

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

सिविल इंजिनियरिंग विभाग

Ref. No. NFB/Civil/CW-324

Dated: 23.02.2024

Name of the Work: Providing and Laying APP membrane water proofing treatment over Parabolic roof of Silo and other Buildings in Factory areas

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**NOTE:**

- Contractors are requested to see that all the papers of tender documents issued to them are intact as per above Index
- All the pages of tender documents shall be signed & stamped by the contractor.
- All the tender digitally signed documents shall be uploaded on E-tender portal for E-tender category only.

**NOTICE INVITING TENDER**

**Sealed Tenders** are invited from experienced and financially sound contractors in "Two Part Bid System" for the work of "**Replacement of Water Proofing Treatment of Various Plant Buildings**" as per following:

Sr. No	NIT No.	Tender Fee (Non-Refundable)	EMD	Overall Time of Completion	Last date & time for			
					Estimated Cost of work	Issue of Tender documents	Submission of sealed tenders	Opening of Tenders(Technical Bids)
1.	NFB/Civil/CW-324 Dated: 23.02.2024	₹ 500.00 (₹Five hundred fifty only)	₹ 25,000.00 (₹Twenty Five thousand only)	04 Months	₹ 23.80 Lakhs Inclusive of GST	Up to 1200 Hrs. on 23.02.2024	Up to 1500 hrs. on 27.03.2024	At 1530 hrs. on 27.03.2024

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

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

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

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

For & on behalf of  
National Fertilizers Limited, Bathinda

(संजीव कुमार पुरोहित)  
मुख्य प्रबंधक (सिविल)

**Annexure I**

**COVERING LETTER OF NIT**

To

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

Subject: NIT for “Providing and Laying APP membrane water proofing treatment over Parabolic roof of Silo and other Buildings in Factory areas”.

Dear Sir,

**Sealed tenders** are invited for the work as detailed below:

1)	Name of Work:	Providing and Laying APP membrane water proofing treatment over Parabolic roof of Silo and other Buildings in Factory areas
2)	Earnest Money: (Tender received without EMD is liable to be rejected)	Tenderer to submit Earnest Money of ₹ <b>25,000.00 (₹Twenty Five Thousand rupees only)</b> in the form of crossed Demand Draft / Banker's Cheque /E-transfer only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Bathinda payable at Bathinda. Cheque shall not be accepted in any case.
3)	Cost of Tender Form:	Tenderer to submit separately ₹ <b>500.00/-(₹Five Hundred fifty Rupees only)</b> in the form of crossed Demand Draft / Banker's Cheque/E-transfer only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Bathinda payable at Bathinda as Tender cost. Cheque shall not be accepted in any case. <b>(Separate DDs / Banker's Cheque/ E-transfer for both Tender fee and EMD amounts)</b>
4)	Estimated Value of the work : Whether Service or works contract) :	<b>₹ 23.80 lakhs including GST.</b> <b>This is a Works Contract</b>
5)	Validity of Tender	<b>4 (Four) Months / 120 days</b> from the Date of Opening of Technical Bids for the acceptance.
6)	a) Validity / Period of Contract	<b>08 Months (Six Months) from</b> the date of award of the Contract. The contract can be extended at the same rates, terms & conditions for a period of <u>Three Months</u> at the sole discretion of NFL.
	b) Time of Completion:	<b>04 months (Four months)</b>
7)	Last date and time for issue/download of tenders:	26.03.2024 up to 12.00 Hrs.
8)	Last date and time of submission/receipt of tenders:	27.03.2024 up to 15:00 Hrs.
9)	The date and time of Opening of Tenders:	27.03.2024 at 15:30 Hrs.
10)	Place of receipt and Opening of Tenders:	Office of Chief Manager (Civil), NFL Bathinda Unit.

- 11) Tender Documents may be downloaded from our website [www.nationalfertilizers.com](http://www.nationalfertilizers.com) or CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). In case documents are downloaded directly from the said websites, requisite tender fees and EMD shall be submitted along with tender documents in envelope No 1. Parties are advised to visit NFL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.
- 12) Tender Documents may also be obtained from the office of undersigned before due date of Tender submission on deposit of Demand Draft / Banker's Cheque of **₹500.00 (₹Five hundred fifty only)** in favour of NFL payable at Bathinda towards cost of Tender Documents (₹50.00 shall be charged extra for getting tender documents through Post).
- 13) All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing to CHIEF MANAGER ( CIVIL) at least 7 (Seven) days prior to the closing date of the tender.
- 14) 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.
- 15) The rates should be quoted item wise for the complete Scope of Work as per Performa 'Schedule of Rates'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for **120 days** from the date of opening of Technical bid for the acceptance.
- 16) 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.  
If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the procedure mentioned under Evaluation criteria (Annexure-VIII) shall be followed:
- 17) The tenderer shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of Rates.
- 18) National Fertilizers Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender. The tender can be split between two or more tenderer without assigning any reason thereof as per the requirement on case to case basis.
- 19) Incomplete Tenders or Tenders not accompanied with the required Details / Documents / Tender fee/ EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.
- 20) Submission of Tenders:
  - i. No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
  - ii. Tender documents should be submitted along with duly filled in all Annexures.
  - iii. The tender will be divided in three parts:
    - a. Earnest money.
    - b. Technical and commercial bid
    - c. Price bid

The above three parts should be enclosed and SEALED SEPARATELY IN THREE ENVELOPES as follows and all the three envelopes shall be super-scribed with

- i. Name of Work
- ii. Tender No., and date,
- iii. Date of Opening of Tender
- iv. Name and complete address of the tenderer and
- v. All the said three envelopes should be submitted in one sealed cover by the tenderer super-  
scribing above stated (i) to (iv) particulars.

Envelop No. 1:

Will contain Earnest Money of amount specified in NIT in the form of DD/ Banker's cheque in favour of NFL (respective unit/CO/Office), Payable at (respective unit/CO/Office). This envelope should be super-scribed "EARNEST MONEY". If the party is seeking exemption of EMD under MSMED Act, it is required to submit the requisite documents showing eligibility in this envelop.

Envelop No. 2:

Second sealed envelope super-scribed "TECHNICAL AND COMMERCIAL BID" containing the following documents: Signed copies of complete tender documents, including Proforma for schedule of quantities WITHOUT prices as enclosed & documents as asked in Para 22 along with. Tenderer should sign each copy of these documents in token of acceptance of our terms and conditions.

Envelop No. 3:

Third sealed envelope super-scribed, "PRICE BID – DO NOT OPEN" (in RED ink). This envelope should only contain the 'Schedule of Quantities & Rates'/ 'Price Bid' with prices given in respective columns against each item, as enclosed herein, duly completed and signed & stamped on each page by the tenderer.

A) The price bid should be submitted clearly inscribing the name of the tenderer in the prescribed Proforma.

All the above three envelopes should be placed and submitted in a single envelope super-scribed as "NIT No. **NFB/ Civil/CW-324 Dated: 23.02.2024**

Date of Opening of the tender 27/03/2024 at 1530 Hrs.

21) Opening of Tender :

The Tender shall be opened as under:

Envelope No. 1:

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

Envelope No. 2:

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

Envelope No. 3:

Super-scribed 'Price Bid' will be opened if technical bid and EMD found in order on the same day or at a later date, which shall be intimated to the Tenderers.

22) The following documents have to be submitted with the offer in the envelope No. 2, failing which the tender will be liable for rejection:

- I) In case the parties are pre- qualified;
  - a) Declaration Forms I , II & III (Annexure-II,III & IV)

- b) An Affidavit as per Annexure-VI on Non-Judicial Stamp paper of appropriate value.
- c) Notarized/Certified copy Power of Attorney/ Authorisation in name of person who has signed the tender documents/bid (in case of Partnership Firm/Company or otherwise as the case may be.
- d) Performa for proprietorship Affidavit on the stamp paper of appropriate value and notary attested. (Annexure-XI).
- e) The pre-Qualified parties who do not quote for the job in a limited tender enquiry should mention the reasons for not submitting their quotations. Parties who do not submit the reasons for abstaining from submitting the quotations are liable for removal from the pre-qualified list after review.
- II) In case parties are not prequalified, their offer will be considered as per eligibility criteria mentioned in the NIT/Tender. Tenderer shall submit along with the tenders full particulars of their capacity, experience giving the list of similar jobs carried out by them during the last seven years, the complete address or organization for which such works have been executed and also substantiate their claims furnishing the copy of their credentials as per NIT. In the absence of these documents tender will not be considered
- 23) NFL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids.
- 24) Evaluation of offer shall be on overall L-1 basis.
- 25) 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/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
- 26) No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.
- 27) The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister /group / Associates Company. In such cases only one of them will be eligible for participating in the tender.
- 28) While submitting the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 29) One person will be allowed to represent only one company during discussion/negotiation with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 30) NFL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 31) In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happen to be a holiday / closed day, the tender will be received / opened on the next working day.
- 32) More than one quotation in a single sealed envelope will not be considered. Not more than one tender shall be submitted by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder .No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.



- 33)** The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.
- 34)** NFL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.
- 35)** NFL shall not be responsible for delay, loss or non-receipt of tender document sent by post.
- 36)** The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL and have a good character.
- 37)** In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the party. NFL shall not be responsible on this account whatsoever.
- 38)** The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from NFL. If at any time such a discrepancy is detected, the contract shall stand terminated without any notice and the security deposit shall be forfeited.
- 39)** The offers received after scheduled date and time of submitting the offer would be out rightly rejected.
- 40)** If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, NFL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, NFL shall deem such tender as cancelled, unless the firm retains its character.
- 41)** NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 42)** If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
- 43)** Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 44)** Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
- 45)** "Bidder shall not be affiliated with a firm or entity:
- i. That has provided consulting services related to the work to the NFL during the preparatory stages of the work or of the project of which the works/services forms a part of. OR
  - ii. That has been hired (proposed to be hired) by the NFL as an Engineer/ Consultant for the contract."

**46)** Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XII.

**47)** The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) infavour of the individual to sign the tender on behalf of

the company and create liability against the company should be submitted. Such “Power of Attorney” should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender.”

- 48) In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to NFL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 49) NFL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by NFL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NFL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NFL thereunder.”
- 50) This letter/instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
- 51) The Tender shall be addressed to CHIEF MANAGER ( CIVIL), National Fertilizers Limited, Bathinda.
- 52) 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 rates forming part of the tender documents; in such a way that interpolation is not possible. The amount for each item shall be worked out and entered in the tender and requisite totals shall be given for all items. The tenderer shall duly sign the tendered amount entered in the tender for the work.
- 53) The tenderer as a token of acceptance of NIT terms and conditions shall sign all pages of NIT and Annexures.
- 54) 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:-
- A. Agreement
  - B. Work Order
  - C. Letter of intent
  - D. NIT
    - i. Technical Terms and Conditions and Scope of Work
    - ii. Engineering Specifications.
    - iii. Special terms and conditions etc.
    - iv. General Terms & Conditions
- 55) The tenderer shall certify that none of their group/sister concern/ partnership firm is 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.1.41.1** of General Terms and Condition, Annexure-X.
- 56) 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.

57) Works contract are not covered under MSMED Act. Works contract means wherein transfer of property in Goods is involved in execution of such contract, i.e., wherein both material and services are involved.  
(This is a Works contract)

Thanking you,  
Yours Sincerely,  
For& on behalf of  
National Fertilizers Limited

(संजीव कुमार पुरोहित)  
मुख्य प्रबंधक (सिविल)

Encl:-

1. Annexure II to AnnexureXXVI
2. Schedule of Quantities.

**ANNEXURE -II**

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

Ref. No.

Dated.

To,

CHIEF MANAGER (CIVIL)  
National Fertilizers Ltd.  
Bathinda

**Subject : Tender No. NFB/ Civil/CW-324 Dated:23.02.2024**

**Name of the Contract: Replacement of Water Proofing Treatment of Various Plant Buildings.**

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 “**Replacement of Water Proofing Treatment of Various Plant Buildings**” 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.

I / We agree to accept payment by ECS / EFT from your Bank i.e. SBI, Bathinda, Branch IFS Code: SBIN0003591. Details of my/our Bank A/c No. is as under:

Bank A/c No. (In SBI / any Nationalized Bank)	
Type Account (Current A/c or Saving A/c)	
Name of the Bank	
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 or claim to the forfeiture of the Earnest Money deposited with National Fertilizers Limited, Bathinda.

Thanking you

Yours faithfully

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

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

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

Sr. No.	DESCRIPTION	YES / NO(If Yes, give the following details)		
1	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of NFL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. NFL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	<b>Name &amp; Design. of the employee</b>	<b>Place of Posting</b>	<b>Relation with the Employee</b>
2	<b>P.F. Registration No.</b> of the firm / company to be indicated <b>along with Documentary proof</b> thereof.			
3	<b>PAN No.</b> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. <b>along with Documentary Proof</b> thereof.			
4	<b>GST Registration No.</b> of the firm / company issued by GST authorities <b>along with Documentary Proof</b> thereof. Whether registered under composition scheme of GST	Yes / No		
5	<b>ESI Registration No.</b> issued by ESI Authorities <b>along with documentary proof</b> thereof.			
6	<b>MSME Registration</b> If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006. <b>(This contract is a Works contract)</b>	Yes / No (If Yes, a Self certified copy of registration certificate to be submitted) <b>(Not applicable on Works contract)</b>		
7	Type of Firm to be specified <b>(Proprietor / Partnership / Limited Co. etc.)</b>			
8	Name of the Firm			
9	Address of the Firm			
10	<b>Contact Details:</b> a) Name of the Person: b) Mobile number / Landline Number c) Email	<b>Contact Details:</b> a) b) c)		
11	Power of Attorney for submission of tender document, as applicable Submitted	Yes / No		
12	Tender cost (Amount, DD Number and Date / Transaction details)			
13	EMD (Amount, DD Number and Date/ Transaction details)			

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

**Signature of the Contractor/ Tenderer with SEAL**

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

**ANNEXURE- IV**

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

To,

CHIEF MANAGER ( CIVIL )  
National Fertilizers Ltd., Bathinda

**Subject : Tender No. NFB/ Civil/CW-324 Dated: 23.02.2024**

**Name of the Contract:** Providing and Laying APP membrane water proofing treatment over Parabolic roof of Silo and other Buildings in Factory areas.

Dear Sir,

<b>1</b>	<b><u>UNDERTAKING</u></b>  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. b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us. c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled. d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.
<b>2</b>	<b><u>ACCEPTANCE OF TENDER CONDITIONS</u></b>  I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the same.
<b>3</b>	<b><u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u></b>  With reference to your <b>NIT No.NFB/ Civil/CW-324 Dated:23.02.2024</b> 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 <b>Rs. _____ (Rupees _____ only)</b> , in favour of National Fertilizers Limited, payable at Bathinda towards the cost of tender documents.

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

सिविल इंजिनियरिंग विभाग

Ref. No. NFB/Civil/CW-324

Dated: 23.02.2024

Name of the Work: Providing and Laying APP membrane water proofing treatment over Parabolic roof of Silo and other Buildings in Factory areas

4	<p><b><u>Labour License(If applicable)</u></b></p> <p>The contractor shall obtain Labour Licence, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&amp;A) Act, 1970 &amp; Contract Labour (R&amp;A) Central Rules,1971 and submit a copy of the same to NFL, Bathinda before start of execution of contract work. Accordingly we hereby give undertaking that:</p> <p>“As per provisions made under the Central Labour (R&amp;A) Act 1970 &amp; Contract Labour (R&amp;A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of <b>Providing and Laying APP membrane water proofing treatment over Parabolic roof of Silo and other Buildings in Factory areas</b>from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to NFL, Bathinda before start of execution of contract work”.</p>
5	<p>I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name</p>
6	<p>I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besidesbanning of business as per rules of NFL</p>
7	<p>I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of NFL.</p>

Thanking you

Yours faithfully  
For & on behalf of Contractor

**Signature of the Tenderer/Contractorwith SEAL**

Place: \_\_\_\_\_

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

**REGISTRATION OF GST NUMBER**

**Requirement of GST Number:**

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

**UNDERTAKING**

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

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

(Signature & stamp of bidder)



(To be kept in Envelope No. II)

(An Affidavit in **original** on Non-judicial Stamp Paper of Rs.50.00 duly attested by Notary)

**AFFIDAVIT**

With reference to NIT No.NFB/ Civil/CW-324 Dated: 23.02.2024 of National Fertilizers Ltd., Bathinda for the work of “**Providing and Laying APP membrane water proofing treatment over Parabolic roof of Silo and other Buildings in Factory areas**”. 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 \_\_\_\_\_ asunder :-

- i) That my / our firm / sister concern etc. has not been black listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.
- ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.
- 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

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: \_\_\_\_\_

**ELIGIBILITY CRITERIA**

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

**Techno-Commercial Criteria**

Sr. No.	Eligibility Criteria	Supporting Documents Required
1	<p>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</p> <p>b) Affidavit as per Annexure-VI on Non-judicial paper in original and Power of Attorney / Authorization,</p>	<ul style="list-style-type: none"> <li>• 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 <b>Annexure-XI</b></li> <li>• Partnership firm shall submit a copy of Partnership Deed attested by notary</li> <li>• Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association</li> <li>• Registered Society &amp; Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA.</li> </ul> <p>Affidavit in original</p> <p>Power of Attorney / Authorization in favour of a person who has signed the tender documents on behalf of the tender:</p> <ol style="list-style-type: none"> <li>I. In case of proprietorship firm: Power of attorney ( if documents signed by other than proprietor) &amp; Annexure – XI on Non judicial stamp paper attested by notary.</li> <li>II. In case of partnership firm: Power of attorney on Non-judicial stamp paper by all the partners.</li> <li>III. In case of a company Notarized/ certified copy of Authorization / power of attorney (Backed by the resolution of board of Directors.)</li> </ol>
2	<p>a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No.</p> <p>b) Declaration / Disclosure regarding any relation(s) with employees of NFL, Downloading of tender forms from NFL website etc.</p>	<p>The bidder shall submit Declaration I, II &amp; III with self-attested copy of related documents wherever required like</p> <ol style="list-style-type: none"> <li>i) PAN Card.</li> <li>ii) GST registration certificate.</li> <li>iii) P.F Registration No. issued by PF Authorities.</li> <li>iv) ESI Registration No. issued by ESI Authorities, etc</li> </ol>
3	<p>The bidder should have successfully completed “Similar Works” with performance/ completion certificate, during the last <b>seven</b> years ending last day of</p>	<p>The bidder shall submit a copy of Purchase OR Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following</p>

	<p>previous month in which NIT has been issued.</p> <p>Definition of "<b>SIMILAR WORK</b>"</p> <p>Definition of "similar work" means: "<b>Bituminous based waterproofing treatment of roofs of buildings / structures</b>".</p>	<p>Three similar completed works each costing not less than <b>₹9.52 lakhs</b> inclusive of GST (With performance OR completion certificate). OR</p> <p>Two similar completed works each costing not less than <b>₹11.90 lakhs</b> inclusive of GST (With performance OR completion certificate). OR</p> <p>One similar completed work costing not less than <b>₹19.04 lakhs</b> inclusive of GST (With performance OR completion certificate).</p> <p>Copies of Work orders in support of the above with full technical scope of work &amp; commercial details including work order value along with the completion certificate from the concern organization indicating the contract period, executed value and date of completion.</p> <p>In case the tender, for a contract, is for a period of one year or more than one year, relevant experience is to be taken for one year period. Accordingly, if period of the work order, for completed work, submitted by the bidder is more than one year then value of the contract shall be calculated on pro-rata basis for one year.</p>
<p><b>4</b></p>	<p>Average Annual financial turnover of the bidder during the last 3 years ending 31st March of the previous financial year should be at least <b>₹7.14 lakhs inclusive of GST</b>.</p>	<p>Bidder shall submit self-attested copies of Audited Balance Sheet and Profit &amp; Loss A/c for the last three financial years, ending on 31st March of the previous financial year. (i.e. FY2020-21, 2021-22 &amp; 2022-2023)</p> <p>In case the bidder do not fall under the ambit of statutory audit, and do not have <b>audited</b> annual reports/audited Balance Sheets and Profit &amp; Loss Statements, shall submit a statement certified by Statutory Auditor/practicing Chartered Accountant having <b>UDIN</b> as documentary evidence in support thereof.</p>

NOTE :

1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  \* value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.
2. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re- worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a

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

**Signature of the Tenderer / Contractor with Seal**

**ANNEXURE-VIII**

**EVALUATION CRITERIA**

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

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 original 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.

5. If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.
- 6) The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed:-
  - a) When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.

- b) When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.
- d) In case of duplicity of any item in the schedule of quantities, the lowest quoted rate of the tenderer for such items will be operated in the contract.
- e) When the amount of an item is not worked out by the tenderer, or if it does not corresponds with the rates written either in figures or in words then the rates quoted by the tenderer in words shall be taken as correct.
- f) 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 (calculation of amount) shall be amended on the basis of the rate.
- g) All errors in totalling in the amount column and in carrying forward total shall be corrected.
- h) 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.



**ANNEXURE-IX**

**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 or NFL" 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.

"Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.

"The Bidder" (including the terms "tenderer", "consultant" or "service provider") in certain context means any eligible person, firm or company participating in the tendering process.

"Notice Inviting Tenders( NIT)" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the owner, which informs the potential bidders that it intends to procure goods, services and/ or works.

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 is 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 any 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. Contractor includes "Service Provider or Consultant" also.

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

**GENERAL TERMS & CONDITIONS (GTC & GTCC)**

**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.** Suitable accommodation will be provided for the contractor or his authorized representative on chargeable basis, if available, NFL may allot land for putting temporary Godown/ workshop for making storage, work site by the contractor, free of cost.

NFL will provide one No. **A Type quarter (Two room)** on nominal rent to be fixed by NFL from time to time which is at present **Rs.150/- (Rs. One hundred fifty only) per Month**, for the residence of the contractor's staff, subject to availability.

After completion of the contract, the contractor will be allowed to retain the accommodation for 30 days (on the above rates), to complete the contractual obligations after which the contractor shall vacate and hand over the possession of quarter to NFL. In case the quarter is not vacated and handed over back to NFL, within the allowed period, Market rent (which is fixed by NFL from time to time) will be charged from the contractor for the period the quarter remains under unauthorized occupation of the contractor. The payment against final bill and the Security Deposit shall be released by NFL after vacation of the quarter by the contractor.

The charges for water & electric power consumption shall be charged extra as per Company's Rules.

While taking the accommodation, the contractor will check the inventory and shall handover the same to NFL in original condition at the time of vacation of the quarter. Any changes made by the contractor during the course of occupation of the contractor, shall have to be restored back.

If at any time it is found by NFL that any of the contractor's employees residing in the township are creating nuisance/disturbance to other residents, the contractor shall immediately remove such employee(s). In case such employees are not removed by the contractor or still are creating nuisance, the accommodation allotted to the contractor shall be cancelled and he shall be required to vacate the same within a period of 3 days after hearing from NFL in writing. The contractor shall have no claim whatsoever on this account. Addition/deletion of taxes imposed by the State Government/Central Government after submission of tender documents and during contractual period shall be to NFL's account.

**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). If sub-contracting is allowed by Owner in full or part, the contractor shall be solely responsible for paying each Sub-Contractor and any other person to whom any amount is due from Contractor for services, materials or supplies otherwise related to the Work. Contractor shall take all reasonable steps and actions to ensure that such services have been or will be properly performed.

Owner shall not be deemed by virtue of the Contract to have any contractual obligation to or relationship with any Sub Contractor. The responsibility of successful completion of work by subcontractor shall lie with Contractor. Sub- contracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

**1.6.0. PAYMENT OF TAXES AND DUTIES**

**1.6.1** The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but including 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.

**1.6.2** The rates quoted for materials should be on F.O.R. basis and are inclusive of all taxes. No GST will be paid as extra.

**1.6.3** 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.

**1.6.4** The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. and 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 ST/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.

- 1.6.5** Liability of NFL shall be restricted to the amount of GST only, and any interest / penalty etc. shall be to the contractor's account.
- 1.6.6.** Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.
- 1.6.7.** 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.
- 1.6.8.** Any increase in GST rates during the delayed completion period shall be to contractor's account. However any decrease in GST rate during the delayed period shall be passed on to the NFL.
- 1.6.9.** GST, as applicable for the work under the contract shall be reimbursed by NFL after GST Invoice is uploaded and submitted on GST portal through GSTR-1.
- 1.7.0.** The rates quoted by the tenderer will be firm for the currency of the contract period including extension if any and will not be subjected to escalation irrespective of any increase what so ever.
- 1.8.0.** The Tenderer should make a deposit of **Rs.25,000.00** as Earnest Money and **Rs.500.00** as Tender Fees by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Bathinda" payable at Bathinda The Earnest Money and Tender Fees shall not be accepted in any other form except specified. 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. The EMD shall be forfeited and appropriated by NFL in regard to the NIT without prejudice to any other right or remedy to NFL under the following conditions:
- If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder.
  - If the bid is varied or modified in a manner not acceptable to the NFL during the validity or agreed extension validity period duly agreed by the bidder.
  - In the case of a successful Bidder, fails to commence the work awarded to him or sign the Contract agreement in accordance terms of Contract.
  - In the case of a successful Bidder If the successful bidder fails to furnish Security Deposit /Performance Guarantee in accordance terms of Contract.
  - If bidder is delisted/debarred or blacklisted by NFL.

The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.

If the successful bidder who backs out and does not accept work order/LOI, their EMD will be forfeited and will not be allowed to participated in re-tender case and will be blacklisted.

**1.8.1. BID VALIDITY:**

The bid should be kept valid for acceptance for a period of **4months (120) days** from the date of opening of tender/Technical Bid. A bid valid for shorter period may be rejected by the Owner as being non-responsive.

Under the exceptional circumstances, prior to expiry of the original Bid validity period, the Owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by E-mail.

In the event of Owner seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended.

A Bidder agreeing to the request of Owner seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly.

**1.9.0.** The following tenders will be liable to be rejected:

- a) Tenders submitted by Tenderer who resort to canvassing.
- b) Tenders, which do not fulfil 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.

**1.9.1.** 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 without assigning any reasons.

**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. It shall also be certified by the tenderer that none of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).

**1.11.0.** 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.

**1.12.0.** 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.

**1.13.0.** 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.

**1.14.0.** 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.

**1.15.0.** 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 an item not mentioned in scope of work shall be final.

**1.16.0. QUANTUM OF JOB:**



Estimated value of work has been worked out on technical assessment / on the basis of job executed in past. NFL will not give any guarantee for minimum billing, minimum quantum of work during the period / currency of the contract.

**1.17.0.** 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 a 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.

**1.18.0. VALIDITY OF THE CONTRACT:-**

- a) The Contract shall remain valid for a period of **08 months** reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice to 7 days 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.

**1.19.0. 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, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15 (Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract by giving notice to the other party. For delays arising out of Force Majeure neither NFL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.

**1.20.0. 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.

**1.21.0.** 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 have to 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.

**1.22.0.** 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.

- a) In the event the extra or substituted items of the work does not fall incategory as above, the cost will be calculated on the basis of actual labourand consumable materials utilized for the job. The quoted rates will beinclusive of overhead and profit. The quantum of labour and consumablematerial used will be assessed by the Engineer-in-charge, whose decision inthis respect will be final and binding upon the Contractor. The contractor willbe required to obtain prior approval of NFL for rates payable to him for suchextra items.
- b) In case, the Contractor fails to do the extra and/or substituted work. NFLwill have the option to get the work done through another agency at theContractors' risk and cost.

### **1.23.0. SECURITY:**

The contractor shall deposit SD towards faithful performance of the contract.The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / Works order value(excluding GST). Initial Security Deposit (ISD) shall be2.5% of the Contract Work Order Value which is required to be depositedwithin 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) bythe successful tenderer. EMD can be adjusted against SD.In case party does not deposit ISD within 15 days of the issue of LOI/WO, the same shall be recovered from party's 1st month's billalong with an interest @ prevailing SBI – 1 year MCLR plus 1% for the complete month from the date of issue of LOI/WO.

The balance security deposit amount shall be recovered @ 7.5% from eachrunning bill and the final bill so as to make the total security deposit at 10% ofthe Contract / Work Order Value. In case work is split between two or moreparties, SD shall be submitted based on the value of split order.No interest shall be paid on security deposit. Any amount recoverable fromthe contractor shall be deducted from RA bill/security deposit. Securitydeposit shall be returned to contractor after successful completion of thecontract and obtaining “No objection certification” from executive departmentafter expiry of Defect Liability Period.

The successful tenderer can furnish a Bank Guarantee from any of thescheduled bank excluding Gramin / Co-operative Bank in the form specifiedby NFL against Security Deposit / Performance Guarantee (as applicable) forthe faithful and proper fulfillment of the contract. The Bank Guarantee shouldbe valid for a period of **32 months** (contract period plus defect liability period)plus **3 months** claims period. The Bank guarantee should be submitted byBankers directly to NFL in a sealed cover and not through contractor.The Contractor shall also arrange a copy of swift message, for confirmation ofBG (including all amendments) through SFMS mode, from the BG issuingbank generated on communication regarding issue of BG to our designatedbank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSCCode ICIC0000031, as per following details:-

- (i) IFN 760 COV for issuance of bank guarantee
- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 ofIFN 760 COV/IFN 767 COV.
- (iv) Issuing bank shall mention NFL beneficiary code asNFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

### **1.24.0. PERIOD OF LIABILITY:**

Defect liability period for this works shall be **24 months**from the actual date of completion of work. The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, NFL reserves the right to get the same repaired **at the risk & cost** of the contractor PLUS 25 % plus applicable GST thereon( 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.

**1.25.0. 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 recorded in measurement book/sheet 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 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 after 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 Final bill. Contractor shall also furnish "NO CLAIM CERTIFICATE" in the prescribed Performa along with Final Bill.

**d) Final Certificate:**

Within fifteen days of the contractor's application made after the expiry of the period of defect liability provided for in clause 1.24.0 here of and satisfaction of all liabilities of the contractor in respect thereof the Engineer-in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities not withstanding issue of the completion certificate or payment of the final bill by NFL.

**1.26.0. 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 by NFL, complete in all respects.

Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of 10 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made within a period applicable as per MSME Act or payment terms as per NIT/WO, whichever is earlier.

- 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. Customer Name, Name of the Bank, Bank Account No. (All digits in case of CBS branches), Place of branch, Branch Code (IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.

- c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.
- d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.
- e) 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 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.
- f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.
- g) 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 any such claim/demand made in future.

**1.27.0. 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 requirements 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.

**1.28.0. 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 %

After the completion of the work theoretical quantity of cement to be used on works shall be calculated on the basis CPWD's statement showing quantities of cement used in different items of work provided in the

Delhi schedule of rates, (LATEST). This statement will be prepared and approved by the Engineer-in-charge. Over this theoretical quantity of cement shall be allowed a variation up to 5% plus/minus for works the estimated cost of which as put to tender is not more than ₹ 2 lakh, upto 4% plus/minus for works the estimated cost of which put to tender is above ₹ 2 lakh but upto ₹ 5 lakhs, upto 3% plus/minus for works the estimated cost of which put to tender is above ₹ 5 lakh. The difference in the quantity of cement issued to the Contractor and the theoretical quantity including authorized variations, if not returned by the Contractor, shall be recovered at twice the issue rate without prejudice to the relevant conditions regarding return of material governing the Contract, in the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (all stipulated above ) the cost of the quantity of cement not so used shall be recovered from the Contractor on the basis of the maximum procurement price and cartage to site

**1.29.0. 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.

**1.30.0. 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.

**1.31.0. 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.

**1.32.0. LIQUIDATED DAMAGES (LD):**

The time and date of completion of work as stipulated in the contract shall be deemed to be essence of the contract. In the event of work is not completed according to the time schedule, the contractor shall have to pay Liquidated Damages to the NFL at the rates of 1 % of the total value of work for delay of every week or part thereof, subject to a ceiling of 10 % of the total value of the work plus applicable GST thereon. These Liquidated Damages shall be recovered from the RA/Final Bill of the contractor of this work, or from any other dues of the contractor against any other contract, or from any other dues of contractor lying with NFL.

**1.33.0. 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 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 or 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.



**1.34.0. JURISDICTION:**

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

**1.35.0. CONCILIATION & ARBITRATION:**

**(i) FOR INDIAN PARTIES**

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

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through **Designated Authority (Unit Head)**.

Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crore, there 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 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 & Conciliation Act, 1996.

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

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

**The Seat and venue of Arbitration shall be at Bathinda.**

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

**(ii) Arbitration 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 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 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.

**(iii) Arbitration for CPSEs and Government Department:**

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

**1.36.0. CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:**

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

**1.37.0. 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”.

**1.38.0. 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 prescribed value with NFL within 15 days (Fifteen 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. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties.



**1.39.0. 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 will any claim whatsoever be entertained on the plea of ignorance or overlooking. The Bidder shall give an undertaking that the terms and 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.

**1.40.0. 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.

**1.41.1. 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 after written notice 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

III. Persistently disregards the instructions of the Company in contravention of any provision of the CONTRACT.

IV. Persistently fails to adhere to the agreed program of work.

V. Sublets the work in whole or in part thereof without Company's consent in writing.

VI. Performance is not satisfactory or work is abnormally delayed.

VII. 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.

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

**1.41.2. CONSEQUENCES OF TERMINATION**

If the contract is terminated by NFL for the reasons detailed under clause no.1.41.1 of General Terms and Conditions due to default of the contractor:

- 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 plus 25% towards administrative cost, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.
- ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- iii) The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
- iv) All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.
- v) Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of NFL in all units / offices as per NFL's rules & regulations.

**1.41.3. FORECLOSURE**

If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work or to terminate the contract due to force majeure, regulations or ordinance of any government or for any reasons whatsoever, the Officer in Charge shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure.

Such foreclosure 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.

**1.42.0. 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. 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 fulfil 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.

**1.43.0. 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. The extension of completion date shall also be subject to the

right of NFL to claim a reduction in prices on account of reduction in statutory duties / taxes etc. which may take place during the extended period of completion. However, increase in prices during extended completion period on account of increase in statutory duties/taxes etc. admissible under this work order/contract may be considered only if extension is due to delay on the part of NFL. Any extension of time given under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract. The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed. Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause (by way of Security Deposit), the Contractor shall immediately arrange to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition the contractor shall ensure that the Labour license, Insurance policy are renewed from time to time at his cost during the extended period of contract till the completion of the project.

**1.44.0. 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 works 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.

**1.45.0. INTELLECTUAL PROPERTY RIGHT**

The Contractor shall fully indemnify NFL and all agents, servants and employees of the Company against any action, claim or proceeding relating to infringement or the use of any patent, trademark or design in respect of any article or part thereof included in the Contract. In the event of any claims being made or action being brought against the Company or any agent, or servant, or employee of the Company in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at his cost.

**1.46.0. CONTRACTOR'S OBLIGATIONS W.R.T. PERSONNEL DEPLOYED AND LABOR RELATED COMPLIANCE:**

- a) The contractor shall abide by following acts and rules framed there under or any modifications thereof or any other law relating thereto and rules made there under from time to time, in addition to provisions of the GENERAL Terms & Conditions of NFL Bathinda Unit.
- i) Minimum Wages Act 1948.
  - ii) Employees Provident Fund & Misc, Provisions act 1952.
  - iii) Factories Act 1948.
  - iv) Employees Compensation Act 1923.
  - v) Industrial Disputes Act, 1947.
  - vi) Payment of Wages Act, 1936.
  - vii) Employees State Insurance Act, 1948.
  - viii) Payment of Bonus Act, 1965.
  - ix) Punjab Labour Welfare Act, 1965
  - x) Equal Remuneration Act, 1976.
  - xi) Child Labour (Prohibition & Regulation.) Act, 1986
  - xii) Any other Act & Rules framed thereunder by the State/Central Govt. from time to time.
  - xiii) The contractor shall be required to possess a valid license for engaging labour from state labour department.
  - xiv) Employee's Pension Scheme 1995
  - xv) The workman's Compensation Act, 1923 (in the absence of coverage of employees under

Employees State Insurance Act 1948)

xvi) Punjab Labour Welfare Fund Act, 1965

xvii) Employers Liability Act 1938

xviii) Employment of Children Act 1938

xix) Maternity Benefit Act 1961

xx) Payment of Gratuity Act 1971

xxi) Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (BOCW) along with BOCW Welfare Cess Act 1996,

**(THE ABOVE ACTS ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE.)**

The contractor shall abide by all the Laws/Acts/Rules/ Regulations and is required to discharge all other statutory obligations and maintain registers and records under the various Labour Laws/ Rules enacted and as amended by the Appropriate Government from time to time

- b) The contractor shall comply with all applicable Central, State statutes/labour laws/codes/schemes including all other applicable statutory rules and regulations in force relating to the contract and keep NFL indemnified in respect thereof. The contractor shall, to the extent, he is liable, comply with & give all intimation/ notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay, indemnify NFL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded. In case of any violations, omissions, commissions, the consequence/s, if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and NFL shall have no liability whatsoever on this account.
- c) In case the CONTRACTOR selected for award of contract does not have a PF code, He shall be required to obtain the same. The contractor shall timely apply and obtain requisite labour licences & other requisite registrations/ licenses/ clearances from the concerned Authorities and submit a certified stamped copy of the same. Contractor shall ensure its uninterrupted continuity throughout the period of contract/ applicability.
- d) The Contractor shall depute only physically and medically fit 'adult' persons against the contract i.e. persons below the age of 18 years and *above 60 years of age shall not be allowed to be engaged for execution of work.* The contractor may employ such persons as He may think fit and the persons so employed shall be employees of contractor for all purposes and shall not be deemed to be in the employment of NFL for any purpose whatsoever. The Contractor shall ensure medical examination of workers engaged by them.
- e) The Contractor shall pay wages directly to the persons employed by him under the Contract, within the stipulated period i.e. by 7th of the following month, by direct credit in his/her bank account through NEFT/RTGS or by way of cheque. The wage rates should not be less than the stipulated minimum wage rates notified by Appropriate Government from time to time with respect to the work performed/ rendered, without any discrimination on grounds of caste/ creed/ religion/ gender. CONTRACTOR shall also enroll/cover all eligible/ entitled personnel under EPF, EPS, EDLI, ESI, Labour Welfare Fund, & all the other applicable statutory Acts/ Codes/ schemes and ensure deduction & deposition of the requisite contributions – employee's as well as employer's - for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 15<sup>th</sup> of the following month in case of depositions under ESI Act).

- f) The Contractor is also required to discharge all other statutory obligations including timely submission of reports, returns to concerned Authorities and maintain updated registers and records in prescribed proforma under all the various applicable statutes/ Labour Laws/Code(s) including the rules made thereunder enacted and/or amended by the Appropriate Government from time to time.
- g) The contractor shall on monthly basis submit a certified stamped copy of wage sheet besides documentary evidence in support of wage payment, deduction & deposition of EPF, ESI, Labour Welfare. The contractor shall also submit a certified stamped copy w.r.t. any other payment made/ benefit extended by him towards fulfillment of his statutory obligations under applicable statutes and/or his contractual obligations towards NFL. Submission of these and other requisite documents/ records and proper maintenance and production of the same as when requisitioned by Authorities/ NFL has to be ensured for smooth clearance/ settlement of bills/payments.
- h) CONTRACTOR shall follow prescribed safety regulations & procedures and shall adhere with safe work practices.

**1.47.0. SPECIFICATIONS AND DRAWINGS:**

- (1) Adherence to Specifications and Drawings: The whole of the works shall be executed in conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for any loss to NFL.
- (2) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.
- (3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the NFL to the Contractor are deemed to be the property of NFL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the NFL on completion of the work or termination of the Contract.

**1.48.0. SIGNING OF "NO CLAIM" CERTIFICATE:**

The Contractor shall not be entitled to make any claim whatsoever against NFL under or by virtue of or arising out of this contract, nor shall NFL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the NFL in such form as shall be required by NFL after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

- 1.49.0.** No CONTRACT or understanding in any way modifying the conditions of CONTRACT shall be binding upon either parties hereto unless made in writing and approved by both parties.

**1.50.0. INDEMNIFICATION:**

The contractor shall have to furnish Indemnity Bond (as per format enclosed as Annexure-XVIII) for value of Rs.....towards the material being sent for repair (This Clause shall be applicable for repair of materials).

- 1.51.0.** The contract shall be governed by and construed in accordance with the Laws of India.

**1.52.0. INTEGRITY PACT:**



In case of contract valuing Rs 1 crore and above, the Bidder(s) / Contractor(s) is required to enter into an "Integrity Pact" with the Principal i.e. NFL. The Integrity Pact has to be signed by the Proprietor / Owner/ Partner/ Director or by their duly Authorised Signatory. In case of failure to return the Integrity Pact along with the offer/ bid, duly signed by the authority as mentioned above, will disqualify the offer/ bid.

**1.53.0. SUBMISSION OF MONTHLY/FINAL BILLS :**

~~The contractor shall submit the running monthly bills within 1<sup>st</sup> 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 @ 1% of the billed amount or Rs.5,000/- (whichever is lower) **plus GST as applicable thereon**, for every month of delay or part thereof subject to minimum of Rs.1000.00 + GST shall be recovered from the bill.~~

**1.54.0. BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE CESS ACT, 1996 (Wherever applicable)**

Wherever, Civil Work is carried out by the CONTRACTOR/Sub CONTRACTOR, the CONTRACTOR /Sub CONTRACTOR is required to register themselves, 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 & the Building and other Construction Workers Welfare Cess Act, 1996 and the Rules enacted there under by the appropriate government i.e. Central /State from time to time.

Levy and collection of CESS not exceeding 2% but not less than 1% of the cost of construction incurred by an employer. (at present the rate of CESS is 1%), assessment of cess.

**1.55.0. PROVIDENT FUND:**

The provision of EPF & MP Act, 1952 and Rules scheme there under shall be applicable to the CONTRACTOR and the employees engaged by him for the WORK. The CONTRACTOR shall furnish the PF code allotment Letter issued by the RPFCA Authority, before commencing the WORK. The Contract Labour employed by the Contractor 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 % or as applicable 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 EDLI & administrative charges etc.

The Contractor must submit a statement in duplicate to HR Department 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.

The CONTRACTOR having PF code other than Bathinda should obtain PF sub code at Bathinda for the purpose of compliance in respect of deposit of Employer and Employee contributions of workers engaged by the CONTRACTOR for execution of their contract work in NFL, Bathinda.

**Provident Fund Number:**

- i) Contractor should have his own PF Account Number and shall be responsible to deposit the PF contribution in respect of workmen engaged by him.
- ii) 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.
- iii) Contractor shall submit Annual Return in respect of all the workmen engaged by them with concerned RPF authorities with copy to HR Department.
- iv) 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 Department and HR Department.
- v) 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.
- vi) Employees Provident Fund Organization (EPFO) has launched online receipt of Electronic Challan cum Return (ECR). Contractor(s) are required to be registered and create their user ID and password and can upload the Electronic Return and the uploaded return data will be displayed through a digitally signed copy in PDF format. It will be available for printing also. The contractor(s) may choose to make the payment through internet banking of SBI or take a print out of the Challan and pay at any designated branch of State Bank of India (SBI). Copy of the said challan is to be submitted to HR Department for issuance of Certificate of Compliance (COC).

#### **1.56.0. EMPLOYEE STATE INSURANCE**

The CONTRACTOR shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the CONTRACT and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.

The contractor shall at all times indemnify the owner against any claim which may be made under the ESI Act 1948 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.

In every case in which by virtue of provision of ESI Act 1948 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, 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) 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 at the rates applicable from time to time. Presently the rates effective from 01-07-2019 is 4% of the monthly wage bill, (Employers Contribution @ 3.25% & Employees Contribution @ 0.75 %), under intimation to HR Department.
- d) It shall be responsibility of the Contractor to ensure Registration within 10 days and issue of ESI cards to the workmen engaged by him, for availing medical facilities by the beneficiaries.
- e) It shall be responsibility of the Contractor to submit ESI Return to the statutory authorities under intimation to HR Department.
- f) 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.

#### **1.57.0. PAYMENT OF MINIMUM WAGES:**

The Contractor shall be required to pay minimum rates of wages to his contract workers as fixed and revised by the Appropriate Authority i.e. Central Government/State Government as applicable from time to time under the Minimum Wages Act, 1948. **The wages of the workers are to be paid by the contractor in accordance with the rates of wages as notified by Central Govt./State Govt. whichever is higher from time to time.**

The Contractor shall pay wages, within the stipulated period, to the persons employed by him under the Contract, wages at rates not less than the stipulated minimum wages in accordance with the notification issued by Appropriate Government from time to time with respect to the work performed/ rendered, without any distinction of caste/ creed/ religion/ gender and also ensure to deduct and deposit the applicable contributions - employee as well as employer w.r.t EPF, ESI, and other applicable contributions with the concerned Authorities/ department within the due date. Clearance / settlement of RA bills/ payments of the contractor will be subject to submission of documentary evidence w.r.t. the statutory compliances to the satisfaction of the NFL.

#### **1.58.0. WAGES:**

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

The contractor shall pay all the wages only by cheque or by crediting the wages in his/her bank account through NEFT/RTGS.

- 1.59.0.** If at any time, it is noticed or it comes to the knowledge that the payment to the labour 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.

In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then in terms of Section 21 (4) of CLRA Act, NFL shall make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor. Besides, 10% of the amount so paid by NFL shall be deducted / recovered towards departmental charges from the bills/amount payable to Contractors.

- 1.60.0.** 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 Contract 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.

**1.61.0.** The contractor shall comply with all Central, State laws and rules relating to the contract. The contractor shall, to the extent he is liable, comply with & give all notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay and indemnify NFL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded.

**1.62.0. 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 online. 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.

**1.63.0.** 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.

**1.64.0. Labour License**

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. The contractor shall obtain Labour Licence from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules,1971 and submit a copy of the same to NFL, Bathinda before start of execution of contract work. The bidder should submit an undertaking under **Annexure-IV.**

**1.65.0.** 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.

**1.66.0.** Contractor shall also indemnify NFL for any loss, damage suffered by NFL due to any default or action or inaction or commission or omission or failure on the part of contractor/ his workers or any person of the contractor's Company.

**1.67.0.** The contractor shall ensure that all formalities / permissions/ licenses required be completing / complying under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement / employment of labourers.

**1.68.0. MSMED ACT:**

Micro & Small Enterprises participating in the tendering process are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012.

In Case bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act 2006, the same is to be confirmed by the party and submit a photocopy (self-certified) of the registration certificate in support thereof under declaration form-II.

Further, works contract are not covered under MSMED Act. Works contract means wherein transfer of property in Goods involved in execution of such contract, i.e., wherein both material and services are involved. (**This is a Works contract**).

**1.69.0. STARTUPS:**

The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the Tender document. The quality and technical parameters are not to be diluted. The exemption from submission of EMD may also be provided to all 'start-up' as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)., For availing the relaxation, bidder is required to submit requisite certificate towards Startups enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.

**Annexure-XI**

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

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_ resident  
of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

- 1) That on \_\_\_\_\_ (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s \_\_\_\_\_ is a sole proprietorship firm.
- 2) That I am the sole proprietor of the firm named as \_\_\_\_\_ situated at \_\_\_\_\_ (full address of firm with pin code).
- 3) That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and NFL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

VERIFICATION

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

DEPONENT

Place \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure-XII**

**PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No.1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
5. "Beneficial owner" for the purpose of above (4) will be as under:
  - i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
7. SUBMISSION OF CERTIFICATE IN BIDS:
- Bidder shall submit a certificate in this regard as **Form-I**. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices|| of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
9. PROVISION FOR \_\_\_\_\_ CONTRACTS, INCLUDING TURNKEY CONTRACTS:  
The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 hereinabove. A Certificate to this regard is to be submitted by bidder is placed at Form-II

**Form-I**

**UNDERTAKING ON LETTERHEAD**

To,  
M/s NATIONAL FERTILIZERS LIMITED

SUB: TENDER NO: NFB/Civil/CW-324 dated 23.02.2024

Dear Sir,

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

(i) Not from such a country [ ]

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**Form-II**

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUBCONTRACTING**

To,

M/s NATIONAL FERTILIZERS LIMITED  
\_\_\_\_\_

SUB: TENDER NO:NFB/Civil/CW-324 dated 23.02.2024

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s \_\_\_\_\_ (Name of Bidder) is:

(i) not from such a country [ ]

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

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

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

We further certify that bidder M/s \_\_\_\_\_ - (Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s \_\_\_\_\_ (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**Annexure XIII**

**Integrity Pact**

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

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

AND

\_\_\_\_\_ hereinafter referred to as “The Bidder/Contractor”

**PREAMBLE**

~~The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_ . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and offairness/transparency in its relations with its Bidder(s) and/or Contractor(s).~~

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

**Section 1—Commitments of the Principal:**

- ~~1.—The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the 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 substantivesuspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.~~

**Section 2—Commitments of the Bidder(s)/Contractor(s)**

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

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

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 TI'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)/Subcontractors(s)**

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

#### **Section 8 : Independent External Monitor/Monitors**

- ~~1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.~~
- ~~2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. Hereports 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~~

Name of the Work: Providing and Laying APP membrane water proofing treatment over Parabolic roof of Silo and other Buildings in Factory areas

~~to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.~~

~~9. The word "Monitor" word include both singular and plural.~~

### **Section 9 : Pact Duration**

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

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

### **Section 10 : Other Provisions**

~~This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.~~

~~Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.~~

~~If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.~~

~~Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.~~

(For & on behalf of the Principal) \_\_\_\_\_  
(Office Seal)

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1 : \_\_\_\_\_  
(Name & Address)

Witness 1 : \_\_\_\_\_  
(Name & Address)

Witness 2 : \_\_\_\_\_  
(Name & Address)

Witness 2 : \_\_\_\_\_  
(Name & Address)

**ANNEXURE-XIV**

**PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT  
(On Stamp Paper issued in the Name of the Bank)**

Guarantee No..... Dated.....

In consideration of the National Fertilizers Limited, a Company incorporated under the Indian Companies Act and having its registered office at SCOPE Complex, Core-III, Institutional Area, Lodhi Road, New Delhi 110 003 (hereinafter called "NFL ") having agreed to advance a sum of Rs.....(Rupees..... only) to M/s.....(Hereinafter called "CONTRACTOR") as.....% advance against WORK ORDER No..... Dated..... for Rs..... (Rupees..... only). We, .....(Bank), having its registered office at .....(Hereinafter referred to as the "BANK") do hereby undertake to pay immediately on demand by NFL an amount not exceeding Rs.....(Rupees..... only) [i.e. Rs..... as Principal Amount and Rs..... as Interest for ..... Months]. NFL can demand, against this Bank Guarantee, only an amount equivalent to an amount not adjusted by NFL against the supplies by the contractor as per the WORK ORDER.

1. Bank do hereby undertake to pay the amounts due and payable under this guarantee without any protest or demur immediately on a demand by NFL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable and the Bank will make the payment immediately without referring to CONTRACTOR.
2. The Bank further agrees that the guarantee herein contained shall remain or shall be released to the CONTRACTOR when the deliveries are completed or advance made towards works are fully adjusted bill of deliveries with earlier certification by NFL.
3. We .....(Bank) further agree with the NFL that NFL shall have the fullest liberty without the Bank's consent and without effecting in any manner or obligations hereunder to vary any of the terms and conditions of the Work Order or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NFL against the Contractor and to forebear or enforce any of the terms and conditions relating to the Work Order No..... dated..... and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the Contractor or for any forbearance, act or omission on the part of NFL or any indulgence by the NFL to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving Bank.
4. We .....(Bank) further agree that it shall not revoke this guarantee during its currency of Guarantee except with the previous consent of NFL in writing.
5. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL.
6. We .....(Bank) agree to extend the validity of the guarantee for the period(s) as asked for by M/s .....

7. Notwithstanding anything contained herein before, our total liability under this guarantee is restricted to Rs..... (Rupees.....only) and shall remain in force until..... unless a demand or claim to enforce a claim under this guarantee is made against us in writing on or before the date i.e..... all rights of NFL, under this guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities hereunder.

Dated:..... Bank.....  
(Corporate Seal of Bank)

**ANNEXURE- XV**

**SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT  
(To be prepared on Stamp paper issued in the name of Bank)**

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expressions shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core -III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi -110003, India (Hereinafter referred to as "Owner" ) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between National Fertilizers Limited and \_\_\_\_\_ a Company incorporated in \_\_\_\_\_ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of \_\_\_\_\_ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs. \_\_\_\_\_.

CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

The decision of the Owner as to whether the terms and conditions of this Security Deposit- cum-Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. \_\_\_\_\_.

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum- Performance Bank Guarantee shall become null and void.



3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum- Performance Bank Guarantee will remain in force initially upto \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL (owner).
8. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated this \_\_ day of 2024

(Indicate the name of the Bank with stamp)

**ANNEXURE- XVI**

**BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD**

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

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

5. We Bank, \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated \_\_\_ day of \_\_\_\_\_ 2023

Corporate Seal for Bank

**ANNEXURE-XVII**

**PERFORMANCE BANK GUARANTEE FORMAT  
(To be prepared on Stamp paper issued in the name of Bank)**

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called Bank) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core -III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and \_\_\_\_\_ a company incorporated in \_\_\_\_\_ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of \_\_\_\_\_ as envisaged in the Contract. Contractor has to submit a Performance Bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

CONTRACTOR accordingly agrees to furnish the Performance Bank Guarantee as hereinafter contained towards fulfilment of all of its obligations under the contract.

Now this Deed witness as follows:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Performance Bank Guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. This Performance Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning/ Erection/Completion certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Performance Bank Guarantee shall become null and void.

3. This Performance Bank Guarantee shall be in addition to and shall not be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Performance Bank Guarantee will remain in force initially upto \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL (Owner)
7. The Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
8. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 202

(Indicate the name of the Bank with stamp)

**Annexure-XVIII**

**Proforma for Indemnity Bond**

THIS DEED OF INDEMNITY made between M/s.....having its registered office at \_\_\_\_\_ and place of business at..... The Contractor, which expression shall include its successor and assigns of the one part and M/s National Fertilizers Limited, a company incorporated under the Indian Companies Act and having its registered Office at SCOPE Complex, Core-III, Institutional Area, Lodhi Road, New Delhi (herein under called 'the owner') which expression shall include its successors and assigns of the other part.

WHEREAS the Owner has placed a work Order No.....on the Contractor \_\_\_\_\_ and whereas one of the conditions of the said Contract, is that the owner will supply to the contractor free issue Material for \_\_\_\_\_ as specified in the said Contract for the purpose of .....and WHEREAS the Owner has agreed to send the said Free issue Material in the terms of the said Contract upon the terms that the Contractor should enter into covenants hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the promises the Contractor hereby permits and acknowledges that the Contractor holds and shall always hold the said Free Issue Materials (which will from time to time be sent by the Owner to the Contractor) under the said contract, in trust for to the order of and on account of the Owner.
2. The Contractor hereby assume full responsibilities for the said Free Issue Materials shall keep the said Free Issue Materials free of charge to the Owner in the safe place and in good condition.
3. The Contractor hereby agrees to indemnify and keep the Owner indemnified at all times hereafter against all claims, demands, proceedings, losses, damages, costs charges and expenses which may be or brought against the owner of which the owner may suffer or incur by reason of any loss or damage to the Contractor or its employees caused by the default or negligence of the Contractor or its employees or agent and/or by reasons of breach by the Contractor or its covenants obtained in clause 1 and/or clause 2 hereof.
4. The Contractor hereby admits that the owner shall have a first lien or charge for any amount due to the Owner from the Contractor hereunder on any amount which may be due from the Owner to the Contractor under the said contract.
5. The said contract shall constitute and form an integral part of these presents provided that nothing herein contained shall effect the right of the Owner under the said contract.

6. NOTWITHSTANDING anything stated herein above, Contractor's Liabilities under this Guarantee are restricted to Rs.....(Rs.....only) and it will remain in force till.....unless an action to enforce claim under the guarantee is filed against Contractor before the aforesaid date all owner's rights under the said guarantee shall be forfeited and Contractor shall be relieved and discharged from all the liabilities there under.

Date.....

## ANNEXURE XIX

### E-Tendering Guidelines

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

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

#### 2). Tender search

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

#### 3). Preparation of bids

- ~~1. Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.~~
- ~~2. File and Folder name should not contain any special characters (&, #, etc) or space in between.~~
- ~~3. Download the tender document, NIT, BOQ of the required tender in that folder.~~
- ~~4. Scan the EMD fee instruments/ Tender fee instruments for offline payments if any.~~
- ~~5. In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.~~
- ~~6. Scan and keep ready Pre-qualification documents like life certificates, PAN etc if any~~
- ~~7. Prepare the technical bid document and then convert into PDF~~
- ~~8. Prepare the BOQ i.e. fill up required figures in the downloaded XLS document. The BOQ file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.~~
- ~~9. Keep all the documents in the same folder for the easy bid document upload~~
- ~~10. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications with the TIA, the bid no can be used as a reference.~~

#### **4). Submission of bids**

- ~~1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.~~
- ~~2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.~~
- ~~3) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be Posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.~~
- ~~4) If a standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.~~



- ~~5) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.~~
- ~~6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.~~
- ~~7) Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.~~
- ~~8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.~~

#### **5) Password maintenance**

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

#### **6). About DSC**

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

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

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

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

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

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

**9). System requirements**

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

**10). Assistance to Bidders**

- (i) ~~Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.~~
- (ii) ~~Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.~~
- (iii) ~~All the vendors participating in the online e tendering have to abide by the process involved in the entire workflow of the e tendering.~~
- (iv) ~~NFL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.~~

- (v) ~~For submitting price bid through e Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.~~
- (vi) ~~It is mandatory for the vendors to use the digital certificate in all their bidding Process.~~
- (vii) ~~It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.~~

## Annexure-XX

### CONTRACT AGREEMENT

THIS CONTRACT made -----on this----- day of-----2024 at----- (Place) BETWEEN NATIONAL FERTILIZERS LIMITED (NFL), a Public Sector Undertaking (PSU) under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and its Unit/ Office at \_\_\_\_\_ (herein after referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the one Part.

AND

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

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

NOW THEREFORE THIS CONTRACT WITNESSTH AS FOLLOWS:

#### ARTICLE – I

##### 1 CONTRACT DOCUMENTS

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

- This Contract
- Tender Document/NIT
- Work Order No. \_\_\_\_\_ dated \_\_\_\_\_
- Letter of Intent / Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_
- Contractor Quotation/bid dated \_\_\_\_\_.
- Owner's Tender Document/ NIT No. \_\_\_\_\_ dated \_\_\_\_\_

- g. Amendment/ Addendum/ Corrigendum dated \_\_\_\_\_(If any) to Tender Document/NIT.
- h. Owner's Letter/email dated \_\_\_\_\_ (If any).
- i. Contractor's Letter/email dated \_\_\_\_\_ (If any).

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

## ARTICLE -2

### 2) SCOPE OF WORK

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

## ARTICLE-3

### 3) TERM

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

## ARTICLE-4

### 4) TERMINATION OF CONTRACT

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

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

-Abandons the work

Or

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

Or

-Persistently fails to adhere to the agreed program of work

Or

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

Or

-Performance is not satisfactory or work is abnormally delayed

Or

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

Or

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

4.2. Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner. Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

#### 4.3. CONSEQUENCES OF TERMINATION

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

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

#### ARTICLE-5

##### 5.1. FORCE MAJEURE CLAUSE (FMC)

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

avoidor remove such causes of non- performance if possible and shall continueperformance hereunder with the utmost dispatch whenever such causes areremoved.

If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90( Ninety)days, either party may at its option terminate the contract by giving notice to theother party.

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

#### ARTICLE-6

##### 6.1. INDEMNITY BY CONTRACTOR

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

#### ARTICLE-7

##### 7.1. ENTIRE CONTRACT

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

#### ARTICLE-8

##### 8. NOTICE

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

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

#### ARTICLE-9

##### 9.0 WAIVER

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

#### ARTICLE-10

##### 10.0 NON-ASSIGNABILITY

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

#### ARTICLE-11

##### 11.1. DISPUTE RESOLUTION

For Indian Parties

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

A written notice shall be given by the contractor invoking arbitration to NationalFertilizers Limited through Designated Authority(as mentioned in General Terms andConditions).

Where the claim including determination of interest, if any, being claimed upto thedate of commencement of arbitration does not exceed Rs. Five crore, the referenceshall be made to a sole arbitrator. The parties shall mutually agree on the name ofsole 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 ofArbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed, upto thedate of commencement of arbitration exceeds Rs. Five crore, the reference shall bemade to arbitral tribunal consisting of three arbitrators. Each party shall nominateone arbitrator each within 30 days from the date of receipt of notice of invocation ofarbitration and two nominated arbitrators shall appoint the presiding arbitrator within30 days thereafter. If a Party to the dispute refuses or neglects to nominate anarbitrator on its behalf within the period specified, or the two arbitrators fails tonominate Presiding arbitrator, appointment of Arbitrator(s) shall be done inaccordance 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 rulesmade thereunder.

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

**The seat and venue of arbitration shall be at Bathinda.**

The cost of the proceedings shall be equally borne by the parties, unless otherwisedirected by the arbitral tribunal. The decision of the arbitral tribunal shall be final andbinding on all parties.”



### 11.2. For Foreign Parties

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

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

The language of the arbitration shall be English.

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

### 11.3. For CPSEs and Government Department

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

### ARTICLE-12

#### 1) JURISDICTION

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

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

SIGNED & DELIVERED

SIGNED & DELIVERED

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

For and on behalf of  
contractor  
(With Rubber Stamp)

Date:

Date:

Place:

Place:

In the Presence of:

In the Presence of:

Witness

Witness

1. \_\_\_\_\_ 1.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

2.  
Signature \_\_\_\_\_  
Name of Signatory \_\_\_\_\_  
Address \_\_\_\_\_

2.  
Signature \_\_\_\_\_  
Name of Signatory \_\_\_\_\_  
Address \_\_\_\_\_

### Annexure-XXI

**On expiry of the contract, following CERTIFICATES will be submitted by me on letterhead along with final bill**

It is certified that:

- a) "I/We have made all payments towards wages as defined under the Payment of Wages Act, 1936 and the Contract Labour (Regulation & Abolition) Act, 1970 in respect of manpower engaged/employed for the execution of work awarded by NFL Bathinda vide work order No. \_\_\_\_\_ dated \_\_\_\_\_
- b) "I/We have deposited ESI and PF Contribution in respect of all the workers engaged by me/us and as mentioned / shown in the Attendance Register Sheets/wage Payment Register sheets for execution of the above work.
- c) In case any dispute arises on account of the above referred work order, we undertake to discharge our statutory obligations under various Labour laws, if any and hereby indemnify M/s National Fertilizers Ltd, from any such responsibilities/payments"

**Annexure-XXII**

**NO CLAIM CERTIFICATE**

Sub: Contract Agreement no. .... dated..... for the Work of .....

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

Yours faithfully,  
Signatures of contractor or officer authorised to sign the  
contract documents on behalf of the contractor

(Company stamp)

Date: .....

Place: .....

**ANNEXURE-XXIII**

**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**

**Authorized signatory of CISF**

**ANNEXURE-XXIV**

**Special terms and conditions, Technical Terms and Scope of work**

**1. ESCALATION :**

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.

2. Party should confirm that whether it is registered under regular GST scheme or composition scheme. In case any party, out of technically eligible parties, is registered under composition GST scheme of GST then L-1 status shall be evaluated by comparing GST inclusive rates quoted by composite dealer with basic rates quoted by regular dealer (registered under GST) to bring the bidders at par on cost to company basis.

3. The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies and GST. The Total Contract Value shall be inclusive of all applicable taxes, duties, levies and GST

**4. Scheduled time period of completion**

The entire job including material supply is to be completed within 04 (four) Months from the date of start of work, which shall be reckoned from 10th day of issue of 'LOI/Work order'.

5. Security Deposit shall be calculated on the contract value/ work order value excluding GST.

## **TECHNICAL TERMS AND SCOPE OF WORK**

### 1) **SPECIFICATIONS:**

- a) The specification for workmanship shall be as described in the Central Public Works Department latest “specifications” including amendments, unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract.
- b) The CPWD specifications shall take precedence over the provisions in the Bureau of Indian Standards (BIS) specifications/Indian Road Congress (IRC). Wherever CPWD specifications are silent, the relevant BIS/IRC specifications shall be referred.
- c) In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.
- d) Where the specifications are not available in the aforesaid BIS Specifications, those described in the product information Sheets of the manufacturers / formulators of the product shall be applicable.

### 2) **SCOPE OF SUPPLY OF MATERIALS BY NFL.**

**No material shall be issued by the NFL for this work. The Parties shall quote their rates inclusive of cost of Cement, TMT and all items etc. in the respective items. Cement shall be arranged by the parties from open market of OPC grade 43 at their own cost. All material supply is in the scope of contractor.**

### 3) **SCOPE OF WORK**

- 3.1 The scope of work includes for providing Polymer Modified Bituminous Membrane (APP) waterproofing treatment over roofs made of RCC shell (Parabolic) roof of Urea silo is concrete parabolic structure (Length of silo is 180M Approximate with 04 numbers expansion joints along the parabolic structure. The linear length of the parabola is 65M Approximate) / other buildings as described in the SOQ / Technical Specifications, at NFL, Bathinda. The Contractor will be required to execute the work under this contract on the basis of the requirements at NFL Bathinda unit at all heights and depths as per the requirements/directions of Engineer-in-Charge. No extra claim (except as mentioned in SOQ) shall be paid for doing jobs at different locations. The bidder after receipt of the enquiry document may visit the site, collect information and satisfy himself about the location, local conditions, accessibility of site, nature/extent/character of work and obtain required clarification, if any, in connection with the execution of the work from the Owner.
- 3.2 Supplying of polymer modified bituminous water proofing membrane, manufactured by M/s Tiki Dan / M/s Bitunil / M/s Sika / Dr Fixit / M/s Supreme Bituchem / M/s IWL / M/s General Membrane Co / M/s Bitumat/ M/s.Forsoc/ M/s. STP Ltd. and laying the same as per manufacturer’s recommendations.
- 3.3 Material manufactured by other than any of above specified companies shall be rejected. Manufacture’s test certificates shall be furnished for materials supplied by the contractor.
- 3.4 The owner may at its discretion get the materials tested to ascertain their conformity with the required specifications at Contractor’ cost.
- 3.5 Cleaning of roof surface including dismantling / removing the existing damaged water proofing treatment consisting of bituminous tar felt by scrapping / scratching and cleaning the surfaces and removal of all loose particles and disposal of the same in disposal yards within factory area and preparing the surfaces to the requirements of new treatment. Laying of APP modified prefabricated five layer 3 mm thick water proofing membrane as per manufacturers recommendations and shall meet specification as per SOQ. APP modified prefabricated shall be extended up to 200 mm over parapet wall by making grooves and same shall be sealed

- with bitumen's properly. Overlaps of water proofing membrane shall be 100 mm at longitudinal edges and 150 mm at the ends of each strip including installing / laying / fixing with the surfaces of Silo/other roof by thermo fusion by gas torch. Proper sealing of overlaps shall be done by thermo fusion & hot trowelling, as per the recommendations of manufacturer and / or as per directions of Engineer-In-Charge.
- 3.6 Suitable arrangements such as scaffolding / staging shall have to be made by the contractor at his own cost for water proofing treatment on flat surface of the plant buildings and other areas wherever required. All required Personnel Protective Equipments (PPE) shall also be arranged by the contractor at his own cost within the quoted / finally agreed rates as per work order to carry out the water proofing treatment in safe working conditions.
- 3.7 Repair of the roof surfaces found damaged after removal of the existing tar felt, with cement concrete 1:2:4 (1 Cement : 2 Coarse Sand: 4 Stone Aggregates) or cement mortar 1:3 (1 Cement : 3 Coarse Sand) as per the instructions of Engineer – in - charge and curing the same. Cement shall be issued free of cost by NFL from it's stores as defined in the commercial terms and conditions.
- 3.8 The contractor will have to keep one Engineer / Supervisor with proper power of attorney / Authority letter in plant area for supervising the work, taking instructions from Engineer-In-Charge, and getting the materials issued from Main Stores etc.
- 3.9 The quoted rates of the agency shall be deemed to include the above provisions.
- 3.10 Dismantled materials shall be disposed as per directions of Engineer-In-Charge to the dumping yards as per direction of EIC. Nothing shall be paid extra on this account.
- 3.11 For executing the works in Factory area, safety work permits will be issued for doing the jobs, without any safety work permit duly issued by NFL, work will not be allowed to be carried out.
- 3.12 For doing the work in plant area the workers, supervisors, Engineers are allowed to come in the plant area with proper gate passes. NFL will issue necessary gate passes to such persons for whom the request will have to be made by the contractor. NFL will not be responsible for late entry of the persons through the gate due to the absence of gate passes.
- 3.13 All consumable, non-consumable materials to be brought inside plant areas are to be shown to the Engineer-In-Charge and letter in this regard to be got forwarded for entry on the CISF gates & got to be entered in the register being maintained by security personnel at the factory's Main Gate.

#### 4) **DEFECT LIABILITY PERIOD :**

The defect liability period for this work shall be **Two Years (24 Months)** from the certified date of completion of the work.

#### 5) **ACCEPTANCE OF TENDER**

National Fertilizers Limited reserves it's right to accept/reject the lowest or any other tender or accept the whole or any part of the tender, without assigning any reason thereof and the tenderer shall be bound to perform / execute the work at his quoted / finally agreed rates as per work order.

#### 6) **STORAGE INSURANCE OF MATERIALS AT SITE**

Storage insurance of materials at Site to be supplied under this contract, shall be the contractor's responsibility. Any deterioration or damage to the material during storage under Contactor's custody shall be at his cost. Receipt of material at site and the safe storage from the date of arrival of the material at site to the date of completion shall be Contactor's responsibility. For storage, open space will be provided near the work site. A copy of the Storage insurance policy will be submitted to NFL. Premium for the Policy shall be borne by the contractor.