

List of documents**Annexure - a**

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NOTE:

1. Contractors are requested to see that all the papers of tender document issued to them are intact as per above Index.
2. All the pages shall be signed & stamped by the contractor.
3. All the tenders digitally signed documents shall be uploaded on E-tender portal for E-tender category.

नेशनल फर्टिलाइजर्स लिमिटेड

(भारत सरकार का उपक्रम)

नंगल इकाई, नया नंगल 140126 (पंजाब)

NATIONAL FERTILIZERS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

NANGAL UNIT, NAYA NANGAL(PUNJAB) 140 126

(An ISO-9001:2015, ISO-14001:2015 & OHSAS-45001:2018 Unit)

GST No 03AAACN0189N2ZD

फैक्स-01887-220541
एसटीडीकोडनं. 01887
ईपीएबीएक्सनं. -220570
वेबसाईट-नेशनलफर्टिलाइजर्स.
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Annexure-I

Ref. No: NFN/2025-26/Elect./ARC/01/2024

Date: 02.09.2025

COVERING LETTER

To

M/s -----

Subject: Annual rate contract (Electrical) 2025-26 for maintenance of electrical equipment and lighting in factory area and township including maintenance of residential quarters, public buildings, shopping centres and non-plant buildings.

Dear Sir,

E-TENDERS are invited as per **E-Tender procedure** for the work as detailed below:

1)	Name of Work:	Annual rate contract (Electrical) 2025-26 for maintenance of electrical equipment and lighting in factory area and township including maintenance of residential quarters, public buildings, shopping centers and non-plant buildings.
2)	a) <u>Earnest Money:</u> Being a works contract - Tender received without EMD is liable to be rejected.	a) Tenderer to submit Earnest Money of Rs 1,00,000/-(Rupees One lakh only)
3)	Mode of payment towards Earnest Money	EMD shall be submitted in form of crossed Demand Draft / Banker's Cheque, issued by any scheduled bank except rural and Co-operative bank in favour of National Fertilizers Ltd, Naya Nangal payable at Naya Nangal. If any case party submits Demand Draft for the bank other than SBI (N) and whose branch is not available in Nangal then his quotation shall be loaded with equal amount of Bank Charges, incurred by the NFL on realization of said DD, for common evaluation. OR EMD amount(s) can also be transferred through NEFT/RTGS directly to NFL's bank account (SBI CC No-11070992603 IFSC: SBIN0000689, Branch: Naya Nangal) along with intimation of banks transfer reference number/UTR No. to be intimated to the executive Deptt. through mail /letter. OR Through payment Link provided on our website (www.nationalfertilizerslimited.com) and details to be indicated in Annexure-IV which is to be submitted in envelope 1.

कारपोरेट कार्यालय : ए-11, सेक्टर 24, नोएडा, गौतम बुद्ध नगर, उत्तर प्रदेश पिन 201 301 ☎: 0120-2412294, 2412445 एवं 3092201 से 08 फ़ैक्स 2412397

CORPORATE OFFICE : A-11, SECTOR 24, NOIDA, GAUTAM BUDDH NAGAR (UP) - 201 301, ☎: 0120-2412294, 2412445 & 309221 to 08, FAX : 2412397

रजि. कार्यालय : स्कोपकॉम्प्लेक्स, कोर-III, 7, इंस्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली- 110 003 ☎: 011-24360066, फ़ैक्स 24361553, सीआईएन: L74899DL1974GO1007417

REGD. OFFICE : SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI - 110 003, ☎: 011-24360066, FAX: 24361553, CIN: L74899DL1974GO1007417

Website: www.nationalfertilizers.com

		Note: • If the original DDs/ banker's cheque do not reach before the due date, the bid of that /those bidders shall not be opened. • NFL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier. • Cheques shall not be accepted in any case. In case tenderer fails to submit/deposit Earnest Money before the due date of tender opening, the offer of the tenderer is liable to be rejected.
4)	Estimated Value of the work :	Rs 396.76 lakhs plus GST as applicable.
5)	Validity of Tender	120 days from the Date of Opening of tender/Technical Bids for the acceptance.
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 per Special Terms & Conditions of NIT.
7)	Nature of Contract (Works / Services)	Works
8)	Whether contract is Split able (Yes/ No)	No
9)	Last date and time of Issue of Tenders:	24.09.2025 up to 1330 Hrs.
10)	Last date and time of Receipt of Tenders:	24.09.2025 up to 1400 Hrs.
11)	The date and time of Opening of Tenders:	25.09.2025 up to 1530 Hrs.
12)	Place of receipt and Opening of Tenders:	Office of DGM (E&I), NFL Nangal Unit.

- 13) Tender Documents may be downloaded from our website www.nationalfertilizers.com or CPP portal/www.eprocure.gov.in. In case documents are downloaded directly from the said websites, requisite EMD shall be submitted along with tender documents in envelope No 1.
- 14) Parties are advised to visit NFL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.
- 15) All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing to DGM (E&I) at least 7(Seven) days prior to the closing date of the tender.
- 16) 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.
- 17) The rates should be quoted item wise for the complete Scope of Work as per Proforma 'Schedule of Rates'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for 120 days from the date of opening of Technical bid for the acceptance.
- 18) In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Proforma duly filled in, failing which their Price bid will not be acceptable.
- 19) The tenderer 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 Performa enclosed for Schedule of Rates.

20) National Fertilizers Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender. ~~The tender can be split between two or more tenderer without assigning any reason thereof as per the requirement on case to case basis.~~

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

22) Submission of Tenders:

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

~~The above three parts should be enclosed and sealed separately in three envelopes as follows and all the three envelopes shall be super scribed with~~

- ~~i) Name of Work~~
- ~~ii) Tender No., and date,~~
- ~~iii) Date of Opening of Tender~~
- ~~iv) Name and complete address of the tenderer and~~
- ~~v) All the said three envelopes should be submitted in one sealed cover by the tenderer super scribing above stated (i) to (iv) particulars.~~

Envelope No. 1:

~~Will contain Earnest Money of amount specified in NIT in the form of DD/ Banker's cheque in favour of NFL Nangal Unit, Naya Nangal, Payable at Naya Nangal/Nangal. This envelope should be super scribed "EARNEST MONEY". If the party is seeking exemption of EMD under MSMED Act, it is required to submit the requisite documents showing eligibility in this envelop.~~

Envelope No. 2:

~~Second sealed envelope super scribed "TECHNICAL AND COMMERCIAL BID" containing the following documents: Signed copies of complete tender documents, including Proforma for schedule of quantities without prices as enclosed & documents as mentioned in Para 24. Tenderer should sign each copy of these documents in token of acceptance of our terms and conditions.~~

Envelope No. 3:

~~Third sealed envelope super scribed, "PRICE BID – DO NOT OPEN" (in RED ink). This envelope should only contain the 'Schedule of Quantities & Rates'/ 'Price Bid' with prices given in respective columns against each item, as enclosed herein, duly completed, signed & stamped on each page by the tenderer.~~

- a) ~~The price bid should be submitted clearly inscribing the name of the tenderer in the prescribed Proforma. All the above three envelopes should be placed and submitted in a single envelope superscribed as "NIT No. /_____ Dated: __/__/__, Date of Opening of the tender __/__/__.~~

23) Opening of Tender :

~~The Tender shall be opened as under:~~

Envelope No. 1:

~~Super scribed 'Earnest Money' containing Earnest Money shall be opened first on the Scheduled Date & Time of opening of tenders in the presence of the Tenderers or their representative, who wish to be present at the time of Tender Opening.~~

Envelope No. 2:

~~Super scribed 'Technical Bid' will then be opened and discussion would be carried out with the respective Tenderers for clarifications, if any.~~

Envelope No. 3:

~~Super scribed 'Price Bid' will be opened if technical bid and EMD found in order on the same day or at a later date, which shall be intimated to the tenderers.~~

24) The following documents have to be submitted with the offer in the envelope No. 2, failing which the tender will be liable for rejection:

• **In case the parties are pre-qualified;**

- a) Declaration Forms I , II & III (Annexure II, III & IV)
- b) An Affidavit as per Annexure VI (Not Black listed, Debarred, De listed or put on holiday of Firm) on Non-Judicial Stamp paper duly Notarized of Rs. 50/- Nangal Unit, Naya Nangal.

- e) ~~Copy of Power of Attorney/ Authorization in name of person who has signed the tender documents/bid (in case of Partnership Firm/Company or otherwise as the case may be). The copy should be Notarized by a Notary Public or certified by Magistrate on or after date of issue of NIT~~
- d) ~~Performa for Sole Proprietorship Affidavit on the stamp paper of Rs. 50/- and Notary attested (Annexure XI)~~
- **In case parties are not prequalified**, their offer will be considered as per eligibility criteria mentioned in Annexure VII of the NIT/Tender.

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

- A. The bidder shall upload scanned copies of (1) DD of EMD. Parties must intimate the bank transfer reference number/UTR No. to the executive Deptt. through e mail /letter
 - B. Original DD should reach DGM (E&I), National Fertilizers Limited Nangal, Distt. RUPNAGAR (Pb.) Pin code: 140126 before opening of Techno-commercial bid. If the original DDs does not reach before due date at, 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.
 - 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 for Section-A and B"
The party shall quote their rates as per format of 'Schedule of Rates for Section-A and B' and shall be uploaded by the tenderer / bidder
The following scanned copy documents have to be uploaded with the offer, failing which the tender will be liable for rejection:
 - Self-Attested copy of Permanent Account Number (PAN) from Income Tax Authorities.
 - Self-Attested copy of Proof of PF Registration No. issued by PF department.
 - Self-Attested copy of Goods & Service Tax Registration No., Code No. / Accounting Code, if applicable along with documentary proof thereof.
 - Self-Attested copy of ESI Registration No. along with documentary Proof.
 - Declaration Forms I, II & III.
 - An Affidavit in original on Non-judicial Stamp Paper of Rs.50.00 duly attested by Notary as per Annexure VI.
 - 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).
- 25) NFL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids.
 - 26) Evaluation of offer shall be done on overall L-1 basis, subject to special condition given in STCC.
 - 27) All pages shall be signed at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full with date by the tenderer. No eraser or overwriting is permissible.
 - 28) No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.
 - 29) The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister /group / Associates Company. In such cases only one of them will be eligible for participating in the tender.
 - 30) While uploading the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
 - 31) 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.

- 32) NFL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 33) In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happen to be a holiday / closed day, the tender will be received / opened on the next working day.
- 34) More than one quotation will not be considered. Not more than one tender shall be uploaded by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
- 35) The tender is non-transferable. Un-signed tenders are liable to be rejected.
- 36) NFL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.
- ~~37) NFL shall not be responsible for delay, loss or non-receipt of tender document sent by post.~~
- 38) The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL and have a good character.
- ~~39) In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the party. NFL shall not be responsible on this account whatsoever.~~
- 40) The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from NFL. If at any time such a discrepancy is detected, the contract shall stand terminated without any notice and the security deposit shall be forfeited.
- 41) The offers received after scheduled date and time of submitting the offer would be out rightly rejected.
- 42) If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, NFL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, NFL shall deem such tender as cancelled, unless the firm retains its character.
- 43) NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 44) If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
- 45) Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 46) Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
- 47) "Bidder shall not be affiliated with a firm or entity:
 - a. That has provided consulting services related to the work to the NFL during the preparatory stages of the work or of the project of which the works/services forms a part of.
 - OR
 - b. That has been hired (proposed to be hired) by the NFL as an Engineer/Consultant for the contract."
- 48) Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XII.
- 49) The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person (s) shall be designated as the authorized person(s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books,

make correspondences, compromise /settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender/contract. In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such "Power of Attorney" should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender."

- 50) In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to NFL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 51) NFL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by NFL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NFL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NFL thereunder."
- 52) These letter/instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
- 53) The Tender shall be addressed to DGM (E&I), National Fertilizers Limited, Nangal Unit.

Thanking you,

Yours Sincerely,
For & on behalf of
National Fertilizers Limited

(Navneet Kumar)
Design: DGM (E&I)

INSTRUCTIONS TO BIDDERS

- 1) Incomplete tenders/tender without Earnest Money and tenders received after the closing of due date are liable to be out rightly rejected.
- 2) The tenderer shall quote in English both in figures as well as in words the rates and amounts tendered by him, 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:
 - a) 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.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) 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.
 - f) All errors in totaling in the amount column and in carrying forward total shall be corrected.
 - g) 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.
- 3) The contractor as a token of acceptance of NIT terms and conditions shall sign all pages of NIT and annexures.
- 4) 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 in 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.
- 5) 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:-
 - (i) Agreement
 - (ii) Work Order
 - (iii) Letter of intent
 - (iv) NIT
 - a) Technical scope of work
 - b) Engineering Specifications.
 - c) Special terms and conditions etc.
 - d) General Terms & Conditions
- 6) 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 supports to this contract.
- 7) 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.
- 8) 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 in case 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 General Terms & Conditions (GTCC).

9) **Validity of the Contract:**

- a) The Contract shall normally remain valid for a period of 12 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 within 24 hours, if the necessity so arises.
- b) The contract can be extended at the same rates, terms & conditions for a period of three months at the sole discretion of NFL.

10) **The contractor may have to carry out the work in running plant under prevailing conditions, and therefore:**

- a) They may have to place their materials and equipment etc. at a place safe for working as per directions of the Safety Officer/ Engineer 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.
- b) There may be hold ups/interruptions on this account and further contractor 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.

11) **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.

PAYMENT DETAILS OF SUBMISSION OF EMD

~~(To be kept in Envelope No. I)~~

Subject: Tender No. _____ Name of contract _____

To,

DGM (E&I)
National Fertilizers Ltd.
Naya Nangal

Dear Sir,

1	<u>Earnest Money Deposit</u> I/We hereby confirm that amount of Earnest Money Deposit has been deposited through payment link provided on our website (www.nationalfertilizers.com) or Micro / Small Enterprise (MSE) Certificate is attached as per the details given below: a) EMD : Amount in INR _____ UTR / Bank Ref. No. _____ Date _____ b) MSE Certificate: Registered as _____ (Micro/Small) valid upto _____ for the Work/Services of _____ _____
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Signature of the Contractor/ Tenderer with stamp

SCOPE OF WORK

Name of work: ARC (Elect) 2025-26 for Miscellaneous Electrical Jobs, i.e, Maintenance of Electrical Installations of Residential/ Non Residential Buildings, Laying of HT/LT Cables, Over Headlines, Lighting etc. in NFL Township & factory area at Naya Nangal.

FOR SECTION A

ITEM NO.1.00 & 2.00: The work involves laying of HT/LT cables either on trays, through pipes or along structures/walls/trenches wherever needed as per site requirement. Cables shall be clamped properly with suitable size of clamps made out of GI flat 19mmx1mm at every 350mm distance. The minimum safe bending radius shall be taken as 12 times the overall diameter of the cable so as to avoid sharp bends. The contractor, at every 50 MR length of the cable, shall provide Cable tags. Cables to be laid shall be supplied by NFL. However, hardware viz. cable tags, clamps, saddles, screws, nuts & bolts etc. shall be in the scope of contractor. Also the transportation of materials from NFL stores to the site shall be the responsibility of the contractor. For handling of cables, crane, tractor-trolley etc. will be provided by NFL free of cost. Ladders, if need for execution of the job, shall be arranged by NFL.

ITEM NO 3.00, 4.00: The job involves laying of LT & HT Power/ control cables/ telephone cables (to be supplied by NFL) directly under the ground. While laying underground cables, care should be taken so that the underground structures, ie, Water pipes, sewerage lines, pre-laid cables etc. do not get damaged.

All the cables shall be laid in trenches 600 mm wide and having a depth of 750mm for LT cables & 900mm for HT cables. A 5-inch thick layer of sand shall be laid below & above the cable and then a layer of full size B class bricks shall be laid on both sides of the cable along its length. Thereafter bricks shall be placed on the top of already laid bricks across the cable to form a trough throughout the full length of the cable. After this, the trench shall be refilled with clear earth if. Whenever, the cables have to cross a road, drain, beam or rafters etc., suitable size of CI, GI or stoneware pipes (to be supplied by NFL) shall be embedded and the cables shall be drawn through them. Approved cable markers made of cast iron of size 100x100 mm at a distance of every 50 MR and on road crossings and bends shall be grouted in cement, coarse sand and stone chips in the ratio of 1:4:8 along the route of the cable. The cable markers shall be under the contractor's scope of supply at no extra cost to NFL. In case of more than one cables are to be laid in a single trench, the troughs shall be made with a common brick wall so that one cable is laid in each trough. Separate bricks are to be placed on both the troughs so made. In such cases, the smaller size of cable shall be considered as successive cable.

ITEM NO.5.00 & 6.00: The scope of work involves removing of the HT/LT/Control/Telephone cables either under the ground by digging out the trench along the cable or from trenches, trays, pipes or structures etc. Cables removed shall be re-rolled on the cable drums (to be supplied by NFL) and transported up to the site stores/ NFL central stores as per requirement of the Engineer-in-charge. The contractor and NFL representatives shall take measurements of the removed cables jointly. If more than one cable are to be removed from a single trench, the smaller size of cable shall be considered as successive cable. The trench so dug shall be back filled with earth.

ITEM NO.7.00: The Work Involves Supply, fixing and replacement of varnished teak wood batten/ ISI marked PVC Casing Capping as per site requirement. The batten shall be free from cracks and knots and fixed with screws on plastic sleeve. The supply of link clips, plastic sleeve, screws/nails, U & T shape bends etc. and varnish required for completion of the job shall be in the scope of the contractor.

ITEM NO.8.00: The job involves Supply, laying of 25mm PVC conduit, as specified in the schedule of quantities. PVC conduit shall be 2.0 mm thick of POLYCAB or equivalent reputed make and ISI marked. The quality of the conduit shall be got approved from the Engineer-in-charge before erection. The conduits are either to be fixed concealed in the brick masonry/ RCC walls/ columns or to be laid and clamped over the surface of wall/ columns/ structures etc. In case of laying and fixing of conduit concealed in wall/ columns, the conduit shall be held in wall by clamps and the surface dug out shall be made good with cement plaster so as to give the original look to the wall/column. Materials like cement, sand etc. Required shall be arranged by the contractor without any extra claims. If the conduit is required to be laid over the surface of wall/ column/ structure, the cleats, clamps, plastic sleeve, fixing screws etc., needed for fixing the conduit shall be supplied by contractor at no extra cost to NFL.

ITEM NO. 9.00: The job involves Supply, Installation, and Testing & Commissioning of Earthing Station. Earth electrode shall be of 100 mm dia, minimum 4mm. thickness, 3Mtr. long GI pipe class 'B' with perforation all

through its length and shall have the provision of connecting/ welding 75mmx12mm GI flat on both sides of the electrode on top to facilitate outgoing connections. Galvanizing shall be of superior quality as per the IS standard. The cold galvanizing paint shall be applied where galvanizing have been damaged by virtue of drilling / welding. Also S.S. Nut bolts are to be used. The electrode shall have a removable cap for the filling of water. Electrode shall be buried in the dugout ground with successive layers of charcoal, coarse sand and salt as per the IS. Top of the earth pipe shall be exposed but should be below the level surface. Masonry work shall be carried out and R.C.C. slab/required plate of size 1.0 MR x 0.5MR shall be provided for the earth pit. Masonry Work shall be done accordingly to have adequate approach to the earth station terminals. After the installation, pit shall be tested and connected to the existing earth flat, if any. Contractor if required, shall supply extra soil free of cost.

ITEM NO 10.00: Contractor's scope shall be Supply and erection/replacement of MS board 2mm thick/varnished teak wood double hinged board free from crack and knots without sun mica sheet as specified in the Schedule of Rates. Scope of work includes removal/re-fixing of any existing item. Total material required for the erection work shall be provided by the contractor including, hardware, grouting etc. Surface dug out for the grouting work shall be made good by the contractor.

ITEM NO 11.00: Contractor's scope shall be Supply and fixing of white glazed sunmica sheet 3mm thick suitable for boxes as specified in the Schedule of Rates. The job also includes cutting of sheet and fixing of switches, sockets, MCB as required at site.

ITEM NO 12.00: Contractor's scope shall be the Supply fixing, mounting on existing board of various items, as specified in the Schedule of Rates including supply of required hardware. The varnished teak wood round block shall be of superior quality free from crack & knots of 75mm dia. The make of switch / socket / telephone socket & top/ holder /ceiling rose / push button for call bells etc shall be of Anchor / SSK/ Girish/ Havells/ Leader make.

ITEM NO. 13.00 & 14.00: Scope involves for Supply / laying / rewiring and termination of single/ Two core PVC insulated / sheathed copper conductor wire for item 13.00 & single core PVC insulated copper conductor/earth wire, for item no.14.00, ISI mark, of size as specified in the Schedule of Rates, on the existing teak wood batten /PVC casing capping /conduit including supply of wiring clips, M.S. screws, nails, U & T Bends etc. The cable shall be of make Nicco, Polycab, Friends, Ankur Technocrats, Plaza, Gemscab, Insucon, Suyog and Havells.

ITEM NO. 15.00: NFL's scope shall be limited to the supply of tubular/ RCC pole/ lighting mast. Shifting of the poles from stores or any other place in the plant or to township shall be in the scope of contractor Crane/Hydra shall be provided by NFL free of cost. Tubular/ RCC pole shall be buried in the ground and RCC foundation of 1:4:8 (1cement, 4 coarse sand and 8 stone chips) shall be made to hold the pole. The foundation shall run from the bottom most point of the pole to the height of 1.5 ft. above the ground but not more than 6 ft. in total. The dia. of the foundation shall be limited to 2ft. Materials required like Cement, sand and concrete will be in the scope of Contractor. Earth so dug out for the erection of pole shall be filled back. In case of poles are to be mounted on the existing structure/ walls, the welding/ brazing/ provision of clamps etc. shall be in the scope of contractor.

ITEM NO. 16.00: The job involves dismantling of fabricated steel/ RCC/ Steel Tubular Pole/ lighting masts. The dismantled pole shall be freed of the concrete foundation and the same shall be transported, to the NFL stores. The earth so dug out shall be filled back and levelled with the ground. In case the poles are to be dismantled from the existing structures/ walls, removal of clamps/ cutting if any involved shall be in the scope of contractor.

ITEM NO 17.00: Scope involves removal of circuit/No light fault in the lighting circuit and attending of no light /circuit fault complaints of any house/ building. It includes removing of faults, replacement of fuse etc. to bring back the circuit in healthy condition.

ITEM NO. 18.00 & 19.00: For item No. 18.00, job involves removal of ceiling/ exhaust/ cabin fan from its location, complete cleaning, overhauling, replacement of bearing/ bushes if required and fixing back the fan on its location after completion of job preferably on the same day. Consumable like diesel, mobile oil and split pins are to be supplied by the contractor rest of material shall be provided by NFL. For item No. 19.00, job involves general checking of fan for any looseness in respect of connections, locking pin, reels, check nut/locking nut, suspension rod etc. and tightening the same if required replacing the damaged components which will be supplied by Contractor and no extra payment will be made for replacing the components. The contractor will supply the required hardware for above items.

ITEM NO. 20.00: Scope involves disconnection & removing of ceiling fan/exhaust fan/ cabin fan from its location and transportation to workshop, dismantling of ceiling fan for painting of from the body, blades, Pipe, frame & U-clamps, re-assembling after completion of painting job and fixing back the fan on its location after completion of job preferably latest by the next day.

The surface should be thoroughly cleaned and dusted off. All rust, dirt scales, smoke splashes, mortar dropping and Grease shall be thoroughly removed before painting is started. All paints, which have left its place or partly peeled off, should be removed with scrappers or wire brushes and finally rubbed with emery paper or fine pumice stone, to make a smooth surface. The prepared surface should be got inspected from Engineer-in-charge before starting painting job. Painting of ceiling fan/exhaust fan/ cabin fan, shall be done with synthetic enamel paint using Brush/spray as per various standards and CPWD specifications applicable after preparing the surface. One coat of red-oxide zinc chromate primer conforming to IS-2074 should be applied on metallic surface. It should be allowed to dry up by giving sufficient time and be got inspected from Engineer-in charge. After this, two coats of ready mixed paints synthetic enamel paint as applicable should be applied after giving sufficient time in successive coats for drying up. Inspection and clearance from Engineer-in-charge is necessary after every coat. The paint shall be of make NEROLAC / ASIAN / GARWARE/ BERGER only. The supply of complete material including paint, brushes is in the scope of the Contractor.

ITEM NO. 21.00: Scope involves Supply and replacement of heater element/ thermostat of geysers ratings as specified in the Schedule of Rates. The job involves the removal of equipment from its location, complete cleaning, and replacement of heating element / thermostat as required and fixing back on its location after completion of job preferably on the same day. Heating element/ thermostat shall be of ISI mark.

ITEM NO. 22.00: The surface should be thoroughly cleaned and dusted off. All rust, dirt scales, smoke splashes, mortar dropping and Grease shall be thoroughly removed before painting is started. All paints, which have left its place or partly peeled off, should be removed with scrappers or wire brushes and finally rubbed with emery paper or fine pumice stone, to make a smooth surface. The prepared surface should be got inspected from Engineer-in-charge before starting painting job. Brush/spray painting of steel tubular poles and brackets, with synthetic enamel paint/aluminium paint to be used as per various standards and CPWD specifications applicable after preparing the surface. One coat of red-oxide zinc chromate primer conforming to IS-2074 should be applied on metallic surface. It should be allowed to dry up by giving sufficient time and be got inspected from Engineer-in charge. After this, two coats of ready mixed paints synthetic enamel paint/aluminium paint as applicable should be applied after giving sufficient time in successive coats for drying up. Inspection and clearance from Engineer-in-charge is necessary after every coat. The paint shall be of make NEROLAC / ASIAN / GARWARE/BERGER only. The supply of complete material including paint, brushes is in the scope of the Contractor.

ITEM NO.23.00: Writing of numbers and letters with red /black paint for numbers and alphabets of size 25mm to 50mm on poles, ceiling fans, panels as required on appropriate size of base in white paint. The paint shall be of make NEROLAC / ASIAN / GARWARE/ BERGER only. The supply of complete material including paint is in the scope of the Contractor.

FOR SECTION B:

ITEM NO. 24.00 & 25.00: Supply of Unskilled and semiskilled manpower for maintenance jobs as per Annexure A and B. The requirement of man days/man hours and contract work as mentioned is only indicative it may be increased or decreased depending upon the requirement. The contractor will deploy as many man days/man-hours as and when required. The contractor shall not be entitled to any enhancement in rate on account of the number of man days/man hours deployed on a day. The requirement is mostly for Annual Turn Around, Short Shut Down, and unforeseen Break Down. The contractor will be responsible for all the liabilities towards the persons supplied by him for contract jobs. N.F.L will be at liberty to ask for the removal of any or all persons at its sole discretion. All the persons to be supplied by the contractor will be able-bodied persons above the age of 18 years and suitable for the job. The supplied manpower shall work according to the instructions of NFL Engineer in-charge. The contractor will be solely responsible for any kind of misconduct committed by the persons supplied by him. The persons deployed by the contractor should be willing to work at all elevations in all the sections and in shifts. The quoted rate shall be firm and not subject to any escalation except Govt. Notifications. The daily rate of 8 hrs per day quoted by the contractor shall include the statutory amount payable to the contractor for weekly offs, insurance, gazette holidays, provident fund, bonus, gratuity etc. NFL will pay only per day rate for the actual nos. of days deployed on the NFL job. The contractor will provide the tools for the work force especially for semi-skilled manpower like Electrician/Technician/Welder/Rigger.

ITEM NO 26.00 and 27.00: Supply of unskilled and semiskilled manpower for maintenance jobs of intermittent nature as per Annexure A and B. The requirement of man days/man hours and contract work as mentioned is only indicative it may be increased or decreased depending upon the requirement. The contractor will deploy as many man days/man-hours as and when required. The contractor shall not be entitled to any enhancement in rate on account of the number of man days/man hours deployed on a day. The contractor will be responsible for all the liabilities towards the persons supplied by him for contract jobs. N.F.L will be at liberty to ask for the removal of any or all persons at its sole discretion. All the persons to be supplied by the contractor will be able-bodied persons above the age of 18 years and suitable for the job. The supplied manpower shall work according to the instructions of NFL Engineer in-charge. The contractor will be solely responsible for any kind of misconduct committed by the persons supplied by him. The persons deployed by the contractor should be willing to work at all elevations in all the sections and in shifts. The quoted rate shall be firm and not subject to any escalation except Govt. Notifications. The daily rate of 8 hrs per day quoted by the contractor shall include the statutory amount payable to the contractor for weekly offs, insurance, gazette holidays, provident fund, bonus, gratuity etc. NFL will pay only per day rate for the actual nos. of days deployed on the NFL job. The contractor will provide the tools for the work force especially for semi-skilled manpower like Electrician/Technician/Welder/Rigger.

Annexure A for item Sr.No-24.00 and 26.00	
S.No.	Job description-
1.	Stringing / removing of overhead G.I telephone wires including binding and sagging etc. wherever required.
2.	Attending and rectification of overhead telephone faults.
3.	Laying/Removing of G.I / Aluminum earthing strip directly in the ground/ on structure, walls, trays etc. including termination of earthing connection
4.	Laying/ Termination/ Dismantling of GI/AL Wire on existing RCC poles or other structure/ wall/ underground etc.
5.	Maintenance of earth pit such as cleaning of connections, checking and tightening nuts/bolts, putting salt, watering etc. and recording of pit / grid resistance values with earth tester.
6.	Replacement of drivers, condensers, Electric bell etc. and rectification of any fault.
7.	Replacement of complete lighting fixture.
8.	Replacement of LED rod and repair of ceiling fans in official building.
9.	Replacement of all types / sizes / rating of iron clad double pole switches / iron clad distribution board / single pole neutral (SPN) switches / ICTP switches including connection etc. and rectification of fault.
10.	Replacement of miniature S.P. circuit breakers.
11.	Dismantling of electrical fitting, wiring, ceiling fan, energy meter and TW boards, main service wire and its pipe etc. from quarters and returning the same in NFL store.
12.	Replacement of aluminium /M.S. Junction Boxes of size on wall /heights/ structures on peripheral road side
13.	Replacement of cable glands and thimbles of appropriate size, re-glanding & termination in various junction boxes.
14.	Installation of metal clad main re wirable switch fuse unit MCB box including drilling of holes on the board and connection as required.
15.	Installation, connections, testing and commissioning of TPN switch fuse unit/ switch socket, the supply of required fabrication material and paint shall be in the contractor's scope.
16.	Replacement of Complete porcelain kit kat fuse and neutral links on existing boards /cut-out in boxes and re-termination.
17.	Replacement of Complete Bakelite moulded fuse base & carrier including connector, on existing boards /cut-out in boxes and re-termination.
18.	Fixing of M.S or aluminium junction box covers on the wall after drilling and tapping of existing junction box holes.
19.	Replacement of PCB and driver in existing enclosures.
20.	Replacement of PCB and driver in existing flameproof enclosures.
21.	Replacement of PCB and driver in existing weatherproof enclosures.
22.	Installation /replacement of Junction Boxes.
23.	Replacement of defective MCB in the lighting sub-distribution board.
24.	Installation /replacement of 1 Ph. /3 Ph. metallic power plug including repair /fabrication of fixing arrangement.
25.	Rectification of fault and replacement of its components in terminal blocks of aviation system.
26.	Rectification of fault and replacement of faulty components in lighting circuit.
27.	Replacement of faulty components in various junction boxes.
28.	Temporary installation & removal of flood lights, It includes laying of circuit wiring and associated switchgear.
29.	Maintenance of various sizes incoming and outgoing field junction boxes.
30.	Digging of earth for locating /repairing of cable faults & back filling of the earth after clearing the fault.
31.	Replacement of worn out rubber sealing gaskets for different H.T & L.T. panels in factory area.
32.	Replacement of cable trays/racks including handling and re-clamping / dressing of cables.
33.	Replacement of Surge arrestor rods including connection with Earthing.
34.	Recording of monthly readings of Energy meters in residential quarters, markets, and religious places, official buildings in township and construction colony.
35.	Carriage of assorted material, tools, tackles, various electrical items within the plant area or from one Plant to another.
36.	Shifting of 200 Ltr. Drum filled/empty with transformer oil from one place to another place within the NFL premises.

37.	Filling of oil from oil drum to any vessel / Electrical equipment with the help of manual / electrical operated pump. (It will include laying of cable and its connection to the electrical pump if required.)
38.	Shifting of motors within the Plant from plant to Workshop or vice versa of all sizes.
39.	Carriage and placement of ladders A type/ordinary from one plant to another Plant for maint. job as per instructions of Engineer-in-charge-Ladder.
40.	Installation, testing, commissioning including carriages of new ceiling fans/cabin fan at site. This includes installation of regulator and earthing of the same.
41.	Removal of ceiling fan/cabin fan including carriage of ceiling fans from site to workshop/ main stores as required & providing of identification tags on the fan.
42.	Re-fixing of ceiling fans/cabin fan including connection & satisfactory trial run including carriage of ceiling fans from site W/Shop/Main Stores to site as required.
43.	Replacement of ceiling fan regulator.
44.	Replacement of defective G.I.rod of different size for ceiling fans as required including threading and drilling of hole for split pins.
45.	Replacement of bushes for ceiling /exhaust fans/cabin fan.
46.	Replacement of shaft for ceiling /exhaust fans/cabin fan.
47.	Replacement of electronic regulator. The job also includes return of old & removed regulator to site Stores.
48.	Installation & commissioning of exhaust fans without louvers/shutters on existing wall openings including grouting of bolts/supports.
49.	Removal of exhaust fan and carriage of fan to the store-Exhaust fans at any height.
50.	Installation of louvers/shutters for exhaust fan.
51.	Installation & commissioning of air circulator fans including fixing of its regulator/starter at operating level and cable termination. It also includes carriage from main store/site store/workshop.
52.	Disconnection / Removal of air circulator. It includes carriage of fan to the site store/workshop.
53.	Overhauling of air circulator fans / exhaust fans including removal, greasing, replacement of bearings, cleaning, re-fixing in its position giving its satisfactory trial run.
54.	Rectification of faults of heaters/ geyser including replacement of internal connection leads, supply leads and 15 Amp 3 pin plug top.
55.	Attending water leakage in geysers, tanks and waterline after removing its insulation glass wool. Re-assembling after repair, fixing it on position at site
56.	Replacement of heating rod for Rod type room heater.
57.	Replacement of 750 watt heater element with ceramic bowl for bowl type heater.
58.	Replacement of dual wattage hot plate element.
59.	Replacement of 15 Amp rotary switches (complete assembly) for hot plates.
60.	Replacement of Brass pins with double brass nuts and porcelain male and female insulator for hot plate heaters.
61.	Rectification of faults in heaters and hot plates including replacement of internal connection leads, supply leads, 15 Amp 3 pin plug top, tumbler/piano type switch, brass pins with double brass nuts, porcelain male and female insulators
62.	Maintenance of Telephone DB's.
63.	Maintenance of Telephone DB's. Including clearance of 9 sq. mtr. area of wild growth around the telephone DB's.
64.	Erection of overhead ACSR/earth conductor on the existing LT lines including replacement of defective insulators, D-shackles, bolts, aerial fuse etc. wherever required.
65.	Erection of overhead ACSR/earth conductor on the existing 11 KV H.T. poles.
66.	Removal of existing overhead copper conductor /ACSR / earth conductor of conductor from L.T/HT line poles. This includes removing, re-rolling, weighing and shifting for returning to Main Stores from site.
67.	Dismantling and removing of different sizes of earth wire on the existing poles including transportation from site to Main Stores.
68.	Fabrication, installation and binding of Aluminium/ G.I. Guards on L.T/H.T overhead lines including replacement of damaged existing guards.
69.	Replacement/Repair of wooden / FRP cross arms with FRP cross arms after removing of existing overhead conductor.
70.	Erection of top hamper with its supporting clamps, fixing of existing top insulators & erection of existing overhead conductor on it.
71.	Fixing of F.R.P/wooden spacer on L.T. overhead lines.

72.	Complete maintenance of 11 KV gang operated switch, jumper insulators, lightening arrestor including all accessories, repair or rectification or replacement of any part of above. This includes cleaning of insulators and contacts thoroughly. Supply of spares, if required, is NFL's responsibility.
73.	Stringing (Re-sagging) of conductors of LT/ HT overhead lines irrespective of its type or shield/ guard/ neutral/ earth wire but having a span of 60 meters maximum between two poles.
74.	Fixing of porcelain aerial fuses L.T overhead lines including connections with appropriate jumpers.
75.	Replacement of lightening arrestors including disconnection and connection on 11 KV & L.T. overhead lines.
76.	Removal of slabs and placing them back on the cable trench.
77.	Cleaning and removal of rust from cable/cable racks and various arms, application of rust preventer and epoxy paint on all cable/cable racks.
78.	Cleaning of cable trench of various width. Removal of rubbish containing ash, coal, fuel oil, accumulated water filled trenches, stacking and disposal of the same. The choked drain outlets of the cable trenches are also to be cleaned with water jets.
79.	Sealing of slab joints of cable trenches with premixed sand bitumen.
80.	Surface dressing uprooting of small bushes along the cable trenches 30 cm wide from both side of the trench and disposed of rubbish at nearest available place.
81.	Cleaning of motors parts such as body, fan covers, foundation bed, radiator, push button station, site isolator etc.
82.	Cleaning of panels.
83.	Cleaning of transformers.
84.	Cleaning of all substations/ transformer bays/UPS rooms battery rooms, filter rooms.
85.	Cleaning of Cable trays/racks.
86.	Trimming /pruning /uprooting of trees coming up beneath the over-head network if any
87.	Uprooting of bushes (small trees) grass and wild growth,surface dressing of each RCC/steel tubular poles and then disposal of rubbish at the nearest suitable place.
88.	Uprooting of bushes (small trees) grass and wild growth,surface dressing, of each substation.
89.	Uprooting of wild growth/grass from the pebbles in the 66 KV Switch Yard , W.T. Plant and out sides of 66 KV Switch-Yard
90.	Cleaning of Battery Banks
91.	Cleaning of air filters of following sizes installed in the various substations for pressurization equipment's. It includes removal of filters, cleaning with water and pressurized air, re-fixing of filters after cleaning and drying, replacement of filters.
92.	Do-Paper Filter Sets of Transformer oil. This includes removing of filters from oil filtration set and re-fixing the same after cleaning.
93.	Cleaning of Surge counter / lightening arrestor/ Bushing / Insulators of T/ship & switchyard.
94.	Cleaning of gravels in all transformer pits.
95.	Cleaning of HT/ LT capacitor banks
96.	Cleaning of smoke detectors, pill boxes and panels of fire alarm system
97.	Temporary laying of un-armoured/ armoured cables of any size for connecting welding set etc.& its removal after completion of job
98.	Temporary supply connections and dismantling of 24Vollamp, handlamp & extension board
99.	Pulling of cables of various sizes in trench/ trays/pipe etc. to bring out margin at the end for its re-termination

Annexure B for item S.No -25.00 and 27.00	
S.No	Job description-
1.	Stringing / removing of overhead G.I telephone wires telephone wires including binding and sagging etc. wherever required.
2.	Attending and rectification of overhead telephone faults to the satisfaction of Engineer In charge.
3.	Laying/Removing of G.I / Aluminum earthing strip directly in the ground/ on structure, walls, trays etc. including termination of earthing connection
4.	Laying/ Termination/ Dismantling GI/AL Wire on existing RCC poles or other structure/ wall/ underground etc.
5.	Maintenance of earth pit such as cleaning of connections, checking and tightening nuts/bolts, putting salt, watering etc. and recording of pit / grid resistance values with earth tester.
6.	Replacement of chokes, drivers, holders, condensers, Electric bell etc. and rectification of any circuit fault.
7.	Replacement of LED rod/PCB Drivers in enclosures and ceiling fans in official building.
8.	Replacement of all types / sizes / rating of iron clad double pole switches / iron clad distribution board / single pole neutral (SPN) switches / ICTP switches including connection etc. and rectification of fault.
9.	Replacement of miniature S.P. circuit breakers
10.	Dismantling of electrical fitting, wiring, ceiling fan, energy meter and TW boards, main service wire and its pipe etc. from quarters and returning the same in NFL store.
11.	Replacement of aluminium /M.S. Junction Boxes of size on wall /heights/ structures on peripheral road side
12.	Replacement of cable glands and thimbles of appropriate size, re-glanding & termination in various junction boxes.
13.	Installation of 16 Amp metal clad main re-wire able switch fuse unit MCB box including drilling of holes on the board and connection as required.
14.	Installation, connections, testing and commissioning of TPN switch fuse unit/ switch socket rating up-to 100 Amps., the supply of required fabrication material and paint shall be in the contractor's scope.
15.	Replacement of Complete porcelain kit-kat fuse and neutral links on existing boards /cut-out in boxes and re-termination.
16.	Replacement of Complete Bakelite moulded fuse base & carrier including connector, 4-way, on existing boards /cut-out in boxes and re-termination.
17.	Fixing of M.S or aluminium junction box covers on the wall after drilling and tapping of existing junction box holes.
18.	Replacement of PCB and driver in existing enclosures.
19.	Replacement of PCB and driver in existing flameproof enclosures.
20.	Replacement of PCB and driver in existing weatherproof enclosures.
21.	Installation /replacement of 2/3/4 way Junction Boxes.
22.	Replacement of defective MCB in the lighting sub-distribution board.
23.	Installation /replacement of 1 Ph. /3 Ph. metallic power plug including repair /fabrication of fixing arrangement.
24.	Rectification of fault and replacement of its components in terminal blocks of aviation system.
25.	Rectification of fault in lighting circuit.
26.	Rectification of fault and replacement of faulty components in lighting circuit.
27.	Temporary installation & removal of flood lights, It includes laying of circuit wiring, preparation of holders for lamps, fixing of lamps, and associated switchgear.
28.	Maintenance of various sizes incoming and outgoing field junction boxes.
29.	Digging of earth for locating /repairing of cable faults & back filling of the earth after clearing the fault.
30.	Fabrication of wooden former for rewinding of motors of all sizes
31.	To make former of taxolite sheet for rewinding of transformers/Relay coils, contactor coils.
32.	Fabrication of wooden boards for electrical installation.
33.	Fabrication of terminal plates for any rating of motors.
34.	To make motors slot wedges of bamboos as well as of Bakelite of different HP motors.
35.	Replacement of cable trays/racks including handling and re-clamping / dressing of cables.
36.	Replacement of surge arrestor rods including connection with Earthing.
37.	Fixing of Energy meters single/three phase including making necessary fixing arrangements and connection etc.the job includes proper carriage of energy meters from main store/site store/workshop to the site.

38.	Replacement of Energy meters single/three phase. It including disconnection, reconnections, recommissioning as required and proper carriage of energy meters to and from main store/site store/workshop (Old and removed energy meters are to be returned to NFL site store) .
39.	Removal of Energy meters single/three phase after disconnection and taping of naked wires.
40.	Installation, testing, commissioning including carriages of new ceiling fans/cabin fan at site. This includes installation of regulator and earthing of the same.
41.	Removal of ceiling fan/cabin fan including carriage of ceiling fans from site to workshop/ main stores as required & providing of identification tags on the fan.
42.	Re-fixing of ceiling fans/cabin fan including connection & satisfactory trial run including carriage of ceiling fans from site W/Shop/Main Stores to site as required.
43.	Replacement of ceiling fan regulator.
44.	Replacement of defective G.I.rod of different size for ceiling fans as required including threading and drilling of hole for split pins.
45.	Replacement of bushes for ceiling /exhaust fans/cabin fan.
46.	Replacement of shaft for ceiling /exhaust fans/cabin fan.
47.	Replacement of electronic regulator. The job also includes return of old & removed regulator to site Stores.
48.	Installation & commissioning of exhaust fan without louvers/shutters on existing wall openings including grouting of bolts/supports at any height.
49.	Removal of exhaust fan and carriage of fan to the store.
50.	Installation of louvers/shutters for exhaust fan.
51.	Installation & commissioning of air circulator fans including fixing of its regulator/starter at operating level and cable termination. It also includes carriage from main store/site store/workshop.
52.	Disconnection / Removal of air circulator fans. It includes carriage of fan to the site store/workshop.
53.	Overhauling of air circulator fans / exhaust fans including removal, greasing, replacement of bearings, cleaning, re-fixing in its position giving its satisfactory trial run.
54.	Rectification of faults of heater/ geyser including replacement of internal connection leads, supply leads and 15 Amp 3 pin plug top.
55.	Attending water leakage in geysers, tanks and waterline after removing its insulation glass wool. Re-assembling after repair, fixing it on position at site
56.	Replacement of heating rod for Rod type room heater.
57.	Replacement of heater element with ceramic bowl for bowl type heater.
58.	Replacement of dual wattage hot plate element.
59.	Replacement of 15 Amp rotary switches (complete assembly) for hot plates.
60.	Replacement of Brass pins with double brass nuts and porcelain male and female insulator for hot plate heaters.
61.	Rectification of faults in heaters and hot plates including replacement of internal connection leads, supply leads, 15 Amp 3 pin plug top, tumbler/piano type switch, brass pins with double brass nuts, porcelain male and female insulators
62.	Maintenance of Telephone DB's. Including clearance of 9 sq. mtr. Area of wild growth around the telephone DB's.
63.	Erection of overhead ACSR/earth conductor on the existing LT lines including replacement of defective insulators, D-shackles, bolts, aerial fuse etc. wherever required.
64.	Erection of overhead ACSR/earth conductor on the existing 11 KV H.T. poles.
65.	Removal of existing overhead copper conductor /ACSR / earth conductor from L.T/HT line poles.This includes removing, re-rolling, weighing and shifting for returning to Main Stores from site.
66.	Dismantling and removing of different sizes of earth wire on the existing poles including transportation from site to Main Stores.
67.	Fabrication, installation and binding of Aluminium/G.I. Guards on L.T/H.T overhead lines including replacement of damaged existing guards.
68.	Replacement/Repair of wooden / FRP cross arms with FRP cross arms after removing of existing overhead conductor.
69.	Erection of top hamper with its supporting clamps, fixing of existing top insulators & erection of existing overhead conductor on it.
70.	Fixing of F.R.P/wooden spacer on L.T. overhead lines.
71.	Stringing (Re-sagging) of conductors of LT/ HT overhead lines irrespective of its type or shield/ guard/ neutral/ earth wire.

72.	Complete maintenance of 11 KV gang operated switch, jumper insulators, lightening arrestor including all accessories, repair or rectification or replacement of any part of above. This includes cleaning of insulators and contacts thoroughly. Supply of spares, if required, is NFL's responsibility.
73.	Fixing of porcelain aerial fuses of 30 A on L.T overhead lines including connections with appropriate jumpers.
74.	Replacement of surge arrestors including disconnection and connection on 11 KV & L.T. overhead lines.
75.	Cleaning of smoke detectors, pill boxes and panels of fire alarm system
76.	Temporary laying of un-armoured/armoured cables of any size for connecting welding set etc.& its removal after completion of job
77.	Temporary supply connections and dismantling of 24Vollamp, handlamp & extension board
78.	Fabrication, Painting and fixing of MS supports, brackets, clamps, structure and sheds/canopies etc.
79.	Fabrication of G.I. Brackets, clamps and fixing in position at site.
80.	Fabrication of MS supports, brackets, clamps and structure etc. and fixing in position at site.
81.	GI sheet fabrication for inclined sheds/canopies on electrical equipment i.e. motors/junction boxes etc. Fabrication of M.S. angle /flat/Aluminium/GI sheet/ shall be paid separately.
82.	Installation of new Telephone Distribution Boxes. This includes fabrication of suitable MS frame, grouting of the same at site.
83.	5/10/20 pair telephone DBs.
84.	50/100 pair telephone DB's.
85.	Replacement of telephone Distribution Boxes including cable termination of incoming and outgoing telephone cables.
86.	5/10/20 pair telephone DBs.
87.	50/100 pair telephone DBs.
88.	Installation of G.I. Stay wire set size 7/1.54 mm complete with all accessories stay rod Anchor plate, thimbles, stay clamp turn buckle and porcelain insulator etc.
89.	Erection of shackle/LT Pin insulators on the existing cross arms including supply of G.I. Bolts, nuts, washers.
90.	Shackle insulators
91.	LT Pin insulators.
92.	Checking, cleaning & tightening of overhead line insulators, PG clamps/ binding wire and guard wires on the poles of LT/ HT overhead lines.
93.	Replacement of the jumpers of any size of LT/HT overhead lines, which includes preparing of jumpers of copper/ACSR conductor or cable including binding. (Supply of material is in NFL scope. However fabrication of jumper is in the scope of the contractor).

TECHNICAL TERMS AND CONDITIONS OF CONTRACT

1. The contractor, in general, shall provide Cable tags.
2. Clips, saddles shall be in general provided by the contractors and before mounting of saddles, these shall be painted in red oxide primer and a final finish with paint. Supply of paint and brush shall be in contractor scope.
3. Gutties/clips/ nuts in general shall be provided by the Contractor, if not mentioned specifically elsewhere.
4. After the completion of job, area shall be cleared of debris and waste material.
5. Whenever cable is to be buried, if not specified, the depth of burial of cable shall be 750mm for LT cable and 900 mm for 3.3 KV and above.
6. Pieces of brick shall not be used and instead full size brick shall be used.
7. Cable markers shall invariably be provided at a span of every 50 MR.
8. Cable tags shall be provided for the cables at a span of 50 MR.
9. Any galvanized wire or strip, for which supply is in the scope of contractor, shall be of superior quality and shall conform to the relevant, IS.
10. Cement required for any work, may be small, shall be given on chargeable basis.
11. NFL shall supply free electric power required for the execution of job/ work.
12. Material required for minor plastering or concreting work for the completion of job, shall be supplied by the contractor.
13. The contractor should supply all hardware required for installation and erection work.
14. The contractor shall do transportation of material from stores or any other area in the plant. Crane shall be provided by NFL free of cost, if required.
15. Dismantled/removed material at site shall be transported to store or any other area in the plant by the contractor.
16. The contractor shall do the painting (one coat of red oxide and two coats of final paint) wherever fabrication of structural work and its erection is carried out. The contractor shall supply paint and brush
17. Whenever any material is to be returned to stores, contractor shall make arrangement for the measurement at stores.
18. The cable will be issued to the contractor in healthy condition (after taking IR value) from main store on issue note and it is responsibility of the contractor to hand over in healthy condition after completion of job. Cables shall be returned to store in rolled condition over the cable drum.
19. Whenever undertaking a job, care shall be taken as not to harm the nearby equipment. The contractor shall make any loss-taking place due to negligence of contractor, good.
20. In case of interpretation of any job is not clear or is ambiguous, the decision of engineer-in-charge shall be final and binding.
21. Wherever specifications are not clear, clarification for the same can be taken from the authority concerned before quoting the rate. Reasoning of any ignorance shall not absolve the contractor of his commitment to the execution of job.
22. The contractor himself shall arrange construction, erection, installation aids required if any. NFL shall not be responsible for any delay due to non-availability of such aids.
23. Arrangement of general tools, required for the execution of any job shall be the responsibility of contractor. However, testing equipments, special tools including all types of ladders shall be supplied by NFL. For carpenter job all types of tools required have to be supplied by the contractor.
24. NFL shall supply consumables for jointing, insulating and cleaning.
25. The contractor himself should arrange Safety Gadgets required for the labour engaged by him.
26. No work shall be carried out without a safety work permit and without the knowledge of Area I/c.
27. NFL shall not provide site office for the contractor. However, NFL shall provide suitable place for the erection of temporary site office. The same shall be dismantled after completion of the contract. However, electricity will be supplied by NFL free of cost.
28. Every care shall be taken to dismantle the required item with care. Any intentional damage or damage due to careless working to the equipment, shall be recovered from the contractor.
29. In case of doubt, contractor shall consult the engineer-in- charge or Area In charge for clarification before the start of work.
30. Where GI structural material needs welding and is to be buried in the ground, the same shall be coated with bitumen and covered with hessian cloth. Bitumen paint is to be supplied by the contractor free of cost.

31. Before taking over the material/equipment from stores or site stores, it will be the responsibility of contractor to check for the healthiness of equipment. Once material has been issued to contractor, its upkeep till the taking over shall be the responsibility of the contractor.
32. Every care shall be taken to provide all the removed screws/ nuts/ bolts/ hardware etc. in the enclosure or any other equipment. Suitable machine screws and washers should be used for fixing sunmica sheets on MS/CI Junction Boxes. The contractor shall make any loss or shortage of hardware good.
33. Contractor shall make good the loss, taking place due to negligent working.
34. Wherever supply of material is in the scope of contractor the same shall be got approved from Engineer-in-charge before its installation.
35. Supply and/or erection shall always be as per the relevant IS or the engineering standard practices.
36. If any item is appearing at two or more places or in various sub heads of the contract, the payment to the contractor shall be made on the basis of lowest quoted rates in the contract / under various sub-heads.
37. M.S. Boxes shall of min. 2.0 mm thick sheet and duly painted with one coat of primer (red-oxide) and the primer is to be supplied by the contractor.
38. PVC insulated PVC sheathed or PVC insulated cables of Aluminium or copper conductor for wiring and PVC covered copper wire of single core, green colour, of size 1.5sqmm/18SWG for earth wire shall be used. The make shall be of Nicco, Polycab, Friends, Plaza, Gemscab, Insucon, Ankur Technocrats, Suyog, Havells.
39. 6A / 16A switch /sockets shall be ANCHOR/ SSK//Girish/Havells/Leader make only.
40. PVC casing capping shall be having double locking arrangement and be provided with suitable clips for clamping.
41. PVC conduit shall be 2.0 mm thick of Polycab or equivalent reputed make and ISI marked.
42. In case the manpower is taken may be put in any shift i.e. A/B/C shift in addition to general shift depends upon the requirement of job as the factory is operating round the clock. No extra money shall be paid to the contractor over and above and he has quoted it in the main schedule of labour rates for 8 hours working.
43. All materials including tools and tackles and other materials viz. ladders etc. if required are to be shifted by the contractor for jobs to be attended by the contractor for which no extra payment will be made.
44. The cables and other equipment may be charged where the jobs are to be carried out. Therefore, it is the responsibility of the contractor that no work is to be carried out without the safety work permit wherever required and the same is to be arranged by the respective area in charge. The job is to be started after getting clearance from respective area in charges.
45. The contractor shall give details of manpower to be deployed for carrying satisfactory and successful completion of each work at any time.
46. Cable tags/markers should not be removed/ damaged and if happened so, it is to be provided by the contractor free of cost.
47. Utmost care is to be taken while digging of earth for laying of cable, if any cable gets damaged, contractor shall supply and execute joint free of cost.

SCHEDULED OF QUANTITIES (SOQ) & PROFORMA FOR QUOTING RATES

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Tender Inviting Authority:

Name of Work: Annual Rate Contract for Electrical Maintenance Jobs

Contract No: NFN/2025-26/Elect./ARC/01/2024

Name of the Bidder/ Bidding Firm /
Company :

PRICE SCHEDULE SECTION A

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1.00	LAYING OF 11/3.3 KV PVC/ XLPE/PILCAA CABLE OF ALUMINIUM/COPPER CONDUCTOR OF SIZE 3 X 70 SQ. MM. TO 3 X 400 SQ. MM., IN TRAYS, STRUCTURES, PIPES, POLES, TRENCHES ETC OF ANY SIZE AS PER SCOPE OF WORK	1000	MR			
2.00	LAYING OF 1100V GRADE PVC/ XLPE/PILCA CABLE ALUMINIUM/COPPER CONDUCTOR IN TRAYS, STRUCTURES, PIPES, POLES, TRENCHES ETC OF FOLLOWING SIZES AS PER SCOPE OF WORK					
2.01	Cable up to & including 3/4x25mm ² , Control cables & Telephone Cables of all sizes with clamping etc.	3500	MR			
2.02	Same as 2.00 but above 3/4x25mm ² to & including 3/3.5x70mm ² with clamping etc.	200	MR			
2.03	Same as 2.00 but above 3/3.5x70mm ² to & including 3/3.5x185mm ² with clamping etc.	80	MR			
2.04	Same as 2.00 but above 3/3.5x185mm ² to and including 3/3.5x400mm ² with clamping.	200	MR			
3.00	LAYING OF 11/3.3 KV PVC/PILCAA/XLPE ARMOURED POWER CABLE OF ANY SIZE UNDER THE GROUND INCLUDING SUPPLY OF BRICKS AND SAND AS PER SCOPE OF WORK	5000	MR			
4.00	LAYING OF 1.1 KV PVC/PAPER INSULATED / ARMOURED POWER CABLE UNDER THE GROUND INCLUDING SUPPLY OF BRICKS AND SAND IF REQUIRED OF FOLLOWING SIZES AS PER SCOPE OF WORK:-					
4.01	Cable up to & including 3/4 x 50 mm ² , Telephone cable/ control cable of any size	1000	MR			

4.02	-do- but successive cables.	100	MR			
4.03	Above 3/4 x 50mm2 to & including 3/3.5x185mm2	100	MR			
4.04	-- do- but successive cables	100	MR			
4.05	Above 3/3.5x185mm2 to & including 3/3.5x400mm2.	100	MR			
4.06	-- do- but successive cable.	100	MR			
5.00	REMOVING, ROLLING & SHFTING TO MAIN/SITE STORE AS PER REQUIREMENT, OF 1.1KV/ 3.3KV/ 11KV PVC/ PILCA/ XLPE UNDERGROUND CABLE OF SIZE AS PER SCOPE OF WORK:					
5.01	Up to & including 3/4x 70mm2, Control Cable/ Telephone cable of any size	100	MR			
5.02	-- do- but successive cables.	100	MR			
5.03	All sizes Above 3/3.5x 70mm2	100	MR			
5.04	--do- but successive cables.	100	MR			
6.00	REMOVING OF 1.1KV/ 3.3KV/ 11KV PVC/ XLPE/ PILCA CABLE FROM TRENCHES, TRAYS, PIPES OR STRUCTURES OF SIZE AS PER SCOPE OF WORK:					
6.01	Up to & including 3/4x70mm2, Control Cable/ Telephone cable of any size	100	MR			
6.02	All sizes Above 3/3.5x70mm2	80	MR			
7.00	SUPPLY, FIXING, REPLACEMENT OF VARNISHED TEAK WOOD BATTEN / ISI MARKED PVC CASING CAPING INCLUDING SUPPLY OF LINK CLIPS, PLASTIC SLEEVES, SCREWS/ NAILS, U & T SHAPE BENDS ETC OF FOLLOWING SIZES:-					
7.01	12mm x 12mm	420	MTR			
7.02	19 x12mm	4400	MTR			
7.03	25mm x12mm	3300	MTR			
7.04	38mm x12mm	40	MTR			
7.05	50mm x 12mm	10	MTR			
8.00	SUPPLY & LAYING OF 25MM CONDUIT IN BRICK MASONARY/RCC WALL OR OVER THE WALL/RCC COLUMN ETC- PVC conduit. 2.0 mm thickness.	200	MTR			
9.00	Supply, installation, testing and commissioning of Earth Pit station with 100 mm dia, 3 mtr long G.I pipe and connected civil masonary work with two nos.RCC slabs of size 1000x500mm	10	Nos			
10.00	Supply and fixing/Replacement of MS board 2mm thick/ varnished teak wood board free from crack and knots on flush mounting or double hinged on surface mounting if required, of following sizes without sunmica sheet.					
10.01	175x100x50mm(7"x4"x2')	700	Nos			
10.02	250x200x50mm(10"x8"x2")	360	Nos			
10.03	100 x 100 x 50 mm(4"x4"x2")	500	Nos			

11.00	Supply and fixing of white glazed sunmica sheet 3mm thick suitable for boxes of following sizes .The job also includes cutting of sheet and fixing of switches, sockets, MCB as required at site.					
11.01	175x100x50mm(7"x4"x2")	740	Nos			
11.02	250x200x50mm (10"x8"x2")	400	Nos			
11.03	100x100x50 (4"x4"x2")	300	Nos			
11.04	Sheets of various sizes as per the requirement at site.	32	SQ.FT.			
12.00	Supply fixing, mounting of piano / tumbler type switch/socket /top/ batten holder / ceiling roses / push button for call bells , Anchor / SSK/Girish/Havells/leader make as required as detailed below :-					
12.01	5 Amp piano / tumbler type switch.	3400	Nos			
12.02	5 Amp piano/ tumbler type Call bell push button.	100	Nos			
12.03	5 Pin 5 amp flush/surface mounted Socket/ telephone socket & top.	1000	Nos			
12.04	15 Amp piano/ tumbler type Switch	980	Nos			
12.05	5 pin 15 Amp/ 5-15A combined flush/surface mounted Socket.	760	Nos			
12.06	Angle holder / batten holder / Pendant holder etc.	600	Nos			
12.07	Ceiling Rose 5 Amps 2 plate.	600	Nos			
12.08	Supply and fixing of superior quality varnished teak wood round block free from crack & knots 75mm dia.	200	Nos			
13.00	Supply / laying / rewiring and termination of PVC insulated /sheathed copper conductor wire, ISI mark of following sizes on the existing teak wood batten/PVC casing caping/conduit including supply of wiring clips, M.S. screws, nails, U & T bends etc.					
13.01	Single core PVC insulated/ sheathed copper conductor wire of size 1.5 sq mm.	17500	MTR			
13.02	Single core PVC insulated/ sheathed copper conductor wire of size 4.0/6.0 sq mm.	8800	MTR			
13.03	Two core PVC insulated/ sheathed copper conductor wire of size 2.5 sq mm.	2000	MTR			
14.00	Supply / laying / rewiring and termination of single core PVC insulated copper conductor/earth wire ISI mark, having size 1.5 Sq. mm /18SWG on the existing teak wood batten/PVC casing caping /conduit including supply of wiring clips, M.S. screws, nails, U & T bends etc	8000	MTR			
15.00	Erection of poles / street light tubular or RCC poles /lighting mast and mugging the same with cement concrete including supply of required quantity of sand, concrete and cement.					
15.01	Up to height of 4 Mtr.	10	Nos			
15.02	Above 4 Mtr. & up to height of 8 Mtr.	70	Nos			
15.03	Above 8 Mtr..	10	Nos			

16.00	Dismantling /removing of poles / street light tubular or RCC poles /lighting mast including back filling of earth and levelling of ground etc. and transportation of removed poles and its associated material to the NFL stores.					
16.01	Up to height of 4 Mtr.	10	Nos			
16.02	Above 4 Mtr. & up to height of 8 Mtr.	70	Nos			
16.03	Above 8 Mtr..	10	Nos			
17.00	Removal of circuit/No light fault in the lighting circuit	4000	Nos			
18.00	Overhauling of ceiling fans/exhaust fans/cabin fan including greasing & replacement of bearings & its satisfactory trial run. Consumable like diesel, mobile oil and split pins are to be supplied by the contractor.	700	NO.			
19.00	Checking and rectification of ceiling fan/cabin fan faults, replacement of split pin, in regulator, wiring, including tightening of connection, switch and rubber reels wherever required. Supply of split pins will be in the contractor scope.	700	Nos			
20.00	Painting of ceiling /exhaust fans/cabin fan including supply of paints of superior quality.	70	Nos			
21.00	Supply, replacement of heater element/ thermostat of geysers/ as given below:-					
21.01	Supply and replacement of element upto 2.0 K.W	35	Nos			
21.02	Supply and replacement of thermostat of temperature range of 30° C to 85° C.	35	Nos			
22.00	Painting of steel tubular poles including brackets with base of red oxide primer and two coats of aluminium paints. Paint to be supplied by the contractor.	30	Nos			
23.00	Writing of numbers and letters with red /black paint for numbers and alphabets of size 25mm to 50mm on poles, ceiling fans, panels as required on appropriate size of base in white paint. Paint to be supplied by the contractor.	10000	Nos			
Total in Figures						
Quoted Rate in Words						

PRICE SCHEDULE SECTION B

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No	Item Description	Quantity	Units	Service Charges of contractor Rs./Per Man days/ OT hrs	Minimum Wages As notified by Centre/ State Govt. from time to time Which-ever is higher	ESI @3.25 % (or as applicable)	PF @12% (or as applicable)	EDLI @0.5 % (or as applicable)	Admn. Charges (PF) @0.50 % (or as applicable)	Bonus @8.33 % (or as applicable)	Punjab Labour Welfare Fund (@ Rs. 20/- per month)(G)	Annual leave with wages @5% (H)	Rate per manday including all statutory levies charges Rs P	TOTAL AMOUNT Rate per manday including all statutory levies charges Rs P	TOTAL AMOUNT Service Charges Rs. P	TOTAL AMOUNT (Rate per manday including all statutory levies charges +Service charges) Rs. P	TOTAL AMOUNT In Words
24.00	Supply of Unskilled Casual Labours for assistance during ATA/short shutdown/unforeseen breakdowns.	800	Man days		541.00	17.58	64.92	2.71	2.71	45.07	0.77	27.05	701.81	561448.00			
25.00	Supply of semi skilled Casual Labours for assistance during ATA/short shutdown/unforeseen breakdowns.	120	Man days		632.00	20.54	75.84	3.16	3.16	52.65	0.77	31.60	819.72	98366.00			
26.00	Supply of unskilled Casual Labours for assistance in maintenance jobs of intermittent nature as per Annexure A	24672	Man days		541.00	17.58	64.92	2.71	2.71	45.07	0.77	27.05	701.81	17315056.00			
27.00	Supply of semiskilled casual Labours for assistance in maintenance jobs of intermittent nature as per Annexure B	14968	Man days		632.00	20.54	75.84	3.16	3.16	52.65	0.77	31.60	819.72	12269569.00			
28.00	Providing assistance as overtime																
28.01	Supply of Unskilled Casual Labours for assistance during ATA/short shutdown/unforeseen breakdowns.	2400	OT Hrs		135.25	4.40	0.00	0	0	0	0	0	139.65	335160.00			
28.02	Supply of semiskilled Casual Labours for assistance during ATA/short shutdown/unforeseen breakdowns.	300	OT Hrs		158.00	5.14	0.00	0	0	0	0	0	163.14	48942.00			
28.03	Supply of unskilled manpower for maintenance jobs of intermittent nature as per Annexure A	7575	OT Hrs		135.25	4.40	0.00	0	0	0	0	0	139.65	1057849.00			
28.04	Supply of semiskilled manpower for maintenance jobs of intermittent nature as per Annexure B	3954	OT Hrs		158.00	5.14	0.00	0	0	0	0	0	163.14	645056.00			
Total in Figures																	
Quoted rates in words																	

SPECIAL TERMS AND CONDITIONS OF CONTRACT (STCC)

1. The Benefits of the Public Procurement Policy for MSE's Order, 2012 on MSMED Act 2006 shall not be applicable on Works Contracts means wherein transfer of property in Goods involved in execution of such contracts i.e. wherein both material and services are involved. Since this contract is a works contract parties have to submit EMD.

2. **Contract Period** The validity of this contract shall be 24 months, but it can be extended for a further period of three months at same rate, terms and conditions of the contract at sole discretion of NFL, which shall be binding on you.

3. **ESCALATION (Applicable for Section-A only)**

The rates quoted by the contractor will be firm during the contract 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 Section-A of SOQ x 0.65x(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 tender. The applicable minimum wage rates at the time of opening of technical bid shall be considered from the effective date mentioned in the notification and shall form the basis for calculation of escalation.

ESCALATION (Applicable for Section-B only):

Contractor has to pay minimum wages to the deployed manpower as fixed by the concerned Government i.e. Central / State whichever is higher from time to time. In case of any increase / decrease in minimum wages as notified by the Government and other statutory compliances of EPF, ESI and Bonus etc. thereof, the payment to the contractor will be made accordingly. However, no other escalation on any ground shall be allowed. The contractor shall have to maintain the Wage Register etc. as per Minimum Wages Act, payment of wages Act and Rules framed there under. The Wage Register and other documents shall be open for inspection to the officers of NFL whenever so required, but the said provision shall not absolve the contractor of his liabilities.

4. Evaluation of the tender shall be based on overall L1 basis. Order shall normally be placed on the lowest technically acceptable contractor. However, the aspect of reasonability of rates shall be looked into considering the nature of work to be executed, even if one party is L-1. Offer of a party shall be rejected on receiving non-workable rates i.e. abnormally low or high rates quoted by the party for a particular item.
5. For smooth operation of the contract, the Contractor will maintain his office at a specified site inside the factory or in township where an authorized supervisor of the contractor shall be available to co-ordinate day to day jobs.
6. The supervisor must have minimum qualification of Diploma in Electrical with minimum three years' experience OR ITI in electrical with seven years of experience OR having valid Electrical Supervisor's license issued by the Chief Electrical Inspector.
7. To attend Electrical complaints in residential /official/public buildings, the contractor shall ensure the availability of his team at all times (24X7). Residential unfurnished accommodation for the contractor's supervisor will be provided by NFL on normal license fee basis as per rules of NFL OR the supervisor must stay within the periphery of 2 kms from NFL so that the person is always available as and when required on 24X7 basis.
8. All electrical complaints whether received telephonically/ verbally/written will have to be properly recorded in a register kept for the purpose at maintenance office on all weekdays including Sunday, or holidays. One member of the contractor staff will always be available to receive such complaints.

9. The semiskilled electricians must have minimum qualification of ITI in electrical with three years of experience OR workman/Linesman license issued by Chief Electrical Inspector of the State for the specific job OR class 8th pass with minimum 10 years of work experience in industry in Electrical discipline.
10. The minimum qualification of unskilled labour is class 5th OR able to read HINDI/ENGLISH/PUNJABI language.
11. The contractor will have to submit the details to NFL regarding experience and qualifications of the persons being deputed for the job by him for approval by Engineer-in-charge. NFL may constitute a screening committee for taking interviews of these persons (supervisor/ semiskilled labour/unskilled labour) before deputing them to site.
12. The contractor shall employ sufficient No. of staff for executing the contract consisting of supervisor, skilled/semiskilled/unskilled technicians. The jobs shall be carried out only when the contractor's supervisor is present at site. If the supervisor is absent contractor himself shall supervise the job. And if neither supervisor nor contractor is available then Rs700.00 shall be levied for absence of supervisor on each day.
13. Contractor shall provide safety shoes, safety belts, helmets etc. (all PPEs as required for the execution of job) & appropriate tools & tackles to their staff. If tools and tackles issued by the contractor are not found in line with safety standards as per EIC satisfaction, during random checking by NFL, the contractor shall be liable to replace defective tools within a week. Also, if the contractor fails to provide the same within a week, NFL shall provide the same and the double cost plus over heads @ 25% shall be recovered from the contractor.
14. In case the contractor fails to take up a job awarded to him, the job shall be completed through any other agency at his risk and cost +25% departmental charges.
15. The quotations offered should be valid for 4 months from the date of opening of tenders.
16. In case the contractor happens to be a proprietor the same should be disclosed. In case of partnership a copy of partnership deed and in case of private limited companies the Memorandum of Association /Certificate of incorporation should be submitted.
17. Procedure for regulating issue of work order-
 - Job order/work order for the jobs to be executed shall be prepared by individual section in-charge in triplicate.
 - First two copies of the order shall be issued to the contractor and third copy shall be retained in concerned Plant.
 - Issue of work order/job order shall be entered in the logbook.
 - After completion of the job contractor shall submit both the copies along with measurement. NFL's Engineer will verify the measurement and return one copy to the contractor.
 - Contractor shall submit monthly- consolidated section-wise measurement sheet for verification in the concerned plant. The verification is to be done by section in-charge. Consolidated monthly measurement sheet duly verified along with copies of job orders/work orders shall be sent to centralized Contract Cell/maintenance cell.
 - Contractor shall submit the bill in triplicate to the centralized contract Cell/ Maintenance Planning Cell (MPC) along with measurement sheet duly verified by section in-charge. The section in-charge of Contract Cell/MPC will forward the bill after verification to F&A department for payment through HOD.
18. All documents as required by Finance Deptt. And Personnel Deptt. shall be submitted by the contractor along with the bill. The bill, complete in all respects, for the previous month must be submitted by 7th of following month. Any delay on the part of submission of the bill shall be contractor's responsibility. The contractor shall maintain the records of attendance register of the workmen/ Stock register for all the supply items showing date of receipt of material, quantity received, consumption during the month and balance stock available. All the material received shall be certified and countersigned by the Engineer In charge. The contractor in his office shall keep/maintain all certificates as required by the statutory provisions of the contract.
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.

19. The quantities mentioned in the schedule of rates are tentative and indicative which may increase or decrease according to requirement of work to any extent or some of the items may not to be executed all together. You shall not be entitled for any claim whatsoever on account of any variation in the quantities and or omission/deletion of items from the schedule of rates.
20. **Defect Liability:** Defect liability period of works unless otherwise specified shall be **Six months** from the actual date of completion of work. The contractor shall at his own cost and initiative, correct repair and/or rectify any /and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, NFL reserves the right to get the same repaired at the risk & cost of the contractor PLUS 25 % (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. This Clause will supersede the Clause no. 1.24.0 of G.T.C.
21. The contract is composite one, which includes material cum labour supply.
22. In addition to Special terms & Conditions, GTC shall form part of NIT and all terms & conditions of GTC shall be applicable. However, in case of any difference in the Special terms & Conditions and GTC, the Special terms shall be applicable.
23. In case, performance of the contractor is not satisfactory, the amount of security deposit shall be forfeited. The EMD and security deposit shall not bear any interest.
24. The jobs carried under item rate of Schedule of all sections shall be executed by the contractor purely on the basis of the requirements arising from time to time during entire contract period. Contractor shall execute the work on the written request of Engineer In-charge on the basis of guidelines given below-

Nature of jobs	Maximum stipulated time
Point wiring and complaints including replacement of Switches, Sockets, bells etc.	Two working days after receipt of job order.
Complete wiring of A-1/B-1 quarters	Four working days after receipt of job order
Complete wiring of type-II and type-III quarters	Four working days after receipt of job order
Complete wiring of type-IV, V & VI quarters	Six working days after receipt of job order
Overhauling/cleaning of exhaust fans, Ceiling fans, including its removal & re-fixing of fans.	2 Nos. per day after receipt of job order.
Numbering/lettering on distribution boards, poles walls etc.	50 Poles/DB's per day after receipt of job order
Underground cable laying/removal of underground cable	100Mtr/week after receipt of job order.-(Remove)
Laying of cable on overhead racks wall, trenches.	200Mtr/week after receipt of job order.-(Remove)
Erection of poles including excavation and grouting and painting	4 Poles/week after receipt of job order
Supply of semiskilled/skilled/unskilled manpower	At 24 Hrs notice

The time schedule for all other jobs, which are not covered above shall be as specified by Engineer In Charge.

25. **Penalty :** If there is delay in completion of work beyond stipulated schedule mentioned at Sr. No.-23 above , NFL shall be entitled to levy Liquidated Damages i.e. penalty @ 1% + GST as applicable per Hrs./day/week (as mentioned above) of the value of each work or part there of subject to maximum of 10% of contract value + GST as applicable. NFL also reserves its right to cancel the contract due to delay on part of contractor. This Clause will supersede the Clause no. 1.32.0 of G.T.C.

26. If the contractor shall obtain a contract with NFL as a result of offering tenders through non-bonafide methods of competitive tendering. Without prejudice to any other remedy, NFL reserves its right to adopt any or several of the following courses:-
- (i) Award parallel contract and/or
 - (ii) Terminate the contract and/or
 - (iii) Forfeit earnest money & security deposit and/or
 - (iv) To get the execution of contract for the remaining period at the risk and cost of the contractor and/or.
 - (v) Delist/blacklist the contractor.
27. Security deposit: Clause no 1.23.0 of GTC shall be applicable. Security Deposit is for Annualized Contract/Work Order value. Additional SD will not be required if the performance in the first year of the contract found satisfactory, provided the party has fulfilled all his contractual statutory obligations. In the event, document pertaining to successful completion of his statutory obligations are not provided, SD will be deducted afresh from the second year value while retaining first year value.
- In case, the contractor do not deposit the ISD within 15 days, the same will be recovered from party's 1st month bill along with interest equivalent to SBI-PLR plus 2% for the complete month.
28. Contractor will have to pay the minimum wages fixed by the Central Government or State Govt. from time to time for the manpower deployed.
29. Contractor will have to deploy the unskilled/semiskilled/skilled worker as per the requirement and in case of failure to deploy the required manpower as per requirement, NFL reserves the right to get the above stated manpower from any other source/ agency at the risk and costs of the contractor.
30. Contractor will have to make the payment to the manpower engaged/ deployed by him in a particular month before or on the 7th day of the subsequent month to which payments to them relates. In case of delay administrative charges @ 500/- (Rs. Five hundred only) per day beyond 7th day as specified above shall be recoverable from any dues or payment due to the Contractor.
31. Contractor will be required to maintain a wage register in the prescribed Proforma. Payment to the labour shall be made through EFT only. A duplicate copy of the payment of wages sheet duly signed by the staff engaged by him for execution of the job and certified by the representative of the Electrical department shall be submitted with every bill by contractor failing which bill will not be processed for issue of COC required for release of payment.
32. Contractor will maintain all records and registers as per the statutory requirement and will comply with the provisions of labour laws.
33. The contractor will ensure leave with wages, bonus and compliance of all statutory provisions as applicable to the staff engaged by him.
34. Contractor shall be responsible for any damage to NFL property by his workman.
35. Necessary Gate Pass from CISF shall be got issued by contractor before start of the job and the same shall be deposited after completion of the job and CISF Gate clearance certificate (as attached) is to be provided. In case of failure to deposit the gate pass amount shall be deducted from final bill of the contractor as per Rules.
36. The contractor shall not engage any employees below 18 and above 60 years of age.
37. In case of non-submission of EMD, the bids shall be considered with loading on following line:
- a) EMD value not submitted to be loaded on the quoted rates.

DECLARARTION FORM-I

Ref. No:

Dated:

To,

DGM (E&I)
National Fertilizers Ltd.
Nangal Unit

Subject: Tender No. _____ Name of the contract _____

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

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

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

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

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

Thanking you

Yours faithfully

(Signature of Contractor/Tenderer with stamp)
Address: _____

DECLARATION FORM-II

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

Sr. No.	DESCRIPTION			
1	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of NFL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. NFL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	YES / NO(If Yes, give the following details)		
		Name & Design. of the Employee	Place of Posting	Relation with the Employee
2	P.F. Registration No. of the firm / company to be indicated 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	GST Registration No. of the firm / company issued by GST authorities along with Documentary Proof thereof.			
5	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.			
6	MSME Registration If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.	Yes / No (If Yes, a Self-certified copy of registration certificate to be submitted) Mention the category i.e. Micro/Small/Medium		
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8	Name of the Firm			
9	Address of the Firm			
10	Contactor's Details: a) Name of the Person: b) Mobile number / Landline Number c) Email	a) b) c)		
11	Power of Attorney for submission of tender document, as applicable Submitted	Yes / No		
12	EMD Amount, DD Number and Date			

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

Place: _____

Dated: _____

Signature of the Contractor/ Tenderer with stamp

DECLARATION FORM-III

To,

DGM (E&I)
National Fertilizers Ltd.
Naya Nangal

Subject: Tender No. _____ Name of contract _____

Dear Sir,

1	<u>Undertaking</u> a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional. b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us. c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled. d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.
2	<u>Acceptance of Tender Conditions</u> I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the same.
3	<u>For downloading the Tender Document from NFL's Website</u> With reference to your NIT No. _____ dated _____ and the tender documents displayed on your web site, we hereby submit our tender for the subject work.
4	<u>Labour License(If applicable)</u> The contractor shall obtain Labour License, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971 and submit a copy of the same to NFL, Naya Nangal before start of execution of contract work. Accordingly we hereby give undertaking that: "As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of _____ from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to NFL, Naya Nangal before start of execution of contract work".
5	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name.
6	I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of NFL
7	I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of NFL.

All the information filled herein and attached hereto are true to the best of my knowledge and belief.

Thanking you

Yours faithfully

Signature of the Contractor/ Tenderer with stamp

Place: _____
Dated: _____

REGISTRATION OF GST NUMBER

Requirement of GST Number:

The bidders are required to obtain the valid GST No., if applicable, as per laid down provisions under GST Act and submit a copy thereof as documentary evidence. Further in case the registration is not applicable under GST Act the same may be confirmed and following undertaking may be given by bidder

UNDERTAKING

Whether Registration certificate obtained: Yes/No (tick whichever is applicable)

- a) In case Yes, copy of valid certificate enclosed.
- b) In case No, It is confirmed that registration under GST Act is not applicable.
- c) In case registration under GST Act becomes applicable during the currency of contract, same shall be obtained and copy of valid GST No. shall be submitted to the NFL.

(Signature & stamp of bidder)

PROFORMA FOR NOT BLACK LISTED, DEBARRED, DE-LISTED OR PUT ON HOLIDAY
ANNEXURE- VI

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

AFFIDAVIT

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

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

DEPONENT

Dated: _____

VERIFICATION

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

DEPONENT

Place _____

Date: _____

ELIGIBILITY CRITERIA

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

Techno-Commercial Criteria

Sr. No.	Eligibility Criteria	Supporting Documents Required
1	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. b) Affidavit as per Annexure-VI on Non-judicial paper in original for Not Black listed, Debarred, De-listed or put on holiday of firm c) Power of Attorney / Authorization	• In case of sole proprietorship, the bidder shall submit affidavit on Non- Judicial stamp paper of Rs.50/- in original, notarized, regarding status / style of the business entity as per Annexure-XI • Partnership firm shall submit a copy of Partnership Deed attested by notary or certified by Magistrate. • Company shall submit a notarized or certified by Magistrate a copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association. • Registered Society & Registered Trust shall submit Notarized or certified by Magistrate copy of the Certificate of Registration and Deed of Formation/MOA. Note: The copy should be Notarized by a Notary Public or certified by Magistrate on or after date of issue of NIT • Affidavit in original • The bidder shall submit Notarized or certified by Magistrate copy of Power of Attorney on Non-Judicial stamp paper of value Rs.50 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. Note: The copy should be Notarized by a Notary Public or certified by Magistrate on or after date of issue of NIT
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	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

	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 “<u>SIMILAR WORK</u>” Similar works means “Maintenance of electrical equipments in Fertilizers Plant/ Chemical Plant / Petro Chemical Plant/ Power Plant / Continuous process plant.	The bidder shall submit copies of successfully completed Contracts/Work Orders and Completion Certificate (mentioning the contract period, executed value & date of completion) along with name, address & contact number of the issuing authority (end user) for at least one of the following: a) Three similar completed works/contracts each having annual executed value not less than 40% amount of the estimated cost of work ₹ 234.09 lakhs i.e. ₹ 93.64 lakhs (inclusive of GST). OR b) Two similar completed works/contracts each having annual executed value not less than 50% amount of the estimated cost of work ₹ 234.09 lakhs i.e. ₹ 117.04 lakhs (inclusive of GST). OR c) One similar completed work/contract having annual executed value not less than 80% amount of the estimated cost of work ₹ 234.09 lakhs i.e. ₹ 187.27 lakhs (inclusive of GST). 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 concerned organization (end user) regarding the completion 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	The bidder shall be required to submit the Valid “A” Class Electrical License	Valid “A” Class Electrical License from Chief Electrical Inspector- issued by any State Government or Union Territory administration as per regulation 31 of Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023.
5	Average Annual financial turnover of the bidder during the last 3 years ending 31st March of the previous financial year should be at least 30% of the estimated cost for one year ₹ 234.09 lakhs i.e. ₹ 70.23 lakhs.	Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c for the last three financial years ending on 31st March of the previous financial year. (i.e. FY 2023-24, 2022-23 & 2021-22) 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 indicating year wise turnover certified by Statutory Auditor / practicing Chartered Accountant with UDIN as documentary evidence in support thereof.

Signature of the Tenderer /
Contractor with stamp

NOTE:

1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.
2. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be reworked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
3. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s). on the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
4. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
5. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
6. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
7. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
8. In case company A is merged with company B, then company B would get the credentials of company A also."

Signature of the Tenderer /
Contractor with stamp

EVALUATION CRITERIA

1. The contract shall be awarded on overall L-1 basis. However, in case, it is found that L-1 tenderer has quoted non-workable rates for one / more items due to which they become L-1, NFL reserves the right to reject such tender. This condition shall be applicable on next lowest tender (s) also.
2. If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
3. Tenderer are required to quote their rates of the respective item of work as per the "UNIT" of Item mentioned in the Schedule of Quantities. If it is found that the contractor has quoted his rates against a particular item(s) by changing the "UNIT", the such quoted rates of the contractor with the changed "UNIT" shall be ignored and treated as UNQUOTED RATE against that particular Item(s) and the tender shall be evaluated as Para 2 above.
4. The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website, In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening. 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 should be considered and no fresh revised price bid should be sought from bidders against the same tender.
5. If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.
6. The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed:-
 - a) When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
 - b) When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

NATIONAL FERTILIZERS LIMITED**DEFINITIONS OF TERMS**

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

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

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

"The Bidder" (including the terms "tenderer", "consultant" or "service provider") in certain context means any eligible person, firm or company participating in the tendering process.

"Notice Inviting Tenders(NIT)" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the owner, which informs the potential bidders that it intends to procure goods, services and/ or works.

2. The "ENGINEER-IN-CHARGE" shall mean the person designated as such by NFL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.
5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.
6. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Proforma or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by NFL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company. Contractor includes "Service Provider or Consultant" also.
8. The "CONTRACT" shall mean the Agreement between NFL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.

13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.
14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.
15. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
16. "ZERO DATE" shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier.
17. "GTC/GTCC" means General Terms & Conditions of Contract. "STC" shall mean Special Terms and Conditions of the contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTC. In case of any discrepancy or inconsistency between technical terms and conditions, special terms and conditions and general terms and conditions, the following order of preference shall be followed:
 - a) Scope of Work /Technical Terms and Conditions
 - b) Special Terms and Conditions
 - c) General Terms and Conditions (GTC/GTCC)

GENERAL TERMS & CONDITIONS (GTC/GTCC)

- 1.1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in- charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.
- 1.2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job. All lifting tools & tackles are to be got tested under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.
- 1.3.0 Suitable accommodation will be provided for the contractor or his authorized representative on chargeable basis, if available, NFL may allot land for putting temporary Godown/ workshop for making storage, work site by the contractor, free of cost.
- 1.4.0 The contractor shall have to make his own arrangements for all Tools &Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.
- 1.5.0 Sub-Contracting of the job will not be allowed without prior written permission of the owner (NFL). If sub-contracting is allowed by owner in full or part, the contractor shall be solely responsible for paying each Sub-Contractor and any other person to whom any amount is due from Contractor for services, materials or supplies otherwise related to the Work. Contractor shall take all reasonable steps and actions to ensure that such services have been or will be properly performed.
owner shall not be deemed by virtue of the Contract to have any contractual obligation to or relationship with any Sub Contractor. The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- 1.6.0 **Payment of Taxes and Duties:**
- (1) The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but excluding GST. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.
 - (2) The rates quoted for materials should be on F.O.R. basis and are inclusive of all taxes. No GST will be paid as extra.
 - (3) Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to NFL's account. Any subsequent change in the rate of GST shall be to NFL's account during contractual period only.
 - (4) The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. except GST.
 - a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NFL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.
 - b) NFL shall pay GST as per provisions of GST Act. GST, as applicable for the work under the contract shall be reimbursed by NFL after GST Invoice is uploaded and submitted on GST portal through GSTR-1.
 - c) Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which NFL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.
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- d) In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to NFL, then NFL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, NFL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on NFL.
 - e) Any increase in GST rates during the delayed completion period shall be to contractor's account. However any decrease in GST rate during the delayed period shall be passed on to the NFL.
 - (5) Liability of NFL shall be restricted to the amount of GST only, and any interest/ penalty etc. shall be to the contractor's account.
 - (6) Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.
 - (7) As per GST, the liability towards payment of GST lies with the service provider, so NFL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (NFL) shall comply with the same as the service receiver.
- 1.7.0 The rates quoted by the tenderer will be firm for the currency of the contract period including extension if any and will not be subjected to escalation irrespective of any increase what so ever.
Note: Where the contract is labour oriented, the escalation clause, if required, may be mentioned in the tender document.
- 1.8.0 The Tenderer should make a deposit of Rs.100000.00 as Earnest Money by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Nangal Unit" payable at Nangal / Naya Nangal or through payment link provided on our website (www.nationalfertilizers.com) and details to be indicated in Annexure-IV which is to be submitted in Envelope-I. The Earnest Money shall not be accepted in any other form except specified. Earnest Money should accompany the Tender in separate Envelope without which tender will not be opened and it will be considered as rejected.
- The EMD shall be forfeited and appropriated by NFL in regard to the NIT without prejudice to any other right or remedy to NFL under the following conditions:
- a) If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder.
 - b) If the bid is varied or modified in a manner not acceptable to the NFL during the validity or agreed extension validity period duly agreed by the bidder.
 - c) In the case of a successful Bidder, if the bidder fails to commence the work awarded to him or sign the Contract agreement in accordance terms of Contract.
 - d) In the case of a successful Bidder If the successful bidder fails to furnish Security Deposit /Performance Guarantee in accordance terms of Contract.
 - e) If bidder is delisted/debarred or blacklisted by NFL.
- The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.
- (1) **Bid Validity:** The bid should be kept valid for acceptance for a period of 120 (one hundred twenty) days from the date of opening of tender/Technical Bid. A bid valid for shorter period may be rejected by the owner as being non-responsive.
- Under the exceptional circumstances, prior to expiry of the original Bid validity period, the owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by E-mail.
- In the event of owner seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended.
- A Bidder agreeing to the request of owner seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly.
- 1.9.0 The following tenders will be liable to be rejected:
- a) Tenders submitted by Tenderer who resort to canvassing.
 - b) Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
 - c) Tender, which contain uncalled for remarks or any alternative additional conditions.

- (1) The company 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.
- 1.10.0 If the tenderer has relations whether by blood or otherwise with any of the employees of the NFL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which NFL shall reserve the right to reject the tender or rescind the Contract. It shall also be certified by the tenderer that none of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).
- 1.11.0 The contractor may employ such employees/ labours as he may think fit and the employees so employed should be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of NFL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, NFL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payments on that account, NFL shall be reimbursed by the contractor for the same as also any other expenses costs and charges incurred by NFL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the contractor, NFL shall be entitled to claim, demand or compensation from the contractor in that event. NFL shall also be entitled to recover the aforesaid amount from the Contractor that may become due and payable to Contractor.
- 1.12.0 Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, Submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.
- 1.13.0 The Contractor shall be liable to the company for any omission or Commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to the company.
- 1.14.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
- 1.15.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.
- 1.16.0 **Quantum of Job:** Estimated value of work has been worked out on technical assessment / on the basis of job executed in past. NFL will not give any guarantee for minimum billing, minimum quantum of work during the period / currency of the contract.
- 1.17.0 If the Contractor is unable to execute the work any loss incurred by the company in this respect, will be, to the Contractor's account. The company may also terminate the contract after giving a notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% to the Contractor.
- 1.18.0 **Validity of the Contract:-**
The Contract shall remain valid for a period as specified in STC/NIT reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice to 7 days be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.
- 1.19.0 **Force Majeure:-**
The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act

whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15 (Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

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

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

1.20.0 Loss to plant during execution:

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

1.21.0 NFL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.

1.22.0 If the rate for the additional altered or substituted work are specified in the contract for the work. The Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specifications in the rate contract for that work.

i) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The contractor will be required to obtain prior approval of NFL for rates payable to him for such extra items.

ii) 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.

1.23.0 Security:

The contractor shall deposit SD towards faithful performance of the contract.

The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / Works order value. Initial Security Deposit (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 Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD.

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

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

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

The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue

of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details:-

- i. IFN 760 COV for issuance of bank guarantee
- ii. IFN 767 COV for amendment of bank guarantee
- iii. Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.
- iv. Issuing bank shall mention NFL beneficiary code asNFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

1.24.0 Period of Liability:

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

1.25.0 Procedure for Measurement/Billing of work in progress:

a) Measurement and Billing:

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

b) Running Account Payment:

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

c) Completion Certificate/Final Bill:

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

d) Final Certificate:

Within fifteen days of the contractor's application made after the expiry of the period of defect liability provided for in clause 1.24.0 here of and satisfaction of all liabilities of the contractor in respect thereof the Engineer-in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities notwithstanding issue of the completion certificate or payment of the final bill by NFL.

1.26.0 TERMS OF PAYMENT:

- a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by NFL, complete in all respects. Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of 10 % security deposit/deducted shall be released after completion

of defect liability period on demand within 30 days. Payment to MSME Parties shall be made within a period applicable as per MSME Act or payment terms as per NIT/NO, whichever is earlier.

- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches),Place of branch, Branch Code(IFSCCODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.
- c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.
- d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.
- e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.
- f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.
- g) In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:
 - i) Payment of final bill will be made to the contractor after submission of certificate from CISF Gate that all the gate passes issued to the labourers of the contractor have been returned alternatively no objection certificate may be provided from CISF.
 - ii) The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.
 - iii) Return of empty packing material, scrap and unconsumed material issued by NFL.
 - iv) The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.
 - v) The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against any such claim/demand made in future.

1.27.0 Preservation of free issue material:

All materials issued to the contractor by the owner shall be preserved against deterioration and storage while under contractor's custody, Any damage/losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to 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 Engineer-in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

1.28.0 Scrap Allowance:

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

S No	PARTICULARS	SALVAGEABLE
A	STRUCTURE	2.5 %
B	PIPE	3.0 %

1.29.0 Issue of material from NFL:

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

1.30.0 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.

- a) Invoice price of gas.
- b) Rent for each Cylinder per day.
- c) Department charges.
- d) Cost of collection and return of empty Cylinder.

1.31.0 Material Transportation:

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

1.32.0 Liquidated Damages (LD):

The time and date of completion of work as stipulated in the contract shall be deemed to be essence of the contract. In the event of work is not completed according to the time schedule, the contractor shall have to pay Liquidated Damages to the NFL at the rates of 1% of the total value of work for delay of every week or part thereof, subject to a ceiling of 10 % of the total value of the work plus applicable GST thereon. These Liquidated Damages shall be recovered from the RA/Final Bill of the contractor of this work, or from any other dues of the contractor against any other contract, or from any other dues of contractor lying with NFL.

1.33.0 Engineer-In-Charge:

The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work.

The Engineer-in-charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.

1.34.0 Jurisdiction:

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

1.35.0 Conciliation & Arbitration:

(i) For Indian parties

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

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority ie.. C&MD, NFL.

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

Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration exceed Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days

thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

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

The Seat and venue of Arbitration shall be at 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.

(ii) Arbitration for Foreign vendors / parties:

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

The Seat and venue of Arbitration shall be at New Delhi, India.

The language of the Arbitration shall be English.

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

(iii) Arbitration for CPSES and Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (other than those related to taxation), such disputes or differences shall be taken by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22-05-2018.

1.36.0 Contractor to remove unsuitable employees:

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

1.37.0 Safety Regulation:

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

For any default / accident / loss due to negligence of Contractor/ workers, the liability of Contractor shall be "Absolute liability".

1.38.0 Contractor to execute Agreement:

The contractor's responsibility under this contract will commence from date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and NFL, the letter of acceptance and work order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs. 100/- with NFL within 15 days (Fifteen days) of receipt by him of the Letter of Intent. The agreement to be executed will be in Agreement Form specified by NFL. The cost of the Stamp Papers will be borne by the contractor. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties.

1.39.0 Bidder to acquaint himself fully

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

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

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

1.40.0 Payment for preparation of bid document

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

1.41.0 Termination of Contract:

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

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

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.

- I. Abandons the work
- II. Persistently disregards the instructions of the Company in contravention of any provision of the contract.
- III. Persistently fails to adhere to the agreed program of work.
- IV. Sublets the work in whole or in part thereof without Company's consent in writing.
- V. Performance is not satisfactory or work is abnormally delayed.
- VI. 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.
- VII. Conceals any material information or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

(1) Consequences of Termination

If the contract is terminated by NFL for the reasons detailed under clause no. 1.41.1 of General Terms and Conditions due to default of the contractor:

- I) NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract plus 25% towards administrative cost, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.
- II) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- III) The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
- IV) All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.
- V) Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of NFL in all units / offices as per NFL's rules & regulations.

(2) Foreclosure:

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

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

1.42.0 **Rights of owner**

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

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

1.43.0 **Time Extension**

If the Contractor requires any extension of time for completing the work under the contract, contractor must apply to the owner within seven days from the date of the occurrence of the event on account of which he desires such extensions and the owner may, if he thinks such request reasonable, grant such extension of time as he may think necessary.

The extension of completion date shall also be subject to the right of NFL to claim a reduction in prices on account of reduction in statutory duties / taxes etc. which may take place during the extended period of completion.

However, increase in prices during extended completion period on account of increase in statutory duties/taxes etc. admissible under this work order/contract may be considered only if extension is due to delay on the part of NFL .

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

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

Insurance policy are renewed from time to time at his cost during the extended period of contract till the completion of the project.

1.44.0 **Continued Performance**

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

1.45.0 **Intellectual Property Right**

The Contractor shall fully indemnify NFL and all agents, servants and employees of the Company against any action, claim or proceeding relating to infringement or the use of any patent, trademark or design in respect of any article or part thereof included in the Contract. In the event of any claims being made or action being brought against the Company or any agent, or servant, or employee of the Company in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at his cost.

1.46.0 **Contractor's Obligations** (w.r.t. personnel deployed and labor related compliance):

a) The contractor shall be governed by and shall comply with the provisions of various applicable labour laws like

(1) Contract Labour (Regulation & Abolition) Act 1970,

- (2) Payment of Wages Act 1936,
 - (3) Employers Liability Act 1938,
 - (4) Employment of Children Act 1938,
 - (5) Industrial Disputes Act, 1947,
 - (6) Factories Act, 1948,
 - (7) Minimum Wages Act 1948,
 - (8) Employees' Compensation Act 1923,
 - (9) Employees' State Insurance Act 1948, / the workmen's compensation Act 1923
 - (10) Employee Provident Fund & Misc. Provisions Act 1952,
 - (11) Maternity Benefit Act 1961,
 - (12) Payment of Bonus Act 1965,
 - (13) Payment of Gratuity Act 1971,
 - (14) Equal Remuneration Act 1976,
 - (15) The Punjab Labour Welfare Fund Act, 1965,
 - (16) Child Labour (Prohibition & Regulation.) Act, 1986,
 - (17) Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (BOCW) along with BOCW Welfare Cess Act 1996.
 - (18) The contractor shall be required to possess a valid license for engaging labour from state labour department.
 - (19) or any modifications thereof or any other law/ Code (s) relating thereto and rules made thereunder by the State / Central Govt. from time to time (The above acts are only illustrative and not exhaustive.)
- b) The contractor shall comply with all applicable Central, State statutes/labour laws/codes/schemes including all other applicable statutory rules and regulations in force relating to the contract and keep NFL indemnified in respect thereof. The contractor shall, to the extent, he is liable, comply with & give all intimation/ notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay, indemnify NFL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded. In case of any violations, omissions, commissions, the consequence/s, if any, including the cost thereto shall be exclusively borne by the contractor and NFL shall have no liability whatsoever on this account.
 - c) In case the contractor selected for award of contract does not have a PF code, He shall be required to obtain the same. The contractor shall timely apply and obtain requisite labour licenses & other requisite registrations/ licenses/ clearances from the concerned Authorities and submit a certified stamped copy of the same. Contractor shall ensure its uninterrupted continuity throughout the period of contract/ applicability.
 - d) The Contractor shall depute only physically and medically fit 'adult' persons against the contract i.e. persons below the age of 18 years shall not be allowed to be engaged for execution of work. The contractor may employ such persons as He may think fit and the persons so employed shall be employees of contractor for all purposes and shall not be deemed to be in the employment of NFL for any purpose whatsoever.
 - e) The Contractor shall pay wages directly to the persons employed by him under the Contract, within the stipulated period i.e. by 7th of the following month, by direct credit in his/her bank account through NEFT/RTGS or by way of cheque. The wage rates should not be less than the stipulated minimum wage rates notified by Appropriate Government from time to time with respect to the work performed/ rendered, without any discrimination on grounds of caste/ creed/ religion/ gender. Contractor shall also enrol/cover all eligible/ entitled personnel under EPF, EPS, EDLI, ESI, Labour Welfare Fund, & all the other applicable statutory Acts/ Codes/ schemes and ensure deduction & deposition of the requisite contributions – employee's as well as employer's - for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 21st of the following month in case of depositions under ESI Act).
 - f) The Contractor is also required to discharge all other statutory obligations including timely submission of reports, returns to concerned Authorities and maintain updated registers and records in prescribed proforma under all the various applicable statutes/ Labour Laws/Code(s) including the rules made thereunder enacted and/or amended by the Appropriate Government from time to time.

- g) The contractor shall on monthly basis submit a certified stamped copy of wage sheet besides documentary evidence in support of wage payment, deduction & deposition of EPF, ESI, Labour Welfare. The contractor shall also submit a certified stamped copy w.r.t. any other payment made/ benefit extended by him towards fulfilment of his statutory obligations under applicable statutes and/or his contractual obligations towards NFL. Submission of these and other requisite documents/ records and proper maintenance and production of the same as when requisitioned by Authorities/ NFL has to be ensured for smooth clearance/ settlement of bills/payments.
- h) Contractor shall follow prescribed safety regulations & procedures and shall adhere with safe work practices.
- 1.47.0 Specifications and Drawings:**
- (1) Adherence to Specifications and Drawings: The whole of the works shall be executed in conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for any loss to NFL.
- (2) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.
- (3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the NFL to the Contractor are deemed to be the property of NFL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the NFL on completion of the work or termination of the Contract.
- 1.48.0 Signing of "No Claim" Certificate:**
- The Contractor shall not be entitled to make any claim whatsoever against NFL under or by virtue of or arising out of this contract, nor shall NFL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the NFL in such form as shall be required by NFL after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.
- 1.49.0** No contract or understanding in any way modifying the conditions of contract shall be binding upon either parties hereto unless made in writing and approved by both parties.
- 1.50.0 Indemnification:**
- The contractor shall have to furnish Indemnity Bond (as per format enclosed as Annexure-XVIII) for value of Rs.....towards the material being sent for repair (This Clause shall be applicable for repair of materials).
- 1.51.0** The contract shall be governed by and construed in accordance with the Laws of India.
- 1.52.0 Integrity Pact:**
- In case of contract valuing Rs 1 crore and above, the Bidder(s) /Contractor(s) is required to enter into an "Integrity Pact" with the Principal i.e. NFL. The integrity Pact has to be signed by the Proprietor / Owner/ Partner/ Director or by their duly Authorised Signatory. In case of failure to return the Integrity Pact along with the offer/ bid, duly signed by the authority as mentioned above, will disqualify the offer/ bid.
- 1.53.0 Submission of Monthly Bills :**
- The contractor shall submit the running monthly bills within 1st week of the following month to the executing department for verification and recommendations. After the completion of the entire job including clearance of the site to the entire satisfaction of the Engineer-in-charge, final bill shall be submitted for verifications by Engineer-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.
- 1.54.0 Provident Fund:**
- The provision of EPF & MP Act, 1952 and Rules scheme there under shall be applicable to the contractor and the employees engaged by contractor for the WORK. The contractor shall furnish the PF code allotment

Letter issued by the RPFC Authority, before commencing the WORK. The Contract Labour employed by the Contractor 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% or as applicable 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 EDLI & administrative charges etc.

The Contractor must submit a statement in duplicate to Executing Deptt & HR Department 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 along-with equal subscription by the contractor by 10th of the subsequent month along-with the proportionate administration/ inspection charges as per PF rules and shall submit Proof of the same in the prescribed formats.

Provident Fund Number:

- i) Contractor should have his own PF Account Number and shall be responsible to deposit the PF contribution in respect of workmen engaged by him.
- ii) 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.
- iii) Contractor shall submit Annual Return in respect of all the workmen engaged by them with concerned RPF authorities with copy to Executing Deptt & HR Department.
- iv) After submission of the return, the contractor shall arrange PF slips in respect of the Contribution, if issued by the RPF Authorities and will distribute to the concerned workers after intimation to the Executing Department and to Executing Deptt & HR Department.
- v) 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.
- vi) 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 Executing Deptt & HR Department for issuance of Certificate of Compliance (COC).

1.55.0 Employee State Insurance (ESI)

The contractor shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the contract and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.

The contractor shall at all times indemnify the owner against any claim which may be made under the ESI Act 1948 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.

In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being enforce, NFL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work, NFL will recover the amount of the compensation so paid from the Contractor's bill.

- a) The contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees' share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the Act. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and NFL will not bear any liability whatsoever on this account. Further, he will also indemnify NFL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- b) The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the contractor shall submit to NFL a copy of wages sheet as a proof of wages paid to the staff, challan regarding depositing of ESI amount etc. for perusal of officer in

charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. Contractor will also submit half yearly return of ESI.

- c) 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 at the rates applicable from time to time. Presently the rates effective from 01-07-2019 is 4% of the monthly wage bill, (Employers Contribution @ 3.25% & Employees Contribution @ 0.75 %), under intimation to executing deptt & HR Deptt.
- d) The contractor having ESI code other than Punjab/Himachal Pradesh should obtain ESI sub code of Punjab for the purpose of compliance in respect of deposit of ESI contributions of workers engaged by the contractor for execution of their contract work in NFL, Nangal.
- e) It shall be responsibility of the Contractor to ensure Registration within 10 days and issue of ESI cards to the workmen engaged by him, for availing medical facilities by the beneficiaries.
- f) It shall be responsibility of the Contractor to submit ESI Return to the statutory authorities under intimation to executing Deptt & HR Deptt.
- g) 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.

1.56.0 Payment of Minimum Wages:

The Contractor shall be required to pay minimum rates of wages to his contract workers as fixed and revised by the Appropriate Authority i.e. Central Government/State Government as applicable from time to time under the Minimum Wages Act, 1948. The wages of the workers are to be paid by the contractor in accordance with the rates of wages as notified by Central Govt./State Govt. whichever is higher from time to time.

The Contractor shall pay wages, within the stipulated period, to the persons employed by him under the Contract, wages at rates not less than the stipulated minimum wages in accordance with the notification issued by Appropriate Government from time to time with respect to the work performed/ rendered, without any distinction of caste/ creed/ religion/ gender and also ensure to deduct and deposit the applicable contributions - employee as well as employer w.r.t EPF, ESI, and other applicable contributions with the concerned Authorities/ department within the due date. Clearance / settlement of RA bills/ payments of the contractor will be subject to submission of documentary evidence w.r.t. the statutory compliances to the satisfaction of the NFL.

1.57.0 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 of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.

The contractor shall pay all the wages only by cheque or by crediting the wages in his/her bank account through NEFT/RTGS.

- 1.58.0 If at any time, it is noticed or it comes to the knowledge that the payment to the labour employed by the contractor is not made in accordance with the Minimum Wages Act, NFL shall reserve the right to take remedial action to regulate the payment.

In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then in terms of Section 21 (4) of CLRA Act, NFL shall make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor. Besides, 10% of the amount so paid by NFL shall be deducted / recovered towards departmental charges from the bills/amount payable to Contractors.

- 1.59.0 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 Contractor and his workers. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force 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.

- 1.60.0 The contractor shall comply with all Central, State laws and rules relating to the contract. The contractor shall, to the extent he is liable, comply with & give all notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay and

indemnify NFL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded.

1.61.0 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 online. 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. The proof of deposit of Labour welfare fund to executing Deptt & HR Deptt

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

1.63.0 Labour License

The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under as amended from time to time. The contractor shall obtain Labour License, if applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971 and submit a copy of the same to NFL, Nangal before start of execution of contract work. The bidder should submit an undertaking under Annexure-IV.

- 1.64.0 It is understood by the contractor that in the event of any losses /damages caused to the owner (NFL) due to the reasons whatsoever within his control and the same losses/damages are approved, the contractor has to make good all the consequential damages/losses to the owner without any protest and demur. The damages/losses shall be apart from other claim damages to which the owner is entitled under the contractor or in the course of Law.

- 1.65.0 Contract shall also indemnify NFL for any loss, damage suffered by NFL due to any default or action or inaction or commission or omission or failure on the part of contractor / his workers or any person of the contractor's company

- 1.66.0 The contract shall ensure that all formalities .permission licenses required be completing / complying under existing laws of India and amendments thereof time to time for and in connection with contract including engagement / employment of labourers.

1.67.0 MSMED Act:

- i. The Procurement Policy for Micro and Small Enterprises, 2012 has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy are available on the MSME website. This policy is also applicable to procurement of Services.
- ii. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises
The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 shall not be applicable on Works Contracts.

PROFORMA FOR PROPRIETORSHIP

(An Affidavit in original on the stamp paper of Rs. 50 duly attested by notary)

I, _____ S/o Sh. _____ resident of _____ do hereby solemnly affirm and declare as under:

That on _____ (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s _____ is a sole proprietorship firm.

That I am the sole proprietor of the firm named as _____ situated at _____ (full address of firm with pin code).

That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and NFL shall be fully competent to take the necessary action as deemed fit.

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: _____

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. "Beneficial owner" for the purpose of above (4) will be as under:
 - i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership

of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
7. Submission of certificate in bids:
Bidder shall submit a certificate in this regard as **Form-I**. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive PracticesII of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:
The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 hereinabove. A Certificate to this regard is to be submitted by bidder is placed at **Form-II**

Form-I
UNDERTAKING ON LETTERHEAD

To,
M/s NATIONAL FERTILIZERS LIMITED
NANGAL UNIT

SUB: TENDER NO:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (Name of Bidder) is:

- i. Not from such a country []
- ii. If from such a country, has been registered [] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)
(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s_____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name: _____
Designation: _____
Seal: _____

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s NATIONAL FERTILIZERS LIMITED

NANGAL UNIT

SUB: TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (Name of Bidder) is:

- (i) Not from such a country []
(ii) If from such a country, has been registered [] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)
(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s _____ (Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s _____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name: _____
Designation: _____
Seal:

INTEGRITY PACT

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

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

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

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

(IEMs)

(1). Shri Ramchander Bagdalkar
006, HMR Purple Elites, 9th Main, 9th Cross, HBR Layout
4th Block, Kalyan Nagar Post, Bangalore-560043.
E-mail: rnbagdalkar@gmail.com;

(2). Cmde Rakesh Anand IN (Retd.)
16, Currie House, Mazagaon Dock Officers Qtrs
Dockyard Road, Mumbai-400010
E-mail: ansem_2000@yahoo.com



**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) here in after referred to as "The Principal"

AND

hereinafter 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 an Independent External Monitor (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.
2. The Principal will exclude from the process all known prejudiced persons.
3. 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)/Subcontractors(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

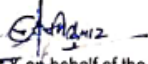
This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded. If any claim is made/dodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of NFL.

Section 10: Other Provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions. A person signing IP shall not approach to the courts while representing the matters to IEMs and he/she will await their decision in the matter.

COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES

"The bidder(s)/contractor(s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes included 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".

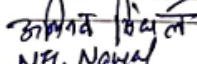

(For & on behalf of the Principal)
नवीन कुमार / Navin Kumar
उप महा प्रबन्धक (प्र. एवं उ. प्र.) / DGM (E&I)
(Office Seal)
Place _____
Date _____

(For & on behalf of Bidder/Contractor)

(Office Seal)
Place _____
Date _____

Witness 1 :
(Name & Address) 
_____ NFL Mangal

Witness 1 :
(Name & Address) _____

Witness 2 :
(Name & Address) 

NFL Mangal

Witness 2 :
(Name & Address) _____

PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT

(On Stamp Paper issued in the Name of the Bank)

Guarantee No..... Dated.....

In consideration of the National Fertilizers Limited, a Company incorporated under the Indian Companies Act and having its registered office at SCOPE Complex, Core-III, Institutional Area, Lodhi Road, New Delhi 110 003 (hereinafter called "NFL") having agreed to advance a sum of Rs.....

(Rupees..... only) to M/s.....(Hereinafter called "CONTRACTOR")

as.....% advance against WORK ORDER No..... Dated..... for Rs.....

(Rupees..... only). We,(Bank), having its registered office at

.....(Hereinafter referred to as the "BANK") do hereby undertake to pay immediately on

demand by NFL an amount not exceeding Rs.....(Rupees..... only) [i.e. Rs..... as

Principal Amount and Rs..... as Interest for Months]. NFL can demand, against this Bank

Guarantee, only an amount equivalent to an amount not adjusted by NFL

against the supplies by the contractor as per the WORK ORDER.

1. Bank do hereby undertake to pay the amounts due and payable under this guarantee without any protest or demur immediately on a demand by NFL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable and the Bank will make the payment immediately without referring to CONTRACTOR.
2. The Bank further agrees that the guarantee herein contained shall remain or shall be released to the CONTRACTOR when the deliveries are completed or advance made towards works are fully adjusted bill of deliveries with earlier certification by NFL.
3. We(Bank) further agree with the NFL that NFL shall have the fullest liberty without the Bank's consent and without effecting in any manner or obligations hereunder to vary any of the terms and conditions of the Work Order or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NFL against the Contractor and to forebear or enforce any of the terms and conditions relating to the Work Order No..... dated..... and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the Contractor or for any forbearance, act or omission on the part of NFL or any indulgence by the NFL to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving Bank.
4. We(Bank) further agree that it shall not revoke this guarantee during its currency of Guarantee except with the previous consent of NFL in writing.
5. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL.
6. We (Bank) agree to extend the validity of the guarantee for the period(s) as asked for by M/s
7. Notwithstanding anything contained herein before, our total liability under this guarantee is restricted to Rs..... (Rupees.....only) and shall remain in force until..... unless a demand or claim to enforce a claim under this guarantee is made against us in writing on or before the date i.e..... all rights of NFL, under this guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities hereunder.

Dated: Bank.....

(Corporate Seal of Bank)

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core -III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110003, India (Hereinafter referred to as "Owner") which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

The decision of the Owner as to whether the terms and conditions of this Security Deposit- cum-Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. _____.

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of _____ months after the issuance of the abovementioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum- Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum- Performance Bank Guarantee will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due

course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL (owner).
8. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ day of _____ 202__

(Indicate the name of the Bank with stamp)

BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD

In consideration of National Fertilizers Limited (NFL), having its registered office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003(hereinafter called "NFL" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt _____ (hereinafter called the, the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no. _____ for _____ hereinafter called "the said tenderer" of such bid security deposit for the due fulfillment by the said tenderer(s) of the terms and conditions contained in the said tender for on production of bank guarantee for Rs. _____ (Rupees _____ only).

1. We _____ Bank hereinafter referred to as 'The Bank' do hereby undertake to pay to 'NFL' an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us).
2. We _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We _____ Bank further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of „NFL“ under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of NFL certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ to include 3 months claim over and above the period mentioned in the paragraph for the validity of the Bank Guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.
4. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL.
5. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated _____ day of _____ 202__

Corporate Seal for Bank

PERFORMANCE BANK GUARANTEE FORMAT

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

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

WHEREAS in pursuance to the agreement No. _____ dated _____ (hereinafter called CONTRACT) entered into between National Fertilizers Limited (hereinafter called OWNER and _____ a company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract. Contractor has to submit a Performance Bank Guarantee for Rs. _____ (Rupees _____ only).

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

Now this Deed witness as follows:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ (Rupees _____ only) at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Performance Bank Guarantee is limited to Rs. _____ (Rupees _____ only).
2. This Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning/ Erection/Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Performance Bank Guarantee shall become null and void.
3. This Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Performance Bank Guarantee will remain in force initially upto _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL (Owner)
7. The Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
8. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated_____ day of _____ 202_

(Indicate the name of the Bank with stamp)

INSTRUCTIONS / GUIDELINES TO BIDDER FOR E-TENDERING**1) Enrolment process in the Tender site**

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

2) Tender search

1. There are various search options built in the Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Favorites' folder. This would enable the Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3) Preparation of bids

1. Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
2. File and Folder name should not contain any special characters (&, #, etc) or space in between.
3. Download the tender document, NIT, BOQ of the required tender in that folder.
4. Scan the EMD fee instruments for offline payments if any.
5. In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
6. Scan and keep ready Pre-qualification documents like life certificates, PAN etc if any
7. Prepare the technical bid document and then convert into PDF
8. Prepare the BOQ i.e. fill up required figures in the downloaded XLS document. The BOQ file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.
9. Keep all the documents in the same folder for the easy bid document upload
10. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications with the TIA, the bid no can be used as a reference.

4) Submission of bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be Posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
 4. If a standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
 5. The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
 7. Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 8. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 5) **Password maintenance**
1. The length of the password should be of 8 to 32 characters
 2. The password should be of any English lowercase and uppercase (a-z and AZ)characters.
 3. The password must contain at least one number between 0-9.
 4. The password must contain at least one special character from these [! @ # \$ ^ * _ ~]
 5. Sample password is just like Admin123\$, India2000#, etc.
- 6) **About DSC**
1. Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
 2. Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
 3. Bidders have to procure Class 3 signing certificates only. Only Class 3 is valid for e-tendering purpose.
 4. The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
 5. Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
 6. Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC.
 7. Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.
- 7) **DSC providers for Private firms**
- A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.
- i. The vendors like TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode(dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) are issuing DSC's for bidders.
 - ii. The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

8) Advantage of “My Space” on Portal

1. The bidder can upload Non Sensitive frequently asked documents prior at any point of time once he logs in to the application. These are not encrypted.
2. The can be anything like PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
3. In some cases the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
4. This will avoid repeated upload of common documents and also save space and time.

9) System requirements

1. Windows XP with latest service pack / Windows 7/ Windows 10
2. Loaded IE 7.0 or above
3. Loaded JRE 1.6 or above
4. Antivirus Software with latest definition.
5. Internet connectivity
6. Scanner to scan the documents if required
7. Printer and PDF Creator.

10) Assistance to Bidders

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

National Fertilizers Limited (For Tender details)

Navneet Kumar, DGM (E&I) Contact No-8708655756
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M/s. NICSI(For e-Tender process / Procedure related matters)

Technical Support Contact (For Vendors),Name: Helpdesk, Landline No:0120-4200462,4001002,4001005, Email ID: support-eproc@gov.in ; cphp-nic@nic.in

- ii. Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.
- iii. All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering.
- iv. NFL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
- v. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
- vi. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
- vii. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

CONTRACT AGREEMENT

THIS CONTRACT made on this _____ day of _____ 202_ at _____ Place) BETWEEN NATIONAL FERTILIZERS LIMITED (NFL), a Public Sector Undertaking(PSU) under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and its Unit/ Office at _____(hereinafter referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the one Part.

AND

M/s _____(carrying on business in sole-proprietor/partnership/ company etc.,) having its office/ registered office at _____(hereinafter referred to as "Contractor", which expression shall be deemed to include his/its representatives/successors and permitted assigns) through its authorized representative of the other Part.

WHEREAS the Owner is desirous of executing certain works as mentioned and described in the Work Order/ Letter of Intent No. _____ dated _____ for total Contract value of Rs. _____(Rs. _____ Only) and whereas the Contractor has agreed to execute the work as specified in the Tender Documents and Work Order/ Letter of Intent referred to above and also in the contract documents.

NOW THEREFORE THIS CONTRACT WITNESSTH AS FOLLOWS:

ARTICLE – I**1.0 CONTRACT DOCUMENTS**

1.1 The following documents shall constitute the contract documents namely: -

- a) This Contract
- b) Tender Document/NIT
- c) Work Order No. _____ dated _____
- d) Letter of Intent / Notification of Award No. _____ dated _____
- e) Contractor Quotation/bid dated _____.
- f) Owner's Tender Document/ NIT No. _____ dated _____
- g) Amendment/ Addendum/ Corrigendum dated _____(If any) to Tender Document/NIT.
- h) Owner's Letter/email dated _____ (If any).
- i) Contractor's Letter/email dated _____ (If any).

1.2 A copy each of the above documents (a) to (h) are annexed hereto and the said copies have been collectively marked Annexure-I.

ARTICLE –2**2.0 SCOPE OF WORK**

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

ARTICLE-3**3.0 TERM**

3.1 The Contract work shall be duly executed and completed in all aspect and handed over to National Fertilizers Ltd. within a period of _____months/year w.e.f. _____to_____. The time mentioned herein shall be essence of the contract.

ARTICLE-4**4.0 TERMINATION OF CONTRACT**

- 4.1 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of NFL under the Contract or otherwise including right of NFL for compensation for delay the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Consultant 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 Consultant becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.
- Abandons the work
 - Or
 - Persistently disregards the instructions of the Owner in contravention of any provision of the Contract
 - Or
 - Persistently fails to adhere to the agreed program of work
 - Or
 - Sublets the work in whole or in part thereof without Owner consent in writing
 - Or
 - Performance is not satisfactory or work is abnormally delayed
 - Or
 - Defaults in the performance of any material undertaking under this Contract and fails to correct such default to the reasonable satisfaction of the Owner within fifteen days after written notice of such default is provided to the Contractor
 - Or
 - Conceals or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.
- 4.2 Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner. Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.
- 4.3 CONSEQUENCES OF TERMINATION
- If the contract is terminated by NFL for the reasons detailed under clause no. 4.1 of above or for any other reason whatsoever:
- i. NFL reserves the right to get the work completed at the risk and cost of the 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.
 - ii. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
 - iii. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
 - iv. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.
 - v. Apart from above NFL reserves the right to delist/ black
 - vi. list the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of NFL in all units / offices as per NFL's rules & regulations.

ARTICLE-5

5.1 FORCE MAJEURE CLAUSE (FMC)

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority

or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15 (Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

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

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

ARTICLE-6

6.1 INDEMNITY BY 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

8.0 NOTICE

8.1 Subject to any provisions in the contract documents to the contrary, any notice, order of communication sought to be served by the 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/Engineer-In-Charge as defined in the General Terms and Conditions of the contract.

8.2 Without prejudice to another mode of service provided for in the contract documents or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner on the Contractor with reference to the contract shall be deemed to have been sufficiently served upon the Contractor if delivered by Hand or through Registered Post/Speed Post or email to the Contractor at his specified address at _____.

ARTICLE-9

9.0 WAIVER

9.1 No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of contract or any obligation or liability of the 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

10.0 NON-ASSIGNABILITY

10.1 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

11.1 DISPUTE RESOLUTION

For Indian Parties

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

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority ie.. C&MD, NFL.

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

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

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

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

The seat and venue of arbitration shall be 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."

11.2 For Foreign Parties

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

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

The language of the arbitration shall be English.

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

11.3 For CPSEs and Government Department

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

ARTICLE-12

12.0 JURISDICTION

Notwithstanding any other Court or Courts having Jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of Competent Civil Jurisdiction in this behalf at Nangal (where this contract has been signed on behalf of the

Owner) and only the said Court(s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.
IN WITNESS WHEREOF the parties hereto have duly executed this Contract induplicate at the place, day and year first above written.

SIGNED & DELIVERED

For and on behalf of
National Fertilizers Ltd,
(Owner)
(With Rubber Stamp)

Date:
Place:
In the Presence of:

Witness

1.

Signature _____
Name of Signatory _____
Address _____
2.
Signature _____
Name of Signatory _____
Address _____

SIGNED & DELIVERED

For and on behalf of
contractor
(With Rubber Stamp)

Date:
Place:
In the Presence of:

Witness

1.

Signature _____
Name of Signatory _____
Address _____
2.
Signature _____
Name of Signatory _____
Address _____

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. _____ dated _____ for the Work of _____
_____.

We have received the sum of Rs. _____ (Rupees _____ only) in full and final settlement of all the payments due to us under the above mentioned contract agreement, between us and National Fertilizers Limited (NFL). We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against NFL, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Your's faithfully,

Signatures of
Contractor or officer authorized to sign the contract documents
On behalf of the contractor
(Company stamp)

Date:
Place:

CISF GATE PASS CLEARANCE

Certified that M/s. _____ have deposited gate passes issued against work order No. _____ dated _____ for _____ (Name of the work).
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 CISF Authority