



नेशनल फर्टिलाइजर्स लिमिटेड
National Fertilizers Limited
(भारत सरकार का उपक्रम)
(A Government of India Undertaking)
विजयपुर-४७३९९९, जिला: गुना (म.प्र.)
Vijaipur – 473 111, Dist: Guna (MP), India
(An ISO 9001, 14001 & OHSAS 18001 Unit)
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Ref: NFV/PUR/BIC 210959-V

NOTICE INVITING TENDER
(Two Part Bidding)

Online Tenders under **Two Part Bid system** are invited through **GeM** for the supply of following material as per specifications mentioned in **Annexure-M:-**

Tender No. and Date	NFV/PUR/BIC 210959-V	
Description of Work	Fire Alarm System (FAS) in Captive Power Plant (CPP)	
Type of Bid	Two Part Bid	
Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lakh only)	
Security Deposit-cum-Performance Bank Guarantee (SD-cum-PBG)	5% (Five Percent) of Order Value	
Offer Validity period	Minimum 180 days from tender opening date / as per GeM T&C	
Important Dates		
Important Dates	Start Date and Time for downloading of Tender Documents	As per GeM Schedule
	Last Date and Time for submission of E-Bids	
	Start Date and Time for opening of Part-I Tender (i.e. Un-priced Bids)	
	Date and Time for opening of Priced Bids (Part-II)	Price bids of only those bidders shall be opened whose bids are found technically suitable by NFL
List of Documents	Annexure-A	Special Instructions to Tenderers
	Annexure-B	General Terms and Conditions of Notice Inviting Tender
	Annexure-C	Details of Indented Item
	Annexure-D	Techno-Commercial Bid Template to be completed/filled and submitted by Tenderers
	Annexure-H	BG Format for EMD
	Annexure-I	Eligibility Criteria
	Annexure-J	BG Format for SD-cum-PBG
	Annexure-K	Self-Certification Form: Make In India
	Annexure-L	Model Clause Certificate: Public Procurement
	Annexure-M	Technical Specifications & Scope of Supply
Annexure-N	Integrity Pact Format	

For further details, visit our E-Portal Site <https://etenders.gov.in/eprocure/app>. Any future amendment/modification to the NIT will be displayed only on our E-Tender Portal <https://etenders.gov.in/eprocure/app>. Bidders are requested to visit our E-Tender Portal regularly in their own interest to check for any amendment/modification to the NIT.

Dy. General Manager – Materials

ELIGIBILITY CRITERIA**ELIGIBILITY CRITERIA FOR SUPPLY, ERECTION & COMMISSIONING OF COMPLETE REDUNDANT ADDRESSABLE FIRE DETECTION, ALARM & EXTINGUISHING CONTROL PLC SYSTEM FOR GAS TURBINE APPLICATION IN CPP & AMMONIA-II PLANT AT NFL VIJAIPUR**

SN	Conditions	Documents Required
1	<p>The bidders on its own or through its Original Equipment Manufacturer (OEM) should have experience of similar works at any Fertilizer/Petro-chemical/Oil / Gas Industries/ Refineries/ Steel/ Power Plants/ Cement Industries / Continuous Process Industries in India during last 7-years ending last day of the month previous to which NIT has been issued.</p> <p>Similar work means “Supply, Erection and Commissioning of offered Redundant Addressable Fire Detection, Alarm & Extinguishing Control PLC System for Gas Turbine Applications</p>	<p>1) OEM authorization Certificate specific to this tender (If bid is submitted by Dealer/Channel Partner to be submitted).</p> <p>2) Copies of Purchase order for similar items with full technical scope of work & commercial details including work order value during the last seven years ending last day of the month previous to which NIT has been issued.</p>
2	Completion Certificate with satisfactory performance	The bidders on its own or through its Original Equipment Manufacturer (OEM) should submit completion certificate with satisfactory performance against above PO indicating PO details, PO value, executed value and date of completion and should be issued by organization / end user where such ‘Redundant Addressable Fire detection, alarm & extinguishing control PLC system for Gas turbine applications’ are installed.
3	The Average Annual financial turnover of the vendor during the last three years should be at least Rs. 37.50 Lakhs per annum for which bidder shall submit the certified copies of Audited Balance sheet/ P&L for the last three financial years ending on 31.03.2023.	Bidder shall submit financial standing through Audited Balance sheet and Profit & Loss account for the last three years (for the year 2020-21, 2021-22 & 2022-23). In case the bidders do not fall under the ambit of statutory audit, and do not have audited annual reports/audited Balance sheet and Profit & Loss statements, shall submit a statement certified by Statutory Auditor/practicing chartered accountant as documentary evidence in support thereof.

Note:

- (i) In case completion certificate with satisfactory performance from concerned organization / end use is not available, bidder can submit self – certification for the same on their letter head mentioning name and address of the organization / end user, completion date, contact person name and contact details including e mail etc. Decision of acceptance of bid shall be final and binding to the vendor.
- (ii) All the required documents shall be self-attested by the bidder.



E-Tender ID:
NFV/PUR/BIC 210959-V

SPECIAL INSTRUCTIONS TO TENDERERS

1.00 **Mode of Tendering:**

The Vijaipur Unit of National Fertilizers Limited has decided to do the procurement of '**FIRE ALARM SYSTEM (FAS) IN CAPTIVE POWER PLANT (CPP)**' through **GeM** under **Two Part Bid** system.

2.00 Offers are required to be submitted through **GeM** electronically in place of offers in 'Hard Copy under Sealed Envelope' as is being done conventionally. Tender Submission, Tender Closing and Opening activities will be done electronically and online. No oral, email, telephone, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.

3.00 The NIT will be posted on **GeM** Portal from where vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online.

4.00 Interested Vendors shall visit **GeM** for downloading of tender documents, bid preparation, bid submission etc. The Tenders (hard copies being uploaded in GeM) shall be duly signed and stamped.

5.00 **Pre-requisites for Login Credentials:** Bidders are required to enroll on **GeM**

6.00 The entire responsibility of protecting their own Login ID and the Password and keeping their Digital Signature Certificates safe so that it is not misused by any other person rest with the Tenderers only.

7.00 All the vendors participating in the online **GeM** have to abide by the process involved in the entire workflow of **GeM**

8.00 For queries regarding **GeM** process, you may contact are as under:

a. National Fertilizers Limited (For Tender details)

i.	Name: Shri NK Kishore Dass, Manager – Materials Contact No.: Board Tel. No. 07544-273528/29 Ext. No. 2307, 273050, Email: nkkdass@nfl.co.in
ii.	Name: Shri Sanjay Pandey, Dy. General Manager – Materials Contact No.: 88269 99669, Email: spandey@nfl.co.in

b. Technical Support For Vendors on GeM as per GeM Portal / Web Site

9.00 Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender documents before proceeding for preparation of Online Bid.

10.00 No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.

11.00 NFL shall not be held responsible for any mistake made by the vendor at the time of bidding process. In case any Vendor submits any invalid bid due to any reason whatsoever including typing mistake/human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.

12.00 For submitting price bid through e-Auction, the successful Pre-qualified tenderers will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000. **Or as per GeM requirements**

13.00 It is mandatory for the vendors to use the digital certificate in all their bidding Process **or as per Gem requirements**

14.00 **Tender Schedule: As per GeM Schedule**

Note: After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended/amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is preponed/amended

15.00 The activity defined for vendors is as per **GeM Portal Procdeucre.** .

16.00 **Tender Opening:**

The tenders will be opened electronically by NFL from Vijapur Office. The submission of bids may however be done by vendors from their office or from place of their choice. However bids cannot be submitted after the bid submission due date & time as per the schedule.

17.00 The quantity indicated in **Annexure-C** is our estimated requirement which may vary at the time of ordering at the sole discretion of NFL.

18.00 The contract shall be finalized on 'total delivered cost' basis

19.00 NFL reserves the right to negotiate with the lowest bidder at its sole option. In such case, the negotiations shall be held with the lowest bidder only at NFL Vijapur and prior intimation shall be given by NFL to such bidder.

20.00 NFL reserves the right to reject or accept any tender without giving any reason.

21.00 **System failures and remedial measures thereof/course of action to be followed:**

NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality:

1	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2	Bids have been submitted but the same cannot be opened by NFL.	The due date of opening shall be extended suitably.

22.00 **Name & Address of the Consignee/Unit:**

Senior Manager (Materials) Stores
National Fertilizers Limited
Vijapur-473 111
Dist: Guna (MP)

23.00 **GST of Vijapur Unit**

Taxpayer's Trade Name: National Fertilizers Limited, Vijapur, Guna
Taxpayer's Legal Name: National Fertilizers Limited
Provisional ID Number: 23AAACN0189N2ZB

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E-Tender ID:
NFV/PUR/BIC 210959-V

General Terms and Conditions of Notice Inviting Tender

- 1.00 Detailed Specifications & Scope of Supply of “**FIRE ALARM SYSTEM (FAS) IN CAPTIVE POWER PLANT (CPP)**” required by us are given in **Annexure-M**.
- 2.00 Rates are to be quoted on **FOR – Destination NFL VIJAPUR SITE / STORE BASIS (Inclusive of Basic Price, Discount (if any), Packing and Forrwading Charges, Freight Charges, Insurance Charges, GST, Taxes Duties, Spares, Installatin and Commissiong, Manpower Training etc)** as per online GeM Price Bid proforma.
- 3.00 **Price Firmness**
The quoted rates shall remain firm during the validity period of Purchase Order except for variation in statutory levies. The increase in statutory levies if any shall be borne by NFL provided the supplies are as per schedule. However in case of decrease in statutory levies if any, the payment shall be made on actual basis.
- 4.00 **Tender Submission**
 - 4.01 The tenders will be submitted electronically on **GeM**. No Oral, Email, Telephonic, Telegraphic tenders or Tenders submitted in hardcopies/ physical form will be entertained.
 - 4.02 Tenders should be submitted online on GeM Portal.
 - 4.03 Bidders are expected to examine all the instructions, forms, terms and conditions in the bidding documents. the invitation to bid together with all its attachments thereto shall be considered to be read, understood and accepted by the Bidders, unless deviations are specifically stated in the seriatim by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder’s risk and may result in the rejection of the bid.
 - 4.04 No amendment to the tender would be admissible under any circumstances, whatsoever after closing date and time of submission of tenders.
 - 4.05 The tenderers must submit/upload online, one set of the tender documents duly signed and stamped as token of acceptance of all the tender conditions along with their techno-commercial bid failing which their tender may not be considered.
 - 4.06 Complete specifications of the Stores offered together with manufacturer’s name brand, etc. of each of the item must be indicated in the Technical Bid and descriptive literature and samples (wherever necessary or required) should be sent separately by post immediately after uploading the tender documents.
- 5.00 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.
- 6.00 Wherever the bidder is silent about the acceptance of NIT conditions such as Bank Guarantee, Guaranty period, Liquidated Damages etc., it shall be presumed that the bidder has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
- 7.00 ~~In case of non-compliance of Commercial Terms & Conditions of NIT, loading criteria as per Annexure-C shall be applicable. (This is NOT APPLICABLE)~~

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8.00 Compensation for submission of Tenders:

Tenderers shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though NFL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.

9.00 Clarification of bidding documents

A prospective Bidder requiring any clarification on procedure, tender specifications etc. (both technical and commercial) can be had from NFL, Vijiapur (Shri Sanjay Pandey, Dy. General Manager – Materials / NK Kishore Dass, Mgr (Mtls.) Phone Nos. 07544-273691 / 07544-273528/29 Ext. No. 2307, 273050) in writing by e-mail/fax so as to ensure submission of bid on or before the bid closing date.

10.00 Language of Bid

The bid prepared by the Bidder and all correspondence/drawings and documents relating to the bid exchanged between the Bidder and the Owner shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by English translation in which case, for purpose of interpretation of the bid, the English translation shall govern.

11.00 Change in Tender Schedule:

NFL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the tenderers well in time by email/fax/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the vendor to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. NFL shall not be responsible if a vendor is not able to participate in any activity related to this tender due to change in tender schedule.

12.00 Acceptance/Rejection of Bids:

Notwithstanding anything to the contrary contained herein, NFL reserves the right to accept or reject, at its sole discretion, any Bid/all bids in whole or in part and/or accept other than the lowest bid without assigning any reasons thereof and to annul the bidding process at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for NFL's rejection. No correspondence will be entertained with regard to acceptance or rejection of an offer. NFL is also not bound to disclose the reasons for rejection of the offer to the tenderers.

13.00 Right to vary/split the order

NFL shall have the right to vary the quantities, split and place the order on more than one supplier wherever considered necessary without any liability of any kind whatsoever.

14.00 MSMED Declaration (For Indian Bidders only):

In case you are registered as MICRO/SMALL Enterprise (MSEs) under `The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME.

- The Micro & Small Enterprises (MSEs) shall be entitled for benefits under the Public procurement Policy for Micro & Small Enterprises subject to the terms and conditions indicated therein for the following:
 - (i) Public Procurement (Preference to Make in India), Order 2020.
 - (ii) Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 as amended on date.
 - (iii) Relaxation of Norms for Startups notified vides Order No. F.20/2/2014-PPD (Pt.) dated 20th September, 2016 of Ministry of Finance, Department of Expenditure, Procurement Policy Division.

- Provisions of Public Procurement (Preference to make in India) order 2020 notified vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) shall be applicable. Bidders have to submit the duly filled, stamped and signed form enclosed at Annexure-N.

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- In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
- **Registration on Udyam Registration Portal:** MSE bidders are required to register themselves on Udyam Registration Portal, failing which they will not be able to enjoy the benefit as per Public Procurement Policy for MSEs order, 2012 issued by MSME.

It shall also be confirmed by the Bidders if the MSEs owned by SC/ST Entrepreneurs and in that case submit a copy of documentary proof issued by concerned authorities.

In case no information is given by you, it will be presumed that you are not covered by the MSMED Act and consequently not eligible to the benefits admissible under the Act.

15.0 Earnest Money Deposit (EMD):

15.01 Tenderers must submit Earnest money deposit of **Rs. 1,00,000/-** (Rupees Onee Lakh only). EMD can be submitted by way of:-

- i) E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as under:-
 - a. NFL's Account No. **1 0 3 4 6 6 7 3 3 1 1**
 - b. Name of Bank: **State Bank of India**
 - c. Branch Name: **NFL Vijaypur (NFL Complex)**
 - d. Branch Code: 30282
 - e. IFS Code: **SBIN0030282**

After depositing the amount through RTGS/NEFT, the bidders will be required to immediately inform us the details of amount deposited i.e. Depositor's name, our NIT No. and nature of deposit (i.e. EMD/SD-PBG etc.) through e-mail to facashvp@nfl.co.in.

or

- ii) Crossed Demand Draft favouring National Fertilizers Ltd. issued by any Nationalized/Scheduled Bank payable at State Bank of India, NFL Vijaypur Branch (Code: 30282), NFL Complex, Vijiapur-473111, Dist. Guna (MP) (Details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

or

- iii) Bank Guarantee from any Scheduled/Nationalized Bank (except Rural/Co-Operative Banks) as per our prescribed format (see Annexure-H). The Bank Guarantee should be valid for a period of 120 days from Tender Opening Date and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

iv) Cheques shall not be accepted in any case.

15.02 Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by DD or Bank Guarantee, it should be ensured by the vendor that the original DD/Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of DD/Bank Guarantee given online by the vendors.

15.03 Earnest money shall be forfeited at the sole discretion of NFL in case tenderer after intimation from NFL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.

15.04 Earnest Money of the successful tenderers shall be returned on submission of security deposit.

15.05 Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible.

15.06 No interest will be paid on the Earnest Money Deposit.

16.00 **Security Deposit-cum-Performance Bank Guarantee: (5% [Five Percent] of PO Value)**

16.01 Successful Tenderer, for the faithful and proper fulfillment of the contract, shall have to furnish Security Deposit cum Performance Bank Guarantee (SD-cum-PBG) equivalent to **5% (Five Percentage) of Order Value** within 30 days of receipt of Purchase Order. Security Deposit can be furnished in the form of:-

a. E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as per 15.01 (i) above.

OR

b. By way of a Bank Guarantee from any Nationalized/Scheduled Bank (**except Rural and Co-operative Banks**) in the format prescribed by NFL (see Annexure-J). The Bank Guarantee should be valid for the period covering the **Full Delivery Period + Guarantee Period plus a claim period of 3 months.**

The bank Guarantee should be submitted by bankers directly to NFL in a sealed envelope (by Registered AD Post only).

ON-LINE CONFIRMATION OF BANK GUARANTEE THROUGH SFMS:

The Vender/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS (Structured Financial Messaging System) platform directly to the NFL Banker, i.e. ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code: ICIC0000031, as per following details:

(i) **IFN 760 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 760 COV / IFN 767 COV.**

(iv) **Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/IFN 767 COV.**

16.02 Security Deposit shall be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. NFL shall have the sole discretion to **'Call in'** the Bank to pay the whole or part of the amount of Bank Guarantee.

16.03 The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.

16.04 In the event of breach of any of the terms and conditions of the contract, NFL shall have the right to draw from the Bank Guarantee/Security Deposit either the whole or part of value of Bank Guarantee or Deposit and tenderer shall make good the value of Bank Guarantee/Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

16.05 The amount so drawn shall not in any way effect any remedy to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing hereupon.

16.06 In the event of forfeiture of whole or part of the Security Deposit, the tenderer shall deposit further sum/sums so as to maintain the full security amount deposit as per Clause 16.01 above

16.07 The Security Deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by NFL. It shall be lawful for NFL, if any difference or dispute is likely to exist, to defer the release of Security Deposit or any portion thereof, which may be due for release until such difference and dispute had been finally settled or adjusted.

16.08 **The Security Deposit amount shall not carry any interest.**

17.00 **Price Submission:**

17.01 The bidders shall quote the rates on **FOR / Price Basis – FOR NFL Vijaypur Site / Stores basis** (Inclusive of Basic Price, Discount (if any), Packing and Forwarding Charges, Freight Charges, Insurance Charges, GST, Spares, Installation and Commissioning Charges, Manpower Training Charges etc...) as per GeM online Price Bid Format.

17.02 ~~If for any reason, prices tendered are for delivery **FOR – Forwarding Station**, the freight charges together with the gross weight of the material should be clearly mentioned in the quotation. In case the rates quoted are Ex Godown/ Ex Factory, the packing and forwarding charges should either be included in price or stated separately in definite terms (if applicable). **(NOT applicable)**~~

~~NFL, shall, however, reserve the right to enter into a contract either on Ex Works, F.O.R. Despatch Station or F.O.R. Destination basis at its sole discretion **(NOT Applicable)**~~

17.03 **GST: GST shall be inclusive in the quoted price (as per GeM Online Price Bid)**
In case IGST/CGST/SGST chargeable extra and to be paid by NFL should be clearly in the Price Bid. The above taxes shall be reimbursed against submission of documentary evidence. Rates prevailing on the date of submission of Tenders shall be specified by Tenderers. In case any Tax/Duty is not clearly specified in the Price Bid, then it will be presumed that no such Tax/Levy is applicable or payable by NFL.

TDS shall be deducted from GST payable from the bill in accordance with GST Act/Law. Bidder shall be required to accept the same on the GST portal within 3 days from due date of filing of TDS return (GSTR7) by NFL to enable us to issue the TDS certificate to you in time. If you fail to accept the same in the GST portal, penalty if any imposed by GST authority, will be recovered from you.

Tenders shall also mention their GST Registration Number and the HSN Code of offered items invariably in their Quotation.

17.04 **Packing and Forwarding Charges:**
P&F Charges (if any applicable) should be included in the quoted price [as per GeM online Price Bid Format]

17.05 The rates should be inclusive of transit insurance from Your Despatch Station to our NFL Vijaypur Site / Stores.

17.06 Tenderers must mention their GST Identification Number/PAN allotted by statutory authorities in the Technical Bid positively. Tenderers must invariably mention the HSN Code of the offered item.

17.07 Quoted rate(s) on FOR prices should remain firm till complete execution of the order. Vendors should confirm the same in their offers.

17.08 The tenderer shall quote the price strictly as per GeM Online Proforma only. Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.

18.00 **Conversion to Single Currency**

To facilitate evaluation and comparison, NFL will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees based on the exchange rate for TT Selling prevailing on the date of price bid opening as notified by any Indian Nationalized/Scheduled Bank / published in reputed / largely circulated Newspapers such as Economic times (India)/Financial Express (India) etc.

19.00 No enhancement of rates will be allowed once the quotation is submitted/accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.

20.00 No escalation will be allowed due to any increase in duties/levies in case of extension sought by the parties beyond stipulated delivery period.

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21.00 **Payment Terms & Mode:**

21.01 NFL will not make any advance payments to the vendor. Progressive Payment shall be made on the basis of achievement of following Milestone:

(a) Supply (along with spares): 70% payment + taxes within 30 days after Receipt and acceptance of material at NFL Vijaipur Site/Stores. Balance 30% payment towards supply within 30 days after successful Installation and Commissioning and acceptance of system at NFL Vijaipur Site.

If site clearance is not given due to reasons attributable to NFL. Balance 30% supply portion payment shall be released, against submission of advance Bank Guarantee after six months of supply and acceptance of complete material at NFL Site.

(b) For Services (Erection, Installation and Commissioning): 100% Payment towards Erection, Installation and Commissioning within 30 days from date of Invoice after successful completion of Erection, Installation and Commissioning of Individual Gas Turbine on Pro Rata Basis.

(Installation and Commissioning charges should be inclusive of Travelling, Boarding and Lodging of your Installation and Commissioning Team visiting NFL Vijaipur Site for the said job / activity)

(c) Training: 100% payment through ECS / EFT within 30 days after successful training of NFL Staff at NFL Vijaipur Site.

Bidder may provide the following details in their quotations:-

- a) Name of the Bank, Branch's Name and address and Branch Code
- b) Account Number and Type
- c) RTGS/IFSC/MICR Code of the Bank

Our Banker: **State Bank of India, NFL Vijaipur Branch (Code: 30282), NFL Complex, Vijaipur – 473111, Dist: Guna (MP)**

22.00 **Validity of Tenders:**

The tenders must be valid for acceptance for 180 days from the tender opening date or as per GeM Schedule

23.00 **Guarantee:**

Please refer Annexure M; Technical Specification and Scope of Supply, Clause SR. No: 17.0. Guarantee.

24.00 **Delivery Period**

Bidders shall indicate the shortest and firm delivery period for the offered item in their offer.

Shortest Firm Delivery Period for supply of main equipment (along with spares):..

Shortest Firm Delivery Period for completion of Installation and Commissioning activity at NFL Site (which will be inclusive of Travelling, Board and Loading of your Installation and Commissioning Team visiting NFL Vijaipur Site for said job / activity):.....

Tenderers may note that any change in statutory levies and imposition of new statutory levies beyond the rates prevalent on the date of offer, shall be to NFL's account, provided there is no delay in supply and deliveries are within the stipulated schedule. In case of delayed supplies/deliveries, any increase in statutory levies or new imposition of statutory levy will be to Supplier's/Contractor's account. However, any decrease in such levies for the delayed supplies/deliveries shall be to NFL's account.

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25.00 **Liquidated Damages Charges/Penalty for Late Delivery:**

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

- (i) recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or
- (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or
- (iii) cancel the contract without prejudice to our rights under (i) & (ii) above.

- *GST as applicable on the LD Charges/Penalty shall also be recoverable in addition to LD Charges/Penalty applicable on delayed supplies.*

Liquidated Damages for delay in commissioning where commissioning is part of the Purchase Order:

Liquidated Damages @ 1% of the commissioning value per week of delay or part thereof subject to a maximum of @ 10% of commissioning value should be levied.

26.00 Tenderers shall confirm that they will supply the material securely packed in a good transport worthy packing so as to avoid damage to the material during transit and storage.

27.00 **Destination for booking:**

For Indian Vendors:

- a. By Road: - DOOR DELIVERY AT NFL VIJAIPUR SITE
- b. Consignee: - CHIEF MANAGER - MATERIALS (STORES)
NATIONAL FERTILIZERS LIMITED, VIJAIPUR
DIST. GUNA (MP), PIN: 473111

28.00 **Inspection of Material**

The material will be inspected at NFL Stores, Vijaipur only after receipt and its report shall be final and binding.

29.00 **Acceptance/Rejection of Material:**

Subsequent to an order being placed against your Quotation, received in response to this Enquiry, if it is found that the material supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged conditions, not satisfactory owing to any reason of which we (NFL) shall be the sole judge, we shall be entitled to reject the material, cancel the contract and buy our requirement from open market/other sources and recover the loss, if any, from the supplier reserving to ourselves the right to forfeit the security deposit, furnished by the Supplier against the contract. The supplier will make his own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter, material will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges as applicable, will be recoverable from the supplier.

30.00 **Clear understanding:**

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

31.00 One person will be allowed to represent only one company during discussions/ negotiations with NFL. If same person is representing different companies with authorisation letter from more than one company, such person will be allowed to represent only the first company called for negotiations.

32.00 The prospective tenderers having any common partners/Directors/Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible for participating in the tender.

Tenderers have to submit a declaration along with the Technical Bid declaring:-

- (a) That no other Firm/Sister Concern/Associate belonging to the same group is participating/submitting offer against this tender.

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- (b) That the bidders, their associates, sister concerns etc. have not been blacklisted by any Institutional Agency/Government Department/Public Sector Undertakings in the last two years.

In case of concealment of any fact, if detected later on, such tenderer will be debarred from all future dealings with NFL.

- 33.00 It shall be certified by the tenderer that none of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately).
- 34.00 It shall 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).
- 35.00 It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.
- 36.00 Should a tenderer or contractor have a relation/s or in case of a firm or Company of contractor's one or more of its shareholders or relations of shareholders employed in the N.F.L., the tenderer must disclose the names of such relation/s while submitting his offer, failing which, N.F.L. may at its sole discretion reject the tender or rescind the contract.
- 37.00 **Debarment of Tenderers**
If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/rigging/influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders up to a period of two (2) years.
- 38.00 **Award of Contract:**
Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.
- 39.00 The tenderer shall comply with all statutory requirements and laws in performing the contract. The responsibility for action/safety or his employees while performing the contract by the tenderer shall be solely his.
- 40.00 The supplier shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract.
- If the NFL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, NFL shall be entitled to recover the said amount from any security or other guarantee available with the NFL under the contract.
- 41.00 The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.
- 42.00 **Laws Governing Purchase Order**
The purchase order shall be governed by the Laws of Union of India for the time being in force.
- 43.00 **Secrecy**
Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.

44.00 **Subletting of Contract:**

The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.

45.00 **Force Majeure:**

Neither party shall be liable for any claim on account of any loss, damage or compensation whatsoever arising out of any failure to carry out the terms of this contract where such failure is caused due to war, rebellion, mutiny, civil commutation, fire, riot, earthquake, draught, floods, crop failure, strike, major break down of the plant or Acts of God or due to any restraint or regulation of the State or Central Government or a Local Authority/ies, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition furnishing therewith-documentary evidence supporting the working of force majeure clause.

On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which force majeure to be effected.

46.00 **Disputes:**

In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof (Applicable for Indian Bidders) and in accordance with Rules of ICC (for Overseas Bidders).

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSE Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

47.00 **Arbitration:**

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

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

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

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

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

The seat and venue of arbitration shall be at Delhi/NFL Vijaipur, Guna.

The cost of the proceeding 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.

47.02 **Applicable 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 Rule of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

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

The language of the arbitration shall be English.

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

47.03 **Applicable for CPSEs and Government Department:**

All commercial disputes between CPSEs inter se and CPSE(s) and Govt. Department(s)/Organization(s) shall be settled through Administrative Mechanism for resolution of CPSEs Disputes (AMRCED) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Department/Organizations shall be included as under:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Department/Organizations (other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCED as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018."

47.04 Execution of Purchase Order shall be continued by the Supplier during the Arbitration proceedings unless otherwise directed in writing by NFL.

48.00 **Patent Rights**

In the event of order, the Tenderer shall agree to indemnify the NFL or/and hold it/them harmless from against all claims, liability, loss, damage or expense including counsel fees arising from or by reasons of an action or claimed trade mark patent or copyright infringement or any litigation based hereon with respect of any part of the quoted items and such obligation shall survive acceptance of and payment for the items.

49.00 **Indemnity**

In the event of order, the Tenderer shall indemnify and save harmless NFL and or customer from all claims, losses, demands, causes of action or studies arising out of the services, labour, equipment and material supplied.

50.00 **Jurisdiction**

All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in Guna courts in the Guna district in the State of Madhya Pradesh, India.

51.00 Registration on GeM Portal:

As per the Office Memorandum No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure (under Ministry of Finance), it is mandatory for the sellers to be registered on GeM (Government e-Market) and obtain a unique **GeM Seller ID** at the time of placement of order/acceptance of contract. Further, this ID shall have to be incorporated on the Contract/Purchase order. As such, in case you happen to be a technically acceptable successful bidder, your prior registration on GeM is essential before placement of Contract/Purchase order.

52.0 Model Clause regarding Restrictions on Public Procurement from certain countries

With reference to OM No. 6/18/2019-PPD Dated 23.07.2020 amending Rule 144(xi) in the GFRs, 2017; Order (Public Procurement No. 1) Dt. 23.07.2020 Restricting bidders from certain countries under Rule 144 (xi) of GFRs, 2017; Order (Public Procurement No. 2) Dt. 23.07.2020 providing Exclusion from the restriction; and; Order (Public Procurement No. 3) Dt. 24.07.2020 providing Clarification to Order (Public Procurement No. 1); any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annex I of Order (Public Procurement No. 1) dated 23.07.2020.

The definition regarding "Bidder"; "Bidder from a country which shares a land border with India"; "Beneficial Owner" etc. shall be as per the Definitions clauses at sl no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020.

Bidders are required to go through them thoroughly and strictly adhere to the provisions contained in the OM & Orders and submit the duly filled, stamped and signed form enclosed at Annexure-L: Model Clause Certificate: Public Procurement detailed therein along with the bid documents.

53.0 Signing of Integrity Pact

Bidder will sign and submit the Integrity Pact as per enclosed Annexure-N, which is an integral part of Tender Documents, along with Un-priced Techno-Commercial Bids, failing which the Bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website www.nationalfertilizers.com.

54.0 MSME Vendor Payment Through TReDS:

GoI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

MSME bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to The detail of RXIL contact person is as below:

Contact Name : Mr. Prajay Shukla

Contact No : 8090051171

E Mail ID : prajay.shukla@rxil.in

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



National Fertilizers Limited
(A Government of India Undertaking)
Vijaipur – 473 111, Dist: Guna (MP), India
(An ISO 9001, 14001 & OHSAS 18001 Unit)
CIN No. L74899DL1974GOI007417

Annexure-C

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S. No.	NFL Item Code	Item Description	UOM	Quantity Required
1	JP8220040	Design, Supply, Erection and Commissioning of Fire Detection, Alarm and Extinguishing Control PLC system compete with all the Hardwares, Softwares, Engineering, Documentation, Training and Spares for GTG 1, 2 and 3 in CPP and GT PAC in Ammonia – II Plant. Detailed specification as per Annexure – M enclosed	SET	01 (One)

Note:

1. Bidder may visit M/s NFL, Vijaipur site to see the site conditions at their own cost
2. Bidder should clearly mention make & model of all offered item along with technical bid
3. The Complete Technical Specifications, Scope and other terms & conditions shall be as per Annexure-M.
4. Bidders will be required to submit your comments/confirmation on all the points mentioned in Techno Commercial Template Annexure-D along with offer.
5. Bidders will be required to submit your comments/confirmation on all the points mentioned in Eligibility Criteria Annexure-I along with offer along with valid documentary evidence / proofs.
6. You will submit detailed technical specifications & catalogue of the offered items along with your offer.
7. The evaluation of the bids shall be done on the basis of over all landed cost including Supply, Services.
8. Any deviation from NIT specifications should be clearly mentioned in your offer.



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Annexure-D

NFV/PUR/BIC 210959-V

Template for confirmation on Techno-Commercial Points (to be filled & submitted by bidder)

	Name of the Bidder	M/s.	
S.No.	Description	NFL Requirement as per NIT	Vendor's Comments
1	Item Description	AS PER ANNEXURE-C and ANNEXURE – M	
2	Quantity Required	AS PER ANNEXURE-C	
3	Guarantee	As per Annexure – B, Clause Sr. No: 23: Gunarantee	
4	Earnest Money Deposit (EMD)	EMD of Rs. 1,00,000/- (Rupees One Lakh only), to be furnished in the manner as explained in Clause No. 15.00 of Terms and Conditions of NIT (Annexure-B). Bidders shall indicate the details of DD/BG here. (Scanned copy of DD/BG to be uploaded).	
5	Security Deposit cum Performance Bank Guarantee (SD-cum-PBG)	Successful Tenderer will have to furnish SD-cum-PBG equivalent to 5% (Five Percent) of Order Value for the faithful and proper fulfillment of the contract as per Clause No. 16.00 of General Terms and Conditions of NIT (Annexure-B). Tenderers shall confirm their acceptance for the same.	
6	Offer Validity	Offers should be valid for 180 Days from bid opening date or as per GeM. Vendors confirm their acceptance	
7	Price Basis	Quoted Price Should on FOR / Price Basis: NFL Vijaypur Site / Store basis (inclusive of Basic Price, Discount (if any), Packing and Forwarding Charges, Freight Charges, Insurance Charges, GST, Spares, Installation and Commissioning, Training etc...)	
8	Enhancement of Rates after submission of Quotation not allowed	No enhancement of rates will be allowed once the quotation is submitted/accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.	
9	GST	The rate (%) of GST quoted & considered in Total Price to be mentioned by Vendor.	
10	GST Identification Number	Tenderers shall invariably mention the GST Identification Number allotted to them.	
11	HSN Code	Tenderers shall invariably mention the HSN Code of the offered items.	
12	Freight	Freight Charges should be inclusive in the quoted price	
13	Transit Insurance	Transit Insurance Charges should be inclusive in the quoted price.	
14	Payment Terms	As per Annexure – B, Clause Sr. No: 21: Payment Terms & Mode	
15	Delivery Period/Schedule	Shortest Firm Delivery Period To be indicated by the Bidder for (a) For Supply (Including Spares):	
		(b) For Installation & Commissioning Activities after site readiness/intimation (inclusive of your traveling, boarding and lodging time):	

16	Price Firmness	Vendors to confirm that the quoted prices will remain firm till execution of the PO except variations in statutory duties/taxes.	
17	Liquidated Damages for Delay in Supply	It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either: (i) recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or (iii) cancel the contract without prejudice to our rights under (i) & (ii) above. (Ref. Clause 25.00 of General Terms and Conditions of Notice Inviting Tender (Annexure-B). For Commissioning: Liquidated Damages @ 1% of the commissioning value per week of delay or part thereof subject to a maximum of @ 10% of commissioning value will be levied.	
18	Packing	Shall be securely packed before dispatch so as to avoid any damage during transit. Please mention Net Weight/Gross Weight/Dimensions and Size of Packages etc. of the item being offered	
19	Mode of Despatch	By road preferably through TCI/ETO.	
20	PAN Number	Vendors to indicate the PAN Number allotted to their firm/company and upload the scan of the PAN Card.	
21	MSMED Registration (For Indian Bidders)	See Clause No. 14.00 of General Terms and Conditions of Notice Inviting Tender (Annexure-B) for details. In case no information is given by you, it will be presumed that you are not covered by the MSMED Act and consequently not eligible to the benefits admissible under the Act.	
22	Clear Understanding	When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.	
23	Relationship	It shall be certified by the Tenderers that none of NFL employee is related to Owners/ Directors of their Company/Firm (In case any relative is working in NFL, furnish details separately).	
24	*	It shall be certified by the Tenderers that none of NFL's ex-employee is employed in their Company/Firm (In case any ex-employee of NFL is employed, furnish details separately)	
25	*	It shall be certified by the Tenderer that none of blood relation of the Owners/Directors is participating in this tender in the name of other firm.	
26	Debarment of Tenderers	If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/rigging/influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders up to a period of two (2) years.	
27	Blacklisting/Delisting of Bidders previously	It shall be certified by the Tenderers that they have not been delisted/blacklisted by any Institutional Agency/Govt. Department/Public Sector Undertakings for participation in the Tenders and no other Firm/Sister Concern/ Associate belongs to the same group is participating/submitting the tender against this E-Tender	
28	Award of Contract	Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.	

29	Secrecy	Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.
30	Compliance to statutory requirements/laws (for Indian Bidders)	The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.
31	Laws governing Purchase Order	The purchase order shall be governed by the Laws of Union of India for the time being in force.
32	Subletting of Contract Not allowed	The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.
33	Disputes	In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof.
34	Force Majeure	Shall be as per Clause No. 45.00 of Terms and Conditions of Notice Inviting Tender (Annexure – B)
35	Arbitration	Arbitration Procedures shall be as per Clause 47.00 of Terms and Conditions of Notice Inviting Tender (Annexure – B)
36	Jurisdiction	All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in the Courts located at Guna in the Guna district of Madhya Pradesh State.
37	Acceptance of NIT Terms and Conditions and uploading of complete Set of Tender Enquiry	Vendors will confirm their acceptance to the Terms and Conditions of the NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions.
38	Uploading of Other documents	Vendors may upload any other document (if required) and indicate the same.
39	Any Other Comment / Information /Remarks	No Deviation to the Terms & Conditions of NIT is allowed. Offers with any condition/deviation are liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.
40	Installation & Commissioning	The installation & commissioning of the system shall be in bidder's scope.
41	Bidder's comments on Annexure-D, I, M	You will be required to give your comments/confirmation on all the points mentioned in Technical Specifications Annexure-M, Techno Commercial Template Annexure-D & Eligibility Criteria Annexure-I of our NIT, in your offer.
42	Purchase Preference under Make in India	Bidders have to furnish the Self Certification form (Ref Annexure-K: Self-Certification Form: Make In India (Local Content)) along with the bid.
43	Model Clause of Procurement	As per Clause no. 52.0 of GTC, bidders have to submit Annexure for Model Clause (Ref Annexure-L: Model Clause Certificate: Public Procurement) along with the bid.
44	Signing of Integrity Pact	Bidder will sign and submit the Integrity Pact as per enclosed Annexure-N, which is an integral part of Tender Documents, along with Un-priced Techno-Commercial Bids, failing which the Bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website www.nationalfertilizers.com .

45	Documents submitted along with offer	<ol style="list-style-type: none"> 1. Confirmation / comments on Annexure-D 2. Confirmation / comments on Annexure-M 3. Confirmation / comments on Annexure-I 4. A complete set of signed & sealed NIT document 5. Signed copy of Integrity Pact (Annexure-N) 	
46	Contact Details	Please furnish Contact Details of your two officials who will be the Point of Contact for this tender. Their valid Mobile Number, E Mail ID's and Land Line Numbers.	

We hereby declare that we have read, understood and accepted all terms & conditions of NIT without any deviation. As a token of same, we are uploading herewith digitally signed Tender Document Upload duly digitally signed Tender Document.

BID SECURITY FORM

Draft of Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)

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

In consideration of National Fertilizers Limited (NFL), having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter called as 'NFL' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt _____ (hereinafter called the, 'the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender No _____ for _____ hereinafter called "the said tenderer' of such Bid Security Deposit for the due fulfillment by the said tenderer(s) of the terms and conditions contained in the said tender _____ for _____ on production of Bank Guarantee for Rs. _____ (Rupees _____ only).

1. We _____, the bank, hereinafter referred to as 'the bank' do hereby undertake to pay to NFL an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us).

2. We _____, the bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs _____ only).

3. We _____, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of NFL under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of NFL certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ to include three months claim over and above the period mentioned in the paragraph for the validity of the bank guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.

4. We _____, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated _____ day of _____ 2022

Corporate seal for Bank

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part. WHEREAS in pursuance to the agreement dated _____ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs. _____. CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Security Deposit cum Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. _____.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ Months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum- Performance Bank Guarantee will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____

(Indicate the name of the Bank with stamp)

Self-Certification Form: Make In India (Local Content)

(On Party/Company's Letter Head)

Tender Ref. No.:

To

M/s National Fertilizers Limited,

Vijaipur-Guna (M.P)-473111

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

Sir,

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

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

The address is as below, where the local content/value addition is made:

[Factory Address]

.....
.....
.....

For M/s.....

Authorized Signatory

(with company seal & Name)

Model Clause Certificate: Public Procurement

Certificate regarding Procurement from a Bidder of a country which shares a land border with India

(On Company's Letter Head)

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Vijaipur-Guna (M.P)-473111

Sub: Model Clause Certificate of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020.

Sir,

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

We certify that this bidder M/s..... [Vendor Name & address] is not from such a country.

or,

However, if any bidder falls in the category of bidders as indicated in the Definitions clause at S.no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020, should submit the certificate as under:

We hereby certify that M/s..... [Vendor Name & address] is from such a country and has been registered with Competent Authority (specified in Annexure- I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt.23.07.2020) and further certify that our firm fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.

For M/s.....
Authorized Signatory

(with company seal & Name)

INTEGRITY PACT

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

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

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

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

(IEMs)

- (1). Shri Ramchander Bagdalkar
006, HMR Purple Elites, 9th Main, 9th Cross, HBR Layout
4th Block, Kalyan Nagar Post, Bangalore-560043.
E-mail: rnbagdalkar@gmail.com;
- (2). Cmde Rakesh Anand IN (Retd.)
16, Currie House, Mazagaon Dock Officers Qtrs
Dockyard Road, Mumbai-400010
E-mail: ansem_2000@yahoo.com

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

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

AND

_____ herein after referred to as "The Bidder/Contractor"

PREAMBLE

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

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

Section 1 – Commitments of the Principal.

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

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

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

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

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

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

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.
8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:
 "The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of Bidder/Contractor)
(Office Seal)

Place:

Date:

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)



TECHNICAL SPECIFICATIONS

OF

FIRE DETECTION AND ALARM SYSTEM (FAS)

FOR GAS TURBINE APPLICATION

IN CPP & AMM-II PLANT

AT

NFL VIJAIPUR

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1.0 INTRODUCTION

National Fertilizers Limited, Vijaipur is having 3 Nos. Gas Turbine Generators (GTG-1, GTG-2, GTG-3) and 1 No. Gas Turbine driven Process Air Compressor (GT-PAC), with associated Heat Recovery Steam Generation (HRSG) unit running in cogeneration mode, as a part of its Captive Power Plant (CPP) to meet the Power and steam requirement of the whole complex. HRU-1 and HRU-2 are capable of generating 180 T/hr steam at 43 Kg/cm² each and HRU-3 is capable of generating 120 T/hr steam at 115 Kg/cm² with supplementary fuel firing.

GTG-1 and GTG-2 are of M/s General Electric design (Frame V), Model: PG 5361P, supplied by M/s ALSTHOM, France, with GE Speedtronic MARK-VIe and MARK-IV control system respectively.

GTG-3 (Model: PG5371(PA)) & GT-PAC (Type: M 5261-RA, Series-MS 5001) Gas Turbines are of M/s General Electric design (Frame V) with GE Speedtronic MARK-V and MARK-VIe control system respectively, supplied by M/s THOMASSEN INTERNATIONAL B.V. NETHERLAND.

The FAS systems of GTG-1 & GTG-2 are integrated in GE Speedtronic Mark-VIe and Mark-IV control system respectively. In GTG-3 & GT-PAC the FAS system is relay based control system with CO₂ based fire extinguishing system.

2.0 ENVIRONMENTAL CONDITIONS

The normal ambient temperature (0-60 Degree Celsius) and humidity conditions are 0-95% R.H.). Environmental temperature of the turbine compartment & accessories compartment where heat detectors are to be installed varies between 150 ~ 250 Degree Celsius.

3.0 OBJECTIVE FOR UPGRADATION

The FAS systems of GTG-1 & GTG-2 are integrated in existing GE Speedtronic Mark-VIe and Mark-IV control system respectively which is obsolete and not meeting NFPA Guidelines. In GTG-3 & GT-PAC the FAS system is relay-based control system with CO₂ fire extinguishing system. The Fire Detection and Alarm Systems are old relay-based system. These are installed since inception of the plant and these systems are very obsolete.

In view of above the upgradation of existing FAS of GTG-1,2,3 & GTPAC with latest and proven FAS PLC control system and field devices is to be done.

4.0 SCOPE OF SUPPLY

The bidders/vendors are required to submit the bid considering that the job shall be undertaken by them on turnkey basis for Supply, Erection and Commissioning of complete fire detection and alarm control system for 4 nos. of Gas Turbines (GTG1, GTG2, GTG3 & GT-PAC).

- 4.1 Supply of complete redundant SIL2 (UL Listed, FM approved) Fire detection & Alarm Control System with redundant CPU's, I/O modules, Power supplies, communication modules, control modules etc. installed in the control panel. All the cards installed in control panel shall be hot swappable and can be replaced online without affecting the system (means failure/replacement of any single module shall not affect the system). The supplied SIL certified Fire detection and alarm control system should be proven-in-use, highly available and reliable system. The FAS should be redundant and fault-tolerant design. The mean time between failure should be very high.
- 4.2 Supply of all the field devices required for completeness of the system shall be under bidder's scope. Such as Fire detectors, Notification devices, CO₂ release SOV, Pressure switches, fittings etc.
- 4.3 Erection & Commissioning and integration of the above system including Factory Acceptance Test (FAT) & Site Acceptance Test (SAT). Fire Alarm System shall be designed & installed in accordance with the National Fire Protection Association (NFPA72) and IS2189 code of practice recommendations. All the fire alarm controls panel modules shall be UL Listed & FM approved.
- 4.4 Supply of mandatory spares @10% of each item.
- 4.5 System Operation, maintenance, Diagnostic and on/off line program package training. Advance Training to NFL Operation & maintenance engineers at NFL site.
- 4.6 Detailed engineering, software's and its development as per existing system and Factory acceptance testing (FAT) and supply of all documents.
- 4.7 System packing / forwarding, transportation, Erection, commissioning and site acceptance of complete system.
- 4.8 All the mounting and functional accessories required for the complete functioning of the system shall be in the scope of the supplier.
- 4.9 All consumables (such as cable glands, terminal strips, ferrules,lugs etc.) required for site erection & commissioning.
- 4.10 Panel to panel / system power distribution from the power source, interconnecting cabling between field devices/ equipment's and field junction boxes shall be under bidders scope. 110VAC & 230VAC Power supply shall be provided by NFL at one point for each supplied Fire control panels. Further distribution of power as per their system design shall be under bidders scope.
- 4.11 Documentation, drawings and all certifications.

Note : Vendor's representative can visit (if required) the site for assessment of the site on any working day before submission of bid at their own cost. Vendor to design/supply the required "complete fire detection & alarm control system for 4 nos. of Gas Turbines (GTG1, GTG2, GTG3 & GT-PAC)"to suit the existing Gas Driven Turbines & equipment's installations to avoid any major changes. All the details & other items required for completeness of system and for effective performance of system are to be considered by the bidder in submitted bid as mentioned in Bidders scope of supply & technical specifications of the required system.

5.0 Fire Detection & Alarm Control panel

5.1 Enclosure

The Fire Detection and Gas Control (FAS) Panel shall be rack mount and be mounted within a suitable enclosure that also houses the Redundant Control Module, IO module, Communication module, Power Supply, Batteries, Charger module etc. within a common enclosure. Operational Temperature shall be 0 to 50 degrees

Celsius and operational humidity range shall be 5 to 95% non-condensing. The Panel structure shall be wall mounted or self-standing cabinet type.

All the Fire control cabinets are to be placed in the existing Control rooms of all GTGS. All the cabinets dimensions are to be specified by vendor /bidder as per system requirement.

Access to the cabinet can be from front side. Doors shall be provided with key locks; cabinets shall have openings on the bottom with removable gland plates. All the isolation relays, barriers and isolators shall be installed inside the Cabinets. On the front of cabinet Power supply OK, System OK, indications shall be provided.

The cabinets shall be supplied complete with all necessary hardware and accessories with complete wiring. Wiring shall comply with the applicable IEC codes. The cabinets shall be of same type and colour provided with proper lighting, cooling fans arrangements. The power supply of the fans shall be independent of system power supply. Bulk power supply (if any) positioned in the cabinet shall be preferably on the top to avoid electromagnetic interference to electronic components.

The workmanship and accessories shall be of high quality as per international standard with identification and traceable markings with reference to the as built- in drawings.

Cable glands suitable for I/O cables, supply shall be in the vendor's scope. The cable glands shall be of Aluminium. The base frames required for fixing of all the cabinets with all fixing bolts / anchor fasteners shall be in the scope of vendor.

5.2 Central Processing Unit

The FAS Panel shall have redundant (UL Listed, FM approved) SIL2 CPU system with hot swappable capability, so that the switch-over shall take place automatically and bump-less without affecting existing status of outputs. CPU shall have a redundant control BUS along with watchdog controllers' facility. All programmable data and the operating system shall be held in non-volatile FLASH RAM. The system shall be fitted with double Ethernet ports to allow programming and retrieval of data and control information (as & when required).

5.3 Fire Detection

All Fire Detection cards and equipment within the FAS Panel shall be (UL Listed, FM approved) SIL2 certified by approved agencies. All I/O Modules shall be addressable. All Fire detectors shall be connected to individual channel of the Input cards and not as a single loop. Similarly, all actuation devices shall be connected to individual channels of the Output cards.

5.4 Alarm Actuation and Control

Actuations and controls within the FAS panel shall be SIL2 certified by approved agencies. Actuation of outputs shall be addressable & should be monitored. The actuation of outputs shall be through relay modules.

5.5 Extinguishing Module

The Extinguishing module shall be redundant (UL Listed, FM approved) SIL2 certified and be capable of providing suppression control for up to 4 suppression zones within the one panel.

5.6 Power Supply

Power supplies shall be sized according to the load requirements of the project. PSU's will be housed within the FAS panel mounted in rack and shall be capable to drive the complete load of the system. PSU shall be redundant (UL Listed, FM approved) SIL2 certified and hot swappable. Hot swapping of one power supply

shall not affect the uptime or functionality of the system. The vendor shall submit the load calculation report for sizing reference.

5.7 Battery & Battery Charger

Battery & its charger module shall be selected as per power supply sizing & rating and shall be redundant and hot swappable. Battery charge and aging status monitoring facility along with surge, short-circuit & reverse battery protection shall be available. The installation & mounting of battery & its charger shall be under bidder's scope as per standards, depending upon system design. Battery shall be leak proof and should have backup of minimum 24 hours standby or meeting NFPA 72 standards.

5.8 Programming & Communication

Facility of configuration of FAS PLC through Windows based PC/Laptop is required via TCP/IP protocol and a direct RS485/232 connection and be able to communicate via a LAN or a Serial cable. Configuration and control software shall operate on a Latest Windows Based PC/Laptop.

Communication module shall be redundant and hot swappable. The system shall have the facility to be able to communicate with third-part supervisory systems (DCS or SCADA) using OPC Server or Modbus interface/ Ethernet TCP/IP.

Programming Laptop make Dell/HP shall be supplied with all latest hardware & software configuration with Licensed Microsoft OS, MS Office and Licensed FAS programming software. The FAS programming software shall be UL Listed.

5.9 Operator Interface

The operator interface shall be LED backlit graphic display (UL Listed) with password protection at different levels. It shall be of a dust proof design and contain LEDs to identify all module status OK, alarms & fault, disabled modules etc. Buttons shall be provided for Sounder Silence, Panel silence, Reset, Evacuation, Scroll and assigned function keys. The graphic display unit shall have Hot swappable capability so that replacement can be done online without any interruption.

5.10 Safe Input and Output Cards (UL Listed, FM approved)

- 1) All the Input and Output control cards associated with the system shall be approved for SIL2 operation.
- 2) Individual I/O control cards shall be rack mounted and be removable from the front of the rack, Control cards shall be hot swappable. Hot swap of one card shall not affect the functionality of the rest of the system. All control cards shall have self-checking facility like watch dog, and be monitored/checked by the system for both configuration and faults. All I/O cards shall be addressable with all the diagnostic facilities.
- 3) The vendor to provide details of maximum configurable I/O Cards & racks combination with Input devices and Output actuation devices.

5.11 Control Module (UL Listed, FM approved)

- 1) Control Card shall be certified to SIL2 in redundant configuration, with hot swap facility performing all required controls and actuations for an extinguishing function.
- 2) The control module shall be able to provide separate logic functions such as: timers, flip-flop, toggle etc.
- 3) Modbus Protocol Serial Communications Card.
- 4) Relay Cards – for use to control various output controls.
- 5) Mimic Display Module to provide a LCD display of the system operation.
- 6) The control module shall incorporate all controls and functions available on every device with all the diagnostic facilities.

- 7) The control module and all addressable detection devices & actuation devices shall be SIL2 certified.

6.0 Addressable Field Devices

6.1 General

This part specifies the requirements of the material, installation, testing and commissioning of analog addressable field devices. FAS system, repeater panel, detection components, alarm and notification devices, cables and other material shall be as per specification and approved by concerned authorities.

6.2 Addressable Manual Call Points (AMCP)

The addressable manual call points shall monitor and signal to the control and indicating equipment the status of a switch operated by a 'break glass' assembly. The Addressable module shall be housed on explosion proof enclosure. The AMCP shall have the breakable glass operation or manual switching operational action with LED indication. The AMCP card shall be UL Listed, FM approved

6.3 Addressable Sounder Driver Module

The addressable sounder driver module shall be capable of monitoring and driving a circuit of alarm sounders. It shall be capable of operating the sounders in a pulsing or continuous mode with minimum power consumption. Facility to monitor the failure of sounders power supply. It shall provide a red LED indication that the sounder circuit has been actuated.

6.4 Addressable Plant Interface Module

The plant interface module shall be redundant (UL Listed, FM approved) & shall provide inputs and outputs required to monitor and control any plant and machinery. It shall provide multiple potential-free DPDT changeover relay contacts rated for 240 VAC @ 5 Amps. The changeover relay contacts of the plant interface module shall be monitored and controlled by commands signaled from the fire alarm system control panel via the addressable loop. The output of the Plant Interface module (potential-free DPDT changeover relay contacts) shall be connected to Gas Turbine Control systems Mark IV, V & Mark VIe for tripping the respective gas turbine machine in case of fire detection.

6.5 Addressable Performance Smoke Detector

The Addressable smoke detectors shall be UL Listed, FM approved and shall be installed in Turbine control room cabinets.

6.6 Addressable Alarm and Notification Device

Addressable Alarm and Notification Device shall be Visual (flashing) and audible, FM approved and NFPA 72 compliance. It shall be located at all Gas Turbine panels and control rooms.

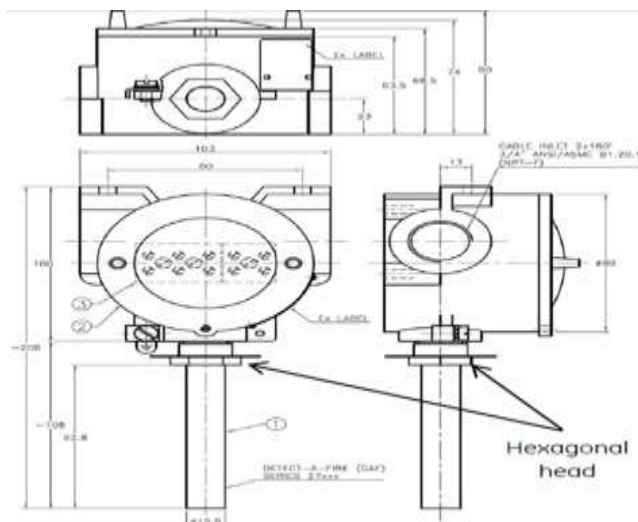
6.7 Fire/Heat Detectors

- 1) The heat/fire detectors shall be UL Listed, FM approved and shall be installed in Gas Turbines and accessories compartment. The average temperature inside the compartment varies from 150-300 deg Celsius. All the detectors shall be installed according to NFPA-72 guidelines for Gas turbine applications. Accordingly, vendor to offer suitable detectors having long life & repeatability. Detectors be fully compatible with the system offered and shall comprise a fixed base which can be used with other types of detector head. The base shall have fixed non-corroding terminals and contain no electronic components, except those required for short circuit isolator. The Fire detectors shall be of M/s Fenwal, USA make only.
- 2) The detector shall be DETECT-A-FIRE series, Rate-Compensated type detector.
- 3) The fixed element of the heat detector shall be the type that can be reset for renewed detection. The detector shall be fully operational after initiation of an alarm without any maintenance.

- 4) The detectors shall initiate a fault condition if the sensor cable has an open or short circuit condition present.
- 5) The detectors shall be suitable for use in hazardous areas in Gas Turbine application and have Junction box and piping for protection for cables.
- 6) The detectors shall be installed in Accessories, Turbine & Reduction Gear Compartments of GTG1, GTG2, GTG3 & GTPAC.
- 7) The Data sheet & Reference drawing for Fire/Heat Detectors is mentioned below:

SN	LOCATION	Instr. Range Min/Max LRL/ URL		Temp Setting / Tolerance / Color	Housing material	Mounting head type and material
		Principle		Max. Amb Temp	Contacts action/Rating	Thread
1	ACCESSORY COMPARTMENT FIRE DETECTOR	0 / 325 °F	Ex d IIC T3	325°F/ ±10 °F / Red	IECEX AISI 316L / IP66	Hexagonal head 304 SS SIL3
		Rate compensated (per NFPA72)		325°F	Normally Opened Closes on Fire/ 0.5° @ 115 VDC	½" NPT
2	TURBINE COMPARTMENT FIRE DETECTOR	0 / 600 °F	Ex d IIC T3	600°F / ±20 °F / Orange	IECEX AISI 316L / IP66	Hexagonal head 304 SS SIL3
		Rate compensated (per NFPA72)		600°F	Normally Opened Closes on Fire/ 0.5° @ 115 VDC	½" NPT

REFERENCE DRAWING OF HEAT DETECTOR WITH JUNCTION BOX



7.0 EXISTING CARBON DI-OXIDE GAS BASED FIRE SUPPRESSION SYSTEMS

7.0. SCOPE OF WORK & GENERAL REQUIREMENTS

1. The existing CO2 cylinders and piping from cylinder to Spray nozzle shall be retained. Supply, installation, testing and commissioning of new CO2 release Pilot Solenoid valves, Pressure switches and manual release valves along with required pipe fittings for full functioning of the existing CO2 gas based Fire suppression system in GTG1,GTG2,GTG3 & GTPAC. The offered Solenoid valves & switches shall meet OISD & NFPA 72 standards and guidelines requirement. Weighing system / loadcells for cylinders shall be part of supply.
2. The Vendor shall be responsible for the supply, installation, testing and commissioning of CO2 Release Solenoid Valves, Pressure switches and associated fittings. The tentative port connection size of existing Solenoid valves is 1/4-inch BSP thread for GTG3 & GTPAC, and for GTG1 & GTG2 will be "Swivel Nut 1.25-18 UNEF-2B connection". Accordingly, vendor to select solenoid valves, however final size and fittings of SOV shall be decided during detailed engineering compatible with our existing system.
3. The activation command for the CO₂ Pilot Release SOV's and output from Pressure switches shall be interfaced from supplied Fire Detection & Alarm system for all Gas Turbines (GTG1,2,3 & GTPAC).

8.0 BILL OF QUANTITY

Annexure-A

SN	ITEM	UOM	GTG1	GTG2	GTG3	GTPAC
1.0	UL Listed, FM approved; SIL-2 compliant Redundant (Hot swappable) Addressable Fire detection and alarm Control Panel for gas turbine application having rack mounted design fitted with following modules	Set	1	1	1	1
1.1	Redundant CPU's					
1.2	Redundant Safe Digital Input modules					
1.3	Redundant Control modules					
1.4	Redundant Safe Output modules					
1.5	Redundant Safe Extinguishing control modules					
1.6	Redundant Power supply modules					
1.7	Redundant Battery charger modules					
1.8	Redundant Communication modules					
1.9	All types of glands, Plugs & Cables etc.					
1.10	Any other item required for completeness of the system shall be under bidder's scope. Bidder to quote the same.					
1.11	40" LED/LCD for Common display of graphics of (GTG-1, GTG-2, GTG-3) & for GT-PAC of Fire detection Control Panel	Nos		1		1
2.0	FIELD DEVICES					
2.1	Fire/Heat Detector -Vertical Mounting	Nos	4	4	4	4
2.2	-Brass Head					
2.3	-UL listed & FM approved	Nos	6	6	6	6
	- Fenwal, USA make					
	- Detect-A-Fire Series	Nos	3	3	6	3
2.4	Manual Call Point (Explosion proof) fitted with addressable UL Listed Module.	Nos	3	3	3	3
2.5	Addressable Field Key switch	Nos	2	2	2	2

2.6	Addressable Bell/Sounder & Horn	Set	2	2	2	2
2.7	Addressable LAMP	Nos	2	2	2	2
2.8	Addressable MANUAL PULL RELEASE SWITCH	Nos	2	2	2	2
2.9	Addressable Smoke detector (UL listed)	Nos	2	2	2	2
2.10	Battery (Sealed and Leak proof)	Set	1	1	1	1
2.11	CO2 Release Solenoid Valves (UL Listed, Ex-proof)	Set	2	2	2	2
2.12	CO2 Release Pressure switches (UL Listed, Ex-proof)	Set	2	2	2	2
2.13	Network accessories like media convertors, switches, LIU's etc.	Set	1	1	1	1
2.14	High temperature Nickel coated copper cables PTFE Insulated (suitable for Gas Turbines application to withstand upto 350 Deg C) 1CX2.5 square mm (multi strand) meeting applicable IS and IEC standards. Vendor shall submit all test certificate from NABL accredited laboratory.	Mtr.	500	500	1000	1000
2.15	24C X 1.5 square mm, armoured, FRLS signal cable meeting applicable IS and IEC standards. Vendor shall submit all test certificate from NABL accredited laboratory.	Mtr.	200	200	200	400
3.0	Programming Laptop with latest configuration (32 GB RAM, 1TB SSD) make Dell/HP shall be supplied with all latest hardware & software configuration with Licensed Microsoft OS, MS Office. Licensed FAS programming software (UL listed) for programming the FAS system.	No	1	NA	NA	1
4.0	Supply of CO2 pilot release SOV's, actuators, Pressure switches, associated pipe fittings etc. for fixing on existing CO2 cylinders fitted with various components for completeness of the system including weighing system	Lot	1	1	1	1
5.0	Any other items not included above and are required for completeness of supplied system as per scope of supply & technical specifications shall be in bidder's scope. Bidder to consider & quote the same, otherwise bidder has to supply the same free of cost, if noticed at later stage.	Lot	1	1	1	1
6.0	Training as per clause no-16.	Lot	1			
7.0	Supply of documentation & certificates as per clause no-15.	Lot	1			
8.0	Erection & Commissioning of complete supplied system.	Lot	1			
9.0	Mandatory Spares					
9.1	Mandatory Spares for Fire Alarm System (Smoke Detectors, Heat Detectors, Manual Call Points, Isolator Modules, CPU, Power supply module, Loop Control Modules, I/O Modules, Communication modules, Horns, Hooters, CO ₂ Release SOV, actuators, fittings & Pressure switches, Network accessories like LIU, Media Convertors, Patch cords etc.	LOT	10% of total supplied quantity subject to min. 1 (one) no. of each installed item.			
9.2	Any other spares not included above in mandatory spares may be considered and vendor to offer the same.					

Note :

MANDATORY SPARES:

It is mandatory that vendors have to indicate, supply and quote @10% of the total supplied quantity for any other item / module used in the system which is not specified in the above list, failing which vendor has to supply the same free of cost if noticed on a later stage. Mandatory Spares shall be supplied @10% subject to minimum one number of each item supplied along with the system.

9.0 PROJECT ADMINISTRATION & DETAILED ENGINEERING

The vendors may survey the site to understand the system installation and to estimate the quantum of job before submission of bids.

PROGRESS REPORT: After awarding of contract Vendor shall inform to owner about stage wise progress of the system. The Owner may visit vendor works to see stage wise progress at any time. After placement of Purchase / Work Order vendor shall submit all engineering documents and project implementation schedule to owner for approval.

They shall also take care to revise the project schedule as per site requirement. The detailed schedule shall include general preparation, procurement, detailed engineering and design, stage wise testing/ checking, assembling and testing for trial run, preparation for FAT, notice to owner for FAT, schedule for FAT, packing/ forwarding, dispatch, final erection & commissioning and handing over the system after completion.

The detailed engineering shall be done for up-gradation of system as per scope of supply. Accordingly, all hardware & software's shall be selected. A kick-off meeting shall be arranged after awarding of order for finalizing detailed engineering of the system. During detailed engineering the supplier has to submit plan for stage wise progress details.

All the control rooms shall be handed over to the vendor for Installation, Erection & commissioning of all the supplied Fire Control Panels and laying of cables upto Field Junction boxes.

However, Installation of Fire/Heat detectors inside the GT compartment and other filed devices shall be done in phased manner depending upon availability of Machine (GTG) shutdown. NFL will inform the bidder 10 days earlier, before shutdown of machine accordingly Bidder has to depute his expert manpower for installation, testing and acceptance of systems.

10.0 PANEL WIRING

Wiring for different voltage signals or different functions shall be terminated separately on dedicated terminal strips with colour coding. Wiring shall be accomplished with flexible stranded copper wires sized in compliance with the applicable IEC codes.

Wires shall be housed in plastic raceways of suitable dimensions to accommodate system cables, I/O signal cables etc. having 40% spare space for future expansion. The supply and laying of the interconnection cables, wiring, Terminations and tagging shall be in the scope of the vendor. The engineering documents shall be supplied as per schedule given by the vendor during kick off meeting.

Terminal strips shall be of adequate size min. 2.5mm² PHOENIX/WIEDMULLERR make terminal strips are only acceptable. Fusible Terminal strips & MCB'S shall be provided for all the entry power cables & shall be knife edge types. Terminal strips shall be segregated as: Analog/ digital Input, Analog/ Digital Output etc.

11.0 FACTORY TESTING AND ACCEPTANCE (FAT)

After detailed engineering and custom software generation and loading on the system, the simulation will be done at the manufacturer works in the presence of NFL Engineers. The system shall be accepted only after successful testing in all respects including hot redundancy check during FAT. If NFL Engineers are not satisfied with the system performance, the whole system will be rejected. NFL will not responsible on this account and no financial claim will be accepted by NFL. Vendor to submit FAT Procedure. It shall be the vendor's responsibility to modify and/or replace any hardware and modify the software if the specified functions are not completely achieved satisfactorily during testing and factory acceptance.

12.0 SITE ACCEPTANCE TEST (SAT)

The system shall be considered acceptable only after all sub-system including hardware, software, communication system, auxiliaries have been supplied, installed and commissioned to the full satisfaction of the Owner.

13.0 INSPECTION, CHECKING PROCEDURE AND ACCEPTANCE

The supply will be subject to inspection and tests attended by owner as required in this specification and according to the methods indicated on the **inspection data sheets (IDS)**. The owner witness does not relieve the vendor from his responsibilities for hardware, software, other

accessories and services if required. Vendor shall submit factory test, installation, commissioning and acceptance procedures during the first vendor meeting.

14.0 QUALITY ASSURANCE

Complete supervision of erection, commissioning, training and testing of the supplied controller system will be in vendor's scope. The vendor shall ensure and shall conduct quality assurance test. The complete system shall be assembled/ wired and powered on at vendor works as per standards.

Internal tests (manufacturer tests), Quality control test, System Pre-test, System power-up test, Owner Presence tests, site testing etc. shall be performed by the vendor as per standard procedures and the test report shall be forwarded to the owner representative with results & sign of personnel's name carrying following details: -

- a) Testing for correct operation of the interlocks/logics sequence, in
- b) Accordance with the logic diagram, when varying input status of each Fire control Panels.
- c) Testing the correct operation of each Fire control Panels input/output.
- d) Programming station testing, System configuration test.
- e) Simulation of power supply break and system restart.
- f) 100% online System checks & loop checks of complete system.
- g) Software details, CPU, memory loading and system diagnostics checks.
- h) System behaviour test under simulated fault conditions.
- i) System behaviour test under max. Allowed supply voltage fluctuation conditions.

15.0 DOCUMENTATION & MANUALS

Three sets in Hard & soft copy of all the documents such as Maintenance & operation Manuals, Programmed logics, as built-in drawings, wiring diagrams, panel lay out drawings, Maintenance manuals of all field installed equipment's /instruments etc. after final installation of system with prior approval of NFL Engineer in charge. Wiring diagrams shall indicate internal wiring for each device and the interconnections between the items of equipment. Provide a clear and concise description of operation that gives, in detail, the information required to properly operate/maintain the equipment and system. Extra One set of all documentations is required before commissioning of system.

16.0 TRAINING

The training programs & course shall be supplied & conducted by the vendor as below:

- a) Operational training of the supplied System at NFL site for Operation & Safety staff. This training shall be conducted in 2 batches. Each batch will have 6 NFL personnel at a time for 2 working days. Course material shall be supplied by vendor.
- b) Operation, Maintenance & advance engineering/programming training of the supplied System at NFL site. This training shall be conducted in 2 batches. Each batch will have 6 NFL personnel at a time for 2 working days. Course material shall be supplied by vendor.

17.0 GUARANTEE

The supplied system shall be covered under guarantee for a period of 2 years (24 months) from the date of final commissioning and acceptance. It will be obligatory on the part of the vendor to modify or replace any hardware free of cost in case any malfunction is revealed during operation after taking over by the owner within the guarantee period. Vendor shall make suitable changes in system if problems are detected during the guarantee period without any cost implication.

18.0 PAYMENT TERMS

NO ADVANCE PAYMENT shall be made to vendor. Progressive payments shall be made on the basis of achievement of following mile stone:

- a) For supply of hardware & software: 70% of PO Value towards supply portion + taxes within 30 days after receipt and inspection of material at NFL. Balance payment i.e 30% within 30 days after successful installation, commissioning & acceptance of system.

- b) If site clearance is not given due to reasons attributed to NFL, balance 30% supply portion shall be released, against advance Bank Guarantee after six months of supply and acceptance of complete material at NFL site.
- c) For Services (Installation, Erection & Commissioning): 100% payment towards erection & commissioning within 30 days from date of invoice after successful completion of Erection & Commissioning of individual Gas-Turbine on pro-rata basis.

19.0 SPECIAL TERMS & CONDITIONS FOR COMMISSIONING

19.1. Site Mobilization:

- a) The security of the contractors' equipment's and material is their own responsibility. NFL shall accept no liability for loss or damage to contractors' materials.
- b) The contractor shall submit list of employees deployed at NFL Vijaipur site with full Bio-data.
- c) The contractor will be responsible for providing all material, tools & tackles and consumables, etc. required for execution of work as per the best Engineering practices.
- d) Messing & Accommodation: The contractor will make his own arrangement for messing and accommodation of contractor's personnel. However, accommodation may be provided by owner on chargeable basis subject to availability.
- e) First Aid: The contractor may have access to the owner's first aid post if available in case of accident.
- f) Erection and commissioning teams including site engineers shall be deputed by the contractor for erection and commissioning of supplied control system.
- g) Entire work is to be completed as per the time schedule already submitted and approved by the owner. The contractor shall conform to the targets set forth in the time schedule.

1.1. **Subletting of Contract:** No subletting of contract is allowed by the vendor.

1.2. Employment of Labour at NFL site:

- a) The contractor will employ only his regular skilled/ semi-skilled/ unskilled employees with experience in erection & commissioning of supplied control system. No person below the age of 18 years shall be employed. The wage rates should not be less than the stipulated minimum wage rates, notified by Central Government / MP State Government whichever is higher from time to time with respect to work performed/rendered, without any discrimination on grounds of caste/creed/religion/gender.
- b) All notices and instructions issued by the owner must be strictly adhered to by the contractor and his employees and shall conform to all rules of conduct, etc. established by owners. Failure to do so will be sufficient cause for removal of such person from the site.
- c) Contractor will take umbrella insurance cover for all his employees for all purposes of claims under Workman's Compensation Act during stay at Owner site and shall submit a copy of the same to the owner. The expenditure incurred for insurance shall be to the contractor's account.
- d) In case the Owner becomes liable to pay any dues to the labour of the contractor or to any Government Agency or any other agency under any of the provision of the Minimum wages Act, Workmen compensation Act or any other law due to act of omission of the contractor, the owner shall recover the same from the Contractor's bills.

1.3. Working and Safety Regulations:

- a) The contractor shall fulfill all statutory and legal requirements enforced by Central, State Governments and local authorities applying to the work as well as safety requirements for the same.
- b) The contractor shall strictly follow regulations laid down by owner, Factory Inspector, Government and state authorities in all respects.
- c) The contractor shall strictly comply with all electricity safety regulations.

- d) Explosive material/equipment prone to explosion shall not be allowed inside the owner premises. The contractor shall make his own arrangement for fire extinguishers and other safety equipment for his office and storage.

BIC 210959 BREAK UP OF PRICE BID FORMAT

Sr. No	Item Description	UOM	Amount (Rs)
1	Main Equipment Supply	1 Lot	
2	Supply of Spares	1 Lot	
3	E&C	1 Lot	
4	Training a. Basic Training – 12 NFL Staff (2 batches of 6 Staff each) for 02 working days at NFL Site	1 Lot	
	b. Advance Training – 12 NFL Staff (2 batches of 6 staff each) for 02 working days at NFL Site	1 Lot	
Grand Total [1] + [2] + [3] + [4.a] + [4.b])			