



National Fertilizers Limited
(A Government of India Undertaking)
Naya Nangal – 140126, Punjab, India
(An ISO 9001, 14001 & OHSAS 18001 Unit)
CIN No. L74899DL1974GOI007417

Annexure-II

NFN/PN/SPX/2023/69
Item Description and Special Note

| S.No. | NFL Item Code | Item Description | UM | Quantity Required |
|-------|---------------|-------------------------------------------------------------------------------------------------------------------------|----|-------------------|
| 1 | 7460260 | Repair /Refurbishment of Corroded 1st stage total Condenser 10HE-2B in Urea Plant With scope of work as per annexure-IV | No | 1 |

Special Note:-

- Complete job shall be done as per scope of work attached as annexure IV
- You shall prepare inspection test plan (ITP) and get the same approved from NFL within 07 days from the date of issue purchase order.
- **Requirement being urgent, Time schedule shall be as mentioned below :-**
 - A. Time schedule for Supply of finish, machined new tubesheet shall be 55 days. Offers of parties quoting delivery period more than 55 days shall not be considered.
 - B. Time schedule for Work at NFL Site shall be 20 days. Offers of parties quoting more than 20 days shall not be considered.
- You shall have to furnish a Guarantee / Warranty Certificate for your products against defective material / bad workmanship for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In case the material fails during the above Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents”.

**Repair /Refurbishment of Corroded 1st stage total condenser 10HE-2B
in Urea Plant of NFL, Nangal (Ref Dwg No-NG-1659 & NG -299)**

1.00 – SCOPE OF WORK

The scope of Party shall include supply of tubesheet as well as site Work detailed as under:

A. Supply of Tube sheet

Supply of finished, machined new tubesheet with welding overlay or having plate of SS-316 (Chemical composition: C-0.05% (Max), Cr-16.5 to 17.5%, Ni-11 to 14%, Mo-2.5% to 3 %) or better with minimum sheet thickness 10 mm with following specification:

- a) Manufacturing of tube sheet A105 /SA 266 under Third Party inspection of M/s LRA/BVIS/TUV as per drawing No- NG-1659 & NG-299.
- b) Overlaying or cover plate of SS-316 (Chemical composition: C- 0.05% (Max), Cr- 16.5 to 17.5%, Ni- 11 to 14%, Mo-2.5% to 3 %)
- c) Machining job of tubesheet such as Sizing, Bolt hole, Step machining.
- d) Gasket seat Machining/overlay and PWHT (if required)
- e) Liner fixing /welding.
- f) Tube hole drilling
- g) Gasket face machining.
- h) Transportation to NFL Nangal .
- i) All consumable shall be in party's scope.

B. Scope of Work at NFL Site

- a) Removal of old tubes .
- b) Removal of Bottom Corroded tubesheet.
- c) Erection of shell piece of suitable length to maintain length of Exchanger post repair/refurbishment.
- d) Erection & installation of new Tubesheet followed by pre-heating & welding.
- e) Tube insertion ,Expansion (if required)
- f) & Tube to Tubesheet welding
- g) MT/PT/UT of weld joints
- h) Witness of hydraulic test, Pneumatic test & Helium test for any leakage. Rectify the leakage, if observed.

2.00 CONTRACTOR'S OBLIGATIONS:-

- a) Consumables like Oxygen gas, Acetylene gas, Argon cylinder all welding electrode , filler wires grinding wheels, buffing wheels etc required for the job shall be arranged by the party.
- b) All the tools & tackles are in the party's scope. All lifting tools and tackles should be tested as per Punjab factories act from a competent person.
- c) All the safety appliances/PPEs required for safe working shall be arranged by the party.
- d) The work shall be completed to the entire satisfaction of the Engineer-in- charge.
- e) The work shall be carried out on round the clock basis to complete the job in scheduled time.
- f) Any unforeseen job/activity required to execute the job shall be in the party's scope.

3.00 NFL' OBLIGATIONS (During work at NFL Site):-

- a) NFL will provide SS tubes.
- b) Supply of rolled shell piece of suitable length with longitudinal seam welded (to maintain length of Exchanger post repair/refurbishment).
- c) NDT facility i.e DPT /MPI /UT shall provided by NFL along with operators.
- d) Water, compressed air and power supply as per job requirement shall be given by NFL free of cost located near the vicinity of job.
- g) Crane/trailer/truck for shifting shall be given by NFL free of cost on demand subject to their availability.
- h) Shifting from location, erection, dismantling of equipment and any scaffolding required along with erection for the job shall be in NFL's Scope.
- i) Available Machining facility required for repair /refurbishment job at NFL site will be provided by M/s NFL free of cost.
- j) NFL will carry out hydraulic test; Pneumatic test & Helium test for any leakage. However Party shall witness above mention Tests. Rectify the leakage, if observed.

4.00 TIME SCHEDULE:

- A) Time schedule for Supply of finish, machined new tubesheet shall be 55 days. Offers of parties quoting delivery period more than 55 days shall not be considered.
- B) Time schedule for Work at NFL Site shall be 20 days. Offers of parties quoting more than 20 days shall not be considered.
 - i. The mobilization of men & material shall be done within 4 days of intimation by FAX/EMAIL/Telephone for site work.
 - ii. The work order shall be valid for a period of one year from the date of issuing of work order/LOI. However, it can be extended at the sole discretion of NFL for a period of one year at the same rates, terms and conditions which will be binding on the contractor.

5.00 PAYMENT TERMS:

Payment terms shall be as follows:-

- I. 60% cost of total lump sum price will be released within 30 days of receipt of material at site.
- II. Balance payment shall be released after completion of job.

Eligibility Criteria

| A | Technical Eligibility Criteria | |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sr. No. | Eligibility Criteria | Supporting Documents required |
| 1 | <p>a) The bidder shall submit the status (i.e Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc. and Declaration as per Annexure XI on Non-judicial paper in original.</p> <p>b) Authority in favour of a person signing the tender documents.</p> | <ul style="list-style-type: none"> • In case of sole proprietorship, the bidder shall submit affidavit on Non-Judicial stamp paper of appropriate value in original, duly attested by notary regarding status / style of the business entity as per Annexure-X. • Partnership firm shall submit a copy of Partnership Deed attested by notary. • Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association. • Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA. • Affidavit in original • The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary /Magistrate in case of Sole Proprietor / Partnership Firm / Company or Authorization (backed by Board Resolution) in case of a Company in favour of a person who has signed the tender documents on behalf of tenderer / Firm / Company |
| 2 | <p>The bidder should have completed similar work during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>Similar work means: Repair/revamp/refurbishment job of converter/stripper/reactor/Exchanger in fertilizer or petrochemical industry.</p> | <p>The bidder shall submit a copy of Purchase/Work order + Completion Certificate / Performance certificate from the Customer for at least one of the following</p> <p>a) Three similar completed works each costing not less than Rs.109.74 Lacs including GST OR</p> <p>b) Two similar completed works each costing not less than Rs.137.20 Lacs including GST. OR</p> <p>c) One similar completed work costing not less than Rs.219.48 Lacs including GST.</p> <p>Copies of Purchase/Work Order in support of the above with full technical scope of work & commercial details including Purchase/Work Order value along with the Completion Certificate / Performance</p> |

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| | | <p>certificate from the Customer indicating the executed value and date of completion.</p> <p>In case party is not able to submit Completion Certificate / Performance certificate from Customer, then party shall submit Name & address of the Customer and Name, phone. No. & email ID's of all the concerned persons of Customer. In that case, decision of NFL will be final.</p> |
| B | Commercial Eligibility Criteria | |
| 1. | <p>The average annual financial turnover of the bidder during the last three years ending 31.03.2023* or 31.12.2022 (in case of calendar year) should be not less than Rs.164.61 Lakhs.(Including GST)</p> | <p>Bidder shall submit audited Profit & Loss Accounts and Balance Sheets for the last three financial years. i.e 2022-2023*, 2021-22 & 2020-21 or calendar year 2022, 2021, 2020.</p> <p>In case the bidder does not fall under the ambit of statutory audit, and/or do not have audited Profit & Loss Accounts and Balance Sheets, shall submit a statement indicating the average annual financial turnover during the last three years certified by the Statutory Auditor / practicing Chartered Accountant with UDIN as documentary evidence in support thereof.</p> |
| 2 | <p>Net worth of the bidder should be POSITIVE as on 31.03.2023* or 31.12.2022.</p> | <p>Bidder shall submit a certificate indicating the Net Worth certified by statutory auditor/ practicing Chartered Accountant with UDIN.</p> |



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Annexure-III

NFN/PN/SPX/2023/69

Part-II: Online Template of Techno-Commercial Bid (Unpriced)

| S.No. | Description | NFL Requirement as per NIT | Vendors Comments |
|-------|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1 (i) | Item Detail and scope of supply | Repair / Refurbishment of Corroded 1st stage total condenser 10HE-2B in Urea Plant of NFL, Naya Nangal Unit as per Scope of Supply and other details given in Annexure-II & Annexure IV . | |
| (ii) | Reverse Auction | Reverse Auction shall be carried out with 'Bid to RA with H-1 elimination rule' as per Terms and Conditions of the GEM Portal. | |
| 2 | Required Quantity | 1 (One) NO | |
| 3 | Guarantee/ Warrantee Certificates | You shall have to furnish a Guarantee / Warranty Certificate for your products against defective material / bad workmanship for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In case the material fails during the above Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents". | |
| 4 (i) | Eligibility Criteria | Bidder shall agree to Eligibility Criteria for the tender (Attached as Annexure – V) and shall upload necessary documents (duly indexed and numbered) mentioned in it. Relevant offer not meeting the eligibility criteria shall be rejected. Vendor may please offer comments/give acceptance against all clauses provided in the Annexure- V. | |
| (ii) | Scope of Work for Repair / Refurbishment of Corroded 1st stage total condenser 10HE-2B in Urea Plant mentioned in attached Annexure-IV | Bidder shall agree to scope of work of Repair / Refurbishment of Corroded 1st stage total condenser 10HE-2B in Urea Plant (Attached as Annexure – IV) and shall upload necessary documents (duly indexed and numbered) mentioned in the annexure. Bidder shall submit a duly signed copy of Annexure-IV in this regards. | |
| (iii) | Defect Liability Period | Bidder shall agree to defect liability period as explained in Clause No. 26.00 of Terms and Conditions of NIT | |
| (iv) | Supervision and control of Contract labour | Bidder shall agree to Supervision and control of Contract labour clause as explained in Clause No. 26.01 of Terms and Conditions of NIT | |

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| 5 | Signing of Integrity Pact | Bidders shall sign the Integrity Pact attached separately and upload the scan of the signed Integrity Pact along with their Online Bid. Hard Copy should be sent invariably through post subsequently. Refer Clause 3.00 of Terms and Conditions of NIT in this regard. | |
| 6 | Earnest Money Deposit | Tenderers shall furnish Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh Rupees only) as explained in Clause No. 18.00 of Terms and Conditions of NIT. Tenderers shall indicate the details of EMD. (Scanned copy of BG to be uploaded. If remitted through NEFT/RTGS, then Name of Bank, UTR No. etc. must be mentioned) | |
| 7 | Security Deposit-cum-Performance Guarantee | Successful Tenderer shall have to submit a sum equivalent to 10% of Basic Order Value towards Security Deposit-cum-Performance Guarantee within 30 days of receipt of Purchase Order in the manner as prescribed in Clause 19.00 of Terms and Conditions of NIT | |
| 8 | Liquidated Damages for delay in supply | 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 as prescribed in Clause 23.00 of Terms and Conditions of NIT. | |
| 9 | Offer Validity | Offers should be valid for 120 Days from bid opening date. Vendors confirm their acceptance | |
| 10 | Payment Terms | No Advance Payment shall be made. <u>Payment schedule-</u> i) 60% cost of total lump sum price will be released within 30 days of receipt of material at site. ii) Balance payment shall be released after completion of job. As per Clause No. 21.00 of Terms and Conditions of NIT | |
| 11 | Price Basis | Prices shall be quoted on FOR – Destination (i.e. NFL, Naya Nangal) basis including all taxes and other cost components (P&F, GST, Freight, TPI & Insurance etc.) . | |
| 12 | Packing and Forwarding Charges | It shall be inclusive on quoted rates. | |
| 13 | GST | The rate (%) of GST considered in Total Price to be mentioned by Vendor and shall be inclusive on quoted rates as per GeM. | |
| 14 | GST Identification/Registration Number | Tenderers shall in variably mention the GST Identification Number allotted to them by statutory authorities | |
| 15 | HSN Code and SAC Code | Tenderers shall mention the HSN Codes of the offered material and also SAC Codes (if any) | |
| 16 | PAN | Vendors to indicate the PAN Number allotted to their firm/company and upload the scan of the PAN Card | |
| 17 | Freight Charges | It shall be inclusive on quoted rates. | |
| 18 | Transit Insurance | Transit Insurance shall be arranged by the Seller at his own cost. | |

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| 19 | Enhancement of Rates after submission of Quotation not allowed | No enhancement of rates will be allowed once the quotation is submitted/accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies. | |
| 20 | Price Firmness | Vendors to confirm that the quoted prices will remain firm till execution of the PO except variations in statutory duties/taxes | |
| 21 | Delivery Period | <p>A)-Delivery schedule for Supply of finish, machined new tubesheet shall be 55 days. Offers of parties quoting delivery period more than 55 days shall not be considered</p> <p>B)-Delivery schedule for Work at NFL Site shall be 20 days. Offers of parties quoting delivery period more than 20 days shall not be considered</p> <p>I. The mobilization of men & material shall be done within 4 days of intimation by FAX/EMAIL/Telephone for site work.</p> <p>II. The work order shall be valid for a period of one year from the date of issuing of work order/LOI. However, it can be extended at the sole discretion of NFL for a period of one year at the same rates, terms and conditions which will be binding on the contractor.</p> | |
| 22 | Packing | Shall be securely packed before dispatch so as to avoid any damage during transit. Please mention Net Weight/Gross Weight/Dimensions and Size of Packages etc. of the item being offered | |
| 23 | Mode of Despatch | To be indicated by Bidder | |
| 24 | Benefits available to Bidders under MSMED, Public Procurement and Make in India policies (For Indian Bidders) | See Clause No. 15.00 of Terms and Conditions of Notice Inviting Tender and Annexure-VI for complete details. In case no information is given by you, it will be presumed that you are not covered by the MSMED Act and consequently not eligible to the benefits admissible under the Act. | |
| 25 | Compensation for submission of Tenders | The tenderer shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though NFL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof. | |
| 26 | Bidding Documents | The Bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. The Invitation To Bid together with all its attachments thereto shall be considered to be read, understood and accepted by the Bidder, unless deviations are specifically stated in the serialim by the bidder. Failure to furnish all information required by bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of bid. | |

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| 27 | NFL's right to accept any Bid and to reject any or all Bids | Notwithstanding anything to the contrary contained herein, NFL reserves the right to accept or reject any Bid/all Bids, in whole or in part and/or accept other than the lowest bid and to annul the bidding process and reject all bids at any time prior to award of Purchase Order, without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for NFL's rejection. No correspondence will be entertained with regard to acceptance or rejection of an offer. N.F.L. is also not bound to disclose the reasons for rejection of the offer to the tenderers. | |
| 28 | Clear Understanding | When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender. | |
| 29 | Debarment of Tenderers | 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 two (2) years. | |
| 30 | Blacklisting/Delisting of Bidders previously | Tenderers must confirm that they have not been delisted / blacklisted by any unit of NFL/any Institutional Agency/Government Department/ Public Sector Undertakings in the last two years | |
| 31 | Confirmation on non-participation of Sister Concern/Associate of same group in the Tender | Tenderers shall confirm that no other Firm/Sister Concern/Associate belonging to the same group is participating/submitting offer against this tender | |
| 32 | Award of Contract | Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers. | |
| 33 | Uploading of Other documents | Vendors may upload any other document (if required) and indicate the same | |
| 34 | Secrecy | Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract. | |
| 35 | Subletting of Contract Not allowed | Subletting of Contract by the successful tenderer is not allowed. See Clause No. 35.00 of Terms and Conditions of NIT for details. | |

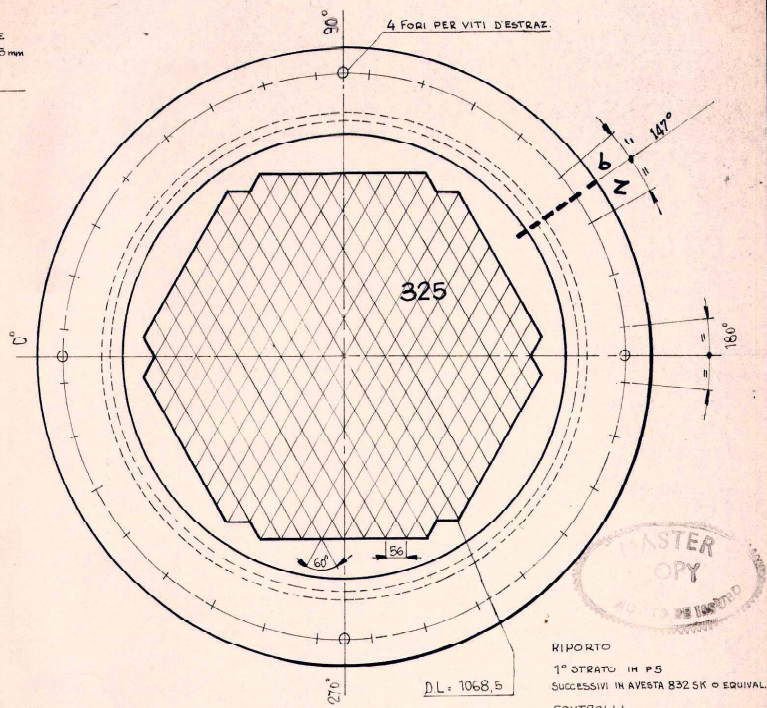
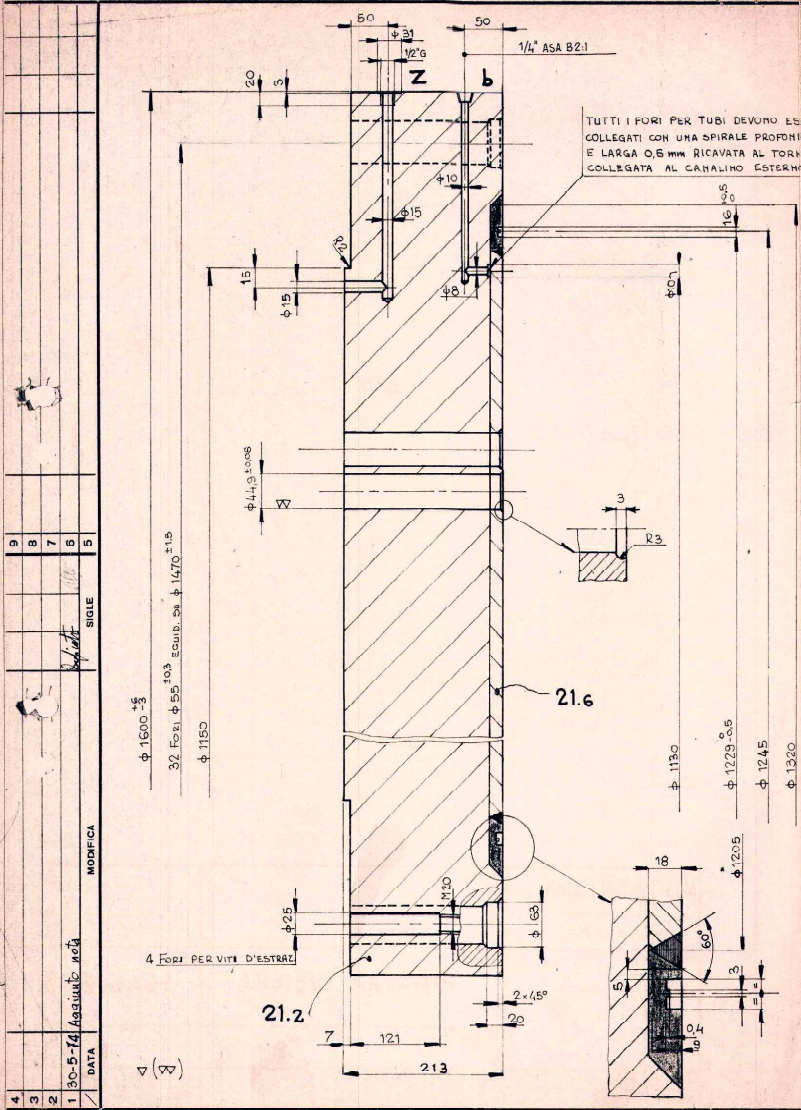
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| 36 | Compliance to statutory requirements/laws | The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence 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. | |
| 37 | Force Majeure Conditions | Shall be as per Clause No. 37.00 of General Terms and Conditions of NIT | |
| 38 | Disputes | In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof (Applicable for Indian Bidders) and in accordance with Rules of ICC India (for Overseas Bidders) | |
| 39 | Laws governing Purchase Order | The purchase order shall be governed by the Laws of Union of India for the time being in force. | |
| 40 | Arbitration | Arbitration Proceedings shall be as per Clause No. 43.00 of Terms and Conditions of NIT. Seat of Arbitration shall be Delhi/ NFL, Naya Nangal site | |
| 41 | Jurisdiction | All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in the Courts located at Nangal Court in Ropar District of Punjab. | |
| 42.1 | Relationship | It shall be certified by the Tenderers that none of NFL employee is related to Owners/ Directors of their Company/Firm (In case any relative is working in NFL, furnish details separately) | |
| 42.2 | * | It shall be certified by the Tenderers that none of NFL's ex-employee is employed in their Company/Firm (In case any ex-employee of NFL is employed, furnish details separately) | |
| 42.3 | * | 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 | |
| 43 | Uploading of Unpriced Format | Bidders will upload a copy of Unpriced Format of Price Bid (with Unit Price Blank and details of other columns) with Techno-Commercial Bid | |
| 44 | Acceptance of NIT Terms and Conditions and uploading of complete Set of Tender Enquiry | Vendors will confirm their acceptance to the Terms and Conditions of the NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions | |
| 45 | Special Notes | Please confirm to accept all terms and conditions specified in Annexure-II and Annexure IV. | |
| 46 | Any Other Comment / Information /Remarks | No Deviation to the Terms & Conditions of NIT is allowed. Offers with any condition/deviation are liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any. | |
| 47 | Seller Registration in GeM | Bidders are hereby informed that it is mandatory for the sellers to be registered on GeM (Government e-Market) and obtain a unique GeM Seller ID to participate in said tender. Your prior registration on GeM is essential before participating in this tender. Kindly provide your GeM Seller ID. | |

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| 48 | Model Clause of Procurement | Bidder have to submit Annexure for Model Clause (Ref Error! Reference source not found.) along with the bid. | |
| 49 | Residential accommodation | NFL will provide accommodation on chargeable basis for contractor's staff, subject to availability | |

Declaration:

We hereby declare that we have read, understood and accepted all terms & conditions of NIT without any deviation. As a token of same, we are uploading herewith digitally signed Tender Document

Upload duly digitally signed Tender Document.



Tolleranza su spessore minimo di materiale fra due fori, secondo norme TEMA tab.C 7.22

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| OFFICINE MECCANICHE PESARO | | SCAMBIAITORE P2 b.b. | |
| SCALE 1:5 - 1:10 | | SOTTOTITOLO PIASTRA TUBIERA | |
| VISTI DATE 31.9.73 | | DIS. 1646.21.02 | |
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TABella SALVADUE

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CONDIZIONI DI PROGETTO DESIGN CONDITIONS

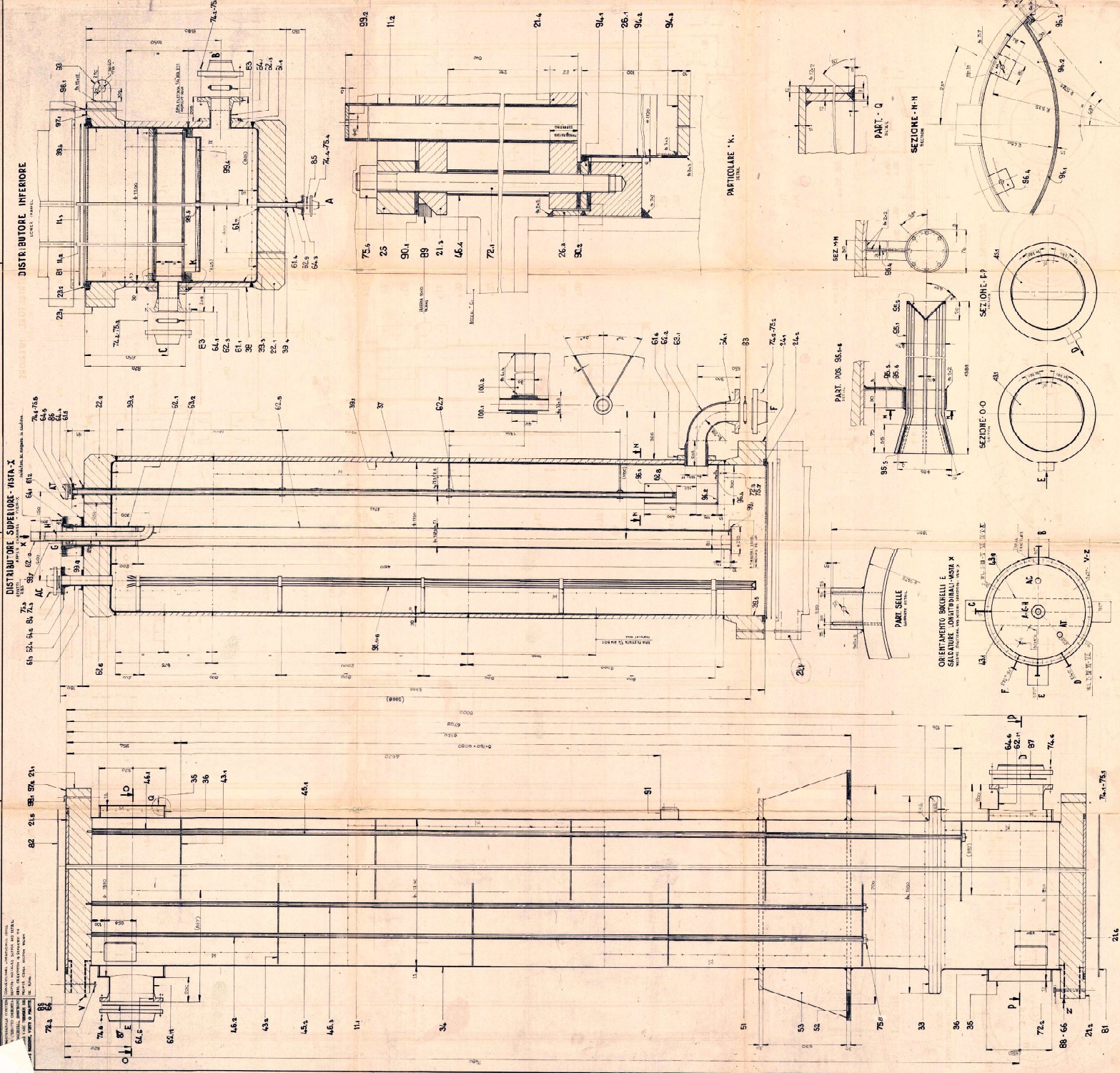
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CONDIZIONI DI PROGETTO DESIGN CONDITIONS

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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, a Memorandum of Understanding (MoU) on Integrity Pact has been signed on 9th May, 2014 by NFL with Transparency International India (Indian chapter of Transparency International).

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

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

(IEMs)

(1). Shri Hermanprit Singh
12, Bevedre Road, Alipore
Kolkata-700027
E-mail: hermanprit@gmail.com;

(2). Shri Rakesh Kumar Agrawal
A-15, Ground Floor
South Extension part-II
New Delhi-110049
E-mail: rkagrawal1958@gmail.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

_____ herein after referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor/s (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 person 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 a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

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

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

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

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/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.
- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

• COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

"The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

यश पाल भगत / Yash Pal Bhagat
उप. महाप्रबन्धक (सागरी) / Dy. G.M. (Mts.)

Place: Nangal
Date: 19.10.2023

Witness 1:

(Name & Address) 19/10/2023

RAMJIT SIMHA

NFL NANGAL

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Vijay Kumar

NFL NANGAL

Witness 2:

(Name & Address)