



नेशनल फर्टिलाइजर्स लिमिटेड

(भारत सरकार का उपक्रम)

National Fertilizers Limited

(A Govt. of India Undertaking)

गोहाना रोड, पानीपत-132 106
(हरियाणा)

Gohana Road, Panipat- 132 106 (Haryana)
India

An ISO-9001, 14001 & OHSAS-18001 Unit

GSTIN:06AAACN0189N1Z8



ईमेल: nflpanipat@nfl.co.in

वेबसाइट:

www.nationalfertilizers.com

फैक्स : (91)180-2652515

फोन 91)180-2652481,83,85

Annexure-I

Tenders are invited through GeM Portal only. No bid shall be accepted in physical mode and any other mode.

COVERING LETTER OF NIT/INSTRUCTIONS TO THE TENDERER AND TENDER CONDITIONS

NIT Ref. No.: NFL/PT/PROD/U&B/36/IHOU/2024-26

dated: 26.03.2024

To

M/s, _____

SUBJECT: - NIT FOR CONTRACT FOR INTERNAL HANDLING OF UREA 2024-26

Dear Sir(s),

. Tenders are invited through GeM portal for the work as detailed below:

1.	Name of Work	Contract for Internal Handling of Urea 2024-26.
2.	Earnest Money: (Tender received without EMD is liable to be rejected) Proof of EMD and Tender fees submission by at least 2 days prior to opening of Technical Bid (UTR Number/ Transaction ID/NEFT Details if EMD and Tender Fees submitted through online Fund Transfer) on Email: jkmandal@nfl.co.in	Tenderer to submit Earnest Money of Rs. 100000/- (Rs. One Lac only) in the form of crossed Demand Draft / Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Panipat, payable at Panipat. EMD may also be accepted through RTGS/NEFT in NFL's account. Cheque shall not be accepted in any case. In case party is seeking exemption of EMD under MSMED act, he is required to submit the required documents showing eligibility. Bank details of this account are as under: Name: NATIONAL FERTILIZER LTD Account No.: 10565845486 Name of Bank: State Bank of India IFSC Code: SBIN0001620 Branch Address: Main Branch, GT Road, Panipat

3.	Cost of Tender Form: (Note: Bidder should prepare the EMD and tender Fees as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the tender Processing section, latest by the last date of bid submission. The Details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.	Tenderer to submit separately Rs 1000 (Rs. One Thousand only) in the form of crossed Demand Draft /Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Panipat, payable at Panipat as Tender cost. Tender cost may also be accepted through RTGS/NEFT in NFL's account. Bank details of this account are as under: Name: NATIONAL FERTILIZER LTD Account No.: 10565845486 Name of Bank: State Bank of India IFSC Code: SBIN0001620 Branch Address: Main Branch, GT Road, Panipat Cheque shall not be accepted in any case. (Separate DDs / Banker's Cheque/ RTGS/ NEFT for both Tender fee and EMD amounts)
4.	Estimated Value of the work	Rs. 57742372.5/- Including GST
5.	Validity of Tender	120 days from the Date of Opening of tender /Technical Bids for the acceptance
6.	a) Validity / Period of Contract	Two year from the date of award of the Contract.
	b) Time of Completion	Two Year
7.	Last date and time of Issue of Tenders	As per GeM bid document
8.	Last date and time of Receipt of Tenders	As per GeM bid document
9.	The date and time of Opening of Tenders	As per GeM bid document
10.	Place of receipt and Opening of Tenders	Office of Chief Manager (Production), NFL Panipat Unit.

Basis of estimate: Estimate is based on the rates of the current contract for two years awarded for the year 2022-24

- 11) Tender Documents may be downloaded from our website **www.nationalfertilizers.com** and CPP portal & **www.gem.gov.in**. In case documents are downloaded directly from the said websites, requisite **tender fees** and **EMD** shall be submitted along with tender documents in **envelope No 1**.
Parties are advised to visit NFL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.
- 12) Tender Documents may also be obtained from the office of undersigned before due date of Tender submission on deposit of Demand Draft / Banker's Cheque of Rs. **1000.00 (Rs. One thousand only)** in favour of NFL payable at Panipat towards cost of Tender documents (Rs 50.00 shall be charged extra for getting tender documents through Post).
- 13) All requests for interpretation, clarification & queries in connection with Tender shall be addressed in writing to chief manager (Production), Mgr.(P-U&B) & Dy. Mgr.(P-Bagging) at least 7 (Seven) days prior to the closing date of the tender.

- 14) The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.
- 15) The rates should be quoted item wise for the complete Scope of Work as per Performa 'Schedule of Rates'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for **120 days** from the date of opening of Technical bid for the acceptance.
- 16) In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be acceptable.
- 17) The tenderer shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of Rates.
- 18) National Fertilizers Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender. The tender can be split between two or more tenderer without assigning any reason thereof as per the requirement on case to case basis.
- 19) Incomplete Tenders or Tenders not accompanied with the required Details / Documents / Tender fee/ EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.
- 20) Submission of Tenders:
 - i) No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
 - ii) Tender documents should be submitted along with duly filled in all Annexures.
 - iii) The tender will be divided in three parts:-
 - a) EMD
 - b) Technical and commercial bid
 - c) Price bid

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

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

Envelop No. 1:

Will contain EARNEST MONEY of Rs. 100000/- (Rs. One Lac only) and Rs 1000 (Rupees one Thousand only) as Tender Fees in the form of a crossed demand draft issued by any scheduled bank except rural and cooperative bank in favor of National Fertilizers Limited, Panipat, payable at Panipat. EMD and Tender Fees may also be accepted through RTGS/NEFT in NFL's account. Bank details of this account are as under:

Name: NATIONAL FERTILIZER LTD

Account No.: 10565845486

Name of Bank: State Bank of India

IFSC Code: SBIN0001620

Branch Address: Main Branch, GT Road, Panipat

This envelope should be super scribed "EARNEST MONEY".

Envelop No. 2:

Second sealed envelope super scribed "TECHNICAL AND COMMERCIAL BID" containing the following documents:

Signed copies of complete tender documents, including Performa for schedule of quantities WITHOUT prices as enclosed & documents as asked in Para 22 along with. Tenderer should sign each copy of these documents in token of acceptance of our terms and conditions.

Envelop No. 3:

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

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

All the above three envelopes should be placed and submitted in a single envelope superscribed as "NIT No NFL/PT/PROD/U&B/36/IHOU/2024-26, NIT Dated: __/__/__, Date of Opening of the tender: __/__/__.

21) Opening of Tender:

The Tender shall be opened as under:

Envelope No. 1:

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

Envelope No. 2:

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

Envelope No. 3:

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

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

(i) In case the parties are pre- qualified;

a) Declaration Forms I, II & III (Annexure II, III & IV)

b) An Affidavit as per Affidavit-VI on Non-Judicial Stamp paper of appropriate value

c) Notarized/Certified copy Power of Attorney/ Authorization in name of person who has signed the tender documents/bid (in case of Partnership Firm/Company or otherwise as the case may be.

(ii) In case parties are not prequalified, their offer will be considered as per eligibility criteria mentioned in the NIT/Tender. Tenderer shall submit along with the tenders full particulars of their capacity, experience giving the list of similar jobs carried out by them during the last seven years, the complete address of organization for which such works have been executed and also substantiate their claims furnishing the copy of

their credentials as per NIT. In the absence of these documents tender will not be considered

- 23 NFL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids.
- 24) Evaluation of offer shall be on overall L-1 basis.
- 25) All pages shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
- 26) No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.
- 27) The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister / group / Associates Company. In such cases only one of them will be eligible for participating in the tender.
- 28) While submitting the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 29) One person will be allowed to represent only one company during discussion/ negotiation with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 30) NFL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 31) In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happen to be a holiday / closed day, the tender will be received / opened on the next working day.
- 32) More than one quotation in a single sealed envelope will not be considered. Not more than one tender shall be submitted by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder .No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
- 33) The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.
- 34) NFL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.

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

OR

 - (b) That has been hired (proposed to be hired) by the NFL as an Engineer/ Consultant for the contract."
- 46) Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XII.

- 47) The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such “Power of Attorney” should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender.”
- 48) In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to NFL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 49) NFL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by NFL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NFL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NFL thereunder.”
- 50) This letter/instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
- 51) The Tender shall be addressed to Chief Manager (Production), National Fertilizers Limited, Panipat.

Thanking you,

Yours Sincerely,
For & on behalf of
National Fertilizers Limited

Name: J.K.Mandal
Designation: Chief Mgr. (Production)

SPECIAL TERMS & CONDITIONS OF THE CONTRACT & SCOPE OF WORK :

Sub: Contract for Internal Handling of Urea 2024-26

1.0 COMMERCIAL CLAUSES:

1.1 EMD & TENDER FEES:

The Tenderer shall deposit EMD of Rs. 100000/-(one lac only) and Rs. 1000/-(one thousand only) for tender fee in the manner as specified in clause no 1.8.0 of GTC.

Tenderer can claim the exemption of EMD & Tender fee on submission of valid registration certificate from Udyam portal.

1.2 PERIOD OF LIABILITY:

The contractor shall guarantee for the work done for a period of three months as per clause no 1.24.0 of GTC as under:-

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

1.3 APPLICABILITY OF TAXES (Payment of Taxes & Duties)

NFL shall pay GST as applicable under the clause no. 1.6.0 as under:-

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

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

1.3.3 Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to NFL's account. Any subsequent change in the rate of GST shall be to NFL's account during contractual period only.

1.3.4 The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. except GST.

a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NFL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.

b) NFL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.

c) Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which NFL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.

d) In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to NFL, then NFL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, NFL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on NFL.

1.3.5 Liability of NFL shall be restricted to the amount of GST only, and any interest / penalty etc. shall be to the contractor's account.

1.3.6 Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.

1.3.7 As per GST, the liability towards payment of GST lies with the service provider, so NFL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (NFL) shall comply with the same as the service receiver.

1.4 AWARD OF CONTRACT:

NFL is not bound to accept the lowest bid & reserve the right to accept or reject or cancel / postponed the tender without assigning any reason to successful tenderer. The Contract is awarded on the followings terms & conditions: -

i) VALIDITY OF CONTRACT:

Contract will be awarded initially for a period of **two years**. However, it can be extended subsequently, on satisfactory performance, at the discretion of NFL **for a further period of three months** on the existing rates, terms and **conditions**.

ii) REIMBURSEMENT OF ESCALATION FOR INCREASE IN MINIMUM WAGES:

The rates quoted by the tenderer will be firm during the currency of the contract and will not be subjected to escalation irrespective of any increase what so ever except any increase in minimum

wages as may be notified by State /Central Govt. (after notification by the Govt.).The escalation in wages if any will be reimbursed as per the following formula:

Amt. to be reimbursed on account of escalation of minimum wages

Billed amt. x 0.70 x (Increased min. wages – min. wages as specified by executing depts. on the date of uploading the NIT on website)

=

Min. wages as specified by executing depts. on the date of uploading the NIT on website

Minimum wages effective from 01.10.2023 for unskilled labour is Rs. 13104.00 & for skilled labour is Rs. 18434.00 per month.

Minimum wage for skilled manpower shall be considered for item No. 4(i) of SOR for escalation. The enhanced payments shall be released only after receipt of proof of payments of enhanced wages/arrears to the workers. Contractor shall deduct and deposit PF/ESI on enhanced wages.

iii) The decision of the company shall be final in regard to all matters relating to tender. The law in force shall govern contract from time to time in Republic of India.

iv) The rate of the individual items quoted by the tenderer in SOR must be workable and no claim thereafter will be entertained.

v) Tender will be evaluated on the basis of quotation mentioned in SOR. Execution of work of each item will be as per the site requirement. The quantum of work mentioned in SOR may vary to any extent.

vi) Statutory deductions on account of in-come tax shall be made at the prevailing rates at the time of release of payment to the party.

vii) The Item Nos. 1.1(ii), 1.1(iii), 1.6.0(i), 1.6.0(ii) & 1.9 of **Scope of work of STC** of NIT are to be executed on operations basis. One man day of eight hour in the day will consist of one operation. The monthly bill to be submitted by the contractor for above items will depend on actual number of operations in the month.

viii) The contractor shall be liable to the company for any act of commission or omission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to the company. It is important that the contractor shall be fully responsible for the implementation of the various labour laws and rules thereby that are in force and such of the labour enactments that may be made applicable to him during the tenure of his contract with NFL so far his employees are concerned whether they are employed by him or through any other agency under him. He will have to be particular in implementing the provisions of all the labour laws.

ix) It is required from the Contractor to maintain the record and produce it for the inspection and perusal of the representatives of the Management at any time. He shall submit the muster roll, wage register, attendance cards and copies of returns under the various labour laws for the inspection of Chief Manager (P&A) or his representatives and the state/Central authorities prescribed under the law. The payment to labor employed should be made by bank transfer or through cheque and corresponding PF & ESI is to be deducted accordingly

1.5 SECURITY DEPOSIT

The contractor shall deposit SD towards faithful performance of the contract. The security deposit together with EMD/Initial Security Deposit shall be 5% of the contract/ Works order

value excluding taxes. Initial Security Deposit (ISD) shall be 2.5% of the contract work order value which is required to be deposited within 15 days of the issue of the letter of Intent (LOI)/ Work Order (WO) by the successful tenderer. EMD can be adjusted against SD. The balance security deposit amount shall be recovered @ 2.5% from each running bill and the final bill so as to make the total security deposit at 5% of the Contract /Work Order Value. In case work is split between two or more parties, SD shall be submitted based on the value of split order. No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and obtaining “No objection certification” from executive department after expiry of Defect Liability Period. The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of 27 months (contract period plus defect liability period) plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor. The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC

Code ICIC0000031, as per following details:-

- (i) IFN 76 COV for issuance of bank guarantee
- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 COV.

1.6.0 PROCEDURE FOR PAYMENT

“Dispatch” under the contract shall mean the tonnage of Neem coated urea loaded in wagons/trucks during the day i.e. from 06.00 A.M of that day till 06.00 A.M of the next day irrespective of the completion of rake.

1.6.1 TERMS OF PAYMENT:

a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by NFL, complete in all respects. Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of 5 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made with in a period applicable as per MSMED Act or payment terms as per NIT/WO, whichever is earlier.

b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches),Place of branch, Branch Code(IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.

c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.

d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.

(e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.

(f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.

(g) In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:

1. Payment of final bill will be made to the contractor after submission of certificate from CISF Gate that all the gate passes issued to the labourers of the contractor have been returned alternatively no objection certificate may be provided from CISF.

2. The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.

3. Return of empty packing material, scrap and unconsumed material issued by NFL.

4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.

5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against any such claim/demand made in future.

1.6.2 MSME vendor payment through TReDS:

GOI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform. MSME bidders are requested to kindly register on the TReDS platform & avail the TReDS facility, if they want to.

The detail of RXIL contact person is as below:

Contact Name: Mr. Prajay Shukla

Contact number: 8090051171

E-Mail id: prajay.shukla@rxil.in

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinanced invoice/s of MSME bidders seeking payment from NFL directly shall be processed as per the standard payment terms agreed in PO/Contract. All financing cost for using the facility shall be borne by MSME bidder only.

1.6.3 ARBITRATION FOR CPSEs AND GOVERNMENT DEPARTMENT:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes relating to Income Tax, Customs & Excise Departments), such disputes or differences shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019-FTS-10937 dated 14th December, 2022 and decision of AMRCD on the set dispute will be binding on both the parties.

SCOPE OF WORK OF CONTRACTOR:

National Fertilizers Limited, Panipat manufactures Urea at the rate of 1550 MT/Day in the plant operating round the clock in regular shift. Product Urea is packed in 50 Kg. /45Kg. (Net) bag for sale. Bagging Plant consists of eight Nos. Semi-Automatic Bagging / Stitching Machines and depending upon the manufacturing conditions, all or few machines are operated from time to time. Product is dispatched in Truck received through Truck Union and Empty Wagon received from Railways. Wagons are likely to be dirty and same are to be made ready after removing debris material from wagons & checked to be fit for loading urea bags before start of actual loading activity. This NIT relates to various miscellaneous jobs connected with timely dispatch of urea filled bags as defined hereunder:

Factory timings relevant to the contract shall be 06.00 A.M. to 02.00 P.M. (Morning shift), 02.00 P.M. to 10.00 P.M. (Evening shift) and 10.00 P.M. to 06.00 A.M. (Night shift) and General shift between 08.00 A.M. to 05.00 P.M. with one hour lunch break. The dispatch of urea is to be done on all week days including Sundays, the weekly offs of the labours is to be distributed on various weeks days so as not to effect the dispatch of urea. The contractor shall arrange skilled and trained work force. Relieving shall be organized ensuring smooth and continuity of work without interruptions. The contractor shall be required to deploy at least one Supervisor in each shift for taking instructions from the company for execution of various works under the contract and to ensure proper control for executing the job/work smoothly and efficiently. Supervisors deployed by contractor must be able to enforce above requirement.

It is required from the Contractor to maintain the record and produce it for the inspection and perusal of the representatives of the Management at any time. He shall submit the muster roll, wage register, attendance cards, ESI Cards and copies of returns under the various labour laws for the inspection of Chief Mgr. (HR) or his representatives and the state/Central authorities prescribed under the law.

SCOPE OF WORK

The scope of work involved under this contract consists of the following.

1 Loading with proper stacking of urea bags.

1.1 DIRECT LOADING OF UREA

i) Filling, assistance in stitching & loading by proper stacking of 50 Kg./45Kg. filled urea bags in Trucks/Railway closed wagons/ open wagons as per **SOR CI-1(i)**. The counting of bags to be loaded in trucks/rail is to be ensured **by the contractor** as detailed in clause No 1.6.0(i) of scope of work.

ii) Assistance in rake loading: In order to carry out loading operations in an effective manner during the rake loading, the contractor shall render assistance in rake loading by deployment of required manpower, other than staff engaged for loading, as per instructions of Engineer In-charge for activities of (i) Hammering of bunkers (ii) PJD106 & Silo (iii) PJD109 (iv) PJD109 A (v) vibrating screen, (vi) removing debris material from Wagons (vii) closing of wagons doors (viii) Sealing of Wagons (ix) for reclaiming spilled urea through two Nos. of bucket elevators. This job of rendering assistance is intermittent in nature and is to be carried out only during rake loading. **As per operational experience tentatively 10 operations/ shift may be required for carrying out the above activities.** In case of non-deployment of required manpower for activities elaborated above, the penalty will be imposed as per clause No. 7.10 of scope of work.

iii) Assistance in truck loading/Stacking: In order to carry out loading operations in an effective manner during the truck loading/stacking, the contractor shall render assistance in the truck loading/stacking by deployment of required manpower, other than staff engaged for loading, as per instructions of Engineer In-charge for activities of (i) Hammering of bunkers (ii) PJD106 & Silo (iii) PJD109 (iv) PJD109 A (v) vibrating screen (vi)for reclaiming spilled urea through two Nos. of bucket elevators. This job of rendering assistance is intermittent in nature and is to be carried out only during truck loading/ stacking. **As per operational experience tentatively 6 operations/shift may be required for carrying out the above activities.** In case of non-deployment of required manpower for the activities elaborated above, the penalty will be imposed as per clause No. 7.10 of scope of work.

Stacking of six wagons per rake is to be done in one shift only. The operations for assistance in stacking will be contained to maximum of 6 operations for stacking of six wagons. If the contractor do the stacking of six wagons in two or more shifts, the operations for assistance in stacking will be paid for one shift only.

1.2 INDIRECT LOADING OF STACKED UREA FILLED BAGS

Loading with proper stacking, of 50 Kg/45Kg urea filled bags in Railway closed wagons/ open wagons as per **SOR CI-2**

(The rates quoted under the Item no. 2 of schedule of rates shall be 1.2 times the rates quoted in item No.1 (i).

1.3 STACKING OF UREA FILLED BAGS

- i) Filling, assistance in stitching and properly stacking of 50 Kg./45Kg filled bags on platforms as per SOR clause No.-3

Depending on exigencies, stacking of bagged urea is foreseen, when wagons are not available for loading. Stacking of urea bags will be done as per requirement on the platform as per the instructions of Engineer-In-charge. The same shall have to be taken for indirect loading as and when wagons are available. The number of bags stacked on the platform should be counted and report to be prepared by the skilled /computer literate manpower (Clause No 1.6.0(i)) for the number of bags stacked on the platform before starting loading of the rake. The rates quoted under the item No.3 of SOR shall be 0.8 times the rates quoted in item No. 1(i).

Item rates to be quoted in SOR for:-

1.4.0 Details description of loading activities

Detailed descriptions of loading & stacking activities are described here as under:-

1.4.1 Shifting of urea empty bags

Shifting of urea empty bags from empty bag storage area to stitching machines platforms & shifting back unused bags to empty bag storage area, cleaning, lubrication of stitching machines & shifting of stitching machines for replacement/repair work. Shifting of Tripler in silo etc. Contractor shall be responsible for ensuring that his workmen do not tamper with bagging/stitching machines in any harmful manner

1.4.2 Readiness of wagons/railway track

Empty wagons/containers received from Railway may not be in clean condition. It will be contractor's responsibility to organize readiness of wagons because same shall be loaded with Fertilizers. If the wagons are having any nuts and bolts or torn sheets inside the wagons/containers which may damage the bags at the time of loading or in transit same should also be pointed out to the Shift In charge who will take a decision whether wagon to be got repaired or rejected. Readiness of wagons for loading implies: -

- i) Removal of coal, earth, cement, rubbing with cloth of the floor and the sidewalls of the wagons to remove the last traces of above material or any foreign material capable of soiling or damaging the urea bags in any manner .The contractor has to depute required manpower for readiness of wagons for loading as mentioned in clause no 1.1(ii), otherwise penalty will be imposed as per clause no. 7.10 Scope of work of STC of NIT. Readiness of wagons for loading to be ensured before placement of wagons at platform for loading. During readiness, it is to be ensured that all the wagons are fit for loading without any defect and the doors are lockable and defect if any is to be reported before loading to the shift in charge. Separate manpower other than staff engaged for loading is to deputed for carrying out the work defined.

- ii) Spreading of the protective sheet of LDPE to be provided by NFL, on the floor of the wagons as per direction of the Engineer-In charge.

- iii) The rail track related to bagging plant has to be kept clean by the contractor and ensure that refuge from wagon readiness other than coal is promptly shifted at designated place without any kind of obligations on NFL.

- iv) The rejected wagons are not to be loaded. In case contractor load such wagons, he will be responsible to unload & re-load in the accepted wagons at his risk & cost.

Contractor must ensure that the wagons/containers are absolutely clear, free from debris and dry before the start of loading activities. In case readiness of wagon is not done to the satisfaction of

Engineer-In charge, penalty shall be imposed on the contractor under the Penalty **Clause no. 7.1 for non- satisfactory completion of jobs even when the manpower has been deployed for the carrying out the said job.**

1.4.3 Sealing of Wagons: After completion of the loading of wagons, the contractor will be responsible for assisting railways/Traffic deptt. in sealing of wagons as mentioned in clause no 1.1(ii) otherwise penalty will be imposed as per clause no. 7.10 of Scope of work of STC of NIT.

1.4.4 Loading rate with proper stacking requirements

The Contractor shall be required to employ sufficient number of men to fill, stitch and lift the bags from the conveyors of the mechanized Bagging Plant and stack them orderly in containers/wagons and trucks. Loading operations will have to be synchronized with working of bagging plant. Stitching conveyor can deliver 12-15 bags per minute and there are eight such conveyors. The wagons/containers and trucks will be stationed adjacent to the loading platform. The contractor, therefore, have to load the wagons placed at each conveyor at the speed the conveyor. In no case bagging operation should be held up due to slow off take from conveyors. Loading activities are tagged with the market demand/production and availability of wagons/trucks. **The NFL, therefore, does not guarantee for the continuous flow of workload or for the quantities indicated in Schedule of Rates.** However, bagging and/or, loading could go up to 4200 MT per day. Plant may run on reduced load or may be stopped for want of materials or wagons/containers/trucks. The company is not liable to pay any claim or compensation. Fluctuation in the workload cannot be made a ground for any claim/dispute in any manner and the company will entertain no such claim/dispute.

1.4.5 Closing of wagon doors

After loading last bag in wagons placed for loading of urea bags, contractor is also responsible for closing the both sides doors of wagons, the doors should be closed and locked on both sides prior to sealing, without any kind of obligations on NFL. Separate manpower, other than staff engaged for loading, is to be deployed for ensuring closing of doors as mentioned in clause No.1.1(ii) otherwise penalty will be imposed on the contractor as per clause no 7.10. If wagons not found close, penalty as per clause no. 7.7 will be imposed even when the contractor has deployed manpower for carrying out the work.

1.4.6 The contractor shall indicate the number of bags loaded in their challans, which they will submit as a proof of loading and also submit the loading statement of data logging system as defined at Clause no 1.6.0(i). He shall be responsible to complete all formalities necessary for obtaining clear RR.

1.5.1 LOADING IN CLOSED WAGONS

Contractor shall be required to load 42 numbers of closed wagons (BCN, BCX, BCN-HS & BCN-A) within **14 hours**. by direct loading with machines and indirect loading from stacking of filled bags (up to six wagons per rake only). The normal placement time as per operational practice up to 1.5 hours with loco and wagon hauler is included in the loading time of 14 hours. The time of 14 Hrs will be railway IN /OUT timings.

Numbers of bags to be loaded in each category of wagon will be as under:-

Type of Wagon	BCX	BCN/BCXN	BCN-A	BCN-HS
Number of 50Kg bags in wagon	1180	1216	1256	1256
Number of 45Kg bags in wagon	1300	1350	1400	1400

No of bags to be loaded in the wagons may be increased or reduced as per the guidelines of the Railways/Govt. The total stipulated time for closed rakes loading for the purpose of demurrage and bonus/incentive calculation under clause No.6.0 & 8.0 shall be 14Hrs.

In case, no. of wagons of the rake are less than 40 or it is a mini rake then the stipulated time for rake loading will be considered on prorata basis. E.g. If there are 21 no. of wagons of the rake then the stipulated time for the rake loading = $14/42 \times 21 = 7.0$ hrs.

In case loading time taken by the contractor is more than required time, penalty against demurrage to contractor will be imposed as per Clause no. 6.0 .In case railways increases further loading capacities of wagons or no. of wagons, contractor has to load additional bags in the wagons to make up for the loading capacity of wagon or load the extra wagons allotted by railway with in stipulated time of **14hrs**.

1.5.1.1 LOADING IN CLOSED BCNHL WAGONS

Contractor shall be required to load 58 BCNHL closed wagons within 16 hours by direct loading with machines and indirect loading from stacking of filled bags (up to six wagons per rake only). One BCNHL wagon is to be normally loaded with 1040 urea bags of 50 Kg each or 1200 urea bags of 45 Kg each and, however, railway may revise upward loading capacity of closed BCNHL wagons. Contractor is required to load additional bags in closed wagons as per guidelines of railways. The normal placement time as per operational practice up to 2.5 hours with loco and wagon hauler is included in the loading time of 16 hours. The time of 16 Hrs will be railway IN /OUT timings.

The total stipulated time for closed rakes loading for the purpose of demurrage and bonus/incentive calculation under clause No.6.0 & 8.0 shall be 16 Hrs.

In case, no. of wagons of the rake are less than 55 then the stipulated time for rake loading will be considered on prorata basis. E.g. If there are 50 no. of wagons of the rake then the stipulated time for the rake loading = $16/58 \times 50 = 13.79$ hrs.

In case loading time taken by the contractor is more than stipulated time, penalty against demurrage to contractor will be imposed as per Clause no. 6.0. In case railways increases further loading capacities of wagons or no. of wagons, contractor has to load additional bags in the wagons to make up for the loading capacity of wagon or load the extra wagons allotted by railway with in stipulated time of 16hrs.

No of bags to be loaded in the wagons may be increased or reduced as per the guidelines of the Railways/Govt.

1.5.2 LOADING IN OPEN WAGON RAKES

Contractor shall be required to load 58 BOX-N of open wagons within 16 hours by direct loading with machines and indirect loading from stacking of filled bags (up to six wagons per rake only). One BOX-N is to be normally loaded with 900 urea bags of 50 kg each or 1000 urea bags of 45 kg each; however, railway may revise upward loading capacity of open wagons. Contractor is required to load additional bags in open wagons as per guidelines of railways. The normal placement time as per operational practice up to 2.5 hours with loco and wagon hauler is included in the loading time of 16 hours. The time of 16Hrs will be railway IN / OUT timings.

The total stipulated time for closed rakes loading for the purpose of demurrage and bonus/incentive calculation under clause No.6.0 & 8.0 shall be **16 Hrs**.

In case, no. of wagons of the rake are less than 55 then the stipulated time for rake loading will be considered on prorata basis. E.g. If there are 50 no. of wagons of the rake then the stipulated time for the rake loading = $16 / 58 \times 50 = 13.79$ hrs.

In case wagon allotted for rake is more than 58 Hrs

In case loading time taken by the contractor is more than required time, penalty against demurrage to contractor will be imposed as per Clause no. 6.0. In case railways increases further loading capacities of wagons or no. of wagons, contractor has to load additional bags in the wagons to make up for the loading capacity of wagon or load the extra wagons allotted by railway with in stipulated time of **16hrs**.

When Box C or N are offered for urea bags loading Contractor will be required to cover the wagons after loading with tarpaulins & properly tied the tarpaulins with the help of rope (tarpaulins and rope to be provided by NFL), without any kind of obligation on NFL. The contractor shall provide two escorts (without any extra cost) along with the dispatch of urea in open rakes from N.F.L. site to various destinations to look after and bring back the tarpaulins, ropes etc. safely in a transport vehicle provided by NFL or with receipt from the marketing department. In case contractor fails to provide Escorts for the above said job, penalty will be imposed as per clause No.7.8.

Nos. of bags to be loaded in the wagons may be increased or reduced as per the guidelines of the Railways / Govt.

1.5.3 In case of guidelines of Govt. of India for using bags of capacity of 10 kg, 25 kg, 40 kg etc of neem coated urea/any other fertilizer contractor will have to load the filled bags of capacity 10 kg, 25 kg, 40 kg etc. in to wagons accordingly as per the carrying capacity of wagons allotted by Railway.

1.6.0 CHECK WEIGHMENT / CHECK COUNT / SUPERVISION (SOR ITEM NO. 4)

i) Assistance in counting / computer data logging and co - ordination for timely loading (SOR item 4(i)):

It shall be the responsibility of the contractor that skilled / computer literate manpower is to be deputed for ensuring right nos. of bags being loaded in the wagons, resetting the machines after every placement, punching the data in computer for entry of wagon no, type of wagon, counting of ruptured / rejected bags, generation of loading certificate, ensure proper closing & sealing of doors of wagons and ensuring readiness & fitness of wagons & provision of LDPE sheet before starting of loading. Further, they will be responsible for overall coordination for filling of bins & placement of wagons to ensure timely loading. At the time rake loading, separate manpower is to be deputed on all the six wagons for executing the job and one manpower is to be deputed for co-ordination and data logging system. At the time of truck loading / stacking, separate manpower to be deputed at loading platform for exact counts of stacked bags / loaded bags in trucks & entry in data logging system. In case contractor fails to deploy required skilled / computer literate manpower, penalty will be imposed as per penalty clause no. 7.2(i).

Approx. 2687 operations per year.

ii) Check weighment of filled bags (SOR item no 4(ii)):

Check weighment of filled bags so as to ensure 50 Kg / **45Kg** Net of urea per bag. The work involves check weighment frequently after every 30 minutes of machine operation. Contractor has to record properly all the weighment of filled urea bags in a register. Contractor shall ensure that ruptured bags, underweight/overweight and bags with mouths improperly closed, must not

be loaded in wagons and trucks. In case of overweight/underweight /improper stitched bags are found in wagons/trucks, penalty will be imposed as per clause no. 7.2. Separate manpower to be deputed for carrying out the job. In case contractor fails to deploy the manpower for carrying out the work, penalty will be imposed as per penalty clause no. 7.10.

Approx. 699 operations per year.

1.7 RECLAIMING THROUGH BUCKET ELEVATOR DURING RAKE/TRUCK LOADING (SOR item no 1.1(ii) & 1.1(iii)).

Ruptured urea bags, underweight/overweight bags & bags with mouths improperly closed shall be shifted without spillage of urea on platform to bucket elevator for reclamation. Contractor shall depute required manpower to reclaim spilled materials from such bags on loading platforms in parallel with loading of rakes at bucket elevator for reclamations through two nos of bucket elevators so that cleanliness of the bagging plant is maintained to the satisfaction of Engineer-In -charge. Materials not reclaimable through elevator should be shifted from platform to silo or space shown by shift in-charge with trolley / pay loaders or other means (to be arranged by contractor without any financial implication). In case of ruptured bags, underweight / overweight & sample bags during testing of weighing machines found scattered on platform & reclaiming through bucket elevator is not carried out, penalty will be imposed on the contractor under the Penalty Clause no. 7.3 for non-satisfactory completion of jobs even when the manpower has been deployed for carrying out the said job .

1.8 QUALITY CHECK OF BAGGED UREA:

Contractor will arrange for sampling of urea product from PJD-107 & all the bagging machines in operation in every shift to constantly monitor dust contents in stacked and dispatched urea as per instructions of shift in-charge.

1.9 General upkeep of bagging plant, Conveyors from PJD-101, 102,103,106,107,109,109A & vibrating screen area & lubrications, Collection & segregation of ruptured bags etc. (ITEM NO. 5 OF SOR)

1.9.1 General upkeep of bagging plant:

Collection of spilled urea near conveyor belts PJD –101,102,103,106,107,109 & 109A, drive pulleys, transfer towers, vibro feeders, related galleries, Cleaning of vibrating screen at PJD 107 etc. and transferring the same to silo as directed by Engineer-In charge.

General **upkeep** / washing of the bagging plant conveyors galleries & conveyors and lubrication of machines etc.

Approx. 2804 operations per Year

1.9.2 Upkeep of Empty bags godown:

Supply of manpower for sampling / counting & testing of HDPE empty bags as per the plant requirement. Collection and shifting of ruptured bags, segregation of ruptured & useable bags. Shifting useable to stitching machines or fresh bag store, segregating ruptured bags party wise in 100 bags bails & reporting to Engineer In charge.

Approx. 1126 operations per Year

1.9.3 Upkeep of loading platform & loading stations and shifting of tripper:

Upkeep of platform & loading stations, dumping of material from bins, reclaiming through bucket elevator, shifting of tripper & spillage from conveyors due to off centring during the shifts in where no loading is there.

Approx. 1164 operations per Year

1.9.4 The job mentioned in clause No.1.9.1 to 1.9.3 is of intermittent nature. The job mentioned in item No. 1.9.3 is to be carried out when there is no loading. For satisfactory performance of above job, the contractor shall deploy the sufficient manpower as per instructions of officer in charge. The contractor has to arrange the manpower for carrying out the above activities even on short notice depending upon the site requirements. In case of non -deployment of required manpower for executing work, penalty will be imposed on the contractor under the Penalty Clause no. 7.10.

1.10 MISCELLANEOUS WORKS:

i) Shifting of urea empty bags from empty bag storage area to stitching machines platforms & shifting back unused bags to empty bag storage area, & shifting of stitching machines for replacement/repair work. In case good & useable LDPE bags are found scattered in bagging plant and are not properly stored/handled, penalty shall be imposed as per Clause No.7.4 for non-satisfactory completion of jobs.

ii) The contractor shall be responsible to maintain the general upkeep of loading platform during the rake /truck loading. In case general upkeep of loading platform is not found satisfactory & urea dust/ spilled urea/ bags found scattered on loading platform, a two day notice will be given to improve the general upkeep, failing which, penalty shall be imposed as per penalty clause No.7.6 of scope of work..

iii) Shifting of Tripler in silo etc.

2.0 SURPRISE CHECKS / COUNTING THE NUMBER OF BAGS IN WAGONS / TRUCKS AT LOADING STATION:

Contractor would be responsible to load exact number of bags in the wagons placed for loading. He should load only the requisite number of bags in each wagon/truck. Any loss suffered by the company due to excess or short loading of bags will be to the account of contractor .Wagons/trucks loaded by the contractor can be subjected to surprise check for loading of correct no. of bags as mentioned in the dispatch order. Contractor shall be expected to fully cooperate in unloading the bags, count the same and reload as directed by the Engineer-Incharge.

In case short or excess no. of bags are found on such a surprise check, penalty shall be imposed as per penalty clause No. 7.5.

In case the numbers of bags are found in order on such a surprise check, the contractor will be paid for stacking and indirect loading as per Item No 3 & 2 of SOR.

2.1 If surprise check of wagons / trucks as directed by Engineer in-charge is not conducted by the contractor due to any reason, penalty will be imposed as per clause no. 7.5(i).

3.0 SURPRISE CHECKS / COUNTING THE NUMBER OF BAGS IN WAGONS / TRUCKS AT UNLOADING STATIONS.

The Contractor has to depute the supervisor, as per instructions of Engineer in charge, at his own cost at the unloading stations for surprise check of wagons from where the shortages / excess of

bags is reported by Marketing Division of NFL. In case of non-deployment of supervisor, penalty will be imposed as per clause no. 7.5(ii).

Further, penalty will also be imposed as per the shortages /excess bags reported by the deputed approved committee of NFL at the unloading stations as per clause no. 7.5(ii) on the net short/excess bags reported by the approved inspection committee at unloading station.

4.0 RECLAIMING OF UREA DUST (ITEM NO. 6 IN SOR)

4.1. Supply of services for carrying out activities like chisel cutting / breaking of big lumps in silo and excavation of hard urea dust deposited on silo floor etc. on specific instructions from Engineer-In-charge. Requirement shall be related to liquidation of stock in silo. Estimated quantity handled shall be 116 MT per year.

4.2 Transfer of the non-conforming urea product drained from bins into the loading platform as a result of process exigency from loading platform to silo by means of trolleys /pay loaders.

The quantity to be handled shall be approx. 150 MT per year.

4.3 Transfer of urea dust from vibrating screen to silo or to dissolving tank and from silo to dissolving tank in urea plant by deploying tractor trolleys/ pay loaders. Estimated quantity shall be 600 MT per year.

If the contract for supply & operation of pay loader and IHOU is with the same contractor and supply of diesel is given by NFL for pay loaders then the rate of item no 6 will be 0.8 times the awarded / agreed rate of item no 6 of SOR for payment till execution of item no 6 with the pay loader available under the contract of supply & operation of pay loader.

The rates shall be quoted per MT of material transferred for Cl.No.4.1, 4.2 & 4.3 (Item No.6 of SOR). The total quantity shall be approximately 865 MT per year. Contractor shall be expected to mobilize adequate resources to shift urea dust for dissolving in urea plant. If the contractor fails to execute the operations, the work will be got executed at the risk & cost of contractor plus 25% administrative charges.

5. RISK AND COST PROVISION

In case of repeated failure on part of contractor to fulfill the obligations under the contract, NFL will have the right to rescind the contract and get the work done from any other agency at the risk and cost of the contractor plus 25% (Twenty Five percent) departmental charges.

A notice of 24 hours or so to the contractor would be deemed reasonable for implementation of the risk and cost provision.

6. PENALTY AGAINST DEMMURAGE IMPOSED BY RAILWAYS

Free time allowed to the contractor for rake loading is as per scope of work clause no.1.5.1, 1.5.1.1 & 1.5.2. If the rake loading time exceeds the stipulated time as per clause no.1.5.1, 1.5.1.1 & 1.5.2 penalty against demurrage, shall be imposed to the contractor for the delay pertaining to contractor's part in loading of wagons. Even if, one wagon is left after stipulated time, the demurrage shall be charged on all the wagons of rake offered for loading. Demurrage payable due to any reasons attributed to the company (NFL), shall not be charged from the contractor. The placement time up to 1.5 hrs for closed wagons, 2.5 hrs for closed BCNHL wagons and 2.5 hrs for open wagons with loco and wagon haulers is included in the loading time. The time taken for loading for the purpose of demurrage calculation will be railway IN / OUT timings.

Delay in loading due to fault of NFL:

The delay time attributed to NFL like problem in bagging / stitching machines, belt failure / damage and other fault attributed to NFL will be deducted from the total time taken for loading. The delay attributed due to NFL will be recorded in shift in charge log book (production) of bagging plant.

Delay in loading due to fault of railways:

If extraordinary foreign material like banana leaves etc. comes with the empty wagons, the same time will be deducted from the effective time of loading. The delay attributed due to defective wagons /doors and riveted doors etc. will be deducted from the total time taken for loading. Contractor shall make a report of above problem during rake loading so that the same can be informed to traffic department through shift in charges at the time of loading otherwise no benefit will be given.

The demurrage amount attributed to contractor fault will be calculated as per the stipulated time defined at clause no. 1.5.1, 1.5.1.1 & 1.5.2, shall be worked out every month and shall be deducted from the running bill of the contractor. The contractor's responsibility for such demurrage shall be fixed by NFL. At present demurrage rate for 8 wheel wagon is Rs.150/-per hour/wagon. The demurrage rate (as charged by railways) prevailing at the time of opening of technical bid will remain fix for the tenure of the contract. The penalty imposed against demurrage will be limited to demurrage imposed by railways for a particular rake. In any case penalty imposed will not be more than the demurrage imposed by railways.

Benefit of waiver shall be passed on to the contractor in case NFL secure some waiver of demurrage from Railways **at all instances**. Free time allowed by the Railways at present is 9 hrs. and may change from time to time.

- 7.0 OTHER PENALTIES:** The contractor shall perform the work assignments to best satisfaction of the company. In case of unsatisfactory performance of work the following penalty shall be levied without prejudice to right of NFL to take the any other action against the contractor as provided under the contract:-
- 7.1** In case wagons readiness of wagon activities mentioned in clause No. 1.4.2(iv) are found unsatisfactory a penalty of Rs. 200/- per wagon shall be levied on the contractor. Whenever on inspection by the Engineer-In-charge any wagon, before start of loading/during loading, readiness of wagon for loading is found to be unsatisfactory, all the wagons in the rake loaded and not inspected prior to this, shall also be counted for the purpose of penalty.
- 7.2** If on checking, underweight/overweight bags & improperly stitched bags are found loaded in wagons/trucks (Scope of work of STC clause No. 1.6.0(ii), a penalty of Rs. 200/- per incidence will be imposed on the contractor.
- 7.2(i)** In case contractor fails to deploy the required skilled manpower for performing the job as defined in Scope of work of STC clause no. 1.6(i), penalty @ Rs.600/ per operation will be imposed & no payment for such operations.
- 7.3** In case contractor fails to reclaim urea through bucket elevator/trolley, from ruptured bags, underweight / overweight & sample bags during testing of weighing machines & urea filled bags found scattered on platform (Scope of work of STC clause no. 1.7) penalty shall be imposed on the contractor @ Rs 1000/- per day.
- 7.4** In case good and useable HDPE bags are found scattered in Bagging Plant and the same are not properly stored/handled by the contractor as per Scope of work of STC clause no. 1.10(i), penalty @ Rs. 200/- per day shall be levied.

- 7.5** If on surprise check as per clause No. 2.0, short or excess bags are found loaded in truck(s), penalty @ Rs.500/- per bag will be imposed. If on surprise check as per clause no. 2.0 short or excess bags are found loaded in any wagon, penalty @ Rs. 500/- per bag on pro rata basis will be levied on all the wagons loaded in the rake up to that time. No payment for unloading and re-loading in such cases of short/excess loading.
- 7.5(i)** If surprise check as per clause no 2.1 of Scope of work of STC, is not conducted by the contractor on demand of engineer in charge, a penalty @ Rs. 5000/- for per wagon or Rs. 1250/- for per truck will be imposed on the contractor for not conducting the surprise check at loading station.
- 7.5(ii)** If no supervisor is deployed by the contractor as per clause no 3.0, on demand of Engineer in charge for inspection at unloading destination, a penalty @ Rs. 10000/- for per unloading destination will be imposed. Further, penalty@ Rs 500 per bag for net shortage and Rs.1000/- per bag for net excess bags reported will be imposed for the net short/excess bags as reported by the approved inspection committee of NFL at the unloading stations.
- 7.6** In case general upkeep of loading platform is not found satisfactory as per clause no 1.10 (ii) of Scope of work of STC & urea dust/ spilled urea/ bags found scattered on loading platform , two day notice shall be given to improve general upkeep of loading platform, failing which penalty @ Rs. 500/- per day shall be imposed on contractor.
- 7.7** Whenever on inspection by the Engineer-In-charge any wagon door was found open / not properly closed as per clause No. 1.4.5 after each placement all the wagons in the rake loaded shall also be counted for the purpose of penalty. If reported after loading of rake a penalty of Rs. 500/- per wagon & demurrage due to delay if any, after acceptance of rake by railways will be imposed on contractor.
- 7.8** As per Scope of work of STC clause No.1.5.2, Contractor will send two escorts with every open rake. In case contractor fails to send escorts, the escorts will be deputed by company at the risk & cost of contractor plus 25% extra charges. Escort should get back signed certificate from marketing NFL person / contractor / contractor' supervisor available at the platform. The contractor shall be responsible to hand over to Marketing Deptt. all the tarpaulins as per Cl. No. 1.5.2. Cost of missing tarpaulins (which shall be verified by the Marketing Deptt. at destination) shall be recovered from the running bill of the contractor.
- 7.9** The contractor must ensure that there is no wastage of stitching thread. A notice shall be given to contractor to rectify the same within 24 hours failing which a penalty equivalent to cost of thread wasted due to contractor's fault with 25% departmental charges shall be leviable.
- 7.10** In case of non- deployment of required man power for performing the jobs as defined in clause Nos. 1.1(ii), 1.1(iii), 1.6.0(ii) & 1.9 of Scope of work of STC of NIT, penalty will be imposed @ Rs. 400/- per operation & no payment for such operations will be made.

8.0 INCENTIVES / BONUS

Incentive to contractor shall be given for expeditious dispatches of urea in rakes only. No incentive shall be paid on loading in trucks / trailers.

8.1 INCENTIVE FOR RAKES:

Incentive for expeditious dispatches of urea in rakes (open or closed) shall be payable to contractor as follows:

OPEN / CLOSED RAKES

If loading time taken by the contractor is less than stipulated loading time calculated as per clause no.1.5.1, 1.5.1.1 &1.5.2 of scope of work, incentive payable to the contractor shall be @ Rs. 1.5 PMT per hour less than the stipulated time allowed to the contractor.

For Example: -

Closed wagon Rake (BCNA, BCX, BCN & BCN-HS) .

(Total stipulated time for closed rake is 14.0 Hrs as per clause no 1.5.1 of Scope of work of STC including the placement time of 1.5 hrs with loco and wagon hauler).

If total time for loading of a rake of 2680.00 MT is **12.5** hours (railway in and out timing) and delay attributed to NFL due to machine downtime as per para II clause no 6.0 & delay due to railways e.g. riveting of doors, etc. as per para no III of clause no 6.0 of Scope of work of STC is 1.5 Hours.

Actual time taken by the contractor for loading of rake = 12.5-1.5 =11.0 Hrs.

INCENTIVE PAYABLE TO CONTRACTOR = Rs. (3.00 x 1.5 x 2680.00) = **Rs.12060**

(Incentive will be payable if rake release (railway IN / OUT timings) is less than 14 Hrs, e.g. If the loading of the rake (railway IN / OUT timings) is 17 Hrs and delay attributed to NFL fault is 4 Hrs. No incentive will be paid.) **If wagons of the rake are given in two parts, three parts etc. by railways then the actual time taken for release of rake for the purpose of Incentive will be considered after excluding the time for which wagons are not available for loading by Railways .**

9. MSME Clause:

The job/contract is Non-splitable / dividable. MSE quoting nearest price within price band of L1+15% may be allowed full/complete job/contract of total tendered value subject to bringing down their price to L1 in a situation where L1 price is from someone other than MSE, considering spirit of Public Procurement Policy for MSEs, Order-2012 for enhancing the Govt. procurement from MSE. Being the spirit of the said Govt. Policy, the L1 Non-MSE party shall accept the same and no representations on their part whatsoever should be entertained by NFL.

10. MEDICAL EXAMINATION:

As per provisions of Factories Act, 1948, the contract labour working are required to be medically examined (i) one before employment to ascertain physical stability of the person to do the particular job; (ii) once in a period of six months, to ascertain the health status of the workers; & (iii) the details of medical examination shall be recorded in prescribed form and no person shall be engaged to work without certificate of fitness granted by authorized medical officer.

11.0 GENERAL INSTRUCTIONS TO CONTRACTOR

- 11.1** The contractor will have to execute the work as per the order of preference expressed by Chief Manager (Prod.). The Chief Manager (Prod.) have authority to stop the work in case, it is not being done as per the specifications, instructions, safe practice, disobedience by the contractor, his supervisor or staff and if his labour is idle, because of such sudden stoppage of work, NFL will not pay any compensation for this to the contractor.
- 11.2** The contractor shall arrange as per NFL rules, gate passes/tokens for his Supervisor/Labors. He will have to submit an application for the number of gate passes/tokens required and after getting the same forwarded, contractor will have to take the permission of the Deputy Commandant

(CISF). The gate passes/tokens are issued for contractor's workers to work in the areas indicated in the scope of work above. It will be the sole responsibility of the contractor not to misuse the gate passes/tokens.

- 11.3 The contractor will not engage anybody as a labourer below the age of 18 years and the labourers permitted inside the factory are for being engaged for work under this contract should not be employed on any other job.
- 11.4 Contractor's labourers is not supposed to be loitering at places not connected with his work and tamper with fire hydrants etc. in factory premises. Any persons found guilty in this regard will be immediately taken out of the factory gate and will not be allowed to enter in the factory premises again.
- 11.5 The vehicles brought into the factory by the contractor including the tools/tackles and equipment etc. in motor vehicles should be declared at the Gate and CISF will have all powers to check the vehicles when it is being taken out of the gate. If contractor fails to declare the contents at the time of entrance these will not be permitted to be taken out. The contractor shall ensure that vehicles to be deployed by him have **valid registration certificate / permit / Insurance Cover and Driver / Operator's** there of possess the valid and effective driving license.
- 11.6 It will be responsibility of the contractor or his supervisor to ensure prompt medical attention at our Factory's first aid post in case of any of his employees get injured on work .Every injury must be brought promptly to the notice of NFL under who contractor is functioning and the contractor's supervisor will give all required details to him as to how the accident occurred. The contractor or his supervisor will fill the required number of forms immediately. The NFL administration has to report the dates of resumption of injured workers to relevant govt. authorities and as such, the contractor has to inform our Engineer-In-charge the date of resumption of duty of injured worker.
- 11.7 The contractor shall abide by all rules and regulations as framed by the Company from time to time as applicable to his job.
- 11.8 The assessment made by officer In-charge regarding quality and efficiency of the services and as to how many personnel of various descriptions are required to provide/give the required quality of services at given job or time or place, shall be final and acceptable by and binding upon the contractor and services shall be provided accordingly.
- 11.9 It is clarified that adequate manpower must be deployed by contractor to carry out jobs as specified in the scope of work. The contractor will also ensure the availability of his supervisor round the clock who shall keep in touch with Shift- In- charge to carry out jobs as per instructions. Manpower requirement for the jobs shall have to be arranged as per site requirements. The overall supervision and control of the contract labour so engaged, deployed or supplied by the contractor for execution of contracted or assigned jobs shall remain and vests with the contractor.

12. **INSOLVENCY OR INABILITY TO PERFORM CONTRACT SATISFACTORILY**

If the contractor's preparations for the commencement of the work or any portion of it or his subsequent rate of progress, be from any cause whatsoever so slow in the opinion of Management (Which shall be conclusive) and the contractor will be unable to complete the work or any portion thereof as agreed upon or should not have the work ready for delivery in conformity with the contract or should be neglect to comply with any direction given to him by the company or in any respect fail to perform the contract, the company shall have the power to declare the contract to an end in which case the contractor shall be liable for any expenses, loss

or damage which the company may incur or sustain by reasons or in connection with contractor's fault.

13.0 NFL'S OBLIGATIONS

- 13.1** Empty bags will be provided by the company to the contractor in Bagging Plant premises in Empty Bag Storage area daily as per loading requirement and contractor will be responsible for their safe custody and proper use.
- 13.2** Scheduled availability and expeditious placement of rakes/wagons in plant and their prompt withdrawal after loading.
- 13.3** Bagging machines remains healthy and in good working condition.
- 13.4** Scheduling of trucks does not interfere with expeditious handling of urea loading in wagons.
- 14.** The contract shall be further subject to General Terms and Conditions of Contract (GTC) as contained in tender document and the same shall also form the part of the Contract.
- 15.** GST:- GST shall be paid as per clause No. 1.6.0 of GTC

AFFIDAVIT AS PER Clause No. 1 of Scope of Work of STC of NIT

(To be submitted on Non-Judicial Stamp Paper of appropriate value duly notarized by Notary public/1st class magistrate)

With reference to NIT No.: NFL/PT/PROD/U&B/36/IHOU/2024-26, NIT dated. 26.03.2024 of National Fertilizers Ltd., Panipat for the work of Internal Handling of Urea, I (Name)
(Name of firm) of (Address), do hereby solemnly affirm and declare as under:

1. That I will engage only such experienced manpower who have worked in any of the fertilizers Bagging Plant as in bagging and loading activities.

That myself or my authorized representative will be available at the site daily, during the pendency of the contractual period for smooth running of bagging operations.

Deponent

Verification

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

Deponent

INFORMATION REGARDING EQUIPMENT / MANPOWER TO BE DEPLOYED FOR
WHICH THE TENDERER PROPOSES TO USE FOR THIS WORK

Sr. No	Machine Description	Make	Bucket capacity	The name of the person / company in whose name machine is registered	Month / Year of Model of Machine	Insurance date & validity.
MANPOWER DEPLOYMENT						
		No's	No's of year experience in urea bagging & loading urea bags in wagons (any type) and truck trolas (Any type)			
	No of manpower including stitchers, loaders per shift					

Note:

1. The contractor will provide sufficient experienced staff including stitchers, loaders and supervisors before the start of the work and within the mobilization period as per LOI but before start of work.
2. The contractor will submit relevant registration and insurance papers of the machines after issue of LOI.
3. The contractor will also submit affidavit for arranging the manpower in case of issue of LOI within the specified mobilisation period as per tender document.
4. The manpower deputed should be arranged for the tenure of the contract and it will not be allowed to change the manpower frequently except in case of extreme emergency, once acceptable by the Engineer In charge.

(SIGNATURE OF TENDERER)

Name: _____

Date _____

DECLARATION FORM-I

(To be submitted in Envelope No. II)

Ref. No; .NIT NO: NFL/PT/PROD/U&B/36/IHOU/2024-26

NIT dated: 26.03.2024

To,
Chief Manager (Production)
National Fertilizers Ltd, Panipat

SUBJECT: NIT FOR “CONTRACT FOR INTERNAL HANDLING OF UREA 2024-26”

Name of the contract: Internal Handling of Urea 2024-26

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 “Internal Handling of Urea 2024-26” 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. Details of my/our Bank A/c No. are 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, Panipat.

Thanking you

Yours faithfully

For M/s _____

(Signature of Contractor/Tenderer with SEAL

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

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

Sr. No.	DESCRIPTION			
1	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of NFL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. NFL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	YES / NO(If Yes, give the following details)		
		Name & Design. Of the Employee	Place of Posting	Relation with the Employee
2	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. along with 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, DD Number and Date			
13	EMD amount, DD Number and Date			

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

Signature of the Contractor/
Tenderer with SEAL

Place: _____

Dated: _____

DECLARATION FORM-III

(To be kept in Envelope No. II)

To,

Chief Manager (Production)

National Fertilizers Ltd., Panipat

SUBJECT: NIT FOR **“CONTRACT FOR INTERNAL HANDLING OF UREA 2024-26”**Tender No.: NFL/PT/PROD/U&B/36/IHOU/2024-26, Name of the contract: **Internal Handling of Urea 2024-26.**

Dear Sir,

1	<p>UNDERTAKING</p> <p>a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional.</p> <p>b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us.</p> <p>c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled.</p> <p>d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.</p>
2	<p>ACCEPTANCE OF TENDER CONDITIONS</p> <p>I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the same.</p>
3	<p>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE With reference to your NIT No.: NFL/PT/PROD/U&B/36/IHOU/2024-26 dated 26.03.2024 and the tender documents displayed on your web site, we hereby submit our tender for the subject work. Since we have not purchased the tender document from your office and the tender documents have been down-loaded by us from NFL website, we are hereby enclosing a demand draft No. _____ dated _____ of _____ (Bank) amounting to Rs. _____ (Rupees _____ only), in favour of National Fertilizers Limited, payable at Panipat towards the cost of tender documents.</p>
4	<p>Labour License(If applicable)</p> <p>The contractor shall obtain Labour Licence, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules,1971 and submit a copy of the same to NFL, ----- before start of execution of contract work. Accordingly we hereby give undertaking that:</p> <p>“As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of Internal Handling of Urea 2024-26 from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to NFL, ----- before start of execution of contract work”.</p>

5	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name
6	I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of NFL
7	I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of NFL.

Thanking you

Yours faithfully
For & on behalf of Tenderer/Contractor

Signature of the Contractor/ Tenderer with SEAL

Place: _____

Dated: _____

REGISTRATION OF GST NUMBER

Requirement of GST Number:

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

UNDERTAKING

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

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

(Signature & stamp of bidder)

(To be kept in Envelope No. II)

(An Affidavit in original on Non-judicial Stamp Paper of appropriate value attested by Notary)

AFFIDAVIT

With reference to NIT No. NFL/PT/PROD/U&B/36/IHOU/2024-26, NIT Dated. 26.03.2024 of National Fertilizers Ltd., Panipat for the work of Internal Handling of Urea 2024-26. 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 black listed, 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

Dated: _____

VERIFICATION

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

DEPONENT

Place _____

Date: _____

ELIGIBILITY CRITERIA

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

Techno-Commercial Criteria

Sr. No	Eligibility Criteria	Supporting Documents Required
1	<p>a) The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc. and</p> <p>b) Affidavit as per Annexure-VI on Non-judicial paper in original and Power of Attorney / Authorization,</p>	<ul style="list-style-type: none"> • In case of sole proprietorship, the bidder shall submit affidavit on Non- Judicial stamp paper of appropriate value in original, duly attested by notary regarding status / style of the business entity as per Annexure-XI • Partnership firm shall submit a copy of Partnership Deed attested by notary • Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association • Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA. • Affidavit in original • 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 favor of a person who has signed the tender documents on behalf of tenderer / Firm / Company
2	<p>a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No.</p> <p>b) Declaration / Disclosure regarding any relation(s) with employees of NFL, Downloading of tender forms from NFL website etc.</p>	<p>The bidder shall submit Declaration I, II & III with self-attested copy of related documents wherever required like</p> <ol style="list-style-type: none"> 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

3	<p>The bidder should be successfully completed “similar works” with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>Defination of “SIMILAR WORK” means all works of any material handling contract by deployment of labour in Petrochemicals, Fertilizers, cement, Port, Airport, Railways or any other large scale industry.</p> <p>NOTE: Relevant experience to be taken for one year. If contract period of the completed work order is more than one year, then the executed value of the contract shall be considered on pro rata basis.</p>	<p>The bidder shall submit a copy of purchase/ work order + completion certificate from the suppliers /contractor for at least one of the following</p> <p>a) Three similar completed works each costing not less than Rs.115.48 lakh including GST(with performance / completion certificate) OR</p> <p>b) Two similar completed works each costing not less than Rs.144.36 lakh including GST(with performance / completion certificate) OR</p> <p>c) one similar completed works each costing not less than Rs.230.97 lakh including GST(with performance / completion certificate)</p> <p>Self-Attested copies of work order in support to 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.</p>
4	<p>Average annual financial turnover of the bidder during the last three years ending 31st march of the previous financial year should be at least RS.86.61 lakh including GST</p>	<p>Bidder shall submit self-attested copies of audited balance sheet and profit & loss A/c with authenticated UDIN for the last three financial year ending on 31st march of the previous financial year.(i.e. FY-2020-21,FY 2021-22 & FY 2022-23)</p> <p>In case the bidder do not fall under the ambit of statutory audit, and do not have audited annual reports /audited balanced sheets and profit & loss statements, shall submit a statement certified by statuary auditor/practicing chartered accountant as documentary evidence in support thereof with authenticated UDIN.</p>

NOTE :

1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 *value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of

PAN No. (s) in case of dissolution of partnership firm(s) etc.

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

Signature of the Tenderer /
Contractor with Seal

EVALUATION CRITERIA

1. The contract shall be awarded on Composite L – 1 basis. However, in case, it is found that L-1 tenderer has quoted non-workable rates for one / more items due to which they become L-1, NFL reserves the right to reject such tender. This condition shall be applicable on next lowest tender (s) also.

2. If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.

3. Tenderer are required to quote their rates of the respective item of work as per the “UNIT” of Item mentioned in the Schedule of Quantities. If it is found that the contractor has quoted his rates against a particular item(s) by changing the “UNIT”, the such quoted rates of the contractor with the changed “UNIT” shall be ignored and treated as UNQUOTED RATE against that particular Item(s) and the tender shall be evaluated as Para 2 above.

4. The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website. In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening. However where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly.

“However revision in prices, if any ‘May be through add on/ Reduction on account of change in terms/conditions and /or technical specifications w.r.t original price bid submitted by all the eligible bidders before opening of original price bid. While evaluating the offers, the impact of add-on / reduction on the original price bid should be considered and no fresh revised price bid should be sought from bidders against the same tender”

5. If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.

6. The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed:-

- a) When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
- b) When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

NATIONAL FERTILIZERS LIMITED

DEFINITIONS OF TERMS

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

1. "The OWNER or NFL" means the NATIONAL FERTILIZERS LTD. Incorporated in India, having its registered office at SCOPE COMPLEX, Core No-III,7, Institutional Area, Lodhi Road, New Delhi-110003.

"Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers. "The Bidder" (including the terms "tenderer", "consultant" or "service provider") in certain context means any eligible person, firm or company participating in the tendering process.

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

2. The "ENGINEER-IN-CHARGE" shall mean the person designated as such by NFL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.

3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.

4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.

5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.

6. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender

Documents.

7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by NFL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company. Contractor includes "Service Provider or Consultant" also.

8. The "CONTRACT" shall mean the Agreement between NFL and the Contractor for the execution of the works including therein all contract documents.

9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.

10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.

11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.

12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.

13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.

14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.

15. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final

Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.

16. "ZERO DATE" shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier.

17. "GTC/GTCC" means General Terms & Conditions of Contract. "STC" shall mean Special Terms and Conditions of the contract.

18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTC. In case of any discrepancy or inconsistency between technical terms and conditions, special terms and conditions and general terms and conditions, the following order of preference shall be followed:

- a) Scope of Work /Technical Terms and Conditions
- b) Special Terms and Conditions
- c) General Terms and Conditions (GTC/GTCC)

GENERAL TERMS & CONDITIONS (GTC/GTCC)

1.1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in- charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.

1.2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job. All lifting tools & tackles are to be got tested under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.

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

Note: Units may specify type of accommodation available and its rental charges in the NIT while issuing the same.

1.4.0 The contractor shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-incharge.

1.5.0 Sub-Contracting of the job will not be allowed without prior written permission of the owner (NFL). If sub-contracting is allowed by Owner in full or part, the contractor shall be solely responsible for paying each Sub-Contractor and any other person to whom any amount is due from Contractor for services, materials or supplies otherwise related to the Work. Contractor shall take all reasonable steps and actions to ensure that such services have been or will be properly performed. Owner shall not be deemed by virtue of the Contract to have any contractual obligation to or relationship with any Sub Contractor. The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

1.6.0 PAYMENT OF TAXES AND DUTIES

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

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

1.6.3 Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to NFL's account. Any subsequent change in the rate of GST shall be to NFL's account during contractual period only.

1.6.4 The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. except GST.

a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NFL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.

b) NFL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.

c) Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which NFL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.

d) In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to NFL, then NFL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, NFL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on NFL.

1.6.5 Liability of NFL shall be restricted to the amount of GST only, and any interest / penalty etc. shall be to the contractor's account.

1.6.6 Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.

1.6.7 As per GST, the liability towards payment of GST lies with the service provider, so NFL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (NFL) shall comply with the same as the service receiver.

1.7.0 The rates quoted by the tenderer will be firm for the currency of the contract period including extension if any and will not be subjected to escalation irrespective of any increase what so ever.

Note: Where the contract is labour oriented, the escalation clause if required, may be mentioned in the tender document.

1.8.0 The Tenderer should make a deposit of Rs. _____ as Earnest Money and Rs. ____ as Tender Fees by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Panipat" payable at **Panipat** . The Earnest Money and

Tender Fees shall not be accepted in any other form except specified. Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender will not be opened and it will be considered as rejected. The EMD shall be forfeited and appropriated by NFL in regard to the NIT without prejudice to any other right or remedy to NFL under the following conditions:

- a) If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder.
- b) If the bid is varied or modified in a manner not acceptable to the NFL during the validity or agreed extension validity period duly agreed by the bidder.
- c) In the case of a successful Bidder, if the bidder fails to commence the work awarded to him or sign the Contract agreement in accordance terms of Contract.
- d) In the case of a successful Bidder If the successful bidder fails to furnish Security Deposit /Performance Guarantee in accordance terms of Contract.
- e) If bidder is delisted/debarred or blacklisted by NFL. The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.

1.8.1 Bid Validity:

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

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

In the event of Owner seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended. A Bidder agreeing to the request of Owner seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly.

1.9.0 The following tenders will be liable to be rejected:

- a) Tenders submitted by Tenderer who resort to canvassing.
- b) Tenders, which do not fulfil any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
- c) Tender, which contain uncalled for remarks or any alternative additional conditions.

1.9.1 The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender without assigning any reasons.

1.10.0 If the tenderer has relations whether by blood or otherwise with any of the employees of the NFL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which NFL shall reserve the right to reject the tender or rescind the Contract. It shall also be certified by the tenderer that none of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).

1.11.0 The contractor may employ such employees/ labours as he may think fit and the employees so employed should be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of NFL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, NFL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payments on that account, NFL shall be reimbursed by the contractor for the same as also any other expenses costs and charges incurred by NFL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the contractor, NFL shall be entitled to claim, demand or compensation from the contractor in that event. NFL shall also be entitled to recover the aforesaid amount from the Contractor that may become due and payable to Contractor.

1.12.0 Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, Submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.

1.13.0 The Contractor shall be liable to the company for any omission or Commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to the company.

1.14.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.

1.15.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.

1.16.0 QUANTUM OF JOB:

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

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

1.18.0 VALIDITY OF THE CONTRACT:-

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

1.19.0 FORCE MAJEURE:-

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

1.20.0 LOSS TO PLANT DURING EXECUTION:

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

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

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

a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The contractor will be required to obtain prior approval of NFL for rates payable to him for such extra items.

b) In case, the Contractor fails to do the extra and/or substituted work. NFL will have the option to get the work done through another agency at the Contractors' risk and cost.

1.23.0 SECURITY:

The contractor shall deposit SD towards faithful performance of the contract. The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / Works order value. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD. The balance security deposit amount shall be recovered @ 7.5% from each running bill and the final bill so as to make the total security deposit at 10% of the Contract / Work Order Value. In case work is split between two or more parties, SD shall be submitted based on the value of split order. No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and obtaining “No objection certification” from executive department after expiry of Defect Liability Period. The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of ___ months (contract period plus defect liability period) plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor. The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC

Code ICIC0000031, as per following details:-

- (i) IFN 76 COV for issuance of bank guarantee
- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of

IFN 76 COV/IFN 767 COV.

- (iv) Issuing bank shall mention NFL beneficiary code as

NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

1.24.0 PERIOD OF LIABILITY:

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

1.25.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a) Measurement and Billing:

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

b) Running Account Payment:

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

c) Completion Certificate/Final Bill:

The Engineer-in-charge shall normally issue to the contractor the completion certificate within one month after receiving an application thereof from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of contract documents. The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared on the basis of the final measurements entered in the measurement books/sheets. The final bill shall be prepared in the prescribed Performa with reference to total work covered by the contract such bill to be drawn up after applying the applicable rates specified in the schedule of rates to the relative measured quantities. The final bill shall also include all additional claims of the contractor and considered conclusive. The final bill, complete in all respects, shall be submitted by the Contractor within one month of the completion of work. No further claim shall be allowed by NFL after Final bill. Contractor shall also furnish "NO CLAIM CERTIFICATE" in the prescribed Performa along with Final Bill.

d) Final Certificate:

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

1.26.0 TERMS OF PAYMENT:

a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by NFL, complete in all respects. Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of 10 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall

be made within a period applicable as per MSME Act or payment terms as per NIT/VO, whichever is earlier.

b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customer Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches), Place of branch, Branch Code(IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.

c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.

d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.

(e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.

(f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.

(g) In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:

1. Payment of final bill will be made to the contractor after submission of certificate from CISF Gate that all the gate passes issued to the labourers of the contractor have been returned alternatively no objection certificate may be provided from CISF.

2. The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.

3. Return of empty packing material, scrap and unconsumed material issued by NFL.

4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.

5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against any such claim/demand made in future.

1.27.0 PRESERVATION OF FREE ISSUE MATERIAL:

All materials issued to the contractor by the owner shall be preserved against deterioration and storage while under contractor's custody, Any damage/losses suffered on account of non-compliance with the

requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate NFL for the losses suffered at panel rates to be determined by the Engineer in- charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

1.28.0 SCRAP ALLOWANCE:

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

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

1.29.0 ISSUE OF MATERIAL FROM NFL:

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

1.30.0 ISSUE OF GAS CYLINDER:

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

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

1.31.0 MATERIAL TRANSPORTATION:

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

1.32.0 Liquidated Damages (LD):

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

this work, or from any other dues of the contractor against any other contract, or from any other dues of contractor lying with NFL.

Note: The above clause may be reviewed in all cases after considering duration and criticality of work.

1.33.0 ENGINEER-IN-CHARGE:

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

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

1.34.0 JURISDICTION:

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

1.35.0 CONCILIATION & ARBITRATION:

(i) FOR INDIAN PARTIES

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

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority (CMD / Functional Directors/ Unit Head), which may be specified as per contract value (Ref : CO Legal circular no. NFL/CO/Law/979 dated 2-3-2020)

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 exceed Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the

dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR / Base Rate applicable to NFL on date of award of contract. The Seat and venue of Arbitration shall be at Paniapt, The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

(ii) Arbitration for Foreign Vendors /Parties:

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

The Seat and venue of Arbitration shall be at New Delhi, India. The language of the Arbitration shall be English.

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

(iii) Arbitration for CPSEs and Government Department:

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

1.36.0 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:

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

1.37.0 SAFETY REGULATION:

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

reported to the Safety Officer promptly. This will however not relieve the contractor of any statutory obligation. The contractor shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc are to be provided to his workmen by the contractor. However special Safety equipment required as per the job requirement will be provided by NFL free of cost. For any default / accident / loss due to negligence of Contractor/ workers, the liability of Contractor shall be “Absolute liability”.

1.38.0 CONTRACTOR TO EXECUTE AGREEMENT:

The contractor’s responsibility under this contract will commence from date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and NFL, the letter of acceptance and work order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of prescribed value with NFL within 15 days (Fifteen days) of receipt by him of the Letter of Intent. The agreement to be executed will be in Agreement Form specified by NFL. The cost of the Stamp Papers will be borne by the contractor. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties.

1.39.0 BIDDER TO ACQUAINT HIMSELF FULLY

The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking. The Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer. Unless otherwise specifically stated in his bid, it will be assumed that all terms and conditions of NIT are accepted by the bidder without any reservations whatsoever.

1.40.0 PAYMENT FOR PREPARATION OF BID DOCUMENT

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

1.41.1 TERMINATION OF CONTRACT

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

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

I. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.

II. Abandons the work

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

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

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

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

VII. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the Company within fifteen days after written notice of such default is provided to the Contractor.

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

1.41.2 CONSEQUENCES OF TERMINATION

If the contract is terminated by NFL for the reasons detailed under clause no.

1.41.1 of General Terms and Conditions due to default of the contractor:

i) NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract plus 25% towards administrative cost, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.

ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.

iii) The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.

iv) All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.

v) Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of NFL in all units / offices as per NFL's rules& regulations.

1.41.3 FORECLOSURE:

If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work or to terminate the contract due to any reason including force majeure,

regulations or ordinance of any government or for any reasons whatsoever, the Officer in Charge shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure.

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

1.42.0 RIGHTS OF OWNER

A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and the OWNER reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available.

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

1.43.0 TIME EXTENSION

If the Contractor requires any extension of time for completing the Work under the CONTRACT he must apply to the OWNER within seven days from the date of the occurrence of the event on account of which he desires such extensions and the OWNER may, if he thinks such request reasonable, grant such extension of time as he may think necessary. The extension of completion date shall also be subject to the right of NFL to claim a reduction in prices on account of reduction in statutory duties / taxes etc. which may take place during the extended period of completion. However, increase in prices during extended complete on period on account of increase in statutory duties/taxes etc. admissible under this work order/contract may be considered only if extension is due to delay on the part of NFL .

Any extension of time given under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract. The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed. Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause (by way of Security Deposit), the Contractor shall immediately arrange to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition the contractor shall ensure that the Labour license, Insurance policy are renewed from time to time at his cost during the extended period of contract till the completion of the project.

1.44.0 CONTINUED PERFORMANCE

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

1.45.0 Intellectual Property Right

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

1.46.0 Contractor's Obligations w.r.t. personnel deployed and labor related compliance:

a) The CONTRACTOR shall be governed by and shall comply with the provisions of various applicable labour laws like Contract Labour (Regulation & Abolition) Act 1970, Payment of Wages Act 1936, Employers Liability Act 1938, Employment of Children Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Minimum Wages Act 1948, Employees' Compensation

Act 1923, Employees' State Insurance Act 1948, Employee Provident Fund & Misc. Provisions Act 1952, Maternity Benefit Act 1961, Payment of Bonus Act 1965, Payment of Gratuity Act 1971, Equal Remuneration Act 1976, Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (BOCW) along with BOCW Welfare Cess Act 1996, or any modifications thereof or any other law/ Code (s) relating thereto and rules made thereunder from time to time. (THE ABOVE ACTS ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE.)

b) The contractor shall comply with all applicable Central, State statutes/ labour laws/codes/schemes including all other applicable statutory rules and regulations in force relating to the contract and keep NFL indemnified in respect thereof. The contractor shall, to the extent, he is liable, comply with & give all intimation/ notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay, indemnify NFL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded. In case of any violations, omissions, commissions, the consequence/s, if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and NFL shall have no liability whatsoever on this account.

c) In case the CONTRACTOR selected for award of contract does not have a PF code, He shall be required to obtain the same. The contractor shall timely apply and obtain requisite labour licenses & other requisite registrations/ licenses/ clearances from the concerned Authorities and submit a certified stamped copy of the same. Contractor shall ensure its uninterrupted continuity throughout the period of contract/ applicability.

d) The Contractor shall depute only physically and medically fit 'adult' persons against the contract i.e. persons below the age of 18 years shall not be allowed to be engaged for execution of work. The contractor may employ such persons as He may think fit and the persons so employed shall be employees of contractor for all purposes and shall not be deemed to be in the employment of NFL for any purpose whatsoever.

e) The Contractor shall pay wages directly to the persons employed by him under the Contract, within the stipulated period i.e. by 7th of the following month, by direct credit in his/her bank account through NEFT/RTGS or by way of cheque. The wage rates should not be less than the stipulated minimum

wage rates notified by Appropriate Government from time to time with respect to the work performed/ rendered, without any discrimination on grounds of caste/ creed/ religion/ gender. CONTRACTOR shall also enrol/ cover all eligible/ entitled personnel under EPF, EPS, EDLI, ESI, Labour Welfare Fund, & all the other applicable statutory Acts/ Codes/ schemes and ensure deduction & deposition of the requisite contributions – employee's as well as employer's - for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 21st of the following month in case of depositions under ESI Act).

f) The Contractor is also required to discharge all other statutory obligations including timely submission of reports, returns to concerned Authorities and maintain updated registers and records in prescribed proforma under all the various applicable statutes/ Labour Laws/Code(s) including the rules made thereunder enacted and/or amended by the Appropriate Government from time to time.

g) The contractor shall on monthly basis submit a certified stamped copy of wage sheet besides documentary evidence in support of wage payment, deduction & deposition of EPF, ESI, Labour Welfare. The contractor shall also submit a certified stamped copy w.r.t. any other payment made/ benefit extended by him towards fulfilment of his statutory obligations under applicable statutes and/or his contractual obligations towards NFL. Submission of these and other requisite documents/ records and proper maintenance and production of the same as when requisitioned by Authorities/ NFL has to be ensured for smooth clearance/ settlement of bills/payments.

h) CONTRACTOR shall follow prescribed safety regulations & procedures and shall adhere with safe work practices.

1.47.0 Specifications and Drawings:

(1) Adherence to Specifications and Drawings: The whole of the works shall be executed in conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for any loss to NFL.

(2) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.

(3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the NFL to the Contractor are deemed to be the property of NFL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the NFL on completion of the work or termination of the Contract.

1.48.0 Signing of "No Claim" Certificate:

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

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

1.50.0 INDEMNIFICATION:

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

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

1.52.0 Integrity Pact:

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

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

Notary attested

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

1. That on _____ (date of start of business) I the deponent has started business
under the name and style of Proprietorship as a sole proprietor and at present M/s
_____ is a sole proprietorship
firm.

2. That I am the sole proprietor of the firm named as _____
_____ situated at _____ (full
address of firm with pin code).

3 That my above declarations are true and correct in case, my above declaration found
incorrect, in that event, my bid / tender/contract may be rejected and NFL shall be fully
competent to take the necessary action as deemed fit.

DEPONENT

VERIFICATION

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

DEPONENT

Place _____

Date: _____

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. "Bidder from a country which shares a land border with India" for the purpose of this:

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. "Beneficial owner" for the purpose of above (4) will be as under:

- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- i) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

7. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as **Form-I**. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practicesl of tender document.

1. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at **Form-II**

UNDERTAKING ON LETTERHEAD

To,

M/s NATIONAL FERTILIZERS LIMITED

SUB: TENDER NO: NFL/PT/PROD/U&B/36/IHOU/2024-26 NIT Dated :26.03.2024

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder

M/s_____ (Name of Bidder) is :

- (i) Not from such a country []
- (ii) If from such a country, has been registered [] with the Competent Authority.

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

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

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

Place:

Bidder]

Date:

[Signature of Authorized Signatory of

Name:

Designation:

Seal:

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

To,

M/s NATIONAL FERTILIZERS LIMITED

SUB: TENDER NO: NFL/PT/PROD/U&B/36/IHOU/2024-26 NIT Dated: 26.03.2024

Dear Sir

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

- (i) not from such a country []
- (ii) if from such a country, has been registered [] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)
(Bidder is to tick appropriate option (or X) above).

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

National Fertilizers Limited (NFL) hereinafter referred to as “The Principal”
AND
_____ hereinafter referred to as “The Bidder/Contractor”

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

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

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

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

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

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

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

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

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

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

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Subcontractors(s)

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

Section 8 : Independent External Monitor/Monitors

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

the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

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

Section 9: Pact Duration

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)
(Office Seal) (Office Seal)

(For & on behalf of bidder/Contractor)

Place _____
Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ANNEXURE- XV

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT

(To be prepared on Stamp paper issued in the name of Bank)

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum Performance Bank Guarantee shall become null and void.

3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with

Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

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

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

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL (owner).

8. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated this _day of 202----

(Indicate the name of the Bank with stamp)

CONTRACT AGREEMENT

THIS CONTRACT made -----on this----- day of-----2024 at----- (Place) BETWEEN NATIONAL FERTILIZERS LIMITED (NFL), a Public Sector Undertaking (PSU) under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and its Unit/ Office at _____

(here in after referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the one Part.

AND

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

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

Contract documents.

NOW THEREFORE THIS CONTRACT WITNESSTH AS FOLLOWS:

ARTICLE – I

1.0 CONTRACT DOCUMENTS

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

- a) This Contract
- b) Tender Document/NIT
- c) Work Order No. _____ dated _____
- d) Letter of Intent / Notification of Award No. _____ dated _____
- e) Contractor Quotation/bid dated _____.

f) Owner's Tender Document/ NIT No. _____ dated _____

g) Amendment/ Addendum/ Corrigendum dated _____ (If any) to Tender Document / NIT.

h) Owner's Letter/email dated _____ (If any).

i) Contractor's Letter/email dated _____ (If any).

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

ARTICLE –2

2.0 SCOPE OF WORK

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

ARTICLE-3

3.0 TERM

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

ARTICLE-4

4.0 TERMINATION OF CONTRACT

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

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

-Abandons the work

Or

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

Or

-Persistently fails to adhere to the agreed program of work

Or

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

Or

-Performance is not satisfactory or work is abnormally delayed

Or

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

Or

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

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

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

4.3 CONSEQUENCES OF TERMINATION

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

i) NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.

ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.

iii) The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.

iv) All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.

v) Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of NFL in all units / offices as per NFL's rules & regulations.

ARTICLE-5

5.1 FORCE MAJEURE CLAUSE (FMC)

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15 (Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract by giving notice to the other party.

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

ARTICLE-6

6.1 INDEMNITY BY CONTRACTOR

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

ARTICLE-7

7.1 ENTIRE CONTRACT

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

ARTICLE-8

8.0 NOTICE

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

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

ARTICLE-9

9.0 WAIVER

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

the Owner or notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce such right remedy, obligation or liabilities as the case may be.

ARTICLE-10

10.0 NON-ASSIGNABILITY

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

ARTICLE-11

11.1 DISPUTE RESOLUTION

For Indian Parties

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties.

A “Notice of Dispute” shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

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

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

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

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. It is agreed by and between the parties that in case a reference is made to the

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

The seat and venue of arbitration shall be Delhi/Place of respective Unit/Place of Zonal Office.

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

11.2 For Foreign Parties

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

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

The language of the arbitration shall be English.

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

11.3 For CPSEs and Government Department

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

ARTICLE-12

12.0 JURISDICTION

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

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

SIGNED & DELIVERED

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

Date:

Place:

In the Presence of:

Witness

1.

Signature _____

Name of Signatory _____

Address _____

2.

Signature _____

Name of Signatory _____

Address _____

SIGNED & DELIVERED

For and on behalf of
contractor
(With Rubber Stamp)

Date:

Place:

In the Presence of:

Witness

1.

Signature _____

Name of Signatory _____

Address _____

2.

Signature _____

Name of Signatory _____

Address _____

CISF GATE PASS CLEARANCE

Certified that M/s. _____ have deposited
gate passes issued against work order No. _____
dated _____ for **Internal
Handling of Urea 2024-26** (Name of the work). All gate passes have been
deposited by the contractor. Nothing is outstanding against this party as far as this
work order is concerned.

Seal & Signature of the CISF Authority

SCHEDULE OF RATES						
(Contract for Internal Handling of Urea 2024-26)						
SL NO.	ITEM OF WORK	Tentative Quantity	UNIT	RATE Excluding GST (Rs.)		AMOUNT (Excluding GST) Rs.
1	Direct Loading			In fig.	In words	
(i)	Filling, assistance in stitching, loading with proper stacking filled fertilizer bags of 50 Kg./45 Kg. into trucks/Containers & Railway closed wagons/ open wagons as per CI No. 1.1(i) and other connected jobs as listed in para No-1of Scope of work of STC	955000	MT			
(ii)	For assistance in loading during rake loading/truck loading/stacking as per NIT clause no 1.1(ii) & 1.1(iii) of Scope of work of STC.	10438	Operations			
Indirect loading						
2	Loading of stacked filled bags of 50 kg/45 kg with proper stacking into trucks/Containers & Railway closed wagons/ open wagons as per CI No.1.2 and other connected jobs as listed in para No-1 of Scope of work of STC	145000	MT	1.20 X rates quoted in Item No 1(i)		
Total Dispatch		1100000	MT	-	-	-
STACKING OF UREA FILLED BAGS						
3	Filling, assistance in stitching and stacking properly the 50 Kg/45 Kg filled Fertilizers bags on platform as per CI. No. 1.3 and other connected jobs as listed in para No-1of Scope of work of STC.	145000	MT	0.8 X rates quoted in Item No 1(i)		
4	4 (i) Assistance in counting/computer data logging and coordination for timely loading as per clause No. 1.6.0 (i) of Scope of work of STC.	5374	Operations			
	4 (ii) Check weighment of filled bags as per clause No. 1.6.0 (ii) of Scope of work of STC.	1398	Operations			
5	Manual upkeep of conveyors galleries, segregation of ruptured bags and other misc. jobs (as per CI. No.1.9 of Scope of work of STC)	10188	Operations			
6	Shifting of urea dust from vibrating screen, drained urea from bins of loading platform, scrapped urea from silo to dissolving tank in urea plant (as per CI No. 4.1,4.2 & 4.3 of Scope of work of STC.) by means of tractor trolley/pay loader.	1731	MT			
Total Value of Contract (Excluding GST)						
GST @18%						
Total value including GST						

- Contractor shall quote single rate against each item and not multiple rates in the schedule of rates. Conditional tenders are liable to be summarily rejected.
- The rates quoted/agreed by the tenderer shall be inclusive of all taxes and duties excluding GST.
- The tenders shall fill all columns of schedule of rates including the total value of contract in words as well as figure.
- The total indicated quantities are for two years. Operations and are tentative.
- Rates to be quoted for SOR item Nos. 1(ii), 4, 5 above is on operation basis. One operation will consist of one man day of eight hours in the day. The monthly bill to be submitted by the contractor will depend on actual number of operation in the month.

Signature of the contractor