

TENDER DOCUMENT

NFB/PUR/SC/200251 Dated 03.07.2021 for Design, Engineering, Manufacture,
Supply, Erection and Commissioning of Boiler Feed Water Pump Package

AT

NATIONAL FERTILIZERS LIMITED
BATHINDA UNIT

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

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

Tender Schedule

Sr. No.	Tender Stage	Date & Time
1	Document Download Start Date & Time :	As per Critical Dates on our E-tender Portal
2	Document Download End Date & Time :	
3	Last Date & Time of Online Bid Submission :	
4	Date & Time of Technical Bid Opening :	
5	Date & Time of Price Bid Opening:	To be intimate separately to technical-commercial acceptable bidders.

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

The offer shall be submitted, electronically.

TENDER DOCUMENTS FOR DESIGN, ENGINEERING, MANUFACTURE, SUPPLY,
ERECTION & COMMISSIONING OF BOILER FEED WATER PUMP PACKAGE
(COMMERCIAL SECTION)

TENDER NO. NFB/PUR/SC/200251

DATE: 03.07.2021

SPECIAL INSTRUCTIONS TO TENDERERS

NATIONAL FERTILIZERS LIMITED (NFL), BATHINDA, a Govt. of India Undertaking referred to herein as the Owner intends to enter into contract for supply, Erection & Commissioning of '**BOILER FEED WATER PUMP PACKAGE**' to its Plant located at BATHINDA (Punjab). You are invited to submit the Techno-commercial proposal and Price proposal for the said item through e-Tendering. Methodology for submission of proposal has been detailed here under in this document.

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

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

M/s. National Fertilizers Ltd., Bathinda:-

Sh. Akshat Awasthi	Sh. Pawan Agrawal
Assistant Manager (Materials)	Sr. Manager (Materials)
National Fertilizers Limited	National Fertilizers Limited
Sibian Road, Bathinda	Sibian Road, Bathinda
Phone.: +91-7200 157 339	Phone.: +91 7470302930
E-mail: akshat@nfl.co.in	E-mail: pagrawal@nfl.co.in

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

3. SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED;

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

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

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

Tender Schedule

Sr. No.	Tender Stage	Date & Time
1	Document Download Start Date & Time :	As per Critical Dates on our E-tender Portal
2	Document Download End Date & Time :	
3	Last Date & Time of Online Bid Submission :	
4	Date & Time of Technical Bid Opening :	
5	Date & Time of Price Bid Opening:	To be intimate separately to technical-

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

The offer shall be submitted, electronically.

4 DELIVERIES / LIQUIDATED DAMAGES

It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either:

- (i) recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or
- (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or
- (iii) Cancel the contract without prejudice to our rights under (i) & (ii) above.
- (iv) Treat the delay as default of Purchase Order and forfeit security deposit, terminating the Purchase Order forthwith and taking, other action/s against the supplier, within the provisions of the Purchase Order.

GST shall be applicable on LD charges.

5 FORCE MAJEURE:

The delivery period indicated in the Purchase Order should be strictly adhered to and normally no extension in delivery would be granted. However, if any time during the currency of the contract the performance in whole or in part by either party of any obligation under the contract shall be prevented or delayed by way of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, strikes, lock outs or acts of Gods, provided notice of any such happening is given by either party to the other within 21 days from the date occurrence thereof neither party shall, by reason of such event, be entitled to terminate contract nor shall either party have any claim for damage against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after the event has come to an end, ceased to exist, provided that if performance in whole or part of the contract is prevented or delayed for a period exceeding 60 days either party may at its option, terminate the contract.

6.PAYMENT: 100% payment will be made within 30 days after successful commissioning of material at our site by way of NEFT / RTGS.

Tenderer/Party is requested to provide their 11 digit Core Banking Account No., enabling NFL to arrange the transfer of due payment in their account directly through our SBI Branch situated in NFL Sibian complex. Any Bank Charges for this facility of direct credit by State Bank of India, Sibian to their bank account will be borne by the party/ tenderer.

7 Loading Criteria: The tenderers must accept the terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of NFL. NFL however, may at its sole discretion accept offers having deviation to NIT terms and conditions by adopting the stipulated loading criteria as per Annexure-I.

8. **VALIDITY:** Tender must be valid for acceptance for 120 days from the Technical Bid opening date.

9(a).**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.

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

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

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

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

The seat and venue of arbitration shall be Bathinda only.

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.

9(b) **ARBITRATION(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 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 arbitration shall be English.

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

9(c) For CPSEs and Government Department:

All commercial disputes between CPSEs inter se and CPSEs and Govt. Department(s)/Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM N0.4(1)/2013-DPE(GM)/FTS-1835 dated

22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20-02-2020.

“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 also Government Department/ 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 N0.4(1)/2013-DPE(GM)/FTS-1835 dated 22-08-2018”.

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

11. **CLEAR UNDERSTANDING**

11.1. When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

11.2. Material need not be insured by parties as all our incoming consignments are covered under our open marine insurance policy. Charges for transit insurance may be excluded from your quoted rates.

12 **General Term & Conditions:-**

12.1. For calculating the breakup of price of a particular vendor for the purpose of determining the component of GST & freight charges etc. at the time of placement of P.O, back working of price from the landed price shall be done by keeping the absolute value of charges, percentage of GST as fixed as quoted by the vendor in his initial price bid. No separate confirmation shall be taken for the same from the vendors

12.2. **POSTPONEMENT OF TENDER OPENING DATE:**NFL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day.

12.3. NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.

12.4. The bids will be opened at NFL Plant, Bathinda, electronically, on the date and time specified in the bid document (or any amendment thereof.)

12.5. It shall be certified by the tenderer that none of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately.

12.6. It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.

12.7. Tenderer must confirm that none of NFL's ex-employee is employed with them (In case any ex-employee of NFL is employed furnish details separately.)

12.8. Tenderer must confirm that they have not been de-listed /black listed in any unit of NFL.

12.9. Tenderer must confirm that they have provided detailed break up of landed price, i.e. amount of basic rate, GST, freight etc. have been separately shown in the price bid.

12.10. In case the tenderer is an authorized distributor, he should submit a backup letter from the principal manufacturer guaranteeing that they will stand by the contract. Back up letter should be specific for this tender and should be enclosed with the un-priced commercial part of the tender.

12.11. NFL reserves the right to assess the capability and capacity of the bidders for placement of Order/contract.

12.12 In case of dispatch of material through road transport, consignment shall be consigned to 'NFL BATHINDA' and not on 'SELF' basis.

12.13. Demurrage/wharfage shall be payable by the vendor, if there is delay in retirement of documents due to non-presentation of documents as per instructions/Terms and conditions contained in Purchase Order. In such case, documents shall be retired for 10% less value than those for which the same have been presented. Balance amount payable, if any, shall be released after receipt and acceptance of materials at our site.

12.14. Inspection of material shall be made at our site, which shall be final. NFL shall not carryout pre- dispatch inspection at party's works/shop unless otherwise stated in the Purchase Order.

12.15. Subsequent to an order being placed against your quotation, received in response to this NIT, if it is found that the materials supplied are not of the right quality or not as per our order specifications or received in damaged condition or otherwise not satisfactory owing to any reason of which NFL shall be the sole judge, we shall reject the materials, cancel the contract and buy our requirement from other sources and recover the loss, if any, from you reserving our right to forfeit the security deposit. Supplier will remove the rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.

12.16. ANY EXCEPTIONS/DEVIATIONS TO THE NIT SHALL BE SPECIFICALLY STATED.

12.17. Any change in statutory levies like GST and imposition of new statutory levies beyond the rates prevalent on the date of offer, shall be to NFL's account, provided there is no delay in supply and deliveries are within the stipulated schedule. In case of delayed supplies / deliveries, any increase in statutory levies or new imposition of statutory levy will be to supplier's / Contractor's account. However, any decrease in such levies for the delayed supplies / deliveries shall be to NFL's account.

12.18. NFL reserves the right to accept or reject at its sole discretion any bid/ all bids in whole or part &/or except other than lowest bid without assigning any reason thereof.

12.19. No enhancement of rates will be allowed once the quotation is accepted and the order is placed. Withdrawal from the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice of our rights of legal remedies.

12.20 The supplier shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract.

If the NFL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, NFL shall be entitled to recover the said amount from any security or other guarantee available with the NFL under the contract.

12.21. The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.

12.22 (a) Please confirm that no other Firm/Sister concern/Associate belonging to the same group is participating / submitting this tender.

(b) The bidders, their associates, sister concerns etc. have not been black listed by any institutional agency/Govt.Deptt./PSU in last 2 years.

12.23 One person will be allowed to represent only one company during discussions/negotiations 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.

12.24 SUBLETTING OF CONTRACT: The successful tenderer shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior written consent of NFL. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the PO/Contract and to purchase the goods elsewhere and successful tenderer shall be liable to NFL for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.

12.25 If the tendered resorts to frivolous, malicious or baseless complaints/ allegations with the 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.

12.26 Bidders may ensure that tender documents are signed by appropriate authority of the company. Withdrawal of offer / non acceptance of orders placed based on offers submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.

12.27 SECRECY: Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use or by the supplier except for the purpose of implementing the contract.

12.28 Laws Governing Purchase Order: The purchase order shall be governed by the Laws or Union of India for the time being in force.

12.29 All Supplier/Service Providers/Contractors are requested to furnish the details regarding their status of Micro, Small and Medium Enterprise under the MSMED Act-2006. The same is toward compliance of the provision of the MSMED Act-2006 for identification of MSME Parties. Complete Small; Medium Enterprise Development Act-2006 can be downloaded from www.and.nic.in/C_charter/indust/msmeac.2006.fdf. In case no information is given by you, it will be presumed that you are not covered by the Act and consequently are not eligible to benefit admissible under the Act.All MSME vendors who apply for registration under SC/ST category, Should submit documentary evidence in support of the same.

12.30 Award of contract will be made at the sole and absolute discretion of National Fertilizers Ltd., which shall not be disputed. The terms& conditions as embodied in the purchase order shall be final and shall supersede any other terms &condition that might have been indicated in the tender submitted by the tenderers.

12.31 The prospective tenderers having any common partners/Directors/Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participating in the tender.

12.32 NFL reserves the right to cancel the PO in case of unsatisfactory performance, without any financial implication on NFL.

13.1.0 Earnest Money Deposit

13.2.1 Tenderers must submit Earnest money deposit of Rs. 1,00,000/- (Rupees One Lakh only). The Tenderers will have to submit the EMD in the form of:

(i) E-Transfer of EMD through RTGS/NEFT are as follows:

- *NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA*
- *Account Type: Cash Credit*
- *Account No: 11430301916*
- *IFSC Code: SBIN0003591*

Note: Kindly mention your company name in remarks/narration while submitting EMD thru NEFT/RTGS and also mention UTR no and date in your offer.

OR

1. A Bank Guarantee from a Scheduled Indian Bank (except Gramin/ Cooperative Banks) as per our prescribed format (see Annexure-G). The Bank Guarantee should be valid for a period of Six Months and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (the details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module). The bank guarantee should be submitted by bankers directly to NFL in a sealed envelope and not through any vendor / contractor.
2. The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:
 - (i) IFN 760 COV for issuance of Bank Guarantee.
 - (ii) IFN 767 COV for amendment of Bank Guarantee.
 - (iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.
 - iv) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV / IFN 767 COV..

Cheques shall not be accepted in any case.

13.2.2 Tenders without Earnest Money Deposit are liable to be rejected at the sole discretion of NFL. In case of submission of EMD through RTGS/NEFT or Bank Guarantee, it should be ensured by the vendor that the UTR Number/original Bank Guarantee is received by NFL before opening time of Techno-Commercial Bids for verification of the details of RTGS/NEFT remittances/ Bank Guarantee given online by the vendors.

13.2.3 Bidders having valid NSIC certificate may be exempted from the submission of EMD. Micro and Small Enterprises qualifying as at (a) of attached sheet titled ‘BENEFITS TO MICRO, SMALL ENTERPRISES (MSEs)’ shall also be exempted from paying EMD.

13.2.4 Earnest money shall be forfeited at the sole discretion of NFL in case tenderer after intimation from NFL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.

13.2.5 Earnest Money of the successful tenderers shall be returned on submission of security deposit.

13.2.6 Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible after finalization of tender.

13.2.7 No interest will be paid on the Earnest Money Deposit.

13.2.8 Refund of EMD remittances shall be done by RTGS/NEFT. Bidder must submit the bank details for refund of EMD along with their offer. Charges if any, shall be borne by the vendor.

OR

Bidder shall submit duly filled in Bid Security Declaration Form as per Annexure –K.

14.0.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

14.01 The successful tenderer, for the faithful performance of the Contract, will furnish Security Deposit-Cum-Performance Guarantee within 30 days of issue of Purchase Order. The Security Deposit-cum-Performance Guarantee will be @ 3% of Basic P.O. value. The Security Deposit-cum-Performance Guarantee shall be submitted in the form of:

(i) **e-Transfer of SD-cum-PBG through RTGS/NEFT are as follows:**

- **NAME OF BANK: STATE BANK OF INDIA, SIBIAN BRANCH, BATHINDA**
- **Account Type: Cash Credit**
- **Account No: 11430301916**
- **IFSC Code: SBIN0003591**

Note: Kindly mention your company name in remarks/narration while submitting SD-cum-PBG thru NEFT/RTGS and also inform us the UTR no. and date.

(ii) The tenderer will also have the option to furnish Security Deposit Cum Performance Guarantee by way of Bank Guarantee from any of the Scheduled Banks excluding Gramin and Co-operative Banks, in the Performa enclosed as Annexure-H. The Bank Guarantee must be valid to cover Delivery Period + Guarantee Period + Three Months Claim Period. The bank guarantee should be submitted by bankers directly to NFL in sealed envelope and not through any vendor / contractor.

The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senio Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details:

(i) IFN 760 COV for issuance of Bank Guarantee.

(ii) IFN 767 COV for amendment of Bank Guarantee.

(iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.

iv) Issuing bank shall mention NFL beneficiary code as “NFLNATIONAL04022015” in field 7037 of IFN 760 COV / IFN 767 COV. (iii) Cheques will not be accepted in any case.

14.02 The Security Deposit Cum Performance Guarantee will be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. NFL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.

14.03 The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, NFL will have the right to draw from the Bank Guarantee/ Security Deposit Cum Performance Guarantee either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee/ Security Deposit Cum Performance Guarantee to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.

14.04 The amount so drawn will not in any way effect any remedy, to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.

14.05 In the event of the forfeiture of whole or part of the Security Deposit Cum Performance Guarantee, the tenderer will deposit further sum/sums, so as to maintain the full security deposit amount as per Para above.

14.06 The Security Deposit Cum Performance Guarantee sit will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the Security Deposit Cum Performance Guarantee or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

14.07 In case the Bank Guarantee is from an overseas bank, the same shall be got counter guaranteed by an Indian Scheduled Bank.

14.08 The Security Deposit Cum Performance Guarantee amount will not bear any interest.

15.0.0 MAKE IN INDIA:

Provisions of Public Procurement (Preference to Make in India), Order 2017 notified vide Order No.: P-45021/2/2017-BE-II dated 15.06.2017 of DIPP shall be applicable in this tender. Bidders seeking benefits under preference to Make in India (Linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) Order 2017."

Address for communication:

The Chief Manager (Mtls),
National Fertilizers Ltd.
SIBIAN ROAD,
BATHINDA-151003
Phone: 0164-2270261, (PBX)
Fax: 0164-2760270
E-mail: ypbhagat@nfl.co.in

Our GST No. : 03AAACN0189N2ZD

Tender No: of PortalId <https://www.etenders.gov.in/>

TECHNICAL SECTION

Annexure-I

Annexure-I

Technical Specification for Procurement of New BFW Pump with Motor

Drive at NFL Bathinda Unit

The following specifications defines the minimum requirements for design, engineering, manufacturing, assembly, inspection, testing, painting, packing, supply, erection & successful commissioning of Boiler feed pump for Ammonia plant at National Fertilizers Ltd. Bathinda.

Scope of Vendor:

1. Items to be procured

The equipment's listed below shall be supplied in accordance with the requirements specified in this document, datasheet/specification, applicable codes & standards and other documents attached/referred herein

S.No.	Description	Qty (in nos)
1	Boiler Feed Pump Package consisting mainly of	01
(a)	Centrifugal Pump as per API610 latest edition	01
(b)	Electric Motor	01
(c)	Variable speed hydraulic Coupling	01
(d)	Coupling & coupling guard	01
(e)	Base Frame and fastners	01
(f)	Lube Oil System with Auxiliary Oil Pump	01
(g)	Local start-up panel	01
(h)	Minimum Re-Circulation valve	01
(i)	Base frame of Motor, VFD & Pump along with its foundation bolts	01 set
(j)	Vibration & Temperature Monitoring system	01 set
(k)	Two year D&M Spares as per clause 8.2 of this document	01 set
(l)	Special tools, tackles& devices	01 set

2. Scope of Work:

The scope of work of the Vendor shall include but not limited to:-

- i. Design, Engineering, Manufacturing/fabrication, Assembly, Inspection and Testing, Painting, Packing and supply as listed above
- ii. Supervision of erection, pre-commissioning and commissioning of the equipments at site.
- iii. Process and Mechanical Performance Guarantees of the centrifugal pump units.
- iv. Pump shall be designed for operation at Best Efficiency Point (BEP) at normal flow of 300m³/hour.
- v. Variable speed hydraulic coupling shall be Voith make only
- vi. All accessories/auxiliaries/materials, as may be required for safe and reliable start-up, smooth operation and safe shutdown as well as meeting all functional requirements.
- vii. Successful bidder has to check & study the existing foundation for use and compatibility for the offered pump. The vendor shall provide necessary engineering details for modification of civil foundation, if required. The drawing for modification in existing foundation including details of pockets for foundation bolts, plan and elevation drawing indicating dimensions of new foundations & top level shall be given by the vendor at the initial stage.
- viii. Grouting of foundation bolts shall be in the scope of successful bidder.

- ix. Preparation of Process data sheet & Mechanical datasheet of offered pump for submission and approval from NFL.
- x. Preparation of P&I, piping isometric drawing for submission and approval from NFL for accommodating new pump in the existing system.
- xi. Successful bidder shall submit list of piping material required for installation of pump in its offer, so that it can be arranged by NFL in advance.
- xii. Any special component like bellow, cooler, filter etc. will be in scope of supply of successful bidder.
- xiii. Main HT Motor and auxiliary motor shall be of IP55, EX-n type for zone-2.
- xiv. Prior approval from NFL shall be taken for finalization of electrical data sheet for Motors, Cables etc of offered boiler feed water pump package.
- xv. Successful bidder has to submit all GA drawings, Layouts etc for prior approval before manufacturing/ ordering clearance.
- xvi. All the consumables such as lugs, nut-bolts, earthing material etc with tools and tackles required for execution of the job shall be in the scope of successful bidder.
- xvii. Supply, Shifting, handling, erection, testing, commissioning, simulation of electrical panels, motors etc before handing over of equipment to NFL shall be in the scope of successful bidder.
- xviii. The Pre- qualified vendor list for HT motor shall be – ABB, GE, Siemens, BHEL, CG and Toshiba make only.
- xix. All Electrical equipment including motor for BFW Pump, Cables etc shall be well designed as per latest Indian/IEC standard.
- xx. BFW HT Motor & its auxiliaries shall be of increased safety type with IP-55 protection.
- xxi. Successful bidder has to provide detailed BOQ of all the electrical power, control & feedback cables from NFL 11KV feeder to HT Motor, 11KV feeder feedback to DCS etc required to complete the system.
- xxii. Successful bidder shall provide complete set of drawing for stator coil of supplied motor.
- xxiii. There should be Provision for smooth DOL start of BFW motor, I/C & O/G Cables; Busbars should be designed considering DOL starting of motor.
- xxiv. Service and spare support for a period of 10years after commissioning shall be guaranteed by the bidder.
- xxv. Successful vendor has to take prior approval for electrical item vendor list before finalization.
- xxvi. Commissioning spare shall be in the scope of successful bidder.
- xxvii. Field instrumentation of the pump and Motor as per API standard shall be in successful bidder Scope.
- xxviii. Termination of the cables upto nearby Junction Boxes of all the field instruments shall be in vendor's scope. Junction box shall be EExd Explosion proof having the bottom entry only.
- xxix. Further laying of the cable from the junction Boxes to NFL DCS/ESD system shall be in NFL scope.
- xxx. All the field transducers e.g temperature element, pressure, flow, level shall be equipped with two wire 4-20mA Smart electronic transmitters only.

- Transmitter having other than 4-20 mA signals or any type of pressure switches, temperature switches shall not be accepted.
- xxxi. VMS system required as per API standard shall be of Bentley Nevada make only. VMS system shall be able to give 4-20 mA signals of each channel for further hook up with DCS. All the probes extension cable, proximitar shall be latest having minimum one year PTR. Each measuring point shall have two probes.
 - xxxii. All type of safety interlocks related to process and its control for pump/motor shall be implemented as per vendor's operation and control philosophy in existing DCS/ESD system.
 - xxxiii. For Safety and protection of the pump/motor, all the process interlock shall have 2oo3 trip logic. Vendor shall supply three no's of the transmitter with separate impulse line for each trip parameter.

3. Applicable Codes and Standard

S.NO	Description	Code/Standard
1.	Centrifugal Pumps (Process Services)	API610, Latest edition
2.	Positive Displacement Pump	API 676, Latest edition
3.	Shaft sealing systems for centrifugal and rotary pumps	API 682, Latest
4.	Special Purpose couplings for Petroleum, Chemical and Gas Industry Services	API 671
5.	Oil Coolers	TEMA C+ ASME Section VIII Div.1

4. Order of Precedence

In case of conflict between any of the attached and/or referred specifications, the following order of precedence shall govern

- Purchase Order
- Material Indent
- Local Statutory rules and regulation
- Applicable codes & standards

5. Quality

- I. Successful bidder shall submit their QA/QC plan and Inspection and Test Plan (ITP) for review and approval of NFL.
- II. Stage-wise & Pre-dispatch inspection & testing shall be carried out as per approved Inspection & Test Plans.
- III. Successful bidder shall submit individual QAP's for their purchased items & sub vendor items for review/approval.
- IV. Third party inspection is in the vendor scope. Third party agencies approved for the instant case are Lloyds, TUV and Bureau Vertias. Successful bidder shall employ any of these agencies for inspection activities.
- V. NFL will, as required, witness vendor's inspection and tests and review test documents. Witnessing by NFL shall in no way relieve successful bidder of his responsibility to meet the specifications.

- VI. For the entire witness test by NFL, vendor shall give at least 10 working days notice in advance of the date of witness inspection.
- VII. Successful bidder shall submit test reports from Govt. approved labs for all electrical equipment's.

6. Supplier's Data Requirement

Successful bidder shall furnish all the documents/drawing in line with the specifications/standards, electrical drawings, O&M manuals. Successful bidder shall provide all outputs in 04 number of hard copies as well as soft copies, and all submissions to be sent by e-mail.

7. GUARANTEES

Successful bidder shall guarantee for the following:

A) Pumps: Vendor shall guarantee the pump performance for power consumption, head, and capacity figures at following conditions for the pumps.

Head	within tolerance of -2% & +3% at rated point (1487m)
Capacity	-0% tolerance at rated point (350 m3/hr)
Power Consumption	Max 1792 KW with +0% tolerance at Pump
Vibrations of pump at bearings should be within limits according to API610.	

Safe, continuous and trouble-free performance of the equipment, when operated at the design and all other conditions specified.

- Utility consumption.
- Noise Level of the entire package not exceeding 88dBA @ 1m from source.
- No positive tolerance on NPSHR.

B. SPARE PARTS

Successful bidder shall follow the following spares philosophy.

8.1 Spare parts for erection, pre-commissioning and Commissioning

Vendor shall supply all the spare parts for erection, Pre-commissioning & Commissioning of the BFW Pump package. Any commissioning spare consumed over and above the recommended commissioning spares during commissioning shall be supplied by the Vendor, at no cost to the NFL.

8.2 Spare Parts for Two Years Normal Operation

Minimum 2 Years normal operation and maintenance spare parts for BFW Pump Package shall be as given below. However Vendor may supplement more spares which are mandatory as per them.

- a. Dynamically balanced assembled rotor for the pump
- b. One set of wearing rings
- c. One set of bearing guards
- d. One Set (02 Nos) of complete Mechanical seals
- e. Two sets of spares like mating faces, soft packings, etc. For the installed Mech Seals
- f. One Set of bearings installed in the pump



- g. Complete coupling along with spare set of coupling bolts & flexible elements for each installed coupling between motor & hydraulic coupling and for coupling between hydraulic coupling & BFW pump.
- h. Complete Auxiliary Oil Pump
- i. One set of Fusible plugs, seals and bearing of variable speed hydraulic coupling.
- j. Four set of lube oil filters.
- k. Supply 20% or minimum 2 no. of each type of make and model of supplied field instruments like temperature element, thermowell, temperature gauge, pressure gauge, probes, extension cable, proximito, transmitters etc.
- l. Two year O&M spares of electrical items as per OEM standard.

9. PACKING & SHIPPING

Vendor shall include preservation and protection of equipment suitable for outdoor storage at the job site for a minimum of 6 months in a manner requiring no disassembly prior to operation. Vendor shall identify and provides any special requirements for maintaining the effectiveness of their applied preservation measures. All exposed machined surfaces shall be thoroughly coated with suitable rust preventive.

BFW PUMP DATASHEET

PROCESS PARAMETERS:-

S.No.	Items	UOM	Proposed BFW Pump specifications
1	Service Fluid		Boiler Feed Water
2	Pressure- Discharge	Kg/Cm ² G	141.0
3	Pressure- Suction	Kg/Cm ² G	3.0
4	Capacity- Normal	M ³ /Hr	300
5	Capacity- Design	M ³ /Hr	350
6	Fluid Temp	Deg C	131
7	NPSH(A)	M	12.4
8	NPSH (R)	M	9.0
9	Specific Gravity		0.934
10	Vapour Pressure	Kg/Cm ² A	2.24
11	Viscosity	CP	0.21
12	Shutoff Head	M	1477.5
13	Intermediate Flow	M ³ /Hr	30 at Pressure of 70Kg/cm ² G

Pump Type: BB5 as per API 610

MOC: Material Class C-6 as per API 610

Existing Inlet & Outlet Piping connection: 250 NB, 300# RF & 200 NB, 1500# RTJ

ELIGIBILITY CRITERIA		
S. NO.	CONDITIONS	DOCUMENTS REQUIRED
1	The bidder must be in the field of manufacturing of pumps for at least Seven (07) years, ending last day of the previous month in which NIT has been issued.	Registration certificate from any Govt. Agencies
2	The bidder should have experience for successful execution of Purchase / Work orders for supply of at least one Boiler Feed Water (BFW) Pump + one year Performance Certificate from the end user in the field of Fertilizer / Petro-chemical / Refineries / Power Plants during last Seven(07) years (ending last day of the previous month in which NIT has been issued) with following major parameters: -Power Consumption: 1792 kW Minimum -Rated flow : 350 m ³ /hr Minimum -Differential Pressure: 138 kg/cm ² Minimum	Self-Attested Copies of Purchase Orders / Work Order with full technical details of supplied pump and satisfactory Performance Certificate of the same pump for a minimum period of one year from the users with their contact details.
3	Average Annual Financial turnover of the bidder during the last 3 years ending 31st March 2020 of the previous Financial Year should be at least 300 lakh.	Audited balance sheet and Profit & Loss account statement of the last three years (i.e. 2017-18, 2018-19, 2019-20)
4	The Net Worth of the company should be positive as per FY 2019-20 balance sheets.	Audited Balance sheets and Profit & Loss Account of 2019-20.

ITEM: Supply, Erection and commissioning of Boiler Feed Pump Package

Sr. No.	Description	NFL Requirement as per NIT	Vendors Comment (Agreed / If not Agreed, Please Comment)
1A	Item Specifications	Design, Engineering, Manufacture, Procurement of material and bought out components, Assembly, Inspection, Testing, Painting, Packing, Supply, Erection & Successful commissioning of Boiler Feed Pump Package as per technical procurement specification given in Technical Annexure-I & II.	
1B		Two year operation & Maintenance spares as per Clause No.8.2 of annexure-I	
1C		Quoted price of both the above (i.e. 1A and 1B) will be considered together for evaluation of the bids.	
2	Earnest Money Deposit	Rs.1,00,000 only to be submitted to Bathinda Unit as per cl.no.13.1.0 of Commercial Section or Bid submission Declaration form.	
3	Offer Validity	120 days from the Technical Bid Opening Date	
4	Delivery period	Kindly mention minimum delivery period for the complete package.	
5	FOR	Kindly confirm that you shall provide the material on FOR NFL Store, Bathinda Basis.	
6	Liquidated Damages	Please confirm the acceptance of Liquidated Damages clause, as per tender clause no 4 of Commercial Section. GST will be applicable on LD charges.	
7	Security Deposit-cum-PBG	Security Deposit-cum-PBG will be @ 3% of the value of P.O as per clause no 14.0.0 of Commercial Section.	
8	Eligibility criteria	The prospective tenderers who wish to participate must meet the Eligibility Criteria as mentioned in tender Annexure-D of Tender Documents failing which their offer will not be considered.	
9	Payment Terms	100% payment will be made within 30 days after successful commissioning of material at our site by way of NEFT / RTGS.	
10	Mode of Payment.	By RTGS. Tenderer/Party is requested to provide their 11 digit Core Banking Account No. & IFSC Code of their bank, enabling NFL to arrange the transfer of due payment in their account directly. Any Bank Charges for this facility of direct credit by Bank to their bank account will be borne by the party/ tenderer. Please confirm.	
11	General terms & conditions	Please confirm acceptance of all the General terms & conditions as per Tender Documents.	
12	MSMED Registration	Please confirm whether you are covered under MSMED Act 2006 and also mention category i.e. whether you are a Micro, Medium or small enterprise. Further, also mention whether the MSE is being owned by SC/ST entrepreneurs. Documents in support of the above must accompany your quotation.	
13	Relationship	Please confirm A) None of NFL Employee is related to Owner / Director of Firm. B) None of Ex-Employee of NFL is employed with vendor Firm (In case of relatives/ex-employees concerned with NFL, please furnish their complete details such as Name, Department, E.No. etc.)	
14	Any Other Comment / Information /Remarks	No Deviation to the terms & conditions of Tender/NIT is allowed. The offer with any condition / deviations is liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	

15	Acceptance of all tender Documents Annexure.	Please confirm the acceptance of all the terms and conditions mentioned in tender Documents and Annexure.	
16	Black-listing/ Delisting	Bidders shall give Self certification that they have not been blacklisted by any Government Department/Public Sector Undertaking/Co-Operative Unit in the last Two Years. Offers of such blacklisted bidders shall not be considered.	
17	CONTACT DETAILS	You shall furnish your e-mail ID, telephone / mobile no. etc. alongwith complete name & address details of your Firm/Co., for clarifications / placement of order.	
18	Signed copy of Tender documents.	Bidders may submit a complete set of Tender Documents duly signed and stamped as a token of acceptance of all the terms and conditions of our NIT.	
19	GST clauses	<p>(a) The price quoted shall be exclusive of all taxes and duties as may be applicable presently or imposed by Govt. of India from time to time.</p> <p>(b) The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the HSN code of item/ SAC code in case of Service and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST).</p> <p>(c) For dispatches effected from 01.07.2017 (date of implementation of GST), the bidder/supplier shall provide a proper invoice in the form and manner prescribed under relevant section of GST Act.</p> <p>(d) Bidder/supplier shall have valid GSTIN/GST, Provisional ID and provide Invoice and all other documentation (such as E-way Bill, transportation copy of invoice etc.) in such form and manner as may be provided under the GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relations to payment of GST.</p>	
20	Firm Price	Vendor to confirm that Total Landed Rate including Transportation Charges will remain firm till the complete execution of the order. No Revision in rates allowed except for any increase/decrease in rates of statutory levies such as GST/SGST/IGST etc. within contractual delivery period.	
21	Subletting of contract	As per clause no.12.24 of commercial section.	
22	Force-majeure	As per clause no.5 of commercial section	
23	Arbitration clause	(d) As per clause no.9 of commercial section	
24	HSN Code	Mention HSN code of the quoted material.	
25	Freight	Vendors to confirm that break-up of cost have been provided in price bid. Accordingly the element of freight (excluding transit insurance) has been separately shown in the price bid. Transit insurance shall be arranged by NFL.	
26	Clear Understanding	As per clause no.11 of commercial section.	
27	MAKE IN INDIA	Provisions of Public Procurement (Preference to Make in India), Order 2017 notified vide Order No.: P-45021/2/2017-BE-II dated 15.06.2017 of DIPP shall be applicable in this tender. Bidders seeking benefits under preference to Make in India (Linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) Order 2017.”	
28	Integrity Pact	Bidder shall submit scanned copy of duly signed and stamped integrity copy	

29	Instructions to bidders	<p>1. You may visit the site to see the present installation for offering the required material with minimum changes in the present set-up.</p> <p>2. Any deviation with respect to technical specification of Annexure-I & II shall be brought into notice by bidders in terms of deviations in the offer itself, otherwise assumed that offer is as per specification mentioned in enquiry.</p> <p>3. You shall submit signed and stamped copy of Annexure-I & II as a token of acceptance of the same.</p> <p>4. Vibration Monitoring System shall be of Bentley make only.</p>	
30	Documents required	<p>You shall submit the following documents:</p> <p>(i) Pump data sheet</p> <p>(ii) GA drawing of offered pump indicating foundation footprints, outline dimensions.</p> <p>(iii) Cross Section drawing indicating part nos. and metallurgy of parts in its offer.</p>	
31	Guarantee Certificate	<p>Material shall be guaranteed against faulty material, defective design & poor workmanship for a period of 18 months from the date of supply or for a period of 12 months from date of commissioning, whichever is earlier. The materials becoming defective during the guarantee period shall be replaced free of cost and the defects arising out of the works shall be rectified free of charge without delay.</p>	
32	GeM Clause	<p>As per office Memorandum No. DPE-7(4)/2007-Fin of Department of public enterprises (Government of India), maximum procurements are required to be made on GeM portal. NFL Bathinda is already registered with GeM Portal and procuring various goods on GeM Portal. Therefore, you are required to register yourself on GeM portal as in future maximum procurement will be done on GeM portal only.</p>	
33	MSME clause	<p>In case you are registered as MICRO / SMALL Enterprise (MSEs) under The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME. The Micro & Small Enterprises (MSEs) shall be entitled for benefits under the Public Procurement policy for Micro & Small Enterprises subject to the terms and conditions. Further, you are also requested to get registered your self-mandatory on TReDS Portal.</p>	

We hereby declare that we have read, understood and accepted all terms & conditions of NIT/Tender without any deviation.

As a token of same, we are uploading herewith signed/ digitally signed Tender Document.

**Annexure - F
PRICE BID FORMAT**

For: Design, Engineering, Manufacture, Supply, Erection & Successful commissioning

Sr. No.	Item Description	Unit	Qty. offered	Basic Price Per No.	Total Price	P&F charges on total price (In %age)	P&F charges on total price (In Rs)	G.S.T on Total price + P&F (in %age)	G.S.T on Total price + P&F (in Rs)	Freight upto NFL stores,BTI (excluding transit insurance & GST) (in %)	Freight upto NFL stores,B TI (excluding transit insurance & GST) (in Rs.)	GST Rate applicable on freight charges (in %age)	Total GST applicable on freight charges (in Rs)	Any Other charges.	Total Landed price FOR NFL Store Bathinda for offered Qty. (in Rs.)	Total Landed price FOR NFL Bathinda (In Words.)
1	Design, Engineering, Manufacture, Procurement of material and bought out components, Assembly, Inspection, Testing, Painting, Packing, Supply, Erection & Successful commissioning of Boiler Feed Pump Package as per technical procurement specification given in Technical Annexure-I & II.	LOT	1.00													

Spare Parts for minimum 2 years normal operation and maintenance spare parts for BFW pump package shall be as per clause no. 8.2 of Technical Annexure-I. However, vendor may supplement more spares which are mandatory as per them in our BOQ.

Sr. No	Description	Quantity Offered	Basic Price per LOT	Total Price for 1 LOT	GST on total price (In %)	GST (In Rs)	Any other charges	Total Landed price for spares as per clause no. 8.2 of Ann-I of 1 LOT
1	Two year operation & Maintenance spares as per Clause No.8.2 of annexure-I and attached BOQ.	1 LOT						

Transit Insurance shall be arranged by NFL.

1. TDS will be deducted as per prevailing Govt. rules, if applicable.

2. The above quotation has been prepared after taking into account all the terms and conditions of Tender Document Downloaded by us.
3. Please submit the items with unit price as attached annexure.

Dated : _____
Place : _____

Signature of Tenderer or their
Authorized Representative : _____
Name & Address of Tenderer : _____
Phone No. : _____
Fax No. : _____
E.Mail Address : _____

BANK GUARANTEE (FORMAT) FOR EMD

IN CONSIDERATION OF NATIONAL FERTILIZERS LIMITED (NFL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE-III,7 INSTITUTIONAL AREA,LODHI ROAD, NEW DELHI-110 003 (HEREINAFTER CALLED NFL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _____ (HEREINAFTER CALLED THE, THE SAID TENDERER(S)) ' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO _____ FOR _____ HEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILLMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____ FOR _____ ON PRODUCTION OF BANK GUARANTEE FOR RS. _____ (RUPEES _____ ONLY).

1. WE _____ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO NFL AN AMOUNT NOT EXCEEDING RS. _____ (RUPEES _____ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'NFL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE _____ BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'NFL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'NFL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING _____ (RS _____ ONLY).

3. WE _____ BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALIZATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF NFL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORIZED OFFICER OF NFL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE _____ TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THEBANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE _____ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'NFL' IN WRITING.

DATED _____ DAY OF _____ 2016

CORPORATE SEAL FOR BANK

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____

_____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Security Deposit cum-Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. _____.

2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective.

Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.

3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____

_____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the

date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when

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

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)

LOADING CRITERIA

The bidders must accept the terms and conditions stipulated in the NIT, failing which the bid is likely to be rejected at the sole discretion of NFL. However, NFL may at its sole discretion, accept bids having deviation to NIT terms and Conditions by adopting the following loading Criteria.

Offers received without EMD:-

EMD amount (absolute value), as required in the NIT shall be loaded on landed cost of total offer value.

Payment Terms:**Deviation in Payment Terms:**

NFL will not make any advance/progressive payments. In exceptional cases, Advance / progressive payments can be agreed subject to payment of interest @ SBI MCLR + 1% and submission of acceptable unconditional Bank Guarantee (BG) of equivalent amount (including interest amount) as per 'NFL' format. The BG shall have sufficient validity, i.e., quoted delivery period + three months. For any advance/progressive payments guidelines of CVC shall be followed. The deviation in differential payment terms with respect to NIT clause shall be loaded as under for interest @ prime lending rate (SBI MCLR) + 1% for the period:

(a) Interest calculation against Mobilization Advance.

Sr. Payment Terms Period of Loading

1. Advance against LOI/PO Full delivery period + 30 days

(b) Interest calculation on progressive payment.

Interest on Progressive payment shall be calculated on FOB/Ex-works price for the following period:

S. No.	Payment Terms	Period of Loading
Against submission of		
1	Drawing	Full delivery period less one month
2	Against drawing appl.	Full delivery period less one month
3	Against placement of PO for raw material	(a) If delivery period < 8 months Full delivery period less two months (b) If delivery period > 8 months Full delivery period less three months
4	Against Shipment of raw matls	Full delivery period less five months whichever is more
5	Against Receipt of raw materials	Full delivery period less six months or four months, whichever is more
6	Against Payment for dispatch of materials / through bank	
(a)	Foreign Bidders	Three months
(b)	Indian Bidders	Depending on Delivery Conditions viz. Ex-works - one and half months FOR destination - one month
7	Against Payment within 30 days	Nil

-Interest will also be charged on advance payment if supplies get delayed beyond delivery schedule stipulated in the P.O.

- *Interest on interest-free advance payment, if insisted by the bidder, shall be loaded at applicable prime lending rate (SBI MCLR) + 1% or as may be indicated in the bidding documents.

- For Other Deviations, Following Loading criteria shall be done:

i.Packing and Forwarding (P &F):

2% of Basic Price if party has not quoted P&F charges i.e. 1% each for packing and or forwarding respectively. Also NFL's maximum liability to pay such charges shall be limited to the amount loaded for evaluation purposes.

(Suitable clause is to be incorporated in the NIT/PO, accordingly)

ii. Loading of freight in percentage terms as under:

Inland Transportation Charges:

A) In case weights and distances are known for all suppliers:

i) FOR SMALLS: Inland transportation charges shall be calculated at the rate of Rs. 5.00 per KM/MT.

(ii) FOR TRUCK LOADS: @ Rs. 4 per KM/MT

B) While undertaking item-wise evaluation where item wise weights are not available, the following procedure shall be adopted for calculating transportation charges up to NFL site:

S. No.	Distance	Loading
1	Transportation from the vendors - situated within a distance of 400 KMS.	1% of CIF/Ex-works Prices
2	Transportation from the vendors -- situated With-in a distance of 401 to 800 KMS.	2% of CIF/Ex-works Prices
3	Transportation from the vendors -- situated at a distance of more than 800 KMS.	3% of CIF/Ex-works Prices

All Indian parties are required to quote ex-works Price and freight charges up to NFL Site, compulsorily. If all the parties have given freight charges up to site the same shall be considered for evaluation. However, if only some parties have given freight charges, NFL reserves the right to load for such parties who have not quoted freight charges with freight charges as above. NFL's decision on this regard shall be final and binding on these Bidders.

iii. Transit Insurance Premium as below:

Inland Insurance: The inland insurance shall be calculated at the rate of 0.15% of CIF/FOR prices.

For Foreign Bidder: Transit Insurance @0.11% of FOB/FCA price shall be taken for calculating assessable value for working of the custom duty. The above transit insurance shall not be considered for working out the landed cost.

For arriving at the landed cost, transit insurance shall be calculated @0.15% of (FOB/FCA cost + Ocean/ air freight + P&F + Port Handling + Inland Freight).

For Indian Bidder: To arrive at the landed prices, the transit insurance shall be calculated @ 0.11% of (Basic Price + P&F + GST + other statutory taxes/levies (if any) + Inland Freight) for Indian bidders.

iv. Loading On Account of Longer Delivery Period

a) Wherever Bidders quoted delivery is higher than the preferred delivery period as indicated in the ITB document, the following loading criterion shall be applied:

Loading @ 2 % per month on FOB/ Ex-works price for the following periods:

Delivery Quoted -----	Loading Period -----
Foreign/Indian Bidders delivery)	(Effective delivery-Preferred delivery)

In order to account for Sea shipment and port clearance time the difference between FOB delivery date and EX-Works delivery date is to be considered as 1.5 months. No credit shall be given for early delivery period. Quoted delivery has to be computed for effective delivery as given below. Preferred delivery for Foreign Bidder has to be as per FOB delivery at port of loading and for Indian Bidder as delivery on ex-works basis.

b) The loading as mentioned at (a) shall not be applied in case the quoted delivery does not meet the project requirement and the Bid shall not be qualified.

- Calculation of Effective Delivery Period

The delivery shall be counted from LOI. Wherever the Bidder does not agree to the above condition following criteria will be used for calculating the effective delivery period for evaluation purpose:

Delivery basis as per Bidder offer	Loading in months To be added to quoted delivery
Ex-works basis for Foreign Bidders	15 Days
On readiness for Inspection for Foreign Bidders	1 Month
From receipt of PO	1 Month
From drawing approval	Two months or time indicated for submission of approval, whichever is more.
On receipt of Letter of Credit	2 Months

When the Bidders ask for grace period for applicability of damages, the same shall be added to the quoted delivery period. The delivery period computed on the above basis shall be taken as delivery period for each Bidder for the purpose of evaluation.”

v. Loading on account of discrepancy in the Warranty / Guarantee Period:

Wherever bidders quote reduced warranty period, following loading criteria shall be adopted:

[10% of CIF/ex-works price x (No. of Months as per NIT– No. of Months quoted)] / No. of Months as per NIT

vi. Loading on account of discrepancy in Performance Bank Guarantee:

PBG Quoted	Loading Criteria
less than 3%	3% - quoted percentage of CIF/Ex-works prices

NOTE: Over-riding Conditions for (v) & (vi) above.

If the sum of (v) & (vi) above is more than 3% of CIF/ex-works prices, then the loading shall be limited to 3%.

vii. Non-submission of SD:

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder, for example, NIT calls for bank guarantee for 3%, then loading shall be done as under @ lending rate (SBI MCLR) + 1% , on short fall in Bank Guarantee value agreed by the bidder for delivery period with additional one month period. Bank guarantee for SD Loading Criteria Less than 3%. (3% - quoted percentage) of basic price @ prime lending rate (SBI MCLR + 1%); on short fall in Bank Guarantee value agreed by the bidder for delivery period with additional one month period.

Bank guarantee for SD	Loading Criteria
Less than 3%	(3%- quoted percentage)of basic price @ prime lending rate (SBIMCLR + 1%), on short fall in Bank Guarantee value agreed by bidder for delivery period with additional one month period.

Viii. Loading for discrepancy in acceptance of Liquidated damages Clause:

If deviation is noted in quoted damages, the proportionate loading for shortfall shall be added as follows:

Quoted Damages	Loading Criteria
i) 0.5 % per week subject to a ceiling of 5% of total order value.	NO LOADING
ii) 0.5 % per week subject to a ceiling of 2.5 % of total order value.	2.5% LOADING

iii) Damages accepted on undelivered value -Instead of total order value.	2.5% loading
iv) Non-acceptance of damages	5% Loading

In case any of the vendor does not accept our standard L.D clause or accept LD less than a ceiling limit of 5%, loading for balance amount shall be done on the quoted (Ex-works/CIF value) prices.

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INTEGRITY PACT

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

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

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

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

IEMS:-

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

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

(To be executed on plain paper and submitted along with technical bid/tender documents for tenders having a value of Rs.1 crore or more. To be signed by the bidder and NFL.)

National Fertilizers Limited (NFL) herein after referred to as “The Principal”.

AND

_____ Hereinafter referred to as “The Bidder/Contractor”

PREAMBLE

The Principal intendstoward, under laid down organizational procedures, contract/s for **“Design, Engineering, Manufacture, Supply, Erection & commissioning of Boiler Feed Pump Package” against NIT No. NFB/PUR/SC/200251 Dated 03.07.2021.** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion In this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through violation of Section 2 above or in any other form such as to put his reliability or credibility in question,

the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6 : Equal treatment of all Bidders/Contractors/Sub-contractors.

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is

to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.
8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of NFL.

Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: Bathinda
Date: 03.07.2021

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

**BID SECURITY DECLARATION FORM**

(To be submitted on the Letter Head)

Date:

Tender No.

To,

(Insert designation and address of the Tender issuing authority)

I/We, The Undersigned, declare that:

I/We understand that, according to the conditions of the NIT / tender documents, bid must be supported by a Bid Security Declaration.

I/We accept that I/We may be suspended without any notice from bidding for any contract issued by your company for a period of one year for committing a breach of obligation (s) under the tender conditions , because I/ We

- (a) Have a withdrawal/modified /amended/ the bid during the period of bid validity; or
- (b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) Fail or refuse to execute the contract within the specified time, if required, or
 - (ii) Fail or refuse to furnish the performance Security within the specified time,

In accordance with term and conditions of the NIT /tender documents.

(Name & Signature with seal)

(Proprietor /Partner/Director/Authorized Signatory)