

TENDER DOCUMENT

FOR

“ANNUAL MAINTENANCE SERVICE- IT HARDWARE, DATA CENTRE ASSETS AND NETWORKING EQUIPMENTS”

AT

ZONAL OFFICE BHOPAL AND ALL OFFICES UNDER ZO, BHOPAL FOR THE YEAR “2024-26”

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INSTRUCTION TO TENDERER

- 1) Any clarifications on procedure, tender specification both technical and commercial can be had from IT in-charge at any time before tender closing date and time either personally or by post at least 7 days prior to closing date of the Tender.
- 2) The tenderer shall quote their rates with reference to each item and shall **quote considering items under warranty**. The tenderer must bid for all the items shown in the schedule of rates. In case if any deviation is found in total contract price mentioned by the tenderer in the price bid, the total contract value arrived at by considering the unit rates shall be considered by NFL for the purpose of evaluation of bids. The tenderer shall also confirm in the technical bid that the unit rates quoted in the price bid are inclusive of all costs (e.g. cost of the Service Engineer at site) and no separate cost shall be considered.
- 3) **Validity of the bids** shall be for **120 days** from the date of opening of the price bid.
- 4) NFL reserves the right to accept or reject any bid in whole or in part or accept other than lowest bid without assigning any reason thereof.
- 5) We appreciate your interest in participating in this tender. To ensure a fair and transparent bidding process, please follow these instructions carefully:
 - *Being GeM procurement, the bid has to submit online through the GeM portal ie., <https://gem.gov.in>. For any assistance, please contact
 - i) Registration: To participate in a tender on GeM, you must first register as a seller on the portal. If you haven't registered yet, please follow the registration process provided on the portal.
 - ii) Search for tenders: Once you are registered as a seller, you can search for tenders that match your products or services. You can filter the tenders by category, location, and other parameters.
 - iii) Read the tender document: Before you start bidding, it is important to read the tender document carefully. This will give you a clear understanding of the scope of the project, the timelines, the evaluation criteria, and other important details.
 - iv) Submit your bid: When you are ready to bid, you can submit your proposal on the GeM portal. You will need to provide details like the price, delivery timeline, and any other terms and conditions that you want to include in your bid.
 - v) Pre-bid meeting: No Pre-Bid Meeting for this tender.
 - vi) Be competitive: GeM is a highly competitive marketplace, so it is important to submit a competitive bid. Make sure that your price is reasonable and your proposal is attractive to the buyer.
- 6) Please note that GeM follows a strict code of conduct to ensure a fair and transparent bidding process. We expect all bidders to comply with these guidelines and provide accurate and truthful information. Any bidder found to be in violation of these guidelines may be penalized or banned from participating in future tender.
- 7) The following documents are to be submitted, failing which tender will be liable for rejection:
 - a) Annexure-F & Annexure-G
 - b) An affidavit on non-judicial stamp paper of min. Rs.10/- duly attested by Notary. Stating:
 - i. That party/ their associates/sister concerns etc. has not been black listed or put on holiday by any institutional agency/Govt. Department/PSU in the last two years for participating in the tender.
 - ii. No other firm/sister concerns/associates belonging to the same group is participating / submitting tender for the job.

- c) Power of attorney in the name of person, who has signed the tender document.
(In case of partnership firm or otherwise as the case may be).
 - d) Tenderer shall submit along with Annexure-I, J, K and documents required to substantiate their claim furnishing the copy of their credentials as per NIT.
- 8) The contractor 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 Price.
 - 9) This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
 - 10) All pages shall be initialled at the lower right-hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
 - 11) No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the party has mentioned any condition or deviation in Price Bid shall be out rightly rejected.
 - 12) While submitting the offer, bidders may ensure that tender document/offer has been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
 - 13) The Tender shall be addressed to Zonal Manager (Bhopal).
 - 14) Request for extension of time for submission of tender shall not be entertained.
 - 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) 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.
 - 17) Incomplete Tenders or Tenders not accompanied with the required Details / Documents / Tender fee/ Bid Security or Tenders received late would be liable to be rejected without any further reference whatsoever.
 - 18) 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.
 - 19) 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.
 - 20) Evaluation of offer shall be on overall L-1 basis.
 - 21) 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.
 - 22) 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.
 - 23) 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.
 - 24) The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.

- 25) The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL and have a good character.
- 26) 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.
- 27) 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.
- 28) 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.
- 29) Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
- 30) "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. 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
- 31) 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."
- 32) NFL may not consider any bid, which is incomplete or not submitted in accordance with the provisions, set forth in the bid documents as incomplete and may reject the same or waive any deficiencies in any or all the bids.
- 33) The tenderer to include details of qualification, set of skills, experience of their Service Engineers to be posted at NFL Zonal Office Bhopal.
- 34) 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 any claim whatsoever will be entertained on the plea of ignorance or overlooking.
- 35) 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.”

- 36) 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.
- 37) If tenderer resorts to any frivolous, malicious or baseless complaints / allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging / influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.

TECHNICAL AND COMMERCIAL TERMS AND CONDITIONS

Before submitting their tenders, the tenderers are advised to go through the following's terms and conditions very carefully:

1. Qualification of the Bidders:**Eligibility Criteria**

Qualification Criteria given below specify minimum Qualification Criteria in various areas to ensure that tenderer has necessary experience, expertise, financial and human resources to successfully provide the maintenance services of desired quality service. Offers from the tenderers not meeting these criteria shall not be considered; therefore, tenderers who do not meet these criteria may not submit their bid.

S.No	Basic requirement	Clause	Documents Required
1	Legal Entity	The bidder should have registered office in India for a minimum period of 5 years as on 31.03.2023.	Certificate of Incorporation and certificate of commencement of business issued by the registrar of companies have to be submitted.
2	Business Turnover	The bidder should have a minimum an average annual financial turnover of Rs. 20 Lakh or more during the last three FY ending March, 2023 nature from "Annual Maintenance Contract for Desktops, Laptops, Printers, Multifunction Printers, Networking Equipment's, Data centre Assets and online UPS". i.e. 31.03.21, 31.03.22 & 31.03.23	Copy of the audited Balance sheets, P&L and/ or certificate of the Chartered Accountant for preceding three years.
3	Business Operation	Bidder should have past experience in similar nature of comprehensive annual maintenance contract of IT peripherals of work in last seven years" in India different location for PSU OR Govt./Semi Govt./ Corporate during the last 3 Years FY ending 31.03.2023. 1. Three similar completed services (40%) each costing not less than the 4.91 lakhs in similar nature; OR 2. Two similar completed(50%) services costing not less than the 6.14 lakhs; OR 3. One similar completed services(80%) Costing not less than the 9.83 lakhs.	Copies of Work orders in support of the above scope of work, Completion certificates and performance certificate as reference to be enclosed in this regard.

4	Net worth	The bidder should have earned net profits for at least 3 financial years out of the last 4 years ending on 31.03.2022.	Copy audited balance sheet and / or certificate of the CA for preceding four years.
5	Taxation registration and clearance	The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No.	Certificates.
7	Certification	The bidder must have valid certificate of ISO/IEC 20000-1:2005 or higher standard i.e ISO/IEC 20000-1:2011 certified company for last 2 year.	Certificates
8	Blacklisting	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies/PSU.	A self-declaration letter verified by a notary on the non-judicial stamp of Rs.100
9	MAF	The bidder should either be an original Equipment Manufacturer (OEM) or Authorized service Providers (ASP) of ACER/Dell / HP/ HLBS. Bidder to ensure use of original / genuine spares to undertake AMC of computer hardware. In case of ASP, bidder shall have to submit copy of the MoU / Agreement signed with the OEM / Authorization certificate from (Acer/Dell / HP /HLBS) against this specific tender	A general letter will not be considered as sufficient
10	Repair Facility	The tenderer should have well proven testing & repairing facility for computer equipment's. NFL may conduct a survey to assess the suitability of this facility. Tenderer shall also furnish the details in respect of the facility management / call monitoring software to be used for attending the calls. The SW should have features like Users Registering / Tracking a complaint, Periodic Reports to monitor the status of registered complaints indicating Action taken, Pending Calls etc.	NFL may conduct a survey to assess the suitability of this facility. Tenderer shall also furnish the details in respect of the facility management / call monitoring software to be used for attending the calls.
11	Qualified Manpower	The tenderer should have expert and qualified manpower to undertake AMC of Computer, Printers, UPS, OFC, LAN Hardware. To undertake AMC and management of LAN.	Certificates.

12	Functional Office	The tenderer must have a functional office in Bhopal as on 31.03.2023.	Documentary proof of functionally office in Bhopal on company's letter head along with the address mentioned should be submitted. Attach GST certificate of the office.
13	Escalation Matrix	Escalation Matrix with full contact details, for the resolution of reported issues during the contract period.	To be attached
14	National Presence	The tenderer should have National Presence with its offices / support facilities to cater maintenance services to Zonal offices Bhopal / Area offices under Zonal Office Bhopal. The list of locations where AMC services are required is given at Annexure-L. The tenderer shall update this list indicating its support office against each location of NFL from where the maintenance services shall be provided for all the above locations of NFL.	<u>Documentary proof of functionally office</u> as per attached Annexure L should be submitted.

Additional Instructions:

- a. The tenderer shall furnish the Clause-by-Clause Compliance Statement with respect to technical and Commercial Specifications & Bid evaluation criteria with respect to desired Tender Specs
- b. Details of the tenderer's experience as mentioned above at Sr. No. 1(iii) should be submitted in the format given at Annexure-L along with performance certificate.
- c. The tenderer is required to furnish the requisite necessary Qualification Criteria supporting documents and Credentials as specified above along with other pre-qualification Criteria details as mentioned in the tender, failing which the bids are likely to get rejected.
- d. The tenderer shall also endorse all the compliance statements required by NFL duly signed with office seal.
- e. The tenderer shall employ only such individuals as are skilled and experienced in the works to be executed under the contract. On direction from the Engineer in charge, contractor shall immediately remove from the works any of his employees who in the opinion of the Engineer in charge is not a fit person to be retained on the works or by his conduct has made his presence undesirable and such person shall not be positioned on the works again.

2. SCOPE OF WORK

The Desktops, Laptops, Peripherals and active/passive components of LAN are to be maintained in good working condition. The Services under AMC shall consist of the following (but shall not be limited to):

- i. The scope of the AMC covers carrying out breakdown / preventive maintenance of Servers, Desktop Computers, Printers, MFDs, Active / Passive components of LAN, OFC and other portable Peripherals etc. as detailed in Annexure-D.

- ii. The scope covers replacement of all parts / items including plastic components of printers except consumables items like Printer Ribbons, Media like Magnetic Tapes, Diskettes, Computer Stationary, Printer Heads and UPS Batteries.
- iii. Preventive Maintenance: The tenderer shall provide regular preventive maintenance of all the equipment's under maintenance contract at least once in a quarter in addition to break down support.
- iv. General System Support: Installation of OS (Window 11/10/8/7 /Vista/XP, Server 2003 /2008, Linux, etc.), Office Automation Software, Installation of developer suite, Oracle client, Java, JRE, Antivirus Software, Updation of Antivirus Definitions, Configuration of e-mail / Internet Explorer, Application of OS patches/ OS Service packs / MS Office patches /Latest version of Internet Explorer/ Chrome/Edge or any other software related to official use, LAN Connectivity & ADSL Connectivity. Partitioning of Hard Disc & formatting. Beside this, the following services shall also be covered under this contract: -
 - a) Shifting of PC/Printer or any other hardware as mentioned in the Annexure-C from one location to another in the same office and functionality testing of machines.
 - b) Removal of Virus with the help of Anti-Virus software provided by NFL.
 - c) Quarterly cleaning of all the equipment with suitable fluid (cleaning agent/manpower will be arranged by you) so as to keep all the equipment's in a good- looking condition by removing spots from the equipment, if any.
 - d) Vendor must ensure that IPad may be got repaired from Authorised Service Centre of the respective model. Documentary proof of same has to be submitted by the party to NFL.
 - e) Backup of data of individual PCs whenever Hard disk requires formatting.

3. SPECIAL REQUIREMENTS

- i) **Spare Stock:** The Contractor shall ensure the availability of spare parts without any fail during the period of contract and shall maintain the minimum inventory of spares to meet out the exigencies during the contract period. In order to provide faster maintenance, the tenderer shall keep stock of following new spares at the start of contract at Zonal Office Bhopal & shall also maintain the same during the entire tenure of AMC contract. The items to be maintained as spares stock as per **Annexure-C**.
- ii) Any part like Mother board, CD/DVD drive, Monitor, RAM, HDD etc. which cannot be rectified, shall be replaced by new one of standard make as per details given below:

Sr. No	Item	Acceptable Make
a.	Mother Board & CPU	Intel/Acer/Dell/HP/Asus
b.	DVD/Optical drive	LG / Samsung / Sony
c.	HDD	Seagate/Quantum/Samsung/WD/Toshiba
d.	RAM	OEM/Kingston/Hynex/Transend/HLBS
e.	TFT	OEM/LG/Acer/Dell/Sony/HP/HLBS
f.	UPS	APC/WeP/Microtech/Uniline/Luminous
g.	Printer / Scanner / MFD	HP/ WeP/Canon/Epson/Brother
h.	Keyboard/	OEM/Logitech/iBall/ Dell/HP/HLBS
i.	Mouse	Optical scroll (Logitech / Samsung/Acer/Dell)

Use of other brands of equivalent or better hardware can only be allowed on specific approval of Incharge (IT) or his authorized representative.

- iii) The inventory of spares is to be deployed within one week from the start of contract failing which the contract will be extended by the period for which inventory deployment is delayed and contract will be reckoned from that date.
- iv) **Up Time:** Breakdown call shall be attended immediately within 24 hrs. The Contractor will have to maintain uptime of 95% of each equipment. Any faulty spare parts like Motherboard, Cards, Optical drives etc. which are beyond repairs are to be replaced by new one of the same make or of higher configuration as per standard make given below. The replacement will be done with the prior permission of the of Incharge (IT).
- v) **Warranty Hardware:** There are some Desktops/Peripherals which are under warranty (Hardware support) with the OEM, for these equipment's, the tenderer shall co-ordinate with the OEM to Log-in a complaint and follow-up with the OEM to ensure that the complaint is attended at the earliest. Such equipment's are indicated in bottom of Annexure-C-I with expiry of warranty period.
- vi) The Tenderer shall also provide General System Support (Software) Para 2(iv)) for the equipment mentioned at Para 3(iv) above for entire Contract period and the tender shall provide Hardware support for the equipment after expiry of Warranty period.
- vii) **Addition/Deletion:** NFL reserves the right to cover additional equipment or remove some of the equipment from the scope of work. For such additions or deletion AMC charges shall be adjusted based on the item rate for such equipment.
The Tenderer shall observe the following response time:-

NFL Zonal Offices	:	Same day by Service Engineers.
NFL Area Offices	:	Same/Next business day
- viii) **Standby System:** In case a system / equipment could not be repaired at site, then the contractor will carry the system after providing a stand by system of the same or higher configuration. Such system shall be brought back after repair within 15 working days.
- ix) **Call Logging Software:** The tenderer shall provide call logging / monitoring software which should be user friendly. The SW should be web enable with features like users Registration / Tracking a complaint, Periodic Reports to monitor the status of registered complaints indicating Action taken, Pending calls, etc.
- x) **Penalty:** In case system equipment or part thereof remains under breakdown for more than 6(Six) working days without a standby shall attract a penalty of **Rs.250/- per day per equipment** shall be levied subject to maximum of 10% of the total contract value for the year. In addition, if the system / equipment remains un-operational for 15 days or if the contractor fails to perform the contract in accordance with the terms and conditions of the contract, NFL shall have a right to get the job completed by any other agency at the risk and cost of the contractor. GST shall be applicable on LD / Penalty recoverable, if any.
- xi) **Local Area Networking:** The services under AMC of LAN shall also consist of the following
 - a) Trouble shooting of the network connectivity between PC, the switch and media convertor.
 - b) Repair/Replacement of the passive components in case of its failure.
 - c) Replacement & re-laying of UTP cable in PVC conduit/Channel in case of any fault on the back bone/segment.
 - d) Replacement / Re-laying of Optical Fibre cable in GI Pipe/PVC Conduit in case of any fault on the main back bone / segment.
 - e) Splicing of OFC.
 - f) Terminations of OFC.
 - g) Termination of UTP cable on Information outlets and Jack Panels.

- h) Repair / Replacement of accessories like Jack Panel, Cable Manager, Fans, Power distribution Unit (PDU) etc. of switch mounting rack including cable dressing.
 - i) Testing of the LAN segment after carrying out any repair/replacement.
 - j) Repair of Net gear/ D-Link switches. In case any of the switch is found beyond repair, the same shall be replaced with a switch of same or higher configuration.
- xii) **Handing over/Taking over** of all the systems, printers, peripherals to old/new contractor at the end/beginning of contract in working condition is the responsibility of the contractor, the same shall be coordinated by the person deputed by In-charge IT.
- xiii) **Resident Engineer:** The Contractor shall be required to post **one** permanent (Regular Employee of Contractor) experienced service engineers.
- Although maintenance support would be provided during normal working hours and on normal working days of the company but in view of round the clock on-line activities Zonal Office, resident engineer can be called during odd hours also in emergencies.
- The Tenderer shall ensure that service engineers are available on all working days. Holidays/leave period of service Engineer will be covered by the contractor by providing a suitable substitute acceptable to In-charge IT or his authorized representative. If the Resident engineer is absent for more than 3 days suitable substitution shall be provided by the contractor. In case of unauthorized absence of the site engineer a **penalty of Rs.300/- per day per engineer** will be imposed on the contractor.
- Qualification of Resident Engineers to be posted:** The Engineers to be posted at NFL Zonal Office Bhopal, must have a minimum qualification of Diploma / intermediate with three years' experience in Computer, printers and other related peripherals.
- Roles & Responsibility of Resident Engineer posted at Zonal Office Bhopal**
- a) Coordination with all offices under Zonal Office Bhopal for logging the complaints, attend the call and maintained all related record centralized.
 - b) Coordination for Video conferencing from and to Zonal Office Bhopal with different location through available resources.
 - c) Resident engineer shall ensure utilization of toner in cartridges and drum as per standard provided by manufacturer in Zonal Office Bhopal
 - d) Resident engineers shall avail holidays as per NFL holiday calendar.
- xiv) The bidder shall provide escalation matrix for registering complainant up to the level of head of service department at corporate headquarter for escalated complaint during AMC period.
- xv) **Tool Kit:** Tenderer shall provide complete tool kit to service engineers like Screw driver set, Pliers, Multi-meter, Crimping tool, Network line tester, Blower fan, punching tool and cleaning kit etc.

4. General and Commercial terms and condition

- i. **Award of Contract** will be made at the sole & absolute discretion of NFL, which shall not be disputed. Work Order issued on the basis of this tender will be called Contract. The terms and conditions as embodied in the contract shall be final and shall supersede any other terms and conditions that might have been indicated in the tender submitted by the tenderers. The terms & conditions given in the tender documents shall also form part of Work Order.
- ii. **Period of Contract:** Period of contract will be **two years** w.e.f **15.04.2024** or from the date of award of the contract or from the date of posting of Service Engineer at site whichever is later. Contract period may be reduced or extended at the discretion of NFL depending upon the performance of the contractor. The rates shall remain firm for the entire contract period. The contract can be extended for a further period of three months at the discretion of NFL on the same terms & conditions, subject to satisfactory performance of the contract. Normally notice of 7 days be given for starting the job but the contractor should be able to mobilize within 24 hours, if the necessity so arises.
- iii. **Cancellation of the contract:** NFL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.
- iv. **Clear understanding:** 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 any claim whatsoever will 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.
- v. **Assignment or Subletting of Contract:** The successful tenderer shall not sublet or assign the contract or any part thereof or assign any rights or delegate any obligation there under without the prior written consent of NFL. Any breach of this condition shall entitle NFL to terminate the contract and the tenderer shall be solely responsible and liable for any loss or damage arising out of or ensuing from such termination. NFL reserves its right to recover the said losses or damages or charges and expenses incurred on this account in any manner whatsoever and from any dues payable to the tenderer or available with NFL. The permitted subletting of work by the tenderer shall not establish any contractual relationship between the sub-contractor and NFL and shall also not relieve the tenderer of any of his obligations under the contract.
- vi. **Force Majeure:** The terms and conditions agreed upon under the contract shall be subject to force majeure. Neither the tenderer nor NFL shall be considered in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interrupted with by reasons of war, hostilities, revolution, civil commotion, strike, epidemics, accident, fire, floods, earthquake, regulation or ordinance or requirement of any government or any sub-division thereof or authority of representative of any such government 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 effected, upon giving prompt notice to the other party 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 effected 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. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

- vii. **Workmen Compensation:** The tenderer will be solely responsible for any liability of his workers in respect of any accident; injury arising out of and / or in the course of tenderer's employment. To meet the aforesaid obligation under the Workmen Compensation Act, the tenderer will obtain an Insurance Cover Note under Workmen's Compensation Policy from any of the Insurance Company in respect of persons employed by him for carrying out his work and obligations under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the tenderer. The tenderer shall ensure that the said Insurance Policy remain valid till the expiry of the Contract. Photocopy of the above Insurance Cover is required to be submitted by the tenderer to NFL immediately after the issue of LOI but before the start of work. Payment against the work done will not be released to the tenderer until and unless photocopy of Insurance Cover is submitted to the NFL. If any clause in which by virtue of the provisions of Section 12, Sub Section (1) of the Workmen Compensation Act, 1923 or any other Law for the time being in force, NFL is obliged to pay compensation to a workman employed by the tenderer in execution of work, NFL will recover from the tenderer the amount of compensation so paid.
- viii. **Agreement:** The successful tenderer shall be required to execute an Agreement on a non-judicial stamp paper of appropriate value (Rs 100.00) with NFL within **10 days** of receipt of the Letter of Intent. The agreement to be executed will be in the Agreement Performa to be specified by NFL. The cost of stamp paper will be borne by the tenderer.
- ix. **Jurisdiction:** Notwithstanding, any other Court or Courts having jurisdiction to decide the question(s) forming 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 a competent civil jurisdiction in this behalf at Zonal Office situated at **Bhopal** 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.
- x. **Conciliation & Arbitration clause:** "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract to the validity or the breach thereof shall be resolved amicable through negotiations by the party. 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 form the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:
A written notice shall be given by the contractor invoking arbitration to national fertilizers limited through designated authority.
Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. five crores, 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 sole arbitrator, the appointment of sole arbitrator shall be done in accordance with the provisions of arbitration and conciliation act, 1996.

Where the claim including determination of interest if any being claimed upto date the of commencement of arbitration exceeds Rupees 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 and conciliation Act, 1996.

The arbitration proceeding shall be governed by the arbitration and conciliation act, 1996 and any future 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/difference 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 application to NFL on date of award of contract.

The seat and venue of arbitration shall be NFL Zonal Office Bhopal. (Madhya Pradesh)

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

- xi. Secrecy:** Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.
- xii. Safety:** 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”.
- xiii. Indemnity:**
 - (a) The contractor shall at all times indemnify NFL against all claims which may be made in respect of any equipment, used in the services under the contract for infringement of any right protected by patent, registration of designs or trade mark provided always that in the event of any claim in respect of alleged breach of patent, register designs or trade mark made against the company (owner), the same will be notified to the contractor and the contractor shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

- (b) The Contractor shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses causes of action or suit arising out of, incidental to any/or consequent upon the services provided by the contractor under the contract or due to the failure of the contractor in the performance of his obligations under the terms of the contract. The tenderer shall indemnify NFL against any infringement of trademark /copyright or title to goods / services by him and shall be solely responsible for goods / services offered.
- xiv. **Laws & Acts:** The contractor shall be governed by the provisions of various Labour Laws like the Contract Labour (R&A) Act, 1970, Employees' Provident Funds & Misc. Provisions Act, 1952, Factory Act, 1948, Industrial Disputes Act, 1947, Workmen's Compensation 1972, Minimum Wages Act, 1948, Payment of Wages Act, 1936, provisions of the Code on Wages Act, 2019 etc. and any other Laws/Legislation which may be applicable from time to time. **Note:** The above Acts are only illustrative and not exhaustive.
- xv. **Blood Relation:** Should a tenderer has a relation whether by blood or otherwise with any of the employees of NFL, the tenderer must disclose the relations in the Form of Declaration as per format at Annexure-G at the time of submission of Tender failing which NFL may at its discretion reject the tender or rescind the contract.
- xvi. **Provident Fund:** The Contractor must be registered with PF Authorities and have their own PF Code Number under the Employees Provident Fund and Misc. Provisions Act, 1952. In case of non-compliance with any of the conditions/or provisions contained in E.P.F. and Misc. Provision Act 1952 as amended from time to time. NFL reserves the right to provisionally retain 25 % of the Contractor's payment towards employee and employer's contribution. In case, a contractor is so selected and who does not have PF code number, the CPSEs could ask such contractor to get a code number, giving him a letter of intent regarding the contract, so that he could apply and obtain a PF code number from the respective PF Commissioner.
- xvii. **Laws governing contract:** The contract shall be governed by the laws of Union of India for the time being in force.
- xviii. **No condition or deviation should be mentioned by the tenderer in price bid.** Offers where party has mentioned any condition or deviation in price bid shall be liable to be ignored without ant further reference.
- xix. **Schedule of Rates:** The tenderer shall quote the price strictly as per the Proforma enclosed for schedule of prices. Parties should quote one rate for similar specification items in both the annexure otherwise lower rates quoted in any one annexure will be considered. Tenders with quotation of different rate for different quantities shall be rejected without any further reference. The tenderers should quote the rates both in figure and words. In case of any discrepancy, rates quoted in words shall be applicable.
- xx. **Goods & Service Tax (GST):** GST, if applicable, shall be paid by NFL against GST Invoice. It may further be noted that prime responsibility for assessment in respect of GST rests with the contractor. Therefore liability of NFL is restricted to the extent of GST only i.e. excluding interest or penalty if any. It must therefore be ensured by the contractor himself that GST is deposited with appropriate authority in time & manner as prescribed by the law.
- a) **TDS on GST:** TDS will be deducted on GST payable to contractor/supplier in accordance with GST Act/Law. He shall be required to accept the same on GST portal within 3 days from the date of filing of TDS return (GSTR7) by NFL to enable us to issue the TDS certificate in time. Failure

to accept the same will attract penalty, as imposed by GST Authorities, which will be recovered from the contractor/supplier.

- b) 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.
- xxi. **TDS:** Income Tax as per provisions of Income Tax Act and its amendments from time-to-time, shall be recovered from your bills. TDS certificate shall be issued to you.

xxii. **Security Deposit:**

- a) The Security Deposit shall be 5 % of the contract value which is required to be deposited within 15 days of issue of work order. Alternatively, Security Deposit-cum- Performance Bank Guarantee from any Nationalized / Scheduled Bank may be submitted for 3 % of the contract value. The Security Deposit cum Performance Bank Guarantee shall be valid till the completion of contract + Six month defect liability period.
- b) No interest shall be paid on Security deposit. Any amount recoverable from the contractor shall be deducted from security deposit. Security deposit shall be returned to contractor after obtaining 'No objection certification' from executive department after expiry of 'Defect Liability Period'.
- c) The contractor/supplier/service provider is required to furnish original bank guarantee to NFL in paper format as per the terms of NIT and they shall approach their bank (s). For issuance of Bank guarantee in favour of NFL along with a request to confirm the same in the form of message format IFN 760 COV I IFN 767 COV via SFMS mode directly to ICICI Bank with the following details:

S	SFMS Field	Details:
1	7035	IFSC Code:- ICIC0000031
2	7036	ICICI Bank Ltd, K1, Senior Mall, Sector-18,Noida, UP,201301.
3	7037	NFLNATIONAL04022015

- xxiii. **Claims:** NFL shall be entitled to retain the amount, if any, of its claim against the successful tenderer, whether liquidated or un-liquidated arising out of the contract under reference or otherwise, however and set off the same pro-rata against any amount payable to the successful tenderer under the contract under reference, without prejudice and in addition to the other rights of NFL, to cover the amount of claim by other remedies, legally available.
- xxiv. **Risk & Cost:** 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 three-day's 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.
- xxv. **Wages:** Wages shall be paid by the Contractor to the workman directly without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman. The Contractor shall ensure that the Payment of Wages to Labourer has been made in accordance with

skilled labour of **Minimum Wages Act**. If at any time, it is noticed or it comes to the knowledge the payment to the Labourer employed by the Contractor is not made in accordance with the Minimum Wages Act, NFL shall reserve the right to take remedial action to regulate the payment.

- 1) **Escalation in Rate on account change in minimum wages:** The rates quoted by the contractor will be firm during the contract period including extension (if any) and will not be subject to escalation irrespective of any increase whatsoever except for any increase in minimum wages as notified by the State Govt. of Uttar Pradesh. or Central Govt. whichever is higher.

In case, minimum wage rate (as on date of issue of NIT) is revised subsequent to the submission of bid by the tenderer, the un-revised/pre-revised wage rate as on date of issue of NIT shall be considered and form the basis for calculation of escalation.

Enhanced payment shall be released only after receipt of proof of payment of enhanced wages / arrears paid to the workers. The contractor shall also deduct PF & ESI as per enhanced wages. Escalation applicable for manpower supply / direct assistance items: Actual increase in minimum wages with applicable statutory implication shall be payable to the contractor on submission of proof of payment.

The applicable statutory implication will be decided on basis of nature of Contract. At present the same for short duration contracts (Shutdown Manpower etc.) is 13% while for longer duration contract (ARC's etc) is 29.66%. (Statutory implications may vary depending upon policy of state / central govt. however the escalation shall be actual as per prevailing implications).

xxvi. **Contractor's Obligations w.r.t. personnel deployed and labour 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 within the stipulated time as per EPF act. 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 minimum 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 as per minimum wages act from time to time with respect to the work performed/ rendered, without any discrimination on grounds of caste/ creed/ religion/ gender. CONTRACTOR shall also enroll/cover all eligible/ entitled personnel under EPF, EPS, EDLI, ESI, Labour Welfare Fund, & all the other applicable statutory Acts/ Codes/ schemes and ensure deduction & deposition of the requisite contributions – employee's as well as employer's - for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 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/Labour 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 in prescribed formats 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.

xxvii. **Payment Terms:** 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 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 MSMED Act or payment terms as per NIT/WO, whichever is earlier.

- a) 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.
 - b) 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 ZM.
 - c) 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. Return of empty packing material, scrap and unconsumed material issued by NFL.
 2. 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.
 3. 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.
 4. Following documents (as applicable) and documents to comply with statutory requirement shall be submitted along with the final bill after the successful execution of the job:
 - a. Undertaking for compliance of the labour laws in the prescribed format
 - b. No claim certificate in the format approved by NFL
 - c. Copy of the Form 19 (or) Form 13 of employees sent to PF office.
 - d. No dues certificate form respective sections.
 - e. Self-attested copy of the PF challan
 - f. Self-attested copy of the ECR with respect to PF deposit, separately for this contract.
 - g. Indemnity letter regarding PF dues in the prescribed format.
 - h. Self-attested copy of the wage sheet, attendance record, employee register and Loan/recovery in revised format of A,B,C&D.
- xxviii. NFL shall release the payment within thirty days after receipt of bill by Electronic Clearing System (ECS) and Electronic Fund Transfer (EFT). For this purpose please give the following in your offer
- a) Detail of your Account No. in any branch.
 - b) Name, Address, Branch code, IFS/RTGS code & MICR No. of tenderers Bank.

Your acceptance for release of payment by ECS/EFT from our bank.

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

5. TERMINATION OF THE 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 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

The Contract is liable to be terminated 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. Or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of Engineer-in-charge in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of NFL; or
- vii. Performance is not satisfactory; or
- viii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the reasonable satisfaction of NFL within fifteen days after written notice of such default is provided to the Contractor. Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by NFL as a result of such termination.

- ix. At any time, the contractor makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from EIC/OIC.
- x. If the contractor obtains the contract with NFL as a result of ring tendering, or with illegal measures;
- xi. Information submitted/furnished by the contract is found to be incorrect.
- xii. The above shall be without prejudice to NFL's other rights under the law.

6. CONSEQUENCES OF TERMINATION

If the contract is terminated by Owner for reasons detailed above or for any other reasons whatsoever:

- i. The owner shall reserve the right to get 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 shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to the owner.
- ii. Performance Guarantee Bond/Security in any form submitted by the contractor shall stand forfeited.
- iii. The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss 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, demands, expected losses etc. incurred by the owner as a consequence of termination of the contract.

7. RIGHTS OF NFL

- i. **Breach of Contract:** A unilateral stoppage of work by the Contractor shall be considered a breach of the contract and NFL reserves its right to take necessary and suitable action as it may deem fit, to adequately protect its interests; at the risk and cost of the Contractor. Any aforesaid action shall be without prejudice to any other action, right and remedies etc. that may also be available to NFL.
- ii. **Losses:** Any damage or loss caused to Zonal Office equipment etc during execution of this contract will be made good by the contractor at his own cost and risk. 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.

It is understood by the contract that in the event of any losses/damages caused to the owner (NFL) due to the reasons whatsoever within his control and the same losses/damages are approved, the contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law.

- iii. **Period of Liability:** The contractor shall guarantee for the work done for a period of three months, from the date of issue of completion certificate or expiry of contract whichever is earlier. Any damage or defect may arise or lie undiscovered at the time of completion certificate, concerned in any way with the equipment or material supplied by him in the workmanship shall be rectified or replaced by the Engineer-in-charge or in default the Engineer-in-charge may cause the same to be made good by other workman and deduct expenses (of which the certificate of Engineer-in-charge shall be final) from any sums that may be there or at any time thereafter become due to the contractor or from his security deposit.
- v. The tenders will be opened in the presence of the tenderers who may wish to be

present. The tenderers who are not in a position to make them present, their authorized representative may be present. The authorized representative shall submit written authorization issued by the tenderer.

v. The following tenders will be liable to summary rejection:

a) Tenders submitted by Tenderer who resort to canvassing.

b) Tenders, which do not fulfill 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.

d) 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.

vi. **Contractor to Remove Unsuitable Employees:** The contractor shall on instruction of the Engineer-in-charge immediately remove from the works any of his employees who in the opinion of the Engineer-in-charge is not a fit person to be retained on the works or by his conduct has made his presence undesirable and such person shall not be positioned on the works again.

vii. **Laws:** 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.

vii. 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.

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

8. INCORRECT INFORMATION:

In case any information submitted by the tenderer in the tender is found incorrect, untrue or false or it is noticed during execution of the contract or prior to award of the contract that any information having material bearing on the contract has been concealed by the contractor, the owner shall have right to terminate/rescind the contract.

9. MSMED Declaration:

i. The Procurement Policy for Micro and Small Enterprises, 2012 has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and

Medium Enterprises Development (MSMED) Act, 2006. Details of the policy are available on the MSME website. This policy is also applicable to procurement of Services.

- ii. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:
 - a) District Industries Centres;
 - b) Khadi and Village Industries Commission;
 - c) Khadi and Village Industries Board;
 - d) Coir Board;
 - e) National Small Industries Corporation;
 - f) Directorate of Handicraft and Handloom; and
 - g) Any other body specified by the Ministry of MSME.
- iii. For ease of registration of Micro and Small Enterprises (MSEs), Ministry of MSE has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- iv. The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, Subject to furnishing of relevant valid certificate for claiming exemption.
- v. Chapter-V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank.
- vi. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L-1+15 (Fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (Twenty five) per cent of total tendered value. A sub-target of 4% within 25% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs and 3% from within 25% has been earmarked for supply from the MSEs owned by Women entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% /3% sub-target for procurement earmarked for MSEs owned by SC or ST entrepreneurs and women entrepreneurs respectively shall be met from other MSEs.
- vii. Within this 25% (Twenty Five per cent) quantity, a purchase preference of Four per cent (that is, 20 (Twenty) per cent out of 25 (Twenty Five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ ST MSE to participate in tender process or meet tender requirements and L-1 price, Four per cent sub target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty-one per cent) shares in the unit.

- c) In case of Private Limited Companies, at least 51% (Fifty-one per cent) share shall be held by SC/ST promoters.
- viii. In the opinion of Ministry of MSME, in case of tender item is non splittable or non-dividable, etc. MSE quoting price within price band L-1+15% (Fifteen per cent) may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE, in terms of sub-para vi) above.
- ix. This policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.
- x. The Public Procurement Policy for MSEs is meant for procurement of only Goods produced & Services rendered by MSE and do not apply to Works Contract as notified vide IOM No. NFL/MTLS/MSE/5 dated 17-03-2017. The relevant clauses on MSME being specific to nature of contract may be incorporated in Special Conditions of Contract (STC) of NIT/Tender National Fertilizers Limited 25 Document on case to case basis considering applicability thereof to contract/ work and above said IOM dated 17-03-2017.

10. BASELESS COMPLAINT

If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future up to a period of 2 years.

11. 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 and avail the TReDS facility, if they want to.

The detail of RXIL contact person is as below:

Contact Name: Mr. Prajay Shukla

Contact No.: 8090051171

Email 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 on PO / contract. All financing cost for using the facility shall be borne by the MSME bidder only.

31. Make in India Policy

1. Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P-45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable and subsequent orders issue shall be applicable in this tender.

- 1.1 Bidders seeking benefits under Purchase preference to Make in India (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 as per latest amendment.
 - a) Minimum local content: - The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.
 - b) Margin of Purchase Preference: - The margin of purchase preference shall be 20%. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.
- 1.2 Being domestic tender, only 'Class-I Local supplier' and Class-II Local Supplier as defined in "Public Procurement (Preference to Make in India) order 2017" dt: 16/09/2020 shall be eligible to bid in this tender. In case of procurement for a value up to Rs.10 crores, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.
- 1.3 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment.

A self-certificate to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.
2. In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content Vendor will be evaluated with 20% purchase preference
3. NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, bidder shall have to submit the relevant certificate issued by concerned authority.
4. In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
 - 4.1 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
 - 4.2 In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However, the exemption from furnishing Bidding Document fee and Bid security/EMD, if any, shall continue to be available to MSE Bidders.
 - 4.3 In case a MSE bidder wants to avail the purchase preference, the bidder must be a manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview

of Public Procurement Policy for MSE's. In respect of bid for services. The bidder must be the Service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

Model Clause:-

Model Clause certificate as per Annexure-P (Tenders) of Restrictions under rule 144 (xi) of the General Financial Rules (GFRs) 2017, dated: 23.07.2020 shall be submitted.

Standby Inventory

Sr. No.	Item Description	Acceptable Make	Qty.
	Desktop items		
1	Processor intel®™ Core i7-7700, 3.60 Ghz	Intel	1
2	Processor intel®™ Dual Core, E6700,3.20 Ghz	Intel	1
3	Mother Board Compatible to CPU Core i7 7700, 3.60 GHz. Optlex 5050	Intel	1
4	Motherboard compitable with Dual Core 3.20 GHz Processor	Intel / Asus / HCL	1
5	SMPS	Supportable switching power supply As per PC specification /Dell/HP/Acer	2
6	HDD 500 GB, HDD 1 TB,	Seagate/Quantum/Samsung/W DC/Toshiba	1,1
7	21” LCD / LED Monitor	LG / Samsung / Acer /AOC	1
8	DVD Writer	LG/Creative/Acer/Samsung/So ny	1
9	RAM(Compatible with Mother boards)	OEM/Kingston/Hynex/Transce nd	1,1
10	Laser Printers	Hp 1020/ P1007	1
11	Laser Network Printers	Hp 1606dn / 2055dn	1
12	USB Keyboard	Logitech / HP	5
13	USB Optical Mouse	Logitech / HP	5
	Spares for HP LJ 1007, HP LJ 1022, HP LJ 1505, HP LJ 2055dn ,HP LJ 1606dn,		
19	Paper Pick up Assembly	Brother	1
20	Fuser Assembly	Brother	1
21	Scanner Unit	Brother	1
22	Logic Card	Brother	1
23	Power Supply Unit	Brother	1
	Spares for canon 244dw MFD		
14	Paper Pick up Assembly	CANON	1
15	Fuser Assembly	CANON	1
16	Scanner Unit	CANON	1
17	Logic Card	CANON	1
18	Power Supply Unit	CANON	1
	Spares for HP LJ 1007, HP LJ 1022, HP LJ 1505, HP LJ 2055dn ,HP LJ1606dn,		
19	Paper Pick up Assembly	Brother	1
20	Fuser Assembly	Brother	1
21	Scanner Unit	Brother	1
22	Logic Card	Brother	1
23	Power Supply Unit	Brother	1
	Networking Items		
24	24 Port unmanaged Switch 1 Ghz	Dlink/NetGear/	1
25	I/O Box	Dlink/NetGear/	2
26	Patch Cord	Dlink/Digisol(2Metre)	2

Annexure-C					
SPECIFICATION OF IT Equipments FOR AMC					
S.No	Desktops & Ipad TYPE	MAKE	QTY	CONFIGURATION	WARRANTY UPTO
1	ACER VERITON G41	Acer	5	Dual Core, E6700,3.20 Ghz,3GB RAM,DVD-RW,320 GB HDD,18.5" TFT Monitor, WIN7 PRO	
2	ACER VERITON M 200(M200-Q67)	Acer	1	Intel core i5-2400 3.10 Ghz, 2 GB RAM,DVD-RW,500 GB HDD,18.5" TFT Monitor, WIN 7 PRO	
3	ACER VERITON M200-H81	Acer	3	Intel core i3-2400 3.20 Ghz, 4 GB RAM,DVD-RW,500 GB HDD,18.5" TFT Monitor, WIN8 PRO	
4	DELL OPTIPLEX 5050	DELL	20	Intel(R) Core(TM) i7-7700 CPU @ 3.60GHz, 8.00 GB, RAM,DVD-RW, 1 TB HDD, TFT Monitor , WIN 10 PRO	
5	HP ProDesk 600 G6	HP	23	Intel(R) Core(TM) i7-7700 CPU @ 3.60GHz, 8.00 GB, RAM,DVD-RW, 1 TB HDD, 21" TFT Monitor, WIN11 PRO	Apr/2028
6	HP Pro Tower 400 G9	HP	17	Intel(R) Core(TM) i7-7700 CPU @ 3.60GHz, 16 GB, RAM,DVD-RW, 1 TB HDD, 21"TFT Monitor WIN11 PRO	Sep/2028
7	APPLE Ipad	APPLE	1	iPad (9th Generation) (A2602) 64 GB 10.2 inch with Wi-Fi	
	Sub Total (A)	TOTAL	70		
B	Printers				
1	HP 1022 LJ	HP	10	Mono Laserjet Printer	
2	HP P-1008 LJ	HP	1	Mono Laserjet Printer	
3	HP P-1007	HP	7	Mono Laserjet Printer	
4	HP LASERJET PRO P1606dn	HP	1	Mono Laserjet Printer	
5	HP LaserJet Enterprise M506dn	HP	1	Mono Laserjet Duplex and Network Printer	
6	Brother printer HL-L2321D	BROTHER	14		
7	HP LaserJet M208dw Printer	HP	10		Jul/2025
	Sub Total (B)	TOTAL	44		
C	Multifunction Machines MFM			CONFIGURATION	
1	HP LaserJet Pro MFP M126nw	HP	1	Mono Laserjet Duplex and Network MFP	
2	HP LaserJet Pro M1136 MFP	HP	1	Mono Laserjet Duplex WiFi MFP	
3	CANON MFM 244 D/W	CANON	12	Mono Laserjet Duplex, Network and WiFi MFP	
4	HP LaserJet Pro MFP M329dw	HP	3	Mono Laserjet Duplex, Network and WiFi MFP	
5	ECOSYS M2640idw	KYOCERA	5	Mono Laserjet Duplex, Network and WiFi MFP	Aug/2028
	Sub Total (C)	TOTAL	22		

D	Scanners				
1	HP Scanjet 200 Flatbed Scanner	HP	14	Flatbet Scanner	
2	Canon Scanner LiDE 220	CANON	2	Flatbet Scanner	
3	EPSON V39	EPSON	1	Flatbet Scanner	
	Sub Total (D)	TOTAL	17		
E	UPS				
1	UPS-Microtek (500 VA)	Uniline	6	Offline UPS	
2	UPS Luminous 650 VA	MicroTek	2	Offline UPS	
3	Online UPS 20 KVA	Luminious	1	Online UPS	
	Sub Total (E)	TOTAL	9		
F	LAN Components				
1	Switch 24 Ports	Netgear/D-Link	3	Unmanaged Switch	
2	Switch 16 Ports	D-Link	1	Unmanaged Switch	
3	Switch 8 Ports	D-Link	2	Unmanaged Switch	
4	24 port Layer 3 Manageable Core Switch	Ruckus	2	Manageable Layer 3 Core Switch (Ruckus)Model ICX7550-24	Feb/2028
5	48 port layer 2 manageable switch	Ruckus	3	48 port layer 2 manageable switch (Ruckus)Model ICX7150-48P	Feb/2028
6	SFP Modules Transceivers 10G for SM	Ruckus	12	SFP Modules Transceivers 10G for SM (Ruckus)Model 10G-SFPP-LR-S	Feb/2028
7	4X4 MIMO Manageable Wireless Access Points	Ruckus	4	4X4 MIMO Manageable Wireless Access Points (Ruckus)Model R650	Feb/2028
8	Wireless controller numbers access points	Ruckus	1	Wireless controller numbers access points (Ruckus)Model 901-1205-IN00	Feb/2028
9	LIU 6 Port loaded including pigtails and fiber adaptors and splicing tray	DIGISOL	3	LIU 6 Port loaded including pigtails and fiber adaptors and splicing tray (Digisol)Model DGF-LSMDLLCP-2D-06T	Feb/2028
10	Rack mountable 1 U LIU 24 Port including pigtails and fiber adaptors and splicing tray	DIGISOL	1	Rack mountable 1 U LIU 24 Port including pigtails and fiber adaptors and splicing tray (Digisol)Model DGF-LSMDLLCP-2D-24T	Feb/2028
11	48 ports 1U patch panel loaded.	DIGISOL	4	48 ports 1U patch panel loaded. (Digisol)Model DGC-PP6U2L-1K	Feb/2028
12	Management of LAN Point with I/O box (including Two Biometric Points)	DLINK	90	Management of networking point from Switch to I/O box with fault diagnosis, testing with replacement of CAT6 cable & I/O Box (including Two Biometric Points)	
	Sub Total (F)		126		
G	GROSS TOTAL ITEMS (A+B+C+D+E+F)		288		

Annexure-E

>	Note:- All IT equipment's of Annexure-"E" shall be under Hardware support from commencement of contract or from the date mentioned in column(E). Software and facility management support shall be provided only for the IT equipment's against which date is indicated in column (E), which are under OEM warranty. After the OEM warranty period gets expired, the equipment's will be come under Hardware support.						
>	Vendor to quote for all the items listed below IT Equipment's						
S.No	Description	Make	Qty	Warranty upto	HW, SW & FW Mtc. Rate (First Year) Per Unit (₹) inclusive GST.	HW,SW & FW Mtc. Rate (Second Year) Per Unit (₹) inclusive GST.	Total Calculated AMC Charges for Two Year (₹) for both column F&G, inclusive GST
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
A	Desktops & Ipad						
1	ACER VERITON G41	Acer	5				
2	ACER VERITON M 200(M200-Q67)	Acer	1				
3	ACER VERITON M200- H81	Acer	3				
4	DELL OPTIPLEX 5050	DELL	20				
5	HP ProDesk 600 G6	HP	23	20/04/2028			
6	HP Pro Tower 400 G9	HP	17	17/09/2028			
7	APPLE Ipad	APPLE	1				
	Sub Total (A)		70				
B	Printers						
1	HP 1022 LJ	HP	10				
2	HP P-1008 LJ	HP	1				
3	HP P-1007	HP	7				
4	HP LASERJET PRO P1606dn	HP	1				
5	HP LaserJet Enterprise M506dn	HP	1				
6	Brother printer HL-L2321D	BROTHER	14				
7	HP LaserJet M208dw Printer	HP	10	18/07/2025			
	Sub Total (B)		44				
C	Multifunction Machines MFM						
1	HP LaserJet Pro MFP M126nw	HP	1				
2	HP LaserJet Pro M1136 MFP	HP	1				
3	CANON MFM 244 D/W	CANON	12				
4	HP LaserJet Pro MFP M329dw	HP	3				

5	ECOSYS M2640idw	KYOCERA	5				
	Sub Total (C)		22				
D	Scanners						
1	HP Scanjet 200 Flatbed Scanner	HP	14				
2	Canon Scanner LiDE 220	CANON	2				
3	EPSON V39	EPSON	1				
	Sub Total (D)		17				
E	UPS						
1	UPS-Microtek (500 VA)	MicroTek	6				
2	UPS Luminous 650 VA	Luminous	2				
3	Online UPS 20 KVA	Luminous	1				
	Sub Total (E)		9				
F	LAN Components						
1	Switch 24 Ports	Netgear/D-Link	3				
2	Switch 16 Ports	D-Link	1				
3	Switch 8 Ports	D-Link	2				
4	24 port Layer 3 Manageable Core Switch	Ruckus	2	Feb/2028			
5	48 port layer 2 manageable switch	Ruckus	3	Feb/2028			
6	SFP Modules Transceivers 10G for SM	Ruckus	12	Feb/2028			
7	4X4 MIMO Manageable Wireless Access Points	Ruckus	4	Feb/2028			
8	Wireless controller numbers access points	Ruckus	1	Feb/2028			
9	LIU 6 Port loaded including pigtailed and fiber adaptors and splicing tray	Digisol	3	Feb/2028			
10	Rack mountable 1 U LIU 24 Port including pigtailed and fiber adaptors and splicing tray	Digisol	1	Feb/2028			
11	48 ports 1U patch panel loaded.	Digisol	4	Feb/2028			
12	Management of LAN Point with I/O box (including Two Biometric Points)	DLINK	90				
	Sub Total (F)		126				
	GROSS TOTAL ITEMS (A+B+C+D+E+F)		288				

DECLARATION FORM

Ref. No: NFL/CO/IT/AMC/2023/

Dated: _____

“Tender for Maintenance of IT equipment’s”

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

Sr. No.	DESCRIPTION	YES / NO (If Yes, give the following details)		
1.	If a Tenderer has relations whether by blood or otherwise with any of employees of NFL (owner), the tenderer must disclose the relation at the time of submission of Tender, failing which, NFL shall reserves the right to reject the tender or rescind the contract.	Name and Designation of the Employee -----	Place of Posting ----- ----	Relation with the Employee -----
2.	PAN No of the Contractor to be intimated along with Documentary Proof thereof.			PAN No
3.	P.F. Registration No. of the firm /company to be indicated along with Documentary proof thereof.			P.F. No.
4.	GST Registration No. with Documentary Proof.			GST No.
5.	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.			ESI No.
6.	If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the valid registration certificate in support thereof. Otherwise, it will be construed that the party is not registered as per MSMED Act, 2006.			
7.	The bidder shall submit the name and address of the firm/company along with its constitution giving status of the same such as sole proprietorship/partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.			
8.	Name of the Firm			
9.	Address of the Firm			
10.	Contact Details: a) Name of the Person: b) Mobile / Landline Number c) Email			Contact Details: a))
11.	Power of Attorney/authorization for submission of tender document, as applicable Submitted			Yes / No
12.	EMD Amount, Details			
13.	Tender Fee, details			

Signature of the Contractor.

Tenderer with Seal
Place: -----
Dated: -----

UNDERTAKING

Annexure-G

To,
Zonal Manager
National Fertilizers Limited,
A/A-2, Office Complex
Gautam Nagar Bhopal

Ref. No: NFL/CO/IT/AMC/2023/

Dated:

Dear Sir,

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 **“Maintenance of IT equipment’s” at NFL, Zonal Office, BHOPAL** work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. National Fertilizers Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications of the 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 Bid Security Deposit deposited with National Fertilizers Limited, _____ Unit/CO.

Thanking you,

Yours faithfully:

For M/s _____

(Signature of Tenderer with SEAL)

Address: _____

Letter of OEM Authorization

Ref. No: NFL/CO/IT/AMC/2023/

Dated:

To,

**Zonal Manager
National Fertilizers Limited
A/A-2, Office Complex
Gautam Nagar Bhopal,**

Dear Sir,

Whereas National Fertilizers Limited , with its registered head office at -----
----- (thereinafter referred to be as the ‘Owner’), having invited bids for
“**Maintenance of IT equipment’s**” at **NFL, Zonal Office, BHOPAL**” (Name of the
Package & Specification No.), _____ in response of which
M/s _____ (Name of the

bidder) with its registered head office at _____ (Full
Address) _____ are submitting the bid
vide ref . _____ date _____

(hereinafter called the ‘Bid’) . We _____ (Name of
OEM) with its registered head office at _____ (Full

address) _____ do here by undertake that M/s
(Name of the bidder) is authorized to submit a bid and sign a contract with you for AMC
services of product manufactured by us as per your requirements mentioned in above
referred tender. We will provide the backend support including software upgrades and
ensure availability of spares for the stipulated period in the tender. We shall be
providing our services support to M/s
_____(Name of the bidder)from all our service centres located at remote
site across India.

Yours Faithfully,

(OEM, Signature, Name,

Designation,
(Contact Information)

Note: This letter of authority should be issued on the Letterhead of the OEM and should
be signed by authorized official of OEM.

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE

(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 day of 2024

Corporate Seal for Bank

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

Affidavit in Reference of Blacklisting / De-Listing

With reference to NIT No. _____
Dt. _____ of National Fertilizers Ltd., ----- for the work of
_____. I, _____ S/o Sh.
_____ R/o _____ do hereby solemnly

affirm and declare as Proprietor / Partner / Authorized signatory of the firm on behalf of M/s _____ as under :

- i) That my / our firm / sister concern/their associates etc. has not been 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 _____

Annexure-L**Format to indicate Addresses of Tenderer's Service Centers**

Sr.	LOCATION	ADDRESS	CONTACT PERSON(S hri)	CONTA CT No	Tenderer's Service Centers Address with Contact Name & Number
STATE: MADHYA PRADESH					
1	BHOPAL	A/A-2, Office Complex, Gautam Nagar, Bhopal -462023	Tejinder Singh / Rakesh Sonel	93051194 25 / 90398419 48	
2	INDORE	NFL, Ist Floor, Vikas Tower, Indra Complx, Naulakha, Indore -452001	Ajay Kumar Banke	95166075 33	
3	UJJAIN	161-Mahesh Vihar ,Near Maha Mrityunjay Gate, Behind Hotel Manorma Palace Ujjain 456010	Rakesh Chauhan	95166075 15	
4	GWALIOR	27-B, Vijay Nagar, Near Chetakpuri, Laskar, Gwalior-474009	Rahul Katiyar	93022500 54	
5	SATNA	Sai Kripa Gali No. 4,Rajendra Nagar, Satna-485001	Avinash Kumar Saronja	93028841 81	
6	JABALPUR	NFL ,642/A, , Opposite Stadium Gate No-1, Beside MLB schhol,Wright Town,Jabalpur, MP-482001	Riyaj Khan	88151581 88	
STATE: CHATISSGARH					
8	RAIPUR	MIG-3 ,SECTOR 3, OLD RTO GROUNG, SHANKAR NAGAR RAIPUR-492007(CG)	Ompal Gupta	93003227 25	
9	BILASPUR	Gali N-4 Gitanjali Nagar, Lala Kashyap Colony, Karbala Road, Bilaspur, MP, 495001	Nishi Ranjan Das	93004714 38	
STATE: MAHARAstra					
10	AURANGA BAD	Flat 104, Wing-A,Tulsi Arcade, N-5, CIDCO, Aurangabad-431003	R N Gautam	93264282 06	

NO CLAIM CERTIFICATE

Ref. No: NFL/CO/IT/AMC/2023/

Date:

To,

**National Fertilizers Limited
A/A-2, Office Complex
Gautam Nagar Bhopal,**

,

**Subject : “Tender for Maintenance of IT equipment’s” at NFL, Zonal Office,
BHOPAL”**

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

Yours faithfully,

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

(Company stamp)

Date:

Place:

Performa for declaration of Sole Proprietorship Only (On stamp paper of Rs. 50/- and notary attested)

Annexure-N

AFFIDAVIT

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: _____

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

**Tender Ref. No.: NFL/CO/IT/AMC/2023/
Dated:**

To

M/s National Fertilizers
Limited, Zonal Office, Bhopal

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

Sir,

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

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

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

For
M/s.....

Authorized Signatory
(with company seal & Name) 33

Model Clause Certificate: Public Procurement No. 1

(On Company's Letter Head)

Tender Ref. No.: NFL/CO/IT/AMC/2024/

Dated:

To

M/s National Fertilizers
Limited, Zonal Office, Bhopal

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

Sir,

I.....(authorized signatory) for M/s.....
have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that this bidder M/s.....
.....[Vendor Name & address] is not from such a country or, if from such a country [Tick appropriate option & cut the other one], has been registered with the competent authority .We hereby certify that we fulfil all requirements in this regard and is eligible to be considered [**attach evidence of valid registration certificate with competent authority**].

For

M/s.....

Authorized Signatory
(with company seal & Name)

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. 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.
4. 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.
5. 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.

Format to indicate Tenderer's Experience

Sr.	Name of the Client / Company	Contact Person along with contact details	Details of the job	Period of Execution of the job	Value of the job	Copy of the work orders

Compliance Statement

S/N.	Item	Compliance (Yes/No)	Remarks/Document s enclosed (If any)
1	We confirm that there is no deviation from the General terms & conditions (Scope of Work) as stipulated in the Enquiry document at Annexure-B from S.NO 1 and Annexure-C from S.No.1		
2	We confirm that we agree for all General terms & conditions including payment terms as stipulated in the Enquiry document at Annexure-B from S.No 2 to 31		
3	We confirm that cost of Posting of 1 Nos. Service Engineers at Zonal Office Bhopal for full day has been included in the offered price.		
4	We confirm that the AMC rates quoted are inclusive of all taxes & duties.		
5	We confirm that we are OEM of Computers/ its ASP /have arrangement to procure original spares / peripherals with any ASP of OEM of computer.		
6	We confirm that we are in the business of Computer Maintenance since seven years		
7	We confirm that our average turnover is not less than 20 lacs from the business of AMC of computer hardware for last 3 years.		
8	We have a functional office in BHOPAL.		
9	We confirm that we are ISO/IEC 20000-1:2005 or ISO/IEC 20000-1:2011 Certified company for last 2 years.		
10	We confirm that we have expert manpower including minimum qualification of Diploma / intermediate with three years' experience in Computer, printers and other related peripherals.		
11	We confirm that we have a well proven IT Facility management including call monitoring software that can provide various reports including Service Card (Annexure –T)		
12	We confirm that we have a proven repair / testing facility to provide quality maintenance services.		
13.	We confirm that the validity of the offer is 120 days from the date of opening of the technical bid.		
14.	We confirm that we are not blacklisted / delisted by any Govt./Semi- Govt./PSU organization.		

User's Daily AMC Service Record

Sr. No.	User's Name	Location	Problem	Problem Reported Date	Problem Attended Date	Standby Provided Y/N date	Complaint Resolved Y/N	Remarks	AMC Engineer signature
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									