स्वच्छ भारत
एक कदम स्वच्छता की ओर

एन एफ एल
NFL

नेशनल फर्टिलाइजर्स लि.
National Fertilizers Ltd.

(A Govt. of India Undertaking भारत सरकार का उपक्रम)
Sibian Road, Bathinda-151003 (Punjab) India
सिवियां रोड, बठिण्डा-151003 (पंजाब) भारत
(An ISO-9001,14001 & OHSAS-18001 Certified Unit)
आई एस ओ-9001,140001 एवं ओसास -18001 प्रमाणित ईकाई
CIN: L74899DL1974GOI007417, URL: www.nationalfertilizers.com

फारमैट Format : MP-PF-01 / एमपी–पीएफ–01
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फैक्स(FAX) : 0164-2760270
ईमेल(Email) : ypbhagat@nfl.co.in
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जीएसटीएन (GSTN) : 03AAACN0189N2ZD
बैंकर(Bankers) : स्टेट बैंक आफ इंडिया ,सिबियां, बठिंडा
IFS CODE NO : SBIN0003591

NOTICE INVITING TENDER / निविदा

Ordinary Post

Regd. Post/ पंजीकृत डाक / BY POST / डाक

Tender Ref No : NFB/PUR/SC/240054 Date : 28/06/2024

SIEMENS LTD
ENERGY SECTOR ,ENERGY SERVICE
DIVISION, PLOT NO.405B,
UDYOG VIHAR PHASE-II
GURGAON - 122008
Haryana

प्रिय महोदय/Dear Sir,

Due Date : 10/07/2024

संलग्नक -1 में वर्णित सामग्री की आपूर्ति हेतु मोहरबंद निविदाएं आमंत्रित हैं। निविदाएं इस कार्यालय में निर्धारित तारीख के पूर्व या निर्धारित तारीख को सायं 2.30 बजे तक पंहुच जानी चाहिएं । निविदाएं उसी तारीख को सायं 3.00 बजे, उन निविदाकारों की उपस्थिति में जो निविदा खोलने के समय मौजूद रहना चाहते हैं ,खोली जाऐंगी।Sealed Tenders are invited for the supply of materials as mentioned in the Annexure-I. The tender should reach this office on or before 2.30 p.m. on due date. The tenders will be opened at 3.00 p.m. on the same date in the presence of those tenderers, who may wish to be present

1 मोहरबंद लिफाफा मुख्य प्रबन्धक (सामग्री), नेशनल फर्टिलाइजर्स लि0, बठिंडा को संबोधित किया जायेगा और उसके उपर (1)निविदा संख्या (2) निविदा खोलने की तारीख (3) निविदाकार का नाम एवं पता स्पष्ट रूप से लिखा जायेगा । एक लिफाफे में एक से अधिक निविदा प्रस्ताव नहीं होनी चाहिएं । Sealed Envelope shall be addressed to Chief Manager (Materials) and shall be superscribed with our (i) Tender No., (ii) Tender Opening Date (iii) Name and address of the tenderer. **One envelope should not contain more than one offer.**

2 पार्टी को सामग्री का इन्श्योरेन्स कराने की आवश्यकता नहीं है क्योंकि सभी आने वाले सामान हमारी 'ओपेन मैराइन इंश्योरेन्स पालिसी' के अंतर्गत कवर होते हैं। ट्रांजिट इंश्योरेन्स की कीमत को आफर मे दी गई दर में शामिल नहीं करना चाहिए । Material need not be insured by parties as all our incoming consignments are covered under our open marine insurance policy. **Charges for transit insurance may be excluded from your quoted rates.**

3 जो निविदा बिना मोहरबंद /स्टेपल की हुई / खुली हुई हालत में या फैक्स / ईमेल द्वारा प्राप्त होती है या बिना निविदा संख्या संदर्भ के प्राप्त होती है जिन्हें निर्धारित तारीख से पूर्व खोलना पड़ता है, ऐसी हालत में जोखिम एवं गोपनीयता खोने का उत्तरदायित्व निविदाकार पर होगा ।

For Tenders received in unsealed/stappled/open condition or received through FAX/E-Mail or without superscription, resulting in opening of tender before due date, the risk and responsibility of losing confidentiality shall rest with the tenderer.

4 विलंबित/देर से प्राप्त ऑफर (बोलियाँ)- विलंबित/ लेट ऑफर वे आफर है जो निविदा में निर्धारित तिथि /समय के बाद प्राप्त होती हैं/ इन आफर / प्रस्तावों को सीधे अस्वीकृत कर दिया जाएगा और मूल्यांकन के लिए आगे इस पर विचार नहीं किया जायेगा ।

Delayed/Late offers (bids)- Delayed/Late offers are those offers, which are received after the due date/time as proclaimed here in NIT. These offers will be straightforward rejected and will not be considered further for evaluation.

5 रेट को एफ ओ आर बंठिडा के आधार पर कोट करना चाहिए । पी एंड एफ प्रभार , जी एस टी एवं बठिंडा तक का भाड़ा यदि अतिरिक्त प्रभार के रुम मे देय हो तो उसका उल्लेख स्पष्ट रुप से किया जाये। पार्टी को अपनी आफर में कीमत ब्रेकअप देना होगा जिसमें लगने वाले संवैधानिक करो का उल्लेख होगा । **Rates must be quoted on FOR Bathinda basis,** P&F Charges, GST and Freight upto Bathinda if, charged extra must be clearly mentioned. However, breakup of prices giving applicable rates of statutory levies may be given in the quotation.

6 यह आपूर्तिकर्ता के लिए अनिवार्य होगा कि वह कोट की गई सुपुर्दगी तारीख जो कि हमारे द्वारा स्वीकृत की गई है, का सख्ती से पालन करे । यदि डिलवरी तारीख तक क्रय आदेश के अनुसार आपूर्ति न करने पर या आंशिक आपूर्ति करने पर पार्टी के बिल से या उसके किसी भाग से 1/2 प्रतिशत प्रति सप्ताह की दर से (अधिकतम आर्डर वैल्यू का 5 प्रतिशत तक) पेनाल्टी+जीएसटी (जैसा लागू) काट ली जायेगी। एन एफ एल भी अधिकार सुरक्षित रखती है कि (1) क्रय आदेश को निरस्त कर दे और ई एम डी/एस डी यदि कोई होतो उसे जब्त कर ले और/या (2) संवैधानिक उपचार के बिना किसी भेदभाव के पार्टी की रिस्क एवं कीमत पर सामग्री किसी दूसरे स्रोत से खरीदे।

It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. Failure to execute the order or part thereof within the delivery period will make the supplier liable for deduction of penalty @ 1/2 % per week from their bills or part thereof subject to maximum of 5% of order value +GST (as applicable). NFL also reserves its right to either (i) Cancel the PO and forfeit the EMD/SD, if any and/or (ii) purchase the material from alternate source at risk and cost of supplier without prejudice to our rights of legal remedies.

7 निविदाकार को विशेष रूप से इस बात की पुष्टि करनी चाहिए कि उसने निविदा के दूसरी तरफ छपी सामान्य निबंधन एवं शर्तो को एवं निविदा के साथ संलग्न विशेष निबंधन एवं शर्तो को स्वीकार कर लिया है । Tenderer must specifically confirm, acceptance to (i) General Terms & Conditions of NIT printed overleaf, and (ii) Special Terms & Conditions enclosed with this NIT.

8 निविदा के दूसरे पृष्ठ पर छपी सामान्य निबंधन एवं शर्तो को एवं निविदा के साथ संलग्न विशेष निबंधन एवं शर्तो में अंतर्विरोध होने की हालत में विशेष निबंधन एवं शर्ते मान्य होंगी । In the event of any contradiction between General Terms & Conditions printed overleaf and Special Terms enclosed with this NIT, the latter shall prevail.

9 यदि कोई निविदाकार रेट कोट नहीं करना चाहता है तो उसे रेट कोट न करने का कारण बताते हुए एन एफ एल को सूचित करना चाहिए । यदि कोई निविदाकार बार बार रेट कोट नहीं करता है तो हमे उसका नाम वेन्डर सूची से काट देने के लिए बाध्य होना पड़ेगा । IN CASE A TENDERER IS NOT INTERESTED TO QUOTE, A REGRET LETTER GIVING REASONS FOR THE SAME MUST BE SENT TO N.F.L. IN CASE ANY TENDERER REGULARLY ABSTAINS FROM SUBMITTING QUOTATION, WE MAY BE CONSTRAINED TO DELIST THE TENDERER FROM OUR VENDOR LIST.

10 यदि कोई निविदाकार निविदा प्रक्रिया को प्रभावित करने के लिए या बिलंब /बाधित करने के लिए या प्रचार कनवैसिंग करने के लिए किसी तुच्छ, दुर्भावनापूर्ण या निराधार शिकायत/आरोप/हेराफेरी करता है तो एनएफएल यह अधिकार सुरक्षित रखता है कि इस तरह के निविदाकार को वर्तमान/भविष्य निविदाओं में उसकी भागीदारी को 2 वर्ष की अवधि तक रोक लगा सकता है । .

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

11 किसी तरह का विवाद होने की स्थिति में अंग्रेजी का प्रारूप ही मान्य होगा । In case of any dispute, English version will prevail.

भवदीय/ Yours faithfully,
कृते नेशनल फर्टिलाइजर्स लि0/ For National Fertilizers Limited
sd/-
मुख्य प्रबन्धक (सामग्री)/ Chief Manager (Materials)

निविदा की सामान्य निबंधन एवं शर्तें/ GENERAL TERMS & CONDITIONS OF NOTICE INVITING TENDER

1 प्रस्ताव आपके लैटर हैड पर पूर्ण विवरण एवं सभी वाणिज्यिक शर्तों के साथ प्रस्तुत किया जायेगा ।The offer shall be submitted on your letter head giving full details and all commercial terms.

2 प्रत्येक मद के सामने रेट स्पष्ट रूप से शब्दों एवं गिनती में लिखा जायेगा । सभी कटिंग एवं अभिलेखन पर विधिवत आपके हस्ताक्षर होंगें Rates against each item shall be given legibly in words as well as in figures. All cuttings/ overwriting duly signed by you.

3 रेट निविदा में दी गई मापक इकाइयों के अनुसार होगी जैसे किलोग्राम, मीटर, संख्या, सैट इत्यादि । Rates must be quoted in the 'unit of measurement' as per our NIT, i.e.,No./Kg./Meter/ SET etc

4 एक मद के लिए एक से अधिक निविदा प्रस्ताव को तुरंत अस्वीकृत कर दिया जायेगा । MULTIPLE RATE QUOTATIONS AGAINST SINGLE ITEM / WORK SHALL BE REJECTED FORTHWITH.

5 एन एस आई सी के अंतर्गत रियायत का दावा करने वाली पार्टी एकल बिंदु पंजीकरण प्रमाणपत्र की फोटोकापी संलग्न करेगी । Parties claiming concession under N.S.I.C. should attach Photostat copy of valid single point registration certificate.

6 यदि किसी निविदाकर्ता का कोई संबंधी या कंपनी या फर्म होने की स्थिति में उसका एक या एक से अधिक शेयरहोल्डर या शेयरहोल्डर का कोई संबंधी एन एफ एल में कार्यरत है तो निविदाकर्ता को निविदा प्रस्तुत करते समय उसका नाम एवं पता देना होगा अन्यथा एन एफ एल अपनी स्वेच्छा से उसका निविदा अस्वीकृत कर सकती है या संविदा रद्द कर सकती है ।
Should a tenderer or contractor have a relation/s or in case of a firm or Company of contractor's one or more of its shareholders or relations of shareholders employed in the N.F.L., the tenderer must disclose the names of such relation/s while submitting his offer, failing which, N.F.L. may at its sole discretion reject the tender or rescind the contract.

7 निविदा के स्वीकृत या अस्वीकृत होने के संबंध में एन एफ एल कोई पत्राचार स्वीकार नहीं करेगी । एन एफ एल निविदा के अस्वीकृत होने के कारणों को निविदाकर्ताओं को बताने के लिए भी बाध्य नहीं है । No correspondence will be entertained with regard to acceptance or rejection of an offer. N.F.L. is also not bound to disclose the reasons for rejection of the offer to the tenderers

8 निर्देशानुसार निविदा प्रस्ताव नहीं प्रस्तुत करने पर इसे अस्वीकृत कर दिया जायेगा। OFFERS not submitted as per instructions are liable to be rejected.

9 हमारी भुगतान की शर्तःसामग्री आपूर्ति होने के पश्चात 30 दिनों के अंदर 100 प्रतिशत भुगतान ई–पेमेंट द्वारा किया जाएगा (अगर सामग्री स्वीकार्य है)। टीडीएस, अगर कोई लागू हो, तो सरकार के नियमों के अनुसार घटाया जाएगा।
PAYMENT: **Our payment terms are 100% within 30 days of receipt (subject to acceptance) of materials by E-payment TDS, if applicable will be deducted as per Govt. Rules**

10 (क) कोट की गई कीमत एफ ओ आर बठिंडा एवं बैंक द्वारा अनुमोदित सड़क परिवहन कंपनी के आधार पर होगी ।

(ख) कोट की गई कीमत में लागू कर एवं शुल्क शामिल नहीं होंगें । लागू जी एस टी की दर एवं इसकी श्रेणियों (आईजीएसटी, एसजीएसटी, सीजीएसटी, यूजीएसटी) वस्तु के एचएसएन कोड /सेवा का एसएसी कोड एवं अपनी कंपनी के जीएसटीआईएन पंजीकरण संख्या के साथ लिखित रूप में दी जायेगी ।

(ग) आप जीएसटी अधिनियम एवं नियमों कें अंतर्गत निर्धारित उचित इनवायस एवं अन्य सभी प्रलेखन इस तरह के रूप और तरीके से एन एफएल को प्रदान करेंगें ताकि एनएफएल इनपुट कर क्रेडिट सेट आफ, छूट या वापसी का दावा करने के लिए सक्षम हो सके ।

(a) The quoted prices should be FOR Bathinda by bank approved Road Transport Co.

(b) The prices quoted shall be exclusive of taxes and duties as may be applicable. You shall indicate applicable GST rates and its category (IGST, SGST, CGST, UGST), alongwith HSN Code of item/ SAC Code of service and GSTIN Reg No of your company.

(c) You shall provide proper invoice and all other documentation in such form and manner as may be prescribed under the GST Act and rules enabling NFL to claim input tax credit set off, rebate or refund.

11 यदि किसी कारणों से कोट की गई कीमत एफ ओ आर प्रेषण स्थान से सुपुर्दगी के लिए है तो किराया भाड़ा एवं सामान का कुल भार स्पष्ट रूप से कोटेशन में लिखना चाहिए । यदि रेट एक्स-फैक्टरी /एक्स-गोडाउन के आधार पर कोट किए गये हैं तो देय पैकिंग एवं फारवर्डिंग प्रभार का विशेष रूप से उल्लेख करना चाहिए । If for any reason, prices tendered are for delivery FOR despatching station, the freight charges together with the gross weight of the material should be clearly mentioned in the quotation. In case the rates quoted are ex-godown/ex-factory, the packing and forwarding charges, leviable, may be specifically indicated.

12 वैधताः आप के द्वारा कोट की गई कीमत एवं सुपुर्द की तारीख स्थिर होनी चाहिए एवं टेन्डर खोलने की तारीख से कम से कम 90 दिनो के लिए वैध होनी चाहिए । VALIDITY: **Price and delivery quoted by you must be firm and valid for a minimum period of 90 days from the Tender opening date.**

13 एन एफ एल के पास यह अधिकार सुरक्षित है कि वह किसी भी निविदा को पूर्ण या आंशिक रूप से बिना किसी कारण बताये अस्वीकार कर दे । एन एफ एल के पास यह भी अधिकार सुरक्षित है कि वह किसी भी क्रयादेश को एक से अधिक हिस्सों में एक से अधिक पार्टियों को दे । NFL reserves the right to accept or reject any quotation in full or in part without assigning any reason thereof. **NFL also reserves the right to split and place order on more than one supplier.**

14 (क) एक बार निविदा स्वीकार होने के बाद या क्रयादेश देने के बाद रेट में किसी भी तरह की बढ़ोत्तरी की अनुमति नहीं होगी । कोटेशन से मुकरने पर पेशगी जब्त कर ली जायेगी,यदि कोई है तो एवं या रिस्क पर्चेज संवैधानिक उपचारों के हमारे अधिकारों के अन्तर्गत बिना किसी भेद भाव के होगा ।

(ख) निर्धारित सुपुर्दगी तारीख के बाद पार्टी द्वारा सुपुर्दगी एक्सटेन्सन मांगने की स्थिति में कर आदि में हुई वृद्धि के कारण किसी तरह के कीमत में बढ़ोत्तरी करने की अनुमति नहीं दी जायेगी ।

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

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

15. एन एफ एल को यह अधिकार सुरक्षित होगा कि वह निविदा खुलने की तारीख या समय को आगे बढा सकता है एवं समय से निविदाकारो को संशोधित तारीख एवं समय को सूचित करेगा । NFL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.

16. यदि किसी अदृष्टि परिस्थित में निविदा प्राप्त करने या खोलने की तारीख पर अवकाश या आफिस बन्द होता है तो तो निविदा को अगले कार्यदिवस को प्राप्त किया जायेगा एवं खोला जायेगा । In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day.

17 यदि सड़क परिवहन माध्यम से सामान प्रेषित किया गया है तो कनसाइनमेंट को "स्वयं" के आधार पर न भेज कर "एन एफ एल बठिंडाः" को माल भेजा जायेगा । In case of dispatch of material through road transport, consignment shall be consigned to 'NFL BATHINDA' and not on 'SELF' basis.

18 क्रयादेश में दी गई निबंधन शर्तो एवं निर्देशों के अनुसार कागजात न प्रस्तुत करने पर या गलत कागजात प्रस्तुत करने पर यदि कागजात रिटायरमेंट में देरी होती है और उसके कारण विलंब शुल्क या स्थान शुल्क (डिमुरेज वारफेज) पड़ता है तो उसका भुगतान वेन्डर द्वारा किया जायेगा । ऐसी हालत में जितनी राशि के लिए कागजात को प्रस्तुत किया गया है उससे 10 प्रतिशत कम कीमत पर कागजात को छुड़ाया जायेगा । भुगतान योग्य बकाया धनराशि यदि कोई है तो उसका भुगतान माल के साइट पर प्राप्त एवं स्वीकृत होने के बाद किया जायेगा । Demurrage/wharfage shall be payable by the vendor, if there is delay in retirement of documents due to non-presentation of documents as per instructions/Terms and conditions contained in Purchase Order. In such case, documents shall be retired for 10% less value than those for which the same have been presented. Balance amount payable, if any, shall be released after receipt and acceptance of materials at our site.

19 सामान का निरीक्षण हमारी साइट पर किया जायेगा जो कि अंतिम होगा । एन एफ एल किसी तरह का पूर्व प्रेषण निरीक्षण पार्टी के वर्कशाप पर नहीं करेगा जबतक कि स्पष्ट रूप से इसका उल्लेख क्रयादेश में न किया गया हो । Inspection of material shall be made at our site, which shall be final. NFL shall not carryout pre-dispatch inspection at party's works/shop unless otherwise stated in the Purchase Order.

20 हमारी निविदा के प्रति उत्तर में दिये गये आप के कोटेशन के आधार पर दिये गये क्रयादेश के बाद यदि यह पता चलता है कि दिया गया सामान सही गुणवत्ता का नहीं है या क्रयादेश में दिये गये स्पेशीफिकेशन के अनुसार नहीं है या क्षतिग्रस्त हालत में प्राप्त हुआ है या अन्यथा किसी अन्य कारणों से संतोषजनक स्थिति में नहीं हैं जिसका निर्णय केवल एन एफ एल करेगी, तो सामान को अस्वीकत करने का हमे अधिकार होगा, संविदा को निरस्त कर देंगें एवं सामान को अन्य श्रोत से खरीदेंगें एवं किसी तरह का नुकसान होने पर आप से वसूल करेंगें एवं सेक्योरिटी डिपोजिट जब्त करने का हमारा अधिकार सुरक्षित रहेगा । अस्वीकृत सामान को सप्लायर निर्देश देने के एक पखवाड़े के अंदर हटा लेगा । उसके बाद सामान पूरी तरह सप्लायर की रिस्क एवं जिम्मेदारी पर होगा एवं भंडारण खर्च एवं अन्य खर्चे जो लागू होंगें के साथ सप्लायर से वसूल किया जायेगा ।
Subsequent to an order being placed against your quotation, received in response to this NIT, if it is found that the materials supplied are not of the right quality or not as per our order specifications or received in damaged condition or otherwise not satisfactory owing to any reason of which NFL shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from open market or other sources and recover the loss, if any, from you reserving to ourselves our right to forfeit the security deposit, furnished by the supplier against the contract. Supplier will remove the rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.

21. Conciliation & Arbitration:-
Except Where Otherwise Provided In the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of designated **Unit Head/ E.D/ Functional Director/ Chairman & Managing Director**, National Fertilizers Limited Or His/Her Nominee.
The Arbitration & Conciliation Act, 1996 Or any statutory modification of re-enactment thereof and the rules made there under shall govern the arbitration proceedings.
The Contractor hereby agrees that he shall have no objection if the arbitrator so appointed is an employee of NFL and he had to deal with the matter to which the contract relates and that in the course of his duties as such he has expressed his views on all or any of the matter in dispute or differences.
If the arbitrator to whom matter is refered, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his prodecessor left or at any such stage he may deem fit.
it is agreed by and between the parties that in case a reference is made to the arbitrator or the arbitral tribunal for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the arbitrator or arbitral tribunal shall not award interest on the awarded amount more than the rate sbi plr/base rate as applicable to nfl on the date of award of contact.
Arbitration for Foreign Vendors/Parties: Arbitration provision in accordance with the rules of International Chamber of Commerce (ICC) Will be applicable which may be as under:- "All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, India by one or more arbitration appointed in accordance with the said Rules".
Arbitration for PSEs and Government Department:-In case of Contract with other PSEs / Government Department as described in circular NFL/LAW/64 dated 17.03.2016 the arbitration shall be through PMA, DPE. For ready reference, The Arbitration Clause in that case shall be as follows:-"In the event of any disputes or difference relating to the interpretation and application of the provision of the contracts, such disputes or difference shall be referred by either party for Arbitration to the sole Arbitration in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the disputes will share the cost arbitration as intimated by the Arbitrator. Seat of Arbitration shall be Bathinda.

22. विवादो के सभी मामलो मे, नेशनल फर्टिलाइजर्स लि० का निर्णय अन्तिम होगा एवं ऐसा न होने पर मामलो को भारतीय मध्यस्थता अधिनियम एवं उनमे हुए संशोधनो के अन्तर्गत मध्यस्थता के लिए भेजा जायेगा ।
In all cases of disputes, the decision of National Fertilizers Limited shall be final.Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof

23 **अप्रत्याशित घटना (फोर्स मेज्योर) :** क्रय आदेश में दी गई सुपुर्दगी अवधि का कड़ाई से पालन किया जाना चाहिए और आम तौर पर सुपुर्दगी अवधि को आगे बढाया नहीं जाएगा । हालांकि, यदि अनुबंध के दौरान किसी भी समय कार्यनिष्पादन पूरे या आशिक रूप में अनुबंध की किसी भी पार्टी के द्वारा या तो रोका जाएगा या किसी भी युद्ध, शत्रुता, सार्वजनिक दुश्मन, सिविल हंगामा, तोड़फोड़, आग, बाढ़ के कृत्यों के माध्यम से देरी , विस्फोट, महामारियां, हमलों, ताला बहिष्कार या देवताओं के कृत्यों की घटना की तारीख से 21 दिनों के भीतर ऐसी किसी भी पार्टी द्वारा अन्य पार्टी को सूचना प्रदान की है, तो वह अनुबंध को समाप्त करने के हकदार नहीं होगा और न ही पार्टी इस तरह के कार्यनिष्पादन में हुई देरी में अन्य के खिलाफ नुकसान के लिए कोई दावा होगा और सुपुर्दगी के अनुबंध के तहत घटना के अंत में कार्य को व्यवहारिक रूप में पुनः प्रारम्भ किया जायेगा । कार्यनिष्पादन में अनुबंध के पूर्ण या आंशिक तौर पर 60 दिनों से अधिक बिलम्ब होने पर कोई भी पार्टी अनुबंध को खत्म करने के लिए विकल्प दे सकता है।
FORCE MAJEURE: The delivery period indicated in the Purchase Order should be strictly adhered to and normally no extension in delivery would be granted. However, if any time during the currency of the contract the performance in whole or in part by either party of any obligation under the contract shall be prevented or delayed by way of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, strikes, lock outs or acts of Gods, provided notice of any such happening is given by either party to the other within 21 days from the date occurrence thereof neither party shall, by reason of such event, be entitled to terminates contract nor shall either party have any claim for damage against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall beresumed as soon as practicable after the event has come to an end, ceased to exist, provided that if performance in whole or part of the contract is prevented or delayed for a period exceeding 60 days either party may at its option, terminate the contract.

24 कृप्या यह सुनिश्चित करें कि आप एम एस एम ई डी अधिनियम के अन्तर्गत आते हैं कि नहीं एवं यह भी बतायें कि आप माइक्रो, मीडियम एवं स्माल इन्टरप्राइजेज में से किस श्रेणी में आते हैं।
Please confirm whether you are covered under MSMED Act and also mention category whether you are a Micro, Medium or small enterprises.

25 निविदा से संबंधित सभी झगड़े बठिंडा न्यायालय के न्याय क्षेत्र के अधीन होंगे ।DISPUTES: All disputes in respect of this tender are subject to the jurisdiction of courts at Bathinda.

26 **किसी तरह का विवाद होने की स्थिति में अंग्रेजी वर्जन मान्य होगा । In case of any dispute, English version will prevail.**

Sd/- मुख्य प्रबन्धक (सामग्री)/ CHIEF MANAGER (MATERIALS)
कृते नेशनल फर्टिलाइजर्स लिमिटेड /National Fertilizers, Bathinda

List of Items

NIT NO : NFB/PUR/SC/240054 Date: 28/06/2024

NFL Bathinda Print Date: 28/06/2024

S.No	Description	UM	Quantity
1	Valve Spindle ESV Cpl.; Material 2-7530-5013-01; Assembly Group: 0-033-016-000; Drawing no: 0-0006-2300-01; Drawing item no: 16	NO	1.000
2	SEALING RING; Material 3-2055-3101-02; Assembly Group: 0-033-024-000; Drawing no: 0-0006-2300-01; Drawing item no: 24	NO	1.000
3	SEAL RING COF; Material 5-6778-0130-00; Assembly Group: 0-033-035-000; Drawing no: 0-0006-2300-01; Drawing item no: 35	NO	1.000
4	SEALING RING; Material 5-6749-7480-00; Assembly Group: 0-038-503-000; Drawing no: 0-0006-0800-22; Drawing item no: 503	NO	4.000
5	SEALING RING; Material 5-6748-8482-04; Assembly Group: 0-038-504-000; Drawing no: 0-0006-0800-22; Drawing item no: 504	NO	12.000
6	ECCENTRIC GUIDE; Material 2-2410-2401-01; Assembly Group: 0-700-249-000; Drawing no: 0-0006-0430-16; Drawing item no: 249	NO	1.000
7	HEAD CAP SCREW; Material 5-2121-1020-51; Assembly Group: 0-700-252-000; Drawing no: 0-0006-0430-16; Drawing item no: 252	NO	15.000
8	THREADED BUSHING; Material 3-1096-1102-00; Assembly Group: 0-700-265-000; Drawing no: 0-0006-0430-16; Drawing item no: 265	NO	2.000
9	ANGELE RING BUSH; Material 3-2023-1304-87; Assembly Group: 0-700-267-000; Drawing no: 0-0006-0430-16; Drawing item no: 267	NO	4.000
10	THREADED BUSH 68 -M 80X2 X 50 Material 3-1096-1001-00 Assembly Group 0-700-268-000; Drawing no 0-0006-0430-16; Drawing item no-268	NO	1.000
11	ANGULAR RING SLEEVE; Material 3-2023-1202-87; Assembly Group: 0-700-270-000; Drawing no: 0-0006-0430-16; Drawing item no: 270	NO	1.000

12	ECCENTRIC GUIDE; Material 2-2410-2401-01; Assembly Group: 0-701-502-000; Drawing no: 0-0006-0450-17; Drawing item no: 502	NO	1.000
13	COLLAR BUSH; Material 3-1001-2807-01; Assembly Group: 0-701-503-000; Drawing no: 0-0006-0450-17; Drawing item no: 503	NO	1.000
14	HEAD CAP SCREW; Material 5-2120-1240-63; Assembly Group: 0-701-504-000; Drawing no: 0-0006-0450-17; Drawing item no: 504	NO	1.000
15	SPHERICAL WASHER; Material 3-2361-3601-00; Assembly Group: 0-701-507-000; Drawing no: 0-0006-0450-17; Drawing item no: 507	NO	4.000
16	SPHERICAL CAP; Material 3-1049-3303-00; Assembly Group: 0-701-508-000; Drawing no: 0-0006-0450-17; Drawing item no: 508	NO	2.000
17	SPHERICAL CAP; Material 3-1049-3302-01; Assembly Group: 0-701-509-000; Drawing no: 0-0006-0450-17; Drawing item no: 509	NO	2.000
18	DISK; Material 3-2901-1302-99; Assembly Group: 0-701-510-000; Drawing no: 0-0006-0450-17; Drawing item no: 510	NO	2.000
19	HEAD CAP SCREW; Material 5-2120-2530-63; Assembly Group: 0-701-511-000; Drawing no: 0-0006-0450-17; Drawing item no: 511	NO	2.000
20	SET SCREW; Material 5-2172-2440-10; Assembly Group: 0-701-523-000; Drawing no: 0-0006-0450-17; Drawing item no: 523	NO	3.000
21	HEXAGON THIN NUT; Material KN25551; Assembly Group: 0-701-524-000; Drawing no: 0-0006-0450-17; Drawing item no: 524	NO	3.000
22	PLATE BEARING PEDESTAL; Material 2-4850-3003-00; Assembly Group: 0-710-014-000; Drawing no: 0-0006-0710-32; Drawing item no: 14	NO	1.000
23	DISC SPRING; Material 5-2597-0065-00; Assembly Group: 0-710-018-000; Drawing no: 0-0006-0710-32; Drawing item no: 18	NO	8.000
24	RING; Material 3-2001-7701-00; Assembly Group: 0-710-019-000; Drawing no: 0-0006-0710-32; Drawing item no: 19	NO	4.000

25	BUSH; Material 3-1108-1001-00; Assembly Group: 0-710-080-000; Drawing no: 0-0006-0710-32; Drawing item no: 80	NO	2.000
26	SPHERICAL WASHER; Material 3-2361-9802-00; Assembly Group: 0-710-083-000; Drawing no: 0-0006-0710-32; Drawing item no: 83	NO	2.000
27	DISC SPRING; Material 5-2597-0020-00; Assembly Group: 0-710-087-000; Drawing no: 0-0006-0710-32; Drawing item no: 87	NO	4.000
28	SPHERICAL WASHER; Material 3-2361-5602-00; Assembly Group: 0-710-091-000; Drawing no: 0-0006-0710-32; Drawing item no: 91	NO	2.000
29	SPHERICAL CAP; Material 3-1049-5201-00; Assembly Group: 0-710-092-000; Drawing no: 0-0006-0710-32; Drawing item no: 92	NO	2.000
30	SPHERICAL CAP; Material 3-1049-5203-00; Assembly Group: 0-711-161-000; Drawing no: 0-0006-0750-08; Drawing item no: 161	NO	4.000
31	DISC; Material 3-2901-2103-01; Assembly Group: 0-711-162-000; Drawing no: 0-0006-0750-08; Drawing item no: 162	NO	4.000
32	HEAD CAP SCREW; Material 5-2120-4820-09; Assembly Group: 0-711-163-000; Drawing no: 0-0006-0750-08; Drawing item no: 163	NO	4.000
33	SPHERICAL WASHER; Material 3-2361-5602-00; Assembly Group: 0-711-164-000; Drawing no: 0-0006-0750-08; Drawing item no: 164	NO	4.000
34	ECCENTRIC GUIDE; Material 2-2410-0201-00; Assembly Group: 0-711-175-000; Drawing no: 0-0006-0750-08; Drawing item no: 175	NO	2.000
35	SPHERICAL WASHER; Material 3-2361-4401-00; Assembly Group: 0-711-186-000; Drawing no: 0-0006-0750-08; Drawing item no: 186	NO	2.000
36	SPHERICAL CAP; Material 3-1049-4201-00; Assembly Group: 0-711-187-000; Drawing no: 0-0006-0750-08; Drawing item no: 187	NO	2.000
37	EARTH BRUSH; Material 5-6588-5002-50; Assembly Group: 0-719-000-000; Drawing no: 0-0006-7551-01; Drawing item no: 11	NO	1.000

38	INSULATING WASHER (ISOLIERSCHEIBE 81); Material 3-2002-1202-00; Assembly Group: 0-632-000-000; Drawing no: CASING JOINT BOLT	NO	10.000
39	INSULATING WASHER (INSULATING WASHER 73); Material 3-2002-1005-00; Assembly Group: 0-633-000-000; Drawing no: CASING JOINT BOLT	NO	4.000
40	FLANGE SLEEVE; Material 3-1001-3102-00; Assembly Group: 0-040-019-000; Drawing no: 0-0006-0840-01; Drawing item no: 19	NO	1.000
41	SEALING RING; Material 5-6749-7320-00; Assembly Group: 0-040-020-000; Drawing no: 0-0006-0840-01; Drawing item no: 20	NO	3.000
42	SEAL PACKING; Material 5-3510-0001-00; Assembly Group: B0-040-021-000; Drawing no: 0-0006-0840-01; Drawing item no: 21	NO	1.000
43	THREADED JOINT; Material 2-8463-0008-00; Assembly Group: 0-040-023-000; Drawing no: 0-0006-0840-01; Drawing item no: 23	NO	1.000

Pl confirm acceptance of additional terms and conditions as indicated below while submitting your offer

S.No.	Terms And Conditions
1	You shall confirm in your offer specifically that the material offered by you is strictly as per the specifications mentioned in our NIT.
2	GEM PORTAL : As per office Memorandum No. DPE-7(4)/2007-Fin of Heavy Industries & Piblic Enterprices Department of public Enterprises (Government of india),Maximum procurements are required to be made on GeM portal. NFL BATHINDA is already registered with GeM Portal and procuring various goods on GeM Portal.Therefore, you are requested to register yourself on GeM portal as in furture maximum procurement will be done on GeM portal only.
3	MSMED : In case you are registered as MICRO/SMALL Enterprise (MSEs) under The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME.The Micro & Small Enterprises (MSEs) shall be entitled for benefits under the Public Procurement Policy for Micro & Small Enterprises subject to the terms and conditions. Futher you are also requsted to get registered your self mandatory on TReDS Portal.
4	If a tenderer resorts to any frivolous, malicious for baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders up to a period of 2 years.
5	FIRM PRICES : Prices shall remain firm till complete execution of PO and no revision in prices shall be allowed after PO placement.
6	OFFER VALIDITY : Your offer must remain valid for acceptance for 90 days from the date of opening of tender and this must be confirmed in your offer.

7 PAYMENT TERMS : Payment shall be released within 30 days after receipt (subject to acceptance) of material at our site.

8 BANK DETAILS FOR EFT PAYMENT : State Bank of India, Sibian Branch is situated in NFL Complex and now become a Core Banking Branch and have facility of E-payment i.e. direct transfer of payment from this branch to the partys Core Banking Account. Tenderer or Party is requested to provide their 11 digit Core Banking Account No.,Branch Name, Branch Address and RTGS/IFSC code enabling NFL to arrange the transfer of due payment in their account directly through our SBI Branch situated in NFL Sibian complex. Any Bank Charges for this facility of direct credit by State Bank of India, Sibian to their bank account will be borne by the party or tenderer.

9 Please submit valid Authorization Certificate from M/S Siemens.if offer submitted by its dealer.

10 INTERCHANGEABILITY : You must confirm interchangeability of the quoted items with the existing installed in our plant at NFL bathinda and also confirm to submit Interchangeability certificate for the same alongwith supply.

11 WARRANTY : You shall furnish Warranty Certificate against bad workmanship of material and/or any manufacturing defect valid for a period of 18 months from the date of supply or 12 months from the date of installation,whichever is earlier. In case the material fails during Warranty period due to defective material or bad workmanship, you will have to replace the same free of cost. The Warranty certificate should indicate our order number and your invoice number.

13.1.0 Earnest Money Deposit

13.2.1 Tenderers must submit Earnest money deposit of Rs. 1,00,000/- (Rupees One Lakh only). The Tenderers will have to submit the EMD in the form of:

(i) E-Transfer of EMD through RTGS/NEFT are as follows:

- ***NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA***
- ***Account Type: Cash Credit***
- ***Account No: 11430301916***
- ***IFSC Code: SBIN0003591***

Note: Kindly mention your company name in remarks/narration while submitting EMD thru NEFT/RTGS and also mention UTR no and date in your offer.

or

1. A Bank Guarantee from a Scheduled Indian Bank (except Gramin/ Cooperative Banks) as per our prescribed format (see Annexure-VI). The Bank Guarantee should be valid for a period of Six Months and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (the details of BG No. &date, amount, bankers name etc. has to be submitted in relevant field/column of online module).The bank guarantee should be submitted by bankers directly to NFL in a sealed envelope and not through any vendor / contractor.

2. The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:

(i) IFN 760 COV for issuance of Bank Guarantee.

(ii) IFN 767 COV for amendment of Bank Guarantee.

(iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.

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

Cheques shall not be accepted in any case.

13.2.2 Tenders without Earnest Money Deposit are liable to be rejected at the sole discretion of NFL. In case of submission of EMD through RTGS/NEFT or Bank Guarantee, it should be ensured by the vendor that the UTR Number/original Bank Guarantee is received by NFL

13.2.3 Bidders having valid NSIC certificate may be exempted from the submission of EMD. Micro and Small Enterprises qualifying as at (a) of attached sheet titled 'BENEFITS TO MICRO, SMALL ENTERPRISES (MSEs)' shall also be exempted from paying EMD.

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

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

13.2.6 Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible after finalization of tender.

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

13.2.8 Refund of EMD remittances shall be done by RTGS/NEFT. Bidder must submit the bank details for refund of EMD along with their offer. Charges if any, shall be borne by the vendor.

14.0.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

14.01 The successful tenderer, for the faithful performance of the Contract, will furnish Security Deposit-Cum-Performance Guarantee within 30 days of issue of Purchase Order. The Security Deposit-cum-Performance Guarantee will be @ 5% of Basic P.O. value. The Security Deposit-cum-Performance Guarantee shall be submitted in the form of:

(i) **e-Transfer of SD-cum-PBG through RTGS/NEFTare as follows:**

- ***NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA***
- ***Account Type: Cash Credit***
- ***Account No: 11430301916***
- ***IFSC Code: SBIN0003591***

Note: Kindly mention your company name in remarks/narration while submitting SD-cum-PBG thru NEFT/RTGS and also inform us the UTR no. and date.

(ii) The tenderer will also have the option to furnish Security Deposit Cum Performance Guarantee by way of Bank Guarantee from any of the Scheduled Banks excluding Gramin and Co-operative Banks, in the Performa enclosed as Annexure-VII. The Bank Guarantee must be valid to cover Delivery Period + Guarantee Period + Three Months Claim Period. The bank guarantee should be submitted by bankers directly to NFL in sealed envelope and not through any vendor / contractor.

The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:

(i) IFN 760 COV for issuance of Bank Guarantee.

(ii) IFN 767 COV for amendment of Bank Guarantee.

(iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.

iv) Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV / IFN 767 COV. (iii) Cheques will not be accepted in any case.

14.02 The Security Deposit Cum Performance Guarantee will be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. NFL at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.

14.03 The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, NFL will have the right to draw from the Bank Guarantee/ Security Deposit Cum Performance Guarantee either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee/ Security Deposit Cum Performance Guarantee to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

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

14.05 In the event of the forfeiture of whole or part of the Security Deposit Cum Performance Guarantee, the tenderer will deposit further sum/sums, so as to maintain the full security deposit amount as per Para above.

14.06 The Security Deposit Cum Performance Guarantee sit will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the Security Deposit Cum Performance Guarantee or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

14.07 In case the Bank Guarantee is from an overseas bank, the same shall be got counter guaranteed by an Indian Scheduled Bank.

14.08 The Security Deposit Cum Performance Guarantee amount will not bear any interest.

15. Subject items of proprietary nature M/S Siemens Ltd.only.

16. Integrity pact is part of NIT and required to submitted duly sealed and signed along with Bid.

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Authorized Signatory

INTEGRITY PACT

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

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

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

(IEMs)

(1). Shri Hermanprit Singh
12, Belevedre Road, Alipore
Kolkata-700027
E-mail: hermanprit@gmail.com;

(2). Shri Rakesh Kumar Agrawal
A-15, Ground Floor
South Extension part-II
New Delhi-110049
E-mail: rkagrawal1958@gmail.com;

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

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

AND

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

PREAMBLE

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

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

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

   a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

   b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

   c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the

Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

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

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).

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

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings

could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.

8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the

remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

- COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

  "The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."

(For & on behalf of the Principal)	(For & on behalf of Bidder/Contractor)
(Office Seal) गुरप्रीत सिंह लायल GURPREET SINGH LAYAL मुख्य प्रबन्धक (सामग्री) Chief Manager (Materials) एन.एफ.एल., बठिण्डा NFL, BATHINDA-151003 (Pb.)	(Office Seal)
Place: Bathinda	
Date: 28/06/2024	
Witness 1: 28/06/24	Witness 1:
(Name & Address)	(Name & Address)
Surinder Kumar Bagaria Sr. Manager (Matl) National Fertilizers Ltd. Bathinda	
Witness 2:	Witness 2:
(Name & Address) 28/06/2024	(Name & Address)
रतन जयोत सिंह बोला RATANJOT SINGH BOLA सहायक प्रबन्धक (सामग्री) ASSISTANT MANAGER (MATERIALS) एन.एफ.एल., बठिण्डा NFL, BATHINDA-151003 (Pb.)	