

TENDER DOCUMENT

**FOR HOUSEKEEPING SERVICES & DATA ENTRY OPERATOR SERVICE AT
STATE OFFICES & AREA OFFICES UNDER NFL, ZONAL OFFICE, BHOPAL
THROUGH GeM PORTAL**

(2024-26)



National Fertilizers Limited

(A Govt. of India Undertaking)

CINL74899DL1974GOI007417

Zonal Office

A/A-2, Office Complex, Gautam Nagar, Bhopal- 462023 (M.P)

N F L

Ref. No.: NFL/ZO/BPL/HR/HK/2024

Date: 20/02/2024

NOTICE INVITING TENDER

NIT (THROUGH GEM PORTAL) FOR ENGAGEMENT OF MANPOWER SUPPLY AGENCY FOR HOUSEKEEPING SERVICES & DATA ENTRY OPERATOR FOR STATE OFFICES & AREA OFFICES UNDER ZONAL OFFICE BHOPAL.

E-tender (through GeM Portal) under two-bid system from eligible Manpower Service providers for providing housekeeping services & data entry operator for state offices & area offices under zonal office Bhopal for an initial period of Two years (extendable for further period of one year) with mutual consent of both parties is invited. Requirement/eligibility criteria Terms and Conditions of the contract have been clarified in the additional documents. Tender document (including additional documents) is available online at GeM Portal as well as on the website of National Fertilizers limited i.e. <https://www.nationalfertilizers.com/>.

However, for any clarification, bidders may contact below mentioned officials: -

M/s National Fertilizers Limited - Bhopal

<p>Sh. Tejinder Singh, Zonal Manager NFL, Zonal Office, A/A-2, Office Complex, Gautam Nagar e-mail: tejinder@nfl.co.in Phone No.- 0755- 2583681</p>	<p>Sh. V.K Thakur, Officer (HR) NFL, Zonal Office, A/A-2, Office Complex, Gautam Nagar e-mail: vkthakur@nfl.co.in Mob :6263281770</p>
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Bidders are advised to read tender document (uploaded on website and on GeM portal) and check their eligibility before participating in the bid.

TENDER SCHEDULE

Name of the Work	E-Tender for engagement of manpower supply agency for housekeeping services & data entry operator for state offices & area offices under zonal office Bhopal.
Estimated Cost for Two years contract	Refer GEM Bid Document
Last Date & submission of E-Tender A	As per Bid specification uploaded on GeM portal.
Date & Time of opening of online Tender	As per Bid specification uploaded on GeM portal.

Ref. No.: NFL/ZO/BPL/HR/HK/2024

Date: 20/02/2024

To

(All the Interested and Prospective bidders)

SUB: NOTICE (THROUGH GEM PORTAL) FOR ENGAGEMENT OF MANPOWER SUPPLY AGENCY FOR HOUSEKEEPING SERVICES & DATA ENTRY OPERATOR FOR STATE OFFICES & AREA OFFICES UNDER ZONAL OFFICE BHOPAL.

Dear Sir/Madam,

Tenders are invited through e-tender process via GeM PORTAL from parties having experience of similar jobs for ENGAGEMENT OF MANPOWER SUPPLY AGENCY FOR HOUSEKEEPING SERVICES & DATA ENTRY OPERATOR FOR STATE OFFICES & AREA OFFICES UNDER ZONAL OFFICE BHOPAL. The Contract shall initially be valid for a period of Two years, further extendable on the same rates, terms and conditions for a period of 01 year as per mutual consent, subject to satisfactory performance.

Tender Document can be obtained from the office of the undersigned at a cost of **Rs.1000/-** deposited through digital means directly to NFL's bank account with SBI, Mahavir Nagar, Bhopal (SBI CC No.10107898395, IFSC: SBIN0003867) along with intimation of the banks transfer reference number in favour of "National Fertilizers Limited" payable at Bhopal from _____ onwards on all working days. Tender Document can also be downloaded from NFL's website www.nationalfertilizers.com and **GeM Portal** and the cost of Tender Document **Rs.1000/-** shall be transferred through digital means directly to NFL's bank account with SBI, Mahavir Nagar, Bhopal (SBI CC No.10107898395, IFSC: SBIN0003867) along with intimation of the banks transfer reference number before the scheduled date and time of opening of Techno-commercial Bid.

The bid shall be submitted through online mode. For details, please read Instructions to Tenderers (**Annexure-B** of tender document).

Schedule of tender is given below:

Date of issue of tender	As per Bid specification uploaded on GeM
Date and time of submission of e-tender	As per Bid specification uploaded on GeM
Date and time for opening of Technical Bid	As per Bid specification uploaded on GeM
Date and time for opening of Price Bid	As per Bid specification uploaded on GeM

Tenders shall be opened at **Zonal office, National Fertilizers Limited, A/A-2, Office Complex, Gautam Nagar, Bhopal.**

For detailed terms and conditions, refer to the Tender Document or NFL's website "www.nationalfertilizers.com and **GEM Portal**". In future, any Corrigendum relating to this tender shall be displayed on our website only.

(VK Thakur)
Officer (HR)

(Seal & Sign. Of Tenderer)

Ref. No.: NFL/ZO/BPL/HR/HK/2024/

Date: 20/02/2024

To

(All the Interested and Prospective bidders)

SUB: NOTICE (THROUGH GEM PORTAL) FOR ENGAGEMENT OF MANPOWER SUPPLY AGENCY FOR HOUSEKEEPING SERVICES & DATA ENTRY OPERATOR FOR STATE OFFICES & AREA OFFICES UNDER ZONAL OFFICE BHOPAL.

Dear Sir/Madam,

Open Tender Enquiry through e-tender (GEM PORTAL) is floated by NFL "FOR ENGAGEMENT OF MANPOWER SUPPLY AGENCY FOR HOUSEKEEPING SERVICES & DATA ENTRY OPERATOR FOR STATE OFFICES & AREA OFFICES UNDER ZONAL OFFICE BHOPAL.

1. Tender document can also be downloaded from NFL's website www.nationalfertilizers.com under Open Tenders Category.
2. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender document. In case, any corrections, additions or alterations in the downloaded tender document are made, such tender shall summarily reject.
3. Earnest Money Deposit (EMD) of **Rs.1,00,000/- (One lakh Only)** should be submitted through digital means directly to NFL's bank account with SBI, Mahavir Nagar, Bhopal (SBI CC No.10107898395, IFSC: SBIN0003867) along with intimation of the banks transfer reference number before the scheduled date and time of opening of Techno-commercial Bid.
4. As per NFL/GoI guidelines there has been reduction in quantum of various deposits by contractors in Government contracts, i.e.
 - i) Performance security- Performance security to be charged at 05 % of the value of the contract.
5. The bid shall be submitted through online mode. For details, please read Instructions to Tenderers (Annexure-B of tender document).
6. Before submitting their Tenders, the Tenderers are advised to go through the following very carefully:
 - i) Eligibility Criteria (Annexure-A);
 - ii) Instructions to the Tenderers (Annexure-B);
 - iii) General Terms and Conditions of the Contract (Annexure-C);
 - iv) Special Terms and Conditions of the Contract & Scope of Work (Annexure-D);
 - v) Schedule of Quantities & Rates (Annexure-J).

7. **Schedule of tender** is given below:

Date of issue of tender	As per Bid specification uploaded on GeM
Date and time of submission of e-tender	As per Bid specification uploaded on GeM
Date and time for opening of Technical Bid	As per Bid specification uploaded on GeM.
Date and time for opening of Price Bid	As per Bid specification uploaded on GeM

8. Tenders shall be opened on GeM Portal at Zonal Office, National Fertilizers Limited, A/A-2, Office Complex, Gautam Nagar, Bhopal through GEM portal.

9. All the Bids received shall be opened on the date and time mentioned above in the tender document. Price Bid of the bidders shall be opened on a subsequent date through process of e-tendering, which will be notified to such bidders on line. The sequence of opening shall be:

- i) Earnest Money Deposit (EMD)
- ii) Technical and Commercial Bid
- iii) Price Bid

10. Any tender received without Earnest Money in the form as specified in tender document shall not be considered and shall be summarily rejected.

11. NFL reserves the right to cancel the tender before submission / opening of tenders, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reasons thereof.

12. This Tender as issued is non-transferable.

13. This letter shall form part of the contract and shall be signed and stamped by the Tenderer on each page and submitted through online tendering system (GeM PORTAL).

Yours faithfully,
For National Fertilizers Ltd.,

(VK Thakur)
Officer (HR)

Encl.: As above.

TENDER DOCUMENT

FOR

“FOR ENGAGEMENT OF MANPOWER SUPPLY AGENCY FOR HOUSEKEEPING SERVICES & DATA ENTRY OPERATOR FOR STATE OFFICES & AREA OFFICES UNDER ZONAL OFFICE BHOPAL.

PARTICULARS	PAGES		REMARKS
	FROM	TO	
Eligibility Criteria	07	09	Annexure - A
Instructions to the Tenderers	10	13	Annexure - B
General Terms and Conditions of the Contract	14	22	Annexure - C
Special Terms and Conditions of the Contract	23	29	Annexure - D
Format of Security Deposit-cum-PBG	30	--	Annexure - E
Acceptance Letter	31	--	Annexure - F
Declaration (to be submitted in Rs 50/- affidavit)	32	--	Annexure - G
Tenderers' profile (Declaration)	33	--	Annexure - H
Details of contracts executed / existing contracts	34	--	Annexure - I
Schedule of Quantities & Rates	35	--	Annexure - J
List of tentative deployment of manpower	36		Annexure - K
List of NFL officials & address of offices under Bhopal zone	37		Annexure - L
An Affidavit in original on Non-judicial Stamp Paper of Rs. 100 value attested by Notary	38		Annexure - M
An Affidavit in original on Non-judicial Stamp Paper of Rs. 50 value attested by Notary	39		Annexure - N
DECLARARTION FORM-I	40		Annexure - O

Tender Submitted by

Signature _____ Date _____
 Name of Tenderer _____
 Name of Firm _____
 Full Address _____

 Telephone, Fax & Mobile No. _____
 Website details, if any _____
 Email Address, if any _____

Note: The Tenderers shall satisfy themselves before submitting that no page or document listed above is missing from their Tender.

ELIGIBILITY CRITERIA**ANNEXURE-A**

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	a) The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc. and	<ul style="list-style-type: none"> • In case of sole proprietorship, the bidder shall submit affidavit on non-judicial stamp paper of appropriate value in original, duly attested by notary regarding status / style of the business entity as per Annexure-M • 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.
2	b) Affidavit as per Annexure-N on Non judicial paper in original and Power of Attorney / Authorization,	<ul style="list-style-type: none"> • Affidavit in original • The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary /Magistrate in case of Sole Proprietor / Partnership Firm/Company or Authorization(backed by Board Resolution) in case of a Company in favour of a person who has signed the tender documents on behalf of tenderer / Firm / Company.
3	a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No. b) Declaration / Disclosure regarding any relation(s) with employees of NFL, Downloading of tender forms from NFL website etc.	The bidder shall submit Declaration O & H with self-attested copy of related documents wherever required like 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.
4	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. Definition of “ SIMILAR WORK ” Similar works means	The bidder shall submit a copy of Purchase/Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following a) Three similar completed works each costing not less than 40% amount of the estimated cost of work 54.95 lakhs. (With performance / completion certificate) i.e. 21.98 lakhs. OR b) Two similar completed works each costing not less than 50% amount of the estimated cost of work 54.95 lakhs. (With performance/ completion certificate) i.e. 27.48 lakhs. OR c) One similar completed work costing not less than 80% amount of the estimated cost of work 54.95 lakhs. (With performance / completion certificate) i.e. 43.96 lakhs. Copies of Work orders in support of the above with full

		technical scope of work & commercial details including work order value along with the completion certificate from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion.
5	Average Annual financial turnover of the bidder during the last 3 years ending 31st March of the previous financial year should be at least 30% of estimated cost for One year i.e Rs.16.48 lakhs.	Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c for the last three financial years ending on 31st March of the previous financial year. (i.e. FY 20-21,2021-22 & 2022-23). 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 by Statutory Auditor / practicing Chartered Accountant as documentary evidence in support thereof.
6	The Registered Office or one of the Branch Offices of the bidder should be located in Bhopal	In support of above, documentary evidence, in the form of self-attested copy of Registration Certificate under The Shops & Establishments Act, as applicable, must be submitted.

NOTE:

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

2. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be reworked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share **30%, 30% & 40%** respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

3. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s). on the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

4. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

5. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

6. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking

away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

7. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

8. In case company A is merged with company B, then company B would get the credentials of company A also.”

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

INSTRUCTIONS TO THE TENDERERS

For participating in this tender online, the following instructions are to be read carefully:

A. INSTRUCTIONS FOR ON LINE TENDERING SYSTEM (E-TENDER):

1. **Mode of Tendering: National Fertilizers Ltd., Zonal Office, Bhopal has decided to line up a contract for the subject work through e-tendering mode (GeM PORTAL) under TWO PART BID system.** The tender document will be posted on our E-Tender Portal from where the Tenderer(s)/Bidder(s) will be able to download the tender document for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.
2. **The tender shall be made through e-Tendering process through GeM PORTAL.**
3. No oral, email, telephonic, telegraphic tenders or tender submitted in hardcopies/physical form will be entertained.
4. Tenderers are requested to read the terms and condition of the tender thoroughly along with General Terms and condition & Instructions to Tenderers etc. as given in Tender Document.
5. The Tenderers must submit/upload online one set of tender documents duly digitally signed by using digital certificates in token of acceptance of all the terms and conditions along with their techno-commercial bid failing which their tender may not be considered.
6. **The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening and subsequent clarification / corrigendum shall be published on e-tendering portal, i.e. GeM and NFL website.**
7. Tenderer(s) / bidder(s) are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender document before proceeding for preparation of Online Bid/ e-Tendering.
8. No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
9. Procedure For Bids: The bidders shall upload duly signed copies of their bids / Documents in the following manner:
 - i. Submission / uploading of EMD
The EMD amount shall be transferred through digital means directly to NFL's bank account with SBI, Mahavir Nagar, Bhopal (SBI CC No.10107898395, IFSC: SBIN0003867) along with intimation of the banks transfer reference number and date.
 - ii. Uploading of Tender document duly signed by the Tenderer(s) / Bidder(s)
Before uploading, the tenderer / bidder shall sign each page of the tender document along with undertaking duly signed by the tenderer in token in acceptance of the terms and conditions contained therein.
 - iii. **Apart from uploading the full set of duly signed tender document, the bidder should also ensure uploading of (1) Technical Bid documents (Page Nos. 1 to 38 of the Tender Enquiry), (2) MSMED declaration (if applicable) & (3) an Affidavit on Non-Judicial Stamp Paper of Rs 50/- duly attested by Notary as per Annexure:-N.**

Note: Affidavit as above in electronic form along with details of prescribed EMD should be uploaded in GeM PORTAL before due date of opening of e-tender.

- iv. Submission of price bid as per "Schedule of Quantities & Rates"

The price details as per format of "Schedule of Quantities & Rates" given in **Annexure-J** shall be uploaded by the tenderer / bidder.

10. **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:

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

11. On the scheduled date of opening, Technical and Commercial Bid shall be opened & examined. The bids found responsive and techno-commercially acceptable shall only be considered for further opening of the Price Bids (i.e. Schedule of Quantities & Rates). Price Bids of the eligible bidders only will be opened on date & time to be intimated later. Decision of NFL in this regard shall be final and binding on all bidders.

B. GENERAL INSTRUCTIONS:

1. Tenderers are advised to visit and inspect the sites as per **Annexure-L** on any working day to collect all information that will be necessary for preparing the Tender and entering into a Contract for the services to be rendered. The Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
2. Submission of a Tender by a Tenderer implies that he has read the Tender Document and Instructions and all other Contract Documents and has made himself aware of the scope and specifications of the works to be performed, local conditions and other factors having a bearing on the execution of the works under the Contract.
3. The tender document shall remain the property of NFL and if obtained by one intending tenderer, shall not be utilizable by another without the consent of NFL.
4. **Earnest Money Deposit (EMD):**
 - a. Earnest Money Deposit (EMD) of **Rs. 1,00,000/- (One lakh only)** should be submitted through digital means directly to NFL's bank account with SBI, Mahavir Nagar, Bhopal (SBI CC No.10107898395, IFSC: SBIN0003867) along with intimation of the banks transfer reference number before the scheduled date and time of opening of Techno-commercial Bid.
 - b. The Earnest Money shall be refunded to the unsuccessful Tenderers after finalization of the contract. Earnest Money of successful Tenderer will be converted into Security Deposit. No interest will be payable on the Earnest Money Deposit.
 - c. EMD of the successful tenderer shall be forfeited if the successful tenderer fails to commence work within seven (7) days of handing over of the job at site / letter of acceptance in this behalf from NFL or such extended period as may be permitted by the Officer-in-charge for the purpose.
5. **Security Deposit (SD):**
 - a. **The Security Deposit is 05% of the contract value. After adjusting the EMD, the balance amount will be deducted @ 05% of running account bills till total security deposit becomes 05% of the contract value. Security Deposit will be refunded to the Contractor after successful completion of the contract period and defect liability period of six months. No interest will be payable on the Security Deposit.**
 - b. **The performance security is fixed at 05% of the contract value as per GoI circular no. F.1/2/2023-PPD dtd. 03.04.2023.**

- c. Alternatively, the successful tenderer can provide Performance Bank Guarantee in the prescribed form of any Scheduled Bank excluding Gramin / Co-operative Banks (as per format given in **Annexure-E** for the faithful and proper fulfillment of the contract.
- d. The Bank Guarantee should be valid for a period of twenty-four months plus six months claim period. The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through supplier.
6. The Tenderer should quote rate(s) in figures as well as in words. All rates shall be quoted in the prescribed proforma. In case of difference of rates in figures and words, the rates quoted in words shall prevail. The amount of each item shall be worked out and the requisite totals should be given. Special care should be taken to write rates in figures and words only. The total amount shall be written both in figures and in words. In case some discrepancies are found between the rates given in words & figures of the amount shown in the tender, the following procedure shall be followed:
 - a) When there is difference between the rates in figures & words, the rate, which corresponds to the amount worked out by the tenderer, shall be taken as correct.
 - b) When rate quoted by the tenderer in figures & words tallies but the amount is incorrect, the Unit rate quoted by the tenderer shall be taken as correct.
 - c) When it is not possible to ascertain the correct rate in the numbers prescribed above the rate quoted in words shall be adopted.
 - d) All errors in totaling in the amount column and in carrying forward total shall be corrected.
7. All rates shall be quoted on the tender form.
8. In case of item rate tenders only the rates quoted shall be considered. Any tender containing percentage below or above the rates quoted is liable to be rejected.
9. The Tender for the works shall not be witnessed by a Contractor or Contractors who himself / themselves has / have tendered for the same works. Failure to observe this condition shall render the Tenders of the Contractor tendering as well as of those witnessing the Tender liable to rejection.
10. Tenders, which do not fulfill all or any of the conditions laid-down in Tender Document or stipulate additional conditions, shall be liable to be rejected.
11. NFL do not bind themselves to accept the lowest or any tender or to give any reasons for their decision.
12. NFL reserves to themselves the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at his quoted rates. If he fails to do so, earnest money will be forfeited.
13. Applicable G.S.T. shall be paid extra. All other taxes and levies in respect of this contract shall be payable by the Contractor and NFL will not entertain any claim, whatsoever, in this respect. Tenderer shall quote all prices, including all liabilities. In the event of non-payment / default in payment of statutory obligations on the part of the Contractor, NFL reserves the right to withhold the amount payable to the Contractor and make payment to the concerned authorities or to the labourers as may be applicable.
14. Tenderers must give their postal address as well as their residential address and telephone / fax / mobile number(s). Tender will be rejected if the Tenderers cannot be contacted after reasonable search and the Earnest Money Deposit will be forfeited by NFL.
15. The Tenderer shall sign on every page of the Tender Document in token of acceptance of NFL's conditions and for the purpose of identification.
16. Tender shall be forwarded under cover of a letter typewritten on the Tenderer's letterhead and duly signed and stamped by the Tenderer himself or duly authorized Principal of the Tenderer. No oral, telegraphic or telephonic Tenders or modification thereto shall be considered.
17. Tenders containing erasers and alterations of the Tender Document are liable to be rejected unless these are authenticated by the person signing the Tender Document.
18. When the Tender submitted is not in the name of an individual, the Tender shall disclose the nature, constitution and registration of the Tendering Firm and shall be signed by a person or persons duly

authorized by the Firm by means of a legal document / Power of Attorney, a duly certified / notarized copy of the same shall be attached with the Tender.

19. All the Bids received shall be opened on the date and time mentioned above in the tender document. Price Bid of the bidders shall be opened on a subsequent date through process of e-tendering, which will be notified to such bidders on line. The sequence of opening shall be:
 - i) Earnest Money Deposit (EMD)
 - ii) Technical and Commercial Bid.
 - iii) Price Bid.
20. Once the Tenderer has given an unconditional acceptance to NFL's Tender conditions in its entirety, he / she is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the Tender, failing which NFL shall, without prejudice to any other right or remedy, be at its liberty to forfeit the EMD absolutely.
21. Tenderers who have deposited the requisite EMD and unconditionally accept NFL's Tender conditions shall be considered for the present work.
22. In case the condition 21 mentioned above is found to have been violated after opening of Price Bid, the Tender shall be summarily rejected and NFL shall, without prejudice to any other right or remedy, be at its liberty to forfeit the EMD absolutely.
23. The Tender Document and Instructions to the Tenderers shall form part of the Contract.
24. **Period of Contract:** The Contract shall initially be valid for a period of **Two years**, further extendable on the same rates, terms and conditions for a period of one year as per mutual consent on satisfactory performance.
25. **Fraud and Corruption:** NFL will reject a proposal for award of Contract if it determines that the Tenderer or the Contractor, recommended for award of Contract, has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract.
26. **Termination:** The Contract shall be liable to be terminated in accordance with the provisions under Para (11) of General Terms & Conditions of the Contract.

This document shall form part of the Contract and shall be signed and stamped by the Tenderer on each page and submitted through online tendering system.

(V.K Thakur)
Officer (HR)

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. **Contract Sum:** The term “Contract Sum” means:
 - a. This is an Item Rate Contract.
 - b. The cost of work will be arrived at after multiplication of the quantities shown in the Schedule of Quantities and Rates by the Item Rates quoted and agreed by the Contractor for the various items, in case of Item Rate Contract.
2. **Job:** The term “Job” means the works specified in the “Scope of Work”.
3. **NFL** shall mean National Fertilizers Limited with its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi - 110 003 and its Zonal Marketing Office at A/A-2, Office Complex, Gautam Nagar, Bhopal (M.P).
4. **Contractor** shall mean the Individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or persons composing such firm or company or the Successors of such individual, firm or company and the permitted assignee(s) of such individual or firm or company.
5. **Officer-in-charge** shall mean the Officer designated by NFL who shall supervise and be in-charge of the work and issue necessary instructions at site on behalf of NFL.
6. Tenderer shall clearly indicate rates of individual items in figures and words. In case of difference of rates in figures and words, the rates quoted in words will be treated as final. The Tender Document issued by NFL indicate whether the rates are called for individual item or on percentage basis on overall estimated rates or on lump sum basis and tenderer is required to quote accordingly.
7. Tenderers shall strictly conform to the scope of work; specifications; schedule of quantities and rates; general and special terms and conditions of the contract, if any; and any other matter contained in the Tender Document issued by NFL.
8. The bidders should check for any omission or incompleteness in the Tender Form. If the Tender Form is not so filled-in and completed, the bidder shall request NFL to have this done before he completed and delivered his bid.
9. In case of breach of any terms and conditions attached to the contract, the Security Deposit of the Contractor will be liable to be forfeited by NFL besides termination of the contract.
10. **Fraud and Corruption:** The Tenderers, Bidders, Contractors should observe the highest standard of ethics during procurement and execution of Contracts. NFL will reject a proposal for award of Contract if it determines that the Tenderer or the Contractor, recommended for award of Contract, has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract in question. For the purpose of this provision, the terms are defined as set forth below:
 - (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (c) “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, no competitive levels; and
 - (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect to execution of a contract.
11. **Termination:** 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 Officer-in-charge may without prejudice to his rights 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 of the Contract has or has not elapsed, by intimation, in writing, absolutely determine the Contract.

- 11.1 Default or failure by the Contractor of any of the obligations under the Contract including, but not limited to, the following shall be the basis of taking action under the Clause of the Contract:
- a. Failure to provide at each job site sufficient labour, material, equipment, machinery, temporary work and facilities required for the proper and / or due execution of the work or any part thereof.
 - b. Failure to execute the work or any of them in accordance with the Contract.
 - c. Disobedience of any order or instructions of the Officer-in-charge.
 - d. Negligence in carrying out the works or if the performance is found to be unsatisfactory by the Officer-in-charge.
 - e. Abandonment of the works or any part thereof.
 - f. Failure to execute the Contract in terms of the Work Order issued by NFL within seven (7) days of notice in this behalf from NFL.
 - g. If the Contractor is incapable of carrying out the work.
 - h. If the Contractor or any of his employee(s) commits misconduct in any manner.
 - i. If the Contractor or any person employed by him makes or offers to pay to employee(s) of NFL, for any purpose connected with the Contract, any gift, gratitude, royalty, commission, gratification or other inducement(s), whether monetary or in any other form.
 - j. If the Contractor has any relation in the Company, but he has concealed the fact(s) and has not furnished the relevant information(s).
 - k. If NFL determines that the Tenderer or the Contractor, recommended for award of Contract, has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract in question.
 - l. If the contractor shall assign or attempt to assign his interest or any part thereof in the contract to any other party.
- 11.2 In case of occurrence of any of the above incidents mentioned at Para 11.1(a) to 11.1(l), the Security Deposit of the Contractor shall be forfeited. Further, NFL reserves the right to award the contract to any other selected Tenderer(s) or get the jobs, left by the Contractor, done from any other agencies at the risk and cost of the Contractor. The excess expenditure incurred on this account plus 25% extra as administrative cost, will be recovered by NFL from the Security Deposit or pending bill(s) of the Contractor or by raising a separate claim.
- 11.3 The Contract shall also be liable to be terminated in case of:
- 11.4 Any change in the constitution of the Contractor (if a Firm) or circumstances or organization of the Contractor, which is detrimental to the interests of NFL.
- 11.5 Dissolution of the Contractor (If a Firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the Contractor (If a Company) or appointment of a Receiver or Manager of any of the Contractor's assets or insolvency of the Contractor (if a Sole Proprietorship Firm) or insolvency of any partner(s) of the Contractor (if a Partnership Firm).
- 11.6 Distress, execution or other legal process being levied on or upon any of the Contractor's goods and / or assets.
- 11.7 Death of Contractor (if an individual).
- 11.8 The decision of the Officer-in-charge as to whether any of the events / contingencies mentioned in aforesaid Clauses entitling NFL to terminate the Contract has occurred shall be final and binding upon the Contractor and shall be non-obligation. The reason for the termination stated in the notice of termination shall be final and binding upon the Contractor and shall not be arbitrable.
12. NFL reserves the right to terminate the contract without assigning any reason by serving one month's notice, in writing.
13. **Submission of Bill:** A bill in duplicate along with the wage sheets, EPF & ESI statement shall be submitted by the Contractor each month on or before the date fixed by the Officer-in-charge for all works executed in the previous months and the Officer-in-charge shall take or cause to be taken the requisite

measurement for the purpose of having the same verified and the claim as far as admissible be adjusted. Payment of the running bill shall be released after satisfactory completion of the job for the work actually done within 30 days of the submission of the bill by the contractor.

14. Payment:

- (a) The payment against running bills shall be made after deducting all applicable statutory levies. Payment against the running account bills shall be released to the contractor after verification of the bill by the Officer-in-charge and checking of the bill by Accounts Deptt. within 30 days from the date of submission of the **Offline bill** complete in all respects by the contractor.
- (b) Contractor has to submit proof of payment i.e. bank account statement (previous month) made to contract workers along with succeeding monthly bills.
- (c) NFL shall not entertain any claim from the contractor, if the payment gets delayed due to sorting out of the discrepancies, if any, in the bill.
- (d) Contractor will receive payment through Electronic Funds Transfer (EFT) / RTGS Process. For this, contractor may submit his bank particulars, i.e. Contractor's Name, Name of the Bank, Bank Account No. (All digits in case of CBS branches), Place of Branch, Branch Code, IFSC Code, etc. to enable NFL to release payment accordingly. All bank charges will be to contractor's account.

15. Penalty: Penalty shall be applicable / imposed as per Clause No.09 of the Special Terms & Conditions of the Contract (**Annexure-D**).

16. Income Tax: Income Tax shall be deducted from the bill(s) of the Contractor as per Income Tax Act, 1961. PAN No. may be submitted by the Tenderer.

17. Payment of Taxes and Duties:

- (a) Applicable GST for the work under the present Contract shall be payable extra as per Govt. rules. Liability of NFL shall be restricted to the amount of GST only and any interest / penalty etc. shall be to the contractor's account. GST Registration No. is to be provided by the Tenderer.
- (b) TDS under GST shall be deducted from bill(s) of contractor as per relevant CGST/SGST/IGST/ UTGST Act, 2017.
- (c) The contractor will be responsible for the payment wherever applicable at his own cost all taxes, turnover tax, toll tax, sales tax, royalty, cess levy and any other tax or duty which may be specified by Local / State / Central Govt. from time to time for the execution of this work.
- (d) In the event of any tax or a statutory levy being imposed concerning the contract, after the contract has been entered into, the liability for the same shall be borne by NFL.
- (e) Statutory deductions on account of Income Tax, Gst, etc. at source (i.e TDS-IT, TDS-GST, TCS and TDS194Q) plus surcharge thereon (if any), at the applicable rates of the Gross Value of the Bill shall be made from contractor's bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India."
- (f) The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the SAC code of services/item and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). Bidder /Vendor shall have valid GSTIN/GST, Provisional ID and provide Invoice/bill etc.) in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relations to payment of GST. If the GST amount claimed in the invoice is not reflected in the GSTR 2-B, the same shall be withheld and released only when ITC can be availed as per the CBIC notification No. 39/2021 dated 21.12.2021.

18. Firmness of Rates:

- (a) **Bid Validity:** The rate quoted by the tenderer must be firm and valid for a minimum period of 120 days (One hundred and twenty days) from the due date of opening of Tender. The Tender once accepted cannot be withdrawn and in the event of such withdrawal and / or non-execution of work / job, the Earnest Money Deposit shall stand forfeited without any intimation. No escalation on the rates quoted and accepted during the Contract period will be allowed.

- (b) However, the Officer-in-charge, by notice, in writing, will be at liberty to cancel his order to carry out such items of work and arrange to carry it out in such a manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under this Clause.
- (c) The rates specified in the tender shall include all type of taxes, levies, duties, royalties, etc. in pursuance of the contract, trade or business; wages and statutory contributions / obligations in respect of labour deployed by the contractor; and profit, cost of transportation, insurance, overheads, etc. as may have to be incurred by the contractor for getting the necessary material / reproductive material at site and nothing beyond quoted / agreed rates shall be payable to the contractor on any account. The rates shall remain firm and no variation shall be allowed on any account during the period of the contract.
- (d) Any item for which rate is not available as per the Schedule of Quantities and Rates, the same shall be worked out on market rates.
19. **Safety Code, Labour Camps, Sanitary Arrangements, wherever applicable:**
- (a) The Contractor shall follow the safety code and model rules for the protection of health and sanitary arrangements for his workers as prescribed by CPWD as regard to safety code and first aid facilities. In case the Contractor fails to make the aforesaid arrangement, NFL shall be entitled to do so at the risk, responsibility and cost of the Contractor.
- (b) The Contractor shall at his own expenses arrange for the safety provisions as per safety code framed from time to time by CPWD and shall at his own expense provide for all facilities in connection therewith. For non-provision of such facilities, the Contractor shall be liable to pay penalty as prescribed under the rules for such default.
20. **Works to be open to inspection:** All work under or in course of execution or executed in pursuance of the Contract shall at all times be open to inspection and supervision of the Officer-in-charge / Supervisor looking after the contract. The Contractor shall ensure that, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Officer-in-charge or his subordinates to visit the works shall have been given to the Contractor, either himself or a reasonable agent duly accredited by him, in writing, be present at site for joint inspection and / or to receive orders and instructions. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.
21. The Officer-in-charge shall have power of general supervision and direction of the work. He has authority to stop the work. He shall also have the authority to inspect and reject the materials, which do not conform to the specification or are not of standard make / brand.
22. **Contractor to Supply Labour:**
- (a) The Contractor shall provide at his own cost all labour for proper execution of the work and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of entirely satisfying the Officer-in-charge. Contractors failing to provide the same, the Officer-in-charge may provide the same at the expenses of the contractor.
- (b) The personnel employed shall be of sound health, be mentally alert and physically fit. The Contractor shall be bound to change the personnel deployed if any of them is considered unsuitable by NFL and decision on this account shall be final and binding on the Contractor without any questioning.
- (c) All personnel deputed will be outfitted by the Contractor and they shall be in proper work dress.
- (d) Contractor shall not employ in connection with the work, any person who has not completed eighteen years of age.
23. **Labour Licence, wherever applicable:** The Contractor whose Tender is accepted, shall obtain a License, valid and applicable for the subject Contract, from the prescribed Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract (Regulation & Abolition) Central Rules, 1971 within thirty (30) days of award of work and continue to have a valid License until completion of the work. However, the Contractor shall apply for obtaining Labour Licence immediately after award of work. The Contractor shall ensure obtaining Labour Licence and submitting a copy thereof to NFL at the earliest possible and in any case within a period of thirty (30) days from the date of award of work.

24. **EPF Registration:** The successful tenderer shall have to obtain / submit EPF Registration Certificate under the EPF & Misc. Provisions Act, 1952 at the earliest possible and in any case within a period of thirty (30 days) from the date of award of work.
25. **Compliance of Statutory Obligations, wherever applicable:** The Contractor shall abide by the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Abolition and Regulation) Central Rules, 1971 and shall also comply with all other Statutory Laws, Labour Laws, Acts and Rules made by the Appropriate Government, which are or may be applicable to the subject contract and / or contract labour during the currency of the contract. The Contractor shall also comply with all other applicable statutes.
26. **Insurance:** The contractor shall at his own expense carry and maintain insurance as per the State Insurance Act, 1948 wherever applicable for its employees or employees of sub-contractor and shall indemnify and keep NFL harmless from any liability whatsoever on this account.
27. **Payment to contract labour, wherever applicable:** The Contractor shall pay to the staff employed by him under the Contract wages not less than the minimum wages in accordance with the notification issued by Appropriate Government from time to time (**Central Government as per existing law**). The Contractor shall obtain the signature or thumb impression of the worker concerned against the entries relating to him on the Wage Register and entries shall be authenticated by the initial of the Contractor. The Contractor shall disburse payment of wages in full for the preceding month to his employees on or before 7th day of the following month positively in presence of NFL Representative, failing which the Principal Employer (NFL) shall reserve the right to 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 the contract or as a debt payable by the Contractor.
28. In case of non-payment of wages or any other dues of an employee engaged by the contractor, the owner reserves the right to recover the amount equal to such dues of any individual worker/workers as the case may be from his bills & pay to the employee concerned.
29. **Maintenance of records:** The Contractor will be singularly responsible for maintenance of Registers and Records, i.e. Muster Roll, Register of Wages, Register of Overtime, Register of Fines, Register of Advance, Wage Slip, etc., under various Labour Laws.
30. The Contractor will furnish a Certificate along with the monthly bill(s) that he has complied with all statutory obligations as are applicable in the Republic of India.
31. **Security Check:** The security personnel are authorized to check the belongings of the employees of the Contractor while entering and leaving the office premises for security reasons.
32. **Removal of Person:** The Officer-in-charge may require the Contractor to remove from the site of the work any person(s) in the Contractor's employment who may be found to be inefficient or incompetent and the Contractor shall forthwith comply with such requirements / instructions at his own costs, risks and responsibilities immediately, with written intimation to NFL.
33. **Conduct of contractor's employees:** The Contractor must maintain discipline and peace at the place of work. He will ensure that the personnel employed by him do not commit any misconduct or engage in any undesirable activities within or outside NFL premises. Employees of the Contractor shall maintain decent and cordial behavior with the employees of NFL. The contractor shall be fully responsible about the conduct of his employees. If it is found that the conduct of any person(s) employed by him is not satisfactory, the Contractor shall have to remove the person concerned and engage a new one. The decision of Officer-in-charge in this regard shall be final and binding on contractor.
34. **Indemnity:**
 - (a) The Contractor shall at all times indemnify NFL against all claims, damages, losses or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Shops and Establishments Act or any modification thereof or any other law relating thereto and rules made thereunder from time to time or otherwise 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. NFL will not own any responsibility in this regard. In every case in which by virtue of provision of the ESI Act, 1948 or any other Law for the time being in force, NFL is obliged to pay compensation to any person whether employed by the contractor (for execution of the

- work) or not, NFL will recover the amount of the compensation so paid from the Contractor's bill(s) / Security Deposit.
- (b) While carrying out the jobs the Contractor shall ensure that utmost care is taken by his staff that property of NFL is not damaged. Loss or damage of any material or property either through theft or negligence or otherwise due to Contractor's personnel shall be recoverable / made good by him at his own cost. He shall indemnify NFL against all losses and damages due to its employees engaged at site. NFL reserves the right to claim adequate, suitable and commensurate compensation from the contractor on account of any damage caused to any plant and equipment of NFL due to any act of omission / commission / negligence on the part of the Contractor during the execution of the contract.
- (c) The contractor shall indemnify and legally protect NFL and / or its employees against all claims, actions, proceedings, demands, costs and expenses, causes of action or suits arising out of or incidental to and / or consequent upon the services provided by the contractor under the contract or due to the failure of the contractor in the performance of his obligation under the terms of the contract.
- (d) The personnel employed by the Contractor will be the employees of the Contractor only and shall be the sole responsibility and liability of the Contractor. All expenses in connection with their employment shall be borne by the Contractor. The Contractor shall also provide at his cost all applicable statutory benefits, to the persons employed by him and NFL will not have any liability whatsoever on this account. NFL will have the right to ask for documentary evidence in this regard.
- (e) NFL shall not bear any responsibility or liability whatsoever concerning the Contractor's employees and will not be responsible for wages and dues payable to the employees of the Contractor. The employees of Contractor will not raise any dispute with NFL in respect of wages / terms and conditions of employment / service conditions and shall not put any claim for employment with NFL. The contractor shall indemnify and legally protect NFL and / or its employees against all claims, actions, proceedings, demands, costs and expenses, causes of action or suits arising out of or incidental to and / or consequent upon the services provided by the contractor under the contract or due to the failure of the contractor in the performance of his obligation under the terms of the contract.
- (f) The Contractor shall be fully responsible for theft, burglary, fire or any other mischievous deeds done by his worker(s). The Company shall have the right to require him to pay the cost for such missing / damaged materials / property and he shall make good, without any demur or objection, on receipt of a written demand from the Company or shall be recovered from his bill(s) / Security Deposit.
- (g) In case of accident/death/disability or any kind of damages, all kind of liability related to contractor's employees and third party also, the contractor shall be fully responsible, NFL shall not bear any responsibility whatsoever concerning the contractor's employees and third party also.
35. **Works to be carried out under the direction of Officer-in-charge:** All works shall be executed subject to the approval in all respect of the Officer-in-charge who shall be entitled to direct at what point or points and in what manner these are to be commenced and carried out from time to time.
36. **Agreement:** The successful bidder would be required to enter into an Agreement with National Fertilizers Limited on non-judicial **stamp paper of Rs.500/-** cost of which is to be borne by him. Till such time formal agreement is entered into between the Contractor and NFL, the communication from NFL conveying acceptance of the Tender of the bidder, shall be treated as the Agreement for the purpose of operation of contract.
37. **Defect Liability Period:** A period of six months from the date of virtual completion of the works shall be deemed as Defect Liability Period. Any defect or other faults arising from material or workmanship, in the opinion of the owner (NFL), not in accordance with the contract, within the defect liability period shall, upon directions of the owner (NFL), in writing, be made good by the Contractor at his own cost within such reasonable period as may be specified therein. NFL shall be under no obligation to accept / entertain any claim / demand whatsoever in this behalf.
38. **Notices:** Any notice, request or consent sought pursuant to the Tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Contractor to whom the communication is addressed, or when sent by speed post, telex, telegram, facsimile, courier or electronic mail to the Contractor.

39. **Arbitration:**

For Indian Parties

Any dispute/s 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 parties. If the dispute is not resolved within in (30) Thirty 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 the National Fertilizers limited through Director/ED.

Where the claim including determination of interest, if any, being claimed up to the date of commencement of Arbitration does not exceed Rs. 5 Crore, the reference shall be made to a sole Arbitrator. The parties shall mutually agree on the name of the 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 the Arbitration and Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed up to the date of commencement of Arbitration exceeds Rs. 5 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 the Arbitration and Conciliation Act, 1996.

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

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the dispute/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 Bhopal.

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 the parties.

40. **Jurisdiction:** Notwithstanding the place where the work under this contract is to be executed, it is mutually understood and agreed by and between the parties hereto that the contract shall be deemed to have been entered into between the parties concerned in BHOPAL and the Courts of Law in BHOPAL alone shall have the jurisdiction over all matter concerning this contract.
41. **Force Majeure:** Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence thereof this effect.
42. **Delisting:** In case, the contractor repeatedly fails to perform, causes abnormal delays, supplies sub-standard material, fails to attend to complaints and improve performance within a reasonable time, the party shall be delisted from the approved list / list of pre-qualified parties for a period of two years.

43. **Blacklisting:** In case a party is found guilty of bribery, corruption, dishonesty, mal-practice, submission of forged documents, misrepresentation, fails to refund the amount due to the company, fails to return the balance material issued for execution of the jobs, backs out and does not accept work order, such party(ies) shall be blacklisted.
44. If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging / influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of two years.
45. The tenderer shall quote the price strictly as per the proforma enclosed for schedule of prices. Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.
46. NFL will have the right to issue addendum to Tender Document 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.
47. In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happens to be a holiday / closed day, the tender will be received and opened on the next working day.
48. 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.
49. One person will be allowed to represent only one tenderer during discussions/negotiations with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
50. Bidders may ensure that Tender Document / offer has been signed by appropriate / authorized representative of the Company. Withdrawal of offer /non-acceptance of orders placed based on offers submitted by bidders on their letter head will not be allowed on the grounds that offer was not signed by authorized person.
51. The prospective Tenderers having any common Partners / Directors / Managing Partners etc. or having any other common criteria shall be considered as Sister / Group / Associate Company. In such cases, only one of them will be eligible for participating in the tender.
52. It shall be certified by the tenderer that none of the NFL employee is related to owners / directors. (In case any relative is working in NFL, furnish details separately). 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). It shall be certified by the tenderer that none of blood relation of the owners / directors is participating in this tender in the name of other firm. NFL shall have option to reject the Tender on this ground.
53. No condition or deviation should be mentioned by the tenderer in Price bid. Offers where party has mentioned any condition or deviation in Price bid shall be liable to be ignored without any further reference.
54. NFL reserves the right to accept or reject any quotation in full or in part without assigning any reason thereof. NFL also reserves the right to split and place order on more than one tenderers.
55. Quotations must be legible, clear and free from overwriting / erasures. The tenderer should sign on all cuttings / over writings. Incomplete quotations are liable to be summarily rejected.
56. **Provisions relating to MSMED Act / Make in India:**
 - A. Provisions of Public Procurement (Preference to make in India) order 2017 notified vide Order No. P-45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.
 - A.1 Bidders seeking benefits under purchase preference to make in India (linked with local content) shall have to comply with the provisions specified under the public procurement (preference to Make in India) order 2017. The salient features of which are as under:

- A) Minimum local content: The minimum local content shall ordinarily be 50%.
- B) Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- A.2 In case of procurement for a value up to Rs.10 crore the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or Practicing Chartered Accountant (in respect of Supplier's other than Company) giving the percentage of local content.
- A.3 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for purchase preference under this Order for procurement by any other procuring entity for the duration of the debarment.
- A self-certificate to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.
- B. In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content vendor will be evaluated with 20% purchase preference.
- C. NFL reserve the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises(MSEs) in Public Procurement subject to their meeting of quality and technical specifications.
- To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.
- D. In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference –linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
- D.1 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
- D.2 In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However, the exemption from furnishing Bidding Document fee and Bid security / EMD shall continue to be available to MSE Bidders.

This document shall form part of the Contract and shall be signed and stamped by the Tenderer on each page and submitted through online tendering system.

(V.K Thakur)
Officer (HR)

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

In addition, and furtherance of the foregoing General Terms & Conditions of the Contract, the following Special Terms & Conditions of the Contract shall be applicable and binding between the parties. In case of any conflict between these two sets of conditions, the special terms and conditions shall take the precedence over the general terms and conditions of the contract.

1. SCOPE OF WORK:

The scope of work includes State offices and Area offices under Bhopal Zone. Based on the organizational requirement, as assessed and identified from time to time, the following services will be provided by the successful tenderer:

Sl. No.	Type of Services	Nos.	Category
(i)	Housekeeping Service	8	Unskilled
(ii)	Data Entry Operator	1	Skilled

The number of services mentioned above is indicative and for the purpose of evaluation only. However, personnel for performance of services shall be deployed as per the requirement of NFL from time to time. The number of services can be increased or decreased depending upon the work requirement.

2. The following services are to be performed:**A. HOUSE KEEPING****(i) JOBS TO BE CARRIED OUT DAILY UPKEEP OF**

- a) Entire premises of the office including reception, passage lobbies, utility services areas, stairs, extended balconies, main canteen, sills outside windows, wall terrace, roof and complete upkeep of artificial plants on all floors.
- b) Toilets (ladies/gents) floors, walls, built-in accessories, fittings and fixtures.
- c) Pantry/Pantries, loose items like door mats, firefighting equipment, photos, notice boards, plant boxes, telephone instruments, photocopiers, computers, Almirahs, bookshelf, chairs, tables, side racks etc. Fixtures, hot cases etc.
- d) Exposes surface of built in and removable items like tables, chairs, cabinets, Almirahs, cupboard, racks etc complete.
- e) Low height partitions, jambs, grooves, rebates, glazed & paneled partition, glaze panes, recesses etc complete.
- f) Carpets by vacuum cleaner provided in all the rooms at all floors.
- g) Drains provided in pantries/toilets including upkeep of bottlenecks & sewer, removal of chokes from drain and sewer.
- h) Disposal of rubbish collected by cleaning the area as specified above.
- i) Cleaning of roof top, clearing of weeds etc and clearing of water pipes.
- j) The above jobs are to be completed by 9.00 am positively.

(ii) Additional jobs to be carried out weekly (on Saturdays)-upkeep of.

- (a) Floor of entire office, pantries, exposed areas as well as behind/corner/niches/under the furniture and fixture.
- (b) Glass panes of windows, shutters, door panels, partitions, vision panels, overs, jambs, soffits, mullions, framers, recesses, rebates around the fixture with vacuum cleaner etc.

(iii) In addition to (i) and (ii) above, jobs to be carried out Fortnightly (on 1st and 3rd Saturdays): -

- (a) Wall paneling, high and low partitions of timberwork including top, jambs, soffits, sells, skirting, recesses, grooves, rebates etc. and removing soot, stains oily marks.
- (b) Pallets and curtains with vacuum cleaner at all locations wherever located.
- (c) Electrical fixtures like ceiling/pedestal/wall fans, AC grills, ducts, light, fixtures, electrical gadgets, exhaust fans, refrigerator, water coolers, aqua guards, cleaning of water coolers.

(d) All furniture built in and removable thoroughly.

(iv) In addition to (i) and (iii) above, jobs to be carried out monthly (ever second Saturdays)-

(a) Ceiling, covered beams of entire area including open area removing cobwebs, soot dust accumulations with vacuum cleaners, brushers spraying colorless detergents all of approved quality.

(b) Carpets thoroughly cleaned by vacuum cleaner, removing stains from carpet and removal of dust underneath with vacuum cleaner.

(v) Sanitary items shall be provided by the concerned State Office/ Area Office.

B. Data Entry Operator

- 1) Preparation of daily reports of dispatches (by rail or by road) and stocks availability at each port or office under SO Gujarat.
- 2) Preparation of monthly reports and other reports as and when required.
- 3) Daily entries of availability and dispatches in MMIS / SAP (or any computer-based application) including preparing the stock transfer notes & e-way bills, entry of RR (Railway Receipts) wise wagon details in MMIS, preparation and generating the invoices for every RR / GTRs. Other time bound system entries from the given data in excel or PDF or any other formats to be given from time to time.
- 4) PDF modification of RR and upload in RO module.
- 5) Preparation of railway freight data and other related details.
- 6) Preparation of daily reports for Bags availability at each port or office under SO Gujarat.
- 7) Preparing other data in excel / word / or any other format for record keeping of official work as per the requirement from time to time.

Any other system related data entries, report preparation & other data related work as assigned from time to time.

C. JOBS TO BE CARRIED OUT ON NEED BASIS

- Carrying and/or collection of Dak/article from any office under Bhopal Zone to anywhere in India on actual expenses basis, excluding lodging charges.

- Rs. 200/- per **24 HRS** as food charges shall be paid. Local auto and 2nd sleeper class rail/bus fare shall be paid on production of ticket/evidence.

3. **Working Hours:** Under the contract, working hours for services shall be as under:

Sl. No.	Type of Services	Timings
(i)	Housekeeping Service	Monday to Friday 0930 to 1730 hrs.
(ii)	Data Entry Operator	Monday to Friday 0930 to 1730 hrs.

Note: (1) Services should be provided during normal working hours as indicated above with lunch break from 01.30 PM to 02.10 PM. However, the Contractor may be required to provide services beyond normal working hours and even during Saturday, Sunday & other Gazetted Holidays. For providing services beyond normal working hours indicated above and during Saturday, Sunday & other Gazetted Holidays, the Contractor will be reimbursed payment for the overtime made to the personnel deployed by him as per applicable Labour Laws. That is to say, for any overtime work within 48 normal working hours in a week, the contract personnel shall be paid overtime at ordinary rate of wages, i.e. overtime per hour = minimum wages per day ÷ eight. However, for any overtime work exceeding 48 normal working hours in a week, the contract personnel shall be paid overtime at twice the ordinary rate, i.e. overtime per hour = minimum wages per day ÷ eight × two.

(2) Working hours indicated above are subject to change keeping in view NFL's requirement during the currency of the contract for which notice will be given to the contractor.

4. Contractor must employ adult, skilled and reliable personnel after proper character and police verification only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. The staff employed by the Contractor for performance of the contracted jobs, shall be of sound health, be mentally alert and physically fit. The Contractor shall be bound to change the personnel deployed if any of them is considered unsuitable by NFL and decision of the Officer-in-charge in this regard shall be final and binding on the Contractor without any questioning.
5. List of persons to be deployed for the subject work, mentioning qualifications, experience, age and residential address shall be submitted by the Contractor to NFL. In case of any change in personnel, the same shall be informed to NFL from time to time.
6. **QUOTATION/RATES FOR SERVICES RENDERED:**
 - (a) Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.
 - (b) The rates should be quoted in the Schedule of Quantities & Rates (**Annexure-J**) as enclosed.
 - (c) All charges, such as, wages and other statutory payments admissible to the contract labourers, should be considered while quoting the rates. The rates quoted by the bidder shall be all inclusive, i.e. provisions of all incidental expenses necessary for proper execution and completion of work in accordance with terms and conditions of the tender document, cost of all overheads, supervision, profit, margin, taxes, statutory duty, fee, royalty, insurance or any other tax in respect of the contract.
 - (d) **PRICE VARIATION:**
 - i) Service charges quoted by the contractor shall be firm and valid till the complete execution of the order. No escalation on what-so-ever account shall be paid under this contract.
 - ii) Minimum Wages applicable for various services shall be revised as notified by Central Govt. from time to time during the currency of the contract. For the purpose of this Contract the minimum wages of unskilled, semi-skilled and skilled labour on the date of issue of the tender shall be taken. The contractor shall be responsible for payment of minimum wages as applicable from time to time and compliance of all statutory obligations during the currency of the contract.
 - (e) The quoted rates shall be excluding applicable GST.
7. **COMPLIANCE WITH REGULATIONS:**
 - a) The Contractor shall have its own staff for the contractual jobs. The Contractor shall be responsible for strict compliances of all statutory provisions of the relevant labour laws applicable from time to time for carrying out the above job. If due to any reason whatsoever NFL is made liable to meet any obligation under any of the said laws and enactments etc. for any reason whatsoever, the same shall be recovered from the Security Deposit or the bills payable to the Contractor OR failing which, it shall be recovered as per law.
 - b) The contractor shall discharge obligations as provided under various statutory enactment including the EPF & Misc. Provisions Act – 1952, the ESI Act – 1948, the ID Act – 1947, the Maternity Benefit Act – 1961, the Payment of Bonus Act – 1965, the Contract Labour (Regulation & Abolition) Act – 1970, the Minimum Wages Act – 1948, the Payment of Wages Act – 1936, the Workmen’s Compensation Act – 1923, UP Shops & Establishments Act or any modification thereof and any other relevant Acts, Rules and Regulations enforced from time to time.
 - c) The contractor is responsible for obtaining the **Labour Licence** under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the concerned authority.
 - d) The Contractor shall have his own **PF Code No.** with the RPFC as required under EPF & Misc. Provisions Act, 1952. The contractors shall submit the proof of having deposited PF contribution with RPFC along with monthly bill(s) in the format prescribed under Para 36(B) of EPF Scheme, 1952. The Contractor shall submit separate ECR/Challan for deposition of EPF in respect of personnel deployed under the contract.
 - e) The Contractor shall take care of the health insurance of all the employees and workmen deputed for the subject works. He will have an independent **ESI Code** and ensure coverage of all its workmen deployed under the contract as per Employees State Insurance Corporation Act, 1948/Workmen’s Compensation Act, 1923 and rules framed there under, as applicable, covering the risks of accident at the work place and injury sustained out of and in course of and out of employment.

- f) The contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- g) The contractor is required to maintain registers and records as required under different laws.
- h) **The Contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.**
- i) The contractor shall be solely responsible and indemnify the NFL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- j) The contractor shall indemnify NFL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

8. **PAYMENT TERMS:**

- (a) Payment of bill(s) shall be released to the Contractor after verification of the bill by the Officer-in-charge and checking of the bill by Accounts Deptt. within 30 days from the date of submission of the bill, complete in all respects, by the Contractor. NFL shall not entertain any claim from the Contractor, if payment gets delayed due to sorting out of the discrepancies, if any, in the bill.
- (b) The contractor shall submit with his monthly bill:
 - i. Detailed wages sheet showing list of workmen with their name, No. of days worked during the month, wages admissible, EPF/ESI deductions, net amount payable to each workman, signature of workmen for receiving the wages,
 - ii. Information in prescribed format under Para 36(B) of EPF Scheme,
 - iii. Copy of **separate ECR/Challan** for deposition of EPF/ESI/GST, etc. in respect of workmen deployed, and
 - iv. Undertaking that the Contractor has complied with all the statutory requirements relating to the services rendered by him under the Contract during the corresponding month.

Payment to the contractor will be made through Electronic Funds Transfer (EFT) / RTGS Process. For this option, contractor shall submit his bank particulars as under to enable NFL to release payment accordingly:

- i. Contractor's Name
- ii. Name of the Bank
- iii. Bank Account No. (All digits in case of CBS branches)
- iv. Place of Branch
- v. Branch Code
- vi. IFSC Code

Note: All bank charges, if any will be borne by the Contractor.

- (c) Applicable GST for the work under the present Contract shall be payable extra as per Govt. rules. Liability of NFL shall be restricted to the amount of GST only and any interest / penalty etc. shall be to the contractor's account.
- (d) The Contractor will be responsible for the payment, wherever applicable, at his own cost, all taxes, turnover tax, toll tax, sales tax, royalty, cess, levy and any other tax or duty which may be specified by Local / State / Central Govt. from time to time for the execution of this work. However, in the event of any tax or a statutory levy being imposed concerning the contract, after the contract has been entered into, the liability for the same shall be borne by NFL.
- (e) **INCOME TAX:** Income Tax shall be deducted from the bill(s) of the Contractor as per Income Tax Act, 1961.
- (f) The amount as shown in the ECR/challan of EPF/ESI must tally with the total deductions as reflected in the wage sheet for corresponding month, failing which the payment on this account is liable to be withheld for which the sole responsibility shall rest with the Contractor.
- (g) NFL reserves the rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues. The payment for successive months will be released on receipt of the evidence of

deposition of ESI/PF in the worker's account for the previous month. If the contractor does not produce satisfactory evidence regarding deposition of EPF and ESI dues, NFL shall withhold payment of the component of EPF and ESI.

- (h) The contractor shall submit the following documents, **after completing the contract period**:
- i. EPF Member Passbook in respect of workers deployed under the contract
 - ii. Compliance Certificate / Undertaking for the period of contract
 - iii. Certificate regarding No Wage Complaint pending against the Contractor
 - iv. Certificate regarding No Accident during the period of contract
 - v. Labour/Material Entry Gate Passes Clearance
 - vi. No Further Claim Certificate of Contractor

9. **PENALTY:**

- (a) If the Contractor fails to make the payment of wages within and up to 7th day of the following month or makes short payment to the contract workers employed by the Contractor for execution of the contract, NFL being the principal employer shall reserve the rights to make the payment of wages or unpaid balance due, as the case may be, to the contract workers and **recover an amount equivalent to 1.25 times the amount so paid**, from the Contractor by effecting deduction from the money due or payable by NFL to the Contractor under this contract or as a debt payable by the Contractor to NFL.
- (b) The Contractor may maintain adequate pool of manpower so that at any point of time NFL's requirements are met. In case of manpower failing to report for duty on any day, the Contractor shall have to provide alternate manpower, failing which alternative arrangement shall be made by NFL and penalty @ **Rs.500/- per day** shall be recovered from the Contractor.
- (c) In case the Contractor fails to comply with contractual obligations and/or fails to fulfill the statutory requirements as per applicable rules and terms the conditions of the tender document and fails to produce the requisite documents, it shall be treated as breach of the Contract leading to following actions against the Contractor:
- i. Termination of the contract
 - ii. Blacklisting of the Contractor
 - iii. Forfeiture of the Security Deposit.
 - iv. Appointment of any other Contractor for various services at the risk and cost of the Contractor.
- (d) **ADHERENCE TO DUTY HOURS:** The successful Contractor shall ensure that the personnel deployed under the contract strictly adhere to the duty hours stipulated in the tender document. In case it is observed that Contractor's personnel have not performed duty(ies) as stipulated in the tender document, then NFL reserves to itself either or both of the following options:
- (i) To settle bill of the Contractor by adjusting the total of short duty hours against the total of overtime hours worked by its personnel, if any, during a particular month; **OR**
 - (ii) To effect recovery of an amount worked out on pro-rata basis by adopting the following method:
$$\frac{\text{Wages per day} * \text{No. of hours worked short in excess of 4.5 hours in month}}{09}$$

* Where wages per day are the minimum rates of wages showing the basic rates of wages and Variable Dearness Allowance notified by the Appropriate Govt. from time to time.

10. **CODE OF CONDUCT:** No other person except Contractor's authorized representative shall be allowed to enter NFL premises. Contractor shall also not entertain any outsider or extend any service beyond NFL's premises. The Contractor shall strictly observe that its personnel:
- (a) Are always smartly turned out and vigilant.
 - (b) Are punctual and arrive at least 15 minutes before start of their duty time.
 - (c) Take charges of their duties properly and thoroughly.
 - (d) Perform their duties with honesty and sincerity and do not engage in any private work other than their normal duties within NFL premises.
 - (e) Read and understand their post and site instructions and follow the same.
 - (f) Extend respect to all Officers and personnel of the office of the client.
 - (g) Shall not drink on duty, or come drunk and report for duty.
 - (h) Will not gossip or chit chat while on duty.
 - (i) Will never sleep while on duty post.
 - (j) Will not read newspaper or magazine while on duty.
 - (k) Will immediately report to the Client any untoward incident / misconduct or misbehavior.
 - (l) Do not entertain visitors.
 - (m) Shall not smoke in the office premises.
 - (n) Shall not misuse the telephones.
 - (o) Report anything untoward/unusual/suspicious to NFL immediately.
11. **SUPERVISION:** Compliance of entire supervision of various services is obligatory upon the Contractor. He will ensure regular and effective supervision and controls of personnel deployed by him and give suitable direction for undertaking the contractual obligations. The Officer-in-charge shall have the power of general supervision and direction of the work.
12. **GENERAL:**
- (a) Contractor must provide standard and clean liveries to its personnel with their Photo Identity Cards properly displayed during duty time.
 - (b) The Contractor's personnel shall be liable to be frisked / checked by the security personnel at NFL premises or on duty at any time during performance of their duties.
 - (c) The Contractor's personnel shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to NFL's property/employees.
 - (d) Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and/or commission by the personnel deployed by him.
 - (e) The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with specific qualifications are deployed in NFL's premises, who can cater to the requirements of NFL's standards, failing which it shall be liable for Contractor to provide replacement immediately.
 - (f) NFL reserves the right to modify the arrangement or the service hours, etc. at its sole discretion without any extra payment.
 - (g) The Contractor must ensure that his supervisor is equipped with mobile phone. He himself or his Supervisor shall be in attendance at the site during working hours and shall supervise execution of the works. The orders given to the Contractor's Supervisors shall be considered to have the same force as if they had been given to the Contractor himself.
 - (h) **NOTICES:** Any notice, request or consent sought pursuant to the Tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Contractor to whom the communication is addressed, or when sent by speed post, telex, telegram, facsimile, courier or electronic mail to the Contractor.

13. **COMMENCEMENT OF JOBS:** The Contractor shall be required to commence the execution of works within seven (7) days of issue of Letter of Intent, if the date of commencement of work is not specified in the Letter of Intent.
14. **EVALUATION CRITERIA:** The contract is indivisible in nature. Accordingly, evaluation of Price Bids to determine L-1 shall be done on overall bid cost basis as economical to NFL, i.e. on the basis of financial implication considering the schedule of quantities indicated in Annexure-K (Schedule of Quantities & Rates) of Tender Document and service charges rates quoted by the bidders. The applicable tax(es) shall not be taken into consideration for evaluation of bids as the same are payable extra at applicable rates. **If service charge of two or more parties has been found same, i.e same amount, then GEM system shall decide L-1 party randomly by its system algorithm.**

This document shall form part of the Contract and shall be signed and stamped by the Tenderer on each page and submitted through online tendering system.

(V.K THAKUR)
Officer (HR)

**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 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 (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 Security Deposit-cum-Performance Bank Guarantee for Rs. _____.

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of _____ months after the issuance of the above-mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee will remain in force initially up to _____ 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. 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 _____ 2019

(Indicate the name of the Bank with stamp)

ACCEPTANCE LETTER

To,
**Officer (HR),
National Fertilizers Limited,
A/A-2, Office Complex, Gautam Nagar, Bhopal**

Dear Sir,

I/we have read and examined the following documents relating to rate contract for “Lining up of contract for Housekeeping Services, Courier Service, and Drivers for Zonal office Bhopal and Marketing Field Offices”.

- a. Tender document.
- b. Instructions to the Tenderers.
- c. General Terms & Conditions of the Contract, including Contractor’s / Labour Regulations, Model Rules for Labour Welfare and Safety Code.
- d. Special Terms & Conditions of the Contract.
- e. Scope of Work.
- f. Schedule of Quantities & Rates.

Should this Tender be accepted, I / We hereby agree to abide by and fulfill all Terms and Conditions and Provisions of the aforesaid Documents.

I / We hereby submit my / our Tender for execution of the works referred to in the aforesaid Documents on the terms and conditions referred to therein and in accordance with, in all respects, the specifications, designs and other relevant details, at the rates quoted and within the period(s) of completion as stipulated.

I / We agree to keep the Tender valid / open for acceptance for a period of **120 days** (One Hundred and Twenty Days) from the due date of opening of Tenders. I / We shall not vary / alter or revoke my / our Bid during the validity period of the Tender.

I / We agree to accept split order on more than one tenderer.

The contents of the tender document including Tender Document and Instructions to Tenders also, have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/condition(s) in the Price Bid and the same has been followed in the present case. In case, this provision of the tender is found violated after opening of Price Bid, I/we agree that the tender shall be summarily rejected and NFL shall, without prejudice to any other right or remedy be at liberty to forfeit the EMD absolutely.

A sum of **Rs.1,00,000/- (Rupees One lakh Only) towards EMD** is hereby forwarded with UTR No. _____ dated _____ through digital means directly to NFL’s bank account with SBI, Mahavir Nagar, Bhopal (SBI CC No.10107898395, IFSC: SBIN0003867) to keep the Tender open as aforesaid and / or not to make any modification in the terms and conditions of the Tender, which are not acceptable to NFL. I / We agree that NFL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said EMD absolutely if I / we fail to comply with the terms, conditions and provisions of the Tender document.

If after the Tender is accepted, I / We fail to commence the execution of the works as provided for in the Terms and Conditions of the Contract, I / We agree that NFL shall, without prejudice to any of their rights or remedies, be at liberty to forfeit the said Earnest Money absolutely.

Sign. of Witness: _____
 Name of Witness: _____
 Date: _____
 Address: _____

MobileNo.: _____
Seal/Stamp

Signature _____
 In the capacity of
 Date: _____
 Duly authorized to sign the Tender on behalf of _____

 Address: _____

 Mobile No.: _____

DECLARATION (to be submitted in Rs. 50/- affidavit)

1. I / We have quoted the rates in Price bid exactly in the prescribed format and no deviation or any remarks have been written on the face of it and no other papers are enclosed in it. Further, I / We have signed and affixed seal of my firm, in original, on all the pages of the Price bid.
2. I / We undertake for compliance of statutory laws and regulations as applicable from time to time.
3. I / We undertake to obtain / submit EPF Registration Certificate under the EPF & Misc. Provisions Act, 1952 at the earliest possible and in any case within a period of thirty (30) days from the date of award of work.
4. I / We undertake to obtain / submit Labour License from the prescribed Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract (Regulation & Abolition) Central Rules, 1971 possible and in any case within thirty (30) days of award of work and continue to have a valid License until completion of the work.
5. I / We declare as under:
 - a) That no other Firm / Sister concern / Associate belonging to the same group is participating / submitting this tender.
 - b) That I / we, my / our Associates, Sister concerns, etc. have not been black-listed by any Institutional Agency / Government Department / Public Sector Undertaking in the last two years.
 - c) That in case of concealment of any fact, if detected later on, I / We will be debarred from all future dealings with NFL.
6. I / We certify as follows:
 - a. I / We have not been banned or de-listed by any Government / Financial Institution / Court / Public Sector Undertaking / Co-operatives.
 - b. I / We have inspected the site of work and understood the jobs to be carried out.
 - c. None of my / our close / distant relative(s) are working in National Fertilizers Limited (NFL)

OR

My / Our following close / distant relative(s) are working in National Fertilizers Limited (NFL):

S.No.	Name (S/Shri)	Designation	Department
1.			
2.			
3.			

7. I / We understand that in case my / our Techno-commercial Bid(s) is / are accepted, NFL will consider my / our job of Lining up of contract for housekeeping services for, state offices & area offices under Bhopal zone for a period of one year.

Signature of Tenderer

Name: _____

Designation _____

With seal of the Firm

Date: _____

DECLARATION FORM

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

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

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	P.F. Registration No. of the firm /company to be indicated along with Documentary proof thereof.			
3	PAN No. (Permanent Account Number) of the firm / company issued by Income Tax Deptt. alongwith Documentary Proof thereof.			
4	GST Registration No. of the firm / company issued by GST authorities along with Documentary Proof thereof.			
5	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.			
6	MSME Registration If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise, it will be construed that the firm is not registered as per MSMED Act,2006.	Yes / No (If Yes, a Self-certified copy of registration certificate to be submitted) Mention the category i.e. Micro/Small/Medium		
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8	Name of the Firm			
9	Address of the Firm			
10	Contact Details: a) Name of the Person: b) Mobile number / Landline Number c) Email	Contact Details: a) b) c)		
11	Power of Attorney/authorization for submission of tender document, as applicable Submitted	Yes / No		
12	Tender cost amount, UTR Number and Date			
13	EMD amount, UTR Number and Date			
14	Valid Labour License Number			

Place.....
Dated: _____

Signature of the Contractor/ Tenderer with SEAL

DETAILS OF THE EXISTING CONTRACTS
[Contracts for Manpower Services Only]

S. No.	Name and complete address of the organization	Name, Design. & Contact No. of Officer concerned	Duration of Contract		Executed Value of the Contract (Rs.)	Completion and Performance Certificate attached ("Yes" or "No")
			From	To		
1.						
2.						
3.						
4.						
5.						
6.						
7.						

The above format may be used to provide requisite details.

Signature of Tenderer

Name: _____

Designation _____

Date : _____

With seal of the Firm

NOTE: This price bid format is only for reference purpose, Vendors are requested not to quote their rates here in this format, Rate must be quoted on e-tendering portal (GeM PORTAL)

SCHEDULE OF QUANTITIES & RATES (E-TENDER)

[All figures in Rupees]

Table A

S.No.	Particulars	Misc. Office Services etc. (UNSKILLED)		Date Entry Operator (SKILLED)
		C	D	E
A	B	'B' Area	'C' Area	'C' Area
1	Wages (Basic + VDA) per month	16328	13104	18434
2	EPF @ 12%, EDLI @ 0.50% & EPF / EDLI Admn. Charges @ 0.50%, i.e. TOTAL 13.00% of (1)	2122.64	1703.52	2396.42
3	ESI @ 3.25 % of (1)	530.66	425.88	599.11
4	Bonus @ 8.33 % of Basic + VDA or Rs.7000, whichever is higher	1360.12	1091.56	1535.55
5	Uniform Outfit Allowance @ 5% of (1)	816.4	655.2	921.70
6	Uniform Washing Allowance @ 3% of (1)	489.84	393.12	553
7	Sub-Total (1 to 7)	21647.66	17373.28	24439.80
9	Service Charges in % [To be filled by Tenderer. Please see Note (ii) below]	(NOT TO BE FILLED HERE)	(NOT TO BE FILLED HERE)	(NOT TO BE FILLED HERE)

- i. The number of services mentioned in the tender document is indicative and for the purpose of evaluation only. However, personnel for performance of services shall be deployed as per the requirement of NFL from time to time. The number of services can be increased or decreased depending upon the work requirement. Payment will be made on actual basis as per the terms and conditions of the tender document.
- ii. Service charges should be quoted by the bidder in absolute monetary value, which shall remain firm during the currency of the contract. Bidder is expected to quote service charges after careful analysis of cost involved for performance of the contractual obligations, provisions of all incidental expenses necessary for proper execution and completion of work in accordance with terms and conditions of the tender document, cost of all overheads, supervision, profit, margin, taxes, statutory duty, fee, royalty, insurance or any other tax in respect of the contract. In case it is noticed that the service charges quoted by the bidder are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless NFL is convinced about the reasonableness after scrutiny of the analysis for such service charges to be furnished by the bidder on demand.
- iii. Wages / Minimum Wages shall be revised as notified by Central Govt. from time to time during the currency of the contract. The contractor shall be responsible for payment of minimum wages as applicable from time to time and compliance of all statutory obligations during the currency of the contract.

FOR OFFICE USE ONLY

Table B

Sl. No.	Particulars	Housekeeping services		Data Entry Operator
		C(B Area)	D(C Area)	F(C Area)
1	Total Per Head (8 + 9 of Table A)			
2	No. of services	5	3	1
3	Total Financial Implication Per day (1 x 2)			
4	Total Financial Implication Per Month(S.No.3 x 26 days)			
4	Grand Total of Financial Implication Per Month			

(V.K THAKUR)
Asstt. Officer (HR)

LIST OF TENTATIVE DEPLOYMENT OF MANPOWER SKILLED & UNSKILLED

<u>LIST OF DEPLOYMENT OF MANPOWER</u>					
Manpower- Unskilled*				Data Entry Operator- Skilled*	
Area "B"	*Required Manpower	Area "C"	*Required Manpower	Area "C"	*Required Manpower
SO RAIPUR	1	AO BILASPUR	1	SO GUJARAT	1
SO AURANGABAD	1	AO SATNA	1		
AO UJJAIN	1	D& C VIJAIPUR	1		
AO JABALPUR	1				
AO GWALIOR	1				
TOTAL	5	TOTAL	3	TOTAL	1

***The required numbers of Manpower- Unskilled & Data Entry Operator- Skilled is tentative which may vary as per work requirement from time to time.**

LIST OF NFL OFFICIALS & ADDRESS OF OFFICES UNDER BHOPAL ZONE				
AREA OFFICE, GWALIOR: 27B, VIJAY NAGAR, NEAR CHETAKPURI, LASHKAR, GWALIOR				
AO	Subhash Chand	Manager (Mktg)	7704999570	subhashgwl@gmail.com
AREA OFFICE, JABALPUR: 642-A, WRIGHT TOWN, NEAR STADIUM GATE, JABALPUR-482001,M.P.				
AO	Riyaz Khan	Dy. Manager (Mktg)	9877615105	riyazkhan@nfl.co.in
AREA OFFICE: SATNA, H.No.-Master Plan, Satna,M.P- 485001				
AO	Avinash Kumar Saronja	Dy. Manager (Mktg)	9009670670	saronja@rediffmail.com
AREA OFFICE, UJJAIN: 161 , MAHESH VIHAR COLONY, BEHIND HOTEL MANORAMA PALACE, NEAR MAHAMRITUNJAYE DWAR, UJJAIN-456010,M.P.				
AO	Rakesh Kumar Chauhan	Dy. Manager (Mktg)	9165570753	nflaoujjain@gmail.com
STATE OFFICE, RAIPUR: MIG 3, SHANKAR NAGAR, RAIPUR				
SO	Mahendra Singh	State Manager (Mktg)	9335934100	mahendrasinghnfl@gmail.com
AO	Mahendra Singh	State Manager (Mktg)	9335934100	mahendrasinghnfl@gmail.com
AREA OFFICE, BILASPUR: LALA KASHYAP COLONY, KARBALA ROAD, BILASPUR				
AO	Biswajeet Modak	Dy. Manager (Mktg)	8889865706	biswajeetmodak@nfl.co.in
STATE OFFICE, AURANGABAD: Plot No.-243, N-3 ,CIDCO (Near Shiv Chatrapati College), Aurangabad-431003, Maharashtra				
SO	R.N GAUTAM	Manager(Mktg)	8928997890	gautam7815@gmail.com
NFL,D&C VIJAIPUR, ROOM NO. 69-70 GUNA- 473111,M.P				
D&C	A.K NAGAICH	Sr. Manager(Mktg)	7869956830	aknagaich980@gmail.com
HOUSE NO.- 52/3, WARD NO.- 7-B,GANDHIDHAM, GUJARAT-370201				
SO	SUMIT SINGH	Dy. Manager(Mktg)	9357760525	sumitsingh@nfl.co.in

Performa for proprietorship Affidavit on the stamp paper of Rs 100/- and Notary attested

AFFIDAVIT

With reference to NIT No. _____ dtd. _____
of National Fertilizers Ltd. _____ for the work of _____

_____, I, _____ S/O
Sh _____ R/o _____ do hereby solemnly affirm and declare as
Proprietor / Partner / Authorized signatory of the firm on behalf of M/s _____
as under :

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

Place _____

Date: _____

VERIFICATION

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

DEPONENT

Place _____

Date: _____

An Affidavit in original on Non-judicial Stamp Paper of Rs.50 attested by Notary

AFFIDAVIT

With reference to NIT No. _____ dtd. _____
of National Fertilizers Ltd. _____ for the work of _____
_____, I, _____ S/O

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

i) That my / our firm / sister concern/their associates etc. has not been blacklisted, debarred, de-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.

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

Place _____

Date: _____

VERIFICATION

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

DEPONENT

Place _____

Date: _____

DECLARARTION FORM-I

Ref. No.: NFL/ZO/BPL/HR/HK/2024/

Date: _ 202_

To

Officer (HR)
National Fertilizers Ltd.
ZO, Bhopal

Subject: **Tender No.** _____

Name of the contract _____

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of “_____” work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, Standards and instructions in writing of the Engineer-in-charge of M/s. National Fertilizers Limited and hereby bind myself/ourselves to complete the work schedule and progress of work. I/We further agree to abide by the conditions of contract and to carry out all work Within the specified time in accordance with specifications of materials and Workmanship and instructions referred to in the Notice Inviting Tenders.

I / We agree to accept payment by ECS / EFT from your Bank as per details below:

Bank A/c No. is as under:

Bank A/c No.-

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,ZO,Bhopal.

Thanking you

Yours faithfully,

For M/s _____

(Signature of Contractor/Tenderer with SEAL)

Address: _____