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NOTE: Contractors are requested to see that all the papers of tender document issued to them are intact as per above Index & all the pages shall be signed & stamped by the contractor and shall be submitted in sealed envelop.

To

Subject: **NIT for Foam Cleaning of Air-cooled Heat Exchanger of GTG-III.**
Dear Sir,

TENDERS through GEM portal are invited for the works as detailed below:

1)	Name of Work:	<u>Foam Cleaning of Air-cooled Heat Exchanger of GTG-III</u>
2)	Earnest Money:	NIL
3)	Tender Fee:	Tender Fee NIL, not applicable for GEM portal
4)	Estimated Value of the work :	Rs.403520 /- Plus GST as applicable.
5)	Validity of Tender	120 days from the Date of Opening of Technical Bids for the acceptance.
6)	a) Validity /Period of Contract	24 months from the date of award of the Contract
	b)Time of Job Completion:	As per clause 1.0 of STC (Maximum 1 Weeks)
7)	Nature of Contract (whether Works or Service)	Service Contract
8)	Whether Contract is Splitable or Not	Not splitable
9)	Last date and time of Issue of Tenders	28.06.2024 upto 12:30 Hrs

10)	Last date and time of receipt of Tenders	28.06.2024 upto 15:00 Hrs
11)	The date and time of opening of Tenders	28.06.2024 upto 15:30 Hrs
12)	Place of receipt and Opening of Tenders:	Office of DGM (Electrical), NFL Vijaipur.

13) Tender Documents may be downloaded from our website www.nationalfertilizers.com or CPP portal <https://eprocure.gov.in> or GEM portal. In case documents are downloaded directly from the said websites, requisite tender fees and EMD shall be submitted along with tender documents in envelope No1.

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

14) All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing to the Undersigned at least 7 (Seven) days prior to the closing date of the tender.

15) The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.

16) The rates should be quoted item wise for the complete Scope of Work as per Performa 'Schedule of Rates'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures.

17) National Fertilizers Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender.

18) Incomplete Tenders or Tenders not accompanied with the required Details/ Documents/ Tender fee/ EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.

19) Submission of Tenders:

- i. No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
- ii. Tender documents should be submitted along with duly filled in all Annexures.
- iii. The tender will be divided in three parts:
 - a) Earnest Money & Tender fee.
 - b) Technical and commercial bid
 - c) Price bid

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

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

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

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

- a) Signed copy of NIT and Complete Tender Document as token of acceptance of terms and condition.
- b) Duly Filled Declaration Forms I, II & III (Annexures, III & IV) with supporting documents.
- c) Duly Filled Annexure -V for Registration for GST.
- d) Affidavit as per Annexure -VI on Non-Judicial Stamp paper of Rs. 50.00.
- e) Notarized/Certified copy Power of Attorney / Authorization in the name of the person who has signed the tender documents/bid.
- f) Un-priced SOR along with Technical Bid.
- g) Copy of the PAN card
- h) Documentary Proof for GSTIN Registration No, Code No. /Accounting Code.
- i) PF Registration no. issued by RPFC
- j) Affidavit for proprietorship as per Annexure -XI on Non-Judicial Stamp Paper of Rs 50.00
- k) Blank canceled cheque / Bank Details for bank A/c particulars etc.
- l) Duly Filled Forms-I attached with Annexure-XII (Bidders who shares Land Border with India)
- m) MSME / Start-up certificate (if applicable)
- n) Integrity Pact (if applicable)
- o) Documents required as per eligibility criteria
- p) ESI registration certificate

Part.3: This part should only contain the 'Schedule of Quantities & Rates' / ' Price Bid' with prices given in respective columns against each item, as enclosed herein, duly completed and signed & Stamped on each page by the tenderer.

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

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

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

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

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

- 21) NFL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him / them in the Technical bids.
- 22) Evaluation of offer shall be on overall L-1 basis unless specifically mentioned in evaluation criteria.
- 23) All pages shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney / authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
- 24) No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.
- 25) The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister / group / Associates Company. In such cases only one of them will be eligible for participating in the tender.
- 26) While submitting the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 27) One person will be allowed to represent only one company during discussion/negotiation with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 28) NFL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 29) Not more than one tender shall be submitted by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder. No two or more concerns in which an individual is interested as a proprietor and/ or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
- 30) The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.
- 31) NFL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.

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- 32) The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL and have a good character.
- 33) The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from NFL. If at any time such a discrepancy is detected, the contract shall stand terminated without any notice and the security deposit shall be forfeited.
- 34) NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 35) If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tender's upto a period of 2years.
- 36) "Bidder shall not be affiliated with a firm or entity:
a) That has provided consulting services related to the work to the NFL during the preparatory stages of the work or of the project of which the works/services forms a part of.
OR
b) That has been hired (proposed to be hired) by the NFL as an Engineer/ Consultant for the contract."
- 37) Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XII.
- 38) The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person(s) shall be designated as the authorized person(s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him/ them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. In case of Company, Notarized / Certified copy of Authorization / Power of Attorney (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such "Power of Attorney" should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender."
- 39) In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to NFL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 40) NFL reserves the right to verify all statements, information and documents submitted by the

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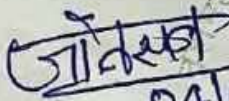
bidder in his tender offer, and the bidder shall, when so required by NFL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NFL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NFL there under."

- 41) The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 shall not be applicable on service Contracts (with price band of L-1 +15%). It shall not be applicable on Works Contract, Means wherein transfer of property in Goods involved in execution of such contracts, i.e., wherein both material and services are involved.
- 42) This letter/instructions shall form part of the contract document and shall be signed and returned along with the tender documents.

Thanking you,

Yours Sincerely,

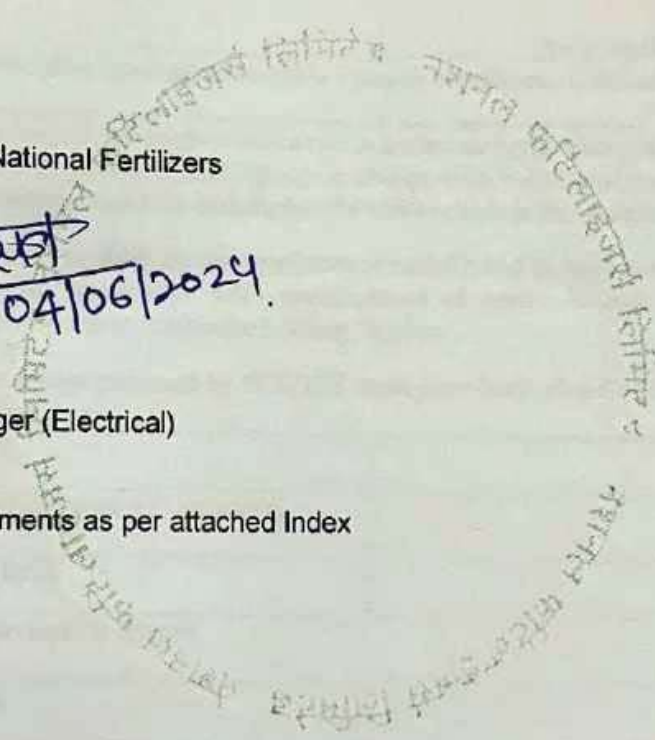
For & on behalf of National Fertilizers


04/06/2024

(JONSON ORAM)

Dy. General Manager (Electrical)

Encl: Tender Documents as per attached Index



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

Ref. No;

Dated :

To,

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

Subject: Tender No. _____ Name of the contract _____

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

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

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

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

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

Thanking you

Yours faithfully

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

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

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

Sr. No.	DESCRIPTION	YES / NO (If Yes, give the following details)		
		Name & Design. of the Employee	Place of Posting	Relation with the Employee
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.			
2	<u>P.F. Registration No.</u> of the firm / company to be indicated along with Documentory proof thereof. (In case the CONTRACTOR selected for award of contract does not have a PF code, He shall be required to obtain the same within the stipulated time as per EPF act and party shall submit a declaration in this regard.)			
3	<u>PAN No.</u> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentory Proof thereof.			
4	<u>GST Registration No.</u> of the firm / company issued by GST authorities along with Documentory Proof thereof.			
5	<u>ESI Registration No.</u> issued by ESI Authorities along with documentory proof thereof.			
6	<u>MSME Registration</u> If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise, it will be construed that the firm is not registered as per MSMED Act, 2006.	<p>Yes / No (If Yes, a Self-certified copy of registration certificate to be submitted) Mention the category i.e. Micro/Small/Medium</p>		

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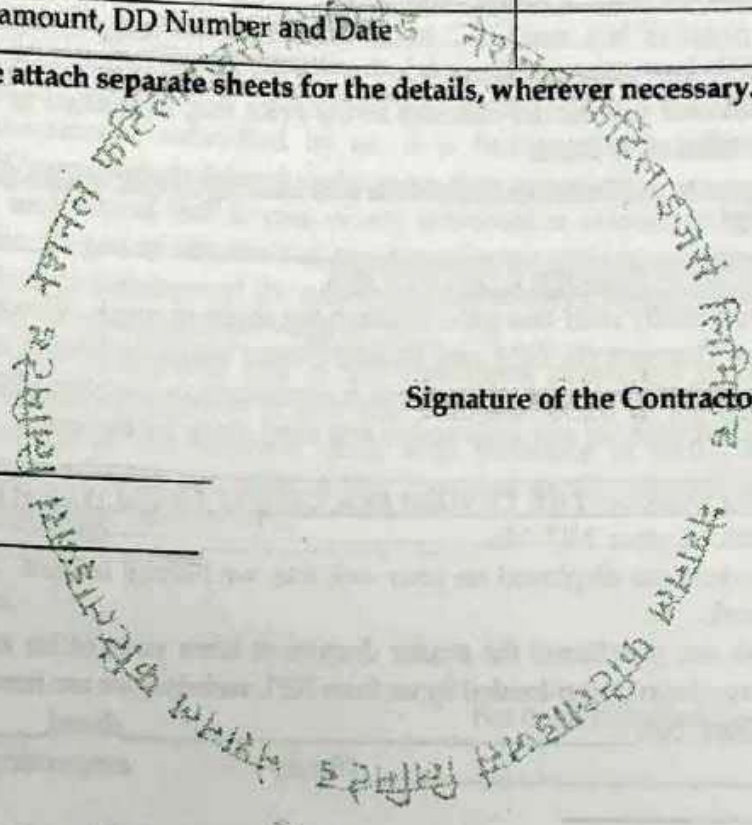
7	Type of Firm to be specified (Proprietor/ Partnership/ Limited Co. etc.)	
8	Name of the Firm	
9	Address of the Firm	
10	Contact Details: a) Name of the Person: b) Mobile number/Landline Number c) Email	Contact Details: a) b) c)
11	Power of Attorney/authorization for submission of tender document, as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

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

Signature of the Contractor/ Tenderer with SEAL

Place: _____

Dated: _____





Annexure - IV

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

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

Subject : Tender No. _____ Name of the contract _____

Dear Sir,

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

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

Thanking you

Yours faithfully
For & on behalf of Tenderer/Contractor

(Faint circular stamp and handwritten text)

Signature of the Contractor/ Tenderer with SEAL

Place: _____

Dated: _____



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)

Annexure-VI

(To be kept in Envelope No. II)

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

AFFIDAVIT

With reference to NIT No. _____
Dt. _____ of National Fertilizers Ltd., Vijaipur for the work of _____
Sh. _____ I, _____ S/o _____
R/o _____ do hereby
solemnly affirm and declare as Proprietor / Partner / Authorized signatory of the firm on
behalf of M/s _____ as under :

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

DEPONENT

Dated: _____

VERIFICATION

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

DEPONENT

Place _____

Date: _____

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Annexure-VII

ELIGIBILITY CRITERIA

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

Techno-Commercial Criteria

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

<p>3</p>	<p>The bidder should have successfully completed "Similar Works" with performance and completion. Certificate, during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>Definition of "SIMILAR WORK"</p> <p>Similar works means "Foam cleaning of finned tube Air cooled heat exchanger/radiator"</p>	<p>The bidder shall submit a copy of Purchase/Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following:</p> <p>a) Three similar completed works/ contracts each having annual value not less than Rs. 1.9 lakh(Inclusive of GST)</p> <p style="text-align: center;">OR</p> <p>b) Two similar completed works/ contracts each having annual value not less than Rs. 2.38 lakh (Inclusive of GST)</p> <p style="text-align: center;">OR</p> <p>c) One similar completed works/ contracts each having annual value not less than Rs. 3.81 lakh (Inclusive of GST).</p> <p>Copies of Work orders in support of the above with full technical scope of work & commercial details including work order value along with the completion certificate from the end user regarding the satisfactory performance indicating the contract period, executed value and date of completion.</p> <p>(In case, the work order / contract is for a period of one year or more than one-year, relevant experience is to be taken for one year period. Accordingly, if period of the work order, for completed work, submitted by the bidder is more than one year then value of the contract shall be interpolated for one year.)</p>
<p>4</p>	<p>The average Annual financial turnover of the bidder during the last three financial years ending 31.03.2023 should be not less than Rs. 1.4 lakhs (Including GST).</p>	<p>Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c for the last three financial years ending on 31st March.(i.e.FY 2020-21, 21-22, 22-23)</p> <p>In case the bidder do not fall under the ambit of statutory audit, and do not have audited annual reports / audited Balance Sheets and Profit & Loss Statements, shall submit a statement certified by Statutory Auditor / practicing Chartered Accountant with UDIN as documentary evidence in support thereof.</p>

- 1 In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution I split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 *value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) In case of dissolution of partnership firm(s) etc.
- 2 In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be reworked out i.e., the quitting part(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- 3 In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s). on the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- 4 Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
- 5 In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
- 6 If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
- 7 In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
- 8 In case company A is merged with company B, then company B would get the credentials of company A also."
- 9 Relaxation to startup and MSME for prior experience and turnover is not exempted.

**Signature of the Tenderer/
Contractor with Seal**

EVALUATION CRITERIA

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

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

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7. Evaluation Methodology:

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

I. Purchase preference to Micro & Small Enterprises (MSE's)/Startups, as per Public Procurement Policy and Govt. instructions, in vogue, shall be considered during evaluation of bids for Domestic bidders in case of **Service Contracts**. In case of a tie among the bidders, preference will be given to bidders in following sequence:

- i) MSE / Startups owned by SC/ST Women.
- ii) MSE / Startups owned by SC/ST
- iii) MSE / Startups owned by Women (other than SC/ST)
- iv) MSE / Startups owned by Others
- v) Others.

II. In case, there is a tie at the lowest bid (L-1) position between bidders of same category mentioned at sr.no. I i) to v), the order will be placed on the bidder who is registered earlier with Department of Industrial Promotion and Policy.

III. In case more than one participating MSEs are within the price-band of L1 + 15%, then opportunity shall be given to MSEs in order of their ranking (L2/L3/L4/etc.) to match the L1- price.

IV. In case L1-bidder is a Non-MSE, and there is a Tie among MSE-Others, MSE-SC/ST Entrepreneur and MSE-Women Entrepreneur at any position and their quoted price is within the price-band of L1+15%, the following sequence of preference shall be adopted for giving opportunity to match with the L1-price:

- i) MSE owned by SC/ST Women
- ii) MSE owned by SC/ST
- iii) MSE owned by Women (other than SC/ST)
- iv) MSE owned by Others

V. In case award of work as per above methodology cannot be determined, the decision of NFL will be final and Lottery system shall be adopted for award of contract. Lottery shall be done in the presence of NFL Committee and the bidders representative.(if they wish to be present).

Annexure-IX
NATIONAL FERTILIZERS LIMITED
DEFINITIONS OF TERMS

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

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

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

"The Bidder" (including the terms "tenderer", "consultant" or "service provider") in certain context means any eligible person, firm or company, including a consortium (that is association of several persons, or firms or companies) participating in the procurement process with a procuring entity.

"Notice Inviting Tenders(NIT)" (including the term 'invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the procuring entity, which informs the potential bidders that it intends to procure goods, services and/ or works.
- 2. The "ENGINEER-IN-CHARGE" shall mean the person designated as such by NFL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
- 3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
- 4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.
- 5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.
- 6. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or

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Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.

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

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

9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.

10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.

11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.

12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.

13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.

14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.

15. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.

16. "ZERO DATE" shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier or as mentioned in work order.

17. "GTC/GTCC" means General Terms & Conditions of Contract. "STC" shall mean Special Terms and Conditions of the contract.

18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTC. In case of any discrepancy or inconsistency between technical terms and conditions, special terms and conditions and general terms and conditions, the following order of preference shall be followed:

- a) Scope of Work /Technical Terms and Conditions
- b) Special Terms and Conditions
- c) General Terms and Conditions (GTC/GTCC)

19. "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents
20. "Class-1 local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 20171;
21. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 20172;
22. "Competent Authority" means the officer (s) who have been delegated the financial powers to approve the decision.
23. "e-Procurement" means the use of information and communication technology (specially the internet) by the procuring entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures;
24. "Enlistment" means including the name of the contractor in the list of after verification of credentials.
25. "Goods" includes all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, medicines, railway rolling stock, assemblies, sub-

assemblies, accessories, a group of machineries comprising an integrated production process or such other categories of goods or intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc., for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance

26. "Invitation to (pre-)qualify" means a document including any amendment thereto published by the procuring entity inviting offers for pre-qualification from prospective bidders;
27. "Invitation to Enlist" means a document including any amendment thereto published by the procuring entity inviting offers for bidder enlistment from prospective bidders;
28. "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent³.
29. "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 20174
30. "Pre-qualification (bidding) procedure" means the procedure set out to identify, prior to inviting bids or along with tender, the bidders that are qualified to participate in the procurement;
31. "Pre-qualification document" means the document including any amendment thereto issued by a procuring entity, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify;
32. "(Public) Procurement Guidelines" means guidelines applicable to Public Procurement, consisting of under relevant context a set of- i) Statutory Provisions (The Constitution of India; Indian Contract Act, 1872; Sales of Goods Act, 1930; and other laws as relevant to the context); ii) Rules & Regulations (General Financial Rules, 2017; Delegation of Financial Power Rules and any other regulation so declared by the Government); iii) Manuals of Policies and Procedures for Procurement (of Goods; Works; Consultancy/ other services or any for other category) promulgated by the Ministry of Finance and iv) Procuring

Entity's Documents relevant to the context (Codes, Manuals and Standard/ Model Bidding Documents);

33. "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to enlist or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the contract;
34. "Procuring Entity" (including Procuring Authority or Employer) means any Ministry or Department of the Central Government or a unit thereof or its attached or subordinate office to which powers of procurement have been delegated;
35. "Prospective bidder" means anyone likely or desirous to be a bidder;
36. "Reverse auction" (or the term 'Electronic reverse auction' in certain contexts) means an online real-time purchasing technique utilized by the procuring entity to select the successful bid, which involves presentation by bidders of successively more favorable bids during a scheduled period of time and automatic evaluation of bids;
37. "service" is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services';
38. "Subject matter of procurement" means any item of procurement whether in the form of goods, services or works or a combination thereof;
39. "Works" refer to any activity, sufficient in itself to fulfill an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (i) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.

Annexure-X

GENERAL TERMS & CONDITIONS (GTC/GTCC)

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



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

- b) NFL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.
- c) Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which NFL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.
- d) In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to NFL, then NFL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, NFL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on NFL.

- 6.5 Liability of NFL shall be restricted to the amount of GST only, and any interest/ penalty etc. shall be to the contractor's account.
- 6.6 Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.
- 6.7 As per GST, the liability towards payment of GST lies with the service provider, so NFL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (NFL) shall comply with the same as the service receiver.

7.0 The rates quoted by the tenderer will be firm for the currency of the contract period including extension if any and will not be subjected to escalation irrespective of any increase what so ever, except where escalation clause is specifically mentioned in the tender document for labour oriented contracts.

8.0 The Tenderer should deposit Earnest Money and Tender Fees of value mentioned in the NIT by an A/C Payees Demand Draft / Bankers Cheque drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Vijaipur" payable at Vijaipur / Online Transfer. The Earnest Money and Tender Fees shall not be accepted in any other form except specified. Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender will not be opened and it will be considered as rejected.

The EMD shall be forfeited and appropriated by NFL in regard to the NIT without prejudice to any other right or remedy to NFL under the following conditions:

- a) If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder.
- b) If the bid is varied or modified in a manner not acceptable to the NFL during the validity or agreed extension validity period duly agreed by the bidder.
- c) In the case of a successful Bidder, if the bidder fails to commence the work awarded to him or sign the Contract agreement in accordance terms of Contract.
- d) In the case of a successful Bidder If the successful bidder fails to furnish Security Deposit /Performance Guarantee in accordance terms of Contract.
- e) If bidder is delisted/debarred or blacklisted by NFL.

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

8.1 Bid Validity:

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

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

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

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

9.0 The following tenders will be liable to be rejected:

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

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

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

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

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

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



company.

- 14.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
- 15.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.
- 16.0 **QUANTUM OF JOB:** Estimated value of work has been worked out on technical assessment / on the basis of job executed in past. NFL will not give any guarantee for minimum billing, minimum quantum of work during the period / currency of the contract.
- 17.0 **RISK AND COST:** If the Contractor is unable to execute the work any loss incurred by the company in this respect, will be, to the Contractor's account. The company may also terminate the contract after giving a notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% + applicable GST to the Contractor.
- 18.0 **VALIDITY OF THE CONTRACT:-** The Contract shall remain valid for a period as specified in STC/NIT reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice to 7 days be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.
- 19.0 **FORCE MAJEURE:-** The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract by giving notice to the other party.
For delays arising out of Force Majeure neither NFL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.
- 20.0 **LOSS TO PLANT DURING EXECUTION:** Any damage or loss caused to plant Equipment etc. during execution of this contract will be made good by the contractor at his own cost and risk.



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

25.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a) Measurement and Billing:

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

b) Running Account Payment:

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

c) Completion Certificate/Final Bill:

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

d) Final Certificate:

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

26.0 TERMS OF PAYMENT:

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

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

- after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made within a period applicable as per MSME Act or payment terms as per NIT/WO, whichever is earlier.
- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No. (All digits in case of CBS branches), Place of branch, Branch Code (IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.
 - c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.
 - d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.
 - e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.
 - f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.
 - g) In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:
 1. Payment of final bill will be made to the contractor after submission of certificate from CISF Gate that all the gate passes issued to the labourers of the contractor have been returned alternatively no objection certificate may be provided from CISF.
 2. The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.
 3. Return of empty packing material, scrap and unconsumed material issued by NFL.
 4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.
 5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against any such claim/demand made in future.
 6. Following documents (as applicable) and documents to comply with statutory requirement shall be submitted along with the final bill after the successful execution of the job:
 - a. Undertaking for compliance of the labour laws in the prescribed format
 - b. No claim certificate in the format approved by NFL
 - c. Copy of the Form 19 (or) Form 13 of employees sent to PF office.
 - d. No dues certificate form respective sections.
 - e. Self attested copy of the PF challan
 - f. Self attested copy of the ECR with respect to PF deposit, separately for this contract.
 - g. Indemnity letter regarding PF dues in the prescribed format.
 - h. Self attested copy of the wage sheet, attendance record, employee register and loan/recovery in revised format of A,B,C&D.
 - i. Return of Gate passes issued by CISF / NOC from CISF

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