that the hard copy of tender being submitted is identical to the one downloaded from our web-site? In case the same is found altered / modified in any way, your offer shall be rejected forthwith and you may be barred from participating in future tenders. **Yes / No**

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

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

(Signature of Contractor/Party)

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