

**NOTICE INVITING TENDER**  
**(Open Tender)**  
**FOR**  
**SAFETY AUDIT**  
**OF**  
**ALL UNITS OF NFL FOR FY 2024-25**  
**ALONG WITH PRE-QUALIFICATION OF THE PARTIES**  
**FOR NEXT THREE YEARS (UPTO 2026-27)**



**NATIONAL FERTILIZERS LIMITED**  
**( A Govt, of India Undertaking )**

A-11, Sector – 24, NOIDA (UP) – 201301  
Phone No. : 0120-2412294, Fax No. : 0120-2412397

LAST DATE OF SUBMISSION OF TENDER: \_\_\_\_\_ BY \_\_\_\_\_ PM

Tender No: NFL/CO/TECH/2024-25/01

Dated: \_\_\_\_

**NFL/CO/TECH/2024-25/01**

**E-Tender (through GeM Portal), No bid will be accepted in physical form**

**COVERING LETTER OF NIT INSTRUCTIONS TO THE TENDERED AND  
TENDER CONDITIONS**

To

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**Sub: NIT for SAFETY AUDIT OF ALL UNITS OF NFL FOR FY 2024-25  
ALONGWITH PREQUALIFICATION OF PARTIES FOR NEXT THREE YEARS  
UPTO FY 2026-27.**

Dear Sir,

Bids are invited through GeM ( Government e- Market place) for the work as per  
following details:

1)	Name of Work:	<b>SAFETY AUDIT OF ALL UNITS OF NFL FOR FY 2024-25 ALONGWITH PREQUALIFICATION OF PARTIES FOR NEXT THREE YEARS UPTO FY 2026-27.</b>  <b><u>Parties who will be prequalified as per PQC of NIT will be kept valid for three years i.e. up to FY 2026-27.</u></b>
2)	Earnest Money:	<b>Nil.</b>
3)	Estimated Value of the work :	<b>Rs. 3.21 lakh including GST@18%.</b>
4)	Validity of Tender	<b>120 days</b> from the Date of Opening of tender/Technical Bids.
5)	a) Validity / Period of Contract	<b>12 Months</b> from the date of award of the Contract
	b) Time of Completion:	<b>Within 70 days from issuance of WO.</b>
6)	Last date and time of Issue of Tenders:	<b>As per GeM portal</b>
7)	Last date and time of Receipt of Tenders:	<b>As per GeM portal</b>
8)	The date and time of Opening of Tenders:	<b>As per GeM portal</b>
9)	Place of receipt and Opening of Tenders:	ON GeM portal & opening of portal in the office of DGM(Tech)/Sr Mgr(Tech)
a)	Price bid opening date & time	To be notified later

## **SPECIAL INSTRUCTIONS TO BIDDERS**

- 1) For further details, visit GeM Portal site i.e. <https://gem.gov.in/>. Tender particulars are also available on NFL website. Any further amendment/modification to the NIT will be displayed only on GeM portal. Bidders are requested to visit GeM Portal regularly in their own interest to check for any amendment/modification to the NIT.
- 2) The NIT will be posted on GeM Portal <https://gem.gov.in/> from where Vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online.
- 3) No oral, email, telephone, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- 4) For queries regarding GeM process, you may contact GeM helpdesk. Contact details are as under:

GeM Helpdesk (For Vendors)

Toll Free numbers (Inbound): Call  
1800-419-3436/1800-102-3436  
(9:00 am-10:00 pm Mon to Sat)

Helpdesk Outbound No's:07556681401; 07556685120; 01169095625.

- 5) All requests for interpretation, clarification & queries in connection with tender shall be addressed, as given at Sr. No.12 below, at least 3 (three) days prior to the closing date of the tender.
- 6) The rates should be quoted in the units given in the Schedule of Rates/Price bid section at GeM portal format only. The rates quoted shall be valid for 120 days from the date of opening of Technical bid for the acceptance.
- 7) The tenderer shall quote single rate against each item and not the multiple rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed.
- 8) 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.
- 9) Incomplete Tenders or Tenders not accompanied with the required Details / Documents / EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.
- 10) Bidders must submit/upload one set of the tender documents duly signed as token of acceptance of all the tender conditions along with their techno-commercial bid failing which their tender may not be considered.
- 11) Tender documents should be submitted along with duly filled with Earnest money, Technical and Commercial bid as per Eligibility Criteria requirement, all Annexures, and Price bid.
- 12) In case of any help/clarification, you may contact any one of the following:

M/s National Fertilizers Limited-Noida (For Tender details)

Mr. Kuldip Singh DGM (Technical), National Fertilizers Limited, CO Noida, A-11, Sector-24, Noida-201301. Mob: 9463288890 e-mail: kuldip.singh@nfl.co.in	Mr. Abhinav Kumar Srivastava Sr. Mgr (Technical), National Fertilizers Limited, CO Noida, A-11, Sector-24, Noida-201301. Mob. 7065812200 e-mail : aksrivastava@nfl.co.in
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Kuldip Singh  
DGM (Tech)

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## 1. INSTRUCTION TO BIDDER

### A.1 Introduction:

National Fertilizers Limited (NFL), a Govt. Of India undertaking hereinafter referred to as OWNER, operates five, Ammonia-urea manufacturing plants, located at 04 locations (Nangal, Panipat, Bathinda, Vijaipur) as per following details:

	Unit	Nangal	Bathinda	Panipat	Vijaipur-I	Vijaipur-II
Ammonia Plant	MTPY	3,13,500	2,97,000	2,97,000	5,77,500	6,15,120
Urea Plant	MTPY	4,78,500	5,11,500	5,11,500	9,99,900	10,66,230
Raw Material		NATURAL GAS	NATURAL GAS	NATURAL GAS	NATURAL GAS	NATURAL GAS

The company is also manufacturing various other products as mentioned below:

S. No.	Unit/Location	Industrial Product
1	Nangal	Nitric acid, Sodium Nitrate, Sodium Nitrite & Ammonium Nitrate.
2	Bathinda	Agrochemical
3	Panipat	Bentonite Sulphur
4	Vijaipur	Bio Fertilizers

The above plants consist of an Ammonia-Urea complex integrated with off-site facilities e.g. raw water treatment, DM water, Steam and power production facilities, Effluent treatment, inert gas generation, cooling water system etc.

NFL invites bids from parties/companies for conducting safety audit of all the five plants of NFL at 04 Units/locations i.e. Bathinda, Nangal, Panipat and Vijaipur as per scope of work in tender document.



## A.2 Pre-Qualification Criteria /Eligibility Criteria:

Bidders/parties must meet the pre-qualification criteria as tabulated below and must submit the documents as desired. Bidders who do not meet the PQC and do not submit/produce the desired documents will not be considered and their bids will be disqualified.

S.No.	Requirements	Documents required
<b>Essential requirements</b>		
1	<p><b>APPROVED BY DGFASLI</b> (Director General Factory Advice Service and labour Institute):-Bidder must be approved by DGFASLI for conducting such safety audit as explained below.</p> <p>i. If the bidder is an auditor, he shall be approved by DGFASLI to carry out Safety audits and shall have a valid approval.</p> <p>ii. If bidder is a firm, the firm shall have a minimum of 1 (one) Safety Auditor approved by DGFASLI to carry out safety audit with a valid approval. The auditor shall not be changed till the completion of the audit and submission of the report or without the permission of NFL in writing.</p>	Copy of DGFASLI approved Certificate shall be submitted.
2	<p><b>EXPERIENCE DETAILS</b> The bidder must have carried out Safety audit of large scale manufacturing Units handling Hazardous Chemicals like Fertilizers plant complex with Ammonia-Urea Production Plant / Petroleum Refinery / Petrochemical Unit in at least two plants at different locations in the last Seven years out of which one audit should be in the last three (3) years i.e. 2021-22, 2022-23 &amp; 2023-24.</p>	<p>Bidder to submit below mentioned two documents</p> <p>i. Copy of Work Order/ Contract document/ LOI related to the subject works. Copies of completion certificates and details of work shall be submitted.</p> <p>ii. Experience criteria shall be submitted as per Exhibit-1.</p>
3	<p><b>FINANCIAL CAPABILITIES</b> 1. Average Annual turnover should be at least Rs.</p>	i. Copies of self-attested copies of audited Balance

	<p>1.00 lakh for the last three years i.e. for FY 2021-22, 2022-23 &amp; 2023-24.</p> <p>2. Positive net worth as on 31.03.2024.</p>	<p>Sheet and Profit &amp; Loss A/c with UDIN of Chartered Accountant for the last three FYs i.e. 2021-22, 2022-23 and 2023-24.</p> <p>In case the bidder do not fail under the ambit of statutory audit and do not have audited annual reports/audited balance sheet and Profit &amp; Loss statements, shall submit a statement indicating year wise turnover certified by statutory auditor/practicing chartered accountant with UDIN.</p> <p>ii. Furnish all information as per Exhibit – 2.</p>
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### **A.3 SCOPE OF WORK:**

NFL intends to conduct Safety Audit of all the five plants of NFL located at 04 locations i.e. Nangal, Panipat, Bathinda, Vijaipur as per scope of work enumerated in the following paragraphs.

#### **A. The scope of work for Safety Audit Study of all four locations of NFL shall include, but not limited to the following:**

- 3.1 Review of existing operation procedures vis-à-vis standard operating procedures prescribed by the process supplier for safe operation of Equipment, Machinery and Plants.
- 3.2 Review of Maintenance & Inspection practices followed by the units. This shall include review of NDT System reporting, follow up action and availability of latest systems for assessing health of equipment.
- 3.3 Review of Rail Track Safety Systems.
- 3.4 Review of Safety Interlocks for Operation and Maintenance.
- 3.5 Review of movements of trucks, tankers and wagons inside the factory keeping in view road safety vis-à-vis plant safety.
- 3.6 Review of On-site Emergency Preparedness Plan, Mock Drill & Rescue Operations. Party should get the Mock Drill conducted during the Safety audit.
- 3.7 Review of fire Fighting, Fire Alarms and communication system and their adequacy with respect to:
  - Safe working procedures
  - Emergency preparedness

The maintenance norms for Fire Hydrant and related equipment shall be specified by the BIDDER in his report.
- 3.8 Review of system for Periodic checking of Safety valves, Hydrostatic Testing of pressure vessel, lifting tools & tackles, cranes and other provision/obligations covered under statutory regulations including maintenance of records.
- 3.9 Adequacy of instrumentation system & interlocks and its maintenance norms.
- 3.10 Adequacy of electrical systems, methods for Carrying out jobs such as Work online system, Earthing system, Earth pit records, Preventive maintenance of substations etc.
- 3.11 Accidents/unsafe occurrences/near misses happened during the last three years, based on the records available, be studied and analyzed and should recommend preventive measures to avoid repetition.

- 3.12 Identification of critical plant areas, equipment, piping, supports and structures subjected to high stress corrosion and at severe operating conditions requiring regular monitoring and attention vis-a-vis plant safety.
- 3.13 The Safety Audit report should recommend necessary measures required to reinforce critical plant and equipment grey areas/system for improved safety performance and procedures to be followed in plants.
- 3.14 Review of Occupational Safety and Health (OS&H) policy, organizational setup, education and training, employee's participation in OS&H Management, Motivational and Promotional measures for OS&H, Safety Manual and Rules. SWOT (Strength, weaknesses, opportunities and threats) analysis will be carried out to highlight these areas for Top management.
- 3.15 At least one case study related with each unit about leakage of Toxic gas or bursting of pressure vessel, pipeline etc containing toxic/flammable gases, spillage of corrosive/flammable liquids is to be included in the report/study. It will be in consultation with respective Unit's requirement.
- 3.16 Compliance with statutory requirements.
- 3.17 New equipment review/inspection.
- 3.18 Accident reporting, investigation, analysis and implementation of recommendations.
- 3.19 Risk assessment including Hazard identification.
- 3.20 Health & safety improvement in plans/targets.
- 3.21 Use of Personal Protective Equipment (PPE) in the plants and its adequacy.
- 3.22 Good house keeping and measures.
- 3.23 Machine and general areas guarding.
- 3.24 Ventilation, illumination and noise.
- 3.25 Work Environment monitoring system.
- 3.26 Safety Work Permit System i.e. Class-I&II and Permit to Work (PTW).
- 3.27 Fire prevention, protection and fighting systems.
- 3.28 Process/Plant modification procedure.
- 3.29 Transportation of hazardous substances/waste.
- 3.30 Hazardous Waste Treatment and disposal.
- 3.31 Safety in Storage and Warehouse.
- 3.32 Contractor's personnel Safety Systems and training.
- 3.33 Safety for Customers (including material data sheets).

- 3.34 Review of Periodic medical examination for persons working in critical areas including medical and first aid facilities available.
- 3.35 Review of procedures for transportation, storage and handling of Gas cylinders.
- 3.36 Review of local vent system (Ammonia and other Gases etc)
- 3.37 Review of Safety Organization & Systems, Safety & procedures etc.
- 3.38 Condition monitoring & maintenance procedures of critical equipment.
- 3.39 Summary of plant wise Observations & Recommendations in respect of conditions of plants with respect to leakage of steam gases, water & oil, corrosion & painting of equipment.
- 3.40 All plants and facilities covered for the Safety Audit/Study located at Panipat, Bathinda, Nangal and Vijaipur (both line-I&II) include but not limited to the following:
  - i) Ammonia Plant covering all the sections.
  - ii) Urea Plant and its sections including Urea Prilling Tower, Bagging, Urea handling & Storage.
  - iii) Off site plants include DM Water Plant, Cooling Water System, Raw Water Filtration section and Sewage Treatment Plant including Chlorine Handling.
  - iv) Coal handling, Naphtha unloading & storage.
  - v) Ammonia loading, unloading and storage.
  - vi) Effluent Treatment Plants at Nangal, Bathinda, Panipat and Vijaipur.
  - vii) Captive Power & Steam Generation group of Plants, all workshops i.e. main and sites, in different plant and MCC/Electrical Sub Stations etc.
  - viii) Acid, Alkali loading and unloading system and their Storage.
  - ix) Rail and Road Transportation System for Raw Material and Products including intermediate/by products.
  - x) Sewage treatment plant.
  - xi) Chemicals & General stores.
  - xii) Nitric Acid, Sodium Nitrite/Nitrate plants only at Nangal.
  - xiii) Ammonium Nitrate plant only at Nangal.
  - xiv) Bentonite Sulphur Plant at Panipat.

**B. Review of Safety Audit study conducted in previous year:**

The BIDDER is required to review the Safety Audit reports prepared in the previous Year for all the four locations/Units of NFL. One copy of Safety Audit

Report of each location shall be provided to the BIDDER on returnable basis, after submission of draft report for their reference/study. The BIDDER shall review the action taken on the report and update the same.

#### **4. METHODOLOGY**

The following is the tentative methodology, which may be adopted for carrying out the safety audit studies:

- i) The Safety Audit Study shall be conducted by a team of experienced technical expert from Process, Mechanical, Electrical & Safety discipline etc. having in depth experience in Chemical Plants, large Ammonia-Urea fertilizer complexes and related industries like Petrochemicals & refineries. One of the auditors should be designated as the lead auditor and should have overall charge and responsibility. At least one of the Auditors in the team should be DGFASLI certified.
- ii) The CONSULTANT shall furnish a list of questionnaire to the NFL within one week of Zero Date seeking information on plants in connection with preparation of Safety Audit Reports. NFL shall return the filled up questionnaire to the CONSULTANT in about two weeks' time.
- iii) After receiving the filled up questionnaire, the Audit team shall visit Units within four weeks of zero date for collection of information and site study. The personnel employed shall be of sound knowledge in the respective field. The CONSULTANT shall be bound to change the personnel deployed if any of them is considered unsuitable by NFL and decision on this account shall be final and binding on the CONSULTANT without any questioning.
- iv) During the visit to NFL units, the team shall go round the plants, note down the problems on leakage, vibrations, safety valves, operation and maintenance procedures and hold discussions with the plant personnel etc. necessary for preparation of the reports.
- v) Based on the data collected as above, the CONSULTANT shall prepare a draft report and submit to NFL the Hard/ Soft copy each for all Units.
- vi) The report shall be examined at NFL's end and observations on draft reports shall be conveyed to the CONSULTANT. Following this, a meeting shall be arranged at Corporate Office/Units for discussion on the reports, if & as required.
- vii) The CONSULTANT shall submit final reports after incorporating observation of NFL in six (06) copies of Hard & one soft copy for each unit and one copy of each Unit for CO additional, indicating serial number, observations, recommendations and actions.
- viii) One copy of safety audit report for NFL Units of previous year shall be made available to the consultant for review or returnable basis, after submission of draft report. Bidder shall not keep any of the previous reports with him.

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## **2. SPECIAL TERMS & CONDITIONS**

### **1. SUBMISSION OF BID BY THE BIDDER**

#### **TECHNO-COMMERCIAL BID**

The bidders shall furnish the following information also along with their bid in technical bid:

- (a) One copy of this Tender Document duly signed on each page as token of acceptance of scope of work and all terms & conditions of NIT.
- (b) Certificate of DGFASLI.
- (c) Copies of registration certificate/documents defining the constitution or legal status of tenderer, place of registration.
- (d) GST registration certificate.
- (e) PAN number
- (f) Copies of EPF, ESI registration nos.
- (g) All Pre-qualification Criteria Documents i.e. Exhibit-I & II.
- (h) Bidder shall provide information on the current commitments on all the contracts that have been awarded or for which letter of intent (LOI) has been received or CONTRACTS approaching completion but for which an un-qualified Completion Certificate is yet to be issued (Exhibit-III).
- (i) Organizational chart of their organization (Exhibit-IV).
- (j) Company's Organisational Details (Exhibit-V).
- (k) The bidder shall have adequate experienced Engineering/Technical staff from Process, mechanical, electrical & qualified Safety Officer for conducting Safety Audit for Fertilizer plants. At least one of the auditors should be DGFASLI certified. The Bidder shall furnish general information/bio-data of the above-mentioned Engineers available with them. The Engineers shall have experience of conducting safety audits of Ammonia-Urea fertilizer complexes/Refinery/ Petrochemical units in at least two plants at different locations in the last seven years out of which one should be in the last three years. Self-attested copy of Company's PAN, GST No. and EPF Registration No. shall be submitted (Exhibit-VI).
- (l) Certified/Notarized copy of Power of Attorney/Authorization to sign the tender/ bid.
- (m) Affidavit regarding Blacklisting (Exhibit- VIII)
- (n) Bidder's Declaration (I, II & III) as per Exhibit- IX, X & XI.
- (o) Time Schedule on a Bar Chart.
- (p) If firm is registered under Micro Small Medium Enterprises (MSME)/ National Small Industries Corporation (NSIC) category, submit the relevant documents of registration as a proof.
- (q) Tenderer should provide declaration on their letter head that they bind themselves to abide by NFL's General Terms and Conditions of Contract (GTC).
- (r) No Security Deposit is applicable to the tender (as per the GeM portal).

**2. Price to be Firm:**

The fee/charge quoted by the CONSULTANT shall remain firm till the execution of the CONTRACT. No escalation on the quoted rates shall be allowed till the completion of work.

**3. Deviation to NIT:**

No deviation to scope of work, general terms & conditions & other requirements of NIT shall be acceptable. Bidders shall confirm to all conditions of NIT to facilitate opening of price bid immediately to avoid loss of time.

**4. Time schedule for execution of the assignment:**

The Safety Audit, in full respect, shall tentatively start from ZERO DATE & will be completed within a period of 70 days. The schedule shall be strictly followed and shall include the time required for field visit, data collection, analysis, submission of draft report, final report etc. as per scope of work.

It is presumed that the review of draft audit report shall be completed and comments if any shall be furnished by NFL within 14 days on receipt of the draft audit report. The period of 70 days shall include the above period of 14 days specified for review and furnishing of comments by NFL. In case NFL takes more time above 14 days for review and furnishing of comments, the period of completion of 70 days shall be enhanced to cover the extra time taken by NFL without imposing liquidated damages for delay in completion.

**5. Time Schedule Bar Chart :**

Bidders shall enclose a time bar chart as per 1 (o) above showing various activities starting from zero date like submission of Questionnaire and receipt of answers, site mobilization and visits, schedule of testing if any, preparation of draft report, discussions and final reports for submission to NFL. Total expected time schedule for final report submission is 70 days from zero date.

**6. Charges/Fee for carrying out subject studies :**

The bidders shall furnish their lump sum charges/fee in Price Bid (excel sheet at GeM portal only) for carrying out Safety Audit Studies for the year 2024-25 as per scope of work mentioned in this NIT and review of Safety audit Studies already conducted for the year 2023-24 for corresponding units of NFL and preparation of reports.

All expenses towards transport of their personnel to all sites of NFL, boarding and lodging of the CONSULTANT's engineers/workmen at site, insurance of personnel visiting the site, the cost of the deploying testing equipment at site if any, their transportation etc. shall be borne by the successful bidder (CONSULTANT). No other charges shall be admissible/reimbursable.

**7. Terms of payment for the CONSULTANT (after acceptance of letter of intent by the successful bidder):**

NFL offers the following terms of payment to successful bidder and no deviation is expected.



- a) 50% of agreed lump sum charges/fee on submission of Draft Reports in Hard & soft copy for each Unit and invoice in duplicate.
- b) Balance 50% on submission and acceptance of final reports (in 06 copies & one soft copy for each Unit and one hard copy of each Unit for CO) after adjustment of levy of Mutually Agreed Damages (MAD) as per Clause 8 of Special Terms & Conditions.
- c) Applicable GST and any other taxes and duties shall be mentioned in the respective invoice for payment. Any variation in the rates of taxes, duties etc. shall be to the Owner's account during contractual completion period only. It shall be duty of CONSULTANT to deposit the statutory taxes and duties to the Government of India under intimation to the OWNER.
- d) Income tax shall be deducted at source from the payment as per Income Tax Act, 1961 unless Income Tax Exemption Certificate from the Income Tax Commissioner is submitted along with the invoice.
- e) Payments shall be processed and released within 30 days from the date of receipt of invoices in all respect and all other completed documents as required.

## **8. DELAY IN COMPLETION AND MUTUALLY AGREED DAMAGES**

The time period for completion of the work as specified and stipulated in the NIT/CONTRACT to be signed between OWNER and the CONSULTANT is deemed to be the essence of the CONTRACT/Work Order. In the event of delay by the CONSULTANT in the completion of work beyond agreed time schedule of completion, or within such extended time as may be permitted in accordance with clause 11.0 below, mutually agreed damages @ 1.0 % of the "Basic Contract Value plus GST" per week (Seven days) of delay attributable to the CONSULTANT or part thereof will be levied on the CONSULTANT subject to a maximum of 10 % (ten percent) of the agreed basic Fee/Charges. The OWNER will deduct said damages from the final payment payable to the CONSULTANT and/or any other money due to the CONSULTANT under these presents or may recover it otherwise.

## **9. Award of Contract:**

Notification for Award of Contract in the form of LOI or Work Order will be send by letter/ fax/email to the successful bidder by the Owner.

The successful bidder on receipt of LOI/Work Order shall give his acceptance of LOI/Work Order immediately by return post/fax/email.

## **10. CONTRACT**

The successful bidder shall be required to execute a CONTRACT with the OWNER within 15 (fifteen) days of the receipt by him of the Letter of Intent (LOI)/Work Order for carrying out the works according to the NIT document and/or as per agreed scope of work and terms and conditions. The CONTRACT to be executed will be in the prescribed format enclosed with this NIT at Annexure-II on a non-judicial stamp paper of appropriate value.

## **11. TIME EXTENSION**

If the CONSULTANT requires any extension of time for completing the Work under the CONTRACT he must apply to be OWNER within seven days from the date of the occurrence of the event on account of which he desires such extension. OWNER shall have sole and unfettered discretion while deciding the request of the CONSULTANT for extension of time. The decision of NFL shall be final and binding to the CONSULTANT.

## **12. DEFINITIONS & CODES APPLICABLE**

In the NIT/CONTRACT the following words and expressions are used in the following senses, unless a contrary intention appears from the context:

- 12.1 'OWNER' shall mean National Fertilizers Ltd. (NFL) incorporated in India, having its registered office at Core-III, Scope Building, 7- Institutional Area, Lodhi Road, New Delhi – 110003 and Corporate Office at A–11, Sector – 24, Noida – 201301, Distt. Gautam Budh Nagar (UP).
- 12.2 'NOTICE INVITING TENDER' (NIT) shall mean and include the present NIT document together with such supplements and addendum which may be issued by the OWNER from time to time, detailing therein the scope of job/tasks to be under taken and executed by the BIDDER/CONSULTANT for the proposed Safety Audit Studies for the year 2024-25 for all Units of NFL including review of safety audit studies conducted in 2023-24.
- 12.3 'BIDDER' shall mean the firm/party to whom this NIT is issued and quotes in response to the NIT issued by the OWNER.
- 12.4 'BID' shall mean offer/proposal/document that the bidder submits in the required and specified form in accordance with the provision of NIT duly signed by the bidder's legally authorized signatory under seal of his firm/company.
- 12.5 '**HEADINGS**' shall mean the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the contract.
- 12.6 '**SINGULAR AND PLURAL WORDS**' importing the singular only also include the plural and vice-versa where the context requires.
- 12.7 '**MTPD**' shall mean Metric Tonne Per Day.
- 12.8 '**NG**' shall mean Natural Gas.
- 12.9 '**NDT**' shall mean Non-Destructive Test.
- 12.10 '**MTPY**' shall mean Metric Tonne Per Year.
- 12.11 'DAY' shall mean a calendar days.
- 12.12 'CONTRACT' shall mean an indenture/agreement executed on non-judicial stamp paper of appropriate value between OWNER and successful bidder and shall include Offer of the Bidder/LOI/Work Order/Formal Agreement/NIT document/Accepted schedule of rates, drawings and other Annexure hereto, General terms & conditions of CONTRACT, Special condition of

CONTRACT, correspondence between OWNER and the BIDDER etc. All these documents taken together shall form one document and shall be deemed to form one CONTRACT. The CONTRACT shall be signed by the authorized officers of both CONSULTANT and OWNER in the presence of witnesses as per format enclosed at Annexure-II.

- 12.13 'CONSULTANT' shall mean the firm or party on whom the Letter of Intent/Work order is issued for faithful execution of the work mentioned here in a CONTRACT is signed with the successful bidder and shall include his/her/their heirs, legal representative, successors and permitted assigns.
- 12.14 'ENGINEER-IN-CHARGE' shall mean the person designated as such by the OWNER and shall include those who are expressly authorized to act for and on his behalf for operation of the 'CONTRACT'.
- 12.15 'SITE/UNIT' shall mean the site/Unit of proposed work i.e. Nangal, Bathinda, Panipat and Vijaipur Units of NFL (located in the states of Punjab, Haryana & Madhya Pradesh), for which work is to be performed.
- 12.16 'WORK or WORKS shall mean all the services/tasks/jobs undertaken and to be executed by the CONSULTANT pursuant to/under the CONTRACT from time to time.
- 12.17 'AGREED FEE/CHARGES' shall mean the lump sum amount as agreed between the OWNER and the CONSULTANT to be paid to the CONSULTANT for carrying out the work under WORK ORDER/CONTRACT.
- 12.18 'CONTRACT VALUE' shall mean the sum total 'AGREED FEE' to be paid to the CONSULTANT and all duties and taxes as applicable including GST.
- 12.19 'BASIC CONTRACT VALUE' shall mean the lump sum amount (Excluding all duties and taxes/GST).
- 12.20 LETTER OF ACCEPTANCE OF BID, LETTER OF INTENT (LOI) and/or LETTER OF AWARD OF WORK ORDER shall mean a letter in writing sent by the OWNER  
  
(unless delivered personally or otherwise proved to have been received) by registered post and/or confirmed by a concurrent telex or telecopy transmission to the last known private or business address or the registered office of the CONSULTANT informing/notifying the CONSULTANT that his Bid/Offer has been accepted, subject to conditions as stated therein.
- 12.21 'FINAL ACCEPTANCE' shall mean the OWNER'S written acceptance of the satisfactory execution of work by the CONSULTANT under WORK ORDER/CONTRACT.
- 12.22 'COMPLETION PERIOD' shall mean the period by/during which the WORK shall be completed as agreed herein between the OWNER and the CONSULTANT.
- 12.23 'DATE OF CONTRACT' shall mean the calendar date on which the OWNER and the CONSULTANT sign the 'CONTRACT'.

- 12.24 'ZERO DATE' shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER whichever is earliest.
- 12.25 'DRAWING PLANS' shall mean:
- a) All drawings/sketches/single line diagram etc. furnished by the OWNER as a basis for preparation of proposal/offer.
  - b) Supplementary drawings furnished by the OWNER to clarify and to define in greater detail the intent of the NIT and /or CONTRACT.
  - c) Drawing if any submitted by the CONSULTANT with his proposal, provided such drawings are acceptable to the OWNER.
  - d) Drawing furnished by the OWNER to the CONSULTANT during the progress of the works.
  - e) Engineering data and drawings submitted by the CONSULTANT during the progress of the work provided such drawings are acceptable to the OWNER.
- 12.26 'ACT'/'CODES' shall mean, but not limited to the following, including the latest amendments, and/or replacements, if any.
- a) Indian Electricity Act, 1905 & 2003 and Rules and Regulations made thereunder.
  - b) Indian Factory act, 1948 and Rules and Regulations made thereunder
  - c) A.S.M.E. Testing Codes (ASME-PTC).
  - d) A.I.E.E. Test Codes.
  - e) American Society of Testing of Materials (ASTM Codes).
  - f) Code of Practice on occupational Safety & Health Audit as per Bureau of Indian Standards code IS 14489-1998.
  - g) Arbitration and Conciliation Act, 1996 and Rules made thereunder.
  - h) Environment (Protection) Act, 1986 and Rules and thereunder.
  - i) OHSAS – 18001.
  - j) MSIHC Rules 1989 and Amendments.
  - k) Indian Boiler Acts and Rules.
  - l) Gas Cylinder Rules and SMPV Rules.
  - m) Petroleum Acts and Rules

### **13. MAKE IN INDIA**

Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No: P-45021/2/2017-BE-II dated 15th June 2017 of DIPP and subsequent orders issued shall be applicable in this tender.

Contractors seeking benefits under preference to Make In India (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 as per latest amendment.

- a) Minimum local content: - The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.
- b) Margin of Purchase Preference: - The margin of purchase preference shall be 20%.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.

Being domestic tender, only 'Class-I Local supplier' and Class-II Local Supplier as defined in "Public Procurement (Preference to Make in India) order 2017" dt: 16/09/2020 shall be eligible to bid in this tender.

In case of procurement for a value up to Rs.10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (as per Annexure-II) that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs.10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.

A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment.

A self-certificate to the effect that the contractor has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.

In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 contractor as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content Vendor will be evaluated with 20% purchase preference.

NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, contractor shall have to submit the relevant certificate issued by concerned authority.

In case a contractor is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the contractor should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the contractor based on the declared option subject to the contractor meeting the requirements contained in that purchase preference policy.

In case a MSE contractor opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Contractors under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security/EMD, if any, shall continue to be available to MSE Contractors.

In case a MSE contractor wants to avail the purchase preference, the contractor must be a manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for MSEs. In respect of bid for services; the contractor must be the Service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No: P-45021/2/2017-BE-II dated 15th June 2017 of DIPP and subsequent orders issued shall be applicable in this tender.

Bidders seeking benefits under preference to Make In India (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 as per latest amendment.

#### **14.0 BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

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 stipulated that 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 creditor 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.

#### **15.0 Model Clause**

**Certificate (as per Annexure-VII) of Restrictions under rule 144-xi (as per Annexure VIII) of the General financial Rules (GFRs) 2017, dated: 23.07.2020 to be uploaded.**

NFL reserves the right to accept or reject any or all quotations in whole or part without assigning any reason whatsoever.

## **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.
- 8.0 All Statutory Provision shall be followed and applicable even if occurred after placement of W.O. but did not exit at the time of Tender. However additional statutory implication levied by State / Central Govt after last date of submission bid shall be to NFL account and shall be reimbursed on submission of proof of payment by the Contractor.
- 9.0 The Tenderer should make a deposit of Earnest Money and Tender Fees as per Tender Documents by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Bathinda/Nangal/Panipat/Vijaipur Unit " payable at Bathinda/Nangal/Panipat/Vijaipur /Noida or through payment link provided on our website ([www.nationalfertilizers.com](http://www.nationalfertilizers.com)) and details to be indicated in Tender document which is to be submitted in Envelop-I. The Earnest Money and Tender Fees shall not be accepted in any other form except as 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 may be forfeited and appropriated by NFL 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 of 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.
  - d) In the case of a successful Bidder fails to furnish Security Deposit /Performance Guarantee.
  - e) If bidder is delisted/debarred or blacklisted by NFL.
- The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.

9.1 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.

- 10.0 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.
  - d) Offer received after schedule date & time of submitting the offer would be out rightly rejected.
- 10.1 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.
- 11.0 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).
- 12.0 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.
- 13.0 Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be

entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.

- 14.0 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.
- 15.0 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.
- 16.0 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.
- 17.0 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.
- 18.0 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.
- 19.0 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.
- 20.0 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.

- 21.0 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.
- 22.0 NFL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.
- 23.0 If the rate for the additional altered or substituted work are specified in the contract for the work. The Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specifications in the rate contract for that work.
- a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The contractor will be required to obtain prior approval of NFL for rates payable to him for such extra items.
  - b) In case, the Contractor fails to do the extra and/or substituted work. NFL will have the option to get the work done through another agency at the Contractors' risk and cost.

24.0 **SECURITY** (Not applicable for the current tender as per GeM portal guidelines):  
The contractor shall deposit SD towards faithful performance of the contract. The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / Works order value excluding taxes. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value excluding taxes which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD. The balance security deposit amount shall be recovered @ 7.5% from each running bill and the final bill so as to make the total security deposit at 10% of the Contract / Work Order Value excluding taxes. In case work is split between two or more parties, SD shall be submitted based on the value of split order.

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

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

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

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

25.0 **PERIOD OF LIABILITY:** Defect liability period of works shall be 12 month 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.

26.0 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 1<sup>st</sup> week of the succeeding month.

b) Running Account Payment:

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

c) Completion Certificate/Final Bill:

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

d) Final Certificate:

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

27.0 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 with in a period applicable as per MSMED 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(along with ECR and payment confirmation receipt).
- 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 stands 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. No dues certificate form respective sections.
- d. Self-attested copy of the ESI challan along with contribution history, separately for this contract.
- e. Self-attested copy of the PF challan, Payment confirmation receipt, ECR with respect to PF deposit, separately for this contract.
- f. Indemnity letter regarding statutory dues (PF, ESI, Minimum Wages, Labour Welfare Fund if applicable etc.) in the prescribed format.
- g. Self-attested copy of the wage sheet, attendance record, employee register and Loan/recovery in revised format of A,B,C&D.
- h. Return of Gate passes issued by CISF / NOC from CISF.

28.0 PRESERVATION OF FREE ISSUE MATERIAL: All materials issued to the contractor by the owner shall be preserved against deterioration and storage while under contractor's custody, Any damage/losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to wilful negligence on the part of the contractor and he shall be liable to compensate NFL for the losses suffered at panel rates to be determined by the Engineer- in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

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

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

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

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

- a) Invoice price of gas.
- b) Rent for each Cylinder per day.

- c) Department charges.
- d) Cost of collection and return of empty Cylinder.

- 32.0 MATERIAL TRANSPORTATION: The contractor shall make his own arrangement for Transportation of the material from stores to site of work and to the place of erection etc. at his own cost for making temporary stores/work sites, NFL may indicate an area at its own discretion for putting up of a temporary hut/shed.
- 33.0 Liquidated Damages (LD): The time and date of completion of work as stipulated in the contract shall be deemed to be essence of the contract. In the event of work is not completed according to the time schedule, the contractor shall have to pay Liquidated Damages to the NFL at the rates of 1 % of the total value of work excluding taxes for delay of every week or part thereof, subject to a ceiling of 10 % of the total value excluding taxes of the work plus if applicable GST thereon. These Liquidated Damages shall be recovered from the RA/Final Bill of the contractor of this work, or from any other dues of the contractor against any other contract, or from any other dues of contractor lying with NFL.
- 34.0 ENGINEER-IN-CHARGE: The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.
- 35.0 JURISDICTION: Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of Competent authority civil jurisdiction in this behalf at ---- ( place of unit/zo /New Delhi in case of CO/CMO where this contract has been signed on behalf of the owner) and only the said courts shall have jurisdiction to entertain and try such action(s) and / or proceeding (s) to the exclusion of all other courts.
- 36.00 CONCILIATION & ARBITRATION:
- (i) FOR INDIAN PARTIES  
Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this

contract or the validity or breach thereof shall be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

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

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

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

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

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

The Seat and venue of Arbitration shall be at Delhi/Place of respective unit /place of Zonal office.

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.

#### 37.0 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:

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

#### 38.0 SAFETY REGULATION:

The contractor shall observe and abide by all fire and Safety regulations of the NFL. Before starting maintenance work, the Contractor shall consult NFL's Safety Officer or the Engineer-in-charge. If the Safety Engineer is not available, he will do familiarize him with such regulations, copies of which will be furnished to him by NFL, when requested. He shall be responsible for and must make good to the satisfaction of the NFL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the NFL's existing property. All the accidents to contractor's staff will be reported to the Safety Officer promptly.

This will however not relieve the contractor of any statutory obligation. The contractor shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc are to be provided to his workmen by the contractor. However special Safety equipment required as per the job requirement will be provided by NFL free of cost.

For any default / accident / loss due to negligence of Contractor or its workers, the liability of Contractor shall be “Absolute liability”.

#### 39.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

#### 40.0 BIDDER TO ACQUAINT HIMSELF FULLY

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

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

Unless otherwise specifically stated in his bid, it will be assumed that all terms and conditions of NIT are accepted by the bidder without any reservations whatsoever.

#### 41.0 PAYMENT FOR PREPARATION OF BID DOCUMENT : The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

#### 41.1 TERMINATION OF CONTRACT

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 Contractor 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 Contractor of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated after written notice if the Contractor:

i) 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.
- ii) Abandons the work
  - iii) Persistently disregards the instructions of the Company in contravention of any provision of the CONTRACT.
  - iv) Persistently fails to adhere to the agreed program of work.
  - v) Sublets the work in whole or in part thereof without Company's consent in writing.
  - vi) Performance is not satisfactory or work is abnormally delayed.
  - vii) Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the Company within fifteen days after written notice of such default is provided to the Contractor.
  - viii) Conceals any material information or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

#### 41.2 CONSEQUENCES OF TERMINATION

If the contract is terminated by NFL for the reasons detailed under clause no. 41.1 of General Terms and Conditions due to default of the contractor:

- 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 plus 25% towards administrative cost, 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.

#### 41.3 FORECLOSURE:

If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work or to terminate the contract due to any reason including force majeure, regulations or ordinance of any government or for any reasons whatsoever, the Officer in Charge shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure.

Such foreclosure 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.

#### 42.0 RIGHTS OF OWNER

A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and the OWNER reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available.

In the event the Contractor fails to fulfil his obligations under the CONTRACT, the OWNER shall have the right to get the work done by any other agency/own resources at the risk and cost of the Contractor.

43.0 TIME EXTENSION : If the Contractor requires any extension of time for completing the Work under the CONTRACT he must apply to the OWNER within seven days from the date of the occurrence of the event on account of which he desires such extensions and the OWNER may, if he thinks such request reasonable, grant such extension of time as he may think necessary.

The extension of completion date shall also be subject to the right of NFL to claim a reduction in prices on account of reduction in statutory duties / taxes etc. which may take place during the extended period of completion. However, increase in prices during extended completion period on account of increase in statutory duties/taxes etc. admissible under this work order/contract may be considered only if extension is due to delay on the part of NFL .

Any extension of time given under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract. The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.

Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause (by way of Security Deposit), the Contractor shall immediately arrange to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition the contractor shall ensure that the Labour license, Insurance policy are renewed from time to time at his cost during the extended period of contract till the completion of the project.

44.0 CONTINUED PERFORMANCE : The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

- 45.0 Intellectual Property Right : The Contractor shall fully indemnify NFL and all agents, servants and employees of the Company against any action, claim or proceeding relating to infringement or the use of any patent, trademark or design in respect of any article or part thereof included in the Contract. In the event of any claims being made or action being brought against the Company or any agent, or servant, or employee of the Company in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at his cost.
- 46.0 Contractor's Obligations w.r.t. personnel deployed and labor related compliance:
- a) The CONTRACTOR shall be governed by and shall comply with the provisions of various applicable labour laws like Contract Labour (Regulation & Abolition) Act 1970, Payment of Wages Act 1936, Employers Liability Act 1938, Employment of Children Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Minimum Wages Act 1948, Employees' State Insurance Act 1948, Employees' Compensation Act 1923 (in the absence of coverage of employees under Employee State Insurance Act, 1948), Employee Provident Fund & Misc. Provisions Act 1952, Maternity Benefit Act 1961, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Equal Remuneration Act 1976, Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (BOCW) along with BOCW Welfare Cess Act 1996, or any modifications thereof or any other law/ Code (s) relating thereto and rules made thereunder from time to time. (THE ABOVE ACTS ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE.)
  - b) The contractor shall comply with all applicable Central, State statutes/ labour laws/codes/schemes including all other applicable statutory rules and regulations in force relating to the contract and keep NFL indemnified in respect thereof. The contractor shall, to the extent, he is liable, comply with & give all intimation/ notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay, indemnify NFL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded. In case of any violations, omissions, commissions, the consequence/s, if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and NFL shall have no liability whatsoever on this account.
  - c) 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. The contractor shall timely apply and obtain requisite labour licences & other requisite registrations/ licenses/ clearances from the concerned Authorities and submit a certified stamped copy of the same. Contractor shall ensure its uninterrupted continuity throughout the period of contract/ applicability.
  - d) The Contractor shall depute only physically and medically fit 'adult' persons against the contract i.e. persons below the age of 18 years shall not be allowed to be engaged for execution of work. The contractor may employ such persons as He may think fit and the persons so employed shall be employees of contractor for all purposes and shall not be deemed to be in the



- employment of NFL for any purpose whatsoever.
- e) The Contractor shall pay minimum wages directly to the persons employed by him under the Contract, within the stipulated period i.e. by 7th of the following month, by direct credit in his/her bank account through NEFT/RTGS or by way of cheque. The wage rates should not be less than the stipulated minimum wage rates notified by Appropriate Government as per minimum wages act from time to time with respect to the work performed/ rendered, without any discrimination on grounds of caste/ creed/ religion/ gender. CONTRACTOR shall also enrol/cover all eligible/ entitled personnel under EPF, EPS, EDLI, ESI, Labour Welfare Fund, & all the other applicable statutory Acts/ Codes/ schemes and ensure deduction & deposition of the requisite contributions — employee's as well as employer's - for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 15<sup>th</sup> of the following month in case of depositions under ESI Act).
  - f) The Contractor is also required to discharge all other statutory obligations including timely submission of reports, returns to concerned Authorities and maintain updated registers and records in prescribed proforma under all the various applicable statutes/ Labour Laws/Labour Code(s) including the rules made thereunder enacted and/or amended by the Appropriate Government from time to time.
  - g) The contractor shall on monthly basis submit a certified stamped copy of wage sheet in prescribed formats along-with bank transaction details besides documentary evidence in support of wage payment, deduction & deposition of EPF, ESI, Labour Welfare Fund. The contractor shall also submit a certified stamped copy w.r.t. any other payment made/ benefit extended by him towards fulfilment of his statutory obligations under applicable statutes and/or his contractual obligations towards NFL. Submission of these and other requisite documents/ records and proper maintenance and production of the same as when requisitioned by Authorities/ NFL has to be ensured for smooth clearance/ settlement of bills/payments.
  - h) CONTRACTOR shall follow prescribed safety regulations & procedures and shall adhere with safe work practices.

#### 47.0 Specifications and Drawings:

- (1) Adherence to Specifications and Drawings: The whole of the works shall be executed in conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for any loss to NFL.
- (2) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.
- (3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the NFL to the Contractor are deemed to be the property of NFL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the NFL on completion of the work or termination of the Contract.

#### 48.0 Signing of "No Claim" Certificate:

The Contractor shall not be entitled to make any claim whatsoever against NFL under or by virtue of or arising out of this contract, nor shall NFL

entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the NFL in such form as shall be required by NFL after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

- 49.0 No CONTRACT or understanding in any way modifying the conditions of CONTRACT shall be binding upon either parties hereto unless made in writing and approved by both parties.
- 50.0 INDEMNIFICATION: The contractor shall have to furnish Indemnity Bond for value specified in Special Terms and Conditions towards the material being sent for repair (This Clause shall be applicable for repair of materials).
- 51.0 The contract shall be governed by and construed in accordance with the Laws of India.
- 52.0 Integrity Pact: In case of contract valuing Rs 1 crore and above, the Bidder(s) / Contractor(s) is required to enter into an "Integrity Pact" with the Principal i.e. NFL. The Integrity Pact has to be signed by the Proprietor / Owner/ Partner/ Director or by their duly Authorised Signatory. In case of failure to return the Integrity Pact along with the offer/ bid, duly signed by the authority as mentioned above, will disqualify the offer/ bid.
53. Technical Terms and Condition ,Special Terms and Condition are Succeeding to GTC. In case of any discrepancy or inconsistency between Special terms and condition and general terms and conditions, the following order of preference shall be followed :-
1. Scope of work /Technical terms and Condition
  2. Special Terms and Condition
  3. General Terms and Condition (GTC/GTCC)

## **EXHIBIT/ANNEXURES**

**EXPERIENCE DETAILS**

Bidder shall furnish their experience details with reference to work for pre-qualification in line with PQC criteria mentioned in tender document.

S. No.	DESCRIPTION	DETAILS
1	Name of project, location	
2	Description of Work	
3	Name of Owner, Postal Address, Phone, Fax, Email, Contact Personnel	
4	Milestone dates Award of work Zero Date Scheduled Completion Actual Completion Reasons of delay, if any	
5	Scope of Work executed by your organization	
6	Completion Period & date	
7	Whether the copy of work order/ notification for award is enclosed	
8	Type of Project: Whether this work is for: Fertilizer sector Petrochemical Plant Refinery Chemical Industry	

Note:-

1. Confirmed that information furnished as per this format is correct and in case of any original document is required by OWNER, the same shall be submitted by us for verification.
2. For each job detail that the bidder would like to submit for pre-qualification of his bid, shall be submitted on above exhibit, separately.

**EXHIBIT – II**

**A. ANNUAL TURNOVER REPORTS FOR LAST 3 YEARS**

COMPANY	GROSS TURNOVER (INR)	NET PROFIT AFTER TAX (INR)	NET WORTH* (INR)
FY 2021-22			
FY 2022-23			
FY 2023-24			

PAN NO. -----

GST NO. -----

EPF Registration -----

\* NET WORTH = EQUITY + FREE RESERVES

**B. MAIN BANKERS**

NAME ADDRESS PHONE/FAX

Account No.

Branch Code:

IFSC CODE:

1 RTGS :

2. NEFT ;

C. ENCLOSE COPIES OF AUDITED PROFIT-LOSS AND BALANCE SHEET FOR FY 2021-22, 2022-23 AND 2023-24.

D. GSTIN No. of the firm/company issued by authorities along with Documentary Proof thereof.

**EXHIBIT-III**

**PRESENT COMMITMENTS**

S.No.	Full Postal Address of Clint& name of Officer- in - charge	Description of work Contract value (INR/ Currency of Quote)	Contact Value (INR/ Currency of Quote)	Starting Date	Schedule Completion date	% age Completion	Expected Completion Date	Remarks

**EXHIBIT-IV**

**ORGANIZATION CHART**

In this Exhibit, Bidder shall furnish the Organization Chart

**COMPANY'S ORGANIZATION DETAILS**

**1. Whether the Company is :**

- A. Public/ Pvt. Limited Company
- B. Partnership
- C. Sole Proprietor

**2. Whether any change in Company's Ownership was there, during last three years, if yes, then provide details about the period of change as follows:**

- A. No Change
- B. Change up to two times during last three years
- C. Changes up to or more than three times during last three years

**3. Whether Company is :**

- A. Parent Company
- B. Affiliate Company



**QUALIFICATION AND EXPERIENCE OF  
TECHNICAL PERSONNEL**

**In this Exhibit, Bidder shall furnish details of qualification and experience of technical personnel specifically in the following format:**

S.No.	Name & designation of Personnel	Qualification	Experience ( In Years )	Experience Details*

**\* Separate Sheets may be attached**

This is very important information required for assessing Bidder's technical personnel. This shall be furnished only for those employees who are on permanent roles in Bidder's organization and are qualified engineers and are available to Bidder for carrying out the job of Safety Audit.

**CONTRACT AGREEMENT**

THIS CONTRACT made -----on this----- day of-----2023 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

1.0 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

### 2.0 SCOPE OF WORK

2.1 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

### 3.0 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

### 4.0 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 AGENCY

The AGENCY 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

### 8.0 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 Agency 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

### 9.0 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 Agency 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 Agency 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 (C&MD).

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 thereunder.

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

The seat and venue of arbitration shall be Delhi/Place of respective Unit/Place of Zonal Office.

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



12.0 JURISDICTION

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

**EXHIBIT VIII**

**(An Affidavit in original on Non-judicial Stamp Paper of appropriate value attested by Notary)**

**AFFIDAVIT**

With reference to NIT No. \_\_\_\_\_

Dt. \_\_\_\_\_ of National

Fertilizers Ltd., ----- for the work of

\_\_\_\_\_. I, \_\_\_\_\_ S/o

Sh. \_\_\_\_\_ R/o \_\_\_\_\_ do hereby

solemnly affirm and declare as Proprietor / Partner / Authorized signatory of the firm on behalf of

M/s \_\_\_\_\_ as under :

i) That my / our firm / sister concern/their associates etc. has not been black listed, debarred, de-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.

ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.

iii) That information furnished by me / us in respect of the above tender is true and correct and nothing has been concealed. In case any of the information is found to be false and /or incorrect at any stage, NFL shall be at liberty to take the necessary actions 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: \_\_\_\_\_

**DECLARARTION FORM-I**

Ref. No;

Dated :

To,

Issuing Authority

National Fertilizers Ltd. `

-----Unit/CO

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, -----  
Unit/CO.

Thanking you

Yours faithfully

For M/s \_\_\_\_\_

(Signature of Contractor/Tenderer with SEAL)

Address: \_\_\_\_\_

**DECLARATION FORM-II**

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

<b>Sr. No.</b>	<b>DESCRIPTION</b>			
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.	<b>YES / NO(If Yes, give the following details)</b>		
		<b>Name &amp; Design. of the Employee</b>	<b>Place of Posting</b>	<b>Relation with the Employee</b>
2	<b><u>P.F. Registration No.</u></b> of the firm / company to be indicated <b>along with Documentary proof</b> thereof.			
3	<b><u>PAN No.</u></b> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. <b>along with Documentary Proof</b> thereof.			
4	<b><u>GST Registration No.</u></b> of the firm / company issued by GST authorities <b>along with Documentary Proof</b> thereof.			
5	<b><u>ESI Registration No.</u></b> issued by ESI Authorities <b>along with documentary proof</b> thereof.			
6	<b><u>MSME Registration</u></b> 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	<b>Yes / No</b>  (If Yes, a Self certified copy of registration certificate to be submitted)		

	services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.	<b>Mention the category i.e.</b> Micro/Small/Medium
7	Type of Firm to be specified <b>(Proprietor / Partnership / Limited Co. etc.)</b>	
8	Name of the Firm	
9	Address of the Firm	
10	<b><u>Contact Details:</u></b> a) Name of the Person: b) Mobile number / Landline Number c) Email	<b><u>Contact Details:</u></b> a) b) c)
11	Power of Attorney/authorization for submission of tender document, as applicable Submitted	<b>Yes / No</b>
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: \_\_\_\_\_

**DECLARATION FORM-III**

To,  
Issuing Authority  
National Fertilizers Ltd.  
-----Unit/CO

Subject : Tender No. \_\_\_\_\_ Name of the contract \_\_\_\_\_

Dear Sir,

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

4	<p><b><u>Labour License(if applicable)</u></b></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&amp;A) Act, 1970 &amp; Contract Labour (R&amp;A) Central Rules,1971 and submit a copy of the same to NFL, ----- before start of execution of contract work. Accordingly we hereby give undertaking that:</p> <p>“As per provisions made under the Central Labour (R&amp;A) Act 1970 &amp; Contract Labour (R&amp;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, ----- 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