

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

उपकरण विभाग

Ref. No. NFB/INST/ARC/2022-23

Dated: 16.03.2022

Name of the Work: ARC of Instrument Maintenance jobs for the year 2022-23.

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NOTE: Contractors are requested to see that all the papers of tender document issued to them are intact as per above Index& all the pages shall be signed & stamped by the contractor and shall be submitted in sealed envelope.

ANNEXURE-I

COVERING LETTER OF NIT

SPECIAL INSTRUCTIONS TO TENDERER FOR E-TENDERING

Ref. No.: NIT No. NFB/ INST/ARC/2022-23

Dated: 16.03.2022

Subject: e-Tender for ARC of Instrument maintenance jobs for the year 2022-23

Dear Sir,

NATIONAL FERTILIZERS LIMITED (NFL), BATHINDA, a Govt. of India Undertaking referred to herein as the Owner intends to enter into works contract for **“ARC of Instrument maintenance jobs for the year 2022-23”** to its Plant located at BATHINDA (Punjab). You are invited to submit the Tenders for the said work as per detail hereunder through **e-Tendering**.

1. (a) **Tender Schedule:** as per schedule given below
(b) **Estimated value of work: ₹ 51.59 lakhs plus GST as applicable**
2. **Methodology:** The activity defined for tenderer are Download of Tender document, Bids Preparation and Encryption, Re-encryption of Online bid, uploading of the bids.
 - i. The tendering shall be made through e-tendering process.
 - ii. The offers/bids in this process are required to be submitted electronically on the web site <https://etenders.gov.in> , <https://eprocure.gov.in>
 - iii. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
 - iv. All tenders should be submitted online digitally signed and sealed by using digital certificate before the due date & time as per the schedule. This may however be done by tenderer from their office or from place of their choice.
 - v. Tenderer are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and conditions, etc. as given in tender documents.
 - vi. No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
 - vii. All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority e.g. CM (Inst) at least 7 (SEVEN) days prior to the closing date of the tender.
 - viii. Two parts should be enclosed and **SEALED SEPARATELY IN TWO ENVELOPES** as follows and all 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 two envelopes should be submitted in one sealed cover by the tenderer super-scribing above stated (i) to (iv) particulars.

Envelop No. 1:

Will contain **EMD and TENDER FEES** of amount specified in NIT in the form of DD/ Banker's cheque in favour of NFL Bathinda Unit, Payable at Bathinda. This envelope should be super scribed **“EMD and TENDER FEES”**.

Envelop No. 2:

Second sealed envelope super scribed “TECHNICAL AND COMMERCIAL BID” containing the following documents:

Signed copies of complete tender documents, including blank Proforma for schedule of quantities (**WITHOUT quoted prices**) as enclosed & documents as asked in Para 22 along with. Tenderer should sign each copy of these documents in token of acceptance of our terms and conditions.

3. **Deposition of Earnest Money (EMD) and Tender Fee:** Earnest deposit of ₹ 100000/- (**One Lakh only**) and ₹ 1000/- (**Rupees One Thousand only**) as Tender Fees are to be deposited by Demand Draft / Banker's Cheque 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 other form except specified. DD payable at locations other than Bathinda will not be accepted.
 - a) Tenderer is required to **enter the DD no. and other related details online.**
 - b) A/C Payees Demand Draft in **sealed envelope** super scribed with “**EMD and TENDER FEES for ARC of Instrument Maintenance job for the year 2022-23**” shall reach us at the address of communication to NFL, before the techno-commercial bid opening (as per tender schedule) though. In case tenderer fails to do so, the offer is liable to be rejected and may not be opened.
 - c) NFL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.
 - d) Earnest Money deposit of the unsuccessful tenderer will be returned as early as possible after finalization of the tender.
 - e) Earnest Money Deposit will not carry any interest.
4. **Tender Opening:** The tenders will be opened electronically by NFL from Bathinda office.
5. **Price Bid Opening:** Price bid of all the tenderer who are meeting Eligibility Criteria and techno-commercially acceptable shall be opened electronically. The tenderer shall quote the rates in the UNITS given in the **Schedule of Rates**, inclusive of all the duties, taxes, levies on works contracts, etc but excluding GST. GST, as applicable, for the work under the present contract shall be reimbursed by NFL after submission of documentary evidence.
6. Further NFL reserves its right to open the Price bids of only such contractors who have submitted the documents as per our NIT. National Fertilizers Ltd further reserves its' right to reject any or all tenders without assigning any reason whatsoever and also are not bound to accept the lowest tender.
7. Tender / bids shall be evaluated on **overall lowest basis**. National Fertilizers Limited reserves the right to negotiate with the lowest tenderer, at Bathinda office and shall give prior intimation to such tenderer.
8. **National Fertilizers Limited** also reserves its' right to award the complete contract to lowest tenderer or can split up the contract between two tenderer without assigning any reason thereof.
9. Tender shall liable for rejection if acceptance and non-submission of the documents mentioned here below from (A) to (D) are not made by the tenderer. Tenderer has to upload the hardcopies of all these documents after signing, and original hardcopies of the same are to submit through registered post.
 - (A) Declaration Forms I , II & III (Performa at Annexure- III, IV& V)
 - (B) An Affidavit on Non-Judicial Stamp paper of minimum Rs. 50/- duly attested by Notary (Ann IX),

(C) Other details are as under:

- i. Copy of PAN (Permanent Account No.) issued by Income Tax Dept.
- ii. GST No. and Applicable Accounting Code.
- iii. PF Registration No.
- iv. ESI Registration No.

(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).

10. Bidders shall make sure that all the uploaded documents are signed by authorised signatory of the company, and submit the same in original by registered post at the following address:

The DGM (I&E)
National Fertilizers Limited
Sibian Road, Bathinda – 151003

11. Instructions for e-tendering:

NATIONAL FERTILIZERS LIMITED (NFL), BATHINDA, a Govt. of India Undertaking referred to herein as the Owner intends to enter into work contract “**ARC of Instrument maintenance jobs for the year 2022-23**” to its Plant located at BATHINDA (Punjab). You are invited to submit the Techno-commercial proposal and Price proposal for the said contract through e-Tendering. Methodology for submission of proposal has been detailed here under in this document.

1. The tendering shall be made through e-tendering process. The offers in this process are required to be submitted electronically in place of offers in 'hard copy under sealed envelope' as being done conventionally.
2. The system requirements to participate in the e-tendering are as under:
 - a) Pre-Requisites for System using e-Procurement sites:
 - Windows 7, 8, 10 professional
 - A computer system with at least 1 GB RAM and Internet Connectivity.
 - Internet Explorer 11.0 and above.
 - Internet Connectivity with at least 2Mbps speed.
 - Java Run Time Engine (JRE -1.8.0) or higher.
 - Microsoft Office 2003 with MS Word and MS Excel.
 - Adobe Acrobat Reader, PKI Installation Driver for Digital Signature.
 - b) Pre-Requisites for DSC Registration:
 - The Vendor becomes a valid vendor only after the registration of DSC.
 - Vendors need to possess a valid DSC for participating in e-Tendering (Class 3 DSC)
 - Vendors need to procure DSC 24 hours prior to DSC registration.
 - Respective DSC drivers need to be installed.
 - DSC needs to be physically inserted into the system.
 - DSC should appear in the browser.
 - DSC of the vendor will be mapped with their User ID once they login for the first time.
 - c) Pre-Requisites for Login Credentials:
 - Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
 - Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

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Dated: 16.03.2022

Name of the Work: ARC of Instrument Maintenance jobs for the year 2022-23.

S. No.	Support For	Support Contact no	Contact No.	E-mail
1	E-tendering Support	Help Desk	+91-120-4200462, +91-120-4001002, +91-120-4001005, +91-120-6277787	support-eproc@nic.in;

M/s. National Fertilizers Ltd., Bathinda		
Sh. R.K.KUMAWAT	Sh. BIKRAM PRASAD	Sh. S.S.BRAR
DGM (I&E)	CM(Inst)	Sr. Manager (Inst)
National Fertilizers Limited	National Fertilizers Limited	National Fertilizers Limited
Sibian Road, Bathinda	Sibian Road, Bathinda	Sibian Road, Bathinda
Phone.: 9417402985	Phone.: 9102125509	Phone.: 9463067061
E-mail: rkumawat@nfl.co.in	E-mail: bikramprasad@nfl.co.in	E-mail: ssbrar@nfl.co.in

- The tenders will be opened electronically by us from our Bathinda office.
- The tenders will be submitted on line on the web site <https://www.etenders.gov.in> , <https://www.eprocure.gov.in>.
- No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- All tenders should be submitted online digitally signed and sealed by using digital certificate.
- Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender documents.
- No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
- NFL reserves the right to reject or accept any tender without giving any reason.

12. SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED:

NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However in case the system could not be restored within the reasonable time period as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality.

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

13. TIME SCHEDULE:

The offer shall be submitted, electronically as per following schedule.

Sr. N.	Tender Stage	Date & Time
1	Document Download Start Date & Time	16.03.2022 from 17:00 hrs
2	Document Download End Date & Time	16.04.2022 up to 17:00 hrs
3	Last Date & Time of Online Bid Submission	16.04.2022 up to 17:00 hrs
4	Date and Time of Techno-Commercial Bid	18.04.2022 at 11:00 hrs

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	Opening	
5	Price Bid Opening	Price bids of only Techno-commercially acceptable bidders shall be opened

Note: After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended / amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is pre-pone /amended.

14. Parties are advised to visit NFL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.
15. The rates should be quoted item wise for the complete Scope of Work as per Performa '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.
16. Incomplete Tenders or Tenders not accompanied with the required details / Tender fee/ EMD would be liable to be rejected without any further reference whatsoever.
17. Submission of Tenders:
 - i) No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
 - ii) Tender documents should be submitted along with duly filled in.
 - iii) The tender will be divided in three parts:
 - a) Earnest money.
 - b) Technical and commercial bid
 - c) Price bid.
18. This letter shall form part of the contract document and shall be signed and submitted along with the tender documents.
19. All pages shall be initialled 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 offers shall be out rightly rejected.
21. 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.
22. While submitting 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.
23. NFL reserves the right to postpone the tender opening date and / or tie and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
24. In case, due to some unforeseen circumstances, the date of opening of the tender happens to be a holiday / closed day, the tender will be received / opened on the next working day.

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25. Not more than one tender shall be submitted by a contractor or by a firm of contractors. 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.
26. The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL Bathinda Unit and have a good character.
27. The contractor shall not appoint any sub company / agency to carry out any obligation under the contract. If at any time such a discrepancy is detected the contract shall stand terminated without any notice and the security deposit shall be forfeited.
28. The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 **shall not be applicable on Works Contract** means wherein transfer of property in Goods involved in execution of such contracts, i.e., wherein both material and services are involved.
This contract is a works contract.

Thanking you,
Yours Sincerely,
for& on behalf of
National Fertilizers Limited

(R.K.KUMAWAT)

DGM (I&E)

Encl:-

1. Annexure II to Annexure XVI
2. Schedule of Quantities.

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

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Dated: 16.03.2022

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ANNEXURE -II

नेशनल फर्टिलाइजर्स लिमिटेड
उपकरण विभाग, बठिंडा इकाई
NATIONAL FERTILIZERS LIMITED

(A Government of India Undertaking)

SIBIAN ROAD, BATHINDA - 151 003 (Punjab)

Ph. 0164-2270261, 2760262, FAX: 0164-2270463

No. NFB/ INST/ ARC/2022-23

Dated: 16.03.2022

This is to inform you that e-Tender has been issued for the work of **ARC of Instrument maintenance jobs for the year 2022-23** by “National Fertilizers Limited” on our portal website - <https://www.eprocure.gov.in>. You can view detailed tender notice and can download tender documents after logging in to the portal website - <https://etenders.gov.in>, <https://eprocure.gov.in>

1)	Name of Work:	ARC of Instrument maintenance jobs for the year 2022-23
2)	Earnest Money: (Tender received without EMD is liable to be rejected)	Tenderer to submit Earnest Money of ₹ 100000/- (₹ One Lakh only) in the form of crossed Demand Draft / Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Bathinda payable at Bathinda. Cheque shall not be accepted in any case. In case party is seeking exemption of EMD under MSMED Act, he is required to submit the required documents showing eligibility.
3)	Cost of Tender Form:	Tenderer to submit separately ₹1000/- (₹ One thousand only) in the form of crossed Demand Draft / Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Bathinda payable at Bathinda as Tender cost. Cheque shall not be accepted in any case. (Separate DDs / Banker's Cheque for both Tender fee and EMD amounts)
4)	Estimated Value of the work :	₹ 51.59 lakhs plus GST as applicable.
5)	Validity of Tender	4 (Four) Months / 120 days from the Date of Opening of Technical Bids for the acceptance.
6)	a) Validity / Period of Contract	12 Month (Twelve months) from the date of award of the Contract and further extendable for a period of three (3) months on the same rates terms and conditions at the sole discretion of NFL.
	b) Time of Completion:	12 Month (Twelve months)
7)	Last date and time of Issue of Tenders:	16.04.2022 up to 17:00 Hrs.
8)	Last date and time of Receipt of Tenders:	16.04.2022 up to 17:00 Hrs.
9)	The date and time of Opening of Tenders:	18.04.2022 up to 11:00 Hrs.

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

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Name of the Work: ARC of Instrument Maintenance jobs for the year 2022-23.

10)	Place of receipt and Opening of Tenders:	Office of DGM (I&E), NFL Bathinda Unit.
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1. Pre-Requisites for System using e-Procurement sites:

- Windows 7, 8, 10 professional
- A computer system with at least 1 GB RAM and Internet Connectivity.
- Internet Explorer 11.0 and above.
- Internet Connectivity with at least 2Mbps speed.
- Java Run Time Engine (JRE -1.8.0) or higher.
- Microsoft Office 2003 with MS Word and MS Excel.
- Adobe Acrobat Reader, PKI Installation Driver for Digital Signature.

2. Pre-Requisites for DSC Registration:

- The Vendor becomes a valid vendor only after the registration of DSC.
- Vendors need to possess a valid DSC for participating in e-Tendering (Class 3 DSC)
- Vendors need to procure DSC 24 hours prior to DSC registration.
- Respective DSC drivers need to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the browser.
- DSC of the vendor will be mapped with their User ID once they login for the first time.

3. Pre-Requisites for Login Credentials:

- Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
- Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

S. No.	Support For	Support Contact no	Contact No.	E-mail
1	E-tendering Support	Help Desk	+91-120-4200462, +91-120-4001002, +91-120-4001005, +91-120-6277787	support-eproc@nic.in;

NFL reserves it's right to open the Price bids of only such contractors who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids. NFL further reserves it's right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.

For & on behalf of

National Fertilizers Limited, Bathinda

DGM (I&E)

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

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Ref. No. NFB/INST/ARC/2022-23

Dated: 16.03.2022

Name of the Work: ARC of Instrument Maintenance jobs for the year 2022-23.

ANNEXURE -III

**(To be submitted in Envelope No. II)
DECLARARTION-FORM-I**

To,

DGM (I&E)
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 “ARC of Instrument Maintenance jobs for the year 2022-23”.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 i.e. SBI, Bathinda, Branch IFS Code: SBIN0003591. Details of my/our Bank A/c No. is as under:

Bank A/c No. (In SBI / any Nationalized Bank)	
Type 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, Bathinda.

Thanking you

Yours faithfully

For M/s _____
(Signature of Contractor/Tenderer with SEAL)
Address: _____

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

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ANNEXURE- IV

(To be kept in Envelope No. II)

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							
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) <table border="1"> <thead> <tr> <th>Name & Design. of the Employee</th> <th>Place of Posting</th> <th>Relation with the Employee</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name & Design. of the Employee	Place of Posting	Relation with the Employee			
Name & Design. of the Employee	Place of Posting	Relation with the Employee						
2	<u>P.F. Registration No.</u> of the firm / company to be indicated along with Documentary proof thereof.							
3	<u>PAN No.</u> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentary Proof thereof.							
4	<u>GST Registration No.</u> of the firm / company issued by GST authorities along with Documentary Proof thereof.							
5	<u>ESI Registration No.</u> issued by ESI Authorities along with documentary proof thereof.							
6	<u>MSME Registration</u> 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. (This contract is a Works contract)	Yes / No (If Yes, a Self certified copy of registration certificate to be submitted) (Not applicable on works contract)						
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)							
8	Name of the Firm							
9	Address of the Firm							
10	<u>Contact Details:</u> a) Name of the Person: b) Mobile number / Landline Number c) Email	<u>Contact Details:</u> a) b) c)						
11	Power of Attorney for submission of tender document, as applicable Submitted	Yes / No						
12	Tender cost Amount, DD Number and Date							
13	EMD Amount, DD Number and Date							

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

Signature of the Contractor/ Tenderer with SEAL

Place: _____

Dated: _____

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

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Dated: 16.03.2022

Name of the Work: ARC of Instrument Maintenance jobs for the year 2022-23.

ANNEXURE- V

**(To be kept in Envelope No. II)
DECLARATION FORM-III**

To,

DGM (I&E)
National Fertilizers Ltd.
Bathinda

Dear Sir,

1	<p><u>UNDERTAKING</u></p> <p>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.</p> <p>b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us.</p> <p>c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled.</p> <p>d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.</p>
2	<p><u>ACCEPTANCE OF TENDER CONDITIONS</u></p> <p>I/We have personally read the 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.</p>
3	<p><u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u></p> <p>With reference to your NIT No.NFB/INST/ARC/2022-23, dated_____ and the tender documents displayed on your web site, we hereby submit our tender for the subject work.</p> <p>Since we have not purchased the tender document from your office and the tender documents have been downloaded by us from NFL web site, we are hereby enclosing a demand draft No._____dated_____of _____(Bank) amounting to Rs._____ (Rupees_____ only), in favour of National Fertilizers Limited, payable at Bathinda towards the cost of tender documents.</p>
4	<p><u>Labour License(If applicable)</u></p> <p>The contractor shall obtain Labour Licence, 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, Bathinda before start of execution of contract work. Accordingly we hereby give undertaking that:</p> <p>“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 for ARC of Instrument Maintenance jobs for year 2022-23 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”.</p>
5	<p>All the information filled herein and attached hereto are true to the best of my knowledge and belief. It is further certified that I/We will not get myself/ourselves registered under more than one name.</p>

Thanking you

Yours faithfully
For & on behalf of Contractor

Signature of the Contractor/ Tenderer with SEAL

Place: _____

Dated: _____

ANNEXURE - VI

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 a 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)

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

उपकरण विभाग

Ref. No. NFB/INST/ARC/2022-23

Dated: 16.03.2022

Name of the Work: ARC of Instrument Maintenance jobs for the year 2022-23.

ANNEXURE- VII

(To be kept in Envelope No. II)

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

AFFIDAVIT

With reference to NIT No.NFB/INST/ ARC/2022-23,Dt.----- of National Fertilizers Ltd., Bathinda for the work of ARC of instrument maintenance jobs for the year 2022-23. 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 etc. has not been black listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 2 years.
- ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.
- iii) That the deponent is holding documents like PAN No._____,Goods& Service Tax Registration No._____,Provident Fund A/c No._____,ESI No._____ and Bank A/c No._____etc. in the name of firm (Sole proprietorship or Partnership or company, as the case may be)
- iv) That my 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: _____

ANNEXURE –VIII

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.

- A. In cases the parties are pre-qualified documents at Sr.No.1-3, of this Annexure I, to be submitted;
 B. In case the parties are not pre-qualified, their offer will be considered as per laid down pre-qualification criteria / eligibility criteria (complete Annexure-I, Eligibility Criteria Sr. No. 1 to 5);

Techno-Commercial Criteria

Sr. No	Eligibility Criteria	Supporting Documents Required
1	<p>a) The bidder shall submit the status (i.e Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc. and Declaration as per Annexure-VII on Non-judicial paper in original.</p> <p>b) Authority in favour of a person signing the tender documents.</p>	<p>a)The bidder shall submit :</p> <p>i) An affidavit in original regarding status / style of the business entity and Declaration, as per Annexure-VII on Non-Judicial stamp paper, of value not less than Rs.50/-, duly attested by Notary Public. AND</p> <p>ii) A copy of Partnership Deed duly attested by Notary Public, in case of a Partnership firm OR A copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association, in case of a Company and</p> <p>b).The bidder shall submit any one of the following document authenticating that the person who has signed the tender documents is duly authorised to do so on behalf of the tenderer.</p> <p>i) Original Authority Letter, in case of Sole Proprietor/Proprietary firm. OR</p> <p>ii) A copy of Power of Attorney, duly attested by Notary Public, in case of Partnership Firm. OR</p> <p>c) A copy of Power of Attorney or Board Resolution in case of a Company.</p>

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<p>2</p>	<p>a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No. b) Declaration / Disclosure regarding any relation(s) with employees of NFL, Downloading of tender forms from NFL website etc.</p>	<p>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</p>
<p>3</p>	<p>If the bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed. Further, works contract are not covered under MSMED Act. “Works contract means wherein transfer of property in goods is involved in execution of such contracts i.e wherein both material and serves are involved”. Hence documents etc to be submitted accordingly</p>	<p>The bidder shall submit a self-certified copy of the registration certificate in support thereof.</p>
<p>4</p>	<p>The bidder should have successfully completed “Similar Works” with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued. Definition of “SIMILAR WORK” Similar works means:- Execution of Annual Maintenance Contract for Instrumentation/Electrical/Mechanical maintenance jobs in Fertilizers, Petrochemicals, Refineries, and Power Plants etc.</p>	<p>The bidder shall submit a copy of Purchase/Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following a) Three similar completed works each costing not less than 40% amount of the estimated cost of work ₹ 60.88 lakh. (With performance/completion certificate) i.e. ₹ 24.35 lakhs. OR b) Two similar completed works each costing not less than 50% amount of the estimated cost of work ₹ 60.88 lakh. (With performance/completion certificate) i.e. ₹ 30.44 lakhs. OR c) One similar completed work costing not less than 80% amount of the estimated cost of work ₹ 60.88 lakh. (With performance/completion certificate) i.e. ₹ 48.70 lakhs Copies of Work orders in support of the above with full technical scope of work & commercial details including work order value along with the completion certificate from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion. (In case the tender, for a 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.)</p>

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5	Average Annual financial turnover of the bidder during the last 3 years ending 31st March 2022 should be at least 30% of estimated cost for one year i.e. ₹ 15.48 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 2018-19, 2019-20 & 2020-21) 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 certified by Statutory Auditor / practicing Chartered Accountant as documentary evidence in support thereof.
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Signature of the Tenderer / Contractor with Seal

ANNEXURE-IX

EVALUATION CRITERIA

1. 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.

ANNEXURE-X

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 LTD., 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 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, 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, 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 DEFECT LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
16. "ZERO DATE" shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier.
17. "GTC" means General Terms & Conditions of Contract.
18. **Technical 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.**

ANNEXURE-XI

INSTRUCTIONS TO TENDERERS

- 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 rates forming part of the tender documents; in such a way that interpolation is not possible. The amount for each item shall be worked out and entered in the tender and requisite totals be given for all items. The tenderer shall duly sign the tendered amount entered in the tender for the work.

3) THE RATES TO BE QUOTED IN WORDS & FIGURES

If some discrepancies are found between the rates given by the contractor in words and figures or in the amount worked out/shown in the tender by him in the schedule of quantities and the general summary, the following rules /procedure shall be followed :-

- a) In case of duplicity of any item in the schedule of quantities, the lowest quoted rate of the tenderer 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 tenderer, or if it does not corresponds with the rates written either in figures or in words then the rates quoted by the tenderer 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 (calculation of amount) shall be amended on the basis of the rate.
 - f) All errors in totalling 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.
 - h) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.
- 4) The tenderer as a token of acceptance of NIT terms and conditions shall sign all pages of NIT and Annexures.

5) 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.

- 6) 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 Terms and Conditions and Scope of Work
 - b) Engineering Specifications.
 - c) Special terms and conditions etc.
 - d) General Terms & Conditions
- 7) **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.
- 8) 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.
- 9) The tenderer shall certify that none of their group/sister concern/ partnership firm is 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 **clause no.31** of General Terms and Condition, Section-I Annexure-XII.
- 10) **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.
- 11) 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.
- 12) **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.

GENERAL TERMS & CONDITIONS

SECTION-I

1) **ACCEPTANCE OF TENDER**

National Fertilizers Limited reserves it's right to accept/reject the lowest or any other tender or accept the whole or any part of the tender, without assigning any reason thereof and the tenderer shall be bound to perform / execute the work at his quoted / finally agreed rates as per work order.

- 2) 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.
- 3) Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job.
- 4) The contractor shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all 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.
- 5) 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.
- 6) Sub-Contracting of the job will not be allowed without prior written permission of the owner (NFL).
- 7) 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. NFL shall reserve the right to reject the tender or rescind the Contract in case such information is found incorrect.
- 8) NFL will provide one No. **A Type quarter (Two room)** on nominal rent to be fixed by NFL from time to time which is at present **Rs.150/- (Rs. One hundred fifty only) per Month**, for the residence of the contractor's staff, subject to availability.

After completion of the contract, the contractor will be allowed to retain the accommodation for 30 days (on the above rates), to complete the contractual obligations after which the contractor shall vacate and hand over the possession of quarter to NFL. In case the quarter is not vacated and handed over back to NFL, within the allowed period, Market rent (which is fixed by NFL from time to time) will be charged from the contractor for the period the quarter remains under unauthorized occupation of the contractor. The payment against final bill and the Security Deposit shall be released by NFL after vacation of the quarter by the contractor.

The charges for water & electric power consumption shall be charged extra as per Company's Rules.

While taking the accommodation, the contractor will check the inventory and shall hand the same to NFL in original condition at the time of vacation of the quarter. Any changes made by the contractor during the course of occupation of the contractor, shall have to be restored back.

If at any time it is found by NFL that any of the contractor's employees residing in the township are creating nuisance/disturbance to other residents, the contractor shall immediately remove such employee(s). In case such employees are not removed by the contractor or still are creating nuisance, the accommodation allotted to the contractor shall be cancelled and he shall be required to vacate the

same within a period of 3 days after hearing from NFL in writing. The contractor shall have no claim whatsoever on this account. Addition/deletion of taxes imposed by the State Government/Central Government after submission of tender documents and during contractual period shall be to NFL's account.

- 9) The following tenders will be liable to summary rejection:
- Tenders submitted by Tenderer who resort to canvassing.
 - Tenders, which do not fulfil 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.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) **PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS**
- 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 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.
 - Running Account Payment:**
All running account payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done.
 - Completion Certificate/Final Bill:**
The 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 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

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Ref. No. NFB/INST/ARC/2022-23

Dated: 16.03.2022

Name of the Work: ARC of Instrument Maintenance jobs for the year 2022-23.

of work. No further claim shall be allowed by NFL after Final bill. Contractor shall also furnish “**NO CLAIM CERTIFICATE**” in the prescribed Performa 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 13** (Commercial Section of General Terms and Conditions – Annexure-XII) 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 not withstanding issue of the completion certificate or payment of the final bill by NFL.

15) **QUANTUM OF JOB**

Estimated value of work has been given on the basis of estimated quantities. NFL will not stand any guarantee for minimum billing, minimum quantum of work during the period/currency of the contract.

16) **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.

17) **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.

18) **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 wilful negligence on the part of the contractor and he shall be liable to compensate NFL for the losses suffered at penal 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.

19) **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.

Sl. No.	PARTICULARS	SALVAGEABLE
1	STRUCTURE	2.5%
2	PIPE	3.0%

After the completion of the work theoretical quantity of cement to be used on works shall be calculated on the basis CPWD's statement showing quantities of cement used in different items of work provided

in the **Delhi schedule of rates, (LATEST)**. This statement will be prepared and approved by the Engineer-in-charge. Over this theoretical quantity of cement shall be allowed a variation up to 5% plus/minus for works the estimated cost of which as put to tender is not more than ₹ 2 lakh, upto 4% plus/minus for works the estimated cost of which put to tender is above ₹ 2 lakh but upto ₹ 5 lakhs, upto 3% plus/minus for works the estimated cost of which put to tender is above ₹ 5 lakh. The difference in the quantity of cement issued to the Contractor and the theoretical quantity including authorized variations, if not returned by the Contractor, shall be recovered at twice the issue rate without prejudice to the relevant conditions regarding return of material governing the Contract, in the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (all stipulated above) the cost of the quantity of cement not so used shall be recovered from the Contractor on the basis of the maximum procurement price and cartage to site.

20) **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.

21) **ISSUE OF GAS CYLINDER:**

Contractor has to make his own 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.

22) **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.

23) **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.

24) The contractor shall not engage any persons below 18 and above 60 years of age. The contractor shall ensure that all persons engaged and deployed by him for execution of work in NFL Bathinda under the contract should be physically & medically fit during the period of contract. The persons so deployed by the contractor may be subject to undergo medical examination at any time during the period of the contract.

25) The contractor will engage his own labour for execution of the contract job and the contract labour, so engaged, shall be employees of the contractor for all purposes whatsoever and shall have no relation or concern with NFL in any way. The contractor will issue appointment letters to his employees engaged for execution of contract job specifying period of their engagement in consonance with the contract period.

The contractor shall not make any commitment, in any manner, of whatever nature to the contract labour engaged by him for execution of the contract job regarding continuance of their engagement at NFL site or involving present or future financial implications.

26) **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.

27) **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/ his workers, the liability of Contractor shall be "Absolute liability".

28) **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.

29) **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 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.

30) **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.

31) **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 if the Contractor –

- i) 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.
- ii) Abandons the work
 - a) Persistently disregards the instructions of the OWNER in contravention of any provision of the CONTRACT. Or
 - b) Persistently fails to adhere to the agreed program of work. Or
 - c) Sublet the work in whole or in part thereof without OWNER's consent in writing.
- iii) Performance is not satisfactory or work is abnormally delayed.
- iv) 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.
- v) 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.

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.

32) **CONSEQUENCES OF TERMINATION**

If the contract is terminated by NFL for the reasons detailed under **clause no. 31** of General Terms and Conditions Section-I Annexure-XII 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/ 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.

33) **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 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 action(s) and / or proceeding (s) to the exclusion of all other courts.

34) **CONCILIATION & ARBITRATION:
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 **Functional Director**.

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

Where the claim including determination of interest, if any, being claimed 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 there under.

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

"The Seat and venue of Arbitration shall be at Bathinda".

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.

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.

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."

35) 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 appropriate value, i.e. Rs.100.00, with NFL within 10 days (Ten days) of receipt of the Letter of Intent by him. 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.

Contract agreement shall be duly signed on the date of signing / execution, by both the parties.

36) SIGNING OF INTEGRITY PACT:

All bidders shall sign the Integrity Pact as per the performa enclosed with the NIT which is an integral part of the tender documents, for all tenders having value of Rs. 1.00 crores and above, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder will not be accepted techno-commercially for opening of price bid and would be rejected. Details regarding the integrity pact can be viewed on our website www.nationalfertilizers.com. Bidder is requested to submit the signed copy of the integrity pact along-with their bid, with the signatures of witnesses. On receipt of the same with the bid, NFL representative shall sign the same and a copy shall be provided to the bidder.

37) ACTS AND RULES:

The contractor shall abide by following acts and rules framed there under or any modifications thereof or any other law relating thereto and rules made there under from time to time, in addition to provisions of the GENERAL Terms & Conditions of NFL Bathinda Unit.

- i) Contract Labour (Regulation & Abolition) act 1970.
- ii) Minimum Wages Act 1948.
- iii) Employees Provident Fund & Misc, Provisions act 1952.
- iv) Factories Act 1948.
- v) Employees Compensation Act 1923.
- vi) Industrial Disputes Act, 1947.
- vii) Payment of Wages Act, 1936.
- viii) Employees State Insurance Act, 1948.
- ix) Payment of Bonus Act, 1965.
- x) Punjab Labour Welfare Act, 1965

- xi) Equal Remuneration Act, 1976.
- xii) Child Labour (Prohibition & Regulation.) Act, 1986
- xiii) Any other Act & Rules framed thereunder by the State/Central Govt. from time to time.
- xiv) The contractor shall be required to possess a valid license for engaging labour from state labour department.
- xv) Employee's Pension Scheme 1995
- xvi) The workman's Compensation Act, 1923 (in the absence of coverage of employees under Employees State Insurance Act 1948)
- xvii) Punjab Labour Welfare Fund Act, 1965

(The above Acts are only illustrative and not exhaustive)

The contractor shall abide by all the Laws/Acts/Rules/ Regulations and is required to discharge all other statutory obligations and maintain registers and records under the various Labour Laws/ Rules enacted and as amended by the Appropriate Government from time to time.

38) **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 him for the WORK. The CONTRACTOR shall furnish the PF code allotment Letter issued by the RPFCA 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 DLIS & administrative charges etc.

The Contractor must submit a statement in duplicate to 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.

The CONTRACTOR having PF code other than Bathinda should obtain PF sub code at Bathinda for the purpose of compliance in respect of deposit of Employer and Employee contributions of workers engaged by the CONTRACTOR for execution of their contract work in NFL, Bathinda.

39) **EMPLOYEE STATE INSURANCE**

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.

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- 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. He will also submit half yearly return of ESI.
- 40) **PROVISION OF PF NO.AND ESI CODE NO.**
- a) **Provident Fund Number:**
- Contractor should have his own PF Account Number and shall be responsible to deposit the PF contribution in respect of workmen engaged by him.
 - 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.
 - Contractor shall submit Annual Return in respect of all the workmen engaged by them with concerned RPF authorities with copy to HR Deptt.
 - After submission of the return, the contractor shall arrange PF slips in respect of the Contribution, issued by the RPF Authorities and will distribute to the concerned workers after intimation to the Executing Deptt and HR Deptt.
 - 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.
 - Employees Provident Fund Organization (EPFO) has launched online receipt of Electronic Challan cum Return (ECR). Contractor(s) are required to be registered and create their user ID and password and can upload the Electronic Return and the uploaded return data will be displayed through a digitally signed copy in PDF format. It will be available for printing also. The contractor(s) may choose to make the payment through internet banking of SBI or take a print out of the Challan and pay at any designated branch of State Bank of India (SBI). Copy of the said challan is to be submitted to HR Department for issuance of Certificate of Compliance (COC).
- b) **Employee State Insurance (ESI) No.**
- 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 HR Department.
 - It shall be responsibility of the Contractor to ensure Registration and issue of ESI cards to the workmen engaged by him, for availing medical facilities by the beneficiaries.
 - It shall be responsibility of the Contractor to submit ESI Return to the statutory authorities under intimation to HR Department.

- iv) 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.

41) **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 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.

In case the rates notified by the Central Govt. for any scheduled employment are less than the rates notified by the State Govt., in that case the Contractor shall be required to make the payment to the workmen at the rates notified by the State Govt.

42) **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.

- 43) 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.

- 44) The Company will not be responsible for any injury sustained by the workers of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contract and his workers. All liabilities arising out of any provision of Labour Acts / Enactments 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.

- 45) 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

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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.

46) **LABOUR WELFARE FUND:**

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

47) 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.

48) **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 Licence 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 under Annexure-V

49) On expiry of the contract, the contractor shall be required to submit the following certificates along with final bill as per Annexure-XIII:

- i) "It is certified that I/We have made all payments towards wages as defined under the Payment 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.NFB/INST/ARC/2022-23, dated -----
- ii) It is 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/wage Payment Register sheets for execution of the above work.
- iii) It is also 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"

50) It is understood by the contract 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 claims/damages to which the Owner is entitled under the contract or in the course of Law.

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- 51) Contractor 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.
- 52) 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.
- 53) **MSMED ACT:**
Micro & Small Enterprises participating in the tendering process are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012.

In Case bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act 2006, the same is to be confirmed by the party and submit a photocopy (self-certified) of the registration certificate in support thereof under declaration form-II.

Further, works contract are not covered under MSMED Act. Works contract means wherein transfer of property in Goods involved in execution of such contract, i.e., wherein both material and services are involved. (This is a works contract)

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

GENERAL TERMS & CONDITIONS

SECTION-II

COMMERCIAL TERMS

- 1) The Tenderer should make a deposit of **₹1,00,000/- as Earnest Money and ₹1000/- as Tender Fees** by a Demand Draft / Banker's Cheque, 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 other 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.
- 2) **TAXES AND DUTIES**
 - a) The rates to be quoted by the bidder must be inclusive of all duties, taxes but **EXCLUDING** GST as applicable on the present contract. GST, if applicable for the work under the present contract, shall be reimbursed by NFL, and contractor shall charge the same in their bill.
 - b) 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.
 - c) The rates quoted will be firm for the currency of the contract period and will not be subjected to escalation irrespective of any increase whatsoever. The rates quoted for materials, if any, are F.O.R. NFL, Bathinda and are inclusive of all taxes i.e. No GST will be paid as extra on the material.
 - d) Liability of NFL shall be restricted to the amount of GST only, and any interest / penalty etc. shall be to the contractor's account.
 - e) As per GST Law, normally the liability towards payment of GST lies with the service provider, so NFL is not liable for any non-compliance of the GST Law by the tenderer. However, in case the liability towards payment of GST, on services notified under the GST Law, lies with service receiver under Reverse Charge Mechanism (RCM), the Company (NFL) shall comply with the same as the service receiver.
 - f) 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 and / 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 so as to avail ITC by NFL.
 - g) GST, as applicable for the work under the contract shall be reimbursed by NFL after GST Invoice is uploaded on GST portal through GSTR-1.
 - h) 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.
- 3) **SUBMISSION OF MONTHLY/FINAL 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 @ 1% of the billed amount or Rs.5,000/- (whichever is lower)

plus GST as applicable thereon, for every month of delay or part thereof subject to minimum of Rs.1000.00 + GST shall be recovered from the bill.

4) **SECURITY DEPOSIT**

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 10 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD. In case party does not deposit ISD within 10 days of the issue of LOI/WO, the same shall be recovered from party's 1st month's bill along with an interest @ prevailing SBI – 1 year MCLR plus 1% for the complete month from the date of issue of LOI/WO.

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 obtaining "No objection certification" from executive department after expiry of Defect Liability Period.

OR

The 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 fulfilment of the contract. The Bank Guarantee should be valid for a period of **15 months (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 vendor / contractor.

The vendor / Contractor shall also arrange to send BG advice(including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e. ICICI Bank Ltd, K1, 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 as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/IFN 767 COV

5) **TERMS OF PAYMENT:**

- a) Contractor shall submit bill in triplicate to the Instrument 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.
- b) Payment of monthly running account bill shall be made after making necessary recoveries as per contract **within 30 days after receipt of bill by NFL complete in all respects.**
- c) Payment of final bill shall be released **within 60 days after receipt of bill by NFL completed in all respects.**

- d) Statutory deductions on account of TDS-Income Tax as per Income Tax Act, TDS/TCS-GST where ever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source, etc. shall be made from all payments due and to be made at the time of release of payment 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) Payment of security deposit deposited/deducted from the bills shall be released after completion of job and expiry of defect liability/performance period.
- f) The contractor has 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-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.
- 6) **BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE CESS ACT, 1996 (Wherever applicable)**
- Wherever, Civil Work is carried out by the CONTRACTOR/Sub CONTRACTOR, the CONTRACTOR /Sub CONTRACTOR is required to register themselves, maintain registers and records and to discharge all other statutory obligations as per provisions under the Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 & the Building and other Construction Workers Welfare Cess Act, 1996 and the Rules enacted there under by the appropriate government i.e. Central /State from time to time.
- Levy and collection of CESS not exceeding 2% but not less than 1% of the cost of construction incurred by an employer. (at present the rate of CESS is 1%), assessment of cess.
- 7) **PENALTY:**
- The contract period for the entire work as defined in Technical specifications. If there is any delay in the final completion of the work at any job site or specific works in respect of which a separate progress Schedule has been established, beyond the final completion of the work or works aforesaid at the job site as stipulated in the Progress Schedule, the owner shall (without prejudice to any other right of owner in this behalf) be entitled to recover liquidate damages for the delay at 1% (one percent) of the total contract value **plus GST as applicable thereon** for each week or part thereof that the work remains incomplete beyond the scheduled date of final completion for the work or works, as the case may be at the job site, subject to a maximum of 10 % (ten per cent) of the total contract value **plus GST as applicable 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.
- 8) **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. Such extension shall not attract LD Charges as mentioned above in the NIT.
- 9) **FORFEITURE OF EMD**
- a) In case where a tenderer fails to commence the work awarded to him, the earnest money will be forfeited.
- b) In case the tenderer backs out or refuses to accept the work order during validity of tender or commits breach of contract, party including its partners shall be liable for black-listing /

delisting/ / debarring from tendering process of NFL for a period of one or two years in all units / offices as per NFL's rules & regulations apart from forfeiture of earnest money deposit.

- c) If the Bidder withdraws or varies its Bid during the period of Bid validity;

10) **RISK AND COST**

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 three-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% plus applicable GST thereon to the Contractor.

- 11) 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.

- 12) 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.10** of Section II Commercial of the General Terms and Conditions.

13) **DEFECT LIABILITY PERIOD**

Defect liability period of works unless otherwise specified shall be 03 (Three) months (or as specified) 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.

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

उपकरण विभाग

Ref. No. NFB/INST/ARC/2022-23

Dated: 16.03.2022

Name of the Work: ARC of Instrument Maintenance jobs for the year 2022-23.

ANNEXURE-XIII

On expiry of the contract, following CERTIFICATES are to be submitted by the contractor on his letterhead along with final bill

It is certified that:

- a) "I/We have made all payments towards wages as defined under the Payment 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. NFB/INST/ARC/2022-23,dated -----
- b) "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/wage Payment Register sheets for execution of the above work.
- c) 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"

NO CLAIM CERTIFICATE

Received from M/s. National Fertilizers Limited, Bathinda Unit, Bathinda full and final payment towards settlement of all dues, claims and demands whatsoever in respect of work done including extra work done pursuant to or in accordance with the contract / work order No.NFB/INST/ARC/2022-23,dated ----- between M/s. _____ and M/s. National Fertilizers Limited, Bathinda Unit, Bathinda and no sums whatsoever are now due and payable in respect thereof by M/s. National Fertilizers Limited, Bathinda Unit, Bathinda to M/s. _____. It is also confirmed that all the deductions made from our payments received from M/s. NFL Bathinda Unit, Bathinda are found in order and acceptable towards full and final settlement of our account with M/s. NFL Bathinda Unit, Bathinda against the said work order.

Seal & Signature of the Contractor

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003
उपकरण विभाग

Ref. No. NFB/INST/ARC/2022-23

Dated: 16.03.2022

Name of the Work: ARC of Instrument Maintenance jobs for the year 2022-23.

ANNEXURE-XIV

CISF GATE PASS CLEARANCE

Certified that M/s. _____ have deposited gate passes issued against work order No.: NFB/INST/ARC/2022-23, dated ----- for ARC of Instrument Maintenance jobs for the year 2022-23. All gate passes have been deposited by the contractor. Nothing is outstanding against this party as far as this work order is concerned.

Seal & Signature of the Contractor

Authorized signatory of CISF

ANNEXURE-XV

SPECIAL TERMS & CONDITIONS

Performance Security Deposit

1. The Security Deposit shall be 3% of total Contract/Work order value which is required to be deposited within 10 days of issue of Letter of Intent (LOI)/Work order (WO) by the successful tenderer, instead of 10% of the contract/work order value i.e. 2.5% as initial Security Deposit (ISD) plus balance SD @ 7.5% from each bill and the final bill so as to make the total security deposit as 10% of the Contract/Work order value mentioned under clause No 4 of General Terms and Conditions Section-II .

In case party does not deposit above said SD within 10 days of the issue of LOI / WO, the same shall be recovered from party's 1st month's bill along with an interest @ prevailing SBI-1 year MCLR plus 1% for the complete month from the date of issue of LOI/WO.

2. Other terms and conditions relating to Security Deposit mentioned in the tender documents shall remain same / unaltered.

Technical Terms & Scope of work

ESCALATION

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.

In case of escalation on-account of hike in minimum wage rate of Un-Skilled worker by Punjab/Centre govt. as applicable; contractor shall absorb 5% increase and the escalation on-account of increase in the minimum wage rate of Un-Skilled worker (beyond 5%) shall be compensated/reimbursed to contractor as per formula indicated below:

$$\text{Billed Amount} \times 0.65 \times \{ \text{Applicable Escalated Minimum Wage Rate of Un-Skilled worker} - (1.05 \times \text{Minimum Wage Rate of Un-Skilled worker as on the date of opening of Technical Bid}) \}$$

Minimum Wage Rate of Un-Skilled worker as on the date 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.

In case, minimum wage rate (as on date of opening of technical bid) is revised subsequent to the submission of bid by the tenderer, the un-revised/pre-revised wage rate as on the date of opening of technical bid shall be considered and form the basis for calculation of escalation. In other words, for the purpose of calculation of escalation, the escalated/revised minimum wage rate shall be considered from the date of notification.

“SCOPE OF WORK AND JOB SPECIFICATIONS”

ITEM NO. 1

Removal of level gauges (any type) from equipment at any elevation & placing at a safe place on the ground. The gauge may be of any length and any rating.

ITEM NO. 2

Fixing of level gauges (any type) on equipments at any elevation. The gauge may be of any length and any rating. Preparation of gasket and cleaning of nuts & bolts with rustolene will be in contractor scope. However, NFL will provide un-cut gasket sheet or readymade gasket, if available.

ITEM NO. 3

Transportation of level gauges (any type) from plant to workshop (including loading/unloading) or vice versa. The gauge may be of any length and any rating. Contractor to arrange his own means of transportation.

ITEM NO. 4

Removal of level switches from equipments at any elevation irrespective of rating and placing at a safe place on the ground. The job includes removal of wiring, cable gland, pneumatic tubing along with old mounting arrangement. The job also includes transportation from site to work shop/ stores.

ITEM NO. 5

Fixing of level switches on equipments at any elevation irrespective of rating. Preparation of gasket, cleaning of nuts & bolts with restolene. Job including wiring connection, glanding, tubing along with fabrication of new mounting plate will be in contractor scope. However, NFL will provide un-cut gasket sheet.

ITEM NO. 6

Removal of level trols from equipments at any elevation & placing at a safe place on the ground. The level trols may be of any length and any rating.

ITEM NO. 7

Fixing of level trols on equipments at any elevation. The level trols may be of any length and any rating. Preparation of gasket, cleaning of nuts & bolts with rustolene will be in contractor scope. However, NFL will provide un-cut gasket sheet.

ITEM NO. 8

Transportation of level trols from plants to workshop (including loading/ unloading) or vice versa. The level trols may be of any length and any rating. Contractor to arrange his own means of transportation.

ITEM NO. 9

Removal of diaphragm seal type or ordinary differential pressure/pressure transmitters with or without capillary and/or from any elevation and placing on ground at a safe place. If electronic, it includes removal of termination & glanding/ if pneumatic, it includes tubing & regulator removal.

ITEM NO. 10

Fixing of diaphragm seal type or ordinary differential pressure/pressure transmitters, with or without capillary and/or at any elevation. If electronic, it includes cleaning of gasket surface, termination & glanding/ if pneumatic, it includes tubing & regulator fixing. NFL will provide required fittings, gaskets or cable glands.

ITEM NO. 11

Transportation of diaphragm seal type or ordinary differential pressure/ pressure transmitters, with or without capillary from plant to workshop (including loading/unloading) or vice versa. Contractor to arrange his own means of transportation.

ITEM NO. 12

Removal of diaphragm seal type pressure/DP gauges at any elevation.

ITEM NO. 13

Fixing of diaphragm seal type pressure gauges/DP gauges at any elevation. Cleaning of gasket surface and cleaning of nuts & bolts with restolene will be in the scope of contractor. NFL will provide required fittings, gaskets etc.

ITEM NO. 14

Transportation of diaphragm seal type pressure gauges/ordinary pressure gauges from plant to workshop or vice versa. Contractor to arrange his own means of transportation.

ITEM NO. 15

Removal of pressure switches at any elevation. The job includes removal of wiring, cables glands, pneumatic tubing along with old mounting arrangements. The job also includes transportation from site to work shop/ stores.

ITEM NO. 16

Installation of pressure switches at any elevation. Job includes wiring connection, glanding, tubing along with fabrication of new mounting plate.

ITEM NO. 17/18

Removal of glass tube type rotameter/magnetic type rotameter from any elevation & placing at a safe place on the ground irrespective of size & rating.

ITEM NO. 19/20

Fixing of glass tube type rotameter/magnetic type rotameter at any elevation (irrespective of size & rating). preparation of gasket/cleaning of gasket surface will be in contractor scope. However, NFL will provide un-cut gasket sheet.

ITEM NO. 21

Transportation of rotameters (any type) from plant to workshop (including loading/unloading or vice versa (irrespective of size & rating). Contractor to arrange his own means of transportation.

ITEM NO. 22

Removal of any type of flow meters including vortex/electromagnetic/ oval/ turbine or mass flow meter.

ITEM NO. 23

Fixing of any type of flow meters including vortex/electromagnetic/oval/ turbine or mass flow meter. Preparation of gasket & cleaning of gasket surface will be in contractor scope. However, NFL will provide un-cut gasket sheet.

ITEM NO. 24

Transportation of any type of flow meters including vortex/turbine/ oval/electromagnetic or mass flow meter irrespective of size & pr rating from plant to workshop or vice versa. Contractor to arrange his own means of transportation.

ITEM NO. 25

Removal of orifice plate (of any rating) from flange assembly.

ITEM NO. 26

Fixing of orifice plate (of any rating) at flange assembly complete with insertion of line gaskets. Preparation of gasket/cleaning of gasket surface will be in contractor scope. However, NFL will provide un-cut gasket sheet.

ITEM NO. 27

Removal of all the required accessories & power cylinders from supports. Job includes disconnecting necessary air connections.

ITEM NO. 28

Mounting of all the required accessories & power cylinders on proper supports. Job includes provision of necessary air connections. NFL will provide required fittings and tubing.

ITEM NO. 29

Transportation of power cylinders from plant to inst. workshop or vice versa. Contractor to arrange his own means of transportation.

ITEM NO. 30

Shifting of empty or filled calibration gas cylinders of any capacity from stores to analyzer rooms in the plant or vice versa. Contractor to arrange his own means of transportation.

ITEM NO. 31

Removal of thermocouple alongwith thermowell & disconnection of termination.

ITEM NO. 32

Removal of thermocouple (including reformer/metal temperature) without thermowells & disconnection of termination.

ITEM NO. 33

Fixing of thermocouple with thermowells. cleaning of gasket surface, glanding & termination is in the scope of contractor. NFL will provide required cable glands and gasket.

ITEM NO. 34

Fixing of thermocouple (including reformer/metal temperature) without thermowells. Cleaning of gasket surface, glanding & termination is in the scope of contractor. NFL will provide required cable glands and gasket.

ITEM NO. 35

Removal of weephole probes of urea reactor after disconnecting cable.

ITEM NO. 36

Fixing of weephole probes of urea reactor. Job includes cable glanding & termination. NFL will provide required cable glands and gasket.

ITEM NO. 37

Laying of tubing on trays/ducts or angles. Job includes clamping, identification, jointing, connecting at either end & leak testing. NFL will provide required fittings, tubing etc. aluminium strips and screws for clamping is in the scope of contractor.

ITEM NO. 38

Removal of tubing from trays/ducts or angles after disconnecting from instruments (if reqd.)

ITEM NO. 39

Laying of GI pipe of any rating with all fittings. Job involves required cutting, bending, thread cutting, supporting as required. Necessary equipment for thread cutting is to be arranged by the contractor. NFL will provide required fittings and GI pipe. Clamping is in the scope of contractor.

ITEM NO. 40/41/42

Fabrication & laying of ss/alloy steel/carbon steel impulse lines/air header etc. job involves required cutting, fitting, installation of isolation valves, clamping/supporting on proper supports. NFL will provide pipes, pipe fittings, isolation valve. If welding job is involved during pipe laying, the payment for welding joints shall be made as per item no. 44. Scaffolding, if required, shall be arranged by the contractor.

ITEM NO. 43

Removal of impulse line of carbon steel/gi/alloy steel/ss. job includes cutting of impulse line, removal of isolation valve either by gas or hacksaw blade as required. Hacksaw blade and gas cutting equipment is in the scope of contractor. Scaffolding, if required, shall be arranged by the contractor.

ITEM NO. 44

Welding including edge preparation of pipes/pipe fittings/isolation valves/ flanges of cs/ss/alloy steel of any rating. welding equipment and welding electrodes will be in the scope of contractor.

ITEM NO. 45

Straight welding including edge preparation of MS/SS plates upto 6mm thickness. Welding equipment and welding electrodes will be in the scope of contractor.

ITEM NO. 46

Straight gas/electric cutting including edge preparation of MS/SS plate upto 10mm. Necessary cutting equipment to be arranged by the contractor.

ITEM NO. 47

Panel cutting job includes hacksaw cutting, edge preparation to make the cut out suitable for instrument to be installed at control panels in control room. Cutting tools including blades etc. will be in the scope of contractor.

ITEM NO. 48

Fabrication of blanking plates for the existing panel cut out. job involves hacksaw cutting of steel plate (upto 5mm thickness), its edge preparation to make the cut out suitable for instrument to be installed at control panel. Filling the gap with putty and surface finishing. Single coat of primer and grey paint on both sides (to match the colour of control panel) to be provided. Cutting tools including blades, primer and paint will be in the scope of contractor.

ITEM NO. 49

Fabrication of supports for instruments from angle irons/flats/channels or pipes, of any size. hardware items like angle irons/flats/channels or pipes will be provided by NFL.

ITEM NO. 50

Fabrication & erection of covers, canopies or shades including supporting frame for instruments as per sketch/drawing from MS/GI/Aluminium sheet (upto 3 mm thick). Hardware items shall be covered with single coat of primer. the primer shall be in the scope of contractor. Angle iron/flats/ MS/GI/Aluminium sheets will be provided by NFL.

ITEM NO. 51

Removal of one set (consisting of 2 nos.) of bearings from fine & coarse feed shutters of bagging machines. Job may need gas cutting of jammed bearing and polishing of shaft as per requirement for installation of bearing. Gas cutting equipment to be arranged by the contractor.

ITEM NO. 52

Installation of one set (consisting of 2 nos.) of bearings for fine & coarse feed shutters of bagging machines. NFL will provide the bearings.

ITEM NO. 53

Removal and fixing back of bird beak assembly of bagging machines. Job includes removal & fixing of tubing connection, electrical termination and glanding.

ITEM NO. 54

Removal & installation of casing of bagging machines. Job includes removal of all the pneumatic connections/pneumatic cylinders, terminations and solenoid valves to remove the casing and place it on the ground floor. Installation job includes placing of new casing on the first floor, installation of power cylinders, solenoid valves, and connections of the pneumatic tubings, re-routing of inst. air supply, termination and glanding of cables.

ITEM NO. 55/56

Removal of control valve (including globe, gate, angle) from pipe line at any elevation and placing it on the nearest safe place. scaffolding, chain pulley block with sling and d-cycle, if required, shall be arranged by the contractor.

ITEM NO. 57/58

Removal of control valve (including ball, butterfly) from pipe line at any elevation and placing it on the nearest safe place. Scaffolding, chain pulley block with sling and d-cycle, if required, shall be arranged by the contractor.

ITEM NO. 59/60

Transportation of all types of control valves (including globe, gate, angle, butterfly, dopo, dopc valves etc.) from field (at any elevation) to inst. workshop or vice versa, from stores to inst. workshop/plant or vice versa. Means of transportation to be arranged by the contractor.

ITEM NO. 61/62

Fixing of control valve (including globe, gate, angle) on the pipe line at any elevation, from the nearest safe place. Preparation of gasket/ cleaning of gasket surface will be in contractor scope. However, NFL will provide un-cut gasket sheet. Scaffolding, chain pulley block with sling and d-cycle, if required, shall be arranged by the contractor.

ITEM NO. 63/64

Fixing of control valve (including ball, butterfly) on the pipe line at any elevation, from the nearest safe place. Preparation of gasket/cleaning of gasket surface will be in contractor scope. However, NFL will provide un-cut gasket sheet. Scaffolding, chain pulley block with sling and d-cycle, if required, shall be arranged by the contractor.

ITEM NO. 65

Removal of control valve from bonnet, removal of trim & cage, removal of bottom flange & refixing properly in position after repair, at any elevation. Preparation of gasket, cleaning of gasket/gland surface, providing gland packing will be in contractor scope. However, NFL will provide un-cut gasket sheet and gland packing. Scaffolding, chain pulley block with sling and d-cycle, if required, shall be arranged by the contractor.

ITEM NO. 66

Removal of DOPO/DOPC valves including removal of accessories & signal tubes and placing at nearest safe place.

ITEM NO. 67

Fixing of DOPO/DOPC valves including fixing of signal tube & accessories. Preparation of gasket will be in contractor scope. However, NFL will provide un-cut gasket sheet.

ITEM NO. 68

Repair of DOPO/DOPC valves (replacement of bottom diaphragm, repair of actuator, stroke checking and pressure testing). Job includes removal, overhauling & refixing in line if required. Diaphragm and un-cut gasket sheet will be provided by NFL. However preparation of gasket will be in contractor scope.

ITEM NO. 69

Removal and installation of control valve accessories such as pilot valve, vol. booster, I/P converter, air regulator, limit switches, solenoid valve etc. this includes air tubing connections, elect. connections after mounting it on the control valve actuator. NFL will provide required fittings & tubings.

ITEM NO. 70

Overhauling and greasing of handwheel assembly of control valve. NFL will provide required grease.

ITEM NO. 71

Inspection of control valve diaphragm. job includes removal & refixing of actuator diaphragm. If the diaphragm needs replacement, NFL will provide the same.

ITEM NO. 72/73

Repair & overhauling of control valve (including globe, gate, angle, ball, butterfly). The job in general involves changing of gland packing, valve gaskets, checking actuator operation, lapping of plug & seat to eliminate dents and spots and/or replacement of valve trim at site or in workshop as per decision of engineer incharge. Job also includes hydraulic test at 1.5 times the working pressure. NFL will provide gland packings, uncut gasket sheet and spare trim, if required.

ITEM NO. 74

Installation of electrical/pneumatic junction boxes. job involves fabrication of desired holes in the junction boxes for mounting of glands and fittings, fixing of supports on structure or wall as applicable by cutting/welding or drilling etc, if required. NFL will provide required hardware items for fixing of supports. However, cutting welding/drilling equipment is to be arranged by the contractor.

ITEM NO. 75

Removal of electrical/pneumatic junction boxes. Job involves removal of supports from structure or wall by cutting/welding or drilling etc, if required. Cutting/welding/drilling equipment is to be arranged by the contractor.

ITEM NO. 76

Laying of multicore pvc tube (upto 12 cores) bundle (armoured) of pvc tube of size 6x4mm. The job includes supporting, clamping & dressing of cables on trays or angle irons, glanding at both ends, identification of cores. NFL will provide required cable glands. Clamping material will be in the scope of contractor. Clamps will be provided at a distance of 2 feet. Job includes transportation of cables from storage place to site, return of unused cable and empty cable drums to stores, if required.

ITEM NO. 77

Removal of multicore pvc tube bundle (armoured) of PVC tube of size 6x4mm (irrespective of no. of cores). The job includes, unclamping from trays or angle irons, opening of cable glands at both ends, identification of cores. Job includes transportation of cables to storage place from site, winding of removed cable on empty cable drums, if required.

ITEM NO. 78

Assistance for the calibration of 60mt road weigh bridge. For shifting & placement of standard weights on road weigh bridge, one rigger & two helpers are considered necessary and job is likely to be completed in approx. two days (with normal eight working hours per day). Hydra shall be provided by NFL for lifting the standard weights above 100kg. Necessary transportation shall be provided, if required.

ITEM NO. 79

Laying of cable trays inside the fabricated angle frame at any elevation on proper supports including fabrication and erection of supports, any cutting/welding or clamping with screws etc. job also includes transportation of material from storage place to site. Aluminium sheet/ aluminium strips and screws for clamping will be in the scope of contractor. Clamps will be provided at a distance of 2 feet. Scaffolding, if required, shall be arranged by the contractor.

ITEM NO. 80

Removal of cable trays at any elevation from supports including any cutting/ welding or unclamping with screws etc. job includes transportation of material from site to storage place.

ITEM NO. 81

Laying of signal, power or thermocouple extension cables (armoured) with conductor size upto 2.5 sq.mm. Job includes supporting, clamping, dressing of cables on cable trays/angle irons & glanding at both ends. Material required for clamping & dressing of cables will be in the scope of contractor. Clamps are to be provided at a distance of 2 feet. Job includes transportation of cables from storage place to site, return of unused cable and empty cable drums to stores, if required.

ITEM NO. 82

Removal of signal, power or thermocouple extension cables (armoured) with conductor size upto 2.5 sqmm (irrespective of no. of cores). Job includes, unclamping from trays or angle irons, opening of glands at both ends. job includes transportation of cables to storage place from site, winding of removed cable on empty cable drums, if required.

ITEM NO. 83

Erection of scaffolding for exclusive NFL use, complete with working platform of 1 mtr. width at various heights & dismantling thereafter. All the required material has to be arranged by the contractor.

ITEM NO. 84

Servicing & overhauling of chlorinators including ejector, rotameter tube & controller.

ITEM NO. 85

Removal & refixing of chlorinator hose pipe of length upto 10 mtr.

ITEM NO. 86

Disconnection & connection of chlorine cylinders to chlorinators. Job involves disconnecting exhausted chlorine cylinder and connecting a fresh cylinder.

ITEM NO. 87

Opening, making gap in flanges and boxing up of the same after replacement of gasket, for any size and rating. Preparation of gasket will be in contractor scope. However, NFL will provide un-cut gasket sheet.

ITEM NO. 88

Removal/fixing of control panels with panel instruments. Job includes removal/fixing of instruments/wiring/tubings/instrument air header etc. hacksaw cutting/gas cutting can be allowed wherever considered necessary by engineer incharge. All material shall be shifted to workshop/ stores/scrap yard or vice versa, as per instructions of engineer incharge. Contractor has to arrange own means of transportation.

ITEM NO. 89/90/91

Job consists of surface cleaning by hand/brush/emery paper/water cleaning to remove all rust, dirt scales, smoke splashes, grease, oil & foreign materials from the surfaces where paint is to be applied. All old paint shall be removed with scrapper or wire brush & finally rubbed with emery paper, to make the surface smooth and dry, before application of paint at control valves/power cylinders in various sections of plant and instrument workshop. only single coat of red oxide zinc chromate & two coats of synthetic enamel paint are required. Supply of paint/ thinner/primer is in the scope of contractor. All the tools & tackles (i.e spray gun/brush) and consumables (emery paper/insulation tape/paper) are to be arranged by the contractor.

ITEM NO. 92.10

Contractor shall arrange to note down the tag no.'s written on the panel before start of job. all the instruments/push buttons/lamps/false ceiling etc. are to be covered with papers. all the gaps inside the panel shall be filled with putty & the surface to be made smooth before painting. colour of panel shall be matched as

per the original colour. Job consists of surface cleaning by hand/brush/emery paper/water cleaning to remove all rust/dirt/smoke splashes/grease/oil/foreign materials from the surfaces where paint is to be applied. all old paint, shall be removed with scrapper or wire brush & finally rubbed with emery paper, to make the surface smooth and dry, before application of paint at control panels in various sections of plant and instrument workshop. Single coat of red oxide zinc chromate & two coats of synthetic enamel paint are required. Supply of paint/thinner/ primer is in the scope of contractor. all the tools & tackles (i.e spray gun/ brush) and consumables (i.e emery paper/insulation tape/papers etc.) are to be arranged by the contractor. After the spray painting, papers from instruments to be removed and proper cleaning of instruments & control room is in the scope of contractor. Tag writing on control panels or any other equipment is to be done by the contractor. TAG CONSISTS OF MAXIMUM 15 LETTERS (INCLUDING CHARACTERS).

ITEM NO. 92.20~92.40

Job consists of writing tag with paint (letter size as specified in sub-items schedule of quantities) on control panels or any other equipment/instrument. TAG CONSISTS OF MAXIMUM 15 LETTERS (INCLUDING CHARACTERS).

ITEM NO. 92.50

Job consists of surface cleaning either by hand/brush/emery paper/water cleaning to remove all rust/dirt/smoke splashes/grease/oil/foreign material from the surface where paint is to be applied (to make the surface smooth and dry, before application of paint) at any support/ plate/structure (including platform of weigh scales/weighbridges etc.) in various sections of plant and instrument workshop. Single coat of red oxide zinc chromate & two coats of synthetic enamel paint are required. Supply of paint/thinner/ primer is in the scope of contractor. All the tools & tackles (i.e spray gun/brush) and consumables (i.e emery paper etc.) are to be arranged by the contractor.

ITEM NO. 93

Job consists of surface cleaning by hand/brush/emery paper/water cleaning to remove all rust/dirt/grease/oil to make the surface smooth and dry, before application of paint at hexagonal weights in main stores and/or instrument workshop. Single coat of red oxide zinc chromate & two coats of synthetic enamel black paint are required. Supply of paint/thinner/primer is in the scope of contractor. all the tools & tackles (i.e spray gun/brush) and consumables (i.e emery paper/ insulation tape/papers etc) are to be arranged by the contractor.

ITEM NO. 94

Opening of Ultrafilter chamber of any size/rating to take out its filter. After cleaning and drying of filter surface, boxing up the filter in Ultrafilter chamber with new gasket. Preparation of gasket surface and gasket will be in contractor scope. However, NFL will provide uncut gasket sheet.

ITEM NO. 95.10

Upkeeping & cleaning of various instrument panels and equipments/instruments installed in different plants* for reliable and trouble free operation including assistance in maintenance jobs of intermittent nature during normal running of plant, by deputing semiskilled workers. However contractor shall further supplement the manpower in case of job requirement, without any additional charge.

* **AMMONIA PLANT:** Minimum 3 Semiskilled workers will be deployed on all working days for carrying out above jobs.

* **UREA PLANT:** Minimum 2 Semiskilled workers will be deployed on all working days for carrying out above jobs.

* **STEAM GENERATION PLANT:** Minimum 1 Semiskilled worker will be deployed on all working days for carrying out above jobs.

***CAPTIVE POWER PLANT/ GTG:** Minimum 1 Semiskilled worker will be deployed on all working days for carrying out above jobs.

***INST. WORKSHOP:** Minimum 2 Semiskilled workers will be deployed on all working days for carrying out above jobs.

***CENTRAL SHIFT (INCLUDING BAGGING SHIFT):** Minimum 1 Semiskilled worker in each shift on round the clock basis (on All Week Days) will be deployed for carrying out above jobs.

ITEM NO. 95.20

Job involves supply of unskilled casual labours for assistance during ATA/short shutdown/unforeseen breakdowns as per instructions of engineer-incharge (inst).

ITEM NO. 95.30

Job involves supply of various categories of manpower as specified in sub-items of schedule of quantities during shut down/unforeseen breakdown/other exigencies as per instructions of engineer-incharge (inst). Electrician, welder, gas cutter, rigger & fitter should have basic tools with them. NFL, as defined elsewhere, will supply special tools & tackles.

ITEM NO. 96.10

Job involves supply of semiskilled casual labours for ASSISTANCE AS OVERTIME during ATA/short shutdown/unforeseen breakdowns as well as during normal running of plant.

ITEM NO. 96.20

Job involves supply of unskilled casual labours for ASSISTANCE AS OVERTIME during ATA/short shutdown/unforeseen breakdowns.