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NOTE: -

Contractors are requested to see that all the paper of tender document issued to them are intact as per above Index.

नेशनल फर्टिलाइजर्स लिमिटेड

नंगल यूनिट

NATIONAL FERTILIZERS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

CIVIL ENGINEERING DEPARTMENT

NANGAL UNIT, DISTT. RUPNAGAR (PB) –140126

Ph. No. 01887-222574, Fax No. 01887-220541, e-mail: mngoyal@nfl.co.in; rajesh.kumar@nfl.co.in

Ref. No. NFL/NGL/C/607/2022/

Date :

To

M/s.
.....
.....

Subject: Tender Documents for the work: "ARC for Misc. Wood Work Jobs at Township and Factory Area during the Year 2022-23."

Sir,

Please find enclosed NIT reference no. NFL/NGL/C/607/2022/04 Dated: 29.08.2022, for necessary action.

Thanks,

Yours faithfully,

For and on behalf of NFL

(Rajesh Kumar)
Sr. Manager (Civil)

Encl. As Above.

एनआईटी की नकल / COPY OF NIT
ओपन टेंडर इंकवायरी (OTE) के माध्यम से जारी
RELEASED THROUGH OPEN TENDER ENQUIRY (OTE)

नेशनल फर्टिलाइजर्स लिमिटेड, नंगल यूनिट : नया नंगल
NATIONAL FERTILIZERS LIMITED, NANGAL UNIT, NAYA NANGAL

Ref. NFL/NGL/C/607/2022/

Date: 29.08.2022.

टेंडर नोटिस न. एनएफएल/एनजीएल/सि/607/2022/04 / Tender Notice No. NFL/NGL/C/607/2022/04

निम्नलिखित कार्यों के लिए अनुभवी और वित्तीय रूप से सक्षम ठेकेदारों से सील बंद निविदा आमंत्रित की जाती है / Sealed tenders are invited from experienced and financially sound contractors for the following works:						
क्र.सं. / S.N.	कार्य का संक्षिप्त विवरण / Work Description	अनुमान (एस्टीमेट) लागत (₹.) / Est. Cost (Rs.)	निविदा दस्तावेजों की लागत / Cost of Tender Documents	निविदा दस्तावेजों की उपलब्धता / Availability of Tender Documents	निविदा दस्तावेजों की बिक्री की अंतिम तिथि / Last date for sale of Tender Documents	निविदाओं की प्राप्ति की तारीख / निविदाएं खोलने (लिफाफा नंबर 1 और 2) / Date of receipt of Tenders / opening of tenders (Envelope No. 1 & 2)
1	"वर्ष 2022-23 के दौरान टाउनशिप और फैक्टरी क्षेत्र में विविध लकड़ी कार्य के लिए एआरसी।" / "ARC for Misc. Wood Work Jobs at Township and Factory Area during the Year 2022-23."	Rs. 39.36 Lakhs	Rs. 750/-	एन.एफ.एल. वेबसाइट / सीपीपी पोर्टल या सीनियर मैनेजर (सिविल) के कार्यालय / NFL Website / CPP Portal or Office of Sr. Mgr. (Civil)	11.10.2022 up to 4:00 P.M.	12.10.2022 up to 03:00 P.M. / 03:30 P.M.
पात्रता मानदंड / मूल्यांकन मानदंड और आवश्यक दस्तावेज, हमारी वेबसाइट www.nationalfertilizers.com पर "निविदा दस्तावेज" में देखें। / For eligibility / evaluation criteria and documents required to be submitted, refer "Tender Documents" at our website www.nationalfertilizers.com .						

महा प्रबंधक (ओ एंड एम)

नेशनल फर्टिलाइजर्स लिमिटेड

नंगल यूनित

NATIONAL FERTILIZERS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

CIVIL ENGINEERING DEPARTMENT

NANGAL UNIT, DISTT. RUPNAGAR (PB) –140126

Ph. No. 01887-222574, Fax No. 01887-220541, e-mail: mngoyal@nfl.co.in; rajesh.kumar@nfl.co.in

Ref. No.: NFL/NGL/C/607/2022/

Date :

To

M/s.

.....

.....

Subject: "ARC for Misc. Wood Work Jobs at Township and Factory Area during the Year 2022-23."

Dear Sir,

Sealed TENDERS are invited for the work as detailed below:

1)	Name of Work:	"ARC for Misc. Wood Work Jobs at Township and Factory Area during the Year 2022-23."
2)	Earnest Money: (Tender received without EMD is likely to be rejected) Note: Being Work Contract benefits of MSME shall not be applicable.	Tenderer to submit Earnest Money of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft / Banker's Cheque only, in favour of National Fertilizers Ltd, Naya Nangal payable at Naya Nangal/ Nangal. Cheques shall not be accepted in any case. If any case party submits Demand Draft for the bank other than SBI (N) and whose branch is not available in Nangal then his quotation shall be loaded with equal amount of Bank Charges, incurred by the NFL on realization of said DD, for common evaluation, after approval of GM (O&M). Alternatively the above amount(s) can also be transferred through NEFT/RTGS directly to NFL's Bank Account (SBI-CC No.11070992603, IFSC: SBIN 0000689, Branch: Naya Nangal) along-with intimation of Bank transfer reference number / UTR No. to be intimated to the Executive Deptt., through e-mail/letter.
3)	Cost of Tender Form: (Tender received without Tender Cost is likely to be rejected)	Tenderer to submit separately Rs. 750/- (inclusive of GST) in the form of Demand Draft/ Banker's Cheque only, in favour of National Fertilizers Limited, Naya Nangal payable at Naya Nangal as Tender cost. Cheque shall not be accepted in any case. Alternatively the above amount(s) can also be transferred through NEFT/RTGS directly to NFL's Bank Account (SBI-CC No.11070992603, IFSC: SBIN 0000689, Branch: Naya Nangal) along-with intimation of Bank transfer reference number / UTR No. to be intimated to the Executive Deptt., through e-mail/letter.
4)	Estimated Value of the work :	Rs. 39.36 Lacs (plus GST as applicable)
5)	Validity of Tender	04 (Four) Months / 120 days from the Date of Opening of Technical Bids.
6)	a) Validity / Period of Contract	12-Months from the date of schedule date of start of Contract and further extendable for three months at the sole discretion of NFL.
	b) Time of Completion:	12-Months , from the date handing over of site, as per NIT.
7)	Last date and time of Issue of Tenders:	11.10.2022 up to 16:00 Hrs.
8)	Last date and time of Receipt of Tenders:	12.10.2022 up to 15:00 Hrs.
9)	The date and time of Opening of Tenders:	12.10.2022 at 15:30 Hrs.
10)	Place of receipt and Opening of Tenders:	Office of Sr. Manager (Civil), NFL Nangal.

- 11) You may download the Tender Documents from Limited Tender Section of our Website www.nationalfertilizers.com. In case documents are downloaded directly from NFL's website, Demand Draft of **Rs. 750/-** payable at Naya Nangal should be submitted along with tender documents in envelope No 1. Parties are advised to visit NFL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.
- 12) Tender Documents may also be obtained from undersigned before due date of Tender submission on submission of Demand Draft of **Rs.750/-** payable at Naya Nangal towards cost of Tender Documents (Rs. 50.00 shall be charged extra for getting tender documents through Post).
- 13) All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing or in person during office hours (08:00 hrs. to 17:00 hrs.) on any working day, to Issuing Authority, G.M. (O&M) at least 7 (Seven) days prior to the closing date of the tender.
- 14) The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.
- 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**.
- 16) In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be acceptable.
- 17) The contractor shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of Rates.
- 18) National Fertilizers Limited reserves the right to issue /non-issue or reject tender documents of any party. However, where enquiries are made by the bidder, reasons for rejecting a tender or non-issuing a tender document will be disclosed to the prospective bidder.
- 19) **Incomplete Tenders or Tenders not accompanied with the required details / EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.**
- 20) **Submission of Tenders:**
 - i) No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
 - ii) Tenders should be submitted along with duly filled in 'Bid form' as given in the GTC.
 - iii) The tender will be divided in three parts:
 - a) Earnest money.
 - b) Technical and commercial bid
 - c) Price bid

The above three parts should be enclosed and **SEALED SEPARATELY IN THREE ENVELOPES** as follows and all the three envelopes shall be super scribed with

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

Envelop No. 1:

Will contain **Earnest Money** of amount specified in NIT in the form of DD/ Banker's cheque in favour of NFL Nangal UNIT, Payable at Nangal/ NayaNangal. This envelope should be super scribed "EARNEST MONEY".

Envelop No. 2:

Second sealed envelope superscribed "TECHNICAL AND COMMERCIAL BID" containing the following documents:

Signed copies of complete tender documents, including proforma for schedule of quantities WITHOUT prices as enclosed. Tenderer should sign each copy of these documents in token of acceptance of our terms and conditions.

Envelop No. 3:

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

a) The price bid should be submitted in duplicate, clearly inscribing the name of the tenderer in the prescribed proforma.

All the above three envelops should be placed in a single envelopesuper scribed NIT No.NFL/NGL/C/607 & Date of Opening of the tender.

21) **Opening of Tender :**

The Tender shall be opened as under:

Envelope No. 1:

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

Envelope No. 2:

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

Envelope No. 3:

Super scribed '**Price Bid**' shall be opened subsequently on the same day or at a later date, which shall be intimated to the Tenderers.

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

22.1 In case the parties are pre-qualified;

- a) Self-Attested copy of Permanent Account Number (PAN) from Income Tax Authorities.
- b) Self-Attested copy of Proof of PF Registration No. issued by PF department.
- c) Self-Attested copy of GSTIN, registration certificate No. issued by GST department.
- d) Self-Attested copy of ESI Registration No. along with documentary Proof.
- e) Declaration Forms I, II& III.
- f) An Affidavit in **original** on Non-judicial Stamp Paper of Rs.30.00 duly attested by Notary stating :
With reference to NIT No. _____ Dt. _____ of National Fertilizers Ltd., Naya Nangal for the work_____. I, _____ S/o Sh. _____ R/o _____ Proprietor / Partner / Authorized Representative of the firm M/s _____ do solemnly affirm and declare as under :-

- 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.

DEPONENT

VERIFICATION

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

DEPONENT

Place _____

Date: _____

- g) 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).

22.2 Incase the parties are not pre-qualified, their offer will be considered as per laid down pre-qualification criteria (Annexure-A);

Tenderer shall submit along with the tenders full particulars of their capacity, experience giving the list of similar jobs carried out by them during the last seven years, the complete address of organization for which such works have been executed and also substantiate their furnishing the copy of their credentials as per NIT. In the absence of these documents offer will not be considered.

- 23) Evaluation of offer shall be on overall L-1 basis.
- 24) This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
- 25) 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.
- 26) 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.
- 27) While submitting the offer, bidders may ensure that tender documents /offer has been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 28) One person will be allowed to represent only one company during discussion/negotiation with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 29) In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the party. NFL shall not own any responsibility on this account whatsoever.
- 30) 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.”
- 31) The Tender shall be addressed to GM (O&M) NFL, Nangal.

Thanking you,

Yours Faithfully,
For and on behalf of
M/s. National Fertilizers Limited,

General Manager (O&M)

Encl.: As Stated

ANNEXURE –1
(To be submitted in Envelope No. II)**DECLARATION FORM-I**

Tender No.: NFL/NGL/C/607/2022/

Date:

To,
GM (O&M)
National Fertilizers Limited
Naya Nangal

Subject: "ARC for Misc. Wood Work Jobs at Township and Factory Area during the Year 2022-23."

Dear Sir,

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of Contract for "ARC for Misc. Wood Work Jobs at Township and Factory Area during 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 to 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 all the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.

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

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

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

Thanking you
Yours faithfully
For M/s _____

(Signature of Contractor/Tenderer with SEAL)

Address: _____

Place: _____ Date: _____

ANNEXURE- II**(To be 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:

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

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

Place: _____

Dated: _____

Signature of the Contractor/ Tenderer with SEAL

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

Tender No.:NFL/NGL/C/607/2022/

Date:

To

GM (O&M)
National Fertilizers Limited
Naya Nangal

Subject: "ARC for Misc. Wood Work Jobs at Township and Factory Area during the Year 2022-23."

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 and 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& Conditions (GTC) and special/ Technical terms and conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the GTC & NIT without any reservation and shall abide by the same.</p>
3	<p><u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u></p> <p>With reference to your NIT No._____dated_____ and the tender documents displayed on your web site, we hereby submit our tender for the subject work.</p> <p>Since we have not purchased the tender document from your office and the tender documents have been down-loaded 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 Naya Nangal / Nangal towards the cost of tender documents.</p>
4	<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

NATIONAL FERTILIZERS LIMITED: NANGAL UNIT
NAYA NANGAL
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 quantities forming part of the tender documents. The amount for each item shall be worked out and entered and requisite totals be given for all items. The tenderer shall duly sign the tendered amount for the work entered in the tender.
 If there are differences found between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and the general summary, the same shall be adjusted in accordance with the following rules:
 - a) In case of duplicity of any item in the schedule of quantities, the lowest quoted rate of the contractor for such items will be operated in the contract.
 - b) If there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer, shall be taken as correct.
 - c) When the rate quoted by the tenderer in figures and words tallies but the amount worked out is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - d) When the amount of an item is not worked out by the contractor, or if it does not corresponds with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct.
 - e) In the event of any error occurring in the amount column of schedule of quantities as a result of wrong extension of unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - f) All errors in totaling in the amount column and in carrying forward total shall be corrected.
 - g) The total of various sections of schedule of quantities as amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance. Any rounding off in the schedule of quantities or in general summary, by the tenderer, shall be ignored.
- 3) The contractor as a token of acceptance of NIT terms and conditions shall sign all pages of NIT and annexures.
- 4) **DECLARATION OF TENDERERS RELATIONS WITH NFL EMPLOYEES:** Should a tenderer have a relation or in the case of a firm, one or more of its partners a relation or relations employed in NFL or in case of company any of its official or relations employed in NFL, the authority inviting tenders shall be informed of the fact at the time of submission of the tender. If so, the name, designation, department and E.No. of such employees be indicated failing which NFL may in its sole discretion reject the tender or rescind the contract. If any ex-employee(s) of NFL is/are employed with the tenderer, name, designation, department and E.No. of such employee(s) be indicated and if any ex-employee(s) of NFL is/are employed, after acceptance of tender, the said particulars shall also be intimated immediately in writing to NFL from time to time.
- 5) The following documents forming the contract are to be taken as mutually explanatory of one another and in case of discrepancy the following order of preference shall be observed:-
 - (i) Agreement
 - (ii) Work Order
 - (iii) Letter of intent
 - (iv) NIT
 - a) Technical scope of work
 - b) Engineering Specifications.
 - c) Special terms and conditions etc.
 - d) General Terms & Conditions
- 6) **Variations:** No variation of the clauses of this contract shall be valid unless made in writing and duly signed by both the parties. NFL shall not in absence of its specified written acceptance, be bound by any provisions in the tenderer's offer, forms of acknowledgement of contract & other documents which supports to this contract.

- 7) Not more than one tender shall be submitted by a contractor or by a firm of contractors. If they do so, all such tenders are liable to be rejected.
- 8) The tenderer shall certify that none of their group/sister concern/ partnership firm are participating in this tender. They will also submit an undertaking that in case of concealment of any facts, if detected later on the bidder along with group/ sister concern/ partnership firm participated in this tender NFL reserves its right to take action as per clause no. 46 of **GENERAL TERMS & CONDITIONS**.
- 9) **VALIDITY OF THE CONTRACT:**
- a) The Contract shall normally remain valid for a period of 12 months unless specifically mentioned in the documents, reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice of 7 days shall be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.
 - b) The contract can be extended at the same rates, terms & conditions for a period of **Three Months** at the sole discretion of NFL.
- 10) The contractor may have to carry out the work in running plant under prevailing conditions, and therefore:
- a) They may have to place their materials and equipment etc. at a place safe for working as per directions of the Safety Officer/ Engineer In charge, and nothing extra will be payable for any extra load involved in executing the works at different locations in Factory, Plants, Offices/Township.
 - b) There may be hold ups/interruptions on this account and further contractor may have to take extra precautions for working in factory premises, for which nothing extra shall be payable. However, time extension for hold ups/interruptions may be considered.
- 11) **PAYMENT FOR PREPARATION OF BID DOCUMENT:**
The bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

(Rajesh Kumar)
Sr. Manager (Civil)

NATIONAL FERTILIZERS LIMITED: NANGAL UNIT
NAYA NANGAL

GENERAL TERMS & CONDITIONS OF CONTRACT

1. 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.
2. Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job, pipe scaffolding material, structural material to contractor, if required free of charge, subject to availability.
3. Suitable Accommodation, if available, can be allotted to the Contractor as per the applicable rules & Regulations of NFL. However no accommodation will be provided for the Employees of the contractor. NFL may allot land for putting temporary Go-down / workshop for making storage, work site by the contractor, free of cost.
4. The contractor shall have to make his own arrangements for all Tools & Tackles Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all times by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.
The contractor shall not engage any employees below 18 and above 60 years of age.
5. Sub-Contracting of the job will not be allowed without prior permission of the Company (NFL).
6. If the Tenderer has relation whether by blood or otherwise with any of the employees of the NFL, the Tenderer must disclose the relations in the Form of Declaration attached, at the time of submission of tender failing which NFL shall reserve the right to reject the Tender or rescind the Contract.
7. **PAYMENT OF TAXES AND DUTIES**
- 7.1 The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but **excluding GST**. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.
- 7.2 The rates quoted for materials are F.O.R. Nangal Site and are inclusive of all taxes. No GST will be paid as extra.
- 7.3 Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to NFL's account. Any subsequent change in the rate of GST shall be to NFL's account during contractual period only.
- 7.4 The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. **except GST**.
 - a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NFL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.
 - b) NFL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.
 - c) Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which NFL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.
 - d) In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to NFL, then NFL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, NFL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on NFL.
- 7.5 Liability of NFL shall be restricted to the amount of GST only, and any interest / penalty etc. shall be to the contractor's account.

- 7.6 **Nature of Contract and Applicable GST Rates:** Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.

Nature of Contract (Supply of Goods or Services or both)/	Works Contract
Present Rate of GST	18%
100% liability of GST to be deposited with Govt. lies with:-	Service Provider <input checked="" type="checkbox"/> Or Service Receiver under RCM <input type="checkbox"/>

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

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

8 ESCALATION (Applicable for Labor supply Items only)

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

For item No. **NIL** of SOQ x 0.65 x (Applicable Revised Minimum Wage Rate – Applicable Minimum Wage Rate at the time of opening of technical bid)

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

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

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

- 9 Tenderer may ensure that tender documents / offer have been signed by appropriate / authorized representative of the company. Withdrawal of offer / non-acceptance of Work Order, placed on the basis of the offers submitted by Tenderer on their letter-head, will not be allowed on the ground that the offer was not signed by authorized person.
- 10 **THE FOLLOWING TENDERS WILL BE LIABLE TO SUMMARILY REJECTION:**
- 10.1 Tenders submitted by Tenderer who resort to canvassing.
- 10.2 Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete, in any respect.
- 10.3 Tender containing uncalled for remarks or any alternative additional conditions.
- 10.4 The company reserves the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all or any of the Tender without assigning any reasons.
- 11 **EVALUATION OF BIDS**
- While evaluating the bids for arriving at L-1 status and award of contract, the amount of GST as applicable as per GST Act as amended from time to time and rules notified by Central Govt. shall be considered.
- 12 If tenderer submit the revised bid before opening of tender box / opening of tender that offer shall be considered if it is clearly subscribed on the envelope as “Revised Offer”, otherwise both the offers of the party shall be rejected. If tenderer submit the revised bid after opening of tender box / opening of tender that offer shall not be considered in any case.

13 SUBMISSION OF MONTHLY BILLS :

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

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

14 PAYMENT TERMS :

- a) No advance payment is permissible against this contract.
- b) Payment of Monthly RA Bills shall be released after making necessary recoveries / deductions towards any Tax deducted at source (TDS) as applicable under any law (including GST etc.) Security Deposit (as stipulated vide clause No.17), Penalty plus applicable GST etc.
- c) Payment of monthly running account bills against work completed shall be released through Electronic Fund Transfer (EFT) after making necessary recoveries as per the contract (i.e. statutory levies, taxes, security deposit & other due recoveries) within 30 days of receipt of bill complete in all respects.
- d) Payment of Final bill against work completed shall be released after making necessary recoveries as per the contract (i.e. statutory levies, taxes, security deposit & other due recoveries) within 60 days of receipt of bill complete in all respects.
- e) The total amount of Security Deposit so deducted from the bills shall be released, on the recommendations of the Executive and HR departments, after obtaining “NO OBJECTION CERTIFICATE” and expiry of “Defect Liability Period” / Performance Guarantee Period on demand within 30 days.

f) TDS under GST:

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

15 E -PAYMENT:

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

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

17 SECURITY DEPOSIT:

The Security Deposit together with EMD / Initial Security Deposit (ISD) shall be 10% of the contract / Works order value.

In case of AMC / ARC, 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 **Work Order or LOI whichever is earlier**, by the successful tenderer. EMD can also be adjusted against SD. In case party does not deposit ISD within 10 days, the same shall be recovered from party's 1st month's bill alongwith an interest equivalent to SBI – PLR plus 2% for the complete month.

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

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

Alternatively, the tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin / Cooperative Bank in the form specified by NFL against Security Deposit for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid upto expiry of the defect liability period plus 03-Months claim period. the tenderer 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 IFSCcode as ICIC0000031 in field 7035 of IFN 760 COV/ IFN 767 COV. Issuing bank shall mention NFL- beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV / IFN 767 COV".

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

18.1 Provident Fund Number:

- a) Contractor should have his own PF Account Number and shall be responsible to deposit the PF contribution in respect of workmen engaged by him.
- b) 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.
- c) Contractor shall submit Annual Return in respect of all the workmen engaged by them with concerned RPF authorities with copy to HR Deptt.
- d) 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.
- e) 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.
- f) Employees Provident Fund Organisation (EPFO) has launched online receipt of Electronic Challan cum Return (ECR). Contractor(s) are required to be registered and create their user ID and password and can upload the Electronic Return and the uploaded return data will be displayed through a digitally signed copy in PDF format. It will be available for printing also. The contractor(s) may choose to make the payment through internet banking of SBI or take a print out of the Challan and pay at any designated branch of State Bank of India (SBI). Copy of the said challan is to be submitted to HR Deptt. for issuance of Certificate of Compliance (COC).

18.2 ESI (Employee State Insurance)

- a) Every Contractor should have his own ESI Account Code Number from the ESI Authorities. It shall be the responsibility of the contractor to deposit the ESI contribution every month @ 4% of the monthly wage bill, (Employers Contribution @ 3.25% & Employees Contribution @ 0.75 %), under intimation to HR Deptt.
- b) 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.
- c) It shall be responsibility of the Contractor to submit ESI Return to the statutory authorities under intimation to HR Deptt.
- d) 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.

18.3 Payment of Minimum Wages:

- a) It shall be the responsibility of the Contractor to make payment of Minimum Wages to the workmen engaged by him on or before 7th of the following month, as fixed /revised and notified by the Appropriate Govt. Central/ Punjab Govt.
- b) 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.

19 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.

20 WAGES:

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

21 **OBLIGATIONS OF CONTRACTOR**

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

22 **LICENCE:**

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

23 **LEAVE:**

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

24 **PROVIDENT FUND:**

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

The Contractor must submit a statement in duplicate to P&A Deptt. showing the details of worker's wages paid for the month/deductions made from the wages on account of PF and EPS separately and deposit such deductions 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.

25 **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.

26 **QUANTUM OF JOB:**

- a) Estimated value of work has been given on the basis of jobs executed during previous years. NFL will not stand any guarantee for minimum billing, minimum quantum of work during the year.
- b) 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 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% to the Contractor.
- c) In case Contractor fails to do extra and/or substituted work, NFL will have the option to get the work done through another agency at the Contractors' risk and cost.

27 **PROCEDURE FOR MEASUREMENT / BILLING OF WORKS IN PROGRESS:**

27.1 **Measurement and Billing**

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. In case the contractor fails to submit the bill by the last day of the following month, a penalty of 1% of the billed amount or for every month of delay or part thereof subject to minimum of Rs 1000/-, plus GST as applicable shall be recovered from the bill.

27.2 **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.

27.3 **Completion Certificate / Final Bill**

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

27.4 **Final Certificate**

Within fifteen days of the contractor's application made after the expiry of the period of defect liability provided for in clause no. 13 here of and satisfaction of all liabilities of the contractor in respect there of the Engineer -in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities notwithstanding issue of the completion certificate or payment of the final bill by NFL.

28 **ARBITRATION CLAUSE:**

For Indian Parties:

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

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through *Unit Head, Nangal Unit*.

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

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

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

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

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

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

For Foreign Parties:

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

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

The language of the arbitration shall be English.

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

For CPSEs and Government Department:

All commercial disputes between CPSEs inter se and CPSE(s) and Govt Department(s) Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 Dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/ Organizations shall be included as under:

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

29 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.

30 ACTS AND RULES:

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

- 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 there under 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.

31 LABOUR LICENSE:

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

32 SUPERVISION & CONTROL OF CONTRACT LABOUR

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

33 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.

34 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.

- a) NFL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall carry out the work in accordance with any instruction which may be given to him in writing duly signed by 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.
- b) 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.
- c) 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.
- d) 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.

35 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:

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

36 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. This applies to the extra materials upto 10 % wastage. Above 10% excess wastage NFL will charge double the issue rate to the Contractor. This is applicable in case of free issues materials.

- 37 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.
- 38 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.
- 39 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 any item not mentioned in scope of work shall be final.
- 40 **PRESERVATION OF FREE ISSUE MATERIAL:**
All materials issued to the contractor by the Company shall be preserved against deterioration and storage while under contractor's custody. Any damage/losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate NFL for the losses suffered at panel rates to be determined by the Engineer-in-charges with reference to the rates charged for the purpose of recovered shall be final and binding on the contractor.
- 41 **ISSUE OF GAS CYLINDER:**
Contractor has to make his arrangement for Oxygen and Acetylene Gas. However, the Oxygen and Acetylene gas can be issued on chargeable basis in exigencies subject to the availability constituting following components:-
- a) Invoice price of gas.
 - b) Rent for each Cylinder per day.
 - c) Department charges.
 - d) Cost of collection and return of empty Cylinder.
- 42 **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.
- 43 **PENALTY :**
Penalty at the rate of 1% plus applicable GST there on per week or part thereof, subject to maximum of 10% of the contract value plus applicable GST shall be levied in case of delay in execution of the work. For this purpose individual job orders shall be issued to the contractor by different engineers from time to time, specifying time of completion of each job
- 44 **LIQUIDATED DAMAGES:**
In case of failure of the contractor to complete the job assigned to him within the completion time specified for the particular job, Engineer-in-Charge may allow reasonable extension for completion period, but penalty due to delay during extended period shall be leviable @ Rs.1,000/- per day plus applicable GST thereon with maximum of Rs. 5,000/- plus applicable GST thereon (irrespective of value of the work particular assigned) for the period of delay due to contractor's fault. In case, the contractors fails to complete the work within the extended period allowed, the Engineer-in-Charge reserves the right to off-load balance job and may get the same executed at contractor's risk and cost, after informing the contractor about the same in writing. In case there is an overall delay in the schedule completion of the contract period an additional penalty plus applicable GST shall be levied as per clause no. 43 above
- 45 **DEFECT LIABILITY PERIOD:**
Defect liability period of works unless otherwise specified shall be **One Year** 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.

46 **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

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

Or

Persistently fails to adhere to the agreed program of work.

Or

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

- 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 Company 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.
- a) Company may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Company.
 - b) Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Company as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Company, up to the date of termination.

47 **Consequences of Termination:** If the contract is terminated by NFL for the reasons detailed under clause no. 46 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.

48 **JURISDICTION:**

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

49 **SAFETY/ ENVIRONMENT REGULATION :**

The contractor shall observe and abide by all fire and Safety environment regulations of the NFL. Before starting maintenance work, the Contractor shall consult NFL's Safety Officer or the 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.

50 CONTRACTOR TO EXECUTE AGREEMENT:

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

51 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 alongwith their bid, with the signatures of witnesses. On receipt of the same with the bid, NFL representative shall sign the same and a copy shall be provided to the bidder.

52 TIME EXTENSION:

If the contractor requires any extension of time for completing the work under the CONTRACT he must apply to the Company within seven days from the date of the occurrence of the event on account of which he desires such extensions and the Company may, if he thinks such request reasonable, grant such extension of time as he may think necessary. Such extension shall not attract LD Charges as mentioned in clause 44 above.

53 MSMED ACT:

The Tenderer is required to furnish the details regarding its status of Micro, Small and Medium Enterprise under the MSMED Act, 2006 under Sr. No. 7 of declaration form-II at the time of submission of their quotation. The benefits of the Public Procurement Policy for MSEs Order, 2012 shall be considered only if self- certified copy of valid registration certificate of MSME as per the MSMED Act, 2006 along with the status of MSEs owned by SC/ST Entrepreneurs, if applicable, is provided. In case no information is given by tenderer, it will be presumed that he is not covered by the Act and consequently not eligible for any benefits under the Act.

The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 shall not be applicable on Works Contracts means wherein transfer of property in Goods involved in execution of such contracts i.e. wherein both material and services are involved.

54 CONTINUED PERFORMANCE:

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

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

DEFINITIONS OF TERMS

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

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

(Rajesh Kumar)
Sr. Manager (Civil)

ELIGIBILITY CRITERIA, EVALUATION CRITERIA AND OTHER INFORMATION/DOCUMENTS REQUIRED FOR THE PARTIES WHO ARE NOT PRE-QUALIFIED.

Eligibility criteria

- A) **The party shall be eligible to participate in the bid only, if /he /they meet the following eligibility criteria and submit the self-certified documentary evidence in support thereof, without which price bid shall not be opened.**

Technical Criteria

- 1) The party shall submit the name and address of the firm/company along with its constitution giving status of the same. Such as Sole Proprietorship/Partnership or Limited/ Private Firm etc
- The sole proprietor shall submit affidavit in original duly attested by notary regarding status/status/style of the business entity. **(Annex. B)**
 - Partnership or Limited/ Private Firm etc. shall submit the certified copy of Partnership deeds/articles of association and memorandum of association.

Party shall also submit the power of attorney, duly notarized, for the person who is authorized for signing the documents on behalf of Applicant/Firm/Company

- 2) The party shall submit documentary evidence with respect to experience of having 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 at least one of the following.
- a) Three similar completed works each costing not less than 40% amount of the estimated cost inclusive of GST. (With performance /completion certificate) i.e. **Rs. 18.58 lakhs**
OR
 - b) Two similar completed works each costing not less than 50% amount of the estimated cost inclusive of GST. (With performance /completion certificate) i.e. **Rs. 23.22 lakhs**
OR
 - c) One similar completed works costing not less than 80% amount of the estimated cost inclusive of GST. (With performance /completion certificate) i.e. **Rs. 37.16 lakhs**

Definition of "**SIMILAR WORK**"

Nature of work like "**Wood Work jobs**". Bidders to submit the copies of work orders along-with successful execution certificates.

Commercial Criteria

- 1) Average Annual financial turnover of the party during the last 3 years ending 31st March of the previous financial year should be at least 30% of estimated cost i.e. **Rs. 13.93 lakhs**. Party 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 as documentary evidence in support thereof. i.e. FY 2019-20, 2020-21 & 2021-22.
- ~~2) Latest Bank Solvency certificate, amounting to **Rs. 13.93 Laes** (30% value of the estimate) issued by any Nationalized / Scheduled Bank of India (Bank solvency issued 12 months prior to the date of issue of NIT shall also be considered valid unless otherwise expired.) (Not Required).~~

Documents to be submitted in support of eligibility criteria

The party should submit **Self-Attested** copies of the following documents along with the technical bid:

- 1) Copy of PAN Card.
- 2) Copy of P.F Registration No. issued by PF Authorities.
- 3) Copy of GSTIN Registration No. allotted by Goods and Service department and SAC Account code.
- 4) Copy of ESI Registration No. issued by ESI Authorities.(Self certified)

- 5) Copies of Purchase/Work orders in support of Clause A(2) of the technical criteria 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.
- 6) Relevant Experience is to be taken for one year period. If the contract period of the completed work order is more than one year then the Contract should be intra-polated for one year
- 7) Certificate regarding No- relation with employees of NFL as per Enclosed Performa.(Annexure II).
- 8) An Affidavit in **original** on Non-judicial Stamp Paper of Rs.30.00 duly attested by Notary stating
With reference to NIT No. _____ Dt. _____ of National Fertilizers Ltd., Naya Nangal for the work _____. I, _____ S/o Sh. _____ R/o _____ Proprietor / Partner / Authorized Representative of the firm M/s _____ do solemnly affirm and declare as under :-
 - 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.

VERIFICATION

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

DEPONENT

Place _____

Date: _____

- B) The party shall also be required to submit the following documents, in the absence of which, the price bid shall be opened, however, the documents shall have to be submitted by the party before the award of work. Otherwise EMD of the party shall be forfeited.**
- 1) Self-certified copy of Labour License, if required.
 - 2) If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the registration certificate in support thereof.(Annexure-II)

EVALUATION CRITERIA

- 1) The contract shall be awarded on Composite L-1 basis. However, in case, it is found that L-1 tenderer has quoted non-workable rates for one / more items due to which they become L-1, NFL reserves the right to reject such tender.
- 2) If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
- 3) The revise bids, on due date of opening of the tenders or after the extension of tender opening, whatsoever the case may be, shall not be entertained. However where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly.
- 4) Contractors are required to quote their rates of the respective item of work as per the "UNIT" of item mentioned in the schedule of quantities .If it is found that the contractor has quoted his rates against a particular item(s) by changing the "Unit" the such quoted rates of the contractor with the changed "Unit" shall be ignored and treated as UNQUOTED RATE against the particular Item(s) and the tender shall be evaluated as mentioned at para-2 above.

Special Terms & Conditions of Contract

1. SCOPE OF SUPPLY OF MATERIALS BY NFL.

- a) NFL shall supply the following materials free of cost at NFL stores in side Factory Area for use in the works of "ARC for Misc. Wood Work Jobs at Township and Factory Area during the Year 2022-23": -

Sl. No.	Description of Materials	Qty.
1.	Cement	01.00 MT
2.	Structural steel	0.50 MT

- b) The above materials shall be supplied from NFL Main Stores situated in Factory area. The contractor has to transport the material from Main Stores to the site of work including loading and unloading of the same within their quoted rates.
- c) NFL may at its own discretion issue the tools / machinery free of charges, subject to availability to speed up the work to complete the same in required time. The tools / machinery shall be returned to NFL after completion of the job in working conditions.

2. ACCEPTANCE OF TENDER

NFL reserves the right to issue / non- issue or reject tender documents of any party. However, where enquiries are made by the bidder, reasons for rejecting a tender or non-issuing a tender document will be disclosed to the prospective bidder and the tenderer shall be bound to perform / execute the work at his quoted / finally agreed rates as per work order.

3. QUANTITIES AND RATES :

- i) The quantities as mentioned in the Proforma of "Schedule of Quantities" supplied to contractor for quoting his rates, i.e. Price Bid Performa, are just approximate and are for the purpose of quoting the rates by the contractor. These quantities may increase / decrease to any limit and / or any item may not have to be executed as per the prevailing site conditions / requirements at the time of execution of the work, but the rates as quoted by the contractor / accepted by NFL as per the Work Order, shall remain firm and valid during the entire contractual period including any extension of time for the work. In the event of such variations in Schedule of Quantities, NFL will not entertain any claim of the contractor.
- ii) The rates quoted / finally agreed as per Work Order shall be treated to remain firm throughout the pendency / *execution* of the contract including any extension period that may be granted and shall not be subjected to any sort of escalation even if such escalation is enacted by either the Local Bodies/Municipal Corp./State Government or the Central Government for either labour and/or the materials and/or POL. NFL shall not allow even a minor revision of prices of the quoted rates during the pendency of the contract under any circumstances whatsoever. The tenderer must quote *price /rates* keeping in full view the requirements of the tender document except where it has been clearly stated that extra shall be paid, it is to be understood that nothing extra shall be paid even though it may not have been specifically pointed out that nothing extra shall be paid. Therefore, the rates to be quoted in the 'Schedule of Quantities' by the tenderer are to be fully inclusive of the value of work described under several items including all costs and expenses which may be required in and for the completion of the work described together with all taxes (excluding GST), general risks, liabilities and obligations (e.g. temporary buildings, fencing, watching lighting, dewatering of drains leading to low laying areas / site of work, leaking water supply lines/sub soil water, stagnated water at site), inspection of raw material and laboratory testing charges thereof, insurance, transportation of materials from source of supply to site of work , route permits, octroi, royalty, indemnity, labour regulations, maintenance during defect liability period and the like and the prices are also to be inclusive of all labour, materials, tools, plants, and equipments hoists, tackles, scaffoldings and the sundries, etc. ,and the rates shall be firm irrespective of any variation in the prevailing rates of taxes, duties, levies, octroi etc., and any fresh imposition of any of these by State/Central/Statutory bodies and contractor shall indemnify NFL against levy of any taxes etc. in regard to this contract and in the event of NFL being assessed for any of the said taxes, NFL shall have the right to recover the total amount so assessed from contractor's dues and the contractor shall also be responsible for all costs or expenses that may be incurred as may be necessary for full and entire completion of the work as specified under this contract.

4. DISCREPANCIES AND ADJUSTMENT OF ERRORS

- i) The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale and Special Conditions in preference to General Conditions.

In case of a discrepancy between the Schedule of Quantities, special conditions, the specification and the drawings the following order or preference shall be observed:

- a) Description in the schedule of quantities.
- b) Special conditions.
- c) Technical/commercial terms and conditions..
- d) Drawings
- e) General Specification.

- ii) If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the contract.

5. WATER CHARGES:

Water for construction and maintenance shall be provided by NFL on chargeable basis @ 1% of the value of work done which shall be recovered from the RA Bills / Final bills of the agency.

6. ELECTRIC POWER CONNECTION:

- a) Electrical Power for running the Power brushes, Drill Machines, Mortar mixing machines, or other apparatus for executing the work shall be supplied free of cost. NFL shall also provide lightning arrangements, free of charge, to illuminate the working areas for executing the work.
- b) All the apparatus brought by the contractors in the plant should be electrically operational and healthy with sufficient length of cable having proper size and insulation. In case of 3-phase supply, connection will be given only if there is proper switch fuse unit, starter complete with on-off push buttons, HRC fuse and thermal overload relay of proper rating. All single-phase equipments like drill machines, grinders, floodlights, hand lamps etc. shall be fitted with 3-pin plug top. Industrial plug tops will be provided by the contractors for free tapping of power from the points wherever industrial plug sockets are provided in the field. No loose wires are to be used in the sockets for topping the electrical connection.
- c) Metallic body of the equipments shall have proper earth connection. Single earth in case of single-phase connection and double earth of proper size incase of 3 phase shall be ensured by the user of the equipment. It will be the responsibility of the user contractor to ensure that NFL Plug Points/installations are not tampered and all electrical connection from power outlets will be connected by NFL staff. Wherever portable hand lamps are used in the vessels, the voltage shall not exceed 24 volts.

7. COMPLETION / CONTRACT PERIOD:

Validity of Contract: Contract shall remain valid for a period of 12-months from the date of schedule date of start of Contract and further extendable for three months at the sole discretion of NFL. The rates shall remain unchanged during the validity of contract.

Completion Time: 12 (Twelve) Months, from the date of handing over the site which shall be intimated in writing.

Mobilization Period : A mobilization period of 15-days, shall be provided from the date of written intimation for handing over the site, if required.

8. RESIDENTIAL ACCOMMODATION:

- (A) NFL will provide one No. IA/IB Type quarter (Two room) on fair rental value (FRV) rent to be fixed by NFL from time to time, for the residence of the contractor's staff, subject to availability.
- (B) In case contractor wants more than one IA/IB Type quarter in the Township the same shall be allotted, subject to availability, on fair rental value to be fixed by NFL from time to time.
- (C) After completion of the contract, the contractor will be allowed to retain the accommodation for 15 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 the 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.

- (D) The charges for water & electric power consumption shall be charged extra as per Co' s Rules.
- (E) 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 be restored back.
- (F) 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 employees (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.
9. It is obligatory on the part of the contractor to abide by the terms and references as contained in the Safety Code violation of which will tantamount to disqualification of the contractor for any type of work in NFL as well as the security deposit will also be forfeited.
 10. All the instructions for execution of time bound jobs shall be issued in writing by the Engineer - in-Charge- or his representative specifying the scope of work with adequate mobilization and completion period (In urgent cases, however, mobilization period may or may not be granted).
 11. In case the contractor does not start the work within the admissible mobilization period or the specified date of start, the Engineer-in-Charge reserves the right to off-load the job in question and get the same executed through another agency **at the risk and cost of the contractor**, after informing the contractor about the same in writing.
 12. In case the contractor takes up the work in hand but fails to maintain the progress to the satisfaction of the Engineer-in-Charge, which may in the opinion of the Engineer-in-Charge lead to delay in completion, the Engineer-in-Charge reserves the right to offload the balance work and get the same executed through another agency **at the risk and cost of the contractor**, after informing the contractor about the same in writing.
 13. In case of failure of the contractor to complete the job assigned to him within the completion time specified for the particular job, Engineer-in-Charge may allow reasonable extension for completion period, but delay penalty for the extended period shall be leviable @ Rs.1,000/- plus GST as applicable per day with maximum of Rs. 5,000/- plus GST as applicable (irrespective of value of the work particular assigned) for the period of delay due to contractor's fault. In case, the contractors fails to complete the work within the extended period allowed, the Engineer-in-Charge reserves the right to off-load balance job and may get **the same executed at contractor's risk and cost**, after informing the contractor about the same in writing.
 14. The contractor may note that revise bids, on due date of opening of the tenders or after the extension of tender opening, whatsoever the case may be, shall not be entertained. *However where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders may be given a fair chance to revise their price bids accordingly.*
 15. Contractor may note that one person will be allowed to represent only one party during negotiation with NFL.
 16. In case, some DSR items is required to be executed which is not available in the SOQ, then for the purpose of payment, the rate for such item shall be derived on the basis of average percentage rates worked out after comparing with the similar item rates / head of SOQ and the latest DSR available rates (excluding free issue material).
 17. No job is to be done without the direct supervision of a NFL supervisor.
 18. The nature of the job is such that contractor will be required to work even on Sundays and paid holidays, therefore, he will have to ensure the deployment of the requisite manpower on these days by staggering their weekly off day. Nothing extra shall be paid on this account.
 19. The contractor shall obtain the permission from Local /District Authorities, for execution the job on state high way or area where the movement of regular vehicles is prohibited, if required. Nothing extra shall be paid on this account.
 20. The contractor will observe all safety precaution and will display necessary indication boards and flags required under road traffic laws.
 21. The contractor shall make arrangements to provide, all temporary approaches at no extra charge if required at site after obtaining prior approval of the Engineer-in-charge.

22. Corrections and Alterations:

All corrections and alterations in the entries of tender paper shall be signed in full by the tenderer with the date. No eraser or overwriting are permitted. The tenders, as submitted, shall consist of following:-

- a) Complete set of tender documents duly filled in and signed on all pages by the tenderer as prescribed in different clauses of the tender documents.
- b) The rates should be filled on NFL's schedule of quantities proforma and then only photocopies taken retyping on contractor letter head should not be resorted to.
- c) Earnest money amounting to and in the manner specified in NIT.
- d) Power of attorney or other proof of authority duly notarized (of the proforma) who has signed the tender.

23. Bank Solvency certificate is not required in this contract. Hence all the clauses related to Bank Solvency Certificate are not applicable in this contract. Instead of Solvency certificate the financial soundness of bidder will be evaluated on the basis of three years financial turnover of the bidder.

24. Labour supply has not involved in this contract, hence the escalation clause no. 8 of General Terms and Conditions is not applicable in this contract.

25. SECURITY DEPOSIT:

The Security Deposit shall be 3% of the contract / works order value, which is required to be deposited within 10 days of the issue of the Work Order or LOI whichever is earlier, by the successful tenderer. In case party does not deposit SD within 10 days, the same shall be recovered from party's 1st month's bill along with an interest equivalent to SBI – PLR plus 2% for the complete month.

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

26. In addition to Special Terms & Conditions, General Terms & Conditions shall form part of NIT and all the Terms & Conditions of GTC shall be applicable. However in case of any difference in Special Terms & Conditions and General Terms & Conditions, the Special Terms & Conditions shall be applicable.

(Rajesh Kumar)
Sr. Manager (Civil)

SCOPE OF WORK & TECHNICAL TERMS AND CONDITIONS

1. The General Terms and Conditions of Contract (GTCC), which will form part of the contract agreement, may be studied by the contractors before submission of their tenders, in the absence of which it will be presumed that the contractor has seen, studied and accepted the GTCC. These conditions of contract as stipulated in this document are in continuation of GTCC and shall also form part of the contract.
 - i. Wherever these conditions contradict any clause as contained elsewhere in the tender document, the condition/specification as mentioned in this document shall superseded those relevant conditions.
 - ii. No compensation for any damage done to the executed job or to the raw materials stored at site, by rain, flood, or any other unavoidable circumstances, or natural calamities during the execution of work or up to expiry of liability period, shall be made by NFL.
2. **SPECIFICATIONS:**
 - i) The specification for workmanship shall be as described in the Central Public Works Department latest “specifications” including amendments, unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract.
 - ii) The CPWD specifications shall take precedence over the provisions in the Bureau of Indian Standards (BIS) specifications/Indian Road Congress (IRC). Wherever CPWD specifications are silent, the relevant BIS / IRC specifications shall be referred.
 - iii) In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the recommendations of manufacturers of Raw Materials and / or the instructions and requirement of the Engineer-in-charge.

3. SCOPE OF WORK :

The scope of work consists of execution of all type of civil Wood Work in NFL factory and township area, which includes:

TOWNSHIP AREAS:

- a) All the residential / public buildings, Structures, within boundary limits of NFL Township.
- b) Raw Water Reservoirs, Pump House and other buildings/ structures etc., Sports Stadium.
- c) Any other buildings under the boundary of NFL Township Estate area.
- d) Administrative Building and surrounding areas outside factory boundary wall.
- e) CISF Complex consisting of residential and offices complex.

FACTORY AREAS:

- i) All Factory buildings, sheds & offices within the boundary wall of factory area.
- ii) Any other areas not covered in Township and Factory areas.

Any emergent work shall have to be executed by doing the work round the clock and / or after normal general shift (8:00 AM to 5:00 PM) for which nothing extra shall be payable to the contractor for doing the work during such period.

4. NFL may at its discretion award any other / additional work of any magnitude on the final agreed rates, terms and conditions, as per the work order, for execution of the same and the contractor has to execute the same work as a separate work.
5. The contractor will have to keep one Engineer / Supervisor with proper power of attorney / Authority letter, separately for plant and township, for supervising the work, taking instructions from Engineer-In-Charge, and getting the materials issued from Main Stores etc.
6. In various items of scheduled of quantities (SOQ) wherever the word “Replacing” has been mentioned it will mean that the contractor shall dismantle / remove the old existing / damaged fittings / fixtures of such items (before fixing the new ones) within the quoted / final agreed rates as per work order.
7. For disposal of rubbish, in various items of scheduled of quantities (SOQ), wherever it has been mentioned “anywhere in / within NFL complex / estate / area” it will mean that the disposal of rubbish is to be done to the pre-determined disposal yard located at different locations in factory and township within the quoted / final agreed rates as per work order.
8. Any item of work, the rate of which is not available in township SOQ shall be carried out on the rates of such items available in SOQ of factory area or vice versa.

9. The contractor shall keep the dead stock of following materials in his stores throughout the contractual period to take up urgent jobs immediately.

Sl. No	Name of materials	Quantity
1	Coarse sand	02 Cu.m.
2	Fine Sand	02 Cu.m.
3	Glass panes 5 mm / 4 mm / 3 mm thick	20 Sq.m..

10. For executing the works in Factory area, safety work permits will be issued for doing the jobs, without any safety work permit duly issued by NFL, work will not be allowed to be carried out.
11. For doing the work in plant area the workers, supervisors, Engineers are allowed to come in the plant area with proper gate passes. NFL will issue necessary gate passes to such persons for whom the request will have to be made by the contractor. NFL will not be responsible for late entry of the persons through the gate due to the absence of gate passes.
12. All consumable, non-consumable materials are to be got entered in the register being maintained by security personnel at the factory's Main Gate, for which NFL will issue instructions for their entry at the gate.
13. Local sutlej sand having its grading within the limits of grading zone IV silt content not exceeding 8% as specified in CPWD specifications shall be considered as equivalent to fine sand.
14. Coarse sand having its grading within the limits of grading Zone III, with silt content not exceeding 8% as specified in CPWD specifications, shall be considered as coarse sand.
15. Only graded crushed stone aggregate of specified nominal size broken from hard, strong, dense and durable stone obtained from approved queries with grading conformity requirements as laid down in Bureau of Indian Standards specifications (conforming to IS-393) shall be used for concrete/RCC items of the work. Stone aggregate shall be free from soft/friable, thin, elongated or laminated flaky places and shall be roughly cubical in shape. It should be clear and free from dirt and any other foreign material.
16. a) The Contractor shall be allowed to use such boulders, stone ballast, shingle and sand etc. as shall be found by him during execution of work or as available in the area belonging to the Company only after obtaining the requisite permit in this regard, from the Collector, Mines & Minerals, Rupnagar.
- b) In case the contractor does not produce the requisite permit etc. to the satisfaction of the Engr.-in-Charge at the time of final payment of his bills, then a sum of Rs.72.00 per tonne of boulders / stone and Rs. 60.00 per tonne for sand and river shingle shall be withheld, as royalty on the motion of the Engr-in-Charge (on behalf of the Collector, Mines & Minerals, Distt. Rupnagar), out of the amount payable to him, till he produces the requisite permit. This shall be without prejudice to the other legal action that may be taken by the authorities.
- c) The Contractor shall have to make payment of the Malkana to the Company, for all such boulders, shingle and sand etc. to be collected by him for this work, from the area belonging to the Company, at the following rates. Any increase by the Punjab Govt. shall be to the Contractor's account.
- i) Stone or stone ballast of any size @Rs.60.00 per tonne
- ii) Sand @Rs.60.00 per tonne
- iii) Shingle @Rs.60.00 per tonne.
- d) No recovery towards Malkana shall be made from the Contractor in the case, where he collects the materials as aforesaid, from the land not belonging to NFL.

- i) Provided he produces the following certificates from the supplier of the said material:-
I/We have received a sum of Rs. _____ from M/s _____ Contractor on account of sale of the following materials at the rates noted against each:

Item	Qty.	Unit	Rate
1.			
2			
3			

Certified that I/We hold the necessary permit No. _____ dated _____ for quarrying of the materials from the Collector, Mines & Minerals, Rupnagar for _____.

Signature of the Supplier

- ii) The Contractor gives certificate that the materials in question have been used in the work.
- e) Any act by way of quarrying done by the contractor in contravention of the provisions of any laws, shall be personal liability of the contractor. NFL shall be in no case responsible for the illegal acts of the contractor.

17. i) For all important concrete /RCC works, contractor will have to use concrete mixers and vibrators as per directions of the Engr.-in-Charge. The decision of the Engr.-in-Charge in this regard will be final and binding on the contractor.
ii) The contractor will not be permitted to mix the concrete/cement or the other mortar mixes until and unless suitable platforms with steel plates/sheets is provided under concrete mixers and at places where concrete mixes or mortars of any type are to be prepared.
18. Since the cement required for use in different items of the work will be supplied free of cost. Therefore, the contractor shall quote keeping this into consideration, the item rates against the items, which involve use of cement. Further, in case extra item is required to be executed (involving use of cement) then for the purpose of payment to the contractor, will be worked out by deducting the cost of cement (taking into account the theoretical quantities of consumption specified in latest DSR per tonne plus 1% water charges and 10% contractor's profit over this rate, from the latest DSR rates of relevant items.
19. Contractor is required to make necessary arrangements for keeping pockets in new RCC/concrete work for fixing bolts at a later stage and also covering the same with bricks in cement mortar etc. Nothing extra shall be paid on this account.
20. Recovery rate consumption of cement within and beyond the permissible variations

In case for completing the different items of works (susceptible to measurements) if the cement is actually required even beyond the theoretical consumption requirements (based on latest DSR), the same will also be issued at NFL stores, but the recovery for excess consumption of cement will be regulated as under :-

- i) For the quantity of cement actually consumed beyond the above theoretical requirements, but within the upper permissible limit of variation, no recovery will be affected.
- ii) For the quantity of cement actually consumed beyond the upper limit of variations, the recovery will be affected twice in NFL Nangal's latest issue rate (i.e. book rate +25% Depttl. Charges + prevalent Sales Tax).
- iii) The plus / minus limit for the variation of the actual consumption of the cement w.r.t. theoretical consumption based on latest DSR shall be as under:-
 - a) For contracts valuing of Rs. 2.00 lac +/-upto 5%.
 - b) For contracts valuing exceeding Rs. 2.00 lac but not exceeding Rs. 5.00 Lac +/-upto 4%.
 - c) For contracts valuing exceeding Rs. 5.00 lac +/-upto 3%.

21. Permissible variation in regard to reinforcing steel/structural steel and its recovery rate. :-

The theoretical quantity of reinforcing steel/structural steel required for the work will be measured quantity of steel plus 5% wastage for cutting into pieces, over this theoretical quantity plus 5% shall be allowed as variation due to wastage being more or less. The difference in quantity of reinforcing steel /structural steel issued to the contractor and theoretical quantity of steel plus authorized wastage plus authorized variations as stated above, if / any not returned by the contractor, shall be recovered at twice the NFL Nangal's latest issue rate (i.e. book value + 25% Deptt. Charges + GST as applicable). However, the contractor will be required to return the entire wastage generated due to cutting into pieces and variation due to wastage being more of less at NFL's store without any extra cost at NFL account. In case the contractor fails to deposit the wastage generated, the recovery for the same will also be affected at the NFL's latest issue rate (i.e. book value +25% departmental Charges + GST as applicable).

22. The contractor will have to deposit all the old dismantled fittings/fixtures/ frames / shutters daily in Civil Maint. Office. Nothing extra on this account shall be payable.

23. For executing the items of grill of any pattern/ design/ size and window bars, NFL will not issue any material. The contractor will have to make his own arrangement for procurement of material for executing these items. Therefore, the contractor shall quote the rate for such items accordingly.
24. For fixing the shutters to old chowkhats the contractors will have to cut/ dress the rebate of the old frames in proper manner to suit the size/ thickness of the new shutters, whatsoever may be and nothing extra shall be paid for each dressing of rebate.
25. The contractor will have to take out carefully all the glass panes fixed in old glazed paneled /glazed/ shutters and re-fix the same by necessary modification / cutting and applying necessary putty and nails etc. complete in the newly replaced shutters. In case, any glass pane is found already broken / mixing in old shutters, the same shall be brought to the notice of the representative of the Engineer-in-charge before removal of the shutters. Such glass pans will be paid for separately or will be issued by the Deptt. free of cost, if available. Any glass pane damaged during dismantling and re-fixing will be made good by the contractor free of cost.
26. The contractor should note that the work involved is of maintenance nature and pertains to occupied building. He has to bear the delay on account of various activities and unavoidable delays for which no claim whatsoever in respect of idle labour and loss will be entertained and nothing extra shall be paid for the same.
27. The contractor will have to deposit all the old wood including iron fittings etc. taken out while replacing with new ones, daily in Civil Maintenance Office. All such old chowkhats shutters etc. brought in the maintenance office shall be stacked properly without any further damaged and be got counted/ recorded by representative of the Engineer-in-charge daily. Nothing extra on this account shall be payable.
28. All the instructions for execution of time bound jobs shall be issued in writing by the Engineer -in-Charge- or his representative specifying the scope of work with adequate mobilization and completion period (In urgent cases, however, mobilization period may or may not be granted).
29. In case the contractor does not start the work within the admissible mobilization period or the specified date of start, the Engineer-in-Charge reserves the right to off-load the job in question and get the same executed through another agency at the risk and cost of the contractor, after informing the contractor about the same in writing.
30. In case the contractor takes up the work in hand but fails to maintain the progress to the satisfaction of the Engineer-in-Charge, which may in the opinion of the Engineer-in-Charge lead to delay in completion, the Engineer-in-Charge reserves the right to offload the balance work and get the same executed through another agency at the risk and cost of the contractor, after informing the contractor about the same in writing.
31. There will be no guarantee for minimum or maximum quantities to be executed against different items of schedule of quantities under this contract, therefore, the rates quoted by the contractor against each item shall be reasonable and firm without any escalation throughout the entire contract period of one year including extended period of three months at the discretion of Engineer-in-Charge.
32. The jobs of routine nature will be assigned to the contractor by Engineer-in-Charge or his representative through Instructions in Works Site Order Book, without specifying any completion period and contractor will have to take up and complete the job so assigned, within the reasonable period as agreed to by the Engineer-in-Charge. In case, the contractor does not take up the job in hand or the progress of the work is not to the satisfaction of the Engineer-in-Charge, the Engineer-in-Charge reserves the right to assign such jobs also to the contractor specifying adequate mobilization and completion period (however, mobilization period may or may not be granted) & the contractor will have to complete the same within the specified completion period. In case the contractor does not take up the work in hand or the progress of the work is not satisfactory or delays the completion of the work, action shall also be operative for such jobs.
33. No deviation from the specifications stipulated in this contract shall be made or additional items of work shall be carried out by the contractor unless execution of such substituted, altered or additional items have been approved, in writing, by the Engineer-in-Charge, failing which NFL shall not entertain any claim on this account. The rate for additional, altered or substituted items of work shall be determined by the Engineer-in-Charge in the manner specified in clause 34 of GTCC, however, Engineer-in-Charge is not bound to get the work executed at the rates derived in such manner, in case rate for the additional, altered or substituted items of work works out to be exorbitantly on higher side than the normal prevailing rate under similar conditions and may get such items executed through another agency at the approved rate or by inviting fresh tenders and contractor's claim in this regard will not be entertained. (The decision of the Engineer-in-Charge in regard to normal prevailing rate for specific items will be final and binding on the contractor).

34. The contractor will be required to nominate and depute his supervisor who shall meet the concerned Engineers. Daily between 8.00 AM to 8.30 AM for receiving day-to-day instructions and shall also contact concerned Engineers. Daily at 4.30 PM for job progress and planning the work for the next day. In case, contractors fails to depute his supervisor, Engineer-in-Charge reserves the right to get the work done at the risk and cost of the contractor through another agency and may take other actions as may be deemed fit.
35. The successful tenderers will have to return one copy of the Work Order and a complete set of tender documents issued to him/them alongwith Work Order. Each page duly signed by him/them as a token of acceptance of the same and will have to deposit the initial security deposit amount and execute the agreement as well as depute his supervisor for contacting daily Engineer-in-Charge or his representative for receiving day to day instructions as per conditions of contract, within two weeks of issue of Work Order/Letter of Acceptance. In case, the contractor does not fulfill any of the above obligations, within aforesaid period of two weeks, NFL reserves the right to cancel letter of acceptance/work order in addition to forfeiture of amount equivalent to Earnest Money from any pending dues of the contractor including Standing Earnest Money and may also take other actions as may be deemed fit.
36. Contractor shall not initiate action to procure the different materials just based on quantities of different items indicated in Schedule of Quantities. The Engineer-in-Charge will however direct the contractor for arranging in advance the adequate quantities of different materials which are required for undertaking the different jobs likely to be awarded through instructions in the Works Site Order Book as per conditions of contract in the next four months period and the contractor will have to ensure arrangement of these materials within the time period specified by the Engineer-in-Charge. So that important/urgent jobs could be completed in the minimum feasible completion period allowed through instructions. However, no secured advance will be payable for arranging such materials unless the value of materials to be arranged is substantial.
37. WOODWORK AND JOINERY :- INDIAN STANDARDS:

1	IS : 287 - 1993 :	Recommendation for maximum permissible moisture contents for timber used for different purposes. (3rd Revision)
2	IS : 1141 – 1993 :	Code of practice for seasoning of timber (2nd Revision)
3	IS : 2202 (part I)-1991 :	Plywood face panels for wooden flush door, shutters (solid core type) (5th Revision) (with Amendment No.1)
4	IS : 2202 (part II)-1983 :	Particle board face panels for wooden flush door shutters (solid core types). (3rd Revision)
5	IS : 4021 – 1983 :	Timber door, window and ventilator frames (2nd Revision) (with Amendment No.1)
6	IS : 401 – 1982 :	Code of practice for preservation of timber. (3rd Revision) (with Amendment No.2)

The above mentioned IS Specifications and Codes of Practice have been indicated for general guidance. However, these IS Specifications and Codes will be adopted only for those particular items in the contract where either the mode of measurement or detailed technical specifications are not laid down in the Tender documents.

38. TIMBER: Timber used under this contract shall be (1) Sal wood (only where specified) (2) Deodar wood. (3) Red Marandi Wood.
39. Moisture Content:- The maximum permissible limits of moisture content shall be from 10 to 16 percent for timber 50 mm and above in thickness, and 8 to 14 percent for timber less than 50 mm, for different regions as specified in IS : 287 – 1973. As per IS: 287 – 1973, the country has been broadly divided into Four Zones, based on humidity variations.
40. Seasoning and Treatment:- All timber shall be well seasoned by a suitable process confirming to IS:1141 – 1993, before being planed to the required sizes. Sap wood, where permitted, and hard wood shall be treated with suitable preservatives as specified in IS:401– 1982, Code of practice for preservation of timber (3rd revision). The finished components shall be given suitable treatment. The contractor shall submit the certificate for seasoning Quality and Chemical treatment of the timber from FRI, Dehradun / NABL Accredited Lab against each lot of wood supplied.
41. Red marandi wood shall be supplied without kiln seasoning & chemical treatment.
42. Defects Prohibited:- Timber shall be free from decay, fungal growth, boxed heart, pitch pockets or streaks on exposed edges, bore holes, splits and cracks.

43. Permissible Defects:- Second Class Individual sound knot and hard knot shall not be more than 40 mm dia and the knots shall not be more than 1.5% of the area of piece. Pitch pockets or streaks are permissible except on exposed edges provided that they are clean and filled up with suitable putty or filler. When pitch pockets or streaks are located on the exposed edges of the core, they shall be cut out and filled with pieces of wood of similar species with grain running in the same direction. The piece shall be well glued. It shall be generally free from sap wood but traces of sap wood shall be permitted. Pint holes shall be permitted, provided they are filled. Wormholes shall be permitted, provided they are not more than 10 mm in diameter and not more than one per member and provided such worm holes are plugged with similar timber in such a manner that the plugging merges with the surrounding area both as to colour and grain.
44. WORKMANSHIP FOR DOOR, WINDOW & VENTILATOR FRAMES
All members of frames of doors, windows and ventilators, etc. shall be at right angles, checked from the inside surfaces of the respective members. All members of frames shall be straight without any warp or bow and shall have three exposed sides smooth and well planed and shall be at right angles to each other. The surface touching the walls may not be planed unless it is required in order to straighten up the member or to obtain the overall sizes within the tolerances referred to hereafter. The frames shall be wrought, framed and fixed in position as per detailed drawings. Specified timber shall be used and it shall be sawn in the direction of the grains. Sawing shall be truly straight and square. The scantlings shall be planed smooth and accurate to the full dimensions, rebates, roundings and mouldings as per detailed drawings.
45. Joinery : Frames of timber doors, windows and ventilators shall have dove-tailed joints. The jamb post shall be through and tenoned into the mortices of the transome to the full width of the transome and the thickness of tenon shall be closely fitted into the mortices and pinned with corrosion resisting metal pins, not less than 8 mm diameter or with hard wood or bamboo dowels not less than 10 mm dia. For internal/unexposed joinery work, the joints shall be glued and similarly pinned. The depth of rebate in frames for housing the shutters shall be 15 mm.
46. Surface Treatment:- Woodwork shall not be painted, oiled or otherwise treated before it has been approved by the Engineer-in-Charge. All portions of timber abutting against masonry or concrete or embedded in ground and all joints shall be painted with approved wood primer, boiling coal tar, creosote, solignum or equivalent approved anti-termite solution as directed by the Engineer-in-charge.
47. Glueing of Joints:- The contact surfaces of tenon and mortice joints shall be treated before putting together with an adhesive of make approved by the Engineer-in-charge.
48. Dimensions of Frames: – Tolerances for the finished dimensions of timber sections in frames for doors, windows, and ventilators shall be as specified in description of items and shall be subject to a general tolerance of (+) 3mm or (-) 2mm.

(Rajesh Kumar)
Sr. Manager (Civil)

(Annex. B)

Performa for declaration by Sole Proprietorship Only
(On stamp paper of Rs. 30/- and notary attested)

AFFIDAVIT

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

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

DEPONENT

VERIFICATION

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

DEPONENT

Place :-----

Dated :-----

BANK REFERENCE LETTER / SOLVENCY CERTIFICATE

(On Bank's Letter Head)

Certified that M/s _____ at _____ (address) is having an account in our bank as per following particulars:-

1	Type of Account :	Cash Credit/Current/Savings
2	Bank Account No	
3	Solvency limit (Rs.)	Rs. _____
4	Since when holding Account?	
5	Financial Standing & Soundness	SOUND/POOR
6	Dealing & Conduct of the Party :	Satisfactory/Un-satisfactory
7	Any other comments by the bank	

(Signature of Bank Manager)

With Seal

Date: _____

Place: _____

NO CLAIM CERTIFICATE

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

Seal & Signature of the Contractor

CISF GATE PASS CLEARANCE

Certified that M/s. _____ have deposited gate passes issued against work order No. _____ dated _____ for _____. All gate passes have been deposited by the contractor. Nothing is outstanding against this party as far as this work order is concerned.

Seal & Signature of the Contractor

FORM OF CONTRACT

THIS CONTRACT made at NFL Naya Nangal on the _____ day of _____ Between M/s National Fertilizers Limited (A Government of India Undertaking), registered in India under the Indian Companies Act, 1956 having its registered office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi -110033 and having one of its manufacturing Unit at National Fertilizers Limited, NayaNangal, District Ropar (hereinafter referred to as the "Company" which expression shall include its successors and assigns) of the ONE PART through its authorized representative.

AND

_____ (Name of the party) carrying on business as sole-proprietor / partnership / company etc. under the name and style of M/s _____ (name of the party), having its office at _____ (hereinafter referred to as the "Contractor" which expression shall include his/their executors, representatives and permitted assigns/successors) of the OTHER PART through its authorized representative.

WHEREAS the Company is desirous of executing certain works more specially mentioned and described in the Work Order No. _____ Dated _____ for total contract value of Rs. _____ (Rupees) _____ only) for National Fertilizers Limited and WHEREAS the contractor has agreed to execute the works as specified in the Tender Documents / Work Order referred to above.

NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE-I

Contract documents:

- 1.1 The following documents shall constitute contract documents, namely:
- a) This agreement of contract;
 - b) NIT/Tender documents;
 - c) Acceptance of Tender Document
 - d) Letter of Intent;
 - e) Work Order;
 - f) Special Terms & Conditions, and
 - g) Further amendments, if any.
- 1.2 A copy of the each tender document is annexed hereto and the said copies have been collectively marked Annexure -I.

ARTICLE-2

WORK TO BE PERFORMED

- 2.1 In consideration of the payments to be made to the contractor as hereinafter provided, he shall, with due care, promptness, accuracy execute the work, in accordance with the Notice Inviting Tenders, Special Terms & conditions of the Contract, Work Order, Letter of Intent and General Terms & Conditions of Contract .

ARTICLE-3

COMPLETION PERIOD

- 3.1 The contract work shall be duly completed in all respect and handed over to N.F.L. within stipulated time scheduled from the date of issue of Letter of Intent/work order as the case may be. The contractor shall however start handing over the completed work in phased manners as to be mutually agreed upon between Engineer-in-Chief / In-charge and the contractor. The time mentioned herein shall be the essence of the contract.

ARTICLE -4

JURISDICTION

- 4.1 Notwithstanding, any other Court or Courts having jurisdiction to decide the question(s) forming 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 a competent civil jurisdiction in this behalf at **Nangal, District Rupnagar** and only the said Court (s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other courts.

ARTICLE-5
ENTIRE CONTRACT

- 5.1 The contract documents mentioned in Article 1 hereof embody the entire contract between the parties. The parties declare that in entering into this contract they do not rely upon any previous representation whether expressed or implied and whether written or oral, or any inducement, understanding or agreement and all prior negotiations, representations, contracts and / or agreements and understanding are hereby cancelled.

ARTICLE-6
NOTICE

- 6.1 Subject to any provisions in the contract documents to the contrary, any notice or order or communication sought to be served by the contractor on the Company with reference to the contract shall be deemed to have been sufficiently served upon the Company (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by registered post acknowledgement due, to the engineer-in-charge as defined in the general conditions of the contract.
- 6.2 Without prejudice to any other mode of service provided for in the contract documents or otherwise available to the Company any notice, order or other communication sought to be served by the Company on the contractor with reference to the contract, shall be deemed to have been sufficiently served if delivered by hand or through registered post acknowledgement due to the principal office of the contractor at his/their address mentioned on page No.1.

ARTICLE-7
WAIVER

- 7.1 No failure or delay by the Company in enforcing any right or remedy in terms of the contract or any obligation or liability of the contractor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability as the case may be, by the Company and notwithstanding such failure or delay, the Company shall be entitled at any time to enforce such right, remedy obligation or liabilities, as the case may be.

ARTICLE-8
NON-ASSIGNABILITY

- 8.1 The contract and benefits and obligations thereof shall be strictly personal to the contractor and shall not on any account be assignable or transferable by the contractor.

ARTICLE-9
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 the breach thereof shall be resolved amicably through negotiations by the Parties. A “Notice of Dispute” shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through *Unit Head, Nangal Unit*.

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

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

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

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

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

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

For Foreign Parties:

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

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

The language of the arbitration shall be English.

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

For CPSEs and Government Department:

All commercial disputes between CPSEs inter se and CPSE(s) and Govt Department(s) Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 Dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/Organizations shall be included as under:

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

IN WITNESS WHEREOF the parties hereto have duly executed this contract in duplicate at the place, day and year in reference to work order No. _____ for NFL _____ on __th day of _____, 20__ and shall come into force w.e.f. _____.

SIGNED AND DELIVERED FOR AND ON BEHALF OF

<u>CONTRACTOR</u>	NATIONAL FERTILIZERS LIMITED NAYA NANGAL
Signature : Name of Signatory : <u>Address:</u> Rubber Stamp	Signature : Name of Signatory : <u>Address:</u> Rubber Stamp
Witness	Witness
1. Signature : Name of Signatory : <u>Address:</u>	1. Signature : Name of Signatory : <u>Address:</u>
2. Signature : Name of Signatory : <u>Address:</u>	2. Signature : Name of Signatory : <u>Address:</u>