

Ref.No. NFB/Prod/Urea/32/Up-keep/2015-16

Dated:21.02.2015

To, _____

Sub:

Dear Sirs,

Sealed tenders are invited for the work as detailed below:

1. Name of Work: “**Up-keep of plant & equipments in Urea Plant for the year -2015-16**”.
2. Earnest Money ` 50,000.00 (Fifty thousand only).
3. Tender Fee: ` 750.00 (Seven hundred fifty only)
4. Estimated Value of the work : ` 37,32,626.00(Rs thirty seven lac thirty two thousand six hundred twenty six only) + Service Tax.
5. Time of Completion: one year (01.08.2015- 31.07.2016)
6. Last date of issue of Tenders: 23.03.2015 up to 1230 hrs
7. Last date and time of Receipt of Tenders: 23.03.2015 up to 1500 hrs
8. The date and time of Opening of Tenders: 23.3.2015 at 1530 hrs
9. Place of receipt and Opening of Tenders: Office of the Dy.Gen.Manager (Prod.)
10. All requests for interpretation, clarification & queries in connection with Tender shall be addressed in writing to Issuing Authority at least 7 (SEVEN) days prior to the closing date of the tender.
11. The Tender shall be submitted duly super scribed (Name of the job: **Up-keep of plant areas & equipments in Urea Plant for the year -2015-16**)
12. The rate should be quoted in the Units given in the Schedule of Rates. The rates should be quoted in words and figures. The rates quoted shall remain valid for 120 days from date of opening of Price Bid.
13. National Fertilizers Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and also does not bind to accept the lowest tender. The tender can be split between two or more contractors without assigning any reason thereof as per the requirement on case to case basis.
14. Tender shall be submitted in THREE SEPARATE SEALED Envelops as under:
Envelope No.1:
Will be superscribed “EM” (Earnest Money) and shall contain earnest money deposit of ` 50,000/- and ` 750/- as Tender Fees in the form of a crossed demand draft (separate for both amount) issued by any scheduled bank except rural and cooperative bank in favour of National Fertilizers Limited, Bathinda payable at Bathinda. The earnest money shall not be accepted any form other than specified above. No cheque will be accepted. The bid without the prescribe EMD shall be rejected and shall not be opened.
Envelope No.2:
Will be superscribed “TC” (Terms and Conditions) and shall contain terms and conditions set for the tender by tenderer for his offer (in duplicate) and which are at variance from the terms and conditions of the tender documents issued by NFL and the documents as per Para 16. (DECLARATION FORM to be enclosed in this envelop)
Envelope 3:

Will be superscribed "PB" (Price Bid) and shall contain the rates and amount quoted in the prescribed schedule of rates. All the three sealed envelopes shall be submitted in a separate sealed envelope superscribed "Up-keep of plant & equipments in Urea Plant -2015-16".with T.O.D. as 23.3.2015.

15.0 OPENING OF TENDERS

Envelope No.1:

Marked "EM" containing Earnest Money will be opened first, on the schedule date of opening of tender in presence of those tenders who wish to be present at the time of Tender Opening.

Envelope No.2:

Marked "TC" will then be opened and discussion will be carried on with the respective tenderer for clarification, if any.

Envelope No.3:

Marked "PB" will be opened subsequently on the same day or at a later date, which will be intimated to tenderer.

16.1 The following **mandatory** documents are to be submitted with the quotation in the envelope No.2, failing which the tender will be liable for rejection.

- a) Declaration Forms. I (Annexure-II) & II(Annexure-III)
- b) An Affidavit on Non-Judicial Stamp paper of min. ` 10/-duly attested by Notary, stating:
 - i) That party/their associates/sister concerns etc. has not been black listed or put on holiday by any institutional agency/ Govt.Deptt./Public Sector Undertaking in the last two years for participating in the tender .
 - ii) No other firm/sister concerns/associates belonging to the same group is participating/submitting tender for the job.
- c) Other documents:-
 - i) A copy of PAN and latest Income Tax Return for AY 2014-15.
 - ii) Service Tax No. , Code No./ Accounting Code if applicable.
 - iii) ESI Registration No.
 - iv) PF Registration No.
 - v) Tenderer has any relationship with any employee of NFL,he will declare the names of his relative working in NFL with designation, department etc.
 - vi) An Undertaking for submitting Labour license after award of contract,but before start of work as per clause no,1.50.1(i).
 - vii) Bank Account No.RTGS/IFSC Code of Branch, Branch Code/Address along with Bank Name for e-payment.
- d) 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)
- e) A signed copy of all tender documents duly signed and stamped.(Xerox copies in support of above documents are to be attached)

16.2 Tenderer shall submit alongwith the tenders full particulars of their capacity, experience Giving the list of similar jobs carried out by them during the last seven years as per Eligibility criteria enclosed (Annex-VIII) with tender document. In the absence of these documents the tender will not be considered.

17 The contractor shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the performa enclosed for Schedule of Price. Schedule of price is enclosed as Annexure-IX .

- 18 This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
- 19 All pages shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
- 20 No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the party has mentioned any condition or deviation in Price Bid shall be out rightly rejected.
- 21 While submitting the offer, bidders may ensure that tender documents/offer has been signed by authorized signatory of the company. Subsequent withdrawal of offer /non-acceptance of orders placed based on offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 22 One person will be allowed to represent only one company during discussion/ negotiation with NFL. If some 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 negotiation.
- 23 Tender shall be addressed to DGM (Production).

Thanking you,

Yours Sincerely,
for National Fertilizers Limited

Dy.Gen.Mgr.(Prod.)

Encl: Annexure II TO X

DECLARATION-FORM-I

Ref.No.NFB/Prod/urea/32/upkeep/2015-16

Dated:

DGM (Production)
National Fertilizers Ltd.
Bathinda

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 “**Up-keep of plant areas & equipments in Urea Plant**” 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.

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

Thanking you,

Yours faithfully,

For M/s _____

(Signature of Contractor/Tenderer with SEAL)

Address: _____

DECLARATION FORM-II

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

Sr. No.	DESCRIPTION	YES/NO (If Yes, give the following details)		
1	If a Tenderer has relations whether by blood or otherwise with any of employees of NFL (Owner), the Tenderer must disclose the relation at the time of submission of Tender, failing which, NFL shall reserve the right to reject the Tender or rescind the Contract.	Name and Designation of the employee	Place of posting	Relation With the employee
2	P.F. Registration No of the Contractor to be intimated along with Documentary proof thereof.			P.F. Registration Number
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof & latest ITR...			PAN NO.
4	Service Tax Registration No. with Documentary Proof. Accounting Code No. S.T. Code No.			_____ _____ _____
5	ESI Registration No. along with documentary proof thereof.			ESI Regd.No.
6	If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act 2006, the same may be confirmed by the party and submit a photocopy (self certified) of the registration certificate in support thereof. Otherwise it will be construed that the party is not registered as per MSMED Act, 2006.			
7	The bidder shall submit the name and address of the firm/company along with its constitution giving status of the same such as sole proprietorship/partnership or limited/private firm etc. along with its copies duly attested by Notary Public as evidence.			
8	“As per provisions made under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the subject job “Upkeep of plant & Equipments in urea plant” 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, Bathinda before start of execution of contract work”. In the event of contract is extended same will be got renewed from appropriate authorities. (Undertaking on Letter Head of Party)			

Signature of the Contractor/Tenderer with SEAL

PLACE: _____

Dated: _____

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" means the NATIONAL FERTILIZERS LIMITED, incorporated in India, having its registered office at SCOPE COMPLEX, Core No-III, 7, Institutional Area, Lodhi Road, New Delhi-110003.
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 the 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 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, Performa 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.
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 be, 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 OFF LIABILITY” in relation to work means the specified period From date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
16. ‘ZERO DATE’ shall mean the date of issue of LETTER OF INTENT (LOI) or Issue of WORK ORDER, which ever is earlier.
17. “GTC” means General Terms & Conditions of Contract.
18. Terms and Conditions & Special Terms and conditions are succeeding to GTC. Any clause under different head shall be succeeded by clause in the succeeding head.
19. **Executive Director/Chief General Manager/General Manager(I/C)**’ shall mean the officer in Administrative In charge of the Whole of Bathinda Unit.
20. **General Manager (O&M)** shall mean the officer in Administrative In charge of the Whole of production and Maintenances at Bathinda Unit.
21. **Dy. General Manager (Production)** shall mean the Manager in Executive charge of the work and shall include the senior most officer of the Production Department of NFL.
22. **Officer-in-Charge/Chief Manager (Prod)/ Sr.Manager** shall mean the Manager in Executive charge of the work and shall include the senior most officer of the Urea(Production).
23. **Manager/ Dy. Manager (Prod)/ Asst.Manager (Prod)** shall mean the NFL’s officers working in Urea Plant (Prod).
24. **Shift-in-charge**,would mean the NFL’s officer In charge of the Shift in Urea Plant (Prod).
25. **Tender Notice/Notice Inviting Tender (NIT)** shall mean and include present NIT documents together with such supplement and addendum, which may be issued by NFL Bathinda from time to time.
26. **Tenderer** shall mean an individual or a firm or a Company who quotes in response to the NIT issued by NFL Bathinda Unit and shall include his/their/its legal representatives, successors and assigns.
27. **Letter Of Acceptance** of Bid and/or Work Order, and/or Letter Of Intent shall mean a letter in writing sent by NFL Bathinda Unit by registered post or delivered personally or Otherwise proved to have been received and/or confirmed by a concurrent FAX or telecopy Transmission to the last known private or business address of the registered office of the Contractor informing/notifying the Contractor that his Bid/Tender has been accepted.

NATIONAL FERTILIZERS LIMITED, BATHINDA

GENERAL TERMS & CONDITIONS

- 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 To ensure availability of the contractor/his supervisor to meet the exigencies of the plant, the contractor will be allotted one A-type quarter (2 Room Set) on nominal rent applicable from time to time which is at present ` 135/- + water charges, as applicable. However, electricity charges will be as per commercial electricity rates in accordance with PSEB tariff applicable. After completion of the contract, the contractor will be allowed to retain the accommodation for 15 days to complete the contractual obligations and to vacate and hand over the possession of the quarter. In case the quarter is not vacated and handed over within the allowed period, Market Rent will be charged and the security deposit and final bill will be released after vacation of the quarter. In case, the contractor wants more than one A-type quarters in the Township, the same will be allotted @ ` 9.00 per sq. feet + water and electricity charges as per Company Rules, applicable from time to time.
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 the 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).
- 1.6.0 Statutory deduction on account of Income Tax and VAT on works contract shall be made at rates, at the time of release of payment to the party.
- a) The rates to be quoted by the party should be inclusive of all duties, taxes, levies including VAT on works contracts, entry tax etc. but excluding Service Tax. Deductions of VAT, if applicable, at source plus surcharge thereon at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's bill for depositing with the VAT Authorities as per the provision of the respective states VAT Act.
 - b) Service Tax, if applicable for the work under the present Contract, shall be reimbursed by NFL. The contractor is to provide documentary evidence for registration under service tax for the said contractual work/services.
 - c) 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.

- 1.7.0 The rates quoted will be firm for the currency of the contract period and will not be subjected to escalation irrespective of any increase what so ever. However, in case of escalation on account of hike in minimum wages by appropriate Govt./Central Govt./State Govt.; the escalation shall be compensated to the contractor by NFL as per the formula indicated below. The reimbursement of escalation in minimum wages shall become due from the date the hike is effective irrespective of the date of notification of the hike by the appropriate Govt. In case, minimum wages, as on date of technical bid opening are revised subsequently, the un-revised wages on the date of technical bid opening shall be considered for calculation of escalation as per the formula given hereunder:-
- $$\text{Billed amount} \times 0.80 \left[\frac{(\text{Escalated minimum wages of un-skilled worker}) - (\text{minimum wages of unskilled worker as on technical bid opening date})}{[\text{Minimum wages of unskilled worker as on technical bid opening date}]} \right]$$
- 1.8.0 The Tenderer should make a deposit of ₹ 50,000/- as Earnest Money and ₹ 750/- as Tender Fees by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Bathinda" payable at BATHINDA. The Earnest Money and Tender Fees shall not be accepted in any form except specified. Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender will not be opened and it will be considered as rejected.
- 1.9.0 The following tenders will be liable to summary rejection:
- Tenders submitted by Tenderer who resort to canvassing.
 - Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
 - Tender, which contain uncalled for remarks or any alternative additional conditions.
 - The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender without assigning any reasons.
- 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.
- 1.11.0 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.
- 1.12.0 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.
- 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, treasury 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. He will also submit half yearly return of ESI.
- 1.13.0 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.
- 1.14.0 No labour below the age of 18 years shall be employed on the job. Deployment of sufficient manpower for carrying out various cleaning rounds must be ensured by the contractor. Tentative man days required to carry out all jobs under clause 1.1 to 1.7 of Scope of Work is minimum 22 (Twenty two) per day. 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.
- 1.15.0 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.
- 1.16.0 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.
- 1.17.0 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.
- 1.18.0 The decision of Engineer-in-charge in regard to all matters relating to this Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.

1.19.0 QUANTUM OF JOB:

Estimated value of work has been given on the basis of job executed during the last year as mentioned in Scope of Work. NFL will not give any guarantee for minimum billing, minimum quantum of work during the year.

1.20.0 If the Contractor is unable to execute the work and 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 fifteen-day's 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.

1.21.0 VALIDITY OF THE CONTRACT:-

The Contract shall remain valid for a period as specified in NIT reckoned from the date of its award. The job therefore shall be got done daily in the General shift (0800Hr to 1700hr), Morning Shift (0600Hr. to 1400Hr.), Evening shift 1400Hr. to 2200Hr.) and in the Night Shift (2200hr. to 0600Hr) during the tenure of the contract.

a) Extension of Contract:

The extension of contract shall be granted only in exigency of work due to unavoidable circumstances. The extension of contract can be given on the same rates, terms & conditions normally for a period of three months as per sole discretion of NFL.

1.22.0 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, Revolutions, Civil Commotion, Strike, Epidemics, Accidents, Fires Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

1.23.0 LOSS TO PLANT DURING EXECUTION: -

1.24.0 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.

1.25.0 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 be 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.

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

- a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The contractor will be required to obtain prior approval of NFL for rates payable to him for such extra items.
- b) In case, the Contractor fails to do the extra and/or substituted work. NFL will have the option to get the work done through another agency at the Contractors' risk and cost. As per clause No.1.20.0 of General Terms and Conditions.

1.27.0 SECURITY:

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 10 days of the issue of the letter of intent by the successful tenderer. EMD can be adjusted against SD. The balance amount shall be recovered @ 7.5% from each running bill and the final bill 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. Alternatively BG is also acceptable on prescribed performa of NFL. No interest shall be paid on security deposit. Security deposit shall be returned to contractor after obtaining 'No objection certificate' from executive department after expiry of 'Defect Liability Period' of three months after the completion of contract.

Any dues outstanding against the contractor shall be recoverable out of the security deposit/Bank Guarantee. The earnest money deposit of unsuccessful tenders shall be refunded without any interest after finalization of the contract. The contractor shall have no claim for any interest with respect to delay in payment of his running or final bills or refund of security deposit or in respect of amounts, which may be in NFL hands owing to any dispute between NFL and the contractor. If the contractor withdraws his offer within the validity period or fails to commence the work awarded to him the EMD shall be forfeited by the company.

1.28.0 PERIOD OF LIABILITY :

The Contractor shall guarantee for the work done for a period of three months from the date of issue of Completion of work. Any damage or defect may arise or lie undiscovered at the time of completion certificate, in the workmanship shall be rectified or replaced by the Contractor. In default, the Engineer-in-charge may cause the same to be made good by other Contractor and deduct expenses (of which the certificate of Engineer-in-charge shall be final) from any sums that may be there or at any time thereafter become due to the Contractor or from his Security Deposit.

1.29.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a) Measurement and Billing:

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

b) Running Account Payment:

The contractor would submit monthly running bill on prescribed Performas supplied by NFL.

No interest will be payable by NFL in the event of delay in payment of the bill.

Payment shall be released after making necessary recovery like S.D, T.D.S. etc.

1st bill shall be cleared only after submission of Contract Agreement, ISD and completion of other statutory requirements.

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

c) Completion Certificate/Final Bill:

The Engineer-in-charge shall normally issue to the contractor the completion certificate within one month after receiving an application thereof from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of contract documents. The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared on the basis of the final measurements entered in the measurement books/sheets. The final bill shall be prepared in the prescribed Performa with reference to total work covered by the contract such bill to be drawn up 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.

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 1.28.0 here of and satisfaction of all liabilities of the contractor in respect there of the Engineer-in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities notwithstanding issue of the completion certificate or payment of the final bill by NFL.

1.30.0 TERMS OF PAYMEN

- 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. Payment of final bill shall be released within 60 days 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.

- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches), Place of branch, Branch Code(IFSC CODE-11 digits) to enable us to release payment accordingly. All bank charges will be to their account.

1.31.0 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.

1.32.0 SCRAPE 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	SALWAGEABLE
A	STRUCTURE	2.5%
B	PIPE	3.0

1.33.0 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.

1.34.0 ISSUE OF GAS CYLINDER:

There will be no requirement of gas cylinders etc.

1.35.0 MATERIAL TRANSPORTATION:

The contractor shall make his own arrangement for Transportation of the materials, tools etc. NFL will indicate the areas for placement of machines at its own discretion.

- 1.36.0 **Penalty clause** : The contractor will be required to complete rounds of cleaning per week as detailed under clauses from 1.1 to 1.6 and recovery of spilled urea as per clause No.1.7 of Scope of Work to the satisfaction of NFL Officer incharge, unless otherwise directed. In case the contractor fails to complete rounds of cleaning per week, a penalty @ 5% of the value per round for each day's delay in completion of the round will be levied subject to a maximum of 20% of the awarded value of that particular item/job.

1.37.0 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 of 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.

1.38.0 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 civil jurisdiction in this behalf at Bathinda (where this contract has been signed on behalf of the owner) and only the said courts shall have jurisdiction to entertain and try such actions(s) and or proceeding (s) to the exclusion of all other courts.

1.39.0 CONCILIATION & ARBITRATION:

“Except where otherwise provided in the contract all matters, question or differences whatsoever , which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract or out of matter relating to the contract or the breach thereof or the respective rights or liabilities of the parties during or after completion of the works or whether before or after termination, shall after written notice by either by either party to the contract be referred to the arbitration of the C.M.D. National Fertilizers Ltd. or his/her nominee.

The arbitration & Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made there under shall govern the Arbitration proceedings.

The contractor hereby agrees that he shall have no objection if the arbitrator so appointed is an employee of NFL and he had to deal with the matter to which contract relates and that in the course of his duties as such he has expressed his views on all or any of the matter in dispute of differences.

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

1.40.0 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:

The contractor will be responsible for getting the gate passes issued, duly signed by the competent authority for the persons working under his control. 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.

1.41.0 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.

Consumption of drugs and alcoholic drinks inside the factory premises will be considered a serious offence. No person should enter the factory premises under the influence of alcohol.

Entire factory area is declared as non-smoking area, all cautions are to be followed observed by the contractor and his employees.

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

1.42.0 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. 100.00 with NFL within 10 days (Ten 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.

1.43.0 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 any claim whatsoever will 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.

1.44.0 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.

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

Abandons the work

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's consent in writing.

Performance is not satisfactory or work is abnormally delayed.

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.

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 CONSULTANT and acceptable to OWNER, up to the date of termination.

1.46.0 RIGHTS OF OWNER

a) 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.

b) In the event the Contractor fails to fulfill 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 plus 25% departmental charges and action for black list/ delist will also be taken.

c) NFL reserves the right to terminate this contract at any time by giving fifteen days notice, without any liability, to the contractor, if in its opinion, the work under the contract is not being done to its satisfaction. The company will have the right to get the job done by a third party at the risk and cost of the contractor plus 25% departmental charges till the expiry period of contract and debit the cost to the contractor.

d) If the contractor stops/refuses to work or do not accept the extension of the contract as per terms & conditions of NIT, NFL reserves the right to get the job done by a third party at the risk and cost of contractor plus 25% departmental charges.

1.47.0 TIME EXTENSION

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

1.48.0 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-fulfillment 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.

1.49.0 “The Contractor will be required to discharge all statutory obligations and maintain registers and records under the various Labour Laws enacted and amended by the Appropriate Government from time to time including Contract Labour (R&A) Act, 1970 & central rules enacted thereunder, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Factories Act, 1948, Employees Provident Fund (Misc. Provisions) Act 1952, Industrial Disputes Act, 1947, Employees State Insurance Act, 1948, The Workman’s Compensation Act, 1923 (in the absence of coverage of employees under Employees State Insurance Act, 1948), Punjab Labour Welfare Fund Act, 1965 etc.”

1.50.0 LABOUR LICENCE

1.50.1 The Contractor shall obtain Labour License 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, Bathinda before start of execution of contract work. The bidder should submit an undertaking in the following format:-

“As per provisions made under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the subject job “Up keep of plant & equipments in Urea Plant ” 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, Bathinda before start of execution of contract work”.In the event of contract is extended same will be got renewed from appropriate authorities.

1.50.2 On Expiry of the contract, the contractor shall be required to submit the following certificate along with final bill: “Certified that I/We have made all payments towards wages as defined under the Paymet of Wages Act, 1936 and the Contract Labour (Regulation & Abolition) Act, 1970 in respect of manpower engaged/employed for the execution of work awarded by NFL Bathinda vide work order No. _____ dated _____.

It is also certified that I/We have deposited ESI and PF Contribution in respect of all the workers engaged by me/us and as mentioned/shown in the Attendance Register Sheets/Wages Payment Register sheets for execution of the above work.It is further certified that in case any dispute arises on account of the above referred work order, we undertake to discharge our statutory obligations under various Labour laws, if any and hereby indemnify M/s National Fertilizers Ltd. from any such responsibilities/payments”.

1.51.0The Contractor shall ensure payment of minimum rates of wages to his contractworkers as fixed and revised from time to time by the Appropriate Authority i.e. Central Government/State Government as applicable from time to time under the Minimum Wages Act, 1948. Wages are to be paid by 7th of every month.

1.52.0 It is understood by the contract that in the event of any losses/damages caused to the (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 claims/damages to which the Owner is entitled under the contract or in the course of Law.

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

1.54.0 EXECUTION OF CONTRACT

- Contract shall be executed on Non Judicial Stamp of adequate value, as per prevailing rates in the concerned state(` 50/- in Punjab).The cost of the stamp paper etc.will be borne by contractor.
- Contract shall be duly signed and notarized on the date of signing/execution by both the parties.
- All relevant documents should be mentioned as part of contract in the works contract.

SPECIAL TERMS & CONDITIONS OF THE CONTRACT (STCC).

- 1.0. Deployment of sufficient manpower for carrying out various cleaning rounds must be ensured by the contractor. Minimum man days required to carry out all jobs under clause 1.1 to 1.7 of Scope of Work is 22 (Twenty two) per day.
- 2.0 Any contractor who shall back out or does not carry out the job in line with the terms and conditions quoted/agreed by him shall be disqualified/blacklisted for at least two years from participating in the NFL tendering process and his EMD/ISD/SD shall be forfeited without any prejudice to the terms and conditions.
- 3.0 The contractor shall depute a supervisor to supervise the jobs.
- 4.0 Contractor should visit at site at least once a week to acquaint himself with the planning of next week.

SCOPE OF WORK

for

Up-keeping of Urea Plant areas and machinery

1.0 **SCOPE OF WORK**

1.1. **CO₂ Booster ,Compressor House & Chiller Area**

Surface cleaning of oil filters, oil coolers, surface condensers, inter-coolers, oil pumps, pipe lines, floors & chiller area etc. The pumps are to be cleaned of any muck and unwanted material, cotton waste etc. Cleaning of machines as per the instructions.

Two round per week.

1.2. **Ammonia Feed pumps & Carbamate Recycle Pumps Area.**

Cleaning of the pump and removal of unwanted material lying nearby the pumps. The floor area is to be maintained clean to the satisfaction of Section In-charge. No area should remain slippery. The contractor will apply sand, wherever required, to keep the area clean.

Two round per week.

1.3 **Recovery & Decomposition Section.**

The equipments to be washed and cleaned as per the directions of Shift-in-charge. Surrounding area is to be maintained clean for free flow of the effluent.

Two round per week

1.4 **C.F.D, Centrifuge House, Dryer Area & Neem oil coating area.**

Removal of the spillage from CFD area around the dryer and cleaning of centrifuge house, belt conveyor and shifting the same to a place as directed by the Shift In-charge. Cleaning, washing of the floors, CFD blowers, centrifuge house and Neem oil coating area etc, as required.

Three rounds per week.

1.5. **Prilling Tower.**Top floor, melter floor, distributors floor and circulation pumps area.

- a) Dust separators, cyclones, blowers surface cleaning and washing of the top floor.
- b) Melter floor, distributors floor and circulation pumps floor to be cleaned to the satisfaction of Shift In-charge. The material removed from these areas to be collected and shifted to a place as directed by Shift In-charge.

Three rounds per week.

1.6 **Plant area drains cleaning and floor washing.**

Cleaning of plant surface drains/choked man holes and shifting the sludge to a place/ shift outside the battery limits as directed by the shift in charge.

One round fortnightly.

Note: For Item No.1.1 to 1.6 rates to be quoted on per round per section basis.

1.7 **Recovery of spilled urea/lumps & its dissolving**

Cleaning of CFD, breaking of lumps, cleaning of skirt belts, collection of urea spillage from CFD, Trommel and distributor floor on PT top and shifting the same to area shown by Shift In charge. Lubrication of all equipments of urea plant.

4020 MT/year

Note: The rates to be quoted on the basis of per MT of urea handled under the clause.

1.8 **Shut Down Jobs including ATA.**

During Shutdown (including annual shut down), various jobs of miscellaneous nature are to be carried out by engaging man power (with a provision for 32 days), such as:

- a. Cleaning of filter chamber: Removal and fixing of filters.
- b. Complete cleaning of Prilling Tower from inside.
- c. Removal, cleaning and fixing of HD swirls, HA, LD and GS packings.
- d. Cleaning of various lube oil, seal oil and overhead tank consoles.
- e. Melter cleaning/inspection assistance/spacer rod removal & re-placement
- f. Cleaning of CT-3 pit (C-GA-302A/B) subject to availability.
- g. Cleaning of effluent pump pit subject to availability.
- h. Cleaning of pucca pit subject to availability.
- i. Cleaning of Neem oil storage tank subject to availability.

800 Man Days.

Note: -Rates are to be quoted on per man-day basis.

General:

- The frequencies given against each item are tentative. It can be increased/decreased up to any extent at the discretion of NFL.
- The contractor will depute a responsible supervisor at site who can be contacted whenever required & contractor should visit at site at least once a week to acquaint himself with the planning of next week.

Signature & stamp of tenderer

Name & address of company