



TENDER DOCUMENT

FOR

COOLING WATER TREATMENT

PACKAGE

COMMERCIAL – SECTION

NATIONAL FERTILIZERS LIMITED

NANGAL UNIT

**NATIONAL FERTILIZERS LIMITED**  
MATERIALS DEPARTMENT, NFL Nangal Unit

**Tender Ref. No.:** RM/CWT/2023-25

**Mode of Tendering**

National Fertilizers Limited (NFL), A Govt. of India Undertaking referred to herein as the Owner intends to line up the contract for **COOLING WATER TREATMENT** for its plant located at Naya Nangal (Punjab). Vendors are invited to submit the Techno-commercial proposal and price proposal for the said scope of work through e-tendering Portal [www.tenderwizard.com/NFL](http://www.tenderwizard.com/NFL). The tender submission, bid closing and tender opening will be done electronically.

**Special Terms & Conditions**

Vendors are invited to submit their online Tender in **"TWO PART BID"** system i.e. **Techno-commercial Bid Proposal and Price Bid Proposal** for the said Scope of Work through e-Tendering. Methodology for submission of proposal has been detailed here under in this document.

1. The procurement shall be made through e-tendering process. The offers in this process are required to be submitted electronically in place of offers in 'hard copy under sealed envelope' as being done conventionally.
2. In case vendor fails to submit the Requisite EMD, prior to bid opening (as per tender schedule), the offer is liable to be rejected and may not be opened.
3. The system requirements to participate in the e-tendering are as under:

**Pre-Requisites for System using e-Procurement sites:**

Site Compatibility	
Browser used	Firefox
Full version	48
Your OS	Windows
Cookies Enabled	Yes
Your Screen Resolution	1366 x 768
Java Enabled	Yes
Java Version	1.8.0_151
JWS	true
Java Deployment Toolkit 8.0.1510.12	11.151.2.12
Java(TM) Platform SE 8 U151	11.151.2.12
<b>Note: The portal is compatible for the following browser version</b>	
IE	10 and above
Firefox	42 to 49
Firefox ESR	52
<b>For Best results the Screen resolution should be set to 1024 x 768 Pre-Requisites for Login</b>	

4. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
5. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

## 6. **REGISTRATION**

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

## 7. **SEARCHING FOR TENDER DOCUMENTS**

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## 8. **PREPARATION OF BIDS**

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area

available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## 9. **SUBMISSION OF BIDS**

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- vi) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will

be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

10. **ASSISTANCE TO BIDDERS**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Site Compatibility	
Browser used	Firefox
Full version	35
Your OS	Windows
Cookies Enabled	Yes
Your Screen Resolution	1366 x 768
Java Enabled	Yes
Java Version	1.8.0_111
JWS	true
Java Deployment Toolkit 8.0.1110.14	11.111.2.14
Java(TM) Platform SE 8 U111	11.111.2.14

**Note: The portal is compatible for the following browser version**

IE	<b>10 and above</b>
Firefox	<b>42 to 49</b>
Firefox ESR	<b>52</b>

**NFL (For Tender Details):-**

Mr. Pravin Chalkh M.O (Mtls.), National Fertilizers Limited; Naya Nangal-140126 Mob : 9420140920; Email: pravin@nfl.co.in
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1. The tenders will be opened electronically by us from our **Naya Nangal Office**.
2. The tenders will be submitted online on the web site <https://etenders.gov.in/eprocure/app>
3. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.

4. All tenders should be submitted online digitally signed and sealed by using digital certificate.
5. Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender documents.
6. No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.

7. The bidders who wish to attend the Opening of Tenders (Technical & Price Bids) can attend the same as per Schedule dates mentioned in the NIT.

8. In case of Two-Part Bid, Price Bid of the vendors, who are Eligible and Techno-Commercially acceptable, shall be opened electronically and time & date for the same will be intimated to Techno-Commercially Acceptable Bidders.

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

10. **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED;**  
NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality:

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

11. The activity defined for vendors are Download of Tender document, Bids Preparation and Hash Submission, Re-encryption of Online bid and Uploading of bids.
12. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.
13. During the Bid Preparation and Hash Submission Stage, the bidders who have downloaded the tender document during the previous sequence will be preparing their bids and submitting their bid signed hashed online. Additionally, hashes will be generated for each single document (files) that is committed to be part of the bid. The bids will be prepared and hashes will be generated and signed envelope-wise. The signatures will be done digitally using DCs.
14. During Re-encryption of Online Bid sequence the bidders will re-encrypt their bid data and upload the documents for which hashes have been generated and submitted during the bid preparation and hash submission stage. The bids will be re-encrypted with the public key of the proprietary key pair that has been assigned to this tender.
15. **N.F.L. NANGAL - GSTIN No. 03AAACN0189N2ZD & PAN No. AAACN0189N**

## TENDER DOCUMENTS FOR COOLING WATER TREATMENT PACKAGE

### (COMMERCIAL SECTION)

**The Tender Particulars:-**

1.	i)	Tender No.	:	<b>PN/RM/CWT/2023-25</b>
	ii)	Requirement	a)	To formulate and specify Non-Chromate Stabilized <b>ORTHO-PHOSPHATE ZINC (in single formulation)</b> Cooling Water Treatment programme for Cooling Towers specified in Technical Section & Provide Services for CW Treatment.
			b)	To supply chemicals so as to meet the Performance Guarantees, as specified under Article <b>3.7 AND 3.8</b> of Technical Section.
			c)	To provide chemical dosing pumps and monitoring equipment, free of charge on returnable basis.
	iii)	Quantity of offered chemicals	:	To be specified by Vendor.
	iv)	Type of Tender	:	<b>OPEN TENDER UNDER TWO PART BID SYSTEM.</b>
	v)	<b>Earnest Money Deposit</b>	:	<b>Tenderers must submit Earnest money deposit of Rs. 1,00,000/- (Rupees One Lakh only).</b>
	vi)	<b>Security Deposit cum Performance Guarantee</b>	:	<b>10% of Basic Order value.</b>
	vii)	<b>Eligibility Criteria Tender Opening</b>	:	Price Bids of only those bidders who meets the <b>Eligibility Criteria</b> and technical & commercial terms & conditions will be opened on a later date.
	viii)	Tender validity		Must be initially valid for 120 days from date of opening of tender.
	ix)	Estimated value		<b>Rs. 158.66 Lakhs (for 2 years)</b>
	x)	Delivery		Please quote your earliest possible delivery schedule.
	xi)	Mode of dispatch	:	By Road
	xii)	Tender shall be addressed to:		CM (Materials) NFL, NANGAL.
	xiii)	In Technical Section (Section A, B, C), the scope of supply and responsibilities of the supplier have been defined.		

xiv)	<p><b><u>Period of Contract</u></b>  Contract shall be initially valid for a period of <b>one year duration</b> from the date of issuance of LOI which on successful execution <b>may be extended for a period of up to another one year</b> at the sole discretion of NFL. Vendors shall however quote for a period of two years during which the quoted rate shall remain firm and valid.</p>
xv)	<p><b><u>Staggered supply of Chemicals</u></b>  At the commencement of the contract, supply shall be made for three months requirement along with one lot of pre-cleaning, Passivation and contingency chemicals for each tower and payment shall be made as below.</p> <p>Thereafter, against supply of monthly requirement, payment shall be restricted to 1/12<sup>th</sup> of the Guaranteed overall annual cost.</p> <p>The running inventory of one month's requirement shall be included in the aforesaid inventory on three months. Monthly deliveries will be made in lots of one month's requirement by 15<sup>th</sup> of every month so as to ensure that inventory at NFL Stores does not fall below 2 months requirement at any given point of time. The reserve stock of 2 months requirement shall be made till the 11<sup>th</sup> month of the contract.</p>
xvi)	<p><b><u>Firm Prices</u></b>  Prices offered shall remain firm during the currency of the contract except variation of statutory levies. Vendor should confirm the same specifically in the offer.</p>
xvii)	<p><b><u>Payment Terms</u></b>  No advance payments are allowed. 100% Payments are made within 30 days of receipt and acceptance of material at site as per following details.</p> <p>At the commencement of the contract, supply shall be made for three months requirement along with one lot of pre-cleaning, Passivation and contingency chemicals for each tower and payment shall be made as above.</p> <p>Thereafter, against supply of monthly requirement, payment shall be restricted to 1/12<sup>th</sup> of the Guaranteed overall annual cost payment shall be released based on actual consumption of chemicals limited to overall guaranteed cost of all towers taken together on yearly basis.</p> <p>However, during last month of the contract period, spare inventory of regular chemicals as mentioned above shall not fall below one month's requirement.</p> <p>Further, the pre-cleaning, Passivation and contingency chemicals left over at the end of the contract shall be taken back by the vendor and NFL shall recover the corresponding amount from the vendor.</p> <p>Reference of payment in Clause No. 4.1(h) (Stabilization period) of Section C, Clause No. 3.3 of Section B (Contingencies Chemicals), may be read as 'that stated in Clause XVII, above payment term Clause of Commercial Section. However for pre-cleaning, Passivation &amp; contingency chemicals, payment shall be adjusted later on as per the event of actual consumption on the occurrence of these events. Payment for stabilization stated at clause 4.1(h) is for adjustment based on actual consumption but limited to overall cost of all towers taken together on yearly basis.</p> <p>You have the option to receive payment through Electronics Fund Transfer (EFT) / RTGS Process. For this option, you may submit your bank particulars i.e. <b>Name of the Party/Beneficiary, Party's Banker Name and Address, Branch Name, City, Branch Code, IFSC Code of Bank, Bank Account No. (All digits in case of CBS Branches), E-Mail of Beneficiary, Type of Account, MICR No.</b> to enable us to release payment accordingly. All bank charges will</p>



		be to your account.
	xviii)	<p><b><u>Transportation</u></b> The responsibility of transportation of cooling water chemicals along with accessories from vendor's works to NFL site shall be entirely of the vendor.</p> <p>Supplier has to ensure that all statutory requirements are fulfilled which are needed for the transportation of cooling water chemicals as per rules.</p>
	xix)	<p><b><u>Cost of Chemicals Consumed</u></b> Monthly consumption of the chemicals shall be indicated by the bidder based on the design water analysis and parameters to be maintained as defined in TECHNICAL SECTION.</p> <p>The annual cost of chemicals consumption on the above basis shall be guaranteed by the bidder. Any excess cost due to excess consumption of chemicals over the guaranteed one shall be borne by the supplier. In case, the actual consumption is below guaranteed one, payment will be restricted to actual consumption of chemicals.</p>
	xx)	<p><b><u>Maintenance of equipment</u></b> Maintenance of their own equipment supplied to NFL on loan basis required for cooling water treatment shall be done by the vendor and at the end of the contract; same shall be taken back by the vendor. The above will be at the risk and cost of the vendor.</p>
2.		<p><b><u>Evaluation of bids</u></b> Evaluation of bids shall be done with suitable loading, in case of any deviation to NFL terms &amp; conditions.</p>
3.		<p><b><u>Deviations</u></b> Any deviation in Technical and Commercial terms of NIT should be highlighted separately.</p>
4.		<p>Any clarifications on procedure, tender specifications both technical &amp; commercial can be had from DGM(Materials) any time before tender closing date and time either personally. Postal delays shall not cause postponement of tender processing dates &amp; tenderers in their own interest shall take all steps that are necessary for them to participate in tender well in time.</p>
5.		<p>All information sought by NFL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of tenderer to comply with requirements of NFL within stipulated time shall entitle NFL to proceed with the tenders on the basis of information available. No responsibility for postal delays shall rest on NFL.</p>
6.		<p>NFL shall reserve the right to postpone tender opening, withdraw the NIT or reject any or all tenders or accept in whole or part any tender under intimation to the bidders without assigning any reason thereof. No quarry in this regard shall be entertained from tenderers.</p>

7.	<p><b>Earnest Money Deposit (EMD)</b></p> <p>1. <b>Tenders can be submitted EMD of Rs.1,00,000/- (Rupees One Lac Only) in the form of :</b></p> <p>i) <b>E-transfer in NFL account through RTGS/NEFT.</b>  <b>Our Bank account details are as under: -</b>  Bank Name: <b>State Bank of India, Naya Nangal</b>  Account No.: <b>011070992603 (Cash credit A/c)</b>  IFS Code : <b>SBIN000689</b>  MICR : <b>140002304</b></p> <p><b>or</b></p> <p>ii) <b>Bank Guarantee</b> in the prescribed format from any scheduled Bank excluding Gramin/Co-op Banks. The BG should be valid for a period of minimum 3 months and the party should give an undertaking for extension of the validity of the BG in case the same is desired by NFL. <b>(Annexure-Bid Security (EMD) Performa)Supplier/Contractor may be instructed specially to inform the UTR No. with Name of supplier in order to have hassle free transaction details.</b></p> <p>iii) The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to the NFL Banker i.e. ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP,201301, IFSC Code ICI0000031, as per following details:-  IFN 760 COV for issuance of bank guarantee.  IFN 767 COV for amendment of bank guarantee.  Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in filed 7037 COV / IFN 767 COV".</p> <p>iv) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:  CHIEF.MGR.(Mtls.)  NATIONAL FERTILIZERS LIMITED  NANGAL UNIT-140126  DISTT. ROOPNAGAR  PUNJAB</p> <p>In case EMD/ SD or PBG submitted through NEFT/RTGS, URN No. for the same mentioned in the offer. Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.</p> <p>1.1 <b>Forfeited of EMD:</b> Earnest money will be forfeited at the sole discretion of NFL, in case tenderer after opening of tender, either wholly or in part, refuse to accept the Purchase Order or changes any of the conditions of the tender or changes the quoted rates and/or terms and conditions of the tender within validity period. If the successful tenderer does not deposit the security as stipulated in the Purchase Order, EMD will be forfeited without further reference.</p> <p>1.2 Earnest Money deposit of the unsuccessful tenderers will be returned as early as possible after finalization of the tender.</p> <p>1.3 Earnest Money Deposit will not carry any interest.</p> <p>1.4 The tenders submitted without Earnest Money Deposit may be summarily rejected without any further reference.</p>
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8. **Security Deposit-cum- Performance Guarantee. To be submitted @10% of the Basic Order Value within 15 day from the date receipt of Order in the form of :**

- i) E-transfer in NFL account through RTGS/NEFT.  
Our Bank account details are as under: -
- Bank Name: **State Bank of India, Naya Nangal**  
Account No: **011070992603 (Cash credit A/c)**  
IFS Code : **SBIN000689**  
MICR : **140002304**
- Or
- ii) **Bank Guarantee** in the prescribed format specified by NFL as per (Annexure) enclosed from any of the scheduled Bank excluding Garmin/Co-op Banks in the format against the Security Deposit for the faithful and proper fulfilment of the contract. The BG should be valid for the Delivery Period plus Guarantee/Warranty Period plus 3 months claim period.
- iii) The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to the NFL Banker i.e. ICICI Bank Ltd., K1, Senior Mall, Sector-18, Noida, UP,201301, IFSC Code ICI0000031, as per following details:-
- ❖ IFN 760 COV for issuance of Bank Guarantee.
  - ❖ IFN 767 COV for amendment of Bank Guarantee.
  - ❖ Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015' in filed 7037 COV / IFN 767 COV".
- iv) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:
- CHIEF.MGR.(Mtls.)  
NATIONAL FERTILIZERS LIMITED  
NANGAL UNIT-140126  
DISTT. ROOPNAGAR  
PUNJAB

In case EMD/ SD or PBG submitted through NEFT/RTGS, URN No. for the same mention in the offer. Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.

- 1.1 The successful tenderer shall be required to furnish non-interest bearing **Security Deposit-Cum PBG @10% of the Basic Value of the Order after adjusting EMD (if already submitted) within 15 days from the date receipt of order** in the form of e-transfer/Bank Guarantee from nationalized/scheduled bank excluding rural & co-operative bank covering delivery period plus 3 months claim period. Bank guarantee must be directly sent by your banker to NFL. URN No. for the same may be mentioned in the offer.
- 1.2 **The Security Deposit-Cum PBG submitted by you shall be converted into Performance Bank Guarantee which will remain valid till delivery period plus Guarantee/Warranty period plus 3 months claim period. Bank Guarantee must be directly sent by your banker to NFL.**
- 1.3 The **Security Deposit-Cum PBG** 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 by NFL, else NFL, at its sole discretion may call upon the Bank to pay the whole or part of the amount of Bank Guarantee.
- 1.4 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 encash the Bank Guarantee/ **Security Deposit-Cum PBG** either the whole or part of value of Bank Guarantee or Security Deposit and tenderer will make good the value of Bank Guarantee/ **Security Deposit-Cum PBG** to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.
- 1.5 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.
- 1.6 In the event of the forfeiture of whole or part of the **Security Deposit-Cum PBG**, the tenderer will deposit further sum/sums, so as to maintain the full **Security Deposit-Cum PBG** amount.
- 1.7 The **Security Deposit-Cum PBG** 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 PBG** or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.
- 1.8 The **Security Deposit-Cum PBG** will not carry any interest.

9.	<b>Destination for Dispatch of Chemicals</b>	By Road ; Door delivery at NFL,NANGAL unit
10.	<b>Consignee</b>	Materials (Stores), NFL, NANGAL
11.	<b>Our Banker</b>	STATE BANK OF INDIA, Naya Nangal (Branch code: 0689).
12.	Transit Insurance will be arranged by Vendor.	
13.	<b><u>Packing and Forwarding Charges:</u></b> These shall be included in the price which is on FOR destination basis.	
14.	<p><b><u>Price</u></b> The tenderer shall state item wise and total prices as under</p> <ul style="list-style-type: none"> <li>i) Ex-works price</li> <li>ii) Packing &amp; Forwarding charges, GST etc.</li> <li>iii) FOR station of dispatch.</li> <li>iv) Freight by Road</li> <li>v) FOR destination price.</li> </ul> <p>Tenderers should quote the rates both in figure and words. In case of any discrepancy, rates quoted in words shall be applicable. The supply shall be made of FOR destination basis.</p>	
15.	<p><b><u>Delivery</u></b> Deliveries shall be made in such a way that inventory at NFL stores does not fall below 2 months requirement at any point of time.</p>	
16.	<p><b><u>Taxes Etc.</u></b> Shall be payable extra on actual. The rates as prevailing on the date of submitting tender shall be specified.</p>	
17.	<p><b><u>Package</u></b> All cooling towers in the unit shall be clubbed in a single package for the purpose of bid evaluation and subsequently placement of order. However, NFL shall have right to vary quantities and split order wherever considered necessary without any liability of any kind whatsoever.</p>	
18.	<p><b><u>Clear understanding:</u></b> The tenderers shall acquaint themselves fully with all the terms and conditions, limitations, local conditions, scope, requirements and official / statutory regulations and rules, confirming and subject to which services are to be performed. Failure to understand / comply with those requirements will not absolve the tenderers of their obligations and duties under the contract in the event of their tenders being accepted. No claim whatsoever on the plea of ignorance shall be entertained.</p>	
19.	<p><b><u>Acceptance / Rejection of Tender</u></b> NFL reserves the right to accept or reject, at its sole discretion, any bid / all bids, in whole or in part without assigning any reasons thereof.</p>	
20.	<p><b><u>Award of contract</u></b> Award of contract will be made at the sole and obsolete discretion of National Fertilizers Limited., which shall not be disputed. The terms &amp; conditions as embodied in the purchase order shall be final and shall supersede any other terms &amp; condition that might have been indicated in the tender submitted by the tenderers.</p>	

21	<p><b>Subletting of contract</b></p> <p>The successful tender shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of successful tenderer's subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods/ award the contract elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd., for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted by NFL, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall hold the successful tenderer responsible for satisfactory and due &amp; proper fulfillment of the contract.</p>
22	<p><b>Force-Majeure:</b></p> <p>Neither party shall be liable for any claim on account of any loss, damage or compensation whatsoever arising out of any failure to carry out the terms of this contract where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riot, earthquake, draught, floods crop failure, strike or act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities. The party so affected shall give a notice of such occurrence to the other party in writing within 10 days from the date of occurrence of the force-majeure condition furnishing therewith a documentary evidence supporting the invoking of force-majeure. On cessation of the force-majeure the party invoking force-majeure shall inform the other party of the period for which force condition continued and shall also give documentary evidence thereof to this effect. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of 3 months, both the parties shall meet and decide about the future course of action for implementation of the contract.</p>

**ARBITRATION**

The contract shall be governed by and construed in accordance with the laws of India.

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

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

Where the claim including determination of interest, if any, being claimed 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 Arbitrators(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

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

**The seat and venue of arbitration shall be Nangal Unit.**

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."

**For CPSEs and Government Department:**

All commercial disputes between CPSEs inter se and CPSE(s) and Govt Department(s) Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 Dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/ Organizations shall be included as under: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government 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".

24.	<p><b><u>JURISDICTION</u></b></p> <p>All actions at law or suits arising out of or in connection with the contract or the subject matter thereof shall be instituted in a court of competent jurisdiction at Nangal Dam in Ropar District of Punjab.</p>
25.	<p><b><u>PENALTY FOR LATE DELIVERY</u></b></p> <p>Time shall be deemed to be essence of the contract. In case of delay in supplies, unless extension of delivery has been granted, in writing by NFL on application by the supplier. NFL may at their option:-</p> <ul style="list-style-type: none"> <li>i) Recover from the supplier as liquidated damages a sum of equal to half percent per week or part thereof the value of stores not delivered subject to a maximum of 5% of value of the order OR</li> <li>ii) Purchase elsewhere on account of and at the risk and cost of the supplier the stores not delivered OR</li> <li>iii) Cancel the order without prejudice to the rights of NFL under (i) and (ii) above.</li> </ul>
26.	<p><b><u>SECRECY</u></b></p> <p>Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.</p>
27.	<p>The tenderer shall indemnify NFL with all Statutory requirements and laws in performing the contract. The responsibility for action / safety of his employees during the contract period shall be solely his.</p>
28.	<p>The tenderer shall indemnify NFL against any infringement of trademark or title to goods by him and shall be solely responsible for the goods offered for sale.</p>
29.	<p>Should a tenderer or contractor have a relations or in firm case of company or contractors, one or more of its shareholders or relations of shareholders employed in the NFL. The tenderer must disclose the names of such relation(s) while submitting his offer, failing which NFL may in its own discretion reject the tender or rescind the contract.</p>
30.	<p><b><u>Laws Governing Purchase Order</u></b></p> <p>The purchase order shall be governed by the Laws of Union of India for the time being in force.</p>
31.	<p>The bid shall be signed by the authorized / Principal offer(s) of the bidder. Power of Attorney granted in favour of any other person for such purpose shall accompany the bid.</p> <p>Vendor must confirm that none of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately).</p> <p>Vendor must confirm that none of NFL's ex-employee is employed with us. (In case any ex-employee of NFL is employed, furnish details separately).</p> <p>Vendor must confirm that None of blood relation of the owners/directors is participating in this tender in the name of other firm.</p> <p>Vendor must confirm that they have not been de-listed/ blacklisted by any institutional Agency/Govt. department for participation in the tender &amp; no other Firm/Sister Concern/Associate belongs to the same group in participating /submitting the tender for job.</p>
32.	<p>NFL reserves the right to demand from the tenderers any information / clarifications related to and incidental to the tender.</p>

33.	Bidder will be responsible for any compensation/insurance as per Compensation Act-1923 of the persons engaged for carrying out the job. Bidder will be solely responsible for any liability of any person engaged for carrying out the job at NFL Site. Bidder will ensure compliance of Indian Labour Laws and NFL shall be under no obligation to accept/admit any claim on this behalf.
34.	<p><b><u>NO COMPENSATION FOR SUBMISSION OF TENDERS :</u></b></p> <p>The tenderer shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation of and submission of their tenders, though NFL may withdraw invitation to tenders, or reject any or all tenders without assigning any reason whatsoever.</p>
35.	<p><b><u>MSMED ACT 06:</u></b></p> <p>In case you are registered as MICRO, SMALL or MEDIUM Enterprise under ‘The Macro Small &amp; Medium Enterprise Development Act, 2006 (MSMED Act)’ promulgated by Government of India and vide Notification dated 01/06/2020:-</p> <ul style="list-style-type: none"> <li>i. <b>Micro:- Where the investment in Plant &amp; Machinery does not exceed Rs. One Crore and turnover does not exceed Rs. Five Crore. or</b></li> <li>ii. <b>Small:- Where the investment in Plant &amp; Machinery does not exceed Rs. Ten Crore and turnover does not exceed Rs. Fifty Crore. or</b></li> <li>iii. <b>Medium: - Where the investment in Plant &amp; Machinery does not exceed Rs. Fifty Crore and turnover does not exceed Rs. Two Hundred and Fifty Crore.</b></li> </ul> <p><b>Please indicate the relevant category in your Offer enclosing the following documents, if applicable:</b></p> <ul style="list-style-type: none"> <li>a) <b>Declaration of Udyog Adhar Memorandum (UAM) No. by the vendors on CPPP is mandatory from 01.04.2018. Vendors registered with MSME ensure that their UAM number should appear on CPPP, failing which they shall not be entitled to enjoy the benefit of Public Procurement Policy MSMEs Order, 2012. Vendor shall submit a copy of UAM (Udyog Aadhar Memorandum) / Relevant certificate as applicable under MSMED.</b></li> <li>b) <b>Please also indicate whether the MSE owned by SC/ST Entrepreneurs. If yes, attach relevant category certificate issued by authorities concerned.</b></li> <li>c) <b>MSE owned by women entrepreneurs shall upload valid certificate issued by concerned authorities falling which it will be presumed that MSE firm is not owned by women entrepreneurs.</b></li> <li>d) <b>All MSE Vendors registered with CPSEs are also required to be registered on “TReDS” platform (www.rxil.in) and “MSME-SAMADHAAN” portal of M/o. MSME. as per Department of Public Enterprises office memorandum No. DPE/7(4)/2017-Fin. Dated 17.10.2018.</b></li> </ul> <p><b>In case you are not registered as MSE, you will procure at least 25% of value of contract/P.G. as Goods/Services from MSEs and a certificate to this effect will be submitted by you along with Invoice.</b></p> <p>The above documents should be submitted failing which the bidder shall not be entitled for the benefit under MSMED Act.</p> <p>However, NFL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.</p>



**PUBLIC PROCUREMENT POLICY (Under Make in India)**

- 1.0 Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no.P-45021/2/2017 BE-II dated 15<sup>th</sup> June 2017 & revision **Amended on 04.06.2020 (Copy Enclosed)** of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.
- 1.1 Bidders seeking benefits under Purchase 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. The salient features of which are as under:
- a) **Minimum Local Content:- The minimum local content shall ordinarily be 50%**  
b) **Margin of Purchase Preference:- The margin of purchase preference shall be 20%**
- 1.2 **The 'Class-I local supplier'/'Class-II Local supplier'** at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for 'Class-I Local supplier'/'Class-II Local supplier', as the case may be. They shall also give details of the locations (s) at which the local value addition is made.
- 1.3 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 practising Cost Accountant or practising Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.
- 1.4 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 bidder has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.
- 2.0 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 bidder 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.
- 3.0 NFL reserve the right to relax the norms on prior experience & turnover for start-ups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.
- 4.0 In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
- 4.1 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
- 4.2 In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However, the exemption from furnishing Bidding Document fee and Bid Security/EMD shall continue to be available to MSE Bidders.

**Bidder shall be required to submit Self-Certification Form- Make In India (Local Content) on their Letter Head as per Annexure-Y enclosed alongwith offer .**

37.	Bidders may please confirm whether they are registered as MSE ( Micro or Small Enterprises ). If so, please enclose requisite certificate. In case bidders are not registered as MSE, they will procure at least 25% of value of contract/PO as Goods/Services from MSE and a certificate to this effect will be submitted by them along with Invoice.
38.	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.
39	<p>Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 shall be applicable:</p> <p>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 Competent Authority.</p> <p>Bidder shall be required to submit certification regarding compliance with this order on their letterhead as follows: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with india; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"</p>
40	<p>Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office IOM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 &amp; 8<sup>th</sup> Feb,2021 (Enclosed) shall be applicable:</p> <p>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 Competent Authority.</p> <p>Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per Annexure-Z enclosed alongwith offer .</p>

**Annexure –‘B’**

The CM (Matls.),  
National Fertilizers Limited,  
Nangal Unit,  
Naya Nangal – 140 126,  
Distt. Ropar (Pb.)

**UNDERTAKING**

Sub: Your Tender No. \_\_\_\_\_

With reference to above we hereby confirm / submit following declaration: -

- 1- Tender documents have been read, understood with all clarifications pertaining to various clauses provided therein.
- 2- Conditions laid out are fully acceptable to us.
- 3- There is no condition/deviation in our quotation from the conditions of your NIT.
- 4- Earnest Money Deposit has been submitted as per Tender Terms and Conditions.
- 5- Rates quoted shall remain firm till completion of the order.
- 6- This is to certify that none of the NFL employees is related to us. (In case any relative is working NFL, furnish details separately).
- 7- That no other firm/ sister concern / associate belonging to the same group is participating / submitting this tender.
- 8- That the bidder's, their associates, sister concern, etc. have not been black listed by any Institutional agency/ Govt. Deptt. / Public sector undertaking in the last two years. In case of concealment of any fact, if detected later on such tenderer will be debarred from all future dealing with NFL".

Dated : \_\_\_\_\_ Signature \_\_\_\_\_ of  
Tenderer: \_\_\_\_\_

Place : \_\_\_\_\_ Name & Address of the  
Tenderer: \_\_\_\_\_

\_\_\_\_\_

Phone No. :

\_\_\_\_\_

Fax No. :

\_\_\_\_\_

E-Mail Address :

\_\_\_\_\_

## TECHNO-COMMERCIAL BID TEMPLATE

### Tender for COOLING WATER TREATMENT PACKAGE

Sr. No.	Description	NFL requirement as per NIT	Vendors comment (Agreed / if not agreed, please comment)
1	<b>Technical section</b>	All terms & conditions are acceptable. If any deviation please mention separately and upload the same.	
2	<b>Commercial section</b>	All terms & conditions are acceptable. If any deviation please mention separately and upload the same.	
3	<b>General</b>	Bidder may upload any specific procedure or any other information related to this NIT. Please indicate if any such document is being uploaded.	
4	<b>P &amp; F charges per kg.</b>	Vendor to quote P&F charges per kg, if any.	
5	<b>GST</b>	Vendor to intimate the rate of GST in %, if applicable.	
6	<b>Freight</b>	Vendor to quote Freight and rate of GST on Freight charges per kg, if any.	
7	<b>Qualification &amp; Experience of Technical Personal</b>	Vendor should mention the qualification & experience, in fertilizers industry cooling water treatment, of Technical Personal.	
8	<b>Signing of Tender Documents</b>	Bidder shall sign all the Tender Documents and upload the scan copy of the same with Technical Bid.	
9	<b>Eligibility Criteria Tender Opening</b>	Price Bids of only those bidders who meets the <b>Eligibility Criteria</b> and technical & commercial terms & conditions will be opened on a later date.	
9.1	<b>Uploading of Documents as per Eligibility Criteria</b>	Bidder shall upload the documents as per Eligibility Criteria with Technical Bid.	
10	<b>Integrity Pact</b>	Integrity Pact duly signed and uploaded	
11	<b>MAKE IN INDIA</b>	<p>Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017 BE-II dated 15<sup>th</sup> June 2017 Revision (Amended on 04.06.2020) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP)</p> <p><b>Bidder shall be required to submit Self-Certification Form- Make In India (Local Content) on their Letter Head as per Annexure-Y enclosed alongwith offer</b></p>	
	A	The ' <b>Class-I local supplier</b> '/' <b>Class-II Local supplier</b> ' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for ' <b>Class-I Local supplier</b> '/' <b>Class-II Local supplier</b> ', as the case may be. They shall also give details of the locations (s) at which the local value addition is made.	

	i	<b>The 'Class-I local supplier</b> = The minimum Local content equal or more than =50% <b><u>Indicate percentage of local content and provide self certification</u></b>	
	ii	<b>The 'Class-II local supplier</b> = The minimum Local content equal or more than 20% but less than =50% <b><u>Indicate percentage of local content and provide self certification</u></b>	
	iii	<b>Non-Local Supplier</b> - Means a supplier or service provider, whose goods, services or work offered for procurement, has local content less than or equal to 20%, <b><u>Indicate percentage of local content and provide self certification.</u></b>	
12	RESTRICTION CERTIFICATION (As per Sr. No. 40 of Other Terms & Conditions of NIT)	Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per Annexure-Z enclosed alongwith offer	
13	Earnest Money Deposit	Tenderers must submit Earnest money deposit of Rs. 1,00,000/- (Rupees One Lakh only).	
14	Security Deposit cum Performance Guarantee	10% of Basic Order value.	
15	Deliver Period	Please quote your earliest possible delivery schedule.	

**PRICE BID TEMPLATE**

**PROFORMA FOR SCHEDULE OF QUANTITIES AND RATES**

**1. Regular Treatment Chemicals**

Sl. No.	Chemical	Ammonia Cooling Tower			Urea Cooling Tower			Total Amount (₹) (Sum of Columns 3 + 6)
		Quantity X for 365days of plant operation in Kg.	Basic Unit Rate (₹)/ Kg.	Amount (₹)	Quantity for 365 days of plant operation in Kg	Basic Unit Rate (₹)/Kg	Amount (₹)	
		1	2	3	4	5	6	

**2. Online Change Over (at the start of treatment prior to commencement of stabilization period)**

Chemical	Basic Rate ` Per Kg.	Ammonia Cooling Tower		Urea Cooling Tower		Total quantity (Kg)	Total Value (₹)
		Quantity (Kg.)	Amount (₹)	Quantity (Kg.)	Amount (₹)		

**3. (A) Initial Fill (if required refilling) after Shutdown**

Chemicals	Basic Rate ` Per Kg.	Ammonia Cooling Tower		Urea Cooling Tower		Total quantity (Kg)	Total Value (₹)
		Quantity (Kg.)	Amount (₹)	Quantity (Kg.)	Amount (₹)		

**3. (A) Pre-cleaning/Biocleaning after Shutdown**

Chemicals	Basic Rate Rs. Per Kg.	Ammonia Cooling Tower		Urea Cooling Tower		Total quantity (Kg)	Total Value (Rs.)
		Quantity for one charge(Kg)	Amount	Quantity for one charge (Kg)	Amount		

#### 4. Passivation after Shutdown

Chemicals	Basic Rate Rs. Per Kg.	Ammonia Cooling Tower		Urea Cooling Tower		Total quantity (Kg)	Total Value (Rs.)
		Quantity for one charge(Kg)	Amount	Quantity for one charge (Kg)	Amount		

#### 5. Contingency Chemicals for Oil

Chemicals	Basic Rate Rs. Per Kg.	Ammonia Cooling Tower		Urea Cooling Tower		Total quantity (Kg)	Total Value (Rs.)
		Quantity (Kg) for one charge	Amount	Quantity (Kg) for one charge	Amount		

#### 6. Contingency Chemicals for Ammonia

Chemicals	Basic Rate Rs. Per Kg.	Ammonia Cooling Tower		Urea Cooling Tower		Total quantity (Kg)	Total Value (Rs.)
		Quantity (Kg) for one charge	Amount	Quantity (Kg) for Three charge	Amount		

#### 7. Contingency Chemicals for Urea (If ingress of Urea is more than 10ppm)

Chemicals	Basic Rate Rs. Per Kg.	Ammonia Cooling Tower		Urea Cooling Tower		Total quantity (Kg)	Total Value (Rs.)
		Quantity (Kg) for one charge	Amount	Quantity (Kg) for one charge	Amount		

#### 8. Free issue chemicals to be supplied by NFL.

Description of material	Ammonia Cooling Tower		Urea Cooling Tower		Total quantity (Kg)
	Quantity for one year (Kg.) based on 365 days		Quantity for one year (Kg.) based on 365 days		
a) Chlorine					
a) Sulphuric Acid					

**9. Soda Ash (As per Para 3.2.1(b) Of Section B of Technical Section)**

CHEMICAL	BASIC PRICE RS./Kg.	Landed price in Rs./Kg.
Soda Ash		

**10. Technical Service Charges (if any), for whole Treatment) (Refer Cl. no. 3.6.4 of Section B of Technical Section)**

Technical Service Charges	Value (Rs.)	GST % age (if any)

**11. Alternate Chemicals for ACT and UCT**

Chemicals	Basic Rate Rs. Per Kg.



**LOADING CRITERIA**

The tenderers must accept the terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of NFL. NFL however, may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, security deposit, liquidated damages, payment terms etc. by adopting the following loading criteria: -

1. **Offers received without EMD:**

EMD amount (absolute value), as required in the NIT shall be loaded on landed cost of total offer value.

2. **Non-submission of SD-cum-PBG:**

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder, for example, NIT calls for bank guarantee for 10% then loading shall be done as under:-

Bank guarantee for SD cum PBG	Loading Criteria
Less than 10%	(10%- (quoted percentage)) of basic price @ prime lending rate (SBI MCLR + 1%); on shortfall in Bank Guarantee Value agreed by the bidder for delivery period with additional one month period.

3. **For discrepancy in acceptance of Liquidated damages due to delay in supplies:**

If deviation is noted in the quoted damages, the proportionate loading for shortfall shall be adopted, for example NIT calls for 0.5% per week subject to maximum of 5% of the total order value (basic price), and loading criteria shall be as under:

	Quoted Damages	Loading criteria
a)	0.5% per week subject to a ceiling of 5% of total order value (basic price) (As per NIT).	No loading
b)	0.5% per week subject to a ceiling of 2.5% of total order value (basic price).	2.5% loading of basic price.
c)	Damages accepted on undelivered value instead of total order value.	2.5% loading of basic price
d)	Non-acceptance of damages	5% loading of basic price

**Payment Terms:**

"If Deviation in Payment Terms: NFL will not make any advance/progressive payments. In exceptional cases, advance/progressive payments can be agreed subject to payment of interest @ SBI MCLR + 1% and submission of acceptable unconditional Bank Guarantee (BG) of equivalent amount (including interest amount) as per 'NFL' format. The BG shall have sufficient validity, i.e., quoted delivery period + three months. For any advance/progressive payments guidelines of CVC shall be followed.

The deviation in differential payment terms with respect to NIT clause shall be loaded as under for interest @ prime lending rate (SBI MCLR) + 1% for the period:

(a) **Interest calculation against Mobilization Advance.**

SN	Payment Terms	Period of Loading
1.	Advance against LOI/PO	Full delivery period + 30 days

**(b) Interest calculation on progressive payment.**

Interest on Progressive payment shall be calculated on FOB/Ex- works price for the following period:

<b>SN.</b>	<b>Payment Terms</b>	<b>Period of Loading</b>
1.	Against submission of Drawing.	Full delivery period less one month.
2.	Against drawing approval	Full delivery period less two months.
3.	Against placement of PO for raw material	<b>a)</b> If delivery period < 8 months Full delivery period less two months. <b>b)</b> If delivery period > 8 months Full delivery period less three months.
4.	Against Shipment of raw materials.	Full delivery period less five months or five months whichever is more.
5.	Against Receipt of raw materials.	Full delivery period less six months or four months, whichever is more.
6.	Against Payment for dispatch of materials / through bank	
6a	Foreign Bidders	Three months
6b	Indian Bidders	Depending on Delivery conditions viz. Ex-works – one and half months FOR destination – one month
7.	Against Payment within 30 days	Nil
<p>-Interest will also be charged on advance payment if supplies get delayed beyond delivery schedule stipulated in the P.O. -*Interest on interest-free advance payment, if insisted by the bidder, shall be loaded at applicable prime lending rate (SBI MCLR) + 1% or as may be indicated in the bidding documents.</p>		

**AFFIDAVIT**

I, \_\_\_\_\_ S/o Shri \_\_\_\_\_ resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:-

- 1) That \_\_\_\_\_(date of start of business), I the deponent has started the business under the name and style of M/s. \_\_\_\_\_ as Sole Proprietor and at present M/s. \_\_\_\_\_ is a Sole Proprietorship Firm.
- 2) That the deponent is holding documents like PAN No. \_\_\_\_\_, GST No. \_\_\_\_\_, Provident Fund No. \_\_\_\_\_, ESI No. \_\_\_\_\_, Bank Account No. \_\_\_\_\_, etc. in the name of Sole Proprietorship Firm.
- 3) That my above declarations are true and correct to the best of my knowledge and in case of any declaration found to be incorrect in that even my bid / tender may be rejected.

DEPONENT

VERIFICATION

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

DEPONENT

Place :-----

Dated :-----

**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 action as deemed fit.

DEPONENT

Dated: \_\_\_\_\_

**VERIFICATION**

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

DEPONENT

Place \_\_\_\_\_

Date: \_\_\_\_\_

**Self-Certification Form: Make In India (Local Content)  
(On Company's Letter Head)**

**Tender Ref. No.:** .....

To

M/s National Fertilizers Limited, Nangal

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

Sir,

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

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

The address is as below, where the local content/ value addition is made:  
[Factory Address]

For M/s.....

Authorized Signatory  
(with company seal & Name)

**Model Clause Certificate: Public Procurement No. 1  
(On Company's Letter Head)**

**Tender Ref. No.:** .....

To  
M/s National Fertilizers Limited, Nangal

Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020

Sir,

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

M/s.....**[Vendor Name & address]** is not from such a country or, if from such a country **[Tick appropriate option & cut the other one]**, has been registered with the competent authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered **[attach evidence of valid registration certificate with competent authority]**.

For M/s.....

Authorized Signatory  
(with company seal & Name)

**BID SECURITY (EMD) FORM  
DRAFT OF BANK GUARANTEE FOR BID SECURITY DEPOSIT/EMD**

IN CONSIDERATION OF NATIONAL FERTILIZERS LIMITED (NFL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003 (HEREINAFTER CALLED NFL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT \_\_\_\_\_ (HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO \_\_\_\_\_ FOR \_\_\_\_\_ HEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER \_\_\_\_\_ FOR \_\_\_\_\_ ON PRODUCTION OF BANK GUARANTEE FOR RS. \_\_\_\_\_ (RUPEES \_\_\_\_\_ ONLY).

1. WE \_\_\_\_\_ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO NFL AN AMOUNT NOT EXCEEDING RS. \_\_\_\_\_ (RUPEES \_\_\_\_\_ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'NFL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.
2. WE \_\_\_\_\_ BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'NFL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'NFL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT

EXCEEDING \_\_\_\_\_ (RS \_\_\_\_\_

—  
ONLY).

3. WE \_\_\_\_\_ BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/OR TILL ALL THE DUES OF NFL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF NFL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE \_\_\_\_\_ TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.
4. WE \_\_\_\_\_ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'NFL' IN WRITING.

DATED \_\_\_\_\_ DAY OF \_\_\_\_\_ 200

CORPORATE SEAL

FOR BANK.



**SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT**

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

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and \_\_\_\_\_ a Company incorporated in \_\_\_\_\_ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of \_\_\_\_\_ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum Performance Bank Guarantee for Rs. \_\_\_\_\_.

CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfillment of all of its obligations under the contract.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Security Deposit cum Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum- Performance Bank Guarantee is limited to Rs. \_\_\_\_\_.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ Months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the

above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.

3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit cum-Performance Bank Guarantee will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

(Indicate the name of the Bank with stamp)

**(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 CWT. 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)

*Loyal*

(Office Seal)

Place: \_\_\_\_\_

गुरप्रीत सिंह लायल / Gurpreet Singh Loyal  
मुख्य प्रबन्धक (सामग्री) / Chief Mgr. (Mats.)  
नेशनल फर्टिलाइजर्स लिमिटेड / N.F.L.  
नंगल इकाई / Nangal Unit-140126

Date: \_\_\_\_\_

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

सुरील कुमार बाली / Sushil Kumar Bali  
प्रबंधक (सामग्री) / Manager (Mats.)  
नेशनल फर्टिलाइजर्स लिमिटेड / N.F.L.  
नंगल युनिट / Nangal Unit  
नया नंगल (पंजाब) / Naya Nangal (Pb.)

Witness 2:

Witness 2:

(Name & Address)

(Name & Address)

प्रविण चलाख / PRAVIN CHALAKH  
सामग्री अधिकारी / Material Officer  
नेशनल फर्टिलाइजर्स लिमिटेड / N.F.L.  
नंगल इकाई / Nangal Unit