

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

प्रोसेस इंजीनियरिंग, तकनीकी सेवाएं विभाग

Ref. No.: NFB/DGM/TS/DFA/2024-26

Dated: 03.06.2024

Name of the Work: "Collection and Sale of Dry Fly Ash from Bathinda Unit"

NATIONAL FERTILIZERS LIMITED
(A Govt of India Undertaking)
Sibian Road, Bathinda-151003 (Pb)

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COVERING LETTER AND SPECIAL INSTRUCTIONS TO TENDERER FOR E-TENDERING

Ref. No.: **NIT No. - NFB/DGM/TS/DFA/2024-26**

Dated: 30.05.2024.

Subject: E-Tender for "Collection and Sale of Dry Fly Ash from Bathinda Unit."

Dear Sir,

NATIONAL FERTILIZERS LIMITED (NFL), BATHINDA, a Govt. of India Undertaking referred to herein as the Owner intends to enter into works contract "**Collection and Sale of Dry Fly Ash from Bathinda Unit.**" to its Plant located at BATHINDA (Punjab). You are invited to submit the Tenders for the said work as per detail hereunder through **e-Tendering**.

1. **Tender Schedule:** as per schedule given below
2. **Methodology:** The activity defined for tenderer are Download of Tender document, Bids Preparation and Encryption, Re-encryption of Online bid, uploading of the bids.
 - i. The tendering shall be made through e-tendering process.
 - ii. The offers/bids in this process are required to be submitted electronically on the web site <https://www.etenders.gov.in>, www.eprocure.gov.in
 - iii. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
 - iv. All tenders should be submitted online digitally signed and sealed by using digital certificate before the due date & time as per the schedule. This may however be done by tenderer from their office or from place of their choice.
 - v. Tenderer are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and conditions, etc. as given in tender documents.
 - vi. No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
 - vii. All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority e.g. DGM (TS) at least 7 (SEVEN) days prior to the closing date of the tender.
3. **Deposition of Earnest Money (EMD) and Tender Fee:** Earnest deposit of **Rs.25,000/- (Rupees Twenty Five thousand only) and Rs.500/- (Rupees Five Hundred only)** as Tender Fees are to be deposited by A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Bathinda" payable at Bathinda. The Earnest Money shall not be accepted in any other form except specified. DD payable at locations other than Bathinda will not be accepted.
 - a) Tenderer is required to **enter the DD no. and other related details online.**
 - b) A/C Payees Demand Draft in **sealed envelope** super scribed with "**Earnest Money "Collection and Sale of Dry Fly Ash from Bathinda Unit."** shall reach us at the address of communication to NFL, **latest by the last date of bid submission.** (as per tender schedule) though. In case tenderer fails to do so, the offer is liable to be rejected and may not be opened.

- c) NFL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.
 - d) Earnest Money deposit of the unsuccessful tenderer will be returned as early as possible after finalization of the tender.
 - e) Earnest Money Deposit will not carry any interest.
 - f) If a party is seeking exemption under MSMED ACT, it is required to submit a proof of being registered as MSMED for the item tendered.
4. **Tender Opening:** The tenders will be opened electronically by NFL from Bathinda office.
 5. **Price Bid Opening:** Price bid of all the tenderer who are meeting Eligibility Criteria and techno-commercially acceptable shall be opened electronically. The tenderer shall quote the rates in the UNITS given in the **Schedule of Rates**, inclusive of all the duties, taxes, levies on works contracts, etc. but excluding GST. GST, as applicable, for the work under the present contract shall be reimbursed by NFL after submission of documentary evidence.
 6. Further NFL reserves its right to open the Price bids of only such contractors who have submitted the documents as per our NIT. National Fertilizers Ltd further reserves it's right to reject any or all tenders without assigning any reason whatsoever and also are not bound to accept the lowest tender.
 7. Tender / bids shall be evaluated on **overall lowest (overall highest for sale) basis**. National Fertilizers Limited reserves the right to negotiate with the lowest/higher tenderer, at Bathinda office and shall give prior intimation to such tenderer.
 8. **National Fertilizers Limited** also reserves it's right to award the complete contract to lowest tenderer or can split up the contract between two tenderer without assigning any reason thereof.
 9. Tender shall liable for rejection if acceptance and non-submission of the documents mentioned here below from (A) to (D) are not made by the tenderer. Tenderer has to upload the hardcopies of all these documents after signing, and original hardcopies of the same are to submit through registered post.
 - (A) Declaration Forms I , II& III (Performa at Annexure-III,IV&V)
 - (B) An Affidavit on Non-Judicial Stamp paper of minimum Rs.50/-duly attested by Notary (Annexure- VI),
 - (C) An affidavit on Non- Judicial stamp paper as per performa for proprietorship, (Annexure-IX)
 - (D) Other details are as under:
 - i. Copy of PAN (Permanent Account No.) issued by Income Tax Dept.
 - ii. GST No. and Applicable Accounting Code.
 - iii. PF Registration No.
 - iv. ESI Registration No.

(E) Power of Attorney in the Name of Person, who has signed the Tender Document. (In case of Partnership Firm or otherwise as the case may be).

10. Bidders shall make sure that all the uploaded documents are signed by authorised signatory of the company, and submit the same in original by registered post at the following address:

**The Deputy General Manager (TS)
National Fertilizers Limited
Sibian Road, Bathinda – 151003**

11. **Instructions for e-tendering:**

NATIONAL FERTILIZERS LIMITED (NFL), BATHINDA, a Govt. of India Undertaking referred to herein as the Owner intends to enter into work contract "**Collection and Sale of Dry Fly Ash from Bathinda Unit.**" to its Plant located at BATHINDA (Punjab). You are invited to submit the Techno-commercial proposal and Price proposal for the said contract through e-Tendering. Methodology for submission of proposal has been detailed here under in this document.

1. The tendering shall be made through e-tendering process. The offers in this process are required to be submitted electronically in place of offers in 'hard copy under sealed envelope' as being done conventionally.
2. The system requirements to participate in the e-tendering are as under:
 - a) Pre-Requisites for System using e-Procurement sites:
 - Windows 7, 8, 10 professional
 - A computer system with at least 1 GB RAM and Internet Connectivity.
 - Internet Explorer 11.0 and above.
 - Internet Connectivity with at least 2Mbps speed.
 - Java Run Time Engine (JRE -1.8.0) or higher.
 - Microsoft Office 2003 with MS Word and MS Excel.
 - Adobe Acrobat Reader, PKI Installation Driver for Digital Signature.
 - b) Pre-Requisites for DSC Registration:
 - The Vendor becomes a valid vendor only after the registration of DSC.
 - Vendors need to possess a valid DSC for participating in e-Tendering (Class 3 DSC)
 - Vendors need to procure DSC 24 hours prior to DSC registration.
 - Respective DSC drivers need to be installed.
 - DSC needs to be physically inserted into the system.
 - DSC should appear in the browser.
 - DSC of the vendor will be mapped with their User ID once they login for the first time.

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c) Pre-Requisites for Login Credentials:

- Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
- Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

S. No.	Support For	Support Contact no	Contact No.	E-mail
1	E-tendering Support	Help Desk	+91-120-4200462, +91-120-4001002, +91-120-4001005, +91-120-6277787	support-eproc@nic.in;

M/s. National Fertilizers Ltd., Bathinda	
Sh K S Dhaliwal	Sh Pavan Kumar
Dy. Manager (PE)	Manager (PE)
National Fertilizers Limited	National Fertilizers Limited
Sibian Road, Bathinda	Sibian Road, Bathinda
M No.: +91-9463259794	M No.: +91-6283785834
E-mail: ksdhaliwal@nfl.co.in	E-mail: pavan@nfl.co.in

- The tenders will be opened electronically by us from our Bathinda office.
- The tenders will be submitted on line on the web site <https://www.etenders.gov.in>.
- No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- All tenders should be submitted online digitally signed and sealed by using digital certificate.
- 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.
- No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
- NFL reserves the right to reject or accept any tender without giving any reason.

12. 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 tenderer 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.

13. TIME SCHEDULE:

The offer shall be submitted, electronically as per following schedule.

Sr. N.	Tender Stage	Date & Time
1	Document Download Start Date & Time	03.06.2024 from 17:00 hrs
2	Document Download End Date & Time	24.06.2024 to 11:00 hrs
3	Last Date & Time of Online Bid Submission	24.06.2024 up to 11:00 hrs
4	Date and Time of Techno-Commercial Bid Opening	25.06.2024 at 11:00 hrs
5	Price Bid Opening	Price bids of only Techno-commercially acceptable bidders shall be opened

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.

- 14. Parties are advised to visit NFL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.**
- 15. The rates should be quoted item wise for the complete Scope of Work as per Performa 'Schedule of Rates'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for 120 days from the date of opening of Technical bid for the acceptance.**
- 16. Incomplete Tenders or Tenders not accompanied with the required details/EMD/Tender fees would be liable to be rejected without any further reference whatsoever.**
- 17. This letter shall form part of the contract document and shall be signed and submitted along with the tender documents.**
- 18. All pages shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.**
- 19. No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the party has mentioned any condition or deviation in offers shall be out rightly rejected.**
- 20. The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister / group / Associates Company. In such cases only one of them will be eligible for participating in the tender.**

21. While submitting the offer, bidders may ensure that tender documents /offer has been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
22. NFL reserves the right to postpone the tender opening date and / or tie and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
23. In case, due to some unforeseen circumstances, the date of opening of the tender happens to be a holiday / closed day, the tender will be received / opened on the next working day.
24. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and .or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
25. The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL Bathinda Unit and have a good character.
26. The contractor shall not appoint any sub company / agency to carry out any obligation under the contract. If at any time such a discrepancy is detected the contract shall stand terminated without any notice and the security deposit shall be forfeited.
27. The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 **shall not be applicable on Works Contract** means wherein transfer of property in Goods involved in execution of such contracts, i.e., wherein both material and services are involved.

Thanking you,
Yours Sincerely,
For & on behalf of
National Fertilizers Limited

(संध्या बत्रा)
उपमहाप्रबंधक (टी एस)

Encl:-
Annexure - I to Annexure -XII

Annexure-1

NOTICE INVITING TENDER (NIT)

FOR COLLECTION & SALE OF DRY FLY ASH

A) SPECIAL TERMS & CONDITIONS

1.0 BACKGROUND:

National Fertilizers Limited (NFL) is operating and maintaining Nitrogenous Fertilizer Plants at locations viz. Nangal & Bathinda in Punjab, Panipat in Haryana and Vijaipur in Madhya Pradesh. Plants located at Panipat, Bathinda, Nangal & Vijaipur are NG based plants.

Steam required for manufacturing Nitrogenous fertilizer at Panipat; Bathinda & Nangal unit is produced in auxiliary coal-fired boilers.

At Bathinda Unit there are 03 (three) BHEL coal-fired boilers. In normal operation one boiler remain in line and around 160 MTPD dry fly ash is produced from the boiler in line. 20% of the total ash produced is collected as bottom ash & dumped in ash ponds in the form of ash slurry. Balance 80% is collected as dry fly ash in a series of 5x2 Electro Static Precipitators (ESPs) per boiler, which was being dumped in ash ponds in the form of ash slurry till June 2008 through the wet hydro-vector system. Thereafter, most of it (at present approx 160 MTPD dry fly ash) is being collected in 100 M³ ash silo from the first three ESPs, i.e. 3x2 per boiler through dense phase ash collection system for dry fly ash disposal.

NFL Bathinda Unit intends to sell generated dry fly ash.

2.0 SCOPE OF WORK

2.1 SCOPE OF THE TENDERER

The scope of work for collection of dry fly ash & transportation through closed body trucks/Bulkers shall include the following:

- (i) Dense Phase Dry Fly Ash Collection/Handling System has already been installed and is operational at NFL premises.
- (ii) **The BUYER shall operate and do preventive & breakdown maintenance of the said system and also make effort to lift the entire contracted quantity of dry fly ash from the system. The preventive & breakdown maintenance of the system and maintaining adequate spares for 24x7 operations shall be in the scope of the BUYER up to the validity of the sale order/Agreement/Contract. The contracted quantity is detailed at Clause 7.0 (Quantity) of General T&C. The BUYER shall do operation, maintenance & loading of / from the said system on 24-hour daily basis. The system shall be handed back to NFL at the end of contract in healthy working condition.**
- (iii) Collection of dry fly ash will be done in closed body trucks/Bulkers and transported by the BUYER. It will be sole responsibility of a buyer to ensure that no leakage of ash takes

place from the ash carrying vehicle causing pollution problem on the way from NFL to BUYER'S Works. The supply of dry fly ash shall be made on Ex. NFL works basis.

- (iv) Tare & gross weight of each truck shall be recorded in presence of NFL representative and BUYER's representative before despatch for billing & payment purposes. NFL may also go in for standardisation of dry fly ash filling quantity in Bulkers / closed body trucks filled from the system as per requirement.
- (v) BUYER shall lift the contracted / increased contracted quantity of dry fly ash or more if permitted by NFL at their quoted / agreed price.
- (vi) Safety, security & medical facility of its employees shall be BUYER's responsibility. Employees of the BUYER or their sub-contracted staff / employee (inclusive of construction & erection job, if any) shall have to follow Safety & security norms as per rules.
- (vii) Site preparation, if required, is BUYER's responsibility. Due care must be taken to avoid damage to NFL's property.
- (viii) Installation of suitable de-dusting system at loading station in place of / parallel to the existing will be done by the BUYER at his own cost so as to avoid escape of fly ash to atmosphere during loading of trucks.
- (ix) BUYER shall arrange to obtain all pollution / environmental clearances required, if any, from the appropriate authority for operation of the Dense Phase Dry Fly Ash Collection/Handling System and transportation of Dry fly ash. NFL will extend all feasible help in obtaining the clearances.
- (x) BUYER should have capability to arrange (directly or indirectly) a fleet of dedicated road bulkers / closed trucks along with licensed / experienced drivers for lifting & transporting dry fly ash on round the clock basis. Necessary list / documentation duly authenticated in support of this may be submitted by the bidder.
- (xi) Cleanliness / good housekeeping of the loading area as well as any spillage from lines from ESPs to silo will have to be maintained by BUYER. Any spillage of fly ash/ash slurry in slurry pits etc in DFA plant will be collected and dumped in our ash ponds on regular basis.
- (xii) Tenderers shall be allowed to visit the site before submitting the tender to access / familiarise with the actual physical set-up.
- (xiii) Tenderers shall be allowed to collect dry fly ash sample for analysing the quality before submission of their bids. The BUYER shall be required to lift dry fly ash from NFL as per day to day available quality of the dry fly ash generated and or as detailed in clause 8.0 (quality).

2.2 SCOPE OF NFL

- (i) Dry Fly Ash collection / handling system is already installed inside the factory premise. The 100 M³ silo is installed outside the NFL boundary wall and has proper parking space

for 3 nos in coming Bulklers / closed body trucks for loading and 3 nos loaded Bulklers / closed body trucks for final preparation for transportation. BUYER shall regulate arrival of Bulklers / closed body trucks so that parking congestion is avoided at the silo area. Any excess arrival of Bulklers / closed body trucks shall be parked in the parking lot adjacent to NFL gate no 2.

- (ii) **NFL has already provided power (415 V) at source. Power will be given on free of cost basis for operation & maintenance of the Dense Phase Ash Collection system.**
- (iii) Drinking water & Service water is available free of cost inside the premises.

3.0 AGREEMENT

The successful bidder (BUYER) shall sign an agreement with NFL on a non judicial stamp paper of minimum Rs. 50/- on mutually agreed terms for the safe operation & maintenance of the Dense Phase Ash Collection Unit inside the NFL premises within 15 days of receipt of LOI. The agreement will be executed as per Performa to be provided by NFL (Annexure-VI). The cost of stamp paper shall be borne by the Bidder.

4.0 QUALIFICATION CRITERIA OF BIDDERS:

The bidders must meet the following requirements in order to be considered suitable for participating in the Bid. The documents in support of qualifying requirements shall be submitted in cover 1 of the bid.

- i The bidder should be a Cement Manufacturer / Ready Mix Cement Concrete Plant / and any other User Agency covered under the MOEF Notification dated 03.11.2009. Necessary documents in support of the constitution of the Firm / Company status and other details are to be submitted.
- ii Average annual Turnover: - The bidder should have average annual turnover of Rs. 6.03 lakh (Rupees Six Lakh Three Thousand only) per year during the last three years as on 31st March 2023. Balance sheets and profit & Loss account have to be submitted for the last three completed financial years. (i.e. 2020-21, 2021-22 & 2022-23) having UDIN No. issued by Chartered Accountant.
- iii Bidder shall submit certified copy of its GST No., PAN, PF No., ESI No., Sales Tax /VAT No. and latest Income Tax Return for the financial year 2022-23.

5.0 BID INVITATION & CRITERIA OF EVALUATION:

- a) Each bidder **shall commit & quote to lift maximum quantity of dry fly ash out of the quantity available** as indicated in this Tender Document under 'Quantities' for despatches regularly on monthly basis, subject to MINIMUM quoted quantity of 1,800 MT per month on average basis. No tender offering to lift ash quantity less than 1,800 MT per month shall be considered.

- b) Each bidder shall also indicate the corresponding MONTHLY GUARANTEED and ESTIMATED YEARLY quantities to be lifted, taking 30 normal days for a month & 350 days for the year as per prescribed Performa [Annexure-I].
- c) Price/ Quotation: Only one rate in Indian rupees per tonne of dry fly ash for the monthly/yearly quantities is to be quoted in the prescribed Performa [Annexure-I]. Slab rates or conditional rates will not be considered. Quoted/ negotiated higher rate and quantity shall remain firm for the allotted entire quantity during the contract period.
- d) All applicable statutory taxes, duties and levies surcharge such as Excise Duty, Sales Tax, Cess & Service tax etc. shall be to the account of the bidders / buyers and will be payable by the BUYERS only.
- e) Evaluation of H-1 party will be considered on the basis of maximum quoted rate per MT of dry fly ash, offered by a party/ parties.
- f) H-1 party will be allotted / allowed to lift its intended monthly quantity or higher negotiated firm quantity at his quoted rate / negotiated rate. The quantities and the rate shall be firmed up before the award of contract and shall remain firm for the entire contract period.
- g) Other bidders / buyers in order of merit of their quoted rates/MT (H-2, H-3, H-4 etc.) shall be allowed to lift their envisaged monthly quantity or the balance monthly quantity, whichever is applicable after allotting the firm maximum negotiated quantity to H-1 bidder. The H-2, H-3, H-4 etc BUYERS will be asked in that sequence order to match the negotiated rate/MT of H-1 party. Thus only one, the highest rate will be applicable to all the BUYERS. Allotment of firm monthly quantity to be lifted at H-1 rate for each BUYER will be done before award of the contract. This will form the basis of entire contract for the corresponding monthly guaranteed quantity.
- h) The daily distributions of dry fly ash to H-1, H-2, H-3 etc BUYERS will be done based on one day advance information given by each BUYER subject to monthly guaranteed quantity for each BUYER. The sequence of loading of trucks will be done strictly on first come first load basis which will be decided by the issue of token (refer clause 12.4).
- i) Since the Operation and Maintenance (O&M) of Dense Phase Dry Fly Ash Collection and Handling System will be carried out by the BUYER (H-1), the H-2, H-3 etc BUYERS will pay additional fixed O&M (**including all applicable taxes, spares & consumables etc**) charge of Rs. 65 per MT dry fly ash to NFL for the Dry Fly Ash sold to them, which will be paid to the BUYER (H-1) by NFL.
- j) NFL reserves the right to go for open sale of dry fly ash for the balance un-committed quantity of dry fly ash by the BUYER. In that case NFL shall reimburse the BUYER fixed O&M (**including all applicable taxes, spares & consumables etc**) charge of Rs. 65 per MT dry fly ash against the open sale.

(B) GENERAL TERMS & CONDITIONS

1. Submission of tender:

- 1.1. Price quoted shall remain valid for 120 days from the date of opening of tender for acceptance.
- 1.2. No oral, telephonic or telegraphic tender will be entertained.
- 1.3. The price bid must be submitted in the Performa given at Annexure-I.
- 1.4. The tenderer shall acquaint themselves fully and thoroughly with the terms & conditions and limitations including the scope, requirement and statutory regulations conforming to which and subject to which the services are to be performed. Failure to do the same will not absolve the tenderer of their obligations and duties under the contract, nor shall any claim whatsoever be entertained on the plea of ignorance /overlooking.
- 1.5. No amendments to the tender will be allowed under any circumstances after the receipt of tender.
- 1.6. SELLER: Seller means National Fertilizers Limited, Bathinda and any officer nominated on its behalf.
- 1.7. BUYER: Buyer means and includes the Firm/Company/Society/ Proprietary firm in whose favour Letter of Intent (LOI) issued by the authorized officer of the seller.
- 1.8. CONTRACT: Contract means and includes Notice inviting tender & Terms and Condition of Contract (TCC), general and special instructions issued from time to time by seller, tender documents, letter of acceptance of bid, accepted schedule of rates, formal agreement, LOI and all these documents taken together and as modified from time to time in writing, shall be deemed to form part of the contract and shall be complimentary to each other.
- 1.9. If the tenderer has any relation whether by blood or otherwise with any of the officers / employees of National Fertilizers Limited, the tenderer must disclose the relations in Declaration Form-II at the time of submission of offer, failing which National Fertilizers Limited shall reserve the right to reject the tender or rescind the contract.
- 1.10. If any information submitted by a tenderer at the time of submission of the tender is found to be untrue after the award of the contract or it is discovered that some information having a material bearing on the contract is suppressed, National Fertilizers Limited reserves the right to terminate the contract forthwith without any prejudice to any right, remedies, claims, etc. that may be available to National Fertilizers Limited.
- 1.11. One person will be allowed to represent only one company during discussions/ negotiations with NFL. If same person is representing different companies with authorization letter from more than one bidder, such person will be allowed to represent only the first bidder called for negotiation.
- 1.12. The bidder may ensure that the tender documents/offer has been signed by appropriate/authorised representative of the company. Withdrawal of the offer/non

acceptance of the order placed beyond or offer submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorised person.

- 1.13. The prospective tenderer having any common Partner / Director / Managing Director 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.
- 1.14. MGOT means minimum guaranteed off take.
- 1.15. The successful tenderer shall obtain labour licence in case of deployment of 20 or more workmen.

2. Compensation for submission of tenders:

- 2.1. National Fertilizers Limited (hereinafter referred to as '**SELLER**') shall be under no obligation to entertain/accept any claim/demand of the tenderer for the cost, charges or incidentals for, or in connection with the preparation of and submission of tender.
- 2.2. **SELLER** shall have the sole and unfettered discretion to withdraw the invitation to tender or reject any or all tenders without assigning any reason thereof. No correspondence / communication in this behalf from tenderer shall be entertained.

3. Postponement of tender opening date:

The SELLER shall have rights to postpone the tender opening date and/or time and place. If any change with regard to opening of tenders is affected, the same shall be intimated to all the tenderers well in time (minimum one day) along with intimation of revised tender opening date and time.

4. The tenders shall be opened in the presence of the tenderers who may wish to be present. The tenderer may appoint their authorized representative by due authorization, which shall be required to be produced on demand.

5. Acceptance/rejection of bids/tenders:

- 5.1. To accept or reject any bid in whole or in part shall be a sole and unfettered discretion of SELLER. The SELLER shall not be liable to specify reasons of such acceptance/ rejection. No further communication in this regard from the tenderers shall be entertained.
- 5.2. SELLER shall not be liable to inform/convey any message to unsuccessful Tenders.

6. Earnest Money Deposit (EMD)

- 6.1. Earnest money of **Rs 25,000/- (Rupees Twenty Five Thousand only)** by way of demand draft/E-transfer in favour of National Fertilizers Limited, drawn on any Nationalized/Scheduled bank payable at Bathinda may be enclosed along with tender. Tenders without EMD shall be summarily rejected.
- 6.2. Forfeiture of EMD:

The EMD may be forfeited at the sole discretion of NFL in case tenderer after having submitted the tender withdraws the same or changes quoted price within the period of validity or refuses to accept the sale order after communication of acceptance by NFL.

- 6.3. EMD of the successful tenderer (hereinafter referred to as BUYER) shall be refunded on submission of Performance Bank Guarantee as per the terms and conditions of the contract or the same may be got adjusted against the security deposit.
- 6.4. EMD of the unsuccessful tenderer shall be refunded after finalisation of award of work only.
- 6.5. The EMD will not carry any interest.

7. QUANTITY:

- 7.1 The approximate maximum quantity of DRY FLY ASH available for sale from NFL Bathinda shall be 46700 MT (approx,) per annum (approx. 4800 MT/month).
- 7.2 The above quantity allocated by the SELLER, may be reduced or increased depending upon the generation/availability of the material within the period stipulated in the contract. The BUYER shall have to carry out operation and maintenance of the dense phase dry fly ash collection system from date of LOI onwards till the validity of the work order/agreement. However, it may be clearly understood that after expiry of validity of the contract no sale of dry fly ash will be permitted to the BUYER even if the BUYER for any reason could not lift the total allocated quantity. The BUYER will not have any claim whatsoever in this regard after expiry of the contract.
- 7.3 The SELLER shall have sole and unfettered discretion to sell the un-lifted dry fly ash to any party other than the BUYER. In that case the SELLER will facilitate payments to the BUYER only for the operation and maintenance cost for the un-lifted quantity of dry fly ash sold off by the sole effort of the SELLER because of the inability of the BUYER to lift beyond the minimum guaranteed lifting quantity as per clause 7.6. The BUYER defaulting in lifting shall not claim any right in this regard. The operation and maintenance cost at the present level is estimated at **Rs. 65 per MT (including all applicable taxes, spares & consumables etc)** which will be maintained as O&M cost for reimbursement to the BUYER for the quantity sold by the SELLER to other parties during the tenure of this contract.
- 7.4 The BUYER shall lift a minimum of 1800 MT per month or their quoted/negotiated minimum lifting quantity up to the validity period of the LOI / WO including extension period as per TD conditions.
- 7.5 In case it happened that DFA was not available/generated for more than 3 days at a stretch in any MGOT month for the reason attributed to NFL, which resulted the Buyers to lift lesser quantity of DFA than the minimum guaranteed quantity in that month, the monthly MGOT will be revised proportionally based on the non available days of DFA from the unit / outage of SGP boilers with additional two days as mobilisation period. Month of 30 days will be considered while calculating the revised MGOT.

- 7.6 In case DFA is not available/generated for more than 10 days in a MGOT year for the reason attributed to NFL, which resulted the Buyers to lift lesser quantity of DFA than the minimum guaranteed quantity in the year, the yearly MGOT will be reduced proportionally based on the non available days of DFA from the unit / outage of SGP boilers.
- 7.7 The SELLER shall have the sole and unfettered discretion to decrease / increase the supplies to the BUYER depending upon generation of dry fly ash to any extent from zero to 160 MT/day & for any number of days consecutively. The BUYER shall be required to adjust their monthly dry fly ash lifting schedule to accommodate any such unforeseen interruptions on behalf of the SELLER and shall not claim any relaxation on the annual contracted/increased contracted dry fly ash lifting quantity
- 7.8 The BUYER shall pay in advance for minimum 1,800 MT dry fly ash per month or their quoted/negotiated minimum lifting quantity at the sale price from date of LOI onwards up to the validity period of the LOI / WO including extension period as per TD conditions.
- 8. Quality:**
- 8.1. The dry fly ash to be supplied under the contract may have varying proportion of LOI (loss of ignition/un-burnt carbon).
- 8.2. The SELLER monitors the quality of dry fly ash at regular intervals by testing in its Laboratory. Bidder may ascertain the suitability of ash based on record maintained by SELLER before participating in tender. No claim on account of variation in combustibles shall be entertained.
- 9. Price:**
- 9.1 The sale price of dry fly ash as quoted / negotiated / agreed shall be **exclusive** of all duties & GST as applicable at the time of dispatch. Duties & taxes as applicable shall be payable extra by the BUYER.
- 9.2 The sale price shall be firm for a period of **one year** from the date of award of sale order. Thereafter the sale price shall increase by **5%** for next year.
- 10. Payment:**
- 10.1 **The BUYER shall make payment in advance preferably through e-transfer for the quantity intended to be lifted. However the BUYER shall pay, for the minimum sale quantity as per clause No. 7.4, in a month.**
- 10.2 The buyer shall be entitled for lifting dry fly ash on Advance payment for the quantity in that month.
- 10.3 The SELLER shall not pay any interest on the advance payment deposited for the intended quantity to be lifted by the BUYER or the amount attributable to shortfall in lifting minimum quantity (clause 7.6) in a month retained by the SELLER until adjusted as per clause 10.2.
- 10.4 Damage, if any, to the SELLER'S property by any closed body truck / bulker of the BUYER shall be repaired / replaced by the BUYER to the full satisfaction of the SELLER.

11. Liquidity Damages :

- 11.1 In case BUYER/s happen to lift lesser than 1,800 MT or the negotiated minimum guaranteed quantity in a month , the amount equivalent to shortfall in lifting shall be deducted from the advance deposited or from the BUYER'S SD cum PBG .
- 11.2 In case Buyer fails to lift the monthly MGOT/ revised MGOT as per clause 7.4 above, in any month, amount equivalent to the sale price of the short lifted quantity will be deducted subject to adjustments on yearly basis.
- 11.3 In case the BUYER has lifted lesser than the monthly MGOT quantity of DFA in any monthly MGOT period, the buyer has a chance to make up the shortfall during the balance period in that MGOT year and claim refund as per the annual MGOT clause no. 11.4 below in writing within reasonable time period.
- 11.4 The BUYERS annual MGOT of DFA will be computed by NFL as per clause 7.6 at the end of one year of MGOT period. In case the BUYER has lifted equal to or more than the annual MGOT of DFA in a MGOT year then the LD levied earlier on the un-lifted quantity of Dry Fly Ash shall be refunded to the BUYER @ 98 % (Ninety eight percent) of the amount deducted for not meeting the monthly MGOT. The refund amount will be deposited in the BUYERS running account available with NFL for this contract. This annual computation of MGOT purchased quantity by the BUYER and LD thereof will be limited and closed during that annual MGOT period only and will not be carried over for adjustments etc in the second annual MGOT period.
- 11.5 In case the BUYER fails to lift the annual MGOT quantity of Dry Fly Ash then liquidity damages will be levied equivalent to the sale price for the short lifted quantity during that year. The total LD amount thus calculated on a yearly short lifted quantity will be adjusted from the amount already recovered on monthly basis, if any or from the BUYER'S PBG/ security etc.
- 11.6 Liquidity Damages (LD) shall be levied from the BUYER/S at the end of every month from the date of issue of LOI for the short lifted quantity against the monthly guaranteed minimum lifting quantity 1,800 MT or the negotiated/ revised minimum guaranteed for that month. The LD shall be calculated taking the buyers quoted rate which is valid during that period.

12. SECURITY DEPOSIT:

The Security Deposit together with EMD shall be 10% of the order value. Bidder shall deposit security amount within 30 days of the issue of order with NFL.

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

OR

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for a period of 27 months (contract period plus defect

liability period) plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor.

The Vendor/Contractor shall also arrange to send BG advice (Including all BG amendments) by their issuing bank through SFMS 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:

- a) 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 fields 7037 of IFN 760 COV/IFN 767 COV.

13. PERIOD OF LIABILITY:

Defect liability period for this works shall be 03 months from the actual date of completion of work. The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, NFL reserves the right to get the same repaired at the risk & cost of the contractor PLUS 25 % plus applicable GST thereon (Twenty Five percent) Departmental Charges, and the expenditure so incurred by NFL shall be adjusted towards the said Security Deposit and / or any other due lying with NFL.

14. Weighment:

- 13.1 Weighing of the ash to be supplied to the BUYER shall be on the basis of difference of tare weight and gross weight recorded at the SELLER'S Weigh Bridge near Gate No.2, in the presence of BUYER'S authorized representative or agent and no dispute claim in this regard will be accepted / entertained.
- 14.2. OR Weight measurement or Volumetric standardization of each closed body trucks / Bulklers will be done for purpose of standardization of the carrying capacity (weight, volume) of that closed body trucks / Bulklers and it will be fixed / linked along with its Registration No allotted by Transport Dept. Joint sample analysis shall be done in NFL's laboratory for onetime assessment of density of fly ash for purpose of conversion of volume to weight of the dry fly ash loaded in standardized closed body trucks / Bulklers.
- 14.3. Weight standardization or Volume standardization of each bulker / closed body truck shall be carried out by committee consisting of officials from SELLER (NFL) and the BUYER from time to time. In case if BUYER intends to bring more bulker / closed body truck which is not already standardized, the BUYER must inform the SELLER (NFL) for weight/volume standardizations well in advance.

- 14.4. Loading & despatch will be done round the clock on all the days. NFL shall have sole and unfettered discretion to change the timings for loading. The BUYER shall be required to properly follow the reporting/obtaining of token (or any other system prescribed by NFL) for their closed body truck / Bulklers at NFL gate no 2 before starting filling of dry fly ash in their closed body truck / Bulklers. This is essential and mandatory on the BUYER for complete compliance. Any deviation to the above procedure (or any other procedure laid down by NFL) will amount to issue of warning / termination of sale order on repeated default.
- 14.5. The sale of dry fly ash shall be on ex-works basis from the SELLER's plant and the responsibility for loading, handling and transportation of dry fly ash will be of the BUYER. The responsibility to obtain any permission / no objection certificate from the concerned authorities including Pollution Control Board and also compliance of all statutory provisions regarding transportation of dry fly ash from the SELLER's plant shall be of the BUYER. The SELLER shall in no manner be held responsible for any act / omission contravening the provisions of any of the laws of the land during transportation and handling of material.

15. Insurance:

The BUYER shall ensure coverage of Public liability insurance policy for dry fly ash plant, transportation and handling of dry fly ash through closed body Trucks / Bulklers. It is the responsibility of BUYER that any work force deployed for operation of dry fly ash handling plant & lifting of dry fly ash should have insurance coverage before entering factory premises. As sales are on Ex-works basis, the liability for Transit Insurance shall be the BUYER's responsibility and the seller shall not be responsible for any loss or damage or injury to the men and machinery involved in operation and maintenance of the system or transportation of material to its destination. Damage, if any, to the SELLER'S property or personnel by any truck / bulker or manpower of the BUYER, the BUYER shall make good the damage / injury to the full satisfaction of the SELLER. NFL reserves the right to claim adequate, suitable and commensurate compensation from the buyer on account of any damage caused to any plant, equipment, machinery and or its personnel due to any act or omission or negligence on the part of BUYER or its transporter or any person on his behalf.

The Buyer shall indemnify and legally protect NFL and or its employees against all claims, action or suit arising out of or incidental to and / or, consequent upon the services provided by the buyer under the contract or due to the failure of the buyer in the performance of its obligations. NFL may also retain any amount out of Security Deposit / Performance Bank Guarantee or advance payment in case there is apprehension of any event or incident, which may require NFL to pay penalty, litigation expenses, charges etc.

You shall be solely responsible for you and your workers in respect of any accident, injury etc. Arising out at or in the course of execution of contract.

16. TRANSFER OF PROPERTY:

Material shall be considered sold once it is filled / transferred in buyer's closed body truck / Bulklers and it exits the premises of the SELLER. Any subsequent loss of material shall be the liability of buyer and buyer shall have to pay for that and thereafter the seller will be free

from all liabilities and the same shall be treated as transfer of right under this contract and obligations if any of the seller in respect of the product. For the losses or damages or injuries suffered by the men or material of the BUYER, seller shall not be responsible in any way.

17. **SECRECY:**

Any information derived or otherwise communicated by the SELLER to the BUYER in connection with the contract shall be regarded as secret and shall not without written consent of the SELLER be published or disclosed to any third party or made use of by the BUYER except for the purpose of execution of the contract.

18. The BUYER shall not sublet or assign the contract to any party of it / to the third party without obtaining the **prior** written consent / permission from the SELLER.

19. All correspondence shall invariably bear reference to the contract number and date. All notices, complaints, communications and references under this contract shall be served / delivered by registered post or by hand at the address given hereunder:-

Address of the BUYER

Address of the SELLER

Dy General Manager (TS),
NFL Bathinda (Punjab)

Force Majeure:

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

20 Validity of the Contract:

- 20.1 This contract shall remain valid for a period of Two Year from the date of award of LOI/Sale Order as per sale price to be regulated under clause 9. This contract can be further extended by a period of ONE year or part thereof on the same terms & conditions but with 10 % increase in the sale price in the extended period at the sole discretion of NFL.
- 20.2 The BUYER has to maintain the health of the system to SELLER's satisfaction. If not maintained, the BUYER will have to pay for the amount equivalent to the maintenance expenditure incurred by the SELLER.
- 20.3 NFL reserves the right to terminate the contract or curtail the dry fly ash quantity to the SELLER.

21 Indemnity:

- 21.1 The BUYER shall indemnify NFL for any liabilities arising out of the complete operation, within or outside NFL premises, of the contract.
- 21.2 The BUYER shall undertake to indemnify the SELLER for all claims for injury caused to any person whether a workman or not, while in or upon the site of the same and the said SELLER shall not be bound to defend any claim brought under the Workman's Compensation Act, 1923 / ESI Act,1948.
- 21.3 The personnel employed by the BUYER shall be at the sole responsibility & liability of the BUYER and they will be the employees of them only, and all expenses in connection with employment shall be borne by the BUYER. NFL shall not bear any responsibility or liability whatsoever arising out of this contract including the liability under ESI Act, 1948, Workmen Compensation Act, 1923 or any other Act with regard to the personnel employed by the BUYER. The BUYER shall also provide at their cost all statutory benefits to the persons employed by them and NFL will not have any liability whatsoever on this account. NFL will have the right to ask for documentary evidence in this regard.
- 21.4 In case SELLER is obliged to pay compensation to a person employed by the BUYER or otherwise under ESI Act, 1948 / Workmen Compensation Act, 1923, the SELLER shall have right to recover the amount of compensation so paid from the SD / PBG.

22 OBSERVANCE & COMPLIANCE OF STATUTORY RULES / LAWS

- 22.1 The rights and obligations of the SELLER and the BUYER and provisions of the CONTRACT shall be governed and construed by and in accordance with the laws of India.
- 22.2 The BUYER shall be singularly responsible to secure strict compliance with the provisions of all Central and State laws including The Factories Act, 1948, The Industrial Dispute Act 1948, EPF&MP Act, 1952, ESI Act, 1948, Workmen Compensation Act, 1923, Payment of Wages Act, 1936, The Minimum Wages Act 1948, The Contract Labour(R&A) Act 1970, The Punjab Labour Welfare Fund Act, 1965 etc. and any other rules, regulations, by-laws and orders of the local authorities and statutory bodies as may be in force, from time to time for operation &

maintenance of dry fly ash handling system and for the employment of manpower / labour by them.

23 GENERAL:

- 23.1 Mere submission of tender document shall not create any contractual or the legal right in favour of Tenderer/s unless a LOI is issued by the SELLER and the contract shall be governed by the terms and conditions mentioned therein and other instructions informed by the SELLER from time to time.
- 23.2 The BUYER shall not interfere with any of the Plant equipment / machinery. Movement of persons deployed for the job shall be restricted to the defined area.
- 23.3 Dry Fly Ash shall be supplied on 'as is where is' basis. No claim shall be entertained on this account.

24 Termination of contract:

The contract is liable to be terminated if the BUYER:

- i) Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in case of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his / their assets or property on the works; or
- ii) Makes an arrangement with or assignments in favour of his/their creditors/agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii) Abandons the work; or
- iv) If the buyer makes default in lifting of material as per terms of the contract. No claim or compensation shall be payable by NFL as a result of such termination; or
- v) Assigns or sublets the work in whole or in part thereof without prior written consent of NFL; or
- vi) Performance is not satisfactory; or
- vii) If the BUYER obtains the contract from NFL with illegal measures; or
- viii) Information submitted/furnished in the contract is found to be incorrect; or
- ix) In the event the pollution clearance certificate is cancelled by the pollution control board and is not renewed within one month, the contract shall be terminated.

The above shall be without prejudice to NFL's other rights under the law. Upon termination of contract for reasons detailed above;

- a) The SELLER reserves the right to sell the balance un-lifted quantity of ash to any other party other than the BUYER as per the terms decided by the SELLER and the loss damages suffered by the SELLER if any, due to such sale shall be recovered from the BUYER.
- b) The earlier BUYER will have no claim / share of profit if any against sale of such un-lifted quantity.

- c) Performance guarantee bond / security in any form submitted by the BUYER shall stand forfeited.

25 CONCILIATION & ARBITRATION:

(i) For Indian Parties

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

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

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

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

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

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

The Seat and venue of Arbitration shall be at Bathinda.

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

(ii) Arbitration for Foreign Vendors /Parties:

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

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

The language of the Arbitration shall be English.

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

(iii) Arbitration for CPSEs and Government Department:

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

26 Jurisdiction:

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

27 No Waiver:

Failure of either party hereto to exercise any right hereunder or to claim for fulfillment of any terms hereof will not relieve, exempt or affect in any manner, the rights of the other party including the right to demand at any time strict and complete fulfillment of any or all provisions of this agreement.

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

ALL TERMS AND CONDITIONS STIPULATED IN TENDER DOCUMENTS ARE ACCEPTABLE TO ME / US.

FOR AND ON BEHALF OF THE FIRM/COMPANY

For M/s_____

Signature_____

Name of the Authorized Person-----

with Firm/Company's Seal

Annexure-II

PROFORMA FOR PRICE BID

Sale of Dry Fly Ash at NFL Bathinda

The quoted prices shall be on ex-works basis **exclusive** of all duties & taxes as applicable at the time of dispatch and shall be payable extra by the tenderer. The price shall be firm for a period of one year from the date of award of LOI/Sale Order and there after shall increase by 5% for next year.

The tenderer (BUYER) shall make arrangements for handling and transportation of dry fly ash, transit insurance and insurance covering Public Liability (third party).

Sr.No.	Item Description		In figures	In words
1.	Sale of Dry Fly Ash Net sale price exclusive of all duties & taxes as applicable at the time of dispatch. (on as is where is basis)	Ex-works Rate (Rs / MT of Dry Fly Ash)		
2.	Minimum Guaranteed Off Take Quantity per month (Guaranteed lifting quantity must be equal to or more than 1,800 MT per month).	MT		

The above mentioned price at Sr. No. -1 are excluding Operation and Maintenance charges (**including all applicable taxes, spares & consumables etc**) of Dry Fly Ash collection and handling. O&M charges shall be applicable separately as per terms and conditions of NIT.

We have read all the terms and conditions of NIT and Annexure thereto and agree to accept and abide by the same without any reservations. This quotation has been prepared after taking into account all the terms and conditions of NIT.

For M/s _____

Signature _____

Name of the Authorized Person _____
with Firm/Company's Seal

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

प्रोसेस इंजीनियरिंग, तकनीकी सेवाएं विभाग

Ref. No.: NFB/DGM/TS/DFA/2024-26

Dated: 03.06.2024

Name of the Work: "Collection and Sale of Dry Fly Ash from Bathinda Unit"

Annexure-III

DECLARATION-FORM-I

Ref. No: NFB/DGM/TS/DFA/2024-26

Dated: _____

To

DGM (TS)
National Fertilizers Ltd.
Bathinda – 151003.

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

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

I / We agree to accept payment by ECS / EFT from your Bank i.e. SBI, Bathinda, Branch IFS Code: SBIN0003591. A detail of my/our Bank A/c No. is as under:

Bank A/c No. (In SBI / any Nationalized Bank)	
Type Account (Current A/c or Saving A/c)	
Name of the Bank	
Address of the Bank & Branch	
Branch Code:	
IFSC Code	

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

Thanking you.

Yours faithfully

For M/s _____

(Signature of Contractor/Tenderer with SEAL)

Address: _____

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

प्रोसेस इंजीनियरिंग, तकनीकी सेवाएं विभाग

Ref. No.: NFB/DGM/TS/DFA/2024-26

Dated: 03.06.2024

Name of the Work: "Collection and Sale of Dry Fly Ash from Bathinda Unit"

Annexure-IV

Ref. No: NFB/DGM/TS/DFA/2024-26.

Dated: _____

DECLARATION FORM-II

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

Sr. No.	DESCRIPTION			
1	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of NFL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. NFL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	YES / NO(If Yes, give the following details)		
		Name & Design. of the Employee	Place of Posting	Relation with the Employee
2	P.F. Registration No. of the firm / company to be indicated along with Documentary proof thereof.			
3	PAN No. (Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentary Proof thereof.			
4	GST Registration No. of the firm / company issued by GST authorities along with Documentary Proof thereof.			
5	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.			
6	MSME Registration If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006. (This contract is a Works contract)	Yes / No (If Yes, a Self certified copy of registration certificate to be submitted) (Not applicable on works contract)		
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8	Name of the Firm			
9	Address of the Firm			

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

प्रोसेस इंजीनियरिंग, तकनीकी सेवाएं विभाग

Ref. No.: NFB/DGM/TS/DFA/2024-26

Dated: 03.06.2024

Name of the Work: "Collection and Sale of Dry Fly Ash from Bathinda Unit"

10	Contact Details: a) Name of the Person: b) Mobile number / Landline Number c) Email	Contact Details: a) b) c)
11	Power of Attorney for submission of tender document, as applicable Submitted	Yes / No
12	Tender cost Amount, DD Number and Date	
13	EMD Amount, DD Number and Date	

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

Signature of the Contractor/ Tenderer with SEAL

Place: _____

Dated: _____

Annexure-V

DECLARATION FORM-III

To

DGM (TS)
National Fertilizers Ltd.
Bathinda.

Dear Sir,

1	<p><u>UNDERTAKING</u></p> <p>a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional.</p> <p>b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us.</p> <p>c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled.</p> <p>d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.</p>
2	<p><u>ACCEPTANCE OF TENDER CONDITIONS</u></p> <p>I/We have personally read the General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the same.</p>
3	<p><u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u></p> <p>With reference to your NIT No.- NFB/DGM/TS/DFA/2024-26 Dated:2024 and the tender documents displayed on your web site, we hereby submit our tender for the subject work.</p> <p>Since we have not purchased the tender document from your office and the tender documents have been down-loaded by us from NFL web site, we are hereby enclosing a demand draft No. _____ dated _____ of _____ (Bank) amounting to Rs. _____ (Rupees _____ only), in favour of National Fertilizers Limited, payable at Bathinda towards the cost of tender documents.</p>

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

Thanking you

Yours faithfully
For & on behalf of Contractor

Signature of the Contractor/ Tenderer with SEAL

Place: _____

Dated: _____

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

प्रोसेस इंजीनियरिंग, तकनीकी सेवाएं विभाग

Ref. No.: NFB/DGM/TS/DFA/2024-26

Dated: 03.06.2024

Name of the Work: "Collection and Sale of Dry Fly Ash from Bathinda Unit"

Annexure-VI

REGISTRATION OF GST NUMBER

Requirement of GST Number:

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

UNDERTAKING

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

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

(Signature & stamp of bidder)

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

प्रोसेस इंजीनियरिंग, तकनीकी सेवाएं विभाग

Ref. No.: NFB/DGM/TS/DFA/2024-26

Dated: 03.06.2024

Name of the Work: "Collection and Sale of Dry Fly Ash from Bathinda Unit"

ANNEXURE- VII

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

AFFIDAVIT

With reference to NIT No.- NFB/DGM/TS/DFA/2024-26 Dt. _____ of National Fertilizers Ltd., Bathinda for the work of _____ I, _____ S/o Sh. _____ R/o _____ do hereby solemnly affirm and declare as _____ (Proprietor / Partner / Authorized signatory of the firm) on behalf of M/s _____ as under :-

- i) That my / our firm / sister concern etc. has not been black listed/debarred/delisted or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.
- ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.
- iii) That my information furnished by me / us in respect of the above tender is true and correct and nothing has been concealed. In case any of the information is found to be false and /or incorrect at any stage, NFL shall be at liberty to take the necessary action as deemed fit.

DEPONENT

Dated: _____

VERIFICATION

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

DEPONENT

Place _____

Date: _____

Annexure-VIII

PERFORMANCE BANK GUARANTEE

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 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 BUYER) entered into between National Fertilizers Limited (hereinafter called SELLER) and _____ a Company incorporated in _____ (hereinafter called BUYER) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for "collection of dry fly ash from Bathinda Unit & transportation through covered trucks/bulkers" as envisaged in the contract, BUYER has to submit a Performance Bank Guarantee for Rs. _____.

BUYER accordingly agrees to furnish the 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 SELLER that the BANK is holding the amount of Rs. _____ at SELLER's disposal and hereby promises and shall be bound to pay to SELLER, forthwith at SELLER's written notice stating that the BUYER has failed to fulfill its obligations under the contract for reasons for which BUYER is liable and without any protest or demur and without recourse to BUYER and without asking for any reasons as to whether the amount if lawfully asked for by SELLER or not, the entire amount or the portion thereof as mentioned by SELLER in the notice.

The decision of the SELLER as to whether the terms and conditions of this 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 Performance Bank Guarantee is limited to Rs. _____.

2. This 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 SELLER become effective. Upon issuance of Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned completion certificate, the Performance Bank Guarantee shall become null and void.

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

प्रोसेस इंजीनियरिंग, तकनीकी सेवाएं विभाग

Ref. No.: NFB/DGM/TS/DFA/2024-26

Dated: 03.06.2024

Name of the Work: "Collection and Sale of Dry Fly Ash from Bathinda Unit"

3. This Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by SELLER on account of money hereby intended to secure and SELLER 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 BUYER and nothing done or omitted to be done by SELLER 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 SELLER, this 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 SELLER 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 six months from the date of expiry of this Bank Guarantee, all the rights of SELLER 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 SELLER, to the effect that the envelope was so posted, shall be conclusive.
6. The 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)

Annexure-IX

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

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

- 1) That on _____ (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s _____ is a sole proprietorship firm.
- 2) That I am the sole proprietor of the firm named as _____ situated at _____ (full address of firm with pin code).
- 3) That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and NFL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

VERIFICATION

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

DEPONENT

Place _____

Date: _____

Annexure-X

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
5. "Beneficial owner" for the purpose of above (4) will be as under:
 - i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
7. SUBMISSION OF CERTIFICATE IN BIDS:
Bidder shall submit a certificate in this regard as **Form-I**. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices|| of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:
The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 hereinabove. A Certificate to this regard is to be submitted by bidder is placed at Form-II

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

प्रोसेस इंजीनियरिंग, तकनीकी सेवाएं विभाग

Ref. No.: NFB/DGM/TS/DFA/2024-26

Dated: 03.06.2024

Name of the Work: "Collection and Sale of Dry Fly Ash from Bathinda Unit"

Form-I

UNDERTAKING ON LETTERHEAD

To

M/s NATIONAL FERTILIZERS LIMITED,

BATHINDA (PUNJAB)

SUB: TENDER NO: NFB/DGM/TS/DFA/2024-26

Dated:2024

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (Name of Bidder) is:

(i) Not from such a country []

(ii) If from such a country, has been registered [] with the Competent Authority.

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

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

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

[Signature of Authorized Signatory of Bidder]

Place:

Date:

Name:

Designation:

Seal:

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

प्रोसेस इंजीनियरिंग, तकनीकी सेवाएं विभाग

Ref. No.: NFB/DGM/TS/DFA/2024-26

Dated: 03.06.2024

Name of the Work: "Collection and Sale of Dry Fly Ash from Bathinda Unit"

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB CONTRACTING

To

M/s NATIONAL FERTILIZERS LIMITED

BATHINDA (PUNJAB)

SUB: TENDER NO: NFB/DGM/TS/DFA/2024-26

Dated:2024

Dear Sir,

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

(i) not from such a country []

(ii) if from such a country, has been registered [] with the Competent Authority.

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

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

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

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

[Signature of Authorized Signatory of Bidder]

Place:

Date:

Name:

Designation:

Seal:

ANNEXURE-XI

E-Tendering Guidelines

1). Enrolment process in the Tender site

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment". Enrolment on the Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2). Tender search

- There are various search options built in the Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Favourites' folder. This would enable the Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3). Preparation of bids

1. Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
2. File and Folder name should not contain any special characters (&, #, etc) or space in between.
3. Download the tender document, NIT, BOQ of the required tender in that folder.
4. Scan the EMD fee instruments/ Tender fee instruments for offline payments if any.

5. In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
6. Scan and keep ready Pre-qualification documents like life certificates, PAN etc if any
7. Prepare the technical bid document and then convert into PDF
8. Prepare the BOQ i.e. fill up required figures in the downloaded XLS document. The BOQ file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.
9. Keep all the documents in the same folder for the easy bid document upload
10. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications with the TIA, the bid no can be used as a reference.

4). Submission of bids

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be Posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4) If a standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by

unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 7) Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5) Password maintenance

- 1) The length of the password should be of 8 to 32 characters
- 2) The password should be of any English lowercase and uppercase (a-z and AZ) characters.
- 3) The password must contain at least one number between 0-9.
- 4) The password must contain at least one special character from these [! @ # \$ ^ * _ ~]
- 5) Sample password is just like Admin123\$, India2000#, etc.

6). About DSC

1. Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
2. Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
3. Bidders have to procure Class 3 signing certificates only. Only Class 3 is valid for e-tendering purpose.
4. The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
5. Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
6. Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC.

7. Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

7). DSC providers for Private firms

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

- i. The vendors like TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) are issuing DSC's for bidders.
- ii. The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

8). Advantage of "My Space" on Portal

1. The bidder can upload Non Sensitive frequently asked documents prior at any point of time once he logs in to the application. These are not encrypted.
2. The can be anything like PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
3. In some cases the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
4. This will avoid repeated upload of common documents and also save space and time.

9). System requirements

1. Windows XP with latest service pack / Windows 7/ Windows 10
2. Loaded IE 7.0 or above
3. Loaded JRE 1.6 or above
4. Antivirus Software with latest definition.
5. Internet connectivity
6. Scanner to scan the documents if required
7. Printer and PDF Creator.

10). Assistance to Bidders

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

- (iii) All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering.
- (iv) NFL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason 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.
- (v) For submitting price bid through e-Auction, the successful Pre-qualified Vendors 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.
- (vi) It is mandatory for the vendors to use the digital certificate in all their bidding Process.
- (vii) It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

Annexure-XII

CONTRACT AGREEMENT

THIS CONTRACT made -----on this----- day of June, 2024 at----- (Place) BETWEEN NATIONAL FERTILIZERS LIMITED (NFL), a Public Sector Undertaking (PSU) under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and its Unit/ Office at _____ (hereinafter referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the one Part.

AND

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

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

NOW THEREFORE THIS CONTRACT WITNESSTH AS FOLLOWS:

ARTICLE – I

1 CONTRACT DOCUMENTS

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

- a. This Contract
- b. Tender Document/NIT
- c. Work Order No. _____ dated _____
- d. Letter of Intent / Notification of Award No. _____ dated _____
- e. Contractor Quotation/bid dated _____.
- f. Owner's Tender Document/ NIT No. _____ dated _____
- g. Amendment/ Addendum/ Corrigendum dated _____ (If any) to Tender Document/NIT.
- h. Owner's Letter/email dated _____ (If any).
- i. Contractor's Letter/email dated _____ (If any).

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

ARTICLE –2

2) SCOPE OF WORK

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

ARTICLE-3

3) TERM

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

ARTICLE-4

4) TERMINATION OF CONTRACT

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

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

- Abandons the work

Or

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

Or

- Persistently fails to adhere to the agreed program of work

Or

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

Or

- Performance is not satisfactory or work is abnormally delayed

Or

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

Or

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

4.2. Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner. Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

4.3. CONSEQUENCES OF TERMINATION

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

- i. NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.
- ii. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- iii. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
- iv. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.
- v. Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of NFL in all units / offices as per NFL's rules & regulations.

ARTICLE-5

5.1. FORCE MAJEURE CLAUSE (FMC)

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts,

Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90(Ninety) days, either party may at its option terminate the contract by giving notice to the other party.

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

ARTICLE-6

6.1. INDEMNITY BY CONTRACTOR

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

ARTICLE-7

7.1. ENTIRE CONTRACT

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

ARTICLE-8

8. NOTICE

8.1. Subject to any provisions in the contract documents to the contrary, any notice, order of communication sought to be served by the Contractor on the Owner with reference to the contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any

enabling provisions under any law to the contrary) only, if delivered by Hand or by Registered Post/ Speed Post or email to the Officer/Engineer-In-Charge as defined in the General Terms and Conditions of the contract.

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

ARTICLE-9

1.0 WAIVER

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

ARTICLE-10

10.0 NON-ASSIGNABILITY

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

ARTICLE-11

11.1. DISPUTE RESOLUTION

For Indian Parties

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

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

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

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

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

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

The seat and venue of arbitration shall be at Bathinda.

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

11.2. For Foreign Parties

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

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

The language of the arbitration shall be English.

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

11.3. For CPSEs and Government Department

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

ARTICLE-12

1) JURISDICTION

Notwithstanding any other Court or Courts having Jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

प्रोसेस इंजीनियरिंग, तकनीकी सेवाएं विभाग

Ref. No.: NFB/DGM/TS/DFA/2024-26

Dated: 03.06.2024

Name of the Work: "Collection and Sale of Dry Fly Ash from Bathinda Unit"

and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of

Competent Civil Jurisdiction in this behalf at _____ (where this contract has been signed on behalf of the Owner) and only the said Court(s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.

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

SIGNED & DELIVERED

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

Date:

Place:

In the Presence of:

Witness

1.

Signature _____

Name of Signatory _____

Address _____

2.

Signature _____

Name of Signatory _____

Address _____

SIGNED & DELIVERED

For and on behalf of
Contractor
(With Rubber Stamp)

Date:

Place:

In the Presence of:

Witness

1.

Signature _____

Name of Signatory _____

Address _____

2.

Signature _____

Name of Signatory _____

Address _____