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**NATIONAL FERTILIZERS LIMITED**

# (A Govt. of India Undertaking)

# Naya Nangal (Punjab)-140126

**Materials Department Phone-1887-220617**

**NOTICE INVITING Through GeM for**

**Material Handling/Carting Contract**

# TENDER NO. SN/MHCC/2024-25 DATED- 08.11.2023

|  |  |  |
| --- | --- | --- |
| **DATE OF START OF TENDER DOWNLOADING** | **:** | **08.11.2023 17:45 hrs** |
| **LAST DATE OF SUBMISSION OF TENDER** | **:** | **08.12.2023 10.00 hrs.** |
| **TECHNICAL BID OPENING DATE & TIME** | **:** | **08.12.2023 10.30 hrs..** |
| **PRICE BID OPENING DATE & TIME** | **:** | **Will be intimated later on** |

|  |  |  |  |
| --- | --- | --- | --- |
| NANGAL | **नेशनल फर्टिलाइज़र्स लिमिटेड**  **(भारत सरकार का उपक्रम)**  नंगल इकाई, नया नंगल 140126(पंजाब)  **NATIONAL FERTILIZERS LIMITED**  (A GOVT. OF INDIA UNDERTAKING)  NANGAL UNIT, NAYA NANGAL (PUNJAB) 140126  (An ISO - 9001: 2015, ISO-14001:2015  & ISO-45001:2018 Unit) | |  |
| फैक्स–01887-220541  एसटीडी कोड नं.01887  ई पी ए बी एक्स नं.220570 | Fax : 01887-220541,  STD No.01887  EPABX No.220570 |
| **वेबसाईट -नेशनलफर्टिलाइज़र्स.कॉम** | |  | Website : nationalfertilizers.com |

क्रमांक: एसएन/एम.एच.सी.सी./ 2024-25/ दिनांक : **\_\_\_\_\_\_**.2023

सेवा में ,

मेसर्स \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

महोदय,

कृप्या हमारा पत्र क्रमांक/निविदा नफन/\_\_\_\_\_\_\_\_\_\_\_\_दिनांक \_\_\_\_\_\_\_\_\_\_\_\_\_ इस पत्र के साथ आबश्यक कार्रवाई हेतु संलगन कर रहे है |

धन्यबाद,

भावदीय

वास्ते ---- **नेशनल फर्टिलाइज़र्स लिमिटेड**

संलगन – उपरोक्तानुसार

Ref. No.: SN/MHCC/2024-25 Date: **\_\_\_\_\_\_** 2023

To

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sir,

Please find enclosed NIT Ref.No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dt \_\_\_\_\_\_\_\_\_\_\_\_, for necessary action.

Thanks,

Yours faithfully,

For and on behalf of NFL

Encl: As Above.

|  |
| --- |
| Corporate Office : A-11,Sector-24, NOIDA-201301 Distt. Gautam Budh Nagar(U.P.) STD Code: 0120-PBX:2412294,2411743,2412432,2411377, CIN No.L74899DL1974GOI007417Registered Office: Scope Complex Core III, 7-Institutional Area, Lodhi Road New Delhi-110003 |

**NATIONAL FERTILIZERS LIMITED**

#### TENDER NO.SN/MHCC/2024-25 DATED: \_\_\_\_\_\_.2023

#### SPECIAL INSTRUCTIONS TO TENDERERS

NATIONAL FERTILIZERS LIMITED (NFL), Naya Nangal, a Govt. of India Undertaking referred to herein as the Owner intends to enter in to Contract for the Job **of Material Handling/Carting Contract** for **Two years** at its plant located at Naya Nangal (Punjab). The Contractor/s who fulfill the **Eligibility Criteria** specified in our Tender Document are invited to submit their tender in **TWO PART BID i.e. Part-I “Techno-Commercial Bid Proposal (Unpriced)” and Part-II “Price Bid Proposal”** for the said Job / Work through GEM. Methodology for submission of proposal has been detailed here under in this document.

1. The tender shall be made through GEM process. The offers in this process are required to be submitted electronically on the GeM Portal in place of offers in 'hard copy under sealed envelope' as being done conventionally.
2. In case the Earnest money deposit is preferred to be deposited by way of demand draft/Banker’s Cheque only, then the DD/Banker’s Cheque must reach us before the techno-commercial opening (as per tender schedule) though vendor is required to enter the DD no./Banker’s Cheque No. and other related details online. Alternatively the above amount(s) can also be transferred through NEFT/RTGS directly to NFL’s bank account (SBI CC No-11070992603 IFSC: SBIN0000689, Branch: Naya Nangal). Cheque shall not be accepted in any case. Firms Registered under MSME are exempted from tender fee subject to submitting of certificate. 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

**INSTRUCTIONS TO BIDDERS (ITB)**

1.00 Mode of Tendering:

National Fertilizers Limited, Naya Nangal Unit intends to Line up **Material Handling/Carting Contract** by inviting Bids through GeM portal under Two part bid system with Reverse Auctioning.

2.00 In the GeM process, Offers are required to be submitted electronically on the GeM Portal in place of offers in ‘Hard Copy under Sealed Envelope’ as is being done conventionally. Tender Submission, Tender Closing and Opening activities will be done electronically and online.

3.00 The NIT will be issued on GeM Portal  [https://gem.gov.in](%20https://gem.gov.in%20)  from where Vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online.

4.00 Vendors shall visit the URL i.e. <https://gem.gov.in> for downloading of tender documents, bid preparation, bid submission etc. .

5.00 No oral, email, telephone, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.

6.00 For queries regarding GeM process, you may contact GeM helpdesk. Contact details are as under:

|  |
| --- |
| **GeM Helpdesk ( For Vendors )**  Toll Free Numbers (Inbound): Call 1800-419-3436 / 1800-102-3436 ( 9:00 am - 10:00 pm Mon to Sat ) HelpDesk Outbound No's : 07556681401, 07556685120, 01169095625 |

**National Fertilizers Limited, Nangal Unit (For Tender details)**

|  |  |
| --- | --- |
| (1) | Jatinder Kumar Rajput, Asstt. Manager (Materials) Stores  Mobile : 7355554050;  Email: [jkrajput@nfl.co.in](mailto:jkrajput@nfl.co.in); |
| (2) | Harjeet Singh, Manager (Materials)-Stores  Mobile: 7888767417  [E-mail: hs@nfl.co.in](mailto:E-mail:%20lekhraj@nfl.co.in) |

7.00 **Name & Address of the Consignee/Unit:**

DGM (Mtls)

National Fertilizers Limited, Nangal Unit, Naya Nangal-140 126,

Dist: Ropar/Rupnagar (Punjab)

## 8.00 Availability of this tender:

This NIT/Enquiry is also available on our Company’s Website <https://www.nationalfertilizers.com> for reference purposes. However, tenders will be submitted online on <https://gem.gov.in> only.

9.00 Basis of Contract Finalization:

The contract shall be finalized on **‘L-1’** on overall basis among the technically eligible tenderers.

## NFL’s Right in this tender:

##### NFL reserves the right to negotiate with the lowest bidder at its sole discretion. In such case, the negotiations shall be held with the lowest bidder only and prior intimation shall be given by NFL to such bidder.

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

Ref. No.**:** SN/MHCC/2024-25 Date **: \_\_\_\_\_\_\_.2023.**

To

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sub.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

On- line Tenders through **GeM** are invited for the work as detailed below**:**

|  |  |  |
| --- | --- | --- |
| 1) | Name of Work: | **Material Handling / Carting Contract for Two Years.** |
| 2) | Earnest Money | Tenderer to submit Earnest Money of Rs.1,00,000/- (`One Lakh only)in the form of crossed Demand Draft / Banker’s Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Nangal Unit payable at Naya Nangal. Alternatively the above amount(s) can also be transferred through NEFT/RTGS directly to NFL’s SBI CC Bank account No-11070992603 IFSC: SBIN0000689, Branch: Naya Nangal. Cheque shall not be accepted in any case. Firms Registered under MSME are exempted from tender fee subject to submitting of certificate that the nature of job mentioned in MSME/DIC/NSIC certificate is strictly as per our NIT requirement.  (Parties seeking exemption from submission of EMD, should upload the documentary evidence in support that they are exempted from submission of EMD). |
| 3) | Reverse Auctioning | Reverse auctioning shall be done as per GeM guidelines. |
| 4) | Estimated Value of the work | **Rs. 162.70 Lakh (Inclusive of GST)** |
| 5) | Validity of Tender | **4 (Four) Months / 120 days** from the Date of Opening of Technical Bids. |
| 6) | a) Validity / Period of Contract | Two years from the date of award of the Contract and further extendable for three months at the sole discretion of NFL. |
|  | b) Time of Completion: | ---As above--- |
| 7) | Date and time for Release of Tenders (On-line): | **\_\_\_\_\_\_\_\_\_** up to ………… Hrs. |
| 8) | Last date and time for submission of on-line Tenders | **\_\_\_\_\_\_\_\_\_** up to …………. Hrs. |
| 9) | The date and time of Opening of Tenders:   1. Technical Bids 2. Price Bids | 1. **As per GeM**. 2. Will be intimated later on |
| 10) | Place of receipt and Opening of Tenders: | Online- Office of the DGM (Materials), NFL Naya Nangal. |

1. The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work. Parties are also advised to visit NFL website regularly ([www.nationalfertilizers.com](http://www.nationalfertilizers.com)) and GeM Portal (<https://gem.gov.in>). Any amendment / corrigendum to the above Tender will be displayed on GeM Portal only.
2. All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing or in person during office hours (09:30 hrs. to17:00 hrs.) on any working day, to Issuing Authority, DGM (Materials) at least 7 (Seven) days prior to the closing date of the tender submission.
3. The **rates** should be quoted item wise for the complete Scope of Work as per Proforma of ‘Schedule **of Rates’**. The **rates** should be quoted only in the units given in the Schedule of Rates and should be indicated **both in words as well as in figures.** The rates quoted shall be **valid for 120 days** from the date of opening of Technical bid for the acceptance.
4. In case of any discrepancy in quoted rates in figures and words, the rates quoted in words shall be treated as final. The Tenderer shall have to submit the Schedule of Rates Proforma duly filled in, failing which their Price bid will not be acceptable.
5. The contractor shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Proforma enclosed for Schedule of Rates.
6. National Fertilizers Limited reserves the right to reject tender of any party. However, where enquiries are made by the bidder, reasons for rejecting a tender will be disclosed to the prospective bidder.

#### Incomplete Tenders or Tenders not accompanied with the required details/ documents would be liable to be rejected without any further reference whatsoever.

1. **Submission of Tenders:**
2. No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
3. Tenders should be UPLOADED on GeM Portal along with duly filled in ‘Bid form’ as given in the GTC.
4. The tender will be divided in three parts:

The bidders shall upload duly signed copies of their bids / Documents in the following manner:

A. The bidder shall upload scanned copies of (1) Crossed Demand Draft towards EMD and (2) DD of tender document fees.

B. Original DD should reach DGM (Materials), National Fertilizers Limited Nangal, Distt. Ropar/Rupnagar (Punjab) Pincode: 140126 before opening of Techno-commercial bid. If the original DD / Bank Guarantee does not reach before the due date, the bid of that / those bidder(s) shall not be opened. NFL takes no responsibility for delay, loss or non-receipt of EMD sent by post / courier. If the amount is transferred through EFT/NEFT/RTGS, parties must intimate the bank transfer reference number/UTR No. to the Executive Deptt. through e-mail /letter.

C. The bidders shall upload one set of document duly signed on each page as token of acceptance of all terms and conditions.

D. Submission of price bid as per “Schedule of Rates”

The party shall quote & upload their rates as per format of ‘Schedule of Rates’.

The following scanned copy documents have to be uploaded with the offer, failing which the tender will be liable for rejection:

1. Self-Attested copy of Permanent Account Number (PAN) from Income Tax Authorities.
2. Self-Attested copy of Proof of PF Registration No. issued by PF department.
3. Self-Attested copy of Goods & Service Tax Registration No., Code No. / Accounting Code, if applicable along with documentary proof thereof.
4. Self-Attested copy of ESI Registration No. along with documentary Proof.
5. Declaration Forms I,II & III.
6. Bank Solvency
7. Integrity Pact
8. An Affidavit in original on Non-judicial Stamp Paper of Rs.30.00 duly attested by Notary as per Annexure ‘C’
9. Power of Attorney in the Name of Person, who has signed the Tender Document. (In case of Partnership Firm or otherwise as the case may be).
10. This letter shall form part of the contract document and shall be signed and uploaded along with the tender documents.
11. **Evaluation of offer shall be on overall L-1 basis**.
12. All pages should be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. Erasing or overwriting is not permissible.
13. No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the party has mentioned any condition or deviation in offers shall be out rightly rejected.
14. While submitting the offer, bidders may ensure that tender documents /offer has been signed by authorized signatory of the company before uploading the tender documents. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
15. One person will be allowed to represent only one company during discussion/ negotiation with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
16. “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.”

For and on behalf of

National Fertilizers Limited

#### Manager (Mtls.) Stores

Enclosures: As above

#### ANNEXURE- I

**DECLARATION FORM-I**

**Tender No**.**:** SN/MHCC/2024-25 Date **: \_\_\_\_\_\_ 2023.**

To

DGM (Materials)

National Fertilizers Ltd

Naya Nangal

**Sub:** MATERIAL HANDLING / CARTING CONTRACT

Dear Sir,

I/We have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of Contract for **“MATERIAL HANDLING / CARTING CONTRACT**” work at the rates quoted in the quoted Schedule of Rates and in accordance with the specifications, standards and instructions in writing to the Officer-in-charge of M/s. National Fertilizers Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

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

I / We agree to accept payment by ECS / EFT from your Bank i.e. SBI, Naya Nangal, Branch Code: 0689. Details of my/our Bank A/c No. is as under:

|  |  |
| --- | --- |
| Bank A/c No.  (In SBI / any Nationalized Bank) |  |
| Name & Address of the Bank & Branch |  |
| Branch Code: |  |
| IFSC Code |  |

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

Thanking you

Yours faithfully

For M/s

(Signature of Contractor/Tenderer with SEAL)

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

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

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

#### ANNEXURE- II

**(To be uploaded with Technical Bid)**

**DECLARATION FORM-II**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No** | **DESCRIPTION** |  | | |
| 1. | If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of NFL (Company), the Tenderer must disclose the relation at the time of submission of Tender, failing which, NFL reserves the right to reject the Tender or rescind the Contract. | **YES / NO**  **(If YES, give the following details)** | | |
| **Name & Designation of the Employee** | **Place of**  **Posting** | **Relation with**  **the Employee** |
|  |  |  |
| 2. | **P.F. Registration No.** of the firm / company to be intimated **along with Documentary proof** thereof. | |  | |
| 3 | **PAN No.** (Permanent Account Number) of the firm / company issued by Income Tax Deptt. **along with Documentary Proof** thereof. | |  | |
| 4 | **GSTIN No.** of the firm / company issued by authorities **along with Documentary Proof** thereof. | |  | |
| **Party may also mention the Service Accounting Code No.** (SAC) of the job | |  | |
|  | |  | |
| 5 | **ESI Registration No.** issued by ESI Authorities **along with documentary proof thereof.** | |  | |
| 6 | If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act,2006. | |  | |
| 7 | The tenderer shall submit:  a) The Name and Address of the firm / company along with its constitution giving style / status of the same such as Individual / Proprietorship Firm / Partnership Firm / Public or Pvt Ltd. Firm / Company etc. along with its copies duly attested by Notary Public as evidence. | |  | |
| b) Year of Establishment | |  | |
| c) Place of Business. | |  | |

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

Place:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Signature of the Contractor/ Tenderer**

**with SEAL**

Date:

#### ANNEXURE- III

**(To be uploaded with Technical Bid)**

**DECLARATION FORM-III**

**Tender No**.**:** SN/MHCC/2024-25 Date **: \_\_\_\_\_\_\_ 2023.**

To

DGM (Materials)

National Fertilizers Ltd.

Naya Nangal

**Sub :** MATERIAL HANDLING / CARTING CONTRACT

Dear Sir,

|  |  |
| --- | --- |
| **1** | **UNDERTAKING**   1. I/We hereby confirm that Commercial Bid i.e. Price Bid uploaded by us is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer if found conditional. 2. All the pages of NIT and GTC have been signed and uploaded for its validity and in token of its acceptance by us. 3. It is confirmed that all the columns in the Price Bid, uploaded by us, have been duly filled. 4. I/We agree to evaluation of price bids and loading of GST under the terms of the NIT. |
| **2** | **ACCEPTANCE OF TENDER CONDITIONS**  I/We have personally read the General Terms & Conditions (GTC) and special/ Technical terms and conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the GTC & NIT without any reservation and shall abide by the same. |
| **3** | **FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE**  With reference to your NIT No. SN/MHCC/2024-25 dated\_\_\_\_\_\_\_\_\_\_ and the tender documents displayed on GeM Portal, we hereby submit our tender on-line for the subject work. |
| **4** | All the information filled herein and attached here is true to the best of my knowledge and belief. It is further certified that I/We will not get myself/ourselves registered under more than one name. |

Thanking you

Yours faithfully

For & on behalf of Contractor

**Signature of the Contractor/ Tenderer**

**with SEAL**

#### NATIONAL FERTILIZERS LIMITED: NANGAL UNIT

#### NAYA NANGAL

**INSTRUCTIONS TO TENDERERS**

1. The tenderer shall quote the rates and amounts tendered by him both in figures as well as in words in English, on the form of schedule of quantities forming part of the tender documents. The amount for each item shall be worked out and entered and requisite totals be given for all items. The tenderer shall duly sign the tendered amount for the work entered in the tender.

If there are differences found between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and the general summary, the same shall be adjusted in accordance with the following rules:

* 1. In case of duplicity of any item in the schedule of quantities, the lowest quoted rate of the contractor for such items will be operated in the contract.
  2. If there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer, shall be taken as correct.
  3. When the rate quoted by the tenderer in figures and words tallies but the amount worked out is incorrect, the rate quoted by the tenderer shall be taken as correct.
  4. When the amount of an item is not worked out by the contractor, or if it does not corresponds with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct.
  5. In the event of any error occurring in the amount column of schedule of quantities as a result of wrong extension of unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
  6. All errors in totaling in the amount column and in carrying forward total shall be corrected.
  7. The total of various sections of schedule of quantities as amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance. Any rounding off in the schedule of quantities or in general summary, by the tenderer, shall be ignored.

1. The contractor as a token of acceptance of NIT terms and conditions shall sign all pages of NIT and annexures.
2. DECLARATION OF TENDERERS RELATIONS WITH NFL EMPLOYEES: Should a tenderer have a relation or in the case of a firm, one or more of its partners a relation or relations employed in NFL or in case of company any of its official or relations employed in NFL, the authority inviting tenders shall be informed of the fact at the time of submission of the tender. If so, the name, designation, department and E.No. of such employees be indicated failing which NFL may at its sole discretion reject the tender or rescind the contract. If any ex-employee(s) of NFL is/are employed with the tenderer, name, designation, department and E.No. of such employee(s) be indicated and if any ex-employee(s) of NFL is/are employed, after acceptance of tender, the said particulars shall also be intimated immediately in writing to NFL from time to time.
3. The following documents forming the contract are to be taken as mutually explanatory of one another and in case of discrepancy, the following order of preference shall be observed:
4. Agreement
5. Work Order
6. Letter of intent
7. NIT
   1. Technical scope of work
   2. Officering Specifications.
   3. Special terms and conditions etc.
   4. General Terms & Conditions
8. Variations: No variation of the clauses of this contract shall be valid unless made in writing and duly signed by both the parties. NFL shall not, in absence of its specified written acceptance, be bound by any provisions in the tenderer’s offer, forms of acknowledgement of contract & other documents which support to this contract.
9. Not more than one tender shall be submitted by a contractor or by a firm of contractors. If they do so, all such tenders are liable to be rejected.
10. The tenderer shall certify that none of their group/sister concern/ partnership firm are participating in this tender. They will also submit an undertaking that incase of concealment of any facts, if detected later on, the bidder along with group/ sister concern/ partnership firm participated in this tender NFL reserves its right to take action as per clause no. 47 of **GENERAL TERMS & CONDITIONS**.

#### VALIDITY OF THE CONTRACT:

* 1. The Contract shall normally remain valid for a period of 24 months unless specifically mentioned in the documents, reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice of 7 days shall be given for starting the job but the Contractor should be able to mobilize its resources within 24 hours, if the necessity so arises.
  2. The contract can be extended at the same rates, terms & conditions for a period of **Three Months** at the sole discretion of NFL.

1. The contractor may have to carry out the work in running plant under prevailing conditions, and therefore:
   1. They may have to place their materials and equipment etc. at a place safe for working as per directions of the Safety Officer/ Officer-In-charge, and nothing extra will be payable for any extra load involved in executing the works at different locations in Factory, Plants, Offices/Township.
   2. There may be hold ups/interruptions on this account and further contract or may have to take extra precautions for working in factory premises, for which nothing extra shall be payable. However, time extension for hold ups/interruptions may be considered.

#### PAYMENT FOR PREPARATION OF BID DOCUMENT:

The bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

1. **TENDER OPENING & REVERSE AUCTIONING:**

The tenders will be opened electronically by us from our Nangal Office in the presence of representatives of Vendors who wish to attend the Price Bid Opening. The submission of bids may however be done by vendors from their office or from place of their choice or they can visit our NFL Nangal’s office and use NFL’s facilities for preparation and submission of their bids. However, bids can’t be submitted after the bid submission due date & time as per the schedule. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically and such vendors shall be allowed to participate in the Reverse Auctioning.

Though a vendor need not visit NFL Nangal’s office for participating in this tender but in case NFL opts to have negotiations with the R1 bidder (Lowest bidder after conclusion of Reverse Auction) as per clause no. 11 given below, such negotiations shall be held at NFL’s Nangal office only. Prior intimation shall be given for the same.

The Opening Price/Base price for reverse auction will be informed after the opening of Financial/Price Bids. This shall be the lowest landed (FOR Destination) rate received against the initial price bids submitted by participating vendors.

The duration for the event would be for 45 minutes. The Bid Decrement would be Rs.5000/- (Rs. Five Thousand only) on overall evaluation basis for all the items. If any supplier tries to bid in the last 5 minutes then the bid, duration will increase by 5 minutes. There will be infinite extension if any supplier tries to bid in the last 5 minutes. NFL would be given one Buyer Login ID to view the event.

The contract shall be finalized on Overall L-1 Basis.

 NFL reserves the right to negotiate with R1 bidder after conclusion of Reverse Auction at its sole option. In such case, the negotiations shall be held with R1 bidder only at NFL’s Nangal Office and prior intimation shall be given by NFL to such bidder.

For calculating the break-up of price of a particular vendor for the purpose of determining the component of freight charges and GST etc. at the time of placement of W.O., back working of price from the final R-1/matched landed price shall be done by keeping the absolute value of freight charges, percentage of GST as fixed as quoted by the vendor in his initial price bid. No separate confirmation shall be taken for the same from the vendors.

1. Incomplete tenders are liable to be rejected.

#### NATIONAL FERTILIZERS LIMITED: NANGAL UNIT

#### NAYA NANGAL

**GENERAL TERMS & CONDITIONS OF CONTRACT**

1. The execution of the work may entail working in all the sites and weather conditions and no extra rate will be considered on this account. The contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Officer in-charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim / overtime will be paid on this account.
2. Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job, pipe scaffolding material, structural material to contractor, if required free of charge will be provided, subject to availability.
3. Suitable Accommodation, if available, can be allotted to the Contractor as per the applicable rules & regulations of NFL. However no accommodation will be provided for the Employees of the contractor. NFL may allot land for putting temporary Go-down / workshop for making storage, work site by the contractor, free of cost.
4. The contractor shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all times by the Officer-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Officer-in-charge. **The contractor shall not engage any employees below 18 and above 60 years of age.**
5. Sub-Contracting of the job will not be allowed without prior permission of the Company (NFL).
6. If the Tenderer has relation whether by blood or otherwise with any of the employees of the NFL, the Tenderer must disclose the relations in the Form of Declaration attached, at the time of submission of tender failing which NFL shall reserve the right to reject the Tender or rescind the Contract.

#### PAYMENT OF TAXES AND DUTIES

* 1. The rates to be quoted by the tenderer aer on FOR Nangal basis and should be inclusive of all applicable taxes, duties, levies etc. in**cluding GST**. No GST will be paid as extra. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor’s monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained after wards.
  2. Addition/deletion of taxes imposed by the State Governments/Central Government after submission of tender documents and during contractual period shall be to NFL’s account. Any subsequent change in the rate of GST shall be to NFL’s account during contractual period only.

1. The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. **including GST**.
   1. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NFL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.
   2. NFL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the inputs to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.
   3. Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st& final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which NFL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.
   4. In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to NFL, then NFL shall be entitled to recover such amount from the contract or by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, NFL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on NFL.
2. Liability of NFL shall be restricted to the amount of GST only and any interest / penalty etc. shall be to the contractor’s account. The contractor must submit the documentary evidence / claim for levy of GST immediately after its deposit. NFL can withhold the payment due to non-compliance of GST Rules.
3. **Nature of Contract and Applicable GST Rates**: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.

|  |  |
| --- | --- |
| Nature of Contract (Supply of Goods or Services or both)/ | **Contract** |
| **Present Rate of GST** | **18%** |
| 100% liability of GST to be deposited with Govt. lies with: | Service Provider [ **Y**]  Or  Service Receiver [ **No**]  under RCM |

#### Note: The above shall be defined in the NIT by the department.

1. As per GST, the liability towards payment of GST lies with the service provider, so NFL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (NFL) shall comply with the same as the service receiver.

#### ESCALATION (Applicable for Labor supply Items only)

The rates quoted by the contractor will be firm during the contractual period including extension (if any) and will not be subject to escalation irrespective of any increase whatsoever except for any increase in minimum wages as notified by the Govt. of Punjab or Central Govt. whichever is higher and will be calculated and reimbursed as per following formula:

For item No. of SOQ/covered in Annexure x 0.65 x (Applicable Revised Minimum Wage Rate – Applicable Minimum Wage Rate at the time of opening of technical bid)

Applicable Minimum Wage Rate at the time of opening of technical bid

Enhanced payment shall be released only after receipt of proof of payment of enhanced wages / arrears paid to the workers. The contractor shall also deduct PF & ESI as per enhanced wages.

Escalation shall be calculated against the minimum wages as per the notification issued by Central/State Govt. as applicable on the date of opening of technical bid. The applicable minimum wage rates at the time of opening of technical bid shall be considered from the date of the notification and shall form the basis for calculation of escalation.

1. Tenderer may ensure that tender documents / offer have been signed by appropriate / authorized representative of the company. Withdrawal of offer/non-acceptance of Work Order, placed on the basis of the offers submitted by Tenderer on their letter-head, will not be allowed on the ground that the offer was not signed by the authorized person.

#### THE FOLLOWING TENDERS WILL BE LIABLE FOR SUMMARILY REJECTION:

* 1. Tenders submitted by Tenderer who resort to canvassing.
  2. Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete, in any respect.
  3. Tender containing uncalled for remarks or any alternative additional conditions.
  4. NFL reserves the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all or any of the Tender without assigning any reasons.

#### EVALUATION OF BIDS

While evaluating the bids for arriving at L-1 status and award of contract, the amount of GST as applicable as per GST Act as amended from time to time and rules notified by Central Govt. shall be considered.

#### SUBMISSION OF MONTHLY BILLS:

The contractor shall submit the running monthly bills within 1st week of the following month to the executive department for verification and recommendations. After the completion of the entire job including clearance of the site to the entire satisfaction of the Officer-in-charge, final bill shall be submitted for verifications by Officer-in charge.

In case the contractor fails to submit the bill by the last day of the following month, a penalty of 1% of the billed amount for every month of delay or part thereof subject to minimum of Rs.1000.00 Plus GST as applicable shall be recovered from the bill.

#### PAYMENT TERMS:

1. No advance payment is permissible against this contract.
2. Payment of Monthly RA Bills shall be released after making necessary recoveries / deductions towards any Tax deducted at source (TDS) as applicable under any law (including GST etc.) Security Deposit (as stipulated vide clause No.16), Penalty plus applicable GST etc.
3. Payment of monthly running account bills against work completed shall be released through Electronic Fund Transfer (EFT) after making necessary recoveries as per the contract (i.e. statutory levies, taxes, security deposit & other due recoveries) within 30 days of receipt of bill complete in all respects.
4. Payment of Final bill against work completed shall be released after making necessary recoveries as per the contract (i.e. statutory levies, taxes, security deposit & other due recoveries) within 60 days of receipt of bill complete in all respects.
5. The total amount of Security Deposit so deducted from the bills shall be released, on the recommendations of the Executive and HR departments, after obtaining “NO OBJECTION CERTIFICATE” and expiry of “Defect Liability Period” / Performance Guarantee Period on demand within 30 days.

#### TDS under GST:

Under Section 51 of CGST Act 2017, tax @2% shall be deducted from the payment made or credited to the supplier of taxable Goods & Services or both where total value of such supply under contract exceeds Rs. 2.50 lakhs.

#### E-PAYMENT:

NFL Nangal Unit is having its Cash Credit account with State Bank of India, Naya Nangal, having Electronic Fund Transfer (EFT) / RTGS Facility in its branch at Naya Nangal and other important branches. The contractors/Suppliers having Bank accounts with EFT / RTGS facility, may submit their bank particulars in Declaration Form–I. (i.e. Bank Account Number, Name & place of branch, Branch Code Number), so that the payment can be released through transfer of funds to their account.

1. **Tax Deduction at Source:** Statutory deductions at the prevailing rates on account of **any Tax/GST** shall be made from the bill of the Tenderer, as per the relevant tax laws of the Central/State Govt. at the time of release of payment to the Tenderer.

#### SECURITY DEPOSIT:

The Security Deposit together with EMD/ Initial Security Deposit (ISD) shall be 10% of the Contract/ Work Order value (excluding taxes).

In case of AMC/ARC, ISD shall be 2.5% of the Contract/Work Order Value which is required to be deposited within 15 days of the issue of the **Work Order or LOI whichever is earlier**, by the successful tenderer. EMD can be adjusted against SD.

In case the Contractor does not deposit ISD within 15 days, the same shall be recovered from the Contractor’s 1st monthly bill along with an interest equivalent to SBI PLR plus 2% for the complete month.

The balance amount shall be recovered @7.5% from each running bill and the final bill so as to make the total security deposit at 10% of the Contract / Work Order Value. In case work is split between two or more parties, SD shall be submitted based on the value of split order.

No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from security deposit. Security deposit shall be returned to the contractor after obtaining “No objection certification” from the Executive Department after expiry of Defect Liability Period.

**Alternatively**, the tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin / Cooperative Bank in the form specified by NFL against Security Deposit for the faithful and proper fulfilment of the contract. The Bank Guarantee should the valid for the full period of the contract plus 3 months claim period. The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through supplier. The party shall also arrange confirmation of Bank Guarantee (Including all amendments) by their issuing bank through SFMS mode directly to ICICI Bank Ltd. K1, Senior Mall, Sector – 18, Noida, UP, 201301. (IFSC Code ICIC0000031) Issuing Bank shall mentioned IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV and beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760COV/IFN 767 COV.

#### PROVISION OF PF NO., ESI CODE NO. AND PAYMENT OF MINIMUM WAGES.

1. **Provident Fund Number:**
2. The Contractor should have his own PF Account Number and shall be responsible to deposit the PF contribution in respect of workmen engaged by him.
3. The Contractor shall indicate PF Account Number allotted to each worker engaged by him in the monthly wage bill and will ensure its accuracy and correctness.
4. The Contractor shall submit Annual Return in respect of all the workmen engaged by them with concerned RPF authorities with copy to HR Deptt.
5. After submission of the return, the contractor shall arrange PF slips in respect of the contribution, issued by the RPF Authorities and will distribute to the concerned workers after intimation to the Executive Deptt and HR Deptt.
6. After closure of the contract or in case of change of the employer (contractor), the outgoing contractor and present contractor shall ensure submission of Form-13A, for transfer of PF contribution from old account to the new account.
7. Employees Provident Fund Organization (EPFO) has launched online receipt of Electronic Challan cum Return (ECR). Contractor(s) are required to be registered and create their user ID and password and can upload the Electronic Return and the uploaded return data will be displayed through a digitally signed copy in PDF format. It will be available for printing also. The contractor(s) may choose to make the payment through internet banking of SBI or take a print out of the Challan and pay at any designated branch of State Bank of India (SBI). Copy of the said challan is to be submitted to HR Deptt. for issuance of Certificate of Compliance (COC).

#### ESI (Employee State Insurance)

1. Every Contractor should have his own ESI Account Code Number from the ESI Authorities. It shall be the responsibility of the contractor to deposit the ESI contribution every month @4.0% of the monthly wage bill, (Employers Contribution @ 3.25% & Employees Contribution @ 0.75 %), under intimation to HR Deptt.
2. It shall be responsibility of the Contractor to ensure Registration and issue of ESI cards to the workmen engaged by him, for availing medical facilities by the beneficiaries.
3. It shall be responsibility of the Contractor to submit ESI Return to the statutory authorities under intimation to HR Deptt.
4. The contractor shall be solely responsible for any liability for his workers in respect of any accident/injury etc. arising out of and in course of contractor’s employment.

#### Payment of Minimum Wages:

1. It shall be the responsibility of the Contractor to make payment of Minimum Wages to the workmen engaged by him on or before 7th of the following month, as fixed/revised and notified by the Appropriate Govt. Central/ Punjab Govt.
2. In case the rates notified by the Central Govt. for any scheduled employment are less than the rates notified by the State Govt., in that case the Contractor shall be required to make the payment to the workmen at the rates notified by the State Govt.
3. The Company will not be responsible for any injury sustained by the workers of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contract and his workers. All liabilities arising out of any provision of Labour Acts/Enactments here to inforce shall be the responsibility of the Contractor. Any other expenditure incurred by NFL to face the situation arising out of the negligence of the Contractor will be recovered from his dues payable by NFL under the Contract.

#### WAGES:

Wages shall be paid by the contractor to the workman directly without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way commission or otherwise is deducted or recovered by Jamadars from the wages of workman. The contractor shall make the payment of wages to its employee(s) either by Account Payee Cheque or crediting the same in his / their Bank A/c. (Refer Notification No. 5.90.31/C.A.4/1936/5.6/2015 dated 3.7.2015 by Pb. Govt.).

#### OBLIGATIONS OF CONTRACTOR

Since the job is labour oriented, strict adherence of various applicable labour laws like the Factories Act, 1948, the Industrial Dispute Act, 1947, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965, the Payment of Wages Act, 1936, the E.S.I., Act 1948, The Employees/Workman's Compensation Act, 1923, The Employees Provident Fund & Miscellaneous Provision Act, 1952, Employees’ Pension Fund Scheme, 1995, The Contract Labour (R&A) Act, 1970, the Punjab Labour Welfare Fund Act, 1965 and all other Statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. authorities shall be the responsibility of the Contractor and he shall have to make good loss, if any suffered by NFL on account of default in this regard by the Contractor.

#### LICENCE:

Every Contractor who employs 20 or more workers has to obtain a License under the Contract Labour (R&A) Act 1970 from Jurisdictional Appropriate Licensing Authorities, Office of Assistant Labour Commissioner (Central) / Regional Labour Commissioner (Central), Chandigarh. **In the case of NFL, Assistant Labour Commissioner (Central) is the appropriate Licensing Authority**.

#### LEAVE:

As per the provisions of Factories Act / Shops & Establishments Act as applicable.

#### PROVIDENT FUND:

The Contract Labour employed by the various Contractors in connection with the work of the Company are eligible for membership of Employees Provident Fund/ Employees’ Pension Scheme. Contract Labour shall be eligible and required to become a member of the Provident Fund / EPS from the date of joining. The Contractor’s worker shall subscribe to the fund a sum equivalent to 12 % of the wages including Dearness Allowance rounded to the next to a Rupee. The Contractor shall also contribute a sum equal to the total of each such compulsory subscription every month plus allied charges like DLIS & administrative charges etc.

The Contractor must submit a statement in duplicate to HR Deptt. showing the details of worker's wages paid for the month/deductions made from the wages on account of PF and EPS separately and deposit such deductions alongwith equal subscription by the contractor by 10th of the subsequent month alongwith the proportionate administration/ inspection charges as per PF rules and shall submit Proof of the same in the prescribed formats.

#### LABOUR WELFARE FUND:

The contractor shall be solely responsible for depositing the welfare fund contribution (employees as well employer’s share) at the prescribed rates under the Punjab Labour Welfare Fund Act 1965 in respect of employees engaged by him. The contractor shall recover the employee’s share of contribution from the concerned employees and NFL shall not bear any liability whatsoever on this account. The contractor shall ensure that the contribution on account of Welfare Fund contribution is deposited before 31st December every year by way of Crossed Cheque/Demand Draft in favour of the same. Any interest/penalty on account of delayed/non-payment shall be borne by him. Further, the compliance of all the necessary formalities required to be completed under the Act from time to time shall be responsibility of the contractor.

#### QUANTUM OF JOB:

1. Estimated value of work has been given on the basis of jobs executed during the previous years. NFL will not stand any guarantee for minimum billing, minimum quantum of work during the year.
2. If the Contractor is unable to execute the work, any loss incurred by the company in this respect, will be to the Contractor’s account. The company (NFL) may also terminate the contract after giving three days notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% to the Contractor.
3. In case Contractor fails to do extra and/or substituted work, NFL will have the option to get the work done through another agency at the Contractors' risk and cost.

#### PROCEDURE FOR MEASUREMENT / BILLING OF WORKS IN PROGRESS:

1. **Measurement and Billing**

The contractor will submit a bill in approved Proforma in Triplicate to the Officer-in-charge / Office-In-charge of the work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1st week of the succeeding month. In case the contractor fails to submit the bill by the last day of the following month, a penalty of 1% of the billed amount or for every month of delay or part thereof subject to a minimum of Rs.1000/-, plus GST as applicable shall be recovered from the contractor’s bill.

#### Running Account Payment

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

#### Completion Certificate / Final Bill

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

#### Final Certificate

Within fifteen days of the contractor's application made after the expiry of the period of defect liability provided for in clause no. 44 hereof and satisfaction of all liabilities of the contractor in respect thereof the Officer-in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities not withstanding issue of the completion certificate or payment of the final bill by NFL.

#### ARBITRATIONCLAUSE:

**For Indian Parties**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the party. 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 the Designated Authority.

Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crores, the reference shall be made to a sole arbitrator. The party 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 and Conciliation Act 1996.

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

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

It is agreed by and between the parties that in case 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 the date of award of contract.

The seat and venue of arbitration shall be Nangal.

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 by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018”.

#### CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:

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

#### ACTS AND RULES:

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The contractor shall abide by following acts and rules framed there under as amended from time to time, in addition to provisions of the **GENERAL TERMS & CONDITIONS** of NFL Nangal Unit:

1. Contract Labour (Regulation & Abolition) Act 1970.
2. Minimum Wages Act 1948.
3. Employees Provident Fund & Misc. Provisions Act 1952.
4. Factories Act 1948.
5. Employees Compensation Act 1923.
6. Industrial Disputes Act, 1947.
7. Payment of Wages Act, 1936.
8. Employees State Insurance Act, 1948.
9. Payment of Bonus Act, 1965.
10. Punjab Labour Welfare Act, 1965
11. Equal Remuneration Act, 1976.
12. Child Labour (Prohibition & Regulation.) Act, 1986
13. Any other Act & Rules framed thereunder by the State/Central Govt. from time to time.
14. The contractor shall be required to possess a valid license for engaging labour from state labour department.

#### LABOUR LICENSE:

Labour License, wherever applicable, issued by Appropriate Authorities with its validity, to be submitted before commencement of work.

#### SUPERVISION & CONTROL OF CONTRACT LABOUR

The overall supervision and control of contract labour so engaged, deployed or supplied for execution of the contract shall remain & vest with the tenderer.

#### FORCE MAJEURE:

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Revolutions, Civil Commotion, Strike, Epidemics, Accidents, Fires, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any Act of GOD. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance here under with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

#### LOSS TO PLANT DURING EXECUTION:

Any damage or loss caused to plant equipment etc. during execution of this contract will be made good by the contractor at his own risk and cost.

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

#### SCRAP ALLOWANCE:

Contractor will plan the work in such a way so that the wastage is minimum. Following scrap allowance will be allowed. Beyond the allowance, the wastage will be chargeable to the contractor:

|  |  |  |  |
| --- | --- | --- | --- |
| **S No** | **PARTICULARS** | **SALVAGEABLE** | **UNACCOUNTABLE** |
| A | STRUCTURE | 2.5 % | 0.5 % |
| B | PIPE | 3.0 % | 0.75 % |

#### ISSUE OF MATERIAL FROM NFL:

Any issue of materials from NFL Stores not covered in NFL obligation will be issued and charged on NFL issue rate + 25% + All Taxes will be charged extra. The issue of such material will be on the sole discretion of NFL. This applies to the extra materials upto 10% wastage. Above 10% excess wastage NFL will charge double the issue rate to the Contractor. This is applicable in case of free issue materials.

1. The Contractor shall be liable to the company for any omission or commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to the Company.
2. The Contractor shall make his own arrangement for removal of old as well as unused material including packing materials and empty cases free of cost from work site to the place indicated by the Officer-in- charge after completion of work and nothing extra will be paid for this.
3. The decision of Officer-in-charge with regard to all matters relating to the Tender and to determine the category of work with reference to the material of any item, not mentioned in scope of work, shall be final.

#### PRESERVATION OF FREE ISSUE MATERIAL:

All materials issued to the contractor by the Company shall be preserved against deterioration and storage while under contractor’s custody. Any damage/losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate NFL for the losses suffered at panel rates to be determined by the Officer-in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

#### ISSUE OF GAS CYLINDER:

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

1. Invoice price of gas.
2. Rent for each Cylinder per day.
3. Departmental charges.
4. Cost of collection and return of empty Cylinder.

#### MATERIAL TRANSPORTATION:

The contractor shall make his own arrangement for Transportation of the material from stores to the site of work and to the place of erection etc. at his own cost for making temporary stores/work sites, NFL may indicate an area at its own discretion for putting up of a temporary hut/shed.

#### PENALTY :

Penalty @ 1% plus applicable GST thereon per week or part thereof, subject to a maximum of 10% of the contract value plus applicable GST shall be levied in case of delay in execution of the work. For this purpose individual job orders shall be issued to the contractor by different Officers from time to time, specifying time of completion of each job

#### LIQUIDATED DAMAGES:

In case of failure of the contractor to complete the job assigned to him within the completion time specified for the particular job, Officer-in-Charge may allow reasonable extension for completion period, but penalty due to delay during extended period shall be leviable @ Rs.1,000/- per day plus applicable GST thereon with maximum of Rs.5,000/- plus applicable GST thereon (irrespective of value of the particular work assigned) for the period of delay due to contractor’s fault. In case, the contractor fails to complete the work within the extended period allowed, the Officer-in-Charge reserves the right to off-load balance job and may get the same executed at contractor’s risk and cost, after informing the contractor about the same in writing. In case there is an overall delay in the scheduled completion of the contract period an additional penalty plus applicable GST shall be levied as per clause no. 42 above

#### DEFECT LIABILITY PERIOD:

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

#### TERMINATION OF CONTRACT:

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

Default or failure by Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Contractor :

1. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially of its assets.
2. Abandons the work

Persistently disregards the instructions of the Company in contravention of any provision of the CONTRACT Or

Persistently fails to adhere to the agreed program of work Or

Sublets the work in whole or in part thereof without Company’s consent in writing.

1. Performance is not satisfactory Or work is abnormally delayed.
2. Defaults in the performance of any material undertaking under this Contract and fails to correct such default to the reasonable satisfaction of the Company within fifteen days after written notice of such default is provided to the Contractor.
3. Conceals or submits any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.
   1. Company may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Company.
   2. Such termination will be by 15 (fifteen) days’ notice in writing and no claim/compensation shall be payable by the Company as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Company, up to the date of termination.

1. **CONSEQUENCES OF TERMINATION:** If the contract is terminated by NFL for the reasons detailed under clause no. 45 or for any other reason whatsoever ;
2. NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.
3. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
4. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
5. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.
6. Apart from above, NFL reserves the right to delist/blacklist the contractor from the approved list of pre-qualified parties.

#### JURISDICTION:

The contract will be deemed to have been entered into at Nangal and all Causes of action in relation to contract will therefore be deemed to have arisen within the Jurisdiction of the court of Nangal, Distt. Rupnagar (Punjab) only.

#### SAFETY/ ENVIRONMENT REGULATION:

The contractor shall observe and abide by all Fire and Safety environment regulations of the NFL. Before starting maintenance work, the Contractor shall consult NFL's Safety Officer or the Officer-in-charge. If the Safety Officer is not available, he will do familiarize him with such regulations, copies of which will be furnished to him by NFL, when requested. He shall be responsible for and must make good to the satisfaction of the NFL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the NFL's existing property. All the accidents to contractor's staff will be reported to the Safety Officer promptly. This will however not relieve the contractor of any statutory obligation. The contractor shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc. are to be provided to his workmen by the contractor. However, special Safety equipments required as per the job requirement will be provided by NFL free of cost.

#### CONTRACTOR TO EXECUTE AGREEMENT:

The contractor’s responsibility under this contract will commence from the date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and NFL, the letter of acceptance and work order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs. 100.00 with NFL within 10 days (Ten days) of receipt of the Work Order by him. The agreement to be executed will be in the Agreement Form of works to be specified by NFL. The cost of the Stamp Papers will be borne by the contractor.

**50 SIGNING OF INTEGRITY PACT:**

All bidders shall sign the Integrity Pact as per the proforma enclosed with the NIT which is an integral part of the tender documents, for all tenders having value of Rs. 1.0 crores and above, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder will not be accepted techno-commercially for opening of price bid and would be rejected. Details regarding the integrity pact can be viewed on our website [www.nationalfertilizers.com](http://www.nationalfertilizers.com). Bidder is requested to submit the signed copy of the integrity pact alongwith their bid, with the signatures of witnesses. On receipt of the same with the bid, NFL representative shall sign the same and a copy shall be provided to the bidder.

#### 51 TIME EXTENSION:

If the contractor requires any extension of time for completing the work under the Contract, he must apply to the Company within seven days from the date of the occurrence of the event on account of which he desires such extensions and the Company may, if it thinks such request reasonable, grant such extension of time as it may think necessary. Such extension shall not attract LD Charges as mentioned in clause 43 above.

#### MSMED ACT:

In case you are registered as MICRO, SMALL or MEDIUM Enterprise under ‘The Micro, Small & Medium Enterprises Development Act, 2006 (MSMED Act)’ promulgated by Government of India and vide Notification dated 01/06/2020 detailed as under :

1. Micro: Where the investment in Plant, Machinery or Equipment does not exceed Rs. One Crore and turnover does not exceed Rs. Five Crore.  or
2. Small: Where the investment in Plant, Machinery or Equipment does not exceed Rs. Ten Crore and turnover does not exceed Rs. Fifty Crore.   or
3. Medium: - Where the investment in Plant, Machinery or Equipment does not exceed Rs. Fifty Crore and turnover does not exceed Rs. Two Hundred and Fifty Crore.

Please indicate the relevant category in your Offer enclosing the following documents, if applicable:

a)      Vendor shall submit a copy of UAM (Udyog Aadhar Memorandum) / Relevant certificate as applicable under MSMED.

b)      Please also indicate whether the MSE owned by SC/ST Entrepreneurs. If yes, attach relevant category certificate issued by authorities concerned.

c)      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.

d)     All MSE Vendors registered with CPSEs are also required to be registered on “TReDS” platform ([www.rxil.in](http://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.

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.

The above documents should be submitted failing which the bidder shall not be entitled for the benefit under MSMED Act.

However, NFL reserves 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.

#### CONTINUED PERFORMANCE:

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

1. The Contractor is required to maintain registers and records and to discharge all other Statutory obligations as per provisions under The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and The Building and Other Construction Workers Welfare Cess Act, 1996 and the rules enacted there under by the appropriate government i.e., Centre/State from time to time.
2. If the 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.

#### DEFINITIONS OF TERMS

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

1. Company or NFL shall mean National Fertilizers Limited, incorporated in India, having their Registered Office at Scope Complex, Core-III, 7-Institutional Area, Lodhi Road, New Delhi–110003 and its Corporate Office at Scope A-11, Sector-24, NOIDA (UP) – 201301 (hereinafter called the ‘Company’), which expression where the context so admits shall include their legal representatives, successors and assignees or legal representatives.
2. The UNIT HEAD shall mean the officer in administrative charge of the National Fertilizers Ltd., Nangal Unit, Naya Nangal (Punjab).
3. The ACCEPTING AUTHORITY shall mean the Unit Head.
4. The “TENDER DOCUMENTS” shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule, Tender Form, Proforma or Agreement Form, schedule of Rates and Addendum/Addenda to Tender Documents, as applicable.
5. “CONTRACTOR” shall mean tenderer whose tender has been accepted and shall include his legal representatives, successors and permitted assignees.
6. “CONTRACT” shall mean and include the LOI order/formal agreement/contract tender accepted schedule of rate, Notice Inviting Tender, Technical specifications and General Directions and Conditions of contract, special condition of contract, special specifications, if any and tender for all these documents taken together shall be deemed to form one contract and shall be complimentary to one and the other.
7. “WORKS” shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for the performance of the contract.
8. “CONSTRUCTION EQUIPMENT” means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of permanent work.
9. “SITE” shall mean the site of NFL’s Factory Premises, Offices, and Township etc. on which the works are to be carried out and services are to be performed under the contract.
10. “SPECIFICATIONS” shall mean the specification of materials and works issued under the authority of the Officer or as specified, added or modified by special specification if any.
11. “DRAWINGS” shall mean the P & I drawing, the equipment drawing, Instrument hookup drawing, electrical wiring diagrams, instrument vendor drawing, any other Officering drawing and tracing or print thereof enclosed / annexed to or referenced in the contract and shall include any modifications to drawings and other approved drawings as may be issued by the Officer from time to time.
12. The “CONTRACT DOCUMENTS” shall consist of Agreement, Tender Documents as defined in Clause 4, 5 & 6 above, Acceptance of Tender and further amendments.
13. “COMPLETION CERTIFICATE” shall mean the certificate issued by the Officer-in-charge when the works have been completed as per terms and conditions of the contract.
14. The “PERIOD OF LIABILITY” in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
15. “ZERO DATE” shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER whichever is earlier.
16. “URGENT WORKS” shall mean any urgent measures, which in the opinion of the Officer-in-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

#### NO CLAIM CERTIFICATE

Received from M/s. National Fertilizers Limited, Nangal Unit, Naya Nangal full and final payment towards settlement of all dues, claims and demands whatsoever in respect of work done including extra work done pursuant to or in accordance with the Contract/ Work Order No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dated\_\_\_\_\_\_\_\_\_\_\_\_between M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and M/s. National Fertilizers Limited, Nangal Unit, Naya Nangal and no sums whatsoever are now due and payable in respect thereof by M/s. National Fertilizers Limited, Nangal Unit, Naya Nangal to M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. It is also confirmed that all the deductions made from our payments received from M/s. NFL Nangal Unit, Naya Nangal are found in order and acceptable towards full and final settlement of our account with M/s. NFL Nangal Unit, Naya Nangal against the said Work Order.

#### Seal & Signature of the Contractor

**CISF GATE PASS CLEARANCE**

Certified that M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have deposited gate passes issued against Work Order No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All gate passes have been deposited by the contractor. Nothing is outstanding against this party as far as this Work Order is concerned.

#### Seal & Signature of the Contractor

**Annexure-A**

**ELIGIBILITY CRITERIA, EVALUATION CRITERIA AND OTHER INFORMATION/ DOCUMENTS REQUIRED FROM THE PARTIES:**

**ELIGIBILITY CRITERIA**

Techno-Commercial Criteria

|  |  |  |
| --- | --- | --- |
| S. No. | Eligibility Criteria | Supporting Documents Required |
| 1 | a) The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc. and | * In case of sole proprietorship, the bidder shall submit affidavit on Non-Judicial stamp paper of appropriate value in original, duly attested by notary regarding status / style of the business entity as per Annexure-XI * Partnership firm shall submit a copy of Partnership Deed attested by notary * Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association * Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA. |
|  | b) Affidavit as per **Annexure-VI** on Non-judicial paper **in original and Power of Attorney / Authorization**, | * Affidavit in original * The bidder shall submit Notarized/Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary /Magistrate in case of Sole Proprietor / Partnership Firm/Company or Authorization (backed by Board Resolution) in case of a Company in favour of a person who has signed the tender documents on behalf of tenderer / Firm / Company |
| 2 | a) The bidder should have valid  Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No.  b) Declaration / Disclosure regarding any relation(s) with employees of NFL, Downloading of tender forms  from NFL website etc. | The bidder shall submit Declaration I, II & III with self-attested copy of related documents wherever required like  i) PAN Card.  ii) GST registration certificate  iii) P.F Registration No. issued by  PF Authorities.  iv) ESI Registration No. issued by  ESI Authorities, etc |
| 3 | The bidder should have successfully completed “Similar Works” with completion certificate, during the last **seven**  years ending last day of previous month in which NIT has been issued.  Definition of “**SIMILAR WORK**”  “SIMILAR WORK” means : Contracts involving Handling/ Loading/ Unloading/ Shifting & stacking of materials / Up-keep of Plants/ Contracts involving Mechanical Maintenance Jobs/ Civil Maintenance Jobs. | The bidder shall submit a copy of  Purchase/Work Orders + Completion  Certificate from the suppliers/contractor  for at least one of the following:   1. Three similar completed works each costing not less than 40% amount of the estimated cost **(annualized basis**) (With Completion Certificate) i.e**. ₨. 32.54 lakhs (including GST @ 18%).**   OR   1. Two similar completed works each costing not less than 50% amount of the estimated cost (**annualized basis)** (With Completion Certificate) i.e**. ₨. 40.67 lakhs (including GST @ 18%).**   OR   1. One similar completed work costing not less than 80% amount of the estimated cost **(annualized basis)** (With Completion Certificate) i.e**. ₨. 65.08 lakhs (including GST @ 18%).**   Copies of Work orders in support of the above with full technical scope of work & commercial details including work order value along with the completion certificate from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion.  (In case, the work order / contract is for a period of one year or more than one year, relevant experience is to be taken for one year period. Accordingly, if period of the work order, for completed work, submitted by the bidder is more than one year then value of the contract shall be interpolated for one year.) |
| 4. | Average Annual Financial Turnover of the bidder during the last 3 years ending 31st March of the previous financial year or calendar year should be atleast 30% of estimated cost for one year i.e **₨.24.40 lakhs (including GST @ 18%)** | Bidder shall submit self-attested copies of Audited Profit & Loss A/c and Balance Sheet for the last three financial years ending 31st March of the previous financial year (i.e FY 2020-21, 2021-22 and 2022-23) or calendar year 2020, 2021 and 2022.  In case, the bidder do not fall under the ambit of statutory audit, and do not have **audited** annual reports / audited Balance Sheets and Profit & Loss Statements, shall submit a statement / Turnover Certificate certified by Statutory Auditor / practicing Chartered Accountant with UDIN as documentary evidence in support thereof. |

#### EVALUATION CRITERIA

1. The contract shall be awarded on Composite L-1 basis. However, in case, it is found that L-1 tenderer has quoted non-workable rates for one / more items due to which they become L-1, NFL reserves the right to reject such tender.
2. If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
3. The revised bids, on due date of opening of the tenders or after the extension of tender opening, whatsoever the case may be, shall not be entertained. However, where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly. However, revision in prices, if any, may be through Add-on /Reduction on account of change in terms / conditions and / or technical specifications w.r.t. original price bid submitted by all the eligible bidders before opening of original price bid. While evaluating the offers, the impact of add-on / reduction on the original price bid shall be considered and no fresh revised price bid shall be sought from bidders against the same tender.
4. Contractors are required to quote their rates of the respective item of work as per the “UNIT” of item mentioned in the schedule of quantities .If it is found that the contractor has quoted his rates against a particular item(s) by changing the “Unit” the such quoted rates of the contractor with the changed “Unit” shall be ignored and treated as UNQUOTED RATE against the particular Item(s) and the tender shall be evaluated as mentioned at para-2 above.
5. In case of multiple L-I bidders against a service bid, the buyer will have to use ‘Run L-I selection’ feature wherein the system would randomly identify a L-I seller. It works on pseudorandom number generator algorithms which is the system generator based on linear congruential algorithm.

**SPECIAL TERMS & CONDITIONS OF THE CONTRACT**

**RESPONSIBILITIES OF MATERIAL HANDLING/CARTING CONTRACTOR**

1 (a) All the Railway Receipts as well as Goods Receipts etc. shall be collected by the contractor or his authorized agent from the office of the company during working hours and an acknowledgement for the same invariably duly dated and timed given in the Railway Receipt and Goods Receipt Registers maintained in the office for the purpose. He shall also remain in constant touch with the Railway authorities as well as Transport Companies and take delivery of the materials consigned to this company on Indemnity Bond, if no RR/GR has been delivered to him due to office holiday or non-receipt of the same from the consignor or for any other reason whatsoever. The contractor shall arrange the unloading of wagons & all other vehicles round the clock.

1. If the wagons do not bear any label indicating the consignee, he will immediately enquire about the consignee from Rly. Authorities in writing under intimation to the Manager (Mtls) Stores. The contractor shall, however, pay the demurrage charges, if any, in such cases also in the first instance to be reimbursed only on production of satisfactory certificates from the Railway Authorities about (i) wagon with wrongly addressed labels indicating consignee or without labels, (ii) unfruitful enquiries from the Railway authorities about the ownership of the wagon or wagons.
2. The wharfage/demurrage charges on full wagon loads or small consignments booked to SELF for which RR could not be given to the contractor will be paid by the company. In case of wagon load consignments booked to SELF, the contractor shall immediately advise the Station Master, Nangal Dam to place the wagon at our siding.
3. The contractor's responsibility for wharfage in the case of a small consignment (for less than a wagon load) shall commence after receipt of the RR or any prior intimation to this effect received by him.
4. The contractor has to remain in constant touch with the local Transport Companies so as to confirm arrival of consignment booked to SELF/NFL to facilitate retirement of documents from the bank. He has also to inform the Management regularly about arrival of goods at the transport companies against which documents/ dispatch advice is not available.
5. As the transport contractor, he has to remain in constant touch with the Railways to ensure that no wharfage/demurrage occurs and the onus of proof that such expenditure is due to the circumstances beyond his control shall always be of the contractor.
6. The contractor or his authorized agent shall receive letter addressed to him from the company's office daily and in case he or his agent does not collect the letters, they will be posted to him by Registered Post and the company shall not be responsible for non-receipt of the same and the contents of letters will be binding upon the contractor as if received on the date of issue. The contractor shall intimate the names with duly attested signatures of his agents authorized to receive letters on his behalf.
7. The contractor will collect and deliver freight statements from Railways and company will arrange for payment of Railway freight in cash or Railway Credit Note as may be decided by the company. Credit Notes shall be issued directly to the transporters. However, the contractor will pay freight/wharfage/demurrage charges etc. in cash upto Rs.5000/- per RR/GR to the Railway/Local Transporter for collection of the material. The same will be reimbursed to the contractor on weekly basis on production of bills and original receipts of the carriers.
8. The contractor will take delivery of wagon loads for which he could not get RR (due to non-receipt of RR) on Indemnity Bond signed by the official consignee. It shall be the responsibility of the contractor to bring full particulars of the consignment for the preparation of the Indemnity Bond. The particulars shall be a true copy of the invoices, or in case of its non-receipt, wagon no., weight and freight to be charged etc.
9. The contractor shall write forthwith to the Railway Authorities when it is not possible to effect delivery of the consignment even on Indemnity Bond due to non-receipt of the invoices, under intimation to NFL failing which he will be responsible for all the charges levied by the Railway Authorities.
10. The contractor shall handle fragile material carefully while unloading from the wagons, loading, cartage, final unloading at NFL stores and stacking. The contractor shall be responsible for all damages during transit by him.
11. The contractor will take open delivery of material in case of packages which are received in open/damaged condition from Railways /local transporters. He will be responsible to collect short/damage certificate from the Transporters/Railways for lodging the necessary claim on the Transporters/Railway authorities, Insurance company etc. as the case may be. Incase the contractor fails to comply with these instructions, all the costs towards shortage/damage will be recovered from the contractor.
12. While taking delivery from the Transporter/Railways, the contractor will take due care regarding external condition of the packages, hook damage to the packages, weight of the packages vis-a-vis weight as per RR/GR etc. and keep proper evidence thereof.
13. The material collected by the contractor from the transporters/Railways/local suppliers will be handed over on the same day of collection to NFL against Delivery Challan and he will obtain signature of the person to whom the material has been handed over on the same day failing which he will be responsible for the material collected by him but not delivered to NFL. The contractor will deliver the material, after collection from transporters/Railways in NFL Stores within maximum two working days after collection of RRs / GRs from NFL failing which all demurrage/wharfage etc. accrued after two working days from the date of handing over of RR/GR shall be borne by the contractor.
14. Terminal Taxes, Octroi and Toll Tax etc. if become payable, shall be borne by the company. Where the contractor makes such payment, the same shall be reimbursed to them on production of receipts etc.
15. **RISK & COST:** If it is felt at any stage that contractor is not capable to complete the job within the time schedule or not in accordance with the standard specifications, NFL reserves the right to get the same executed from another agency at his risk and cost plus 25% Departmental charges extra.
16. The contractor shall stack properly all the stores size-wise upto the heights as instructed by the authorized officer of the company within three days of the delivery date failing which the work will be carried out departmentally or through some other agency without any notice at the contractor's risk and cost and any damage observed shall be his liability.

## RECOVERY FOR SHORTAGES/DAMAGES:

1. Recovery for shortages or damages to goods while in the custody of contractor will be at double the issue rates of the individual items as fixed by the company.
2. The rates for carriage of material not provided in the Schedule will be paid for at the mutually agreed rates or the rates decided by Head of Stores of the company shall be binding on the contractor.
3. The weight of the consignment shall be as entered in the Railway Receipt or Goods Receipts or in case of doubt or dispute; the consignment or consignments shall be actually weighed at contractor's cost at the place and in the manner fixed by the authorized official of the company.
4. Material will be accepted in the Stores only during the working hours on week days. However, the contractor is bound to carry out the work of unloading of wagons, shifting etc, round the clock as and when advised by Head of Stores.
5. NFL has the right to do any part of the work departmentally. The contractor will have no claims to such work merely on the ground that it is covered under the contract.
6. The contract shall not be sublet.
7. Bills for work done shall be submitted monthly in triplicate by the contractor to the Head of Stores.
8. The quantities indicated in schedule A & B are only approximate and the contractor will have no claim whatsoever, if there is any variation in the actual quantities handled during the year. Payment will be made on the actual quantity handled. All loading/unloading jobs with weight of each package upto 8 (Eight) MT, irrespective of contract quantity will have to be done by the contractor.

## PROVIDING OF FREE CRANE / FORK-LIFTER ETC. BY NFL:

1. In case of material over-size in length/breadth beyond the capacity of the truck, crane and trailer etc. shall be provided by NFL free of charge.
2. Crane will be provided free of charge for unloading/taking delivery of heavy consignments (each package weighing 300 kg and above) from Railway Station/Transport Companies.
3. In case of packages weighing 300 Kgs. or more received from Railway Station and transported by the carting contractor, company's fork lifter shall be provided free of charge to unload such consignments in the Receipt Godown. Fork-lifter/Crane will also be provided free of charge within factory area/NFL Township for loading 300 kg. & above packages. However, the crane/fork lifter shall be provided free only after Head of Stores is satisfied regarding the weight etc. of consignment and his decision in this respect shall be final and binding on the contractor.
4. In case of bulk consignments received by Rail, the Material Handling/Carting contractor shall be paid on the basis of RR weight, but in case of consignments received by Road; payments shall be made on the basis of weight recorded on our factory weigh-bridge.
5. Reverse auctioning shall be conducted as per GeM guidelines.
6. **Model Clause regarding Restrictions on Public Procurement from certain countries**

With reference to OM No. 6/18/2019-PPD Dated 23.07.2020 amending Rule 144(xi) in the GFRs, 2017; Order (Public Procurement No. 1) Dt. 23.07.2020 Restricting bidders from certain countries under Rule 144 (xi) of GFRs, 2017; Order (Public Procurement No. 2) Dt. 23.07.2020 providing Exclusion from the restriction; and; Order (Public Procurement No. 3) Dt. 24.07.2020 providing Clarification to Order (Public Procurement No. 1); any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annex I of Order (Public Procurement No. 1) dated 23.07.2020.

The definition regarding “Bidder”; “Bidder from a country which shares a land border with India”; “Beneficial Owner” etc. shall be as per the Definitions clauses at sl no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020.

Bidders are required to go through them thoroughly and strictly adhere to the provisions contained in the OM & Orders and submit the duly filled, stamped and signed form enclosed at **Annexure – D : Model Clause Certificate: Public Procurement No.1** detailed therein along with the bid documents.

**Annexure-D**

**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**] are 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 are eligible to be considered [**attach evidence of valid registration certificate with competent authority**].

For M/s………………………………………………

Authorized Signatory

(with company seal & Name)

**INTEGRITY PACT**

**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) hereinafter 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 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.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**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. 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.
5. 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.
6. 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)  (Office Seal) | (For & on behalf of Bidder/Contractor)  (Office Seal) |
| Place\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Place\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| Witness 1 :  (Name & address) |  | Witness 1 :  (Name & address) |
| Witness 2 :  (Name & address) |  | Witness 2 :  (Name & address) |

|  |
| --- |
| **On Non-Judicial Stamp Paper of Rs. 100/-** |

**CONTRACT AGREEMENT**

THIS CONTRACT made on this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 2023 at ……………………..(Place) BETWEEN NATIONAL FERTILIZERS LIMITED (NFL), a Public Sector Undertaking (PSU) under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and its Unit/ Office at National Fertilizers Limited, Nangal Unit, Naya Nangal, District: Rupnagar (Pb.) (hereinafter referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the one Part.

AND

M/s (carrying on business as sole-proprietor/partnership/ company etc.,) (Strike out whichever is not applicable) having its office/ registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Contractor", which expression shall be deemed to include his/its representatives/successors and permitted assigns) through its authorized representative of the other Part.

WHEREAS the Owner is desirous of executing certain works as mentioned and described in the Work Order/ Letter of Intent No. \_\_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_\_for total Contract value of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only and whereas the Contractor has agreed to execute the work as specified in the Tender Documents and Work Order/ Letter of Intent referred to above and also in the contract documents.

NOW THEREFORE THIS CONTRACT WITNESSETH AS FOLLOWS:

**ARTICLE – I**

**CONTRACT DOCUMENTS**

* 1. The following documents shall constitute the contract documents namely:

1. This Contract
2. Tender Document/NIT
3. Work Order No. dated
4. Letter of Intent / Notification of Award No. dated
5. Contractor Quotation/bid dated .
6. Owner’s Tender Document/ NIT No. dated
7. Amendment/ Addendum/ Corrigendum dated (If any) to Tender Document/NIT.
8. Owner’s Letter/email dated (If any).
9. Contractor’s Letter/email dated (If any).
   1. A copy each of the above documents (a) to (i) are annexed hereto and the said copies have been collectively marked Annexure-I.

**ARTICLE – 2**

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

**ARTICLE - 3**

* 1. TERM
  2. The Contract work shall be duly executed and completed in all respects and handed over to National Fertilizers Ltd. within a period of \_\_\_\_\_ months/year w.e.f. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The time mentioned herein shall be the essence of the contract.

**ARTICLE - 4**

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

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

- Abandons the work

Or

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

Or

- Persistently fails to adhere to the agreed program of work

Or

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

Or

- Performance is not satisfactory or work is abnormally delayed

Or

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

Or

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

* 1. Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner.

Such termination will be by **15 (fifteen) days’** notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

* 1. CONSEQUENCES OF TERMINATION

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

* + 1. NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.
    2. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
    3. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works or on account of expected profits.
    4. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.
    5. Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of NFL in all units / offices as per NFL’s rules & regulations.

**ARTICLE - 5**

5.1 FORCE MAJEURE CLAUSE (FMC)

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt. and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within **15 (Fifteen)** days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

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

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

**ARTICLE - 6**

6.1 INDEMNITY BY CONTRACTOR

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

**ARTICLE - 7**

7.1 ENTIRE CONTRACT

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

**ARTICLE - 8**

* 1. NOTICE
  2. Subject to any provisions in the contract documents to the contrary, any notice, order of communication sought to be served by the Contractor on the Owner with reference to the contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only, if delivered by Hand or by Registered Post/ Speed Post or email to the Officer/Officer-In-Charge as defined in the General Terms and Conditions of the contract.
  3. Without prejudice to another mode of service provided for in the contract documents or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner on the Contractor with reference to the contract shall be deemed to have been sufficiently served upon the Contractor if delivered by Hand or through Registered Post/Speed Post or email to the Contractor at his specified address at .

**ARTICLE - 9**

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

**ARTICLE - 10**

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

**ARTICLE - 11**

* 1. DISPUTE RESOLUTION

   For Indian Parties

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach  thereof shall be resolved amicably though 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 i.e. Unit Head/Director/ C&MD (Strike out which is not applicable).

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 fail to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

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

The seat and venue of arbitration shall be at **Nangal, District: Rupnagar(Pb.)**

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

 11.2- For Foreign Parties

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

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

The language of the arbitration shall be English.

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

11.3 For CPSEs and Government Department

"ln 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 (excluding disputes relating to lncome Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/000312019-FTS-10937 dated 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties.

**ARTICLE - 12**

12.0 JURISDICTION

Notwithstanding any other Court or Courts having Jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of Competent Civil Jurisdiction in this behalf at **Nangal, District: Rupnagar (Pb.)** and only the said Court(s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.

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

|  |  |
| --- | --- |
| SIGNED & DELIVERED  For and on behalf of  National Fertilizers Ltd (Owner)  (With Rubber Stamp) | SIGNED & DELIVERED  For and on behalf of  Contractor  (With Rubber Stamp) |
| Date:  Place: | Date:  Place: |
| In the Presence of:  Witness  1.  Signature  Name of Signatory  Address  2.  Signature  Name of Signatory  Address | In the Presence of:  Witness  1.  Signature  Name of Signatory  Address  2.  Signature  Name of Signatory  Address |

**Annexure-B**

Proforma for declaration of Sole Proprietorship

(On stamp paper of Rs. 30/- and notary attested)

**AFFIDAVIT**

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

1. That \_\_\_\_\_\_\_\_\_\_\_\_\_(date), I the deponent has started the business under the name and style of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Sole Proprietor and at present M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is a Sole Proprietorship Firm.
2. That the deponent is holding documents like PAN No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Service Tax 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 : -----------------

**Annexure-C**

Proforma for Declaration regarding NOT Black-Listed

(On stamp paper of Rs. 30/- and notary attested)

**AFFIDAVIT**

* + 1. With reference to NIT No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dt.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of National Fertilizers Ltd., Naya Nangal for the work\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/o Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Proprietor / Partner / Authorized Representative of the firm M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do solemnly affirm and declare as under :

1. That my/our firm/sister concern etc. has not been black listed or put on holiday by any Institutional Agency / Govt. Department / Public Sector Undertaking for participating in the Tender, in last 2 years.
2. No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.

DEPONENT

VERIFICATION

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

DEPONENT

Place : -----------------

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

**Techno-Commercial Bid Format SN/MHCC/2024-25**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | | **Contractors Comment (Agreed / If not Agreed, Please Comment)** |
| **NFL Requirement As Per NIT** | |
| Sr. No. | Work/ Job Specification | |
| 1 | **Material Handling/Carting Contract for a period of two years extendable for another 03 months** | |  |
| 2. | TYPE OF TENDER | **TWO PART BID i.e. PART-I “TECHNO-COMMERCIAL BID PROPOSAL**  **(UNPRICED)”**  **AND**  **PART-II “ PRICE BID PROPOSAL”** |  |
| 3. | EMD | Tenderer to submit Earnest Money of Rs.1,00,000**/- (` One Lakh only)** in the form of crossed Demand Draft / Banker’s Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Naya Nangal payable at Naya Nangal. Alternatively the above amount(s) can also be transferred through NEFT/RTGS directly to NFL’s bank account (SBI CC No-11070992603 IFSC: SBIN0000689, Branch: Naya Nangal). Cheque shall not be accepted in any case. Firms Registered under MSME are exempted from tender fee subject to submitting of certificate.  **(Parties seeking exemption from submission of EMD, should upload the documentary evidence in support that they are exempted from submission of EMD).** |  |
| 4. | SECURITY DEPOSIT | As per clause no. 17 of Tender Document (GTCC) |  |
| 5. | PAYMENT TERMS | As per clause no. 14 of Tender Document (GTCC) |  |
| 6 | MODE OF PAYMENT | PAYMENT SHALL BE MADE THROUGH (NEFT)/RTGS ONLY, AS PER TENDER DOCUMENT. |  |
| 7 | ELIGIBILITY CRITERIA | **VENDOR MUST SUBMIT/UPLOAD ALL THE DOCUMENTARY EVIDENCE AS REQUIRED/ MENTIONED IN THE ANNEXURE-A** |  |
| 8. | GST No | PARTY SHALL QUOTE GST NO |  |
| 9. | RATE OF GST | APPLICABLE RATE (%) OF GST TO BE MENTIONED BY BIDDER |  |
| 10. | TENDER OPENING & REVERSE AUCTIONING: | The tenders will be opened electronically by us from our Nangal Office in the presence of representatives of Vendors who wish to attend the Price Bid Opening. The submission of bids may however be done by vendors from their office or from place of their choice or they can visit our NFL Nangal’s office and use NFL’s facilities for preparation and submission of their bids. However, bids can’t be submitted after the bid submission due date & time as per the schedule. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically and such vendors shall be allowed to participate in the Reverse Auctioning.  Though a vendor need not visit NFL Nangal’s office for participating in this tender but in case NFL opts to have negotiations with the R1 bidder (Lowest bidder after conclusion of Reverse Auction) as per clause no. 11 given below, such negotiations shall be held at NFL’s Nangal office only. Prior intimation shall be given for the same |  |
| 11. | STARTING/BASE PRICE FOR  REVERSE AUCTION | The Opening Price/Base price for reverse auction will be informed after the opening of Financial/Price Bids. This shall be the lowest landed (FOR Destination) rate received against the initial price bids submitted by participating vendors.  The duration for the event would be for 45 minutes. The Bid Decrement would be Rs.5000/- (Rs. Five Thousand only) on overall evaluation basis for all the items. If any supplier tries to bid in the last 5 minutes then the bid, duration will increase by 5 minutes. There will be infinite extension if any supplier tries to bid in the last 5 minutes. NFL would be given one Buyer Login ID to view the event.  The contract shall be finalized on Overall L-1 Basis.   NFL reserves the right to negotiate with R1 bidder after conclusion of Reverse Auction at its sole option. In such case, the negotiations shall be held with R1 bidder only at NFL’s Nangal Office and prior intimation shall be given by NFL to such bidder.  For calculating the break-up of price of a particular vendor for the purpose of determining the component of freight charges and GST etc. at the time of placement of W.O., back working of price from the final R-1/matched landed price shall be done by keeping the absolute value of freight charges, percentage of GST as fixed as quoted by the vendor in his initial price bid. No separate confirmation shall be taken for the same from the vendors. |  |
| 12. | EVALUATION OF OFFER | EVALUATION OF OFFER SHALL BE ON OVERALL L-I BASIS |  |
| 13. | FIRM PRICE | VENDOR TO CONFIRM THAT QUOTED RATES WILL REMAIN FIRM DURING THE CURRENCY OF THE CONTACT PERIOD + EXTENSION PERIOD (IF ANY) |  |
| 14. | LIQUIDATED DAMAGES | As per clause no. 43 of Tender Document (GTCC) |  |
| 15 | OFFER VALIDITY | OFFER SHALL BE VALID FOR A MINIMUM PERIOD OF 120 **DAYS FROM THE DUE DATE OF OPENING OF TECHNICAL BIDS.** |  |
| 16. | MSMED Act 2006 | VENDOR MUST CONFIRM THAT WHETHER THEY ARE REGISTERED AS MICRO / SMALL / MEDIUM ENTERPRISES (General OR SC/ST) UNDER MSMED ACT- 2006 AND FURNISH COPY OF THE REGISTRATION CERTIFICATE.   1. Micro: Where the investment in Plant & Machinery does not exceed Rs. One Crore and turnover does not exceed Rs. Five Crore.  or 2. Small: Where the investment in Plant & Machinery does not exceed Rs. Ten Crore and turnover does not exceed Rs. Fifty Crore.   Or 3. Medium: Where the investment in Plant & Machinery does not exceed Rs. Fifty Crore and turnover does not exceed Rs. Two Hundred and Fifty Crore. |  |
|  |  | Declaration of UDYOG AADHAR MEMORANDUM (UAM) number by the vendors on CPPP is mandatory from 01.04.2018. Vendors registered with MSME should assure that their UAM number may appear on CPPP. Failing which they shall not be entitled to enjoy the benefits of PP policy for MSMEs order, 2012. |  |
| 17. | ARBITRATION | AS PER CLAUSE NO.27 OF TENDER DOCUMENT (GTCC) |  |
| 18. | RELATIONS | 1. PLEASE CONFIRM WHETHER ANY EX-EMPLOYEE (S) OF NFL, IS/ARE EMPLOYED WITH YOU, IF SO THE NAME, DESIGNATION, DEPARTMENT AND EMPLOYEE NUMBER OF SUCH EMPLOYEE(S) BE INDICATED.   PLEASE CONFIRM WHETHER ANY OF YOUR RELATIVE (S) IS/ARE WORKING IN NFL, IF SO, THE NAME, DESIGNATION, DEPARTMENT & EMPLOYEE NUMBER OF SUCH EMPLOYEE (S) BE INDICATED. |  |
| 19. | AUTHORIZATION | 1. CONTRACTOR MAY ENSURE THAT TENDER DOCUMENTS /OFFER HAS BEEN SIGNED BY APPROPRIATE/AUTHORIZED REPRESENTATIVE OF THE COMPANY. WITHDRAWAL OF OFFER/ NON-ACCEPTANCE OF ORDERS PLACED, BASED ON OFFERS SUBMITTED BY BIDDERS ON THEIR LETTER HEAD, WILL NOT BE ALLOWED ON THE GROUND THAT OFFER WAS NOT SIGNED BY THE AUTHORIZED PERSON. |  |
| 20. | DISCUSSIONS/ NEGOTIATIONS | ONE PERSON WILL BE ALLOWED TO REPRESENT ONLY ONE COMPANY DURING DISCUSSIONS/ NEGOTIATIONS WITH NFL. IF SAME PERSON IS REPRESENTING DIFFERENT COMPANIES WITH AUTHORIZATION LETTERS FROM MORE THAN ONE COMPANY, SUCH PERSON WILL BE ALLOWED TO REPRESENT ONLY THE FIRST COMPANY CALLED FOR NEGOTIATIONS.. |  |
| 21. | CONFIRM EACH CLAUSE | YOU MUST CONFIRM **EACH CLAUSE OF OUR THIS TENDER DOCUMENT** INCLUDING (I) INSTRUCTIONS TO THE TENDERER (II) GTCC (III) DEFINITION OF TERMS (IV) ELIGIBILITY CRITERIA (V) SPECIAL TERMS & CONDITIONS OF CONTRACT ETC. IN CASE, YOU DO NOT COMMENT ON ANY OF THE CLAUSE, WE SHALL PRESUME THAT THE SAME HAS BEEN ACCEPTED BY YOU UNCONDITIONALY. DEVIATION, IF ANY, MUST BE MENTIONED EXPLICITLY. HOWEVER, IN CASE OF ANY DEVIATION FROM OUR ABOVE SAID TERMS & CONDITIONS, WE RESERVE OUR RIGHT EITHER TO IGNORE YOUR OFFER OR LOAD THE SAME SUITABLY AT OUR SOLE DISCRETION. |  |
| 22. | PRICES | PARTIES SHOULD QUOTE **ONE RATE** FOR SPECIFIC QUANTITY MENTIONED IN THE TENDER DOCUMENT. TENDERS WITH QUOTATION OF DIFFERENT RATES FOR DIFFERENT QUANTITIES SHALL BE REJECTED WITHOUT ANY FURTHER REFERENCE. |  |
| 23. | SUBMISSION OF ANNEXURES | DECLARATION FORM-I & II, ANNEXURE-III & IV HAVE BEEN FILLED AND UPLOADED A/W TECHNICAL BID |  |
| 24. | PRICE BID FORMAT | ALL COLOUMNS OF PRICE BID FORMAT ‘ A’ & ‘B’ HAVE BEEN FILLED AND UPLOADED |  |
| 25. | UNDERTAKING BY THE BIDDER | TENDER DOCUMENTS HAVE BEEN READ, UNDERSTOOD WITH ALL CLARIFICATIONS PERTAINING TO VARIOUS CLAUSES PROVIDED THEREIN  TERMS & CONDITIONS LAID OUT IN THE TENDER DOCUMENTS ARE FULLY ACCEPTABLE TO US. |  |
| 26. | ANY OTHER COMMENT  / INFORMATION  /REMARKS | NO DEVIATION TO THE TERMS & CONDITIONS OF TENDER DOCUMENT ARE ALLOWED. THE OFFER WITH ANY CONDITION / DEVIATIONS ARE LIABLE TO BE REJECTED AT SOLE OPTION OF NFL.  **HOWEVER, VENDOR MAY OFFER COMMENTS, IF ANY.** |  |
| 27. | BLACK-LISTING/ DELISTING | TENDERER MUST CONFIRM THAT THEY HAVE NOT BEEN DELISTED / BLACK LISTED IN ANY UNIT OF NFL |  |
| 28. | OFFER NO. & DATE | TENDERER MUST QUOTE OFFER NO.&DATE FOR FUTURE REFERENCE. |  |
| 29. | CONTACT NO. | TENDERER MUST CONFIRM NAME, CONTACT NO. & E MAIL OF PERSON AUTHORISED FOR TENDER AND FURTHER CLARIFICATION IF ANY. |  |
| 30. | |  |  | | --- | --- | | REVERSE AUCTION | Reverse auctioning shall be conducted as per GeM guidelines. | | Reverse auctioning shall be conducted as per GeM guidelines. |  |
| 31. | Acceptance of NIT Terms & Conditions and uploading of complete Set of Tender Enquiry | Vendor will confirm their acceptance to the Terms and Conditions of the NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions. |  |

**PRICE BID - SCHEDULE-A**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **SCHEDULE OF WORK TO BE DONE BY CONTRACTOR** | U/M | Qty. | Unit Rate (Rs. In Figures) | Unit Rate (Rs. In Words) | Total Value (Rs. In Figures) | Total Value (Rs. In Words) |
| 1 | FOR CONSIGNMENTS RECEIVED THROUGH VARIOUS TRANSPORT COMPANIES/ BY RAIL AND BOOKING UNDER "SMALL", Clearance of goods (including payment of dues, if any, including freight mentioned in the RR/LR/GRs) from Transport Cos. located at Nangal, Mehatpur & Nearby Areas and Cartage (including Loading, Transportation, Un-Loading and Stacking etc.) up to NFL Stores Godowns /Stock Yards/Plant Premises etc. as directed (as below): |  |  |  |  |  |  |
| **A)** For all categories of consignments from Transport companies. where weight of single package does not exceed 200 kg. | MT | 100 |  |  |  |  |
| **B)** --do-- where weight of a single package exceeds 200 Kgs. | MT | 10 |  |  |  |  |
| 2 | For unloading and shifting of material from Trucks/Tempos/Canter/Trailer received inside NFL premises, transportation wherever necessary into godowns / yards & other places and stacking at locations as directed (as below): |  |  |  |  |  |  |
| **A) i)** Reinforcement Steel, Structural Steel, Pipes, Machinery Consignment and Allied Stores where weight of single package does NOT exceed 200 Kgs. | MT | 400 |  |  |  |  |
| **ii)** - do where weight of single package Exceeds 200Kgs. | MT | 800 |  |  |  |  |
| **B)** Chemicals packed in Bags/Slabs | MT | 40 |  |  |  |  |
| **C)** Catalyst, Lubricants, Resins & Others Chemicals packed in Drums/Carboys etc. | MT | 280 |  |  |  |  |
| **D)** Cement packed in Bags of 50 Kgs. | MT | 1000 |  |  |  |  |
| **E)** Empty Jute/HDPE Bags | MT | 3200 |  |  |  |  |
| **F)** Filled Chlorine Cylinders of 900 Kgs. capacity. | NO | 140 |  |  |  |  |
| **G)** Filled Gas Cylinder (Misc. types). | MT | 70 |  |  |  |  |
| 3 | Collection of complete details from Transport Companies. In respect of all consignments consigned to NFL in whose respect RRs/ GRs have not been provided to the contractor or received by NFL & Collection of Credit Notes from F&A Deptt.(Cash Office / Stores A/cs) and handing over same at Transport Companies in the afternoon of each working day and on Saturdays at about 12 noon after obtaining proper receipt, collection of GR/Parcels from Cash Office and handing over the same to Stores Receipt Section for taking deliveries of the consignments (Rates per month to be quoted). | **MONTH** | 24 |  |  |  |  |
| 4 | **A)** OUTWARD DESPATCHES: Weighing, loading and transporting of materials to Nangal Dam Railway Station and various Transport Companies and BBMB workshop Nangal & Mehatpur and Nearby Areas etc., including booking wherever applicable: All items except empty chlorine cylinders of 900 Kgs. Capacity. | MT | 16 |  |  |  |  |
| **B)** Loading of material (including weighment where necessary) in Trucks / Wagons placed in factory area for onward despatch (as below): |  |  |  |  |  |  |
| **i)** Where wt. of any package UPTO 200 Kgs. | MT | 4 |  |  |  |  |
| **ii)** Where wt. of any package is MORE THAN 200 kgs | MT | 8 |  |  |  |  |
| **iii)** Empty Jute/HDPE bags. | MT | 2 |  |  |  |  |
| **iv)** Empty Gas Cylinders (Misc.) | MT | 160 |  |  |  |  |
| 5 | OPENING OF INCOMING PACKAGES: Handling of small consignments received by Road/ Local delivery/Post parcel etc. Opening of boxes, crates, package and counting, measuring and weighing of material received, keep the item duly tagged/marked at suitable locations so as to facilitate inspection. Delivery of MIS to different Indentor’s Plants, to arrange photocopies of required documents, to handover the SRVs in F&A and Purchase, Shifting and stacking of material in various godowns after inspection. Regular cleaning of record room, Up-keeping of Receipt Section including removing of dust from Racks, operating of Fork Lifter & battery operated Jumbo/Lister for loading, unloading, shifting & stacking of material etc. Four Persons are required for above jobs on every working day. Lumpsum rate per month should be quoted for 4 Persons. | MONTH | 24 |  |  |  |  |
| **TOTAL Schedule-A (In Figures)** | | | | | |  | |
| **TOTAL Schedule-A (In Words)** | | | |  | | | |
| NOTES:   1. Against Items No.1-B, 2-A (ii), if in a particular consignment under one goods receipt, any package exceeds 200 Kgs., the rate quoted is payable against the actual weigh-bridge weight in case of GR irrespective of the fact that other package may be of lesser weight. 2. The contractor will pay freight charges upto maximum of Rs.5000/-per consignment to the Trucks/Tempo/Canter/Trailer etc. received inside the factory on Holidays/ Saturdays / after lunch hours on any working days. | | | | | | | |

**PRICE BID - Schedule-B**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr. No** | **SCHEDULE OF WORK TO BE DONE BY CONTRACTOR** | **U/M** | **Qty.** | **Unit Rate (In**  **Figures)** | **Unit Rate (in Words)** | Total Value  (in Figures) | Total Value (In Words) |
| 1 | Handling/Shifting of material within NFL Stores/Factory and Township, shifting of Material and Scrap including Weighment/ Measurement, wherever necessary, from Stores to Various Plants/Store-Yards and vice versa. Plant Machinery, Gas Cylinders, spares, General Stores, Chemicals, Catalysts, Oil Drums and Scrap etc. |  |  |  |  |  |  |
| A) Item where wt. of single package is Upto 300 Kgs. | MT | 1200 |  |  |  |  |
| B) --do-- where wt. of single package Exceeds 300 Kgs. | MT | 400 |  |  |  |  |
| 2 | Shifting of Empty Oil and Catalysts Drums from One Location to Another Location in Factory/Stores area. | NO | 900 |  |  |  |  |
| 3 | A) Providing Un-Skilled Labour on Per Manday Basis for Shut-Down Jobs / Unforeseen / Emergency jobs. | NO | 2000 |  |  |  |  |
| 1. PRESERVATION, UPKEEP, MAINTAINING OF CUSTODY GODOWNS, RAW MATERIAL SECTION, OUTWARD DESPATCH, INSURANCE CELL, ISSUE OF PETROL & DIESEL, OFFICE OF THE HEAD OF STORES, TRANSPORTATION INCHARGE AND OTHER OFFICERS. 2. All the following 8 Custody Godowns, Raw Material Section, Outward Despatch, Insurance Cell and the Office of Incharge Receipt Section of Stores/Other Officers shall be required to be properly cleaned and maintained. The job will involve cleaning, preservation, oiling/greasing, marking of code numbers on items kept within godowns/open yards, removal of dust from racks/walls etc. and taking of files/letters/SRV/SIN etc. documents from various godowns /offices to Admn. Building/Plant Offices and vice versa. Oil, grease, paint, brushes etc. will be provided by NFL (Minimum one labour each for 7 custodies, 2 labour for Expansion Custody Godown and One labour each for Raw Material Section, Insurance Cell & OD Section, Office of Head of Stores, Office of Tptn. Incharge and Other Officers): Lump-sum rate per month should be quoted for all the 15 labourers. Details are as under: | MONTHS | 24 |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **i)** POL Godown |  |  |  |  |  |  |
| **ii)** General Godown |
| i**ii)** Tool and Stationery Godown |
| **iv)** Metal Godown |
| **v)** Auto Spares and Bearing Godown |
| **vi)** Inventory Control and Disposal Section |
| **vii)** Electrical Godown |
| **viii)** Expansion Plant Spares Godown (**2 Persons**) |
| **ix)** Raw Material Section |
| **x)** Office of Head of Stores / Other Officers |
| **xi)** Office of Transportation Incharge |
| **xii)** Outward Despatch and Insurance Cell |
| **xiii)** Receipt and issue of petrol and diesel from our pumps (**2 Persons**) |
| 4 | Clearance of wild growth in our stockyard, area around godowns/sheds and stores office complex etc. from the roots and uprooting sarkanda and its disposal at the assigned place/rate per  1.00 sq. meters to be quoted. | SQM. | 110000 |  |  |  |  |
| 5 | Misc. jobs in Finance & Accounts Department. Collection/Retirement of documents and/or Parcels from SBI, Naya Nangal and State Bank of Patiala, Nangal Township and Post Office, Deposit of Cheques/DDs with the Banks. Delivery of Rent/Electricity/Water Charges Bills to Shopkeepers and Lease Holders in Naya Nangal. Keeping in Basement, Record Rooms and Offices cleaned and spray pesticide to save the record, the cost of pesticide/spray pumps to borne by the Contractor. Delivery/Distribution and/or Collection of Files and Dak from various departments in the Plants including Stores. Adequate unskilled labour is required to be deputed for this job. The items under this clause includes Peon-cum-Messenger type jobs. **Lump-sum rate per month should be quoted for 2 Persons.** | MONTH | 24 |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 6 | Misc. Jobs in Purchase Section. Collection of Dak from various offices of Purchase and delivery of the same to within the Purchase and to different Indentors in Plant, Delivery of samples to Stores received from various parties, regular cleaning of record room, to bring old files from record rooms as & when required, Up-keeping of various offices in Purchase including removing of dust from Cabinets, to arrange photocopies of various Purchase documents, collection of Fax Messages from various offices of Purchase and its delivery to fax room and vice-versa. Delivery & collection of Dak of Head of Dept. (Mtls) from various offices, inside & out side of the Plants. Up-keeping of the office of Head of Dept. (Mtls). Adequate unskilled labour is required to be deputed for this Job. The items under this clause includes Peon- cum-Messenger type jobs. **Lump-sum rate per month should be quoted for 2 Persons.** | MONTH | 24 |  |  |  |  |
| 7 | Skilled/Clerical Person required for Data Entry Jobs like P.O., NIT, Amendment Letters, GIR MIR, SRV, Reports, Misc Jobs in Purchase Section/Stores Section & Skilled Person required for Forklifter, Carpenter Jobs in Receipt Section of Stores. Lump-sum rate per month should be quoted for 4 **Skilled Person.** | MONTH | 24 |  |  |  |  |
|  | **TOTAL VALUE OF SCHEDULE 'B' IN FIGURES (Rs.)** | | |  | | | |
|  | **TOTAL VALUE OF SCHEDULE 'B' IN WORDS (Rs.)** | | |  | | | |

|  |  |  |
| --- | --- | --- |
|  | In Figures (Rs.) | In Words (Rs.) |
| **TOTAL Schedule-A (Rs.)** |  |  |
| **TOTAL Schedule-B (Rs.)** |  |  |
| **Total (Schedule A+B) (Rs.)** |  |  |
| **Applicable Amount of GST (Rs.)** |  |  |
| **Grand Total** |  |  |

**Note :**

|  |  |
| --- | --- |
| 1 | Tenders are required to quote the rates workable for each item as per GeM Portal. However, the **bids shall be evaluated on Overall Lowest basis** as per GeM terms and conditions. |
| 2 | Rates not quoted as per GeM terms and conditions are liable to be rejected |
| 3 | As per Clause No. 17.3 of GTC, Contractor will have to make payment of Minimum Wages of Central Govt. / State Govt., whichever is higher. |
| 4 | The payment to contractor against the above, shall however be made upon submission of proof of making payment to the persons deployed. |
| 5 | Contractor will have to obtain Labour License from the concerned authority within 15 days from the award of work. |

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature of Contractor) with seal