

INDEX FOR e-TENDER

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Note: Contractors are requested to see that all the papers of tender documents issued to them are intact as per above index & all the pages shall be signed & stamped by the contractor and shall be submitted in sealed envelope.

To

M/s _____

Subject: "Removal of existing surface / Surface preparation plus Supply and installation of Vinyl surfaces in Two Number Badminton courts for Vindhyachal Club and Vinod Kendra Club".

Dear Sir,

Tenders are invited for the work as detailed below:

| | | |
|-----|---|---|
| 1) | Name of Work: | "Removal of existing surface / Surface preparation plus Supply and installation of Vinyl surfaces in Two Number Badminton courts for Vindhyachal Club and Vinod Kendra Club at NFL Vijaipur" |
| 2) | Earnest Money: (Tender received without EMD is liable to be rejected) | Tenderer to submit DD against Earnest Money of ₹ 10,000.00 (Rupees Ten Thousand only) issued by any scheduled bank except rural and cooperative bank in favour of National Fertilizers Limited, Vijaipur payable at SBI Vijaipur or through Online Transaction (NFL Account No: 10346673311, IFSC code SBIN0030282).EMD may also be submitted in the form of BG in format as per annexure-XIII. Cheque shall not be accepted in any case. In case party is seeking exemption of EMD/tender Fee under MSMED Act, it is required to submit the required documents showing eligibility. (Not applicable for Works Contract).Start-up firms are exempted from submission of EMD and Tender Fee. |
| 3) | Tender Fee: | Tenderer to submit DD of Rs. 250.00 (Rs Two Hundred and Fifty Only) issued by any scheduled bank except rural and cooperative bank in favor of National Fertilizers Limited, Vijaipur payable at SBI Vijaipur or through Online Transaction (NFL Account No: 10346673311, IFSC code SBIN0030282). Cheque shall not be accepted in any case. |
| 4) | Estimated Value of the work: | ₹ 8.0/- Lakhs including GST |
| 5) | Validity of Tender | 120 days from the Date of Opening of tender/Technical Bids for the acceptance. |
| 6) | a) Validity/ Period of contract | 45 days from the date of award of the Contract with provision of extension for further 07 days (seven) on same rate, terms & conditions at sole discretion of NFL. |
| | b) Time of Completion: | 45 days from the date of award of the WO/LOI |
| 7) | Nature of Contract (whether Work or Service) | Works contract |
| 8) | Whether Contract is Split able or not | Non-Splitable |
| 9) | Date and time of Issue of Tenders: | 27.03.2024 up to 17:00 Hrs. |
| 10) | Last date and time of Receipt of Tenders: | 11.04.2024 up to 15:00 Hrs. |
| 11) | The date and time of Opening of Tenders: | 11.04.2024 on 15:30 Hrs. |
| 12) | Place of receipt and Opening of Tenders: | Office of DGM (HR) NFL -Vijaipur. |

- 13) Tender Documents may be downloaded from our website www.nationalfertilizers.com or CPP portal <http://eprocure.gov.in>. In case documents are downloaded directly from the said websites, requisite tender fees and EMD shall be submitted along with tender documents in envelope No 1.

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

- 14) All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing to DGM (HR) at least 7 (Seven) days prior to the closing date of the tender.
- 15) The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.
- 16) 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.
- 17) 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.
- 18) Incomplete Tenders or Tenders not accompanied with the required Details / Documents / Tender fee/ EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.
- 19) Submission of Tenders:
- i) No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
 - ii) Tender documents should be submitted along with duly filled in all Annexures.
 - iii) The tender will be divided in three parts:
 - a) Earnest money and Tender Fee.
 - b) Technical and commercial bid
 - c) Price bid.

Part. 1: Under this part Tenderer will upload scanned copy of Earnest Money and Tender Fee of amount specified in NIT in the form of DD/ Banker's cheque/Online Transfer/Bank Guarantee in favour of NFL Vijaipur Unit, Payable at Vijaipur.

If the party is seeking exemption of EMD under MSMED Act, it is required to upload the requisite documents showing eligibility. (Exemption from EMD shall not be applicable on works contract)

In case of payment of EMD and Tender Fee by Demand Draft / Banker's Cheque / BG , the hard copy of original documents should reach us before due date and time of opening of technical bid failing which the offer shall be liable to be rejected.

Part. 2: Under this part Tenderer will upload scanned copy documents as under :

- a) Signed copy of NIT and Complete Tender Document as token of acceptance of terms and conditions.
- b) Duly filled Declaration Forms I, II & III (Annexure-II,III & IV) with supporting documents
- c) Duly Filled Annexure-V for Registration for GST
- d) Affidavit as per Annexure-VI on Non-Judicial Stamp paper of Rs 50.00.
- e) Notarized/Certified copy Power of Attorney/ Authorization in name of person who has signed the tender documents/bid.
- f) Un-priced SOR along with technical Bid.
- g) Copy of the PAN Card
- h) Documentary Proof for GSTIN Registration No, Code No./Accounting Code.
- i) PF Registration No. issued by RPFC
- j) Affidavit for proprietorship as per Annexure-XI on Non-Judicial Stamp paper of Rs 50.00.
- k) Blank cancelled cheque / Bank details for bank A/c particulars etc.
- l) Duly Filled Form-I attached with Annexure-XII (Bidder who shares Land Border with India)

- m) Documents required as per eligibility criteria (In case parties are not Prequalified)
- n) MSME / Start up certificate if applicable
- o) Integrity Pact (If applicable)

Part3: This part should only contain the 'Schedule of Quantities & Rates'/ 'Price Bid' with prices given in respective columns against each item, as enclosed herein, duly completed and signed & stamped on each page by the tenderer.

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

20) **Opening of Tender** : The Tender shall be opened as under:

Part. 1: Containing Earnest Money and Tender Fee shall be opened first on the Scheduled Date & Time of opening of tenders.

Part 2: Containing 'Technical Bid' will then be opened. Necessary clarifications if required shall be taken from the bidders.

Part 3: Containing 'Price Bid' will be opened if technical bid and EMD found in order on the same day or at a later date, which shall be intimated to the Tenderers.

- 21) 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.
- 22) Evaluation of offer shall be on overall L-1 basis unless specifically mentioned in evaluation criteria.
- 23) All pages shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
- 24) No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.
- 25) The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister / group / Associates Company. In such cases only one of them will be eligible for participating in the tender.
- 26) While submitting the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 27) 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.
- 28) 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.
- 29) 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.

- 30) The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.
- 31) NFL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.
- 32) The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL and have a good character.
- 33) 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.
- 34) 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.
- 35) If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
- 36) "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."
- 37) Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XII.
- 38) 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", 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."
- 39) 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.
- 40) 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."

- 41) The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 shall be applicable for Service Contracts (with price band of L1+15%). It shall not be applicable on Works Contract means wherein transfer of property in Goods involved in execution of such contracts, i.e., wherein both material and services are involved.
- 42) This letter/instructions shall form part of the contract document and shall be signed and dispatched through registered post along with the tender documents on the below address.

Address: Office of DGM (HR), Room Number : 42, Vinayak Bhawan,
NFL Vijaipur Unit, Guna (M.P.)-473111

Thanking you,

Yours Sincerely,
For & on behalf of
National Fertilizers Limited
Name: D.S. Tomar
Designation: DGM (HR)
Email: dstomar@nfl.co.in
Mobile: 9893699185

Encl: Tender Document as per attached Index



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

Ref. No;

Dated :

To,

DGM / Ch.Mgr.()
National Fertilizers Ltd.
Vijaipur

Subject : Tender No. _____ Name of the contract _

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of " _____ " work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. National Fertilizers Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.

I/We agree to accept payment by ECS/EFT from your Bank. Details of my/our Bank A/c No. are as under:

| | |
|--|--|
| Bank A/c No. | |
| Type Account (Current A/c or Saving A/c) | |
| Name of the Bank | |
| Address of the Bank & Branch | |
| Branch Code | |
| IFSC Code | |

In case of acceptance of the tender by National Fertilizers Limited, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection or claim to the forfeiture of the Earnest Money deposited with National Fertilizers Limited, Vijaipur.

Thanking you

Yours faithfully

For M/s _____
(Signature of Contractor/Tenderer with SEAL)
Address: _____

Sitaram *Chetna*

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

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

| Sr. No. | DESCRIPTION | | | |
|---------|--|---|------------------|----------------------------|
| 1 | If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of NFL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. NFL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect. | YES / NO (If Yes, give the following details) | | |
| | | Name & Design. of the Employee | Place of Posting | Relation with the Employee |
| | | | | |
| 2 | <u>P.F. Registration No.</u> of the firm / company to be indicated along with Documentary proof thereof. (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 and party shall submit a declaration in this regard.) | | | |
| 3 | <u>PAN No.</u> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentary Proof thereof. | | | |
| 4 | <u>GST Registration No.</u> of the firm / company issued by GST authorities along with Documentary Proof thereof. | | | |
| 5 | <u>ESI Registration No.</u> issued by ESI Authorities along with documentary proof thereof. | | | |
| 6 | <u>MSME Registration</u> If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise, it will be construed that the firm is not registered as per MSMED Act, 2006. | Yes / No (If Yes, a Self-certified copy of registration certificate to be submitted) Mention the category i.e. Micro/Small/Medium | | |



| | | |
|----|---|---|
| 7 | Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.) | |
| 8 | Name of the Firm | |
| 9 | Address of the Firm | |
| 10 | Contact Details: a) Name of the Person: b) Mobile number/Landline Number c) Email | Contact Details: a) b) c) |
| 11 | Power of Attorney/authorization for submission of tender document, as applicable Submitted | Yes/No |
| 12 | Tender cost amount, DD Number and Date | |
| 13 | EMD amount, DD Number and Date | |

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

Signature of the Contractor/ Tenderer with SEAL

Place: _____

Dated: _____

संलग्न - 4/2/20

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

To,
DGM / Ch.Mgr.())
National Fertilizers Ltd.
Vijaipur

Subject : Tender No. _____ Name of the contract _____

Dear Sir,

| | |
|----------|---|
| 1 | <u>UNDERTAKING</u> a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional. b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us. c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled. d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT. |
| 2 | <u>ACCEPTANCE OF TENDER CONDITIONS</u> I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the NIT and tender document without any reservation and shall abide by the same. |
| 3 | <u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u> With reference to your NIT No. _____ dated _____ and the tender documents displayed on your web site, we hereby submit our tender for the subject work. Since we have not purchased the tender document from your office and the tender documents have been down-loaded by us from NFL website, we are hereby enclosing a demand draft No. _____ dated _____ of _____ (Bank) amounting to Rs. _____ (Rupees _____ only), in favour of National Fertilizers Limited, payable at Vijaypur towards the cost of tender documents. |



| | |
|---|--|
| 4 | <p><u>Labour License(If applicable)</u> I/We shall obtain Labour Licence, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules,1971 and submit a copy of the same to NFL, Vijaipur before start of execution of contract work. Accordingly, we hereby give undertaking that:</p> <p>“As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of _____ from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to NFL,Vijaipur before start of execution of contract work”.</p> |
| 5 | I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name |
| 6 | I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of NFL. |
| 7 | I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of NFL. |

Thanking you

Yours faithfully
For & on behalf of Tenderer/Contractor

Signature of the Contractor/ Tenderer with SEAL

Place: _____

Dated: _____

Signature *[Handwritten Signature]*

REGISTRATION OF GST NUMBER

Requirement of GST Number:

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

UNDERTAKING

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

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

(Signature & stamp of bidder)

(To be kept in Envelope No. II)

(An Affidavit in original on Non-judicial Stamp Paper of Rs 50.00 attested byNotary)

AFFIDAVIT

With reference to NIT No. _____
Dt. _____ of National Fertilizers Ltd., Vijaipur 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 _____

Date: _____

ELIGIBILITY CRITERIA

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

Techno-Commercial Criteria

| Sr. No | Eligibility Criteria | Supporting Documents Required |
|--------|---|--|
| 1 | <p>a) The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution such as SoleProprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc. and</p> <p>b) Affidavit as per Annexure-VI on Non-judicial paper in original and Power of Attorney / Authorization,</p> | <p>i) In case of sole proprietorship : Affidavit on Non- Judicial stamp paper of Rs. 50.00in original, duly attested by notary regarding status / style of the business entity as per Annexure-XI</p> <p>ii) In case of partnership firm : A copy of Partnership Deed duly attested by notary.</p> <p>iii) In case of Company : notarized certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and memorandum of Association.</p> <p>iv) in case of Registered Society /Registered Trust : Certified Copy of the Certificate of Registration and Deed of formation / MOA</p> <p>Affidavit in original as per Annexure VI</p> <p>Power of Attorney/Authorization in favour of person who has signed the tender documents on behalf of the tenderer:</p> <p>I. In case of proprietorship firm: Power of Attorney (if documents signed by other than proprietor) & Annexure-XI on Non-judicial stamp paper.</p> <p>II. In case of partnership Firm:- Power of Attorney on Non-judicial Stamp Paper by all the partners.</p> <p>iii. In case of a company: Notarized/Certified copy of Authorization/Power of Attorney (Backed by the resolution of Board of Directors)</p> |
| 2 | <p>a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. & ESI Registration No.</p> <p>b) Declaration/Disclosure regarding any relation(s) with employees of NFL, Downloading of tender forms from NFL website etc.</p> | <p>The bidder shall submit Declaration I, II & III with self-attested copy of related documents wherever required like</p> <p>i) PAN Card.</p> <p>ii) GST registration certificate</p> <p>iii) P.F Registration No. issued by PF Authorities.</p> <p>iv) ESI Registration No. issued by ESI Authorities</p> |

| | | |
|-----------------|---|---|
| <p>3</p> | <p>The bidder should have successfully completed “Similar Works” with performance/completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>Definition of “SIMILAR WORK” Similar works means: - “Installation, operation and maintenance of Vinyl Surface sports Grounds”</p> <p>If the period of contract submitted by the bidder is more than 12 month, the same shall be interpolated to the scale of 12 months for evaluation purpose.</p> | <p>The bidder shall submit copy of Work orders and Completion / Performance certificate from concerned organization for at least one of the followings :</p> <p>a) Three similar completed works each costing not less than 40% amount of the estimated cost of work ₹ 3.2 Lakhs (Including GST) OR</p> <p>b) Two similar completed works each costing not less than 50% amount of the annualized estimated cost of work ₹ 4.0 Lakhs (Including GST) OR</p> <p>c) One similar completed work costing not less than 80% amount of the annualized estimated cost of work ₹ 6.4 Lakhs (Including GST)</p> <p>Copies of Work orders in support of the above with full technical scope of work & commercial details including work order value along with the completion/performance certificate from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion. The value of work order shall be considered for period of one year. In case the work order period is more than one year the executed work value on pro-rata shall be considered.</p> |
| <p>4</p> | <p>Average Annual financial turnover of the bidder during the last 3 years ending 31st March of the previous financial year should be at least 30% of estimated cost (Including Taxes) for one year i.e. ₹ 2.4 lakhs.</p> | <p>Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c for the last three financial years ending on 31st March of the previous financial year. (i.e. FY 2020-21,2021-22 and 2022-23)</p> <p>In case the bidder do not fall under the ambit of statutory audit, and do not have audited annual reports / audited Balance Sheets and Profit & Loss Statements, shall submit a statement certified by Statutory Auditor/practicing Chartered Accountant having UDIN No. as documentary evidence in support thereof.</p> |
| <p>5</p> | <p>The Net worth of the bidder should be positive as per last audited financial statement as on 31.03.2023</p> | <p>Bidder shall submit a certificate indicating the net worth certified by Statutory Auditor / practicing Chartered Accountant having UDIN.</p> |

NOTE :

- 1 In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.
- 2 In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be reworked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- 3 In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s). on the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- 4 Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
- 5 In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
- 6 If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
- 7 In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
- 8 In case company A is merged with company B, then company B would get the credentials of company A also."
- 9 **Start-ups** - The condition of prior turnover and prior experience will be relaxed to start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications. The quality and technical parameters will not be diluted. For availing the relaxation bidder is required to submit requisite certificate towards Startup enterprises registration issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.

Signature of the Tenderer /
Contractor with Seal

Signature
[Handwritten Signature]

EVALUATION CRITERIA

1. The contract shall be awarded on Composite L - 1 basis. However, in case, it is found that L-1 tenderer has quoted non-workable rates for one / more items due to which they become L-1, NFL reserves the right to reject such tender. This condition shall be applicable on next lowest tender (s) also.
2. If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
3. Tenderer are required to quote their rates of the respective item of work as per the "UNIT" of Item mentioned in the Schedule of Quantities. If it is found that the contractor has quoted his rates against a particular item(s) by changing the "UNIT", the such quoted rates of the contractor with the changed "UNIT" shall be ignored and treated as UNQUOTED RATE against that particular Item(s) and the tender shall be evaluated as Para 2 above.
4. The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website, In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening.

Where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly. However revision in prices, if any, will be through add-on / reduction on account of change in terms / conditions and / or technical specifications w.r.t. original price bid submitted by all the eligible bidders before opening of price bid. While evaluating the offers, the impact of add-on/reduction on original price bid will be considered and no fresh revised price bid will be submitted by the bidders.
5. If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.
6. The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed:-
 - a) When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
 - b) When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

7. Evaluation Methodology:

The Price Bids of only techno-commercially-qualified bidders shall be opened and will be considered for evaluation. Evaluation and comparison of bids shall be done on the basis of prices quoted by the bidders inclusive of GST.

- I. Purchase preference to Micro & Small Enterprises (MSE's)/Startups, as per Public Procurement Policy and Govt. instructions, in vogue, shall be considered during evaluation of bids for Domestic bidders in case of **Service Contracts**. In case of a tie among the bidders, preference will be given to bidders in following sequence:
 - i) MSE / Startups owned by SC/ST Women
 - ii) MSE / Startups owned by SC/ST
 - iii) MSE / Startups owned by Women (other than SC/ST)
 - iv) MSE / Startups owned by Others
 - v) Others.
- II. In case, there is a tie at the lowest bid (L-1) position between bidders of same category mentioned at sr.no. I. i) to v), the order will be placed on the bidder who is registered earlier with Department of Industrial Promotion and Policy.
- III. In case more than one participating MSEs are within the price-band of L1 + 15%, then opportunity shall be given to MSEs in order of their ranking (L2/L3/L4/etc.) to match the L1- price.
- IV. In case L1-bidder is a Non-MSE, and there is a Tie among MSE-Others, MSE-SC/ST Entrepreneur and MSE-Women Entrepreneur at any position and their quoted price is within the price-band of L1+15%, the following sequence of preference shall be adopted for giving opportunity to match with the L1-price:
 - i) MSE owned by SC/ST Women
 - ii) MSE owned by SC/ST
 - iii) MSE owned by Women (other than SC/ST)
 - iv) MSE owned by Others
- V. In case award of work as per above methodology cannot be determined, the decision of NFL will be final and Lottery system shall be adopted for award of contract. Lottery shall be done in the presence of NFL Committee and the bidders representative.(if they wish to be present).

DEFINITIONS OF TERMS

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

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

"Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.

"The Bidder" (including the terms "tenderer", "consultant" or "service provider") in certain context means any eligible person, firm or company participating in the tendering process.

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

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

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

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

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

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

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

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

9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian

Standard Specifications published before entering into contract.

10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.
13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.
14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.
15. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
16. "ZERO DATE" shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier.
17. "GTC/GTCC" means General Terms & Conditions of Contract. "STC" shall mean Special Terms and Conditions of the contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTC. In case of any discrepancy or inconsistency between technical terms and conditions, special terms and conditions and general terms and conditions, the following order of preference shall be followed:
 - a) Scope of Work /Technical Terms and Conditions
 - b) Special Terms and Conditions
 - c) General Terms and Conditions (GTC/GTCC)

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GENERAL TERMS & CONDITIONS (GTC/GTCC)

- 1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in- charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.
- 2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job. All lifting tools & tackles are to be got tested under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.
- 3.0 Suitable accommodation will be provided for the contractor or his authorized representative on chargeable basis, if available, NFL may allot land for putting temporary Godown/ workshop for making storage, work site by the contractor, free of cost.
- 4.0 The contractor shall have to make his own arrangements for all Tools &Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in- charge.
- 5.0 Sub-Contracting of the job will not be allowed without prior written permission of the owner (NFL). If sub-contracting is allowed by Owner in full or part, the contractor shall be solely responsible for paying each Sub-Contractor and any other person to whom any amount is due from Contractor for services, materials or supplies otherwise related to the Work. Contractor shall take all reasonable steps and actions to ensure that such services have been or will be properly performed.
Owner shall not be deemed by virtue of the Contract to have any contractual obligation to or relationship with any Sub Contractor. The responsibility of successful completion of work by sub-contractor shall lie with Contractor. Sub- contracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- 6.0 PAYMENT OF TAXES AND DUTIES
- 6.1 The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but excluding GST. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.
- 6.2 The rates quoted for materials should be on F.O.R. basis and are inclusive of all taxes. No GST will be paid as extra.
- 6.3 Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to NFL's account. Any subsequent change in the rate of GST shall be to NFL's account during contractual period only.
- 6.4 The Total Contract Value shall be inclusive of all applicable taxes, duties,levies etc. except GST.
 - a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSIIN along with other details required under CGST/IGST/UTGST/SGST Act to NFL immediately after the award of contract, without which no payment shall be released to

the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.

- b) NFL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.
 - c) Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which NFL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.
 - d) In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to NFL, then NFL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, NFL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on NFL.
- 6.5 Liability of NFL shall be restricted to the amount of GST only, and any interest/ penalty etc. shall be to the contractor's account.
- 6.6 Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.
- 6.7 As per GST, the liability towards payment of GST lies with the service provider, so NFL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (NFL) shall comply with the same as the service receiver.
- 7.0 The rates quoted by the tenderer will be firm for the currency of the contract period including extension if any and will not be subjected to escalation irrespective of any increase what so ever, except where escalation clause is specifically mentioned in the tender document for labour oriented contracts.
- 8.0 The Tenderer should deposit Earnest Money and Tender Fees of value mentioned in the NIT by an A/C Payees Demand Draft / Bankers Cheque drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Vijaipur" payable at Vijaipur / Online Transfer. The Earnest Money and Tender Fees shall not be accepted in any other form except specified. Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender will not be opened and it will be considered as rejected.
- The EMD shall be forfeited and appropriated by NFL in regard to the NIT without prejudice to any other right or remedy to NFL under the following conditions:
- a) If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder.
 - b) If the bid is varied or modified in a manner not acceptable to the NFL during the validity or agreed extension validity period duly agreed by the bidder.
 - c) In the case of a successful Bidder, if the bidder fails to commence the work awarded to him or sign the Contract agreement in accordance terms of Contract.
 - d) In the case of a successful Bidder If the successful bidder fails to furnish Security Deposit /Performance Guarantee in accordance terms of Contract.
 - e) If bidder is delisted/debarred or blacklisted by NFL.

The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.

8.1 Bid Validity:

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

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

In the event of Owner seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended.

A Bidder agreeing to the request of Owner seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly.

9.0 The following tenders will be liable to be rejected:

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

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

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

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

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

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

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company.

- 14.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
- 15.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.
- 16.0 QUANTUM OF JOB: Estimated value of work has been worked out on technical assessment / on the basis of job executed in past. NFL will not give any guarantee for minimum billing, minimum quantum of work during the period / currency of the contract.
- 17.0 RISK AND 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 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% + applicable GST to the Contractor.
- 18.0 VALIDITY OF THE CONTRACT:- The Contract shall remain valid for a period as specified in STC/NIT reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice to 7 days be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.
- 19.0 FORCE MAJEURE:- The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/ reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract by giving notice to the other party.
- For delays arising out of Force Majeure neither NFL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.
- 20.0 LOSS TO PLANT DURING EXECUTION: Any damage or loss caused to plant Equipment etc. during execution of this contract will be made good by the contractor at his own cost and risk.

- 21.0 NFL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.
- 22.0 If the rate for the additional altered or substituted work are specified in the contract for the work. The Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specifications in the rate contract for that work.
- a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The contractor will be required to obtain prior approval of NFL for rates payable to him for such extra items.
- b) In case, the Contractor fails to do the extra and/or substituted work. NFL will have the option to get the work done through another agency at the Contractors' risk and cost.
- 23.0 SECURITY: The contractor shall deposit SD towards faithful performance of the contract. The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / Works order value. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD.

The balance security deposit amount shall be recovered @ 7.5% from each running bill and the final bill so as to make the total security deposit at 10% of the Contract / Work Order Value

In case work is split between two or more parties, SD shall be submitted based on the value of split order.

No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and obtaining "No objection certification" from executive department after expiry of Defect Liability Period.

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for Contract period plus defect liability period plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor.

The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details:-

- (i) IFN 76 COV for issuance of bank guarantee
- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 cov.
- (iv) Issuing bank shall mention NFL beneficiary NFLNATIONAL04022015 in field 7037 of IFN760COV /IFN767COV.

24.0 PERIOD OF LIABILITY: Defect liability period of works shall be for a period of 12 months (unless specified in the NIT / STC) from the actual date of completion of work. The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, NFL reserves the right to get the same repaired at the risk & cost of the contractor PLUS 25 % Departmental Charges plus applicable GST thereon, and the expenditure so incurred by NFL shall be adjusted towards the said Security Deposit and / or any other due lying with NFL.

25.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a) Measurement and Billing:

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

b) Running Account Payment:

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

c) Completion Certificate/Final Bill:

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

d) Final Certificate:

Within fifteen days of the contractor's application made after the expiry of the period of defect liability provided for in clause 24.0 here of and satisfaction of all liabilities of the contractor in respect there of the Engineer- in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities notwithstanding issue of the completion certificate or payment of the final bill by NFL.

26.0 TERMS OF PAYMENT:

a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by NFL, complete in all respects.

Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of Security deposit deducted shall be released



after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made within a period applicable as per MSME Act or payment terms as per NIT/WO, whichever is earlier.

- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No. (All digits in case of CBS branches), Place of branch, Branch Code (IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.
- c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.
- d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.
- (e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.
- (f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.
- (g) In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:
 1. Payment of final bill will be made to the contractor after submission of certificate from CISF Gate that all the gate passes issued to the labourers of the contractor have been returned alternatively no objection certificate may be provided from CISF.
 2. The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.
 3. Return of empty packing material, scrap and unconsumed material issued by NFL.
 4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.
 5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against any such claim/demand made in future.
 6. 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 from 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.
 - i. Return of Gate passes issued by CISF / NOC from CISF

27.0 PRESERVATION OF FREE ISSUE MATERIAL: All materials issued to the contractor by the owner

Handwritten signatures and initials in red and blue ink at the bottom right of the page.

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 wilful 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.

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

| Sl. No. | PARTICULARS | SALVAGEABLE |
|---------|-------------|-------------|
| 1 | STRUCTURE | 2.5% |
| 2 | PIPE | 3.0% |
| 3 | CEMENT | 3.0% |

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

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

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

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

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

33.0 ENGINEER-IN-CHARGE: The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.

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

35.0 **CONCILIATION & ARBITRATION:**

(i) **FOR INDIAN PARTIES**

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

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority (**CMD/ Functional Directors/ Unit Head**).

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

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

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

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

The Seat and venue of Arbitration shall be at NFL Vijaipur Guna (MP).

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

(ii) **Arbitration for Foreign Vendors /Parties:**

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

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

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

India.

(iii) Arbitration for CPSEs and Government Department:

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

36.0 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:

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

37.0 SAFETY REGULATION:

The contractor shall observe and abide by all fire and Safety regulations of the NFL. Before starting maintenance work, the Contractor shall consult NFL's Safety Officer or the Engineer-in-charge. If the Safety Engineer is not available, he will do familiarize him with such regulations, copies of which will be furnished to him by NFL, when requested. He shall be responsible for and must make good to the satisfaction of the NFL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the NFL's existing property. All the accidents to contractor's staff will be reported to the Safety Officer promptly. This will however not relieve the contractor of any statutory obligation. The contractor shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc are to be provided to his workmen by the contractor. However special Safety equipment required as per the job requirement will be provided by NFL free of cost. For any default / accident / loss due to negligence of Contractor or its workers, the liability of Contractor shall be "Absolute liability".

38.0 CONTRACTOR TO EXECUTE AGREEMENT:

The contractor's responsibility under this contract will commence from date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and NFL, the letter of acceptance and work order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs. 1000.00 of Madhya Pradesh with NFL within 15 days (Fifteen days) of receipt by him of the Letter of Intent. The agreement to be executed will be in Agreement Form specified by NFL. The cost of the Stamp Papers will be borne by the contractor. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties.

39.0 BIDDER TO ACQUAINT HIMSELF FULLY

The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.

The Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.

Unless otherwise specifically stated in his bid, it will be assumed that all terms and conditions

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