

NFVP/CICO/2363

Name of work: Replacement of MS support structure for cooling tower risers.

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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 Uploaded Electronically.

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page 1

M/s _____

Dear Sir,

E-TENDERS are invited for the work as detailed below:

1)	Name of Work:	“Replacement of MS support structure for cooling tower risers”
2)	Earnest Money: (Tender received without EMD is liable to be rejected)	Tenderer to submit DD against Earnest Money of Rs. 50000.00 (Rupees Fifty Thousand 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).EMD may also be submitted in the form of BG in format as per annexure-XIII. Cheque shall not be accepted in any case. As Subject work being Works Contract and large value contract any relaxation like prior turnover, prior experience, EMD and Tender Fee etc. is not applicable to Startups and MSE for this contract.
3)	Cost of Tender Form:	Tenderer to submit DD of Rs 750.00 (Rs. Seven Hundred 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	Rs 45.10 Lakhs + GST
5)	Validity of Tender	120 days from the Date of Opening of tender/Technical Bids for the acceptance.
6)	a) Validity Period	01 Year from the date of award of the Contract which can be further extended for three months on same rates and conditions at sole discretion of NFL.
	b) Time of Completion:	03 Months from the date of award of Work Order/ LOI/handing over of site whichever is later.
7)	Nature of Contract (whether Work or Service)	Works
8)	Whether Contract is Split able or not	Non-Splitable

Shy

Shy

9)	Date and time of Issue of Tenders:	24.04.2024 at 15:00 Hrs.
10)	Last date and time of Receipt/Upload of Tenders:	20.05.2024. up to 15:00 Hrs.
11)	The date and time of Opening of Tenders:	21.05.2024 up to 15:30 Hrs.
12)	Place of receipt and Opening of Tenders:	Office of Chief Manager (Civil) NFL -Vijaipur.

13) Tender Documents may be downloaded from our website www.nationalfertilizers.com. Or CPP Portal <https://etenders.gov.in/> In case documents are downloaded directly from the said websites, requisite tender fees shall be submitted along with tender documents.

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 the Undersigned 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.

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 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 Annexure.
- iii) The tender will be divided in three parts:
 - a) Earnest Money & Tender Fee.
 - b) Technical and commercial bid.
 - c) Price bid

Part I: 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 submit the requisite documents showing eligibility. (Exemption from EMD shall not be applicable on works contract).

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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/ Authorisation 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 Proforma.

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

The Tender shall be opened electronically 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.



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- 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

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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. 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 returned along with the tender documents.

Thanking you,

Yours Sincerely,

For & on behalf of
National Fertilizers Limited

Name: _____
Designation _____

Encl : Tender Document as per attached Index



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Annexure-II

DECLARATION 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: _____

[Handwritten signatures and marks]

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		

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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: _____

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Annexure - IV

**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	<p><u>UNDERTAKING</u></p> <p>a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional.</p> <p>b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us.</p> <p>c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled.</p> <p>d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.</p>
2	<p><u>ACCEPTANCE OF TENDER CONDITIONS</u></p> <p>I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the NIT and tender document without any reservation and shall abide by the same.</p>
3	<p><u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u></p> <p>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.</p> <p>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.</p>

DM *d*

Signature *H-etu*



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4	<p>Labour License(if applicable) 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	<p>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</p>
6	<p>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</p>
7	<p>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.</p>

Thanking you

Yours faithfully
For & on behalf of Tenderer/Contractor

Signature of the Contractor/ Tenderer with SEAL

Place: _____

Dated: _____

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Annexure-V

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)

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Annexure-VI

(To be kept in Envelope No. II)

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

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: _____

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Annexure-VII**ELIGIBILITY CRITERIA**

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

Techno-Commercial Criteria

Sr. No	Eligibility Criteria	Supporting Documents Required
1	<p>a) The bidder shall submit the status (i.e., Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc. and</p> <p>b) Affidavit as per Annexure-VI on Non-judicial paper in original and Power of Attorney / Authorization,</p>	<p>i) In case of Sole proprietorship : Affidavit on Non-judicial stamp paper of Rs. 50.00 in 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>Power of Attorney / Authorization in favour of a 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>In case of a company: Notarized/Certified copy of Authorization/Power of Attorney (Backed by the resolution of Board of Directors)</p>

DM *Y*



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<p>2</p>	<p>a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF 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> <ul style="list-style-type: none">i) PAN Card.ii) GST registration certificateiii) P.F Registration No. issued by PF Authorities.iv) ESI Registration No. issued by ESI Authorities
<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: - " supply, Fabrication and Erection of structural steel works "</p>	<p>The Bidder shall submit copy of Work orders and completion/performance certificate from concerned organization for at least one of the following:</p> <ul style="list-style-type: none">a) Three similar completed works each costing not less than Rs. 21.28 Lakhs (Inclusive of GST)ORb) Two similar completed works each costing not less than Rs. 26.61 Lakhs (Inclusive of GST)ORc) One similar completed work each costing not less than Rs. 42.57 Lakhs (Inclusive of GST) <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 concerned organization indicating the contract period, executed value and date of completion.</p>
<p>4</p>	<p>The average annual financial turnover of the bidder during the last three financial years ending 31.03.2023 should not be less than Rs. 13.53 Lakhs (Excluding GST)</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 2020-21,2021-22,2022-23)</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>

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NOTE :

1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.
2. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re- worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.
3. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s). on the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
4. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
5. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
6. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
7. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
8. In case company A is merged with company B, then company B would get the credentials of company A also."
9. Subject ~~work~~ work is of distinctive nature and needs expertise in its execution. Therefore relaxation to startups and MSE is not applicable for this contract.

Signature of the Tenderer /Contractor with Seal

EVALUATION CRITERIA

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

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

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

4. The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website. In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening.

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).

DM *f*

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

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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)

DSM

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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 GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NFL immediately after the award of contract, without which no payment shall be released to

