



**NATIONAL FERTILIZERS LIMITED**  
(A Govt. of India Undertaking)

Naya Nangal (Punjab)-140126 India  
Materials Department  
Phone-1887-220548; Fax- 01887-220541

**NOTICE INVITING FOR**

**DESIGN, MANUFACTURING, SUPPLY, TESTING AND COMMISSIONING OF SHUNTING  
LOCOMOTIVE (BROAD GAUGE)**

**Tender No. SS/2021/7**

## **NATIONAL FERTILIZERS LIMITED**

**TENDER NO. SS/2021/7**

NATIONAL FERTILIZERS LIMITED (NFL), Naya Nangal, a Govt. of India Undertaking referred to herein as the Owner intends to procure of **MANUFACTURING, TESTING, SUPPLY AND COMMISSIONING OF (BROAD GAUGE) SHUNTTING LOCOMOTIVEHAVING TWIN POWER PACK DIESEL HYDRAULIC LOCOMOTIVE/ DIESEL ELECTRIC LOCOMOTIVE OF MINIMUM TOTAL POWER 700HP** for its Plant located at Naya Nangal (Punjab).

Bidders/ manufacturers are invited to submit their offer in "**DUAL PART BID PROPOSAL**" for the said Scope of Work .

### **ASSISTANCE TO BIDDERS**

- I. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Mr. Upender Duggal Asstt. Mgr.(Matls.) National Fertilizers Limited; Naya Nangal-140126 Phone: 01887-220568; Fax:01887-220541; Mob : 9463126039 Email: upenderduggal@nfl.co.in
--

**N.F.L. NANGAL - GSTIN No. 03AAACN0189N2ZD & PAN No. AAACN0189N**

## Other Terms and Conditions

1. **Offers not submitted as per instructions are liable to be rejected.**
2. The prices should be on FOR NFL Nangal basis.
3. Rates must be quoted in the UOM **"Unit Of Measurement"** as per our ATC.

4. **PAYMENT TERMS:**

**No Advance Payment shall be made.**

**(i) Payment towards Supply of Main Equipment**

**100% payment shall be made within 30 days after receipt, acceptance, successful installation & commissioning of Locomotive at our site** by way of Electronic Fund Transfer (EFT). You will inform your bank account no., name and place of branch and branch code no., so that your payment can be released through EFT Any Bank Charges for this facility of direct credit by State Bank of India, to their bank account will be borne by the party/ tenderer.

**(ii) Payment towards Annual Maintenance Contract (AMC) Charges for Three Years**

**100% payment shall be made within 30 days of receipt of Invoice after each visit.**

**Mode of Payment:** Through NEFT/RTGS by way of Electronic Fund Transfer (EFT). We have our account with State Bank of India (SBI), Naya Nangal, who has Electronic Fund Transfer (EFT) facility, in its Naya Nangal branch and some other important branches. In case, you have your account with SBI, in a branch having EFT facility, you may inform your bank account no., name and place of branch and branch code no., so that your payment can be released through EFT .

**Any Bank Charges** for this facility of direct credit by State Bank of India, to their bank account will be borne by the party/ tenderer.

5. Complete specifications of the Stores offered together with manufacturer's name brand, etc., of each of the item must be given in the quotations and descriptive literature and samples (wherever necessary or required) should be sent along with the quotations.
6. **VALIDITY:** Price and delivery quoted by you must be firm and valid for a minimum period of 120 days from the due date of opening of Price Bid quotation
7. The tenderer shall quote the price strictly as per the **Price Bid Format**. Parties should quote one rate for specific quantity quoted by them. All the columns of Price Bid must be filled in properly.

8. **DELIVERIES/LIQUIDATED DAMAGES:**

**Bidder shall quote the minimum guaranteed delivery period.**

It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either

- (i) recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or

- (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or
  - (iii) cancel the contract without prejudice to our rights under (i) & (ii) above.
9. Quotations must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/over writings. Incomplete quotations are liable to be summarily rejected.
  10. We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. We also reserve the right to split and place order on more than one supplier
  11. NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender
  12. 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
  13. One person will be allowed to represent only one company 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.
  14. Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non acceptance of orders placed based on offers submitted by bidder's on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.
  15. The prospective tenderers having any common partners/Directors/ Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associates company. In such cases, only one of them will be eligible for participating in the tender.
  16. In case, due to some unforeseen circumstances, the date of receiving/ opening of the tender happen to be a holiday/ closed day, the tender will be received and opened on the next tender opening working day.
  17. If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/ future tenders up to a period of 2 years."
  18. 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.
  19. Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market/other sources and recover the loss, if any, from the supplier reserving to

ourselves the right to forfeit the security deposit, furnished by the supplier against the contract. The supplier will make his own arrangements to remove the rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.

20. **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 there of this effect.

21. In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof.

22. **ARBITRATION:**

The contract shall be governed by and construed in accordance with the laws of India.

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

**A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through designated Authority.**

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

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

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

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

**The seat and venue of arbitration shall be Nangal Unit.**

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

**For CPSEs and Government Department:**

- (b) All commercial disputes between CPSEs inter se and CPSE(s) and Govt Department(s) Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 Dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/ Organizations shall be included as under: “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated: 22-05-2018”.

23. **JURISDICTION:** All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in a court situated at Nangal Court in Ropar District of Punjab.

## Special Terms and Conditions:

1. The description of required item is as under;-

Sr.	Material	Description	HSN CODE	Unit	Qty.
1	1570036	DESIGN, MANUFACTURE, SUPPLY, TESTING, OF SHUNTING LOCOMOTIVE (BROAD GAUGE) OTHER DETAILS AS PER ANNEXURE ENCLOSED ALONGWITH CONSUMABLES AND SPARES REQUIRED DURING GUARANTEE PERIOD ( REFER PARA C OF ANNEXURE-I OF TECHNICAL SECTION )		No.	1.000
2		ERRECTION AND COMMISSIONING CHARGES FOR LOCOMOTIVE		No.	1.000
3		ANNUAL MAINTENANCE CHARGES FOR LOCOMOTIVE FOR 1 <sup>st</sup> YEAR AFTER EXPIRY OF GUARANTEE/ WARRANTEE PERIOD (Refer Cl. No. 4 of Technical Section)		No.	1.000
4		ANNUAL MAINTENANCE CHARGES FOR LOCOMOTIVE FOR 2 <sup>nd</sup> YEAR AFTER EXPIRY OF GUARANTEE/ WARRANTEE PERIOD (Refer Cl. No. 4 of Technical Section)		No.	1.000
5		ANNUAL MAINTENANCE CHARGES FOR LOCOMOTIVE FOR 3 <sup>rd</sup> YEAR AFTER EXPIRY OF GUARANTEE/ WARRANTEE PERIOD (Refer Cl. No. 4 of Technical Section)		No.	1.000
<b><u>Evaluation of Bids :</u></b>		<b>Bids shall be evaluated on Overall L-1 basis As per Point No.2 of Annexure-1 of Technical Section.</b>			

**Reverse Auction: Reverse Auction shall be carried out as per Terms and Conditions of the GEM Portal.**

2. No enhancement of rates will be allowed once the quotation is accepted and the order is placed. Withdrawal from the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice of our rights of legal remedies.
3. **ELIGIBILITY CRITERIA:-**  
Bidders shall agree to the **ELIGIBILITY CRITERIA** for the tender (Attached as **Annexure-A**) and shall upload necessary documents (duly numbered) mentioned in it. Price bids of only those parties shall be opened who meets Eligibility Criteria
4. **GUARANTEE/WARRANTY CERTIFICATE:**

“Party must stand Guarantee towards any defect in Design, Manufacturer or faulty workmanship revealed during actual usage of the Locomotive for a period of 24 months from Date of Dispatch or 5000 running hours at Nangal, whichever is earlier. The party will rectify the defect/replace the defective parts or assemblies free of charge at NFL site during the above period. New Parts shall have to be arranged by party at their own cost.”

5. **EARNEST MONEY DEPOSIT (EMD):** Tenders can be submitted EMD of **Rs. 1,00,000/- (Rupees One Lakh Only)** in the form of :

- i) **E-transfer in NFL account through RTGS/NEFT.**  
Our Bank account details are as under: -  
Bank Name: **State Bank of India, Naya Nangal**  
Account No.: **011070992603 (Cash credit A/c)**  
IFS Code : **SBIN000689**  
MICR : **140002304**

**Tenderers shall intimate Name and Complete Address of the Depositor i.e. Name of the Company/Firm, Deposited Amount, Nature of Deposit and NIT Number immediately after remittance to our F&A Dept. through Email (Email ID: [sunitak@nfl.co.in](mailto:sunitak@nfl.co.in)) with cc to [upenderduggal@nfl.co.in](mailto:upenderduggal@nfl.co.in) for proper accounting of deposited amount**

**or**

- ii) **Bank Guarantee** in the prescribed format from any scheduled Bank excluding Gramin/Co-op Banks. The BG should be valid for a period of minimum 3 months and the party should give an undertaking for extension of the validity of the BG in case the same is desired by NFL. **(Annexure-Bid Security (EMD) Performa)Supplier/Contractor may be instructed specially to inform the UTR No. with Name of supplier in order to have hassle free transaction details.**
- iii) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

CHIEF.MGR.(Mtls.)  
NATIONAL FERTILIZERS LIMITED  
NANGAL UNIT-140126  
DISTT. ROOPNAGAR  
PUNJAB

In case EMD/ SD or PBG submitted through NEFT/RTGS, URN No. for the same mention in the offer. Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.

- 1.1 **Forfeited of EMD:** Earnest money will be forfeited at the sole discretion of NFL, in case tenderer after opening of tender, either wholly or in part, refuse to accept the Purchase Order or changes any of the conditions of the tender or changes the quoted rates and/or terms and conditions of the tender within validity period. If the successful tenderer does not deposit the security as stipulated in the Purchase Order, EMD will be forfeited without further reference.
- 1.2 Earnest Money deposit of the unsuccessful tenderers will be returned as early as possible after finalization of the tender.



1.3 Earnest Money Deposit will not carry any interest.

6. **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE(SD cum PBG)( @ 5% of the Basic value of the order) :-**

**SD-cum-PBG can be submitted in the form of e-transfer in NFL account through RTGS/NEFT.**

**Our Bank account details are as under: -**

Bank Name: **State Bank of India, NayaNangal**

Account No.: **011070992603 (Cash credit A/c)**

IFS Code : **SBIN0000689**

MICR : **140002304**

**Or**

- i) **Bank Guarantee** in the prescribed format (Annexure-IV) from any scheduled Bank excluding Garmin/Co-op Banks. The BG should be valid for the Delivery Period plus warranty period plus 3 months' claim period.
- 1.1 The successful tenderer shall be required to furnish non-interest bearing **Security Deposit-cum PBG @ 5% of the basic value of the order after adjusting EMD** (if already submitted) in the form of e-transfer/Bank Guarantee from nationalized/scheduled bank excluding rural & co-operative bank covering delivery period plus warranty period plus 3 months claim period. Bank guarantee must be directly sent by your banker to NFL.URN No. for the same may be mentioned in the offer.
  - 1.2 The **Security Deposit-cum PBG** submitted by you shall be converted into Performance Bank Guarantee which will remain valid till delivery period plus guarantee period with a further claim period of 3 months. Bank Guarantee must be directly sent by your banker to NFL
  - 1.3 The **Security Deposit-cum PBG** will be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the Bank Guarantee extended as asked for by NFL, else NFL, at its sole discretion may call upon the Bank to pay the whole or part of the amount of Bank Guarantee.
  - 1.4 The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, NFL will have the right to encash the Bank Guarantee/**Security Deposit-cum PBG** either the whole or part of value of Bank Guarantee or **Security Deposit-cum PBG** and tenderer will make good the value of Bank Guarantee/**Security Deposit-cum PBG** to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.
  - 1.5 The amount so drawn will not in any way effect any remedy to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.

- 1.6 In the event of the forfeiture of whole or part of the **Security Deposit-cum PBG**, the tenderer will deposit further sum/sums, so as to maintain the full **Security Deposit-cum PBG** amount.
- 1.7 The **Security Deposit-cum PBG** will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the **Security Deposit-cum PBG** or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.
- 1.8 The **Security Deposit-cum PBG** will not carry any interest.

**Note: The Biddery shall also arrange confirmation of Bank Guarantee for EMD & SD-cum-PBG (including all amendments) by their issuing bank through SFMS mode directly to the NFL Banker i.e. ICICI Bank Ltd., K1, Senior Mall, Sector-18, Noida, UP,201301, IFSC Code ICI0000031, as per following details:-**

**IFN 760 COV for issuance of bank guarantee.  
IFN 767 COV for amendment of bank guarantee.  
Issuing bank shall mention NFL beneficiary code as  
"NFLNATIONAL04022015' in filed 7037 COV / IFN 767 COV".**

7. Tenderers must also mention their GST Regn. No. & HSN Code No. of item in the quotation.
8. No escalation will be allowed due to any increase in GST in case of extension sought by the parties beyond stipulated delivery period.
9. **PACKING OF MATERIAL:** The material should be properly packed to avoid any damage during transit.
10. Transit Insurance shall be in bidder's scope.
11. The total landed rate(s) will remain firm till the complete execution of the order. No revision in rate(s) will be allowed except for any increase/decrease in rates of statutory levies and duties, such as, GST.
12. The supplier shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract.  
  
If the NFL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, NFL shall be entitled to recover the said amount from any security or other guarantee available with the NFL under the contract.
13. The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.
14. **CLEAR UNDERSTANDING:**

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

15. In case the manufacturer want to quote through their authorized dealer/distributor then authorization certificate from the manufacturer is required. For participation in the Tender, Tender specific approval is required from manufacturer and authorized dealer/distributor shall confirm that materials will be supplied by them from Prime source, in case order is bagged by them
16. **ANY EXCEPTIONS/DEVIATIONS TO THE ATC SHALL BE SPECIFICALLY STATED.**
17. **Any Other Comment / Information /Remarks:** No Deviation to the terms & conditions is allowed. The offer with any condition / deviations may be rejected at Sole option of NFL. However Vendor may offer comments or deviations if any.
18. You must specifically confirm each clause of this ATC. In case, you do not comment on any of the clauses, we shall presume that the same has been accepted by you unconditionally. Deviation, if any, must be mentioned explicitly. However, in case of any deviation from our above said terms & conditions, we reserve our right either to ignore your offer or load the same suitably at our sole discretion.
19. Whenever the bidder is silent about the acceptance of ATC conditions such as Bank Guarantee, Warranty Period, Liquidated Damages etc., (as applicable in the Tender) it shall be presumed that the bidder has accepted ATC conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
20. Party to mention full contact details (Such as Name of the Contact Person, Mob. / Phone, e-mail etc.)
21. **MSMED ACT:** In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India latest Notifications. **MSE Policy shall be applicable.**
22. Make in India Policy: Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 (**Latest notification shall be applicable**)  
Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per **Annexure-Y** enclosed alongwith offer.
23. **Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office IOM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 & 8<sup>th</sup> Feb,2021 (**Enclosed**) shall be applicable:**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.

**Bidder shall be required to submit certification regarding compliance with this order on their**

Letter Head as per **Annexure-Z** enclosed alongwith offer.

24. **Signing of Integrity Pact**

**Bidder will sign the Integrity Pact as per enclosed Annexure, which is an integral part of the Tender Documents and upload the scanned copy of the same, failing which the Tenderer/Bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected.** Details regarding integrity pact can be viewed on our website viz. [www.nationalfertilizers.com](http://www.nationalfertilizers.com). Bidder shall be also requested to send hard copy duly signed along with witness signatures.

25. **SUBLETTING OF CONTRACT:**

The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of the National Fertilizers Limited in advance. In the event of the successful tenderers subletting or assigning the contract or any part thereof without such permission. National Fertilizers Limited shall be entitled to cancel the Contract **& forfeit the Security Deposit**. Even in case subletting is permitted. National Fertilizers Limited shall not recognize any contractual obligations with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory, due and proper fulfillment of the contract.

26. **Bidder shall submit quotation for 02(two) years Recommended Maintenance spares with list of Installed and Recommended Quantities for Diesel Engines and Assemblies/Sub-assemblies for complete Locomotive alongwith Technical Bid . However, the cost of 2 years recommended Maintenance Spares shall not be considered for evaluation of L-I party.**

## TECHNO-COMMERCIAL BID TEMPLATE

### ITEM: Locomotive

Technical Bid Template					
NFL Nangal Case Ref. No.				RM/2022/7	
e.Tender ID No.					
Quotation No. & Date					
Name of Bidder & Complete Address:					
<b>Vendor's Contact Details:</b> Vendor may furnish E-Mail Id, Telephone / Mobile No. etc. alongwith complete Name & Address details of the firm for Clarifications / Placement of Order.					
Sr. No.	NFL Requirement as per NIT				Vendors Comment (Agreed / If not Agreed, Please Comment)
1	Sr. No.	Description of Material	Qty.	UOM	
	<b>I</b>	DESIGN, MANUFACTURE, SUPPLY, TESTING, OF SHUNTING LOCOMOTIVE -BROAD GAUGE, OTHER DETAILS AS PER ANNEXURE ENCLOSED ALONGWITH CONSUMABLES AND SPARES REQUIRED DURING GUARANTEE PERIOD REFER PARA C OF ANNEXURE-I OF TECHNICAL SECTION ,	1	No.	
	<b>II</b>	ERRECTION AND COMMISSIONING CHARGES FOR LOCOMOTIVE	1	No.	
	<b>III</b>	ANNUAL MAINTENANCE CHARGES FOR LOCOMOTIVE FOR 1st YEAR AFTER EXPIRY OF GUARANTEE/ WARRANTEE PERIOD (Refer Cl. No. 4 of Technical Section)	1	No.	
	<b>IV</b>	ANNUAL MAINTENANCE CHARGES FOR LOCOMOTIVE FOR 2 <sup>nd</sup> YEAR AFTER EXPIRY OF GUARANTEE/ WARRANTEE PERIOD (Refer Cl. No. 4 of Technical Section)	1	No.	
	<b>V</b>	ANNUAL MAINTENANCE CHARGES FOR LOCOMOTIVE FOR 3 <sup>rd</sup> YEAR AFTER EXPIRY OF GUARANTEE/ WARRANTEE PERIOD (Refer Cl. No. 4 of Technical Section)	1	No.	
	<b>NOTE;</b>				
	<b>Financial Evaluation of Bids I.</b>	<b>(i) Evaluation of Bids</b> As per Point No.2 of Annexure-1 of Technical Section			

II	<b>Bidder shall submit quotation for 02(two) years Recommended Maintenance spares with list of Installed and Recommended Quantities for Diesel Engines and Assemblies/Sub-assemblies for complete Locomotive alongwith Technical Bid . However, the cost of 2 years recommended Maintenance Spares shall not be considered for evaluation of L-I party</b>	
III.	<b>Vendor shall filled the Technical Section “Data/Confirmation from Vendor” Column and upload the same with the Tender Documents. (Technical Bid)</b>	
<b>Specifications of materials</b>	<b>Vendor to confirm that their quoted material will be as per Specifications mentioned in our NIT / ANNEXURE-I (Revised) 1A,1B.</b>	
Acceptance of NIT Terms & Conditions	Vendor will confirm their acceptance to the Terms and Conditions of the NIT without any deviation.	
Integrity pact	Bidder shall upload the duly signed Integrity Pact along with the Technical Template.	
Eligibility Criteria	Bidders shall agree to the <b>ELIGIBILITY CRITERIA (ANNEXURE-A)</b> for the tender (Attached) and shall upload necessary documents (duly numbered) mentioned in it. Price bids of only those parties shall be opened who meets our eligibility criteria.	
Information regarding Locomotive	The following information should be furnished along with the quotation for technical assessment.  1.1 Complete scope of supply. 1.2 Complete Catalogue/Technical Literature of quoted Locomotive Engine. 1.3 G.A drawing of the Locomotive. 1.4 Quality Assurance Plan. 1.5 Documents as required as per Eligibility Criteria. 1.6 Minimum Delivery Period. 1.7 Deviations, if any, from terms and conditions of NIT. 1.8 Maintenance Spares required during Guarantee Period as per Clause no “C “of Technical Annexure. 1.9 Two years Maintenance spares as per Clause no “D“of Technical Annexure.	
Availability of after Sales Service in India	Party must confirm availability of after sales service in India as well as availability of spares, including for Engines of the offered Locomotive for at-least next 15 years without obsolescence.	
Annual Maintenance Contract for Locomotive	Party shall quote to undertake AMC (Annual Maintenance Contract) of Locomotive Engine for a period of 03 (Three) Years after the expiry of Guarantee/Warrantee period. Under AMC party must consider minimum four visits in a year to NFL site for checking & Services of Loco. The AMC charges will be included in the cost of Loco for evaluation of overall Lowest Bid. Detail terms & conditions of AMC offered to be furnished in the Technical Bid.	

Complete details/ documents of Locomotive	Bidder shall furnish complete details/ documents along their Technical Bid. Bidder shall furnished Technical Specifications & Design Data of their quoted shunting locomotive in the Performance attached as per <b>Annexure-I. A &amp; Annexure-I.B.</b>	
Inspection locomotive	of If required, NFL may inspect the locomotive at party's work before dispatch; Party shall intimate the readiness of the Locomotive 15 days in advance.	
Load test Locomotive	of The successful load test of the supplied locomotive shall be carried out at NFL Nangal site in line to Haulage Capacity Chart in presence of representatives of party and NFL	
Commissioning Locomotive	of Party will depute their personnel for commissioning of Locomotive at Nangal site. Commissioning of Locomotive is to be done within a week it reaches at Nangal site.	
Certificates/ Documents and Assemblies /Sub-assemblies of Complete Locomotive	Party shall submit the following certificates/Documents and Assemblies /Sub-assemblies of Complete Locomotive as per Standard Engineering Practices, as below- <ol style="list-style-type: none"> <li>1. Load Test of Diesel Engines</li> <li>2. Load Test of Hydraulic Transmissions/Electric transmission with traction generators.</li> <li>3. Manufacturer Test Certificates of bought out items/ assemblies like Cardan Shaft ,Coupling, Air Compressor, Brake equipment's, Couplers, Side Buffers, wheels, bearings, Axles, Springs, traction generators, traction motors etc.</li> <li>4. Certificates of other manufactured items like Under Frame, Bogie, Cabin, Hood, Fuel Tank, Spring Beam, Axles Drive Housing, Shafts, Gears, Axle, and Wheel Axle Assembly etc.</li> </ol>	
Operation & Maintenance Manual	Four sets of O&M manuals in English language consisting of following details along with techno-commercial bid:- <ol style="list-style-type: none"> <li>i. Spare parts details along with part No. &amp; installed quantities.</li> <li>ii. G.A. drawing of the Locomotive.</li> <li>iii. Grades of Lubricants, Greases, Hydraulic oils used in the Locomotive with their international equipment's.</li> <li>iv. Detailed cross sectional drawings of sub-assemblies indicating part nos.</li> <li>v. Electrical wire circuits diagrams.</li> <li>vi. Pneumatic control circuit/ Diagrams.</li> </ol>	
Emission Certificate for Diesel Engine	Emission Certificate for Diesel Engine from Engine manufacturer as per BS-III emission norms as mentioned below: Power (kW): $130 \leq P < 560$ CO (g/kWh): 3.50 HC+NOX(g/kWh): 4.00 PM(g/kWh): 0.2	
Final acceptance/inspection of the Locomotive	Final acceptance/inspection of the Locomotive shall be done at Nangal after hauling load testing & confirmation of various features under joint section of NFL and the supplier.	

Training to Loco Drivers	Party will impart training to Loco Drivers as well as maintenance staff of NFL at for 6 days for operation and routine maintenance of the Locomotive for free of cost. Boarding & lodging charges shall be borne by NFL in case of training at Party's work.	
Dispatch of Locomotive	Locomotive shall be dispatched by <b>Rail/Road</b> . All statutory/ Legal requirements from RDSO/Zonal Railways, etc. if any for manufacturing as well as transportation and unloading of Locomotive at site shall be arranged and borne by the party	
Painting work on Locomotive	The locomotive shall be painted after thorough cleaning with two coats of red oxide primer. The under frame shall be painted black with two coats of synthetic Enamel Paint. The end plates shall be painted in zebra pattern in black and yellow.	
Payment Terms / Mode of Payments	<p><b>No Advance payment shall be made.</b></p> <p>(i) <b>Payment towards Supply of Main Equipment</b> 100% payment of material supplied will be made within 30 days subject to receipt, acceptance of material at our site through RTGS/NEFT by way of Electronic Fund Transfer (EFT). You will inform/Provide your 11 digit Core Banking Account No., name and place of branch and branch code no., so that your payment can be released directly through our SBI Branch situated in Naya Nangal complex. Any Bank Charges for this facility of direct credit by State Bank of India, to their bank account will be borne by the party/ tenderer.</p> <p>(ii) <b>Payment towards Annual Maintenance Contract (AMC) Charges for Three Years</b> 100% payment shall be made within 30 days of receipt of Invoice after each visit.</p>	
Guarantee/ Warranty Certificate	Party must stand/furnish Guarantee Certificate towards any defect in Design, Manufacturer or faulty workmanship revealed during actual usage of the Locomotive for a period of 24 months from Date of Dispatch or 5000 running hours from the date of Commissioning at Nangal, whichever is earlier. The party will rectify the defect/replace the defective parts or assemblies free of charge at NFL site during the above period. New Parts shall have to be arranged by party at their own cost."	
	Bidder shall also submit CERTIFICATE confirming that during Guarantee Period as per Clause above, requirement of any additional Spares/Parts if any other than the list shall be supplied free of cost.	
(viii) Type of Tender	<b>TWO PART BID [Open Tender]</b>	
(ix) Earnest Money Deposit (EMD)	<p><b>Rs. 1,00,000/- (Rupees One Lakh Only) in the form of RTGS/NEFT/BG (detailed as per NIT Clause No. 6 of Special terms and conditions)</b></p> <p><b>(Exemption to MSE Vendors to submit EMD, against submitting of valid MSE Registration Certificate alongwith offer)</b></p> <p><b>Incase EMD/SD submitted through NEFT/RTGS, URN. No for the same may be mentioned.</b></p>	



	(x) Security Deposit- Cum-Performance Bank Guarantee (SD- cum-PBG)	In case of order, the tenderer shall be required to furnish non-interest bearing SD-cum-PBG @ 5% of the Basic Value of the Order after adjusting EMD (if already submitted) within 15 days from the date of receipt of order.  (Detailed as per NIT Clause No. 7 of Special terms and conditions).  Incase EMD/SD-cum-PBG submitted through NEFT/RTGS, URN. No for the same may be mentioned	
2	Offer Validity	Price and delivery quoted by you must be firm and valid for a minimum period of <b>120 days</b> from the date of Opening of Quotation.	
3	Complete Bank Details	Please mention your Complete Bank details.	
4	Transit Insurance	Transit Insurance of the material shall be in bidder's scope.	
5	<b>Price Basis</b>	Please confirm that quoted prices are on <b>FOR Basis</b> .  (Tenderer to quote <b>FOR Price inclusive of all ie. Basic Price + P&amp;F + Transit Insurance + Freight + GST etc.</b> ) (Please do not comment 'Agreed' against this column)	
6	Firm Prices	Vendor to confirm that Total Landed Rate will remain firm till the complete execution of the Order. No revision in rates allowed except for any increase/decrease in rates of statutory levies and duties such as GST etc.	
7	Delivery Period	<b>Vendor shall quote/mention Minimum Shortest Delivery Period specifically in Weeks/ Months.</b> <b>Please do not comment 'Confirmed/Agreed' against this column.</b>	
8	Liquidated Damages for Delay in Supply/ Installation & Commissioning	1/2 % per week subject to Maximum 5 % (as per Clause No. 8 of other terms and conditions)	
9	GST Rate	Tenderer to confirm rate of GST (%)	
10	GST No.	Bidder to mention here complete GST No.	
11	HSN Code	Please, indicate HSN Code of the Item(s)	
12	MSMED Registration	Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises. <b>MSE Policy shall be applicable.</b>	
13	Relationship	i. It shall be certified by the tenderer that None of NFL Employee is related to Owner / Director of Firm. ii. It shall be certified by the tenderer that None of Ex-Employee of NFL is employed with vendor Firm. iii. 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.	
14	Black-listing/ Delisting	Vendor to confirm that they have not been delisted/ black-listed in any Unit of NFL.	

15	The tenderer should be a Manufacturer or an authorized dealer of manufacturer	In case the manufacturer want to quote through their authorized dealer/distributor then authorization certificate from the manufacturer is required. For participation in the Tender, Tender specific approval is required from manufacturer.	
16	Any Other Comments/Information/Remarks	No Deviation to the terms & conditions of NIT is allowed. The offer with any condition/deviations is liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	
	*	Please confirm acceptance of all the above terms and conditions of this Tender Document.	
17	<b>MAKE IN INDIA</b>	Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 ( <b>Latest notification shall be applicable</b> )	
	A	<b>The 'Class-I local supplier'/'Class-II Local supplier'</b> at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local supplier'/'Class-II Local supplier', as the case may be. They shall also give details of the locations (s) at which the local value addition is made.	
	i	<b>The 'Class-I local supplier'</b> = The minimum Local content equal or more than =50% <b>Indicate percentage of local content and provide self-certification</b>	
	ii	<b>The 'Class-II local supplier'</b> = The minimum Local content equal or more than 20% but less than =50% <b>Indicate percentage of local content and provide self-certification</b>	
	iii	<b>Non-Local Supplier-</b> Means a supplier or service provider, whose goods, services or work offered for procurement, has local content less than 20%, <b>Indicate percentage of local content and provide self-certification.</b>	
18	MSME/MAKE IN INDIA CLAUSES	MSME / MAKE IN INDIA POLICY WILL BE APPLICABLE AS PER GOVT. NORMS FROM TIME TO TIME CHANGE.	
19	MAKE IN INDIA CERTIFICATION ON PROCUREMENT	Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per Annexure-Y enclosed alongwith offer.	
20	Integrity Pact	Integrity Pact duly signed and uploaded	
21	Acceptance of NIT Terms & Conditions	Vendor will confirm their acceptance to the Terms and Conditions of the NIT without any deviation.	
22	RESTRICTION CERTIFICATION ON PROCUREMENT	Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per Annexure-Z enclosed alongwith offer.	
23	Bifurcation of Prices	After completion of Reverse Auctioning, successful bidder shall provide the Bifurcation of the Prices i.e. Cost of Locomotive, Erection & Commissioning Charges and Annual Maintenance Charges	

TECHNICAL SECTION

SPECIFICATIONS

- (A) Design, Manufacture, Supply, Testing and Commissioning of broad gauge Shunting Locomotive having Twin-Power-Pack, Two Diesel Engines with 4 Axles and Two Hydraulic Turbo Reverse Transmission of Total Drive Power Minimum 700 HP, the drive from the Transmission to Wheel will be through Final Drives and Heavy Duty Cardan Shafts/ or Diesel Electric locomotive having twin power pack, two axle bogies with all 4 axles independently motored, with two traction generators total driving power minimum 700 HP.
- (B) The detailed technical requirement and mechanical design requirement shall be as per Annexure IA & IB.
- (C) All CONSUMABLES like Filters, Gaskets, Hoses, Lubricants, etc. and MAINTENANCE SPARES required during Guarantee period as per clause (8) below for their recommended Preventive Schedule Maintenance/Services of the Diesel Engines and Assemblies/Sub-assemblies of complete Locomotive as recommended by the Bidder/Manufacturer of Sub-assemblies are to be supplied along with Locomotive and shall be QUOTED AS LUMPSUM inclusive in cost of Locomotive. However, Bidder shall submit Schedule for Preventive Maintenance/Services and the list of all such items/spares required for it mentioning their Part Numbers with Installed and Recommended Quantities. Bidder shall also submit CERTIFICATE confirming that during that Guarantee Period as per clause (8), requirement of any additional Spares/Parts if any other than the list shall be supplied free of cost.
- (D) Bidder shall submit quotation for 02(two) years Recommended Maintenance spares with list of Installed and Recommended Quantities for Diesel Engines and Assemblies/Sub-assemblies for complete Locomotive. However, it will be NFL discretion to purchase All/Partial/Nil recommended maintenance SPARES along with Locomotive.

TECHNICAL TERMS & CONDITIONS:-

1. The following information should be furnished along with the quotation for technical assessment.
  - 1.1 Complete scope of supply.
  - 1.2 Complete Catalogue/Technical Literature of quoted Locomotive Engine.
  - 1.3 G.A drawing of the Locomotive.
  - 1.4 Quality Assurance Plan.
  - 1.5 Documents as required as per Eligibility Criteria.
  - 1.6 Minimum Delivery Period.
  - 1.7 Deviations, if any, from terms and conditions of NIT.
  - 1.8 Maintenance Spares required during Guarantee Period as per (C) above.
  - 1.9 Two years Maintenance spares as per (D) above.
2. For Financial evaluation of bid following shall be considered.
  - a) Cost of Locomotives as per (A) & (B) above.
  - b) Commissioning and Transportation charges.
  - c) Lump sum cost of maintenance spares required as per (C) above.
  - d) AMC charges as per (4) below.
3. Party must confirm availability of after sales service in India as well as availability of spares, including for Engines of the offered Locomotive for at-least next 15 years without obsolescence.

Handwritten signatures and initials in blue ink.

4. Party shall quote to undertake AMC (Annual Maintenance Contract) of Locomotive Engine for a period of 03 (Three) Years after the expiry of Guarantee/Warranty period. Under AMC party must consider minimum four visits in a year to NFL site for checking & Services of Loco. The AMC charges will be included in the cost of Loco for evaluation of overall Lowest Bid. Detail terms & conditions of AMC offered to be furnished in the Technical Bid.
5. Bidder shall furnish complete details/ documents along their Technical Bid. Bidder shall furnish Technical Specifications & Design Data of their quoted shunting locomotive in the Performance attached as per **Annexure-I. A & Annexure-I.B.**
6. If required, NFL may inspect the locomotive at party's work before dispatch; Party shall intimate the readiness of the Locomotive 15 days in advance.
7. The successful load test of the supplied locomotive shall be carried out at NFL Nangal site in line to Haulage Capacity Chart in presence of representatives of party and NFL.
8. **Guarantee/Warranty:-**Party must stand Guarantee towards any defect in Design, Manufacturer or faulty workmanship revealed during actual usage of the Locomotive for a period of 24 months/5000 running Hrs from the Date of Successful Commissioning. The party will rectify the defect/replace the defective parts or assemblies free of charge at NFL site during the above period. New Parts shall have to be arranged by party at their own cost.
9. **Commissioning at site:-**Party will depute their personnel for commissioning of Locomotive at Nangal site. Commissioning of Locomotive is to be done within a week it reaches at Nangal site.
10. Party shall submit the following certificates/Documents and Assemblies /Sub-assemblies of Complete Locomotive as per Standard Engineering Practices, as below-
  1. Load Test of Diesel Engines
  2. Load Test of Hydraulic Transmissions/Electric transmission with traction generators.
  3. Manufacturer Test Certificates of bought out items/ assemblies like Cardan Shaft ,Coupling, Air Compressor, Brake equipments, Couplers, Side Buffers, wheels, bearings, Axles, Springs, traction generators, traction motors etc.
  4. Certificates of other manufactured items like Under Frame, Bogie, Cabin, Hood, Fuel Tank, Spring Beam, Axles Drive Housing, Shafts, Gears, Axle, and Wheel Axle Assembly etc.
- 10.2 Four sets of O&M manuals in English language consisting of following details along with techno-commercial bid:-
  - i. Spare parts details along with part No. & installed quantities.
  - ii. G.A. drawing of the Locomotive.
  - iii. Grades of Lubricants, Greases, Hydraulic oils used in the Locomotive with their international equipments.
  - iv. Detailed cross sectional drawings of sub-assemblies indicating part nos.
  - v. Electrical wire circuits diagrams.
  - vi. Pneumatic control circuit/ Diagrams.
- 10.3 Emission certificate for Diesel Engine from the engine manufacturer as per BS-III emission norms as mentioned below.

Power ( kW)	CO (g/kWh)	HC+NOX (g/kWh)	PM (g/kWh)
130 ≤ P < 560	3.50	4.00	0.2

- 10.4 Guarantee /Warranty Certificate as per Clause No.8 above.
11. Final acceptance/inspection of the Locomotive shall be done at Nangal after hauling load testing & confirmation of various features under joint section of NFL and the supplier.
12. Party will impart training to Loco Drivers as well as maintenance staff of NFL at for 6 days for operation and routine maintenance of the Locomotive for free of cost. Boarding & lodging charges shall be borne by NFL in case of training at Party's work.





Annexure-I-A			
Specification for Diesel Hydraulic/Diesel Electric Shunting Locomotive			
S. No.	Details	NFL Requirement	Data/Confirmation by Vendor
1.	Manufacturer	To be specified by vender	
2.	Offered make of Model	To be specified by vender	
3.	Service	Shunting	
4.	Power Rating of Locomotive	700 HP, Twin power pack	
5.	Classification, Axle arrangement	To be specified by vender	
6.	Number of Axles, Driven/Non Driven	Four, All Driven	
7.	Over all dimensions Drg.No.	To be specified by vender	
8.	Rail Gauge (mm)	1676	
9.	Maximum Axle Load (Te)+-3%	To be specified by vender	
10.	Weight of Locomotive on Rail under working conditions (Te)+-3%	To be specified by vender	
11.	Maximum Tractive Effort (kn)	To be specified by vender	
12.	Wheel diameter over tread (mm)	To be specified by vender	
13.	Fuel Tank Capacity ( Liters)	To be specified by vender	
14.	Maximum Radius of curve that can be negotiated (M)	To be specified by vender	
15.	Tractive Effort Vs speed curve No.	To be specified by vender	
16.	Maximum Geared speed of locomotive (kmph)	To be specified by vender	
17.	Maximum continuous tractive effort (kn)	To be specified by vender	
18.	Minimum speed at Maximum continuous tractive effort (kmph)	To be specified by vender	
19.	Diesel Engine		
20.	Diesel Engine make	Cummins/Caterpillar	
21.	Model Number/Type	To be specified by vender	
22.	No. of Cylinder	To be specified by vender	
23.	Type of Cycle	Four Stroke	
24.	Bore and stroke	To be specified by vender	
25.	Displacement ( liter or cu.in)	To be specified by vender	
26.	Rated speed of Engine (rpm)	To be specified by vender	
27.	Rated Cross output power(+5%) under standard condition-Intermittent (HP)	To be specified by vender	
28.	Rated Gross output power(+5%)under standard condition-continuous(HP)	To be specified by vender	
29.	Number of engine installed per locomotive	Two	
30.	Description of pressure charging	Turbo charged and after cooler	
31.	Conforming to STD	To be specified by vender	
32.	Fuel consumption @ 100% Load	To be specified by vender	
33.	Transmission		
34.	Transmission Type	Hydraulic/Electrical	
35.	Make of Transmission hydraulic/electric traction	Suri/Kirloskar/Voith/BHEL	
36.	Model number/type	To be specified by vender	
37.	Drive to Axle	To be specified by vender	







**Annexure-I.B**

**Mechanical Design of Locomotive**

Sr. No	Arrangement	NFL Requirement	Data/ Confirmation by Vendor
1	<b>MAIN FRAME</b>	The mainframe will be of robust box type design, fabricated IS-2062 quality of weldable steel designed to with stand high loads and static burring strength. The complete frame should be of welded construction to give good torsional stability and resistance to impact and bending respectively. The construction is well braced with transverse and longitudinal members to with stand buffing and draw gear loads encountered during shunting operations. The design of the main frame includes a heavy deck plate extending over entire frame length for mounting of main equipment. Provision should be given for lifting of complete locomotive with its super structure and equipment and also for lifting the body of the locomotive by means of high lift jacks.	
2.	<b>BOGIE</b>	The bogies will be of BB design and of robust construction to withstand the maximum traction and braking forces during operation. Design characteristic include high adhesion, low weight transfer and satisfactory riding comfort. Horn guide faces are provided with manganese steel liners. Design provides for equalizing load on the axles..	
3.	<b>WHEEL AXLE &amp; FINAL DRIVE</b>	Monoblock, heavy duty rolled steel wheels conforming to Indian Railway specifications R34. Axle are manufactured from high grade steel forgings, heat treated appropriately, ultrasonically tested and designed to withstand heavy impact load and bending stresses complaint to Indian Railway specification. Grease lubricated heavy duty roller bearings should be located in robust cast steel housings with renewable wear resistant steel liners bearing against similar liner on bogie horns. The axle boxes should be designed to with stand the heavy jerks.	
4.	<b>JACKING PADS</b>	Provision has been made in the frame for lifting of complete locomotive with bogies or lifting the under frame and super structure by means of lifting jack after disconnecting bogies.	
5.	<b>DRIVERS CABIN</b>	The Locomotive is provided with full width single driving cab properly ventilated and fully insulated and sound proof with all round visibility. The design is based upon sound ergonomic considerations for maximum driver comfort. Two entrance doors are provided on diagonally opposite sides. Location of controls, gauges and instrumentation are arranged for easy accessibility and visibility. There is provision for single control panel with two driver's desk having controls for movement of Locomotive in either direction. Heavy duty pneumatically operated windscreen wipers are provided for front and rear windows	
6.	<b>SUPER STRUCTURE</b>	Bonnet type construction with hinged side doors with louvers. Provision exists for walkway right around the Locomotive. Rainwater gutters are provided for drainage along the length of the Locomotive.	
7.	<b>FUEL TANK</b>	Fuel tank is manufactured from heavy gauge steel, well baffled and ventilated. The fuel tank will be located under the deck. Two numbers graduated (Litres) and protected fuel gauges will be provided on either side of the tank.	


  
 [Handwritten signatures and initials in blue ink]



8.	<b>DRAW AND BUFFER GEAR</b>	The Locomotive is fitted with at each end with transition type Couplers and side buffers standardized for operation.	
9.	<b>SUSPENSION</b>	Helical Springs conforming to Indian Railway Specification R1 for Silicon Manganese Steel or AAR Specification M-114 or Equivalent has been used to transfer the load from pivot to the axles.	
10	<b>COW CATCHER</b>	Cow catcher of robust construction and bolted to the buffer beam is provided at end of the Locomotive.	
11	<b>DIESEL ENGINE</b>	The locomotive will powered with two Four-stroke Diesel Engines which will be proven for traction application and operates reliably under tropical conditions. Engine Starting will be of electrical type and Engine rating will be designed for maximum load requirement for traction and power requirement for auxiliaries.	
12	<b>RADIATOR ARRANGEMENT</b>	The water cooling system for both Engines system and Transmission oil is pressurized and of robust construction with provision of twin radiators of adequate capacity to handle the cooling requirements under continuous full load conditions.	
13	<b>HAND RAIL &amp; FOOTSTEPS</b>	Suitable hand rails will be provided along the side of the hood, across ends and near footsteps. Footsteps will be of non-skid plates provided at four corners of the frame and near entrance doors.	
14	<b>AIR INTAKE ARRANGEMENT</b>	Air intake is filtered through primary and secondary filters.	
15	<b>TRANSMISSION</b>	<p><b>1. In case of hydraulic locomotive :</b>The locomotive will be fitted with of Suri / Kirloskar / Voith make transmissions with torque converter for forward &amp; reverse capability, which are proven design for application and operate reliably. The transmission will be of instant turbo reversing clutch less type and will be designed to automatically adjust the torque requirements which commensurate with demands from the trailing load input and output power to and from the transmission is through heavy duty cardan shaft.</p> <p><b>2. In case of diesel electric locomotive:</b> The locomotive will be fitted with BHEL make transmission with traction generator and traction motors for forward and reverse capability which are proven design for application and operate reliably.</p>	
16	<b>BATTERIES</b>	Lead acid storage heavy duty 24 V Storage Batteries of robust and proven design and of adequate capacity will be provided in a fabricated steel box, suitably located for inspection and topping up together with adequate ventilation and drainage.	









17	<b>BRAKE RIGGING ARRANGEMENT</b>	Locomotives are fitted with compressed air brake system design using reputed brake components. The braking system is designed such that with full brake pressure, the braking force on brake shoes is 80% of the maximum weight of the Locomotive. All wheels of the Locomotive are braked and the brake shoes are made from Ferrodo. Additionally, the locomotive will be equipped with Air brake system for trailing load. The location of the brake valve should be either side of desk board in corner of operator cabin and in front of operator's seat. Slack adjusters should have designed for adjustment of brakes to take care of the wear on brake block and to maintain effective braking on the locomotive. Also the Locomotive should be equipped with suitable parking brakes / hand brake operated from the cab for holding the vehicle on gradients during Emergency / Parking.	
18	<b>WARNING HORNS</b>	Dual tone Pneumatic Horns will be fitted facing outwards operation able from either side of the control desk.	
19	<b>WIND SCREEN WIPERS</b>	Heavy duty pneumatically operated wind-screen wipers should have provided for front and rear lookout fixed windows.	
20	<b>FUEL TANK</b>	Fuel Tank should have fabricated from heavy gauge steel with ample baffles as provision against surge. The tank should facilitate with the mechanical as well as gauge glass and shall have provision of Filling points.	
21	<b>STANDING ARRANGMENT</b>	Pneumatic sanding gear of reliable and robust type is provided so that sand is available on the leading wheels of each bogie in either direction of travel.	
22	<b>FIRE EXTINGUISHER</b>	A fire extinguisher of dry powder CO2 cartridge type should be provided in the driver's cabin.	
23	<b>COMPRESSOR</b>	The air compressor is designed of adequate capacity to meet the requirements for both the braking system and auxiliary controls.	
24	<b>PAINTING</b>	The painting scheme will be as per NFL requirement/ manufacturer standard and painting will be satisfactory enough to last harsh operating conditions at site.	
25	<b>PNEUMATIC PIPING</b>	Pneumatic pipes will be used on the Locomotive control to Specification IS:1239. The layout will be designed to allow easy access with provision of long length with minimum bends and elbows. Electrical conduits will be separated out from the pneumatic piping with the length of the piping/cables kept to the bear minimum with junction boxes for access and fault rectification. All cable and wires will be tagged and tabled as per standard practice. Pipe/ducts and conduits will be marked with different colours for easy identification.	
26	<b>ELECTRICAL EQUIPMENT</b>	Head light and Tail light Cabin light. Two fans in Cabin. Two plug points at each side underneath the running board for use of portable inspection lamp. One portable inspection lamp with flexible cables. Switches for lights and fans. Proper lighting in engine compartment.	







27	<b>CONTROL EQUIPMENT AND INSTRUMENTATION</b>	<p>Adequate control equipment including gauges, instruments and Safety devices are provided for safe and satisfactory operation of Locomotive. Control stands are positioned in such a way as to enable driving in either direction. The following controls, gauges and safety devices are provided:-</p> <p><b>Controls</b>  Engine Start-Stop  Engine throttle-cum-forward/reverse  Illumination  Brake  Horn  Windscreen Wipers  Sanding  Battery switch</p> <p><b>Instruments and Gauges</b>  Engine Service hour meter  Engine RPM meter  Speedometer  Engine Oil Pressure Gauge  Engine Water Temperature Gauge  Air Pressure Gauges for Brake system  Brake Cylinder Pressure Gauge  Control air pressure gauge  Main Air Reservoir Pressure Gauge  Ammeter for Battery  Transmission Oil Pressure and Temperature Gauges</p> <p><b>Warning Signals / Indication Lamps and Safety Devices:</b>  <b>Low lube Oil Pressure:</b> Transmission Power cut-off and Engine shut down  <b>Radiator water temperature too high:</b> Power to Transmission cut off and Engine shut down  <b>Engine RPM too high:</b> Power to Transmission cut-off and Engine shut down  <b>Transmission Oil Temperature too high:</b> Transmission Power cut-off  <b>Exhaust Gas Temperature too high:</b> Engine shut down  <b>Transmission On:</b> Indication signal  <b>Battery discharge:</b> Indication signal  <b>Head light/ Parking lights On:</b> Indication signal  All the instruments and gauges are of proven and reliable design. In addition to above safety devices, protection against electrical overload are also provided.</p>	
28	<b>QUALITY ASSURANCE PLAN</b>	<p>The Locomotive will be built as per the Standard and Specifications laid out in manufacturer's Quality Assurance Plan covering materials, bought out items manufacturing processes, workmanship and testing requirements for sub assemblies and the finished Locomotive.</p>	

## ANNEXURE-A

## ELIGIBILITY CRITERIA

S. No.	Condition	Documents
1	The Bidder should be manufacturer of <b>Diesel Hydraulic / Diesel Electric Locomotives</b> and should have supplied minimum 02 Nos "Similar Locomotives" to Govt./Public sector/Private Sector during the last Ten years as on last date of previous month of tender opening date. "Similar Locomotive" means Diesel Locomotive with Hydraulic Transmission/Electric Transmission (as quoted by the bidder) for Shunting or Normal Operation in capacity range not less than 700 HP (Single/Twin Power Pack) on Indian Board Gauge (1676 mm)	Self attested copies of executed Purchase Orders with full Technical Details of supplied Locomotives in the last date of previous month on Tender Opening Date.
2.	Out of the above 02 Nos. supplied Locomotives, minimum, 01 No. Locomotive should be in satisfactory operation for the last three consecutive years on the last date of previous month on Tender Opening Date.	Satisfactory Performance Certificate from end users on their Letter Head is required.
3.	Bidder should have permanent service facilities in India for technical support and spare part supply at short notice and shall be capable to provide spares and service support for a period of at least 15 years from the date of supply of equipment at NFL Nangal.	Undertaking on bidder's Letter Head that they will provide Spares & Service Support for quoted Locomotive for a period of at least 15 years from the date of supply of the Locomotive at Nangal along with proof of manufacturing facilities in operation.
4.	The Average annual financial turnover of the bidder during the last three financial years i.e. 2020-21, 2021-22 and 2022-23 or calendar year 2020, 2021 and 2022 should be not less than Rs. 75.60 Lakhs.	Bidders shall submit self-attested copies of Audited Profit & Loss Account and Balance Sheet for the last three financial years i.e. 2020-21, 2021-22 and 2022-23 or calendar year 2020, 2021 and 2022:  In case audited Balance Sheet/ Profit & Loss Account statement not available, Turnover Certificate duly certified by Chartered Accountant with UDIN as documentary evidence in support thereof.
5.	Net worth of the bidder should be positive as on 31.03.2023 or 31.12.2022 (incase of calendar year)	Audited Balance Sheet and Profit & Loss Account statement or Net Worth certificate duly certified by Chartered Accountant with UDIN, for the FY 2022-23 or calendar year 2022.

**Self-Certification Form: Make In India (Local Content)  
(On Company's Letter Head)**

**Tender Ref. No.:** .....

To

M/s National Fertilizers Limited, Nangal

Sub: Self Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated: 16.09.2020

Sir,

I.....(authorized signatory) for M/s.....a 'Class I Local Supplier' / 'Class II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for Class I Local Supplier' / 'Class II Local Supplier' (**Tick appropriate option & cut the other one**) and the Local Content percentage is.....

I also certify that the contractor M/s..... has not been debarred by any procuring entity from violation of this order.

The address is as below, where the local content/ value addition is made:  
[Factory Address]

For M/s.....

Authorized Signatory  
(with company seal & Name)

**Model Clause Certificate: Public Procurement No. 1  
(On Company's Letter Head)**

**Tender Ref. No.:** .....

To  
M/s National Fertilizers Limited, Nangal

Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020

Sir,

I.....(authorized signatory) for  
M/s..... have read the clause regarding restrictions on  
procurement from a contractor of a country which shares a land border with India. We certify  
that this contractor

M/s.....**[Vendor Name & address]** is not from such a country  
or, if from such a country **[Tick appropriate option & cut the other one]**, has been registered  
with the competent authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered  
**[attach evidence of valid registration certificate with competent authority]**.

For M/s.....

Authorized Signatory  
(with company seal & Name)

BID SECURITY (EMD) FORM

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

IN CONSIDERATION OF NATIONAL FERTILIZERS LIMITED (NFL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003 (HEREINAFTER CALLED NFL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT \_\_\_\_\_ (HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO

\_\_\_\_\_ FOR \_\_\_\_\_ HEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER \_\_\_\_\_ FOR \_\_\_\_\_ ON PRODUCTION OF BANK GUARANTEE FOR RS. \_\_\_\_\_ (RUPEES \_\_\_\_\_ ONLY).

1. WE \_\_\_\_\_ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO NFL AN AMOUNT NOT EXCEEDING RS. \_\_\_\_\_ (RUPEES \_\_\_\_\_ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'NFL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE \_\_\_\_\_ BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'NFL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'NFL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING \_\_\_\_\_ (RS \_\_\_\_\_ ONLY).

3. WE \_\_\_\_\_ BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE 111

PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF NFL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF NFL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE \_\_\_\_\_ TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE

VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE \_\_\_\_\_ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'NFL' IN WRITING.

DATED \_\_\_\_\_ DAY OF \_\_\_\_\_ 200

CORPORATE SEAL FOR BANK

**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 SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

The decision of the Owner as to whether the terms and conditions of this 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. \_\_\_\_\_.



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 / erection / completion certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee shall become null and void.

3. This SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee will remain in force initially upto \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The SECURITY DEPOSIT-CUM-PERFORMANCE Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. 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 \_\_\_\_\_.

(Indicate the name of the Bank with stamp)



## INTEGRITY PACT

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement. NFL, as one of its endeavors to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (NFL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, a Memorandum of Understanding (MoU) on Integrity Pact has been signed on 9th May, 2014 by NFL with Transparency International India (Indian chapter of Transparency International).

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (NFL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitors who ensure that concerned parties comply with their respective obligations under the Integrity Pact. Independent External Monitors (IEMs) nominated by Central Vigilance Commission (CVC) shall monitor the activities. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitors (IEMs) as per details given below:

(IEMs)

(1). Shri Hermanprit Singh  
12, Bevedre Road, Alipore  
Kolkata-700027  
E-mail: [hermanprit@gmail.com](mailto:hermanprit@gmail.com);

(2). Shri Rakesh Kumar Agrawal  
A-15, Ground Floor  
South Extension part-II  
New Delhi-110049  
E-mail: [rkagrawal1958@gmail.com](mailto:rkagrawal1958@gmail.com);

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

National Fertilizers Limited (NFL) herein after referred to as "The Principal".

AND

\_\_\_\_\_ herein after referred to as "The Bidder/Contractor"

#### PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for Procurement of Shunting Locomotive (SS/2021/7). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

#### **Section 1 – Commitments of the Principal.**

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

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

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









#### contract execution:

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

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

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

#### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5: Previous Transgression**

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

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

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

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

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

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

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.





GLORIOUS YEARS

नंगल इकाई  
Nangal Unit

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.
8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

#### Section 9: Pact Duration

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

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

#### Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.



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

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

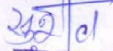
• COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

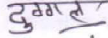
  
सुशील कुमार बली / Sushil Kumar Bali  
प्रबंधक (सामग्री) / Manager (Matls)  
नेशनल फर्टिलाइजर्स लिमिटेड / N.F.L.  
नंगल यूनिट / Nangal Unit  
नया नंगल (पंजाब) / Naya Nangal (Pb.)

(Office Seal)

Place: Naya Nangal

Date: 04/03/2024

Witness 1:



(Name & Address)


(उपेन्द्र दुग्गल / Upender Duggal)  
सहायक प्रबंधक (सामग्री) / AM (Matls)  
नेशनल फर्टिलाइजर्स लिमिटेड / N.F.L.  
नंगल इकाई / Nangal Unit  
नया नंगल / Naya Nangal

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

  
प्रविण चलाख / PRAVIN CHALAKH  
सहायक प्रबंधक (सामग्री) / Asst. Mgr. (Matls)  
नेशनल फर्टिलाइजर्स लिमिटेड / N.F.L.  
नंगल इकाई / Nangal Unit

Witness 2:

(Name & Address)