

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

विद्युत विभाग

Ref. No. NFB/E-362/ARC/2024-25

Dated: 26.02.2024

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

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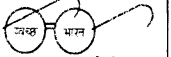
NOTE:

- 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.



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एन एफ एल

NFL

Ref. No. NFB/E-362/ARC/2024-25

Dated: 26.02.2024

the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

NOTICE INVITING TENDER

E-Tenders are invited from experienced and financially sound contractors in "Two Part Bid System" for the work of "Miscellaneous Electricals jobs on ARC basis in factory and Township at NFL Bathinda" as per following:

Sr. No	NTT No.	Tender Fee (Non-Refundable)	EMD	Overall Time of Completion	Estimated Cost of work	Last date & time for		
						Issue of Tender documents	Submission of sealed tenders	Opening of Tenders(Technical Bids)
1.	NFB/E-362/ARC/2024-25 . Dated 26.02.2024	₹1000.00 (₹ One thousand only)	₹ 100000.00 (₹ One Lakh only)	12 months	₹ 249.92 Lakhs plus GST as applicable	Up to 1000 Hrs. on 28.03.2024	Up to 1030 hrs. On 28.03.2024	At 1030 hrs. on 29.03.2024

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 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

21/02/24 26-02-24
राजेन्द्र कुमार (भार के कुमावत) 2024
उप महाप्रबन्धक (विद्युत विभाग) (न. ए. एल.)
एन. एफ. एल., बठिण्डा

ANNEXURE-I

COVERING LETTER OF NIT &
SPECIAL INSTRUCTIONS TO TENDERER FOR E-TENDERING

Ref. No.: NIT No. NFB/E-362/ARC/2024-25, Dated: 26.02.2024.

Subject: E-Tender for “Miscellaneous Electricals jobs on ARC basis in factory and Township at NFL Bathinda.”

Dear Sir,

NATIONAL FERTILIZERS LIMITED (NFL), BATHINDA, a Govt. of India Undertaking referred to herein as the Owner intends to enter into works contract “Miscellaneous Electricals jobs on ARC basis in factory and Township at NFL Bathinda” to its Plant located at BATHINDA (Punjab). You are invited to submit the Tenders for the said work as per detail hereunder through **e-Tendering**.

1) **a) Tender Schedule:** as per schedule given below

(b) Estimated value of work: ₹ 249.92 lakhs plus GST as applicable

2) **Methodology:** The activity defined for tenderer are Download of Tender document, Bids Preparation and Encryption, Re-encryption of Online bid, uploading of the bids.

i. The tendering shall be made through e-tendering process.

ii. The offers/bids in this process are required to be submitted electronically on the web site <https://www.etenders.gov.in>, www.eprocure.gov.in

iii. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.

iv. All tenders should be submitted online digitally signed and sealed by using digital certificate before the due date & time as per the schedule. This may however be done by tenderer from their office or from place of their choice.

v. Tenderer are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and conditions, etc. as given in tender documents.

vi. No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.

vii. All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority e.g. DGM (I&E) at least 7 (SEVEN) days prior to the closing date of the tender.

3) **Deposition of Earnest Money (EMD) and Tender Fee:** Earnest deposit of **Rs. 100000.00/(Rupees One Lakh only) and Rs. 1000.00/(Rupees One thousand only)** as Tender Fees are to be deposited by A/C Payees Demand **Draft / banker’s Cheque / E-transfer**, 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. DD payable at locations other than Bathinda will not be accepted.

a) Tenderer is required to **enter the DD no. and other related details online.**

b) A/C Payees **Demand Draft / bankers Cheque / E-transfer details in sealed envelope** super-scribed with **“Earnest Money and Tender Fee for “Miscellaneous Electricals jobs on ARC basis in factory and Township at NFL Bathinda ”** shall reach us at the address of communication to NFL, before the techno-commercial bid opening (as per tender schedule) though. In case tenderer fails to do so, the offer is liable to be rejected and may not be opened.

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- c) NFL takes no responsibility for delay, loss or non-receipt of tender fee or EMD sent by post/courier.
- d) Earnest Money deposit of the unsuccessful tenderer will be returned as early as possible after finalization of the tender.
- e) Earnest Money Deposit will not carry any interest.
- 4) **Tender Opening:** The tenders will be opened electronically by NFL from Bathinda office.
- 5) **Price Bid Opening:** Price bid of all the tenderer who are meeting Eligibility Criteria and techno-commercially acceptable shall be opened electronically. The tenderer shall quote the rates in the UNITS given in the **Schedule of Rates**, inclusive of all the duties, taxes, levies on works contracts, etc. but excluding GST. GST, as applicable, for the work under the present contract shall be reimbursed by NFL after submission of documentary evidence, GST rate and amount must be shown.
- 6) Further NFL reserves its right to open the Price bids of only such contractors who have submitted the documents as per our NIT. National Fertilizers Ltd further reserves it's right to reject any or all tenders without assigning any reason whatsoever and also are not bound to accept the lowest tender.
- 7) Tender / bids shall be evaluated on **overall lowest basis**. National Fertilizers Limited reserves the right to negotiate with the lowest tenderer, at Bathinda office and shall give prior intimation to such tenderer.
- 8) **National Fertilizers Limited** also reserves it's right to award the complete contract to lowest tenderer or can split up the contract between two tenderer without assigning any reason thereof.
- 9) Tender shall liable for rejection if acceptance and non-submission of the documents mentioned here below from (A) to (D) are not made by the tenderer. Tenderer along with NIT. Tenderer has to upload the hard copies of all these documents.
- (A) Declaration Forms I , II & III (Performa at Annexure-II,III, IV& V)
- (B) An Affidavit on Non-Judicial Stamp paper of appropriate value duly attested by Notary (Ann VI),
- (C) An Affidavit on Non-Judicial Stamp paper of appropriate value duly attested by Notary in original regarding status/style of business entity (Annexure XI).
- (D) Notarized / Certified copy of power attorney on Non-judicial stamp paper of appropriate value duly attested by notary / Magistrate in case of sole proprietor / Partnership Firm or Power of Attorney/Authorisation (backed by board resolution) in case of a company in favour of a person who has signed the tender documents on behalf of tenderer.
- 10) Bidders shall make sure that all the uploaded documents are signed by authorised signatory of the company, and submit the same in original by registered post at the following address:

The Deputy General Manager (I&E)
National Fertilizers Limited
Sibian Road, Bathinda – 151003

11) **Instructions for e-tendering:**

NATIONAL FERTILIZERS LIMITED (NFL), BATHINDA, a Govt. of India Undertaking referred to herein as the Owner intends to enter into **Works** contract “Miscellaneous Electricals jobs on ARC basis in factory and Township at NFL Bathinda” to its Plant located at BATHINDA (Punjab). You are invited to

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submit the Techno-commercial proposal and Price proposal for the said contract through e-Tendering. Methodology for submission of proposal has been detailed here under in this document.

1. The tendering shall be made through e-tendering process. The offers in this process are required to be submitted electronically in place of offers in 'hard copy under sealed envelope' as being done conventionally.
2. The system requirements to participate in the e-tendering are as under:
 - a) Pre-Requisites for System using e-Procurement sites:
 - Windows 7, 8, 10 professional
 - A computer system with at least 1 GB RAM and Internet Connectivity.
 - Internet Explorer 11.0 and above.
 - Internet Connectivity with at least 2Mbps speed.
 - Java Run Time Engine (JRE -1.8.0) or higher.
 - Microsoft Office 2003 with MS Word and MS Excel.
 - Adobe Acrobat Reader, PKI Installation Driver for Digital Signature.
 - b) Pre-Requisites for DSC Registration:
 - The Vendor becomes a valid vendor only after the registration of DSC.
 - Vendors need to possess a valid DSC for participating in e-Tendering (Class 3 DSC)
 - Vendors need to procure DSC 24 hours prior to DSC registration.
 - Respective DSC drivers need to be installed.
 - DSC needs to be physically inserted into the system.
 - DSC should appear in the browser.
 - DSC of the vendor will be mapped with their User ID once they login for the first time.
 - c) Pre-Requisites for Login Credentials:
 - Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
 - Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

S. No.	Support For	Support Contact no	Contact No.	E-mail
1	E-tendering Support	Help Desk	+91-120-4200462, +91-120-4001002, +91-120-4001005, +91-120-6277787	support-eproc@nic.in;

M/s. National Fertilizers Ltd., Bathinda	
Name:-R K Kumawat	Name:- Bharat Dhankani
Designation:- DGM (I&E)	Designation: - AM (Elect.)
National Fertilizers Limited	National Fertilizers Limited
Sibian Road, Bathinda	Sibian Road, Bathinda
Phone.: +91 9417402985	Phone.: +91 9837834594
E-mail: rkumawat@nfl.co.in	E-mail: bharat.dhankani@nfl.co.in

12) SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED:

NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality.

1.	Tender is prepared and released but tenderer are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by NFL.	The due date of opening shall be extended suitably.

13) TIME SCHEDULE:

The offer shall be submitted, electronically as per following schedule.

Sr. N.	Tender Stage	Date & Time
1	Document Download Start Date & Time	26.02.2024 from 1000 hrs
2	Document Download End Date & Time	28.03.2024 to 1000 hrs
3	Last Date & Time of Online Bid Submission	28.03.2024 up to 1030 hrs
4	Date and Time of Techno-Commercial Bid Opening	29.03.2024 at 1030 hrs
5	Price Bid Opening	Price bids of only Techno-commercially acceptable bidders shall be opened

Note: After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended / amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is pre poned /amended.

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

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) Incomplete Tenders or Tenders not accompanied with the required details / Tender fee/ EMD would be liable to be rejected without any further reference whatsoever.

17) Submission of Tenders:

- i. No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
- ii. 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

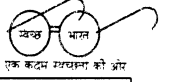
18) This letter shall form part of the contract document and shall be signed and submitted along with the tender documents.

- 19) All pages shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
- 20) No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the party has mentioned any condition or deviation in offers shall be out rightly rejected.
- 21) 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.
- 22) While submitting the offer, bidders may ensure that tender documents /offer has been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 23) 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.
- 24) In case, due to some unforeseen circumstances, the date of opening of the tender happens to be a holiday / closed day, the tender will be received / opened on the next working day.
- 25) Not more than one tender shall be submitted by a contractor or by a firm of contractors. 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.
- 26) The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL Bathinda Unit and have a good character.
- 27) The contractor shall not appoint any sub company / agency to carry out any obligation under the contract. If at any time such a discrepancy is detected the contract shall stand terminated without any notice and the security deposit shall be forfeited.
- 28) The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 **shall not be applicable on Works Contract** means wherein transfer of property in Goods involved in execution of such contracts, i.e., wherein both material and services are involved.

This contract is a Work contract.

- 29) 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.
- 30) 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.
- 31) 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.
- 32) 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.
- 33) Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
- 34) "Bidder shall not be affiliated with a firm or entity:
a) That has provided consulting services related to the work to the NFL during the preparatory stages of the work or of the project of which the works/services forms a part of.
OR
That has been hired (proposed to be hired) by the NFL as an Engineer/ Consultant for the contract."
- 35) 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.
- 36) 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) in favour 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."
- 37) 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.
- 38) 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 there under."
- 39) The tenderer as a token of acceptance of NIT terms and conditions shall sign all pages of NIT and Annexures.
- 40) 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



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NFL

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- 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

- 41) 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.
- 42) 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.

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

21/02/24
(आर के कुमावत)
उप महाप्रबंधक (उपकरण एवं विद्युत)
उप महा प्रबंधक (उपकरण एवं विद्युत), बठिंडा

Encl:-

- 1. Annexure I to Annexure XXIVA
- 2. Schedule of Quantities (Annexure XXV)

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ANNEXURE -II

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

Ref. No.

Dated.

To,

DGM (I&E)
National Fertilizers Ltd.
Bathinda

Subject: Tender No. NFB/E-362/ARC/2024-25, Dated: 26.02.2024

Name of the Contract: Miscellaneous Electricals jobs on ARC basis in factory and Township at NFL Bathinda.

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 “**Miscellaneous Electricals jobs on ARC basis in factory and Township at NFL Bathinda**” 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: _____

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ANNEXURE- III

**(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			
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.	YES / NO(If Yes, give the following details)		
		Name & Design. of the Employee	Place of Posting	Relation with the Employee
2	<u>P.F. Registration No.</u> of the firm / company to be indicated along with Documentary proof thereof.			
3	<u>PAN No.</u> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentary Proof thereof.			
4	<u>GST Registration No.</u> of the firm / company issued by GST authorities along with Documentary Proof thereof.			
4a	Whether registered under composition scheme	Yes/No		
5	<u>ESI Registration No.</u> issued by ESI Authorities along with documentary proof thereof.			
6	<u>MSME Registration</u> If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006. (This contract is a work contract)	<p align="center">Yes / No (If Yes, a Self certified copy of registration certificate to be submitted) (Not applicable on work contract)</p>		
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8	Name of the Firm			
9	Address of the Firm			
10	<u>Contact Details:</u> b) Name of the Person: c) Mobile number / Landline Number d) Email	<u>Contact Details:</u> 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: _____

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

विद्युत विभाग

Ref. No. NFB/E-362/ARC/2024-25

Dated: 26.02.2024

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

Dated: _____

ANNEXURE- IV

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

To,

DGM (I&E)
National Fertilizers Ltd.
Bathinda

Subject: Tender No. NFB/E-362/ARC/2024-25, Dated: 26.02.2024

Name of the Contract: Miscellaneous Electricals jobs on ARC basis in factory and Township at NFL Bathinda.

Dear Sir,

1	<u>UNDERTAKING</u> 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 a) of the NIT.
2	<u>ACCEPTANCE OF TENDER CONDITIONS</u> 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.
3	<u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u> With reference to your NIT No. NFB/E-362/ARC/2024-25, Dated: 26.02.2024 and the tender documents displayed on your web site, we hereby submit our tender for the subject work. Since we have not purchased the tender document from your office and the tender documents have been down-loaded by us from NFL web site, we are hereby enclosing a demand draft No. _____ dated _____ of _____ (Bank) amounting to Rs. _____ (Rupees _____ only) , in favour of National Fertilizers Limited, payable at Bathinda towards the cost of tender documents.

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

विद्युत विभाग

Ref. No. NFB/E-362/ARC/2024-25

Dated: 26.02.2024

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

4	<p><u>Labour License(If applicable)</u></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&A) Act, 1970 & Contract Labour (R&A) Central Rules,1971 and submit a copy of the same to NFL, Bathinda before start of execution of contract work. Accordingly we hereby give undertaking that:</p> <p>“As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of “Miscellaneous Electricals jobs on ARC basis in factory and Township at NFL Bathinda” 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 besides banning 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/Contractor with SEAL

Place: _____

Dated: _____

REGISTRATION OF GST NUMBER

Requirement of GST Number:

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

UNDERTAKING

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

- 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) In case registered under GST Act, confirm whether registered under composition scheme/regular scheme

(Signature & stamp of bidder)

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

विद्युत विभाग

Ref. No. NFB/E-362/ARC/2024-25

Dated: 26.02.2024

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

ANNEXURE- VI

(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/E-362/ARC/2024-25, Dated 26.02.2024** of National Fertilizers Ltd., Bathinda for the work of “**Miscellaneous Electricals jobs on ARC basis in factory and Township at NFL Bathinda**”

S/o Sh. _____ R/o _____ do hereby solemnly affirm and declare as _____ (Proprietor / Partner / Authorized signatory of the firm) on behalf of M/s _____ as under :-

- 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	Bidder should have valid 'A' class Electrical Contractor License issued by Chief Electrical Inspector, Govt of Punjab/any state of India at the time of submission of bids.	A copy of valid 'A' class Electrical Contractor License issued by Chief Electrical Inspector, Govt of Punjab OR from any state of India.
2	<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"> • In case of sole proprietorship, the bidder shall submit affidavit on Non- Judicial stamp paper of appropriate value in original, duly attested by notary regarding status / style of the business entity as per Annexure-XI • Partnership firm shall submit a copy of Partnership Deed attested by notary • Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association • Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA. • Affidavit in original • Power of Attorney/Authorization in favour of a person who has signed the tender documents on behalf of tenderer: <ul style="list-style-type: none"> i) In case of proprietorship firm: Power of Attorney (if documents signed by other than proprietor) & Annexure-XI on Non Judicial Stamp paper attested by Notary. ii) In case of Partnership firm: Power of Attorney on Non- Judicial stamp paper by all the partners attested by Notary. iii) In case of Company: Notarized/Certified copy of Authorization/Power of Attorney (Backed by the resolution of Board of Directors)

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

विद्युत विभाग

Ref. No. NFB/E-362/ARC/2024-25

Dated: 26.02.2024

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

<p align="center">3</p>	<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 & III with self-attested copy of related documents wherever required like</p> <p>i) PAN Card. ii) GST registration certificate iii) P.F Registration No. issued by PF Authorities. iv) ESI Registration No. issued by ESI Authorities, etc</p>
<p align="center">4</p>	<p>The bidder should have successfully completed “Similar Works” with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>Definition of “SIMILAR WORK”</p> <div style="border: 1px solid black; padding: 5px;"> <p>Similar Works Means: Upkeep/Maintenance of Miscellaneous Electrical Equipments in Fertilizer Industry OR Chemical Industry OR Petro-Chemical Industry OR Power Sector OR any Continuous Process Industry.</p> </div>	<p>The bidder shall submit a copy of Purchase/Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following</p> <p>a) Three similar completed works (With performance / completion certificate) each costing not less than ₹ 118 lacs (including GST) for period of one year OR</p> <p>b) Two similar completed works (With performance / completion certificate) each costing not less than ₹ 147 lacs (including GST) for period of one year OR</p> <p>c) One similar completed work (With performance / completion certificate) costing not less than ₹ 236 lacs (including GST) for period of one year.</p> <p>Copies of Work orders in support of the above with full technical scope of work & commercial details including work order value along with the performance/completion certificate from the concerned 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 align="center">5</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 ₹ 88 lacs (Including GST).</p>	<p>Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c for the last three financial years having UDIN issued by CA, ending on 31st March of the previous financial year. (i.e. FY 2020-21, 2021-22 & 2022-23)</p> <p>In case the bidder do not fall under the ambit of statutory audit, and do not have audited annual reports/audited Balance Sheets and Profit & Loss Statements, shall submit a statement certified</p>

	by Statutory Auditor/practicing Chartered Accountant as documentary evidence in support thereof.
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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 0.3×0.2 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

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.
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

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.

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 excluding GST. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.

- 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. except GST.

- a. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under 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. 100000.00** as Earnest Money and **Rs.1000.00** 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:

- a. If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder.
- b. 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.
- c. 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.
- d. In the case of a successful Bidder If the successful bidder fails to furnish Security Deposit /Performance Guarantee in accordance terms of Contract.
- e. 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 participate 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 **4 months (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:

- b) Tenders submitted by Tenderer who resort to canvassing.
- c) Tenders, which do not fulfill any of the conditions, laid down in the Tender documents or are incomplete, in any respect.
- d) 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 **12 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 in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The contractor will be required to obtain prior approval of NFL for rates payable to him for such extra items.
- b) In case, the Contractor fails to do the extra and/or substituted work. NFL will have the option to get the work done through another agency at the Contractors' risk and cost.

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 be 2.5% of the Contract Work Order Value which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the 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 bill along 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 each running bill and the final bill so as to make the total security deposit at 10% of the Contract / Work Order Value. In case work is split between two or more parties, SD shall be submitted based on the value of split order. No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and obtaining "No objection certification" from executive department after expiry of Defect Liability Period.

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

- (i) IFN 760 COV for issuance of bank guarantee
- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.
- (iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

1.24.0. PERIOD OF LIABILITY:

Defect liability period for this works shall be **6 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 got 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 the contractor 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 there of the Engineer-in- charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities not withstanding issue of the completion certificate or payment of the final bill by NFL.

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

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

made within a period applicable as per MSMED 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. Customers Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches),Place of branch, Branch Code(IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.
- 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 stands 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 requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate NFL for the losses suffered at panel rates to be determined by the Engineer-in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

1.28.0. 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.

- Invoice price of gas.
- Rent for each Cylinder per day.
- Department charges.
- 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 **CMD**.

Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

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

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 or 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 there under 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 15th 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 there under 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 there from 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 Authorized 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 1st week of the following month to the executing department for verification and recommendations. After the completion of the entire job including clearance of the site to the entire satisfaction of the Engineer-in-charge, final bill shall be submitted for verifications by Engineer-in charge. In case the contractor fails to submit the bill by the last day of the following month, a penalty @ 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 RPF 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 work contract**).

1.69.0. STARTUP:

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.

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 herein above. 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/E-362/ARC/2024-25, Dated: 26.02.2024

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:

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

विद्युत विभाग

Ref. No. NFB/E-362/ARC/2024-25

Dated: 26.02.2024

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUBCONTRACTING

To,

M/s NATIONAL FERTILIZERS LIMITED

SUB: TENDER NO: NFB/E-362/ARC/2024-25, Dated: 26.02.2024

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) fulfils all requirements in this regard and is eligible to be considered.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Integrity Pact

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

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

AND

_____ hereinafter referred to as “The Bidder/Contractor”

PREAMBLE

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

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

Section 1 – Commitments of the Principal.

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

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

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 TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

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

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

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/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. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.
8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

Section 9 : Pact Duration

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

विद्युत विभाग

Ref. No. NFB/E-362/ARC/2024-25

Dated: 26.02.2024

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

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 2 :
(Name & Address)

Witness 1 :
(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.....

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 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 (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

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

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)

BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD

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

1. We _____ Bank hereinafter referred to as 'The Bank' do hereby undertake to pay to „NFL“ an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us.
2. We _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupess _____ 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 is charged 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 _____ 2024

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 fulfill 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 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 Performance Bank Guarantee will remain in force initially upto _____ months from the effective date of Bank Guarantee

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

विद्युत विभाग

Ref. No. NFB/E-362/ARC/2024-25

Dated: 26.02.2024

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

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 _____ 2024

(Indicate the name of the Bank with stamp)

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 or_____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 ofand 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

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

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: -

- a. This Contract
- b. Tender Document/NIT
- c. Work Order No. _____ dated _____
- d. Letter of Intent / Notification of Award No. _____ dated _____
- e. Contractor Quotation/bid dated _____.
- f. Owner's Tender Document/ NIT No. _____ dated _____
- g. Amendment/ Addendum/ Corrigendum dated _____ (If any) to Tender Document/NIT.
- h. Owner's Letter/email dated _____ (If any).
- i. Contractor's Letter/email dated _____ (If any).

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

ARTICLE –2

2) SCOPE OF WORK

2.1. In consideration of the payment to be made to the Contractor as hereinafter provided, he shall with due care, promptness, accuracy and workmanship execute the work in accordance with approved plans,

Notice Inviting Tender (NIT), Special Conditions of the Contract, General Terms & Conditions of the Contract, Technical Specifications and the Work Order/ Letter of Intent.

ARTICLE-3

3) 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 avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

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

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

ARTICLE-6

6.1. INDEMNITY BY CONTRACTOR

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

ARTICLE-7

7.1. ENTIRE CONTRACT

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

ARTICLE-8

8. NOTICE

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

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

ARTICLE-9

9.0 WAIVER

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

ARTICLE-10

10.0 NON-ASSIGNABILITY

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

ARTICLE-11

11.1. DISPUTE RESOLUTION

For Indian Parties

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

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

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

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

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

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

The seat and venue of arbitration shall be 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.”

11.2. For Foreign Parties

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

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

The language of the arbitration shall be English.

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

11.3. For CPSEs and Government Department

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

ARTICLE-12

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

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

Date:

Place:

In the Presence of:

Witness

1.

Signature _____

Name of Signatory _____

Address _____

2.

Signature _____

Name of Signatory _____

Address _____

SIGNED & DELIVERED

For and on behalf of
contractor
(With Rubber Stamp)

Date:

Place:

In the Presence of:

Witness

1.

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"

NO CLAIM CERTIFICATE

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

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

Yours faithfully,

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

(Company stamp)

Date:

Place:

CISF GATE PASS CLEARANCE

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

Special terms and conditions, Technical Terms and Scope of work

1. Bidder shall submit EMD along with TENDER FEE in Envelope No.1 of the Bid documents.
2. **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 except for any increase in minimum wages as notified by the Govt. of Punjab or Central Govt. whichever is higher.

In case of escalation on-account of hike in minimum wage rate of Un-Skilled worker by Punjab/Central Govt. as applicable; contractor shall absorb 5% increase and the escalation on-account of increase in the minimum wage rate of Un-Skilled worker (beyond 5%) shall be compensated/reimbursed to contractor as per formula indicated below:

(Value of work executed against item (s) Sr. No. 1 to 97.02 & 99.00 to 99.06 of SOQ) x **0.65** x {Applicable Escalated Minimum Wage Rate of Un-Skilled worker – (1.05 x Minimum Wage Rate of Un-Skilled worker as on the date of opening of Technical Bid)}

Minimum Wage Rate of Un-Skilled worker as on the date of opening of Technical Bid

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

In case, minimum wage rate (as on date of opening of technical bid) is revised subsequent to the submission of bid by the tenderer, the un-revised/pre-revised wage rate as on the date of opening of technical bid shall be considered and form the basis for calculation of escalation. In other words, for the purpose of calculation of escalation, the escalated/revised minimum wage rate shall be considered from the date of notification.

3. Pre-bid meeting will be held with respective contractors/vendors so that they can see actual site conditions/labour requirements before submission of tenders. Contractor will visit the site to get information regarding the requirement of manpower, infrastructure of site for said scope of work in NIT. Contractor will give his/her consent regarding site, manpower on their own letter head as per Annexure-XXIVA.

TECHNICAL TERMS

- 1) The tenderer, in general, shall provide Cable tags.
- 2) Clips, saddles shall be in general provided by the tenderers and before mounting of saddles, these shall be painted in red oxide primer and a final finish with paint.
- 3) Gutties/ clips/ nuts in general shall be provided by the Contractor, if not mentioned specifically elsewhere.
- 4) After the completion of job, area shall be cleared of debris and waste material.
- 5) Whenever cable is to be buried, if not specified, the depth of burial of cable shall be 750mm for LT cable and 900 mm for 3.3 KV and above.
- 6) Pieces of brick shall not be used and instead full size brick shall be used.
- 7) Cable markers shall invariably be provided at a span of every 50 MR.
- 8) Cable tags shall be provided for the cables at a span of 50 MR.
- 9) Any galvanized wire or strip, for which supply is in the scope of tenderer, shall be of superior quality and shall conform to the relevant, IS.
- 10) Cement required for any work, may be small, shall not be given free of cost. However, NFL can arrange the same on chargeable basis.
- 11) NFL shall supply free electric power required for the execution of job/ work.
- 12) Material required for minor plastering or concreting work for the completion of job, shall be supplied by the tenderer.
- 13) The contractor should supply all hardware required for installation and erection work.
- 14) The tenderer shall do transportation of material from stores or any other area in the plant. For any item, weighing more than 500 Kgs. tractor trolley and crane shall be provided by NFL free of cost, if not mentioned specifically elsewhere.
- 15) Wherever the job is at a height of more than 20 MR and there is no platform to work on, the crane if required shall be given by NFL free of cost.
- 16) Dismantled/ removed material at site shall be transported to store or any other area in the plant by the tenderer.
- 17) The contractor shall do the painting (one coat of red oxide and two coats of final paint) wherever fabrication of structural work and its erection is carried out. The contractor shall supply paint.
- 18) Whenever any material is to be returned to stores, tenderer shall make arrangement for the measurement at stores.
- 19) Cables in general shall be got issued/ returned to store in rolled condition over the cable drum.
- 20) Whenever undertaking a job, care shall be taken as not to harm the nearby equipment. The contractor shall make any loss-taking place due to negligence of contractor, good.
- 21) In case of interpretation of any job is not clear or is ambiguous, the decision of engineer-in-charge shall be final and binding.
- 22) "Plant Area" shall also include for all purposes the areas of township, raw water plant and CISF lines.

- 23) Wherever specifications are not clear, clarification for the same can be had from the authority concerned before quoting the rate. Reasoning of any ignorance shall not absolve the contractor of his commitment to the execution of job.
- 24) The contractor himself shall arrange construction, erection, installation aids required if any. NFL shall not be responsible for any delay due to non-availability of such aids.
- 25) Arrangement of general tools, required for the execution of any job shall be the responsibility of contractor. However, testing equipments, special tools including all types of ladders shall be supplied by NFL. For carpenter job all types of tools required have to be supplied by the contractor.
- 26) NFL shall supply consumables for jointing, insulating and cleaning.
- 27) The contractor himself should arrange Safety Gadgets required for the labour engaged by him.
- 28) No work shall be carried out without a safety work permit and without the knowledge of Area I/c.
- 29) NFL shall not provide site office for the contractor. However, NFL shall provide suitable place for the erection of temporary site office. The same shall be dismantled after completion of the contract. However, electricity will be supplied by NFL free of cost.
- 30) Every care shall be taken to dismantle the required item with care. Any intentional damage or damage due to careless working to the equipment, shall be recovered from the contractor.
- 31) Whenever termination work is in the scope of contractor, thimbles/ lugs etc. shall be supplied by NFL. This is applicable for GI/ Al. wire as well.
- 32) Sizes of cross-arms, insulators (pin& shackle) are indicative. This may vary slightly as per the requirement. No separate amount shall be payable for sizes within tolerance of $\pm 25\%$.
- 33) In case of doubt, contractor shall consult the engineer-in-charge or Area In charge for clarification before the start of work.
- 34) Welded/ brazed surface area shall be 1.5 times the cross section of member being welded/ brazed.
- 35) Where GI structural material needs welding and is to be buried in the ground, the same shall be coated with bitumen and covered with hessian cloth. Bitumen paint is to be supplied by the contractor free of cost.
- 36) Maintenance of earthing station shall invariably include the watering of earth pit whenever required.
- 37) Before taking over the material/ equipment from stores or site stores, it will be the responsibility of contractor to check for the healthiness of equipment. Once material has been issued to contractor, its upkeep till the taking over shall be the responsibility of the contractor.
- 38) Wherever cleaning of light fitting is involved, the complete fitting shall be cleaned suitably.
- 39) Every care shall be taken to provide all the removed screws/ nuts/ bolts/ hardware etc. in the light fitting or any other equipment. Suitable machine screws and washers should be used for fixing sunmica sheets on MS/ CI Junction Boxes. The contractor shall make any loss or shortage of hardware good.
- 40) Contractor shall make good the loss-taking place due to negligent working.
- 41) Wherever supply of material is in the scope of contractor the same shall be got approved from Engineer-in-charge before its installation.
- 42) Supply and/or erection shall always be as per the relevant IS or the engineering standard practices.

- 43) If any item is appearing at two or more places or in various sub heads of the contract, the payment to the contractor shall be made on the basis of lowest quoted rates in the contract / under various sub-heads.**
- 44) M.S. Boxes shall of min. 2.0 mm thick sheet and duly painted with one coat of primer (red-oxide) and the primer is to be supplied by the contractor.
- 45) PVC insulated PVC sheathed or PVC insulated cables of Aluminium or copper conductor shall be of Nicco, Polycab, Friends, Gemscab, Insucon, Ankur Technocrats, Suyog, Havells, KEI, conf. to IS 694:1990 and ISI marked.
- 46) 6A / 16A switch /sockets shall be ANCHOR/SSK make only.
- 47) PVC casing capping shall be having double locking arrangement and be provided with suitable clips for clamping.
- 48) Earth wire supplied by the contractor for wiring shall be of size 1/18 PVC insulated copper conductor green colour wire or as specified.
- 49) PVC conduit shall be 2.0 mm thick of POLY / HERCULES / VENUS make or ISI marked and MS conduit shall be 1.6 m thick duly painted with black paint ISI marked.
- 50) In case the manpower is taken may be put in any shift i.e. A/ B/ C shift in addition to general shift depends upon the requirement of job as the factory is operating round the clock. No extra money shall be paid to the contractor over and above and he has quoted in the main schedule of labour rates for 8 hours working.
- 51) All materials including tools and tackles and other materials viz. ladders etc. if required are to be shifted by the contractor for jobs to be attended by the contractor for which no extra payment will be made.
- 52) The cables and other equipments are charged where the jobs are to be carried out. Therefore it is the responsibility of the contractor that no work is to be carried out without the safety work permit wherever required and the same is to be arranged by the respective area in charge. The job is to be started after getting clearance from respective area in charges.
- 53) The contractor shall give details of manpower to be deployed for carrying satisfactory and successful completion of each work at any time.
- 54) Cable tags/ markers should not be removed/ damaged and if happened so, it is to be provided by the contractor free of cost.
- 55) The bidder should have valid 'A' Class Electrical Contractor License issued by Chief Electrical Inspector, Govt. of Punjab/any state of India at the time of submission of bids**
- The bidder has to apply for A' Class Electrical Contractor License issued by Chief Electrical Inspector, Govt. of Punjab and submit the proof for same within 10 days from the date of award of work order/LOI. The bidder shall submit the copy of valid 'A' Class Electrical Contractor License issued by Chief Electrical Inspector, Govt. of Punjab within 60 days from the date of award of work order/LOI. The bidders shall submit an undertaking for the same at the time of submission of bid.**

SCOPE OF WORK

NAME OF WORK: MISCELLANEOUS ELECTRICAL JOBS VIZ. MAINTENANCE OF ELECTRICAL INSTALLATIONS OF RESIDENTIAL/NON-RESIDENTIAL BUILDINGS, LAYING OF HT/LT CABLES, OVERHEAD LINES, LIGHTING ETC. IN NFL TOWNSHIP & FACTORY AREA AT NFL BATHINDA.

ITEM NO.1.00

The work involves laying of 11 KV/3.3KV cables either on trays, through pipes or along structures/walls wherever needed as per site requirement. Cables shall be clamped properly with suitable size of clamps made out of M.S. flat 19mmx1mm at every 350mm distance. The minimum safe bending radius shall be taken as 12 times the overall diameter of the cable so as to avoid sharp bends. The contractor, at every 50 MR length of the cable, shall provide Cable tags. Only Cable shall be supplied by NFL, other required hardware viz. cable tags, clamps, saddles, screws, nuts & bolts etc. shall be in the scope of contractor at no extra cost to NFL. Shifting of cable from NFL stores to the site will be in contractor's scope, however for shifting of cables of 3½ x120mm² & above, crane, tractor-trolley etc. will be provided by NFL free of cost. Ladders, if need for execution of the job, shall be arranged by NFL. Earthing, if required shall be paid separately, as per Item provided in the contract.

ITEM NO.2.00

In addition to the scope/job specifications mentioned for items 1.00 above, the contractor shall also carry out glanding/ termination of cables, at no extra cost to NFL. Required cable glands and thimbles shall be supplied by NFL.

ITEM NO 3.00. 4.00

The job involves laying of LT & HT Power/ control cables/ telephone cables (to be supplied by NFL) directly under the ground. While laying underground cables, care should be taken so that the underground structures viz. Water pipes, sewerage lines, pre-laid cables etc. are not damaged.

All the cables shall be laid in trenches 600 mm wide and having a depth of 750mm for LT cables & 900mm for HT cables. A 5-inch thick layer of sifted sand shall be laid below & above the cable and then a layer of full size B class bricks shall be laid on both sides of the cable along its length. Thereafter bricks shall be placed on the top of already laid bricks across the cable to form a trough throughout the full length of the cable. After this, the trench shall be refilled with clear earth brought from outside, if necessary, without any extra claims. Whenever, the cables have to cross a road, drain, beam or rafters etc., suitable size of CI, GI or stoneware pipes (to be supplied by NFL) shall be embedded and the cables shall be drawn through them. Approved cable markers at a distance of every 50 MR shall be grouted in cement, coarse sand and stone chips in the ratio of 1:4:8 along the route of the cable. The cable markers shall be under the contractor's scope of supply at no extra cost to NFL. In case of more than one cables are to be laid in a single trench, the troughs shall be made with a common brick wall so that one cable is laid in each trough. Separate bricks are to be placed on both the troughs so made. In such cases, the smaller size of cable shall be considered as successive cable.

The contractor at no extra cost to NFL, if required by the Engineer-in-charge, shall also carry out Glanding/ termination of LT cables. However, NFL shall supply cable, cable glands, thimbles required for above job. If required, Earthing shall be paid as per contract separately. The trench so dug for laying of cable shall be back filled with earth.

For item no 3.01, 3.02 & 3.03: Job involves straight through & indoor end termination (jointing) of 11/3.3 KV XLPE/PVC/PILC cable of any size with heat shrinkable jointing kit and Making of straight through joint of LT armoured Power Cable of size 120 Sq.mm to 240 Sq.mm with heat shrinkable jointing kit. All materials/ tools and tackles required for completion of job are in the scope of contractor except cable jointing kits which will be supplied by NFL free of cost. Cable jointer for making the joints shall be called from OEM of cable jointing kits or specialized cable jointer and all expenses are to be borne by the contractor. However, NFL can provide accommodation in our SATKAR guest house if available on chargeable basis. Decision of engineer-in-charge in this regard will be final.

NOTE: All required approvals from statutory bodies such as RAILWAYS/ NATIONAL HIGHWAY AUTHORITIES/ CPWD etc. for laying of Cable shall be obtained by contractor without any extra charges.

ITEM NO.5.00 & 6.00

The scope of work involves removing of the HT/LT/Control/Telephone cables either under the ground by digging out the trench along the cable or from trenches, trays, pipes or structures etc. Cables removed shall be re-rolled on the cable drums (to be supplied by NFL) and transported up to the site stores/ NFL central stores as per requirement of the Engineer-in-charge. The contractor and NFL representatives shall take measurements of the removed cables jointly. If more than one cable are to be removed from a single trench, the smaller size of cable shall be considered as successive cable. The trench so dug shall be back filled with earth.

ITEM NO.7.00

The job involves digging out of the trench along the laid cable and after removing of the old cable; new/old cable shall be laid in its place. The tenderer shall provide second-class new bricks and sand as required for troughing the cable. The trench after laying the new cable shall be filled back with the earth. Old cable removed shall be rolled on the cable drums (to be supplied by NFL) and transported to NFL site/central stores. In case, more than one cable is to be replaced in a single trench, the troughs shall be made with a common brick wall so that one cable is laid in each trough. In such cases, the smaller size of cable shall be considered as successive cable. Separate bricks are to be placed on both the troughs so made. The trench so dug shall be back filled with earth.

ITEM NO 8.00

The job involves pulling of cable over the cable trays or in the cable trench, pipe etc. to bring out margin of cable at the end, for its re-termination. Disconnected cable shall be pulled from any distance backward. Clamps, cleats, removed slabs from the cable trays/ trench shall be fixed back after completion of the job. Contractor shall also provide new clamps if required for replacement, at no extra cost.

ITEM NO.9.00

Job involves tracing of armoured/ unarmoured, power/ control/ telephone HT/LT cables on vertical/ horizontal readymade cable trays/ readymade trenches in the plant area. Job also includes patrolling of complete length of cable to ascertain any physical damage to the cable. The job also includes removing and refixing the RCC/ MS sheet slabs of cable trenches. Care shall be taken so that no slab should fall on cables and the cable trench slabs should not be got damaged while removing /refixing.

ITEM NO.10.00

Scope involves Erection; Testing & Commissioning of Lighting Distribution Boards. NFL shall supply the switch board/ MCB/ cable glands and the fabrication material whereas the contractor shall arrange hardware. Grouting, fixation, glanding and termination of cables shall be carried out by the tenderer.

ITEM NO 11.00

Scope involves removing of lighting DBs/ MCB Boxes/ Power plugs etc. either from steel structure/ brick/ RCC walls after disconnection and deglanding of cables etc. After removing the DBs, the opening of wall etc. to be made good without any extra cost to NFL.

ITEM NO. 12.00

12.01 to 12.03: The scope is limited to removal of faulty MCB after its disconnection and installation of new MCB and its reconnection in the switchboard.

12.04 to 12.05: Scope includes replacement of existing lighting DB/ Metal Clad MCB Box with new one including disconnecting, reglanding, re termination of all the cables.

ITEM NO 13.00

For item no 13.01 to 13.04 The job involves writing of Identification name/ Tag number of equipment on switchboard, panels, poles and any other equipment, preferably in red colour or as required by concerned Plant Supervisor. Paint & painting brush is to be supplied by the contractor. For item No 13.05 Job involves Brush/ spray painting of any type of surface of any electrical equipments for which the surface should be thoroughly cleaned and dusted off. All rust, dirt scales, smoke splashes, mortar dropping and Grease shall be thoroughly removed before painting is started. All paints, which have left its place or partly peeled off, should be removed with scrappers or wire brushes and finally rubbed with emery paper or fine pumice stone, to make a smooth surface. The prepared surface should be got inspected from Engineer-in-charge before starting painting job

The synthetic enamel/ aluminium paint & red-oxide zinc chromate primer to be used as per various standards and CPWD specifications applicable. After preparing the surface. One coat of red-oxide zinc chromate primer should be applied. It should be allowed to dry up by giving sufficient time and be got inspected from Engineer-in charge. After this, two coats of ready mixed paints synthetic enamel paint/ aluminium paint as applicable should be applied after giving sufficient time in successive coats for drying up. Inspection and clearance from Engineer-in-charge is necessary after every coat. . All the material required for surface preparation/ painting including paint & primer is to be supplied by contractor free of cost.

ITEM NO 14.00

Transportation of material shall be done from one plant to another plant or from stores to any plant/ workshop as reqd. However, services of Jumbo (electric truck)/ tractor-trailer and crane shall be provided by NFL free of cost subject to its availability.

ITEM NO. 15.00

Job involves making of wooden formers of any size for making coils for rewinding of motors as per instructions of Engineer-in-charge. All tools required for completing the job are to be arranged by the contractor. NFL's scope is limited only to supply of wood/ ply.

ITEM NO.16.00

Item No 16.01& 16.02: The Job involves cleaning of 132 KV switchyards of MRS (Internal yard area, Around MRS Fencing outside area, Around MRS cable tray and area around 132 KV Towers from CPP to MRS) & CPP (Internal yard area and around Fencing area) and transformer bays of all plants.. It includes

cleaning, uprooting and removing of wild growth grass/ rank vegetation/ bushes etc. For item No 16.11 to 16.23 the job involves cleaning, uprooting and removing of wild growth grass/ rank vegetation/bushes, removing the pebbles, washing of pebbles, segregations of serviceable/ unserviceable pebbles, spreading & levelling the serviceable pebbles in Tr. Bays. The removed grass & unserviceable pebbles/ Melba etc to be disposed off to another place without any extra charges. The place for disposal shall be decided by area in charge.

Note: Sufficient manpower shall be deployed so that the job is completed in time.

ITEM NO 17.00

Job involves erection of telephone DBs including grouting in/on wall or in RCC column or steel structure with masonry work/clamping, welding etc. or on the ground after making the foundation. NFL shall supply telephone DB & steel required for making frames/ stands. Other grouting material is to be supplied by the tenderer free of cost.

ITEM NO 18.00

Job involves removing of telephone DBs either from steel structure/brick wall/RCC column etc. After removing the DB, the opening of wall etc. to be made good without any extra cost.

ITEM NO 19.00

Job involves replacement of telephone DBs either on steel structure/ brick wall/ RCC column etc. It includes dismantling of old DB and installation of new DB at its place including disconnection and reconnection of cable as per instructions of Engineer in charge.

ITEM NO 20.00

The work involves laying, termination of telephone cables up to 5 pairs in the existing conduit/ batten/ casing capping. NFL shall supply telephone cable free of cost.

ITEM NO. 21.00 & 22.00

Job involves replacement/ erection of telephone plug sockets/ top plug/ ceiling rose. NFL shall supply telephone plug socket/ top plug etc. free of cost. All other materials required for execution of jobs are to be supplied by the tenderer free of cost.

ITEM NO. 23.00

Job involves complete cleaning/ dedusting of telephone DB that includes cleaning of connections/ tightening, if required as per instructions of Engineer-in-charge. Contractor or his qualified supervisor shall supervise the work.

ITEM NO. 24.00

The job involves installation of ACSR conductor on existing poles and shall include its stringing & binding with the insulators between two poles having a max. span of 60 MR. NFL Shall supply ACSR conductor and ladders only. All other tools are to be arranged by the tenderer.

ITEM NO.25.00 & 25.01

25.00: Scope includes supply of stay wire set which shall include accessories like stay rod, ANCHOR/SSK plate set, clamps, turn buckles, porcelain insulators, hard-wares etc. Installation shall include excavation of earth 600mmx600mmx600mm and formation of foundation out of cement concrete of 1:2:3 ratios for the complete installation of stay wire. NFL shall supply cement on chargeable basis. In 25.01, scope includes adjustment/ repair of existing stay wire by providing/ repairing any of the accessories of the stay wire set, which shall be supplied by NFL.

ITEM NO.26.00

The job involves supply of 6 SWG wire guard and installing the same between neutrals of overhead line duly bound firmly.

ITEM NO.27.00 & 28.00

Scope involves erection of LT pin insulators of size 75x90mm / shackle insulators of size 100x115mm along with the hardware and other accessories on existing cross arms of overhead lines. Insulator will be provided by NFL.

ITEM NO. 29.00

The job involves stringing of conductors of LT/ HT overhead lines irrespective of its type viz. Panther/ Ferret/ Squirrel/ Dog & or shield/ guard/ neutral/ earth wire, but having a maximum span of 60 meters between two poles. The job also includes removal of the binding on the conductor and re-binding after stringing of the same so as to maintain sag within the specified limits as per relevant Indian Standard specifications.

ITEM NO. 30.00 to 32.00

The job against item no. 30.00 involves checking of connection of PG clamps/ binding wire on the poles of LT/ HT overhead lines. The job against item of 31.00 is to replace the jumpers of any size of LT/HT overhead lines, which includes preparing of jumpers of ACSR conductor or cable including cleaning of insulators. Against item no. 32.00 job involves for checking the guard wires of LT/ HT overhead lines against looseness and tightening or rebinding the same. Against **Item No. 30.01 & 30.02**, job involves cleaning of all insulators strings provided at all the 132KV Line towers, checking of insulators for any crack/ flash, checking of all the split pins & replacement if required, checking/ tightening of jumper connections of ACSR conductor, checking of insulator string hooks for any damage & replacement if required, checking/ tightening of earth wire connections, replacement of PG clamps found damaged during inspection and measurement of ground clearance of bottom phase of the span. The contractor shall engage competent & highly skilled persons who will have full & complete expertise of mtc. of EHV line. All special tools and tackles required for the mtc. of transmission line tower shall be arranged by Contractor. Since the work is to be carried out at a height, hence every care has to be taken and use of **full body harness safety belts & safety helmets** is essential and contractor shall bring all such safety gadgets.

ITEM NO. 33.00

The job involves replacement of old conductor of any size and type, by new conductor. NFL shall supply ACSR Conductor, binding wires and ladders free of cost .All other tools are to be arranged by the tenderer.

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

Job includes jointing of the new conductor to the old on both ends without any extra claim. The removed conductor shall be returned back in rolled condition as per instruction of area in charge.

ITEM NO.34.00

Scope involves fabrication of steel cross arms and its erection on existing poles. Size of cross arms shall be 75mm x100cm and shall be made out of 75 x 40 x 6mm size channel, 50 x 50 x 6mm angle, 50 x 6mm flat. Other jobs like drilling of hole, making & fixing of clamps etc. shall also form the scope of erection. Hardware for fixation of cross arms shall be under the scope of tenderer.

ITEM NO.35.00

Scope involves replacement of damaged stay wire/ stay wire insulator with the new ones. However, NFL shall supply the stay wire/insulator. Job includes binding of stay wires after changing of the insulator and extension of stay wire without any extra claim as per instruction of area in charge.

ITEM NO. 36.00 & 37.00

Job involves dismantling of 3 phase LT/ HT overhead lines which shall include the complete dismantling of ACSR conductors, cross arms, shield wires, guard wires and any other material, between two poles having a max span of 60M. Total removed material, shall be transported and deposited with the NFL stores.

ITEM NO.38.00

The job involves dismantling of complete stay wire set from RCC/ Steel pole. Dismantled material shall be shifted to NFL site/ main stores as per instructions of Engineer-in-Charge.

ITEM NO.39.00

Scope of work shall be the dismantling of ACSR conductor, associated pin/ shackle insulator, cross arm (if required), the removal of binding etc. between two poles of LT/ HT overhead lines having a max. span of 60 M. The removed materials shall be re-rolled and transported to NFL stores.

ITEM NO. 40.00

NFL's scope shall be limited to the supply of tubular/ RCC pole/ lighting mast. However, transportation of the poles from stores or any other place in the plant or to township shall be in the scope of contractor. Tubular/ RCC pole shall be buried in the ground and RCC foundation of 1:4:8 (1 cement, 4 coarse sand and 8 stone chips) shall be made to hold the pole. The foundation shall run from the bottom most point of the pole to the height of 1.5 ft. above the ground but not more than 6 ft. in total. The dia of the foundation shall be limited to 2ft. NFL shall supply cement on chargeable basis for the job. Other materials required like sand and the tenderer shall supply concrete. Earth so dug out for the erection of pole shall be filled back. In case of poles are to be mounted on the existing structure/ walls, the welding/ brazing/ provision of clamps etc. shall be in the scope of contractor. For item no.40.04, the job involves erection of temporary pole of any size and height and removal of the same thereafter. The pole will be grouted directly in the ground and proper ramming of refilled earth will be carried out to avoid the tilting of the pole. For item no. 40.05, the job involves erection/ dismantling/ replacement of pole of height up to 12 ft. by cutting/welding/clamping etc as required.

ITEM NO. 41.00

The job involves dismantling of fabricated steel/ RCC/ Steel Tubular Pole/ lighting masts of 12/ 24/ 36 ft. height. The dismantled pole shall be freed of the concrete foundation and the same shall be transported, to the NFL stores. The earth so dug out shall be filled back and leveled with the ground. In case the poles are to be dismantled from the existing structures/ walls, removal of clamps/ cutting if any involved shall be in the scope of contractor.

ITEM NO. 42.00

The job involves Installation, Testing & Commissioning of Earthing Station. The electrode will be paid against item no 98.05 separately . S.S. Nut bolts are to be used. . Electrode shall be buried in the dug out ground with successive layers of charcoal, coarse sand and salt as per the IS. Top of the earth pipe shall be exposed but should be below the pit level surface. Masonry work shall be carried out and hinged cover of chequered steel of 6mm (supply and installation by the contractor) with bracings and of size 1 MRx 1 MR shall be provided for the earth pit. Masonry Work shall be done accordingly to have adequate approach to the earth station terminals. After the installation, pit shall be tested and connected to the existing earth flat, if any.

The job against sub-item 42.01 involves maintenance of Earthing Station, which shall include supply of sufficient quantity of salt if reqd. for its reconditioning. The contractor shall also record the Earth Resistance after completion of maintenance job.

For sub item 42.02 job is same as in 42.00 but erection of earth electrode in existing earth pit including removing of old earth electrode, earth connections from old electrode and connections to the new earth electrode.

ITEM NO. 43.00 & 44.00

Scope of the item involves laying/ dismantling of GI/Al earthing strip of size as specified, in the ground/ on structure, walls, trays etc. as per site requirement. In case earth strip is to be laid under the ground, it shall be buried at a depth of 750mm from the ground level. Connection between the two strips shall be made by providing Nuts bolts or welding/ brazing. Welded/ brazed surface shall have adequate area and shall be covered with a bitumen coating and hessian cloth. NFL's scope shall be supply of earthing flat only. However, for installation of earth strip on structure/ wall/ trays etc. the contractor's Scope shall include supply of saddles, clamps, fixing screws etc. Regarding job against sub-item 47.03, the existing earthing strip of any size, which gets disconnected/ damaged on the equipment/ structure, the contractor shall reattach the same. Hardware like saddles, clamps, fixing screws shall be under contractor's scope of supply.

ITEM NO. 45.00

The job involves laying/ dismantling of 6/8 SWG GI Earth wire on poles, structures, walls or under-ground wherever required. It also includes the termination of earth-wire to the earthing pit and equipments. Supply of clamps, eye bolts etc. shall be under the scope of the contractor at no extra cost.

ITEM NO.46.00 & 47.00

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

The job involves installation of single spike lightning arrester made out of GI rod of standard height of not less than 2 MR with support and its erection on cooling towers or any other tall structure. The electrode shall be connected to ground with suitable earth flat/ conductor to the nearest earth flat/ grid. Supply & Erection of earth strip/ wire shall be paid separately as

per item no.43.00 provided in the contract. Earth strip running along the structure shall be insulated at points and shall have no direct contact with the structure. All materials like GI strip/ conductor, Insulators and hardwares viz. Clamps, nuts - bolts etc. required for completion of the job, shall be supplied by the contractor, free of cost. For item no.47.00, job involves dismantling of single spike lightning arrester. Diameter of lightning arrester and size of Earth strip shall be as per IE rules / Relevant standards.

ITEM NO. 48.00

Scope involves for installation/ dismantling/ replacement of motor starter, push button stations, SPN / TPN switches, change over switches, flame proof power outlets etc. to be supplied by NFL. It also includes cable glanding, termination, fabrication & installation of MS frame if required for fixing of the above control gear. However, materials required such as MS angle/ flat etc. shall be supplied by NFL.

ITEM NO. 49.00

The job involves erection, dismantling and replacement of (any type of enclosure) single phase or three phase MS/ GI/ PVC junction boxes including grouting in/ on wall or on RCC column or steel structures with masonry work/ clamping, welding, glanding, deglanding, termination etc. NFL will supply JB, Glands, Terminal strip, Cable Lugs and MS angle/ flat for grouting/ erection.

ITEM NO. 50.00

The job involves removal of MS/ Wooden Junction Box from masonry Wall or RCC column. Dug out surface shall be made good and the material required for the same shall be in the scope of tenderer.

ITEM NO 51.00

The job involves glanding/ reglanding of different size of cables including termination and/or re termination if required. However, NFL shall supply cable glands.

ITEM NO. 52.00

The job involves laying, termination & commissioning of PVC insulated Copper conductor/ flexible cable/ telephone cable up to 5 pairs on the existing wooden batten/ PVC casing capping. Contractor, for completion of the job, shall supply all the materials like PVC wire/ cable, clips, clamps, nails, gutties, 1/18 copper conductor PVC insulated green earth wire etc. After completion of the job, the contractor shall clear off waste materials from the place of work.

ITEM NO. 53.00

Same as for item no. 52.00 but the scope of contractor includes supply of good quality (approved by Engr. In charge.) PVC Casing capping of appropriate size as well as suitable size of 1/18 copper conductor PVC insulated green earth wire for earthing. For item No 53.03 & 53.04 the job involves to replace the existing

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

worn out/ damaged wooden batten/ PVC casing capping / MS or PVC conduit with PVC casing capping / PVC conduit as required by Engineer I/C. The job includes removing of old damaged wooden batten/ PVC casing capping / MS or PVC conduit and erection of new PVC casing capping / PVC conduit. All materials except cables/ wires required for completion of job are in the scope of contractor.

ITEM NO. 54.00& 55.00

Contractor's scope shall be erection of MS switchboard with 3mm thick sun mica sheet or wooden boards of different sizes as specified against sub-items in the Schedule of Rates. Total material required for the erection work shall be provided by the tenderer including, hardware, grouting etc. Surface dug out for the grouting work shall be made good by the tenderer. The thickness of MS sheet boxes shall be 2.0 mm and will be painted with red oxide primer. The contractor shall supply the primer.

ITEM NO. 56.00

The job under this item involves dismantling of various types of cables/ wires from wooden batten/ PVC Casing capping/ conduit. Dismantling shall be carried out in a manner that material removed can be reused at different location. The required hardware/ clamps etc. for relaying the cables/ wires shall be supplied by the contractor at no extra cost.

ITEM NO. 57.00

Total supply and the wiring work involved including earthing are in the scope of the tenderer. The wiring shall be carried out in recessed conduit. Wiring up to 3 MR shall be measured as Short Point, above 3MR & up to 6MR shall be measured as Medium Point and above 6MR & up to 10MR shall be measured as Long Point. Wiring more than 10MR shall be measured in circuit wiring against item no, 58.00.

ITEM NO 58.00

The scope involves supply & circuit wiring in 25mm dia recessed PVC conduit with various sizes of copper conductor as indicated in the schedule of quantities & rates.

ITEM NO 59.00

The work involves supply & wiring for light point to be controlled through two way switches with 1.5 Sq. mm. Copper Conductor in recessed conduit or with PVC casing capping including earthing for short/ medium/ long points. Wiring up to 3 MR shall be measured as Short Point, above 3MR & up to 6MR shall be measured as Medium Point and above 6MR & up to 10MR shall be measured as Long Point. Wiring more than 10MR shall be measured in circuit wiring against item no, 58.00.

ITEM NO. 60.00

The work involves supply & wiring for 3 pin 15 Amp. Plug point with Cu. Conductor cables of suitable size as mentioned in schedule of quantities and rates Wiring more than 3MR shall be measured in circuit wiring against item no, 58.00.

ITEM NO. 61.00

Name of the Work: Miscellaneous Electrical jobs on ARC basis in factory and Township at NFL Bathinda.

Job involves attending of no light complaints of any house/ building. If there is fault from Pole Mounting Box or Overhead line, No light item will operate. If no light is due to fuse blowing or any other fault such as burning /loose connection etc from Main Meter Board/Sub DB that will be paid as per relevant items specified elsewhere in the contract.

Item No. 61.01: During Normal Working Hours i.e. from 08:00AM to 10:00PM

Item No. 61.02: During Odd Hrs i.e. from 10:00PM to 08:00AM

ITEM NO. 62.00

Job involves installation & removal of lights, single/ three phase extension boards etc. It includes laying of circuit wiring, preparation of holders for lamps, fixing of lamps, associated switchgear, laying of main connections cable from DB to poles by burying the cable about 6" deep without bricks, structures, laying of earth wire if required, and dismantling the same after completion of job. Laying of various sizes of cables shall be measured as per item no. 66.00. Transportation of material from Main store/ site store to work place and back is to be done by contractor without any extra charges. Contractor has to depute sufficient staff after installation of lights until the removal, as required by Engineer-in-charge, to attend any break down in between without any extra charges.

ITEM NO.63.00

Job involves replacement of the damaged lighting accessories viz. switch/ socket/ plug/ top/ holder/ bell push/ buzzer/ round block/ fuse/ fan regulator/ Telephone Bracket/ repair of fan regulator/ fan capacitor and connections and or disconnection of electrical appliances of any type including replacement any/ all accessories etc. with the new ones. It also includes attending of minor faults. However, NFL shall supply the lighting accessories as per requirement. For sub item 63.02, job involves re-fixing of domestic light fitting of any type including replacing of gutties etc. Under sub-item 63.03, the job involves complete maintenance of glow signboards installed at a height of 6 M approx. above the ground level. The job shall also include replacement of tube rod(s), starters, chokes etc. (to be supplied by NFL).

For sub-item 63.04, the Maintenance of pole mounting box includes cleaning, re-glanding, if required, connection tightening, replacement of terminal strip, fuse, fuse base etc. However, NFL, free of cost, shall supply materials required for replacement.

ITEM NO. 64.00

Scope involves installation / replacement / removal of single/ three phase energy meter including wiring and re-fixing of the same after its rectification. However, NFL shall do testing/ rectification of the energy meters.

ITEM NO. 65.00

Job involves cleaning/ dedusting/ general maintenance of single phase/ 3 phase main meter boards of domestic/ public building which includes connection checking & tightening if required as per instructions of Engineer-in-charge.

ITEM NO. 66.00

Scope shall include preparation of hand lamp/ flood light/ extension board, its connection with armoured/ unarmoured cable and its spreading and connection from the single phase/ three-phase

outlets. This is a totally temporary installation. After the job is over the same shall be removed and handed over back to the area in charge. NFL shall supply complete material. The contractor, if required by Engr-in-charge, shall also carry Glanding of cable. NFL shall make supply of glands. Temporary laying can be over the ground or along the pole or structure or underground buried 6" deep without bricks etc. Earth wire shall be laid as per requirement of job without any additional charges.

ITEM NO. 67.00 & 68.00

NFL shall supply lighting fixtures, and flexible Cu wire. All other minor materials like cable clamps, hardware etc. required for the erection work shall be provided by the tenderer. Under sub-item 68.09 the scope involves assembling of any type of light fittings including wiring for which all the material except hardware's are to be supplied by NFL.

ITEM NO. 69.00 & 70.00

Rate against item nos. 69.01 to 69.04 & 70.00 to 70.02 shall be quoted for the replacement of anyone item of the light fitting accessories or the control gear whereas against item nos.69.05 to 69.08 and 70.03 to 70.05, the rates shall be for replacement of 2 or more accessories. Scope shall also include de-dusting of fitting in general.

ITEM NO. 71.00

Scope involves removal of old lighting fixture from its place, de-glanding after removal of connections and installation of new/repaired fixture in its place, re-glanding and termination.

ITEM NO. 72.00.

Job involves dismantling of lighting fittings, disconnection and its transportation to stores as per instructions of Engineer-in-charge.

ITEM NO. 73.00

The job involves general cleaning, fault finding and removal of fault including checking of connections for tightness, terminal strip replacement etc. for the existing junction boxes, 1 phase & 3 phase lighting distribution boards/ switch boards/Terminal Boxes etc. However, any other work viz. re-glanding, replacement of MCB etc. if required, shall be paid separately.

ITEM NO 74.00

Scope of cleaning shall include removal of glass/ Perspex cover, its cleaning with the vim or other washing material. Cleaning shall also be carried out for the reflector and lamps etc. Removed glass/ Perspex cover shall be fixed back properly after it's cleaning.

ITEM NO. 75.00

Scope involves erection, testing and commissioning of ceiling/ exhaust/ cabin fan, fan regulator. However, provision of hook shall be under NFL's scope. Against sub-item 75.01, the contractor's scope is limited to the removal of ceiling/ exhaust fan cabin fan after its disconnection and against sub-item 75.02;

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the fans are to be fixed back at its old location. For sub-item 75.03, job involves removal of ceiling/ exhaust/ cabin fan from its location, complete cleaning, overhauling, replacement of bearing/ bushes if required and fixing back the fan on its location after completion of job preferably on the same day. NFL, free of cost, shall supply all consumables and non-consumables. **For sub item 75.04, job involves removing and refixing of fan, replacement of both the bolts, locking pin, locking nut, rubber piece (all the mentioned material is in the scope of contractor) and general checking of fan for any looseness in respect of connections, rod etc. and tightening the same.** The job also involves general cleaning of ceiling fan and its regulator. The fans should be cleaned with the help of detergent/ vim and the water to be wiped out completely. NFL shall make supply of vim/cleaning powder/cloth

ITEM NO. 76.00

The job involves general cleaning of ceiling fan and its regulator. The fans should be cleaned with the help of detergent/ vim and the water to be wiped out completely. NFL shall make supply of vim/cleaning powder/cloth. This item will be operated very specifically.

ITEM NO. 77.00 & 78.00

The scope includes erection/ dismantling of MS/ GI cable trays by Tag welding/ cutting as per site requirement. In case of installation of cable trays (to be supplied by NFL) the same shall be erected by tag welding to the existing structures already available at site. Handling of cables already laid shall be done without any extra cost.

ITEM NO.79.00

The job involves cast iron/ Aluminium casting as per actual requirement and sample pieces

ITEM NO 80.00

The job against item no. 80.01 involves fabrication & erection of steel structure of large size and shall be measured in kgs. Extra small fabrication work against item 80.02 can be of any size but the weight of each fabricated item shall not exceed 500 gms. It also includes fabrication and erection. The payment shall be made on the basis of number of items fabricated and erected by the contractor. Canopies & Air ducts against items 80.03 shall be fabricated out of GI & Al sheets respectively and erected as per requirement of Engineer-in-charge. The measurement of the fabricated/ erected work shall be made in sq. meters for making payment to the contractor. All steel structure, GI/ Al sheet shall be supplied by NFL free of cost. Also NFL free of cost shall supply Electric Power. However, contractor without any extra claim shall arrange Gas cutting torch / Welding set and welding electrodes etc.

ITEM NO.81.00

Job involves cleaning and removal of coal/ash dust/waste material from the overhead cable trays and cables laid on these trays. Any arrangement required for cleaning of trays/ cables from safety point of view shall be made by the contractor without any extra charges, however, ladders etc. if available shall be supplied by NFL free of cost. As all the cables on the overhead cable trays are charged, therefore sharp edge tools are not to be used. All safety gadgets such as safety belts, helmets etc. are to be arranged by the contractor. Job includes disposal of removed ash/coal dust and waste material to the area specified within

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the factory premises without any extra charges. Job is to be carried out strictly as per instructions of Engineer in charge and is to be supervised by the contractor or his authorized supervisor.

ITEM NO.82.00

Job involves cleaning of various sizes of RCC cable trenches in all plants by removing of muck & mud, coal dust, ash and water. Size of cable trenches are mentioned the inside width and are to be measured in running meters for billing purposes. Cable trenches have to be cleaned after removing the trench covers at appropriate distances for entry of persons, removing of deposited dust from cables with the help of brooms. Removing of mud is to be done by making small barriers in trench to avoid flowing of mud to cleaned portion. Any water seepage point noticed during cleaning shall be brought to the notice of area incharge so that the same can be got attended from civil dept.

In case of sand filled trenches, sand is to be removed and placed on one side. After cleaning of oil or other foreign material and attending of any seepage point by civil, sand is to be filled back.

In case of trenches filled with ash/ coal dust, all the dust is to be removed and disposed off to the dump area within plant premises without any extra charges.

All trench covers removed for execution of the job are to be placed back properly and any damaged RCC covers are to be replaced with new covers to be supplied by NFL free of charge.

ITEM NO.83.00

The job involves overhauling of motors by decoupling of motor from the driven equipment, Recording of IR value of motor and cable, Removal of earth connections, Cable disconnection, Shifting of motors to site workshop, if required, Complete dismantling including withdrawal of rotor, Washing, inspection & replacement of damaged bearings if required, Inspection & Cleaning of winding with cleansing agent including air blowing, Inspection of rotor against any abnormality like overheating, rubbing, looseness of any part etc. Cleaning of all other components like bearing housing, bearing cups, labyrinths and their replacement wherever required, General cleaning of end covers, fan & motor body etc., Reassembly, replacement on foundation and alignment with driven equipment using dial gauge, Replacement of cable lugs and re-glanding of cable, if required, Recording of final IR value of motor and cable, cable connection and trial run on no load conditions and wrapping of polythene sheet on terminal box, Coupling with driven equipment & Checking the direction of rotation and to be changed, if required.

NFL Supervisor will arrange the Safety Work Permit. All consumables like grease, diesel, CTC, Markin Cloth, Cotton Waste, Rustolene, M-Seal, Polythene sheet etc & all spare parts of motors shall be provided by NFL free of cost. All special tools like Hydraulic Pullers, Cranes (for motors above 22 KW), Jumbo Truck, Dial gauge with magnetic base shall be provided by NFL. However, the contractor shall arrange slings and D-shackles, chain blocks and all normal tools such as spanners up to 32 mm size, L-keys etc. required for motor overhauling. Satisfactory performance of motor after overhauling shall have to be guaranteed for a minimum period of six months from the date of handing over. Work place cleanliness will be contractor's responsibility. The contractor shall dispose of all the waste at the marked places.

ITEM NO. 84.00

The job involves replacement of motors by decoupling of motor from the driven equipment, Recording of IR value of motor and cable, Removal of earth connections, Cable disconnection, Shifting of healthy motor to foundation from Site workshop, Shifting of removed motor to site workshop, as per requirement, Removal of motor coupling from the removed motor and fixing it on the healthy motor, if required, Replacement of motor on foundation and alignment with driven equipment using dial gauge, Replacement

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of cable lugs and re-glanding of cable, if required, Recording of final IR value of motor and cable, cable connection and trial run on no load conditions and wrapping of polythene sheet on terminal box, Coupling with driven equipment. Checking the direction of rotation and to be changed, if required.

NFL Supervisor will arrange the Safety Work Permit. All workshop jobs e.g. building up of Rotor shaft and end covers, welding/machining of broken parts will be in NFL's scope. However, shifting to workshop will be in contractor's scope. All consumables like grease, diesel, CTC, markin cloth, cotton waste, rustolene, m-seal, polythene sheet etc shall be provided by NFL free of cost All spare parts of motors shall be supplied by NFL All special tools like Hydraulic Pullers, Cranes (for motors above 22 KW), Jumbo Truck, Dial gauge with magnetic base shall be provided by NFL. However, the contractor shall arrange slings and D-shackles, chain blocks and all normal tools such as spanners up to 32 mm size, L-keys etc. required for motor replacement. Work place cleanliness will be contractor's responsibility. The contractor shall dispose of all the waste at the marked places.

Note for item no. 83.00 & 84.00

The contractor has to ensure availability of minimum one highly skilled/skilled worker & one skilled/semi-skilled/unskilled worker, capable of carrying out the specified job, on all working days, in the plant during working hours (08.00Hrs. to 17.00Hrs.). In case of requirement during odd hours, person should be available within two hours of call for attending the exigencies, without any extra charges.

Item No.85.00

Scope involves recording of all the energy meters installed in NFL Township and CISF colony once in a quarter on the days decided by the area in charge. Readings are to be recorded in the registers maintained for the purpose and all the columns are to be filled neatly and correctly.

ITEM NO. 86.00

Job involves supply of pedestal fans in plants during shut down on rental basis (per fan per day). Pedestal fans shall be delivered perfectly in working condition with 2 to 3 MR long, 3 Core Flexible Copper Conductor lead with ANCHOR/SSK

3-Pin 5 Amp Plug Top. Fans are to be supplied at NFL premises & shall be collected by the supplier from NFL premises. All the transportation charges shall be borne by the supplier for both ways. In case any pedestal fan fails during running, it should be replaced immediately as and when informed to supplier by Electrical Department without any extra charge.

TEM NO.87.00 to 97.00:

Job involves supply of workers for carrying out various works as defined under sub items here under. Contractor has to supplement the manpower to complete the job if required without any extra charges.

87.00: Ammonia Plant.

Up keeping/recording reading and cleaning of various Electrical Equipments like Battery Banks/Cells, Earth Pits, DG Set, Cleaning of HT Motor radiators, Blower Filters, Capacitor Banks, Panels/Boards, Transformers, Motors, Smoke detectors/Pill boxes, Ducts, Solar Plates, O/H cranes Electrical equipment & Lubrication of Motors, to assist in Thermography job and Motor maintenance job, to attend Lighting jobs, to draw material from stores, to return scrap to stores etc as per instructions of NFL's supervisor by

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deploying minimum 1 highly skilled/skilled worker and 4 skilled/semi-skilled/unskilled workers on all working days.

88.00: Central Shift.

Carrying of misc. tools for attending various jobs reported in shift, Shifting of testing instruments for checking of various electrical equipments, Shifting of material for shift use, Shifting of Lights & cables for temporary connections & Carrying of PTW's / log books/ AVI's as per requirement in each shift as per instructions of NFL's supervisor by deploying minimum 3 skilled/semi-skilled workers on all the days i.e. 1 Workers in each shift on all the days.

89.00: Captive Power Plant/GTG.

Up keeping/recording reading and cleaning of various Electrical Equipments like Battery Banks/Cells, Earth Pits, Cleaning of HT Motor radiators, Blower Filters, Capacitor Banks, Panels/Boards, Transformers, Motors, Smoke detectors/Pill boxes, Ducts, O/H cranes Electrical equipment & Lubrication of Motors, to assist in Thermography job and Motor maintenance job, to attend Lighting jobs, to draw material from stores, to return scrap to stores etc as per instructions of NFL's supervisor by deploying minimum 1 highly skilled/skilled worker & 3 skilled/semi-skilled/unskilled workers on all working days

90.00: Steam Generation & Material Handling Plant.

Up keeping/recording reading and cleaning of various Electrical Equipments like Battery Banks/Cells, Earth Pits, Cleaning of HT Motor radiators, Blower Filters, Panels/Boards, Transformers, Motors, Smoke detectors/Pill boxes, Ducts, O/H cranes Electrical equipment & Lubrication of Motors, to assist in Thermography job and Motor maintenance job, to attend Lighting jobs, to draw material from stores, to return scrap to stores etc as per instructions of NFL's supervisor by deploying minimum 1 highly skilled/skilled worker & 3 skilled/semi-skilled/unskilled workers on all working days.

91.00: Urea & Bagging Plant.

Up keeping/recording reading and cleaning of various Electrical Equipments like Battery Banks/Cells, Earth Pits, Cleaning of HT Motor radiators, Blower Filters, Capacitor Banks, Panels/Boards, Transformers, Motors, Smoke detectors/Pill boxes, Ducts, O/H cranes Electrical equipment & Lubrication of Motors, to assist in Thermography job and Motor maintenance job, to attend Lighting jobs, to draw material from stores, to return scrap to stores etc as per instructions of NFL's supervisor by deploying minimum 1 highly skilled/skilled worker & 3 skilled/semi-skilled/unskilled workers on all working days.

92.00: O&U Plant.: Up keeping/recording reading and cleaning of various Electrical Equipments like Battery Banks/Cells, Earth Pits, DG Set, Cleaning of HT Motor radiators, Blower Filters, Panels/Boards, Transformers, Motors, Smoke detectors/Pill boxes, Ducts, O/H cranes Electrical equipment & Lubrication of Motors, to assist in Thermography job and Motor maintenance job, to attend Lighting jobs, to draw material from stores, to return scrap to stores etc as per instructions of NFL's supervisor by deploying minimum 2 highly skilled/skilled workers & 3 skilled/semi-skilled/unskilled workers on all working days.

93.00: Main Workshop: Up keeping/recording reading and cleaning of various Electrical Equipments like Battery Banks/Cells, Overhead lines along with tree trimming, Earth Pits, Jumboo & its Battery/cells, Cleaning of Electrical Equipments received in Workshop for repair/Mtc, Panels/Boards, Relays/Testing

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Equipments, Shifting of Testing Equipments, Transformers, Motors, Smoke detectors/Pill boxes, O/H cranes Electrical equipment & Lubrication of Motors, to assist in Thermography job and Motor maintenance job, operation of Oil Filter set, to attend Lighting/Street Light jobs, to draw material from stores, to return scrap to stores etc as per instructions of NFL's supervisor by deploying minimum 1 highly skilled/skilled worker & 3 skilled/semi-skilled/unskilled workers on all working days.

94.00: Telephone Exchange: Up keeping/recording reading and cleaning of various Electrical Equipments like Battery Banks/Cells, Panels/Boards/DBs, PA system, attending Telephone complaints both in Factory & Township area, to draw material from stores, to return scrap to stores, shifting of Telephone Instruments as per requirement etc as per instructions of NFL's supervisor by deploying minimum 1 highly skilled/skilled worker & 1 skilled/semi-skilled/unskilled worker on all working days.

95.00: CPP/GTG Shift.: Carrying of misc. tools for attending various jobs reported in CPP shift, Shifting of testing instruments for checking of various electrical equipments, Shifting of material for shift use, Shifting of Lights & cables for temporary connections & Carrying of PTW's / log books/ AVI's as per requirement in each shift as per instructions of NFL's supervisor by deploying minimum 1 skilled/semi-skilled worker in each shift on all the days.

96.00: Township: Up keeping/cleaning of various HT/LT panels, Overhead lines along with tree trimming, DBs installed at various building, DG Set along with emergency panel, LT Pole box & various Quarters DBs, Battery, to attend Lighting/Street Light jobs, to draw material from stores, to return scrap to stores etc by deploying minimum 1 highly skilled/skilled worker and 1 skilled/semi-skilled/unskilled worker on all working days.

97.00: AFCP Substation: Upkeep of Electrical Substation buildings (Switchgear room, UPS room, battery room, cable cellar, offices, DG set room, capacitor room, staircases, terrace etc.), complete offices & associated area of AFCP & Old Ammonia/other plants etc. as per instructions of NFL's supervisor by deploying minimum 1 unskilled worker. Scope of Contractor includes upkeep of above mentioned area including but not limited to maintaining the complete offices & associated areas - 26 days a month. The material required to maintain the upkeep of areas under this clause will be in the scope of contractor.

97.01: GTG Substation : Upkeep of Electrical Substation buildings (Switchgear room, UPS room, battery room, cable cellar, offices, DG set room, capacitor room, staircases, terrace etc.), complete offices & associated area of GTG, MRS, SGP, Workshop, Telephone Exchange etc. as per instructions of NFL's supervisor by deploying minimum 1 unskilled worker. Scope of Contractor includes upkeep of above mentioned area including but not limited to maintaining the complete offices & associated areas - 26 days a month. The material required to maintain the upkeep of areas under this clause will be in the scope of contractor.

97.02: Urea Substation : Upkeep of Electrical Substation buildings (Switchgear room, UPS room, battery room, cable cellar, offices, DG set room, capacitor room, staircases, terrace etc.), complete offices & associated area of Urea, Bagging, DM, ETP, Agro, RW and Township etc as per instructions of NFL's supervisor by deploying minimum 1 unskilled worker. Scope of Contractor includes upkeep of above mentioned area including but not limited to maintaining the complete offices & associated areas - 26 days a month. The material required to maintain the upkeep of areas under this clause will be in the scope of contractor.

ITEM NO.98.00: Scope involves supply of following material of reputed make & superior quality, preferably as per relevant IS or applicable IE Rules/ Act. The material is to be got approved from the concerned area in charge before supply.

98.01: GI Stay Wire Set: Supply of stay wire set which shall include accessories like stay rod, ANCHOR/SSK plate set, clamps, turn buckles, porcelain insulators, hard-wares etc.

98.02: Supply of 6 SWG wire guard

98.03 & 98.04: Supply of LT pin insulators of size 75mmx90mm / shackle insulators of size 100mmx115mm along with the hardware and other accessories

98.05: Supply of Earthing Electrode. Earth electrode shall be of 50mm dia, 4.5 M long GI pipe class 'B' with perforation all through its length and shall have the provision of connecting/welding 75mmx12mm GI flat on both sides of the electrode on top to facilitate outgoing connections. Galvanizing shall be of superior quality as per the IS standard. Suitable protective paint shall be applied where galvanizing have been damaged by virtue of drilling / welding. Also S.S. Nut bolts are to be used. The electrode shall have a removable cap/funnel for the filling of water.

98.06: Supply of 6/8 SWG GI Earth wire

98.07: Supply of single spike lightning arrester made out of GI rod of standard height of not less than 2 MR with support.

98.08 to 98.20: Supply of MS switch Board/ wooden boards with 3mm thick sun mica sheet of different sizes as specified against sub-items in the Schedule of Rates.

ITEM NO.99.00: Job involves supply of various category of manpower (skilled worker against 99.01, semiskilled worker against 99.02 and unskilled worker against 99.03) as specified in sub items of schedule of quantities, during shut down, Breakdown, Normal working days, Holidays and Weekly OFF days as per instructions of Engineer-in-charge. Electricians, Welders, Riggers & Lineman should have basic tools with them. NFL, as defined elsewhere, will supply special tools & tackles. The persons can be called for performing required work at any hour of time as per job requirements. In case of requirement of person deployed is for lesser period, minimum ½ day rate shall be paid upto 4hrs. deployment. Full day rate shall be paid for more than 4hrs.& Up to 8hrs. However after 8hrs working during shutdown, Breakdown, Normal working days, Holidays & Weekly Off days, over time per hour rate will be paid as per item rate 99.04 to 99.06 applicable.

DEPLOYMENT OF MANPOWER FOR ATTENDING T/SHIP COMPLAINTS/JOBS

Contractor shall depute minimum one highly skilled/skilled worker & one skilled/semi-skilled/unskilled worker on all the 365 days in the year in Township Substation No. 1 i.e. complaint centre for attending the complaints of Residential/ Non Residential/ Public Buildings/ Street Lighting etc. from 08.00 hrs. to 22.00 hrs. For attending to the periodical maintenance jobs, separate manpower is to be deployed. In case of requirement during odd hours, person should be available at the accommodation provided in township, as specified elsewhere in the contract, for attending the exigencies without any extra charges.

Annexure- XXIVA

To be submitted by the contractor on letter head along with the bid documents after visiting site

Declaration by the contractor

To
The DGM (I&E)
Electrical Department
NFL, Bathinda Unit

I visited the NFL site on date: _____ in the presence of NFL executive Sh. _____

With reference to subject contract, I fully acquainted with the site conditions and labour requirements along with their payment structures.

I am submitting the bid considering all facts that require to execute the contract smoothly and as per the terms and conditions of contract.

Signature of NFL official

Signature of Contractor