

**NOTICE INVITING TENDER  
FOR  
FEASIBILITY STUDY  
OF  
GRID CONNECTED SOLAR POWER PLANT**



**NATIONAL FERTILIZERS LIMITED  
( A Govt. of India Undertaking )**

**A-11, Sector-24, NOIDA (U.P.) - 201 301**

**PhoneNo : 0120-2412294, Fax No : 0120-2412218**

**CIN-L74899DL1974GOI007417**

**COST OF TENDER DOCUMENTS : Rs.500/- (Non refundable)**

**LAST DATE OF SUBMISSION OF TENDER: 16.06.2015 BY 3.00 PM**

**TENDER NO : NFL/TECH/CO/SOLAR/01/2015**

**Dated 19.05.2015**

**Invitation to Bid for conducting Feasibility Study for Installation of Grid Connected Solar Power Plants located at NFL's production plants at Nangal (Punjab), Bathinda (Punjab), Panipat (Haryana) and Vijaipur (Madhya Pradesh).**

Dear Sir,

Sealed tenders are invited for above study as per enclosed NIT. The other details are as follows:

NIT NO:	NFL/Tech/CO/Solar/01/2015
DATE OF ISSUE	19.05.2015
BID CLOSING DATE & TIME	16.06.2015 at 15:00 <sup>Hrs</sup>
Un-priced Technical Bid Opening Date & Time	16.06..2015 at 15:30 <sup>Hrs</sup>
Price Bid Opening Date & Time	Shall be intimated after evaluation of Un-priced technical bid is completed.
Venue of Opening	NFL, A-11, Sector-24, Noida, INDIA in the office of DGM-(Technical)
Type of Bid	TWO PARTS
Completion Period	10 (Ten) Weeks
Earnest money Deposit (Refundable)	Rs.25,000/- (Rupees twenty five thousand only) through a DD, in the name of National Fertilizers Limited, payable at New Delhi.
Validity of Offer	90 (Ninety) days from the closing date of submission of bid

Bids shall be submitted in two separate sealed envelopes super scribed with NIT NO., due date of opening etc duly signed by authorized representative on each page. Details are given below:

Envelope-I : Earnest Money Deposit, Technical and Un-priced  
Commercial Bid as per documents indicated in Attachment-II.  
Envelope – II : Price bid only as per Annexure-I of NIT

Following attachments with Annexure enclosed are part of Notice Inviting Tender:

Attachment-I : General Conditions of the NIT  
Attachment-II : Bid Summary  
Annexure-I - Price Schedule  
Annexure-II - Draft of Performance Bank Guarantee  
Annexure –III - Draft Contract  
Annexure-IV - Address of NFL plants.  
Annexure-A - Forwarding letter format.

Bids received incomplete/late/unsolicited will not be entertained.

Bidder is required to go through the DOCUMENTS attached herewith thoroughly and ensure submission of his bid in time. It may be noted that the Bid Document is non-transferable.

Please refer "INSTRUCTIONS TO BIDDERS" appended along with for details.

- Please address the bid and all communications w.r.t. the subject NIT to:  
Mr. Avijit Sinha,  
Dy. General Manager (Technical)  
National Fertilizers Limited,  
A-11, Sector-24,Noida – 201 301  
Telephone No. +91 9560990340 (M), +91 120 241 2294 Extn. 3628  
Mail: [avijitsinha@nfl.co.in](mailto:avijitsinha@nfl.co.in) , Fax. : +91 120 2412397

Please acknowledge receipt of bid documents and confirm by return mail that you are submitting the bid. In case you are not submitting the bid, please do send a regret letter.

Thanking you,

Yours faithfully,  
For National Fertilizers Ltd.

(Avijit Sinha)  
Dy. General Manager (Technical)

## **NATIONAL FERTILIZERS LIMITED**

### **Request for quotation (RFQ) for providing consultancy for feasibility study of Grid connected Solar Power Project at various production units of NFL**

#### **1. NATIONAL FERTILIZERS LIMITED – AN INTRODUCTION:**

National Fertilizers Limited, a leading Public Sector Undertaking, under Ministry of Fertilizers, Government of India is engaged in manufacturing of Urea in various location across the country. The manufacturing units are located at Nangal (Punjab), Bathinda (Punjab), Panipat (Haryana) and Vijaipur (Madhya Pradesh). The Corporate office is located at A-11, Sector-24, NOIDA (UP).

#### **2. INVITATION OF PROPOSAL**

- 2.1** NFL invites proposals from reputed, professional and experienced consultants for providing consultancy service for providing consultancy for feasibility study of Grid Connected Solar Power Project at various location of NFL.

The broad scope of consultancy includes visit of four units of NFL, selection of suitable land areas, preparation of detailed project report with techno-economic Feasibility (Site analysis, Feasibility assessment, Solar Insolation Level, Cost estimation, Financial Analysis etc.), preparation of tender document with detailed design of the projects & technical specifications for installation of grid connected solar power plants at NFL's plants.

#### **2.2 SCOPE OF SERVICE:**

The scope of service is divided into three parts viz.

- 1.** Preparation of Detailed Project Report with Techno-economic Feasibility (Site analysis, Feasibility assessment, Solar Insolation Level, Operating module analysis i.e with CAPEX (Capital Expenditure) and OPEX (Operational Expenditure or Build Own Operate-BOO) , Cost estimation, Financial Analysis etc.)
- 2.** Various options under CAPEX and OPEX module for business operations for selling the generated power from Solar Power plants and recommendation thereof.
- 3.** Preparation of Tender Document with detailed design of the Projects & technical specifications for both the module CAPEX and OPEX and recommendation thereof.

The details of scope of work as indicated above are as under:

##### **2.2.1 PART-I: Preparation of Detailed Techno-economic Feasibility Report (TEFR).**

- a. The consultant is required to visit all four units, identify the suitable sites at different suitable locations of plant/ adjoining areas for setting up the proposed solar power projects, consider grid connectivity and make Techno Economic Feasibility Report (TEFR) separately for each Plant.
- b. The consultant has to calculate the solar isolation level at all proposed/selected sites to estimate the generation quantum. The optimum capacity combination for best revenue realization considering different technologies and availability of land in various potential solar insolation areas of various plants of NFL. Accordingly, number of locations, based on available land & technology, is to be suggested by the consultant for plant-wise individual project.
- c. While selecting location, the consultant is required to consider solar insolation, climatic condition, state solar policy, availability of land, power evacuation arrangement, accessibility, and other relevant factors as required for establishment of a solar power project.

- d. The consultant has to suggest MW capacity of solar power project with optimum combination at each Plant depending on availability of land and suitability of technology.
- e. The consultant has to certify that the returns for the proposals recommended by them are at par with the best in industry with supporting documents.
- f. The consultant is required to prepare and submit Techno Economic Feasibility Reports (TEFR) based on guidelines of Central Electricity Authority (CEA), Ministry of New & Renewable Energy (MNRE), and State nodal agency for Renewable Energy and should include the followings separately for each plant/ unit of NFL:
  - i. Justification for proposed Solar Power Plants as per layout/topography of the land and other inputs viz water and power evacuation etc.
  - ii. Site and Technology assessment.
  - iii. Solar Resource Assessment.
  - iv. Determination of Capacity, Size and Technology of the projects.
  - v. Energy yield assessment.
  - vi. Project implementation schedules.
  - vii. Details of State Government Policy and all guidelines for grid connected Solar Power Plant for concerned states.
  - viii. Details of project clearances required from State Government / Government of India/Statutory/Regulatory Bodies.
  - ix. Details of all legal and safety aspects that will be required pertaining to the project.
  - x. Plot plan and layout of the Solar Power Plant (SPP) showing major equipments, handling facilities and service corridors.
  - xi. Comprehensive Technical description of the SPP and brief specification of all major equipment including Electrical System, Instrumentation and Control System and Civil Design etc.
  - xii. Clean Development Mechanism (CDM) benefit proposals.
  - xiii. Manpower planning and organizational set up.
  - xiv. Project implementation Schedule showing key milestone activities.
  - xv. Estimation of the project cost with broad and detailed breakup under major heads and phased expenditure over the period of project execution.
  - xvi. Computation of cost of generation at SPP bus, tariff structure and payback period.
  - xvii. Provision being made for future expansion of the project.
  - xviii. Investment and likely revenue realization taking into account all the statutory and regulatory requirements, taxes etc, the benefits provided by state & central agencies (as GBI, REC etc) at

0:100 and 70:30 debt : equity ratio.

- xix. The consultant has to project annual cash flow for 25 years, IRR, DSCR, other key financial ratios, per unit generation cost, payback period, sensitivity analysis etc. for each Plant/ proposal.
- xx. Preparation of power point presentation for draft TEFR & present the same. TEFR for each project i.e. Plant wise for the various Plants are to be submitted.

#### **2.2.2 PART-II: Preparation of Tender Document with detailed design of the Projects & technical specifications.**

The consultant is required to prepare Request for Proposal (RFP), Tender Document with detailed technical specification considering power evacuation with detail drawings etc. as required for EPC and LSTK contract for the MW Solar Power Project at the selected location(s). Separate tender documents for each plant/ location shall be prepared by the consultant based on the prevailing Government schemes applied.

#### **2.2.3 PART-III : Business Module formulation:**

The consultant is required to device suitable business module for operation both for CAPEX and OPEX module of operation. Options for sale of power so generated in each Solar Power Plant through grid have to be submitted by the consultant.

#### **2.2.4 IMPORTANT NOTE:**

1. The consultant is required to provide all necessary assistance for selection of the final location(s) in plant/ unit area & technology and subsequently prepare the Request for Proposal (RFP) for EPC contract. The consultant is required to note that the service envisaged for a complete and comprehensive advice for establishment of grid connect solar power project in the location finalized in TEFR with best techno-commercial consideration.
2. The consultant has to make the required site visits to assess/check the ground realities without any additional cost implications.

### **3. ELIGIBILITY CRITERIA:**

- i. The bidders shall be an Indian based Consultant/Firm/Organization/ engaged in providing consultancy for preparation of feasibility report for installation of Solar Power Plant in India. Kindly submit documents relevant to formation/ constitution of company.
- ii. The government owned institutions may participate if they can establish that they are legally and financially autonomous and operate under commercial law fulfilling the above description. Kindly submit Memorandum and Article of Association.
- iii. The bidder in its name shall have PAN(Permanent Account Number) and Service Tax Registration Number. Kindly submit copy of PAN and Service Tax Registration number.
- iv. **Bidder's Credential Requirements:**
  - (1) Average Annual turnover of the consultant/consultancy firm under its name should be minimum Rs.5 lakhs in last three financial years i.e.2011-12,2012-13 and 2013-14 as per audited Profit & Loss account. Kindly submit audited annual reports.
  - (2) The bidder should have been taken-up at least **one** consultancy services project under its name for preparation of TEFR of minimum 5MW rating Solar Power Plant in the last 5 years as on 31<sup>st</sup> December2014 in India and submitted the report. Kindly submit the document relevant to submission of TEFR report.

OR

The bidder should have been taken-up at least **two** project consultancy services under its name for preparation of TEFR of minimum 2.5MW rating Solar Power Plant in the last 5 years as on 31<sup>st</sup> December 2014 in India and submitted the report. Kindly submit the document relevant to submission of TEFR report.

Work orders must be furnished along with details to be given as per following Proforma:

Sl No	Description of work carried by the bidder	Name & Address of the client/ past	Value of work order In INR	Period of work order & date of completion

**Note: All the documents submitted by bidder in support of eligibility criteria should be duly self-attested.**

### **3. INSTRUCTION TO BIDDERS**

- 3.1 Bidders are expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFQ will be at the Bidder's own risk.
- 3.2 It would deemed that prior to the submission of the Proposal, the Bidder has:
  - i. Made a complete and careful examination of requirements and other information set forth in this RFQ.
  - ii. Received all such relevant information as it has requested from NFL.
  - iii. Made a complete and careful examination of the various aspects of the Project.
- 3.3 NFL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- 3.4 The bidder shall bear all costs associated with the preparation or delivery of its Bid, participating in discussions. NFL will in no case be responsible or liable for those costs and expenses regardless of the outcome of the bidding process.
- 3.5 The bid and all correspondence incidental and related to bid shall be written in English language. Any printed literature and document submitted in any other language shall be accompanied by authenticated English translation, in which case, for the purpose of interpretation of the bid, English translation shall govern. Responsibility for correctness in translation shall lie with the agencies.
- 3.6 Bidder shall not disclose confidential information to any third party without prior written approval of NFL.
- 3.7 NFL reserves its right to call for original of the supporting documents for verification if so

deemed fit and also cross-check for any details as furnished by the bidder from their previous clients etc. Bidder shall have no objection whatsoever in this regard.

- 3.8 NFL reserves the right to make use of available in-house data for evaluation of the bids that have submitted against this request.
- 3.9 NFL will examine the Bids for its completeness, whether the documents have been signed, whether they are complete and whether the details furnished are generally in order.
- 3.10 Bidders may note that mere issuance of tender and/or submission of Bids shall not entitle automatic qualification in the bid.
- 3.11 Canvassing in any form by the agency or by any other agency on their behalf may lead to disqualification of their bids.
- 3.12 NFL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground for the NFL's action.
- 3.13 NFL reserves the right to invite fresh proposals with or without amendment of the RFQ at any stage without any liability or obligation for such invitation and without assigning any reason thereof.
- 3.14 NFL reserves the right to reject any Proposal if:
  - i. At any point of time, a material misrepresentation is made or uncovered for a bidder.
  - ii. The bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- 3.15 Incomplete offers are likely to be rejected. NFL reserves the right to accept or reject the offers without assigning any reason.
- 3.16 Any bidder requiring any clarification on the terms and conditions for this RFQ may notify the NFL in writing or facsimile or e-mail ([avijitsinha@nfl.co.in](mailto:avijitsinha@nfl.co.in)) so as to reach Dy. General Manager (Technical), NFL. at least before 3 days of due date of submission.
- 3.17 The successful bidder is required to sign the agreement in the format furnished at Annexure-IV.
- 3.18 All correspondence/enquiry should be submitted to the following in writing by fax/post/courier/e-mail:

Dy. General Manager (Technical)  
National Fertilizers Limited,  
A-11, Sector-24,  
Noida – 201 301  
Telephone No. +91 9560990340 (M), +91 120 241 2294 Extn. 3628  
Mail: [avijitsinha@nfl.co.in](mailto:avijitsinha@nfl.co.in)  
Fax. : +91 120 2412397
- 3.19 No interpretation, revision, or other communication from NFL regarding this solicitation is valid unless in writing and signed by Dy. General Manager-(Technical), or sent from his e-mail id ([avijitsinha@nfl.co.in](mailto:avijitsinha@nfl.co.in))

**4. VALIDITY OF OFFER:**

The bid or proposal shall be valid for a period of ninety (90) days from the due date of bid opening.

**5. OBLIGATIONS OF NFL:**

NFL shall provide all information and authority letter etc. as may be reasonably required by the Consultant in the performance of their services under this assignment. However, the consultant will not be relieved of its obligations to complete the work due to non-availability of any information.

**6. OBLIGATIONS OF AGENCY:** Services to be performed by the Consultant will be strictly as per scope described above.

**7. TIME SCHEDULE:** Following will be the timelines for carrying out the study:

Sr. No.	Acti	Time schedule
1	Date of issue of Work Order/ LOI which ever is earlier	Zero date
2	Kick off meeting at NFL, NOIDA	Zero date + 1 Week
3	Site Visit and site assessments	Zero date + 3 Week
4	Submission of draft feasibility report	Zero date + 6 Week
5	Submission of final feasibility report	Date of clearance on draft feasibility report by NFL + 1Week
6	Submission of Business module of operation	Date of clearance on draft feasibility report by NFL + 2Week
7	Submission of draft Tender Document	Date of clearance on draft feasibility report by NFL + 3Week
8	Submission of Final tender Documents	Date of clearance on draft tender documents by NFL + 1Week

The above time schedule is applied for both CAPEX and OPEX module of operation from sl no 1 to 8.

NFL will give clearance in writing for going ahead from sl no-4 to sl no-5. Similarly clearance will be given by NFL in writing for going ahead from sl no 7 to sl no 8. Bidders shall commence the activity indicated in sl no-5 to sl no-8 only after getting clearance from NFL. The clearance by NFL shall indicate for going ahead for performing further activities in the said study for any or all the units of NFL based on the report received under sl no-4. NFL will take minimum of 02 (Two) weeks for such intimation. Similarly NFL will take minimum of 02 (two) weeks to suggest comments on draft tender documents. The final tender documents shall be submitted by the bidder after incorporating the comments of NFL. Time taken by NFL in both the cases shall not be accounted in the above time frame.

**8. DELIVERABLES:**

Based on the scope of work, the following reports are to be submitted with all necessary supportive documents:

- I. DPR cum TEFDR-Draft copy for all four units/ plants of NFL (2 copies) & Power Point Presentation for the same.
- II. TEFDR-Final copy incorporating required changes from NFL’s comments for all four units/ plants of NFL (3 copies)
- III Business Module for operation for all four units/ plants under CAPEX and OPEX module (02 copies each for each unit)
- IV. Tender Document with detailed technical specification (RFP) for EPC/ LSTK contract (3 copies).

Any model developed for assessing the financials shall be the property of NFL and the same shall have to be submitted to NFL.

**9. COMPENSATION FOR DELAY:**

Subject to force majeure and the extensions as may be allowed due to changes in work, Consultant



guarantees to complete the work in agreed time schedule. In the event of the CONSULTANT failing to complete the work within the agreed time schedule for reasons solely attributable to Consultant, Consultant agrees to pay to NFL a compensation equal to 0.5% (half percent) of its fees for every completed week of delay exceeding 1 weeks of the stipulated period subject to a maximum of 10% (Ten percent) of Consultant's fees, for all such delays. The decision of competent authority of NFL is final & binding in this regard. The overall delay shall be accounted for working out the penalty for completion of total assigned job consisting of various activities.

#### **10. FEES :**

NFL shall pay consolidated lump sum fee for the complete work i.e. **CONSULTANCY FOR ESTABLISHMENT OF FEASIBILITY OF GRID CONNECTED SOLAR POWER PROJECTS AT VARIOUS UNITS/ PLANTS OF NFL ON EPC/ LSTK BASIS, BUSINESS MODULE OF OPERATION FOR GENERATED POWER AND PREPARATION OF TENDER DOCUMENT.** The consolidated fee shall be inclusive all expenditures. Applicable taxes and duties will be paid extra to the consultant. The fees quoted above should be in Indian Rupees. Taxes and duties part need to be indicated with percentage also separately. Fee should be quoted in the price bid format enclosed herewith at Annexure-I

#### **11. TERMS OF PAYMENT:** The fees shall be paid as per the following terms of payment:

The NFL shall pay charges for each term as quoted by the Consultant pursuant to charges quoted in the following manner:

- Step-1: 40% of the charges quoted on submission of Draft Feasibility Study report (TEFR) of all units separately.
- Step-2: 20% of the charges quoted on submission of Final Feasibility Study report of all units separately.
- Step-3: 15% of the charges quoted on submission of Submission of Business Module of operation (under both CAPEX and OPEX module separately).
- Step-4: 10% of the charges quoted on submission of Submission of Draft Tender Document (under both CAPEX and OPEX module separately for all four units)
- Step-5: 15% of the charges quoted on submission of Final Tender Documents (under both CAPEX and OPEX module separately for all four units).

In case draft TEFR report is indicating non feasible in any or all the units, NFL reserve the right to short close or limit the scope to any particular unit / units. The payment shall be restricted upto Step-1 above for that particular unit/ units. No claim for payment for subsequent activities thereafter shall be entertained in any circumstances for the unit/ units for which NFL short closed for further study.

All the payment shall be released within 30 days from date of receipt of invoice along with document related to the activity indicated above.

#### **12. Performance Bank Guarantee:**

The successful Bidder shall furnish a Performance Bank Guarantee (PBG), within **one week** of issue of LOI, of an amount equivalent to 10% (ten percent) of the CONTRACT VALUE payable to the CONSULTANT for conducting Feasibility study. The Bank Guarantee shall be kept valid initially for 24 (Twenty Four) weeks or till the completion of study which so ever is later with a claim period of 6 (six) months, which shall be extended further as may be required & asked for by the NFL till completion of the work. The Performance Guarantee shall be in the form of a Bank Guarantee, on prescribed Performa enclosed with as per Annexure-II, issued by the Nationalized Bank in India in favour of the NFL.

For Firms registered with NSIC and/ or MSME, the NSIC and/ or MSME Certificate should be considered for acceptance for granting exemption from submission of PBG only if the item/ defined job against this NIT is appearing in the NSIC and/ or MSME Certificate in the form of broad description or similar nature to the item as per requirement.

**13. CONTRACT:**

- i) The Consultant shall be required to execute an AGREEMENT with NFL within 7(seven) days of the receipt of the letter of Intent (LOI) for carrying out the work according to the ITB documents and/or as per agreed scope of work and terms and conditions. This AGREEMENT to be executed will be in the prescribed form (enclosed at Annexure-III) on a non-judicial stamp paper of Rs.50/- for Delhi and Rs. 100/- for Noida and other States. The cost of Stamp paper shall be borne by Consultant.
- ii) Though the AGREEMENT shall be signed within 7 (Seven) days of receipt of LOI, the effective date of the Contract shall be the date when LOI is issued by the NFL

**14. SUBMISSION OF BIDS BY THE BIDDER:**

Consultant shall submit the bids in **duplicate** in two parts each in a separate sealed cover prominently super scribed as envelope-I & II for the scope of work above and as per the enclosed general terms and conditions and also indicating on each of the envelope 'the Bid No.' and "date of opening". These two envelopes shall contain the details of the bid on the following manner:

Envelope I      Technical and Un-priced Commercial offer and Unpriced "price schedule" along with bid summary, as per Attachment – I.

Envelope II      Price bid only (in the form of 'Price Schedule' submitted in the envelope I). The schedule of prices shall also indicate total prices in figures as well as in words.

Sealed envelopes I & II with above details shall be submitted in a sealed envelope containing these two envelopes and shall be super scribed as under in Bold Letters:

"Bid for Feasibility study for installation of Grid Connected Solar Power plants at NFL's four units."

NIT No. NFL/TECH/CO/Solar/01/2015

Due Date & Time 16.06.2015 at 15.00 hrs

and shall **be submitted to**

The Dy. General Manager (Technical)

National Fertilizers Limited,

A-11, Sector-24, Noida, (UP) Pin: 201 301

INDIA

Envelope-I shall be opened first. After examining the above Techno-commercial bids, the price bid under Envelope-II shall be opened at a later date to be notified by the NFL.

**15. EVALUATION CRITERIA:**

Bidders have to quote their charges for all the units of NFL. The technically qualified bids shall be evaluated based on the Grand Total quoted in price bid considering the quoted charges and implication of applicable tax. The Lowest quoted bid shall be considered as L-1.

**16. OTHER CONDITION:**

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. The Tenderer has to submit a declaration along with the technical Bid, in the form of an affidavit duly notarized, stating:

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

(b) That the Bidders, their associates, Sister concerns etc. have not been black-listed/de-listed or are put on holiday by any Institutional agency/Govt. deptt./Public sector undertaking in the last two years.

(c) That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the bidder without any lapses.

The bidders are required to submit the list of Sister / Group / Associates Company name along with the directors / partners/ proprietors of these companies. In case of concealment of any fact, if detected later on, such tenderer will be debarred from all future dealings with NFL including other suitable action by NFL. The Sister / Group / Associates Company shall not be allowed to participate in NFL's future tender for installation of Solar Power Plant at various units of NFL.

**GENERAL CONDITIONS OF NIT**

**1.0 DEFINITIONS**

In the NIT, the following words and expressions are used in the following senses, unless a contrary intention appears from the context:

- 1.1 **‘OWNER’** shall mean National Fertilizers Ltd. (NFL) incorporated in India under the Companies Act 1956, having its registered office at Core-III, Scope Building, 7-Institutional area, Lodi Road, New Delhi-110003 and corporate office at A-11, Sector-24, Noida 201301, District Gautam Budh Nagar, (U.P.).
- 1.2 **‘NOTICE INVITING TENDER’ (NIT)** shall mean and include the present document together with such supplements and addendum which may be issued by the OWNER from time to time, detailing therein the scope of job to be undertaken and executed by the CONSULTANT for the proposed feasibility Study of NFL unit.
- 1.3 **‘BID’** shall mean offer/proposal/document that the bidder submits in the required and specified form in accordance with the provisions of NIT duly signed by the bidder’s legally authorized signatory under seal of his firm/company.
- 1.4 **‘CONSULTANT/CONTRACTOR’** shall mean the firm or party on whom the Letter Of Intent/Work order for faithful execution of the work mentioned here in is placed and shall include his/her/their heirs, legal representatives, successors and permitted assigns.
- 1.5 **‘ENGINEER –IN-CHARGE’** shall mean the person designated as such by the OWNER and shall include those who are expressly authorized to act for and on his behalf for operation of the ‘CONTRACT’.
- 1.6 **‘SITE’** shall mean the site of proposed work i.e. Nangal, Bathinda, Panipat and Vijaipur Unit of NFL for which work is to be performed.
- 1.7 **‘EQUIPMENT’** shall mean any machinery, equipment, instrument or electrical items within the battery limit of Site.
- 1.8 **‘WORK’ or ‘WORKS’** shall mean all the services/tasks/jobs undertaken and to be executed by the CONSULTANT pursuant to/under the CONTRACT from time to time.
- 1.9 **‘CONTRACT VALUE’** shall mean the sum total of charges to be paid to the CONSULTANT for the subject study. All Taxes and duties like service tax and income tax shall be excluded.
- 1.10 **LETTER OF ACCEPTANCE OF BID, LETTER OF INTENT (LOI) and/or LETTER OF AWARD OF WORK ORDER** shall mean a letter in writing sent by the OWNER by registered post and/or confirmed by a concurrent telex or fax transmission, to the last known private or business address or the registered office of the CONSULTANT informing/notifying the CONSULTANT that his Bid/Offer has been accepted, subject to conditions as stated therein.
- 1.11 **‘FINAL ACCEPTANCE’** shall mean the OWNER’S written acceptance of the satisfactory execution of the work by the CONSULTANT in accordance with WORK ORDER/CONTRACT.
- 1.12 **‘COMPLETION PERIOD’** shall mean the period by/during which the WORK shall be completed as agreed herein between the OWNER and the CONSULTANT.
- 1.13 **‘CONTRACT’** shall mean and include the LOI/WORK ORDER/Formal Agreement/NIT document, drawings and other annexure hereto, General terms & conditions of the CONTRACT, Special Terms & Conditions of CONTRACT, Special specifications, if any and all these documents taken together shall form one document and shall be deemed to form one CONTRACT and shall be supplementary to one another.

The CONTRACT shall be drafted on non-judicial stamp paper of appropriate value and shall be signed by the authorized officers of both the CONSULTANT and the OWNER in the presence of witnesses as per format to be supplied to the successful BIDDER.

- 1.14 **‘DRAFT REPORT’** shall mean the report submitted by the Consultant as per the scope of work defined under Clause 2.2.1 of RFQ.
- 1.15 **‘FINAL REPORT’** shall mean the report submitted by the Consultant after incorporating changes mutually agreed during the meeting with the Owner on the Draft Report submitted by them.
- 1.16 **‘DATE OF CONTRACT’** shall mean the calendar date on which the OWNER and the CONSULTANT sign the ‘CONTRACT’.
- 1.17 **‘ZERO DATE’** shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, which ever is earlier.
- 1.18 **‘DRAWINGS’, ‘PLANS’** shall mean all:
- a) Drawings/sketches/single line diagram etc. furnished by the OWNER as a basis for proposals
  - b) Supplementary drawings furnished by the OWNER to clarify and to define in greater detail the intent of the NIT and/ or CONTRACT.
  - c) Drawings submitted by the CONSULTANT with his proposal, provided such drawings are acceptable to the OWNER:
  - d) Drawings furnished by the OWNER to the CONSULTANT during the progress of the work and
  - e) Engineering data and drawings submitted by the CONSULTANT during the progress of the work provided such drawings are acceptable to the OWNER.
- 1.19 **‘ACTS’/‘CODES’** shall mean, but not limited to the following, including the latest amendments, and/or replacements, if any:-
- a) Indian Electricity Act, 1905 and Rules and Regulations made there under.
  - b) Indian Factory Act, 1948, and Rules and Regulations made there under.
  - c) A.S.M.E Testing Codes (ASME-PTC).
  - d) A.I.E.E Test Codes
  - e) American Society of Testing of Materials (ASTM Codes).
  - f) Relevant standards of the Bureau of Indian Standards (IS Codes)
  - g) Arbitration and Conciliation Act, 1996, and Rules made there under.

1.20 **‘DAY’** shall mean a calendar day.

1.21 **‘WRITING’** shall mean any document duly signed by a person authorized by CONSULTANT or OWNER.

#### GENERAL INSTRUCTIONS AND INFORMATION

##### 2.1 BIDDER TO ACQUAINT HIMSELF FULLY

The CONSULTANT shall acquaint himself fully and thoroughly with the conditions and limitations including scope, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed. Failure to comply with the aforesaid requirements will not relieve the CONSULTANT of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.

The Bidder shall give an undertaking in the Techno-Commercial (Cover-I) offer to the effect that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no

deviations to NIT have been taken while making the offer. In case any deviation is made, the same shall be listed in separate sheet in the Techno-Commercial offer.

CONSULTANT shall give and mention in his bid an express acknowledgement that he has examined all documents forming part of the NIT and all addenda and other communications, clarifications, etc. received from OWNER. Unless otherwise specifically stated in his bid, it will be assumed that all terms and conditions of NIT are accepted by the CONSULTANT without any reservations whatsoever.

## **2.2 CONTRACT TO BE TREATED AS CONFIDENTIAL**

**2.2.1** NIT, CONSULTANT Bid and subsequent correspondences, Minutes of Meetings (MOMs), record notes of discussions, etc. shall be kept confidential. The reports prepared for the subject assignment under the CONTRACT shall be the property of OWNER and the contents of these NIT/reports shall not be divulged to any outside party without the prior written consent of OWNER.

**2.2.2** Any information obtained in the course of the execution of the Contract by the Consultant, his employees or agents or any person so employed by him, as to any matter whatsoever, which would or might be directly or indirectly of use of the party other than NFL must be treated as 'secret' and shall not at any time be communicated to any person without prior approval/permission of the owner.

**2.2.3** The terms and conditions of the CONTRACT shall not be disclosed by either party to any third party without prior written consent of the other party. This provision is however not applicable for disclosure to the Government / Statutory authorities of India and either party's Bankers & Members.

## **2.2.4 DISCLOSURE TO GOVERNMENT**

The CONSULTANT shall have no objection to the OWNER disclosing information referred to in Clause 2.2.1 at any time to NFL's Management/Board and Government of India.

## **2.3 ADDRESS FOR CORRESPONDENCE**

All requests for clarifications etc. on this NIT shall be submitted at the address given in clause No.14.0 of RFQ.

## **2.4 INSERTIONS, POST-SCRIPTS ETC.**

Insertions, post-scripts, additions & alterations made to the bid shall not be entertained and recognized unless received prior to the closing date and time of the Bid and confirmed by the Bidder's signatures. All pages of the bid/tender document shall be authenticated by the Bidder.

## **2.5 SIGNATURES TO BID**

The bid shall be signed by the legally authorized principal officer(s) of the CONSULTANT Power of attorney granted in favour of such officer(s) for the purpose shall accompany the bid.

## **2.6 CONSULTANT TO EXECUTE WORK AS PER CONTRACT**

The CONSULTANT shall execute the Work in strict conformity with the terms and conditions as stipulated and provided for in the LOI/Work Order/CONTRACT, placed on/ entered into with the CONSULTANT. The CONSULTANT shall not vary or deviate from the said plans and specifications without having first obtained the prior permission in writing from the OWNER.

## **2.7 PRICES IN WORDS TO PREVAIL**

All the prices in the bid shall be given both in words as well as in figures. In case of any discrepancy between the two amounts, those given in words shall prevail.

## **2.8 ACCEPTANCE OF BID**

NFL may not consider any tender/bid which is incomplete and not prepared in accordance with the provisions set forth in this NIT and may reject the same. Any tender/bid received after the closing date is liable to be rejected without any further consideration. Further the OWNER reserves the right in his sole

and unfettered discretion to reject any or all bids without assigning any reason whatsoever. The OWNER does not bind himself to accept the lowest bid.

## **2.9 PAYMENT FOR PREPARATION OF BID DOCUMENT**

The Bidder shall not be entitled to claim any cost, charges, expenses, losses, incidentals to the preparation and submission of this tender even if the OWNER may decide to withdraw the NIT or even otherwise.

## **2.10 BID LANGUAGE**

The bid prepared by bidder and all correspondence/ drawing/ documents relating to the bid between bidder and Owner shall be written in English language only. In case the literature is furnished in another language, same may be accompanied by English translation which shall govern in case of any variation.

## **2.11 EARNEST MONEY DEPOSIT (EMD)**

Tenders must be accompanied by Earnest Money Deposit of Rs. 25,000/- (Rupees twenty five thousand only). Tenders without EMD shall be summarily rejected. EMD can be submitted in the form of:-

- a) A Crossed Demand Draft, from a schedule bank excluding Gramin/Co-Operative Banks, drawn in favour of National Fertilizers Limited payable at New Delhi Or Bank Guarantee in the prescribed format from any scheduled bank excluding Gramin/Co-Operative Banks. The BG should be valid for a period of minimum four months (including claim period of three months) and the party should give an undertaking for extension of the validity of the BG in case the same is desired by NFL.
- b) Cheques will not be accepted in any case.
- c) 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.
- d) Earnest money deposited by unsuccessful tenderers shall be returned as early as possible.
- e) No interest will be paid on the Earnest Money Deposit.

## **2.12 EXAMPTION OF EMD:**

For Firms registered with NSIC and/ or MSME, the NSIC and/ or MSME Certificate should be considered for acceptance for granting exemption from submission of EMD only if the item/ defined job against this NIT is appearing in the NSIC and/ or MSME Certificate in the form of broad description or similar nature to the item as per requirement.

## **3.0 CLARIFICATIONS**

The OWNER shall furnish clarifications to the Bidders as and when required and requested by the Bidders to the best of Owner's knowledge and information, to the extent, it is available with the OWNER. All requests for interpretation or clarification shall be submitted to the address given in clause 14.0 of RFQ. Any further data required shall be obtained by the Bidders and the source of such data shall be indicated. However, a failure to receive any such addendum or interpretation or clarifications shall not relieve a bidder of any of the obligations under the bid as submitted.

## **4.0 SHORT CLOSURE**

Owner may terminate the Contract due to any reason including reasons due to force Majeure, regulations or ordinance of Government of India or any other reasons beyond control of the Owner.

If the Owner due to reasons (s) of Force Majeure like war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or ordinance or requirement of Government of India or any sub-division thereof, or authority or representative of Government of India or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto or because of any act of GOD, beyond the control of Owner short closes the Contract, the Owner shall pay to the CONSULTANT, compensation for the meaningful services rendered by the Consultant on furnishing of documents and proof of services and expenditure incurred by the CONSULTANT. No other charges will be admissible.

## **5.0 RIGHTS OF OWNER**

- 5.1 A unilateral stoppage of work by the CONSULTANT shall be considered a breach of the CONTRACT and the OWNER reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the CONSULTANT. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available.
- 5.2 In the event the CONSULTANT fails to fulfill his obligations under the CONTRACT, the OWNER shall have the right to get the work done by any other agency, at the risk and cost of the CONSULTANT.

## **6.0 WORK TO BE OPEN TO INSPECTION**

All work under or in course of execution or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of the officer-in-charge and his authorized subordinates, and the Consultant shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Officer-in-charge or his subordinate to visit the works shall have been given to the Consultant, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the Consultant's agent shall be considered to have the same force as if they had been given to the Consultant himself.

## **7.0 SETTLEMENT OF DISPUTES**

All disputes or differences of any kind, whatsoever arising out of or in connection with the CONTRACT, whether during the progress of the work or after its completion and whether before or after short closure of the CONTRACT, shall be referred by the CONSULTANT to the OWNER and the OWNER shall within a reasonable time after such representation, make and notify his decision(s), thereon, in writing. The decision, directions and certificates with respect to any matter, as is especially provided for by these conditions, given and made by the OWNER (which matters are hereinafter referred to as Expected matters) shall be final and binding upon the CONSULTANT. In case the decision of OWNER is not acceptable to the CONSULTANT, he can resort to the remedies under Arbitration as specified in Clause 14.0 of General Terms & Conditions. However, if the final bill is signed by the CONSULTANT as 'Accepted' in full and final settlement thereof, no dispute raised thereafter shall be valid.

## **8.0 OBSERVANCE & COMPLIANCE OF STATUTORY RULES/LAWS**

- 8.1 The rights and obligations of the OWNER and the CONSULTANT and provisions of the CONTRACT shall be governed and construed by and in accordance with the laws of India.
- 8.2 The CONSULTANT shall be singularly responsible to secure strict compliance with all Central and State laws as well as the rules, regulations, by-laws and orders of the local authorities and statutory bodies as may be in force, from time to time.
- 8.3 It shall be the duty of the Consultant to pay the wages to its employees as specified by the Government from time to time. The consultant shall have no right whatsoever to claim the escalated wages after the award of the contract from OWNER as notified by the Government from time to time. Upward revision in the minimum wages from time to time shall be deemed to have been inbuilt in the rates quoted by the Consultant.

## **9.0 CO-OPERATION**

The CONSULTANT and the OWNER shall cooperate with each other and make best efforts for smooth execution of the Work and co-operate with and assist all others who may be performing services for the OWNER in connection with the Work under the CONTRACT.

## **10.0 SUB-LETTING OF WORK**

The CONSULTANT shall not assign or sublet the Work under the CONTRACT or any part thereof or any share or interest therein without prior written consent/permission of the OWNER.

## **11.0 MEASUREMENT SYSTEM**

SI system will be adopted for the collection/reporting of data and in the preparation of the reports.



## **12.0 INDEMNITY OF THE OWNER**

The CONSULTANT shall at all times indemnify and keep indemnified the OWNER and/ or its employees against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of consequence of the execution of the works and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in the respect of or in settlement thereto.

- 12.1 The Consultant shall at all times indemnify the Owner against any claim which may be made under Workmen's Compensation Act or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the Consultant or not.
- 12.2 The Consultant shall at all times keep the OWNER indemnified against all claims, damages or compensation under the provisions of payment of Wages Act, 1936, Minimum Wages 1948, Employees Liability Act 1938, The Workmen Compensation Act, 1923, Equal remuneration Act-1976, Employment of Child Labor Act –1938, Abolition of bonded labor Act and the Contract Labour (Regulation and abolition) Act-1970 or any other Act regulating the employment of Labour by Consultant.
- 12.3 The Consultant shall at all times indemnify Owner against all claims which may be made in respect of the plant and machinery for infringement of any right protected by patent, registration of design and trade mark. Provided always that in the event of any claim in respect of any alleged breach of patent, registered designs or trade mark made against the Owner, the same shall be notified to the Consultant and Consultant shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

## **13.0 FORCE MAJEURE**

Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause.

On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence thereof this effect.

## **14.0 ARBITRATION**

- a) "Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of C&MD, National Fertilizers Limited or his/her nominee.

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

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

If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.”

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

## **15.0 NOTICES AND ADDRESSES**

Unless another form of notice is specified for a specific purpose under the CONTRACT, any notice or order required or permitted under this CONTRACT shall be in writing and shall be given either personally or by post or telegram or fax. In case of telegram and fax, messages should be confirmed by concurrent letters and shall be deemed to be sufficiently given if and when received by the party in normal course to be notified at the address set forth herein or if and when mailed by registered post, postage pre-paid addressed to such party at the address set out below:

In the case of OWNER:

All correspondence with respect to NFL shall be given at the following two addresses:

- a) Dy. General Manager (Technical)  
National Fertilizers Limited  
A-11, Sector-24, Noida.,  
Gautam Budh Nagar, U.P. (India)  
Ph NO. + 91 9560990340  
Mail: [avijitsinha@nfl.co.in](mailto:avijitsinha@nfl.co.in)

And in the case of the CONSULTANT at: (to be specified later on)

Each party may change the address at which notice is to be received by duly notifying the other party.

## **16.0 JURISDICTION OF COURTS**

All actions at law or suits arising out of or in connection with this contract or the subject matter thereof shall be instituted in a court of competent jurisdiction in the state of Delhi.

## **17.0 OBLIGATION OF THE OWNER**

The obligation of the OWNER for fulfillment of the work shall be as follows:

- 17.1 The OWNER shall nominate Officer/Officers to represent OWNER for the purpose of the work and will notify the CONSULTANT accordingly.
- 17.2 The OWNER shall supply to CONSULTANT within reasonable time all necessary and relevant data and information as per the availability and as may be required in furtherance of the CONTRACT.
- 17.3 The OWNER shall review and approve all sketches, drawings, reports, recommendations and other matters referred to him for decision by the CONSULTANT within such reasonable time as not to delay or disrupt the performance of the CONTRACT of their services, without prejudice to the responsibility of the CONSULTANT under the CONTRACT.
- 17.4 The OWNER shall pay to the CONSULTANT for the services under the CONTRACT as per agreed terms of payment.

## **18.0 OBLIGATIONS OF CONSULTANT**

The obligations of the CONSULTANT in fulfillment of the Work shall be as follows:

- 18.1 The CONSULTANT shall nominate Officer/Officers to represent the CONSULTANT for the purpose of the Work and will notify the OWNER accordingly.
- 18.2 The CONSULTANT shall exercise all skill, care and diligence in the discharge of the services agreed to be performed by him, under the CONTRACT.
- 18.3 The CONSULTANT shall execute the "Work" provided for and entrusted to him as per the NIT and/or CONTRACT in a thorough and workmanlike manner and with the best resources available with him in a professional manner in accordance with the plans, specification, terms and conditions contained herein or annexed hereto or contained in or annexed to the CONTRACT and the CONSULTANT warrants about the workmanship of the work executed by him and of the soundness of the documentation etc. as required of him under the CONTRACT.

## **19.0 INSURANCE**

- 19.1 The CONSULTANT shall be solely responsible for any loss, damage or injury etc. caused to his personnel deputed by him for the work under the CONTRACT. Any compensation whatsoever payable on that account shall be borne and paid by the CONSULTANT exclusively. The CONSULTANT will arrange for necessary insurance coverage for the same at his own cost. The Consultant shall take Insurance cover for his employees to cover his liability under workmen compensation Act. The Consultant shall also take medical cover under his insurance policy to meet medical treatment expenses of his employees in the event of accident while on duty.
- 19.2 The CONSULTANT shall indemnify the OWNER and every officer and employee of the OWNER against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with matters referred to in relevant clauses and against all actions, proceedings, claims, demands, costs and expenses which may be made against the OWNER for or in respect of or arising out of any failure by the CONSULTANT in the performance of his obligations under the CONTRACT.
- 19.3 The CONSULTANT will indemnify the OWNER from all claims for injury caused to any person, while in or upon the site of the OWNER.

## **20.0 TITLE OF DOCUMENTS**

### **20.1 TITLE OF TECHNICAL DATA FURNISHED BY NFL**

Title of all technical data and information furnished to the CONSULTANT by the OWNER under the CONTRACT shall remain with the OWNER. Such data shall not be used or divulged to others by the CONSULTANT without the prior written consent of the OWNER, as the case may be except for the use in connection with the performance of the CONTRACT.

### **20.2 TITLE TO TECHNICAL DOCUMENT FURNISHED BY THE CONSULTANT**

Title to all the technical documents prepared and furnished by the CONSULTANT to the OWNER under the CONTRACT shall remain with the CONSULTANT. However, it is understood that only know-how incorporated in such documents shall remain with such party who provides the know-how. Any of the said technical documents, prepared and furnished by the CONSULTANT to the OWNER hereunder shall be kept by the OWNER as secret and confidential and the OWNER shall not use them for any purpose other than the intended purpose, nor disclose or divulge whole or part of these to any third party without prior written consent of the CONSULTANT. The secrecy and confidentiality of the documents mentioned herein shall not apply to any technical documents:

- i) Which at the time of disclosure, are in the public domain
- ii) Which, after disclosure, become part of the public domain
- iii) Which the OWNER can show were in the OWNER's possession at the time of the disclosure and were not acquired directly or indirectly from CONSULTANT and
- iv) Which have been furnished or made known to the OWNER by third party as a matter of right and without any restriction on disclosure.

**21.0 EXPIRATION OF REGISTRATION**

Notwithstanding the fact that the CONTRACT is short closed for any reason, whatsoever and ceases to operate and bind the parties hereto, it is declared that this clause shall remain operative until the aforesaid technical data, information or documents lose their confidential character for any reason whatsoever.

**22.0 AUTHENTICITY OF DATA & CLARIFICATIONS**

The CONSULTANT shall ensure and declare in the report on Study and other documents submitted to the OWNER in pursuance of the work and in furtherance of the CONTRACT about the reliability and authenticity of the data and their sources of compilation. The OWNER reserves its right to seek any clarification on the aforesaid report and other documents in part or in whole even after the completion of the work.

**23.0 TIME EXTENSION**

If the CONSULTANT requires any extension of time for completing the Work under the CONTRACT must apply to the OWNER within seven days from the date of the occurrence of the event on account of which he desires such extensions and the OWNER may, if he thinks such request reasonable, grant such extension of time as he may think necessary without prejudice to mutually agreed damages as mentioned at Clause 9.0 of RFQ and conditions..

**24.0 ADDITIONAL SERVICES**

The CONSULTANT shall, if so requested by the OWNER in writing, provide or take all steps to arrange for the provisions of such services, deemed necessary for the satisfactory execution of CONTRACT, which may be in addition to those specified in Clause numbers 2.2.1, 2.2.2 and 2.2.3 of RFQ.

The CONSULTANT shall obtain the prior written consent of the OWNER for any arrangement, which they propose to make for the provision of any of the services as per this clause. The OWNER shall reimburse to the CONSULTANT the cost of such additional services as consented to by them as aforesaid, at the rates indicated or as mutually agreed between OWNER and the CONSULTANT.

**25.0 CONTINUED PERFORMANCE**

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

**26.0 TIME LIMIT FOR UNFORSEEN CLAIMS**

Under no circumstances whatsoever, shall the consultant be entitled to any compensation from OWNER on any account unless the Consultant shall have submitted a claim in writing, to the officer-in-charge within one month of the cause of such a claim occurring. Consultant shall be deemed to have waived off his right to claim the same, if the claim is not raised within one month.

**27.0 TERMINATION OF CONTRACT:**

- I. NFL reserves the right to terminate the contract, in full or in part, if :
  - i.) The Contractor defaults in proceeding with the works due to lack of diligence and/or in complying with any of the terms & conditions, stipulated in the contract.
  - ii.) The contractor fails to complete the works, as per the scheduled contract, before stipulated date of completion.
  - iii.) The contractor or Firm or any of the partner represented by the contractor, in the subject contract is adjudged as Insolvent by the concerned authority.

- iv.) The contractor assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Accepting authority.
- v.) The contractor offers to give or agrees to give, in person of the Company's service or gift or any other consideration, as inducement or reward for seeking benefits in the contract.

## **II.**

- i.) Termination of the contract in full or part - The officer in charge shall determine the amount, if any that is recoverable from the Company, for the completion of the work, together with penalties and loss or damage, suffered by the Company as a result of the above termination.
- ii.) The amount so worked out by the officer in charge, shall be recovered from moneys, due to contractor, on any account and if such moneys are not sufficient the contractor shall be called to pay the same within 30 days.
- iii.) If the contractor fails to pay to the Company, the required sum within the stipulated period of 30 days, the officer in charge shall have the right to sell part or all of the materials / plant / equipment / implements / temporary buildings etc., belonging to the Contractor and apply the proceeds of the same thereof, towards the satisfaction of any sum due from the contractor.

Any sum from the above proceeds in excess of the amount due to the Company and any unsold materials /plant, implements, temporary buildings etc. shall be repaid to the contractor, provided always that if cost or anticipated cost of the completion by the company of the work or part is less than the amount which the contractor should have been paid had he completed the work.

## **III. Termination of Contract, on death:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partners dies, then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in case of partnership, the surviving partners are capable of completing the contract, the Accepting Authority shall be entitled to cancel the contract, as to its uncompleted part, without the Company in any way being liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners.

In the event of such cancellation, the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of the firm liable in damages for not completing the Contract.

## **28.0 GOVERNING LAWS:**

The rights and obligations of the Client and the bidder under this Agreement will be governed by the prevailing laws of India.

**29.0 TAXES:**

The consultant will be liable and responsible for payment of all Taxes like Service Tax etc., which may be levied on the fees/ payment, received from the NFL under the terms of this consultancy and shall keep the NFL harmless and indemnified against claim/liabilities and outgoing in this behalf.

**PRICE BID FORMAT**

**FEES:** NFL shall pay to the Consultant the following lump sum fee for the consultancy services (as per the scope of service) for providing consultancy for feasibility establishment of Grid Connected Solar Power Project at various plants/ units of National Fertilizers Limited, development of Business Operation and preparation of Tender Documents

Quotation for all the units are to be quoted. Only one Lump Sum price to be quoted for all the three services indicated under clause no 2.2 of NIT (Scope of Service) separately for all the four units.

S.no.	Description of item	Basic Lumpsum Price. (In figures & words) (A)	Taxes and Duties		Total Price (D)=(A) + (C)
			%age (B)	Amount (C)	
1	<i>Professional Fee for carrying out the proposed studies for Nangal Unit.</i>				
2	<i>Professional Fee for carrying out the proposed studies for Panipat Unit.</i>				
3	<i>Professional Fee for carrying out the proposed studies for Bathinda Unit.</i>				
4	<i>Professional Fee for carrying out the proposed studies for Vijaipur Unit</i>				
Grand Total					

**NOTE:-**

- A. The fee quoted above shall be inclusive of all costs to be incurred by the bidder in connection with this WORK including the cost of all visits, travels, incidentals, stay etc. NFL shall not pay any additional expenses.
- B. The quoted value of the services mentioned hereto will remain firm up to the completion of the project in all respects except for revision in statutory duties and taxes should be payable at applicable rates.
- C. All the fees quoted above should be in Indian Rupees only (INR).
- D. Tender shall be evaluated on overall lowest basis including all taxes & duties (if applicable)
- E. In case bidders are not quoting for all the units, the offer shall be rejected without any further reference.

Signature of Bidder  
with seal & date

**BID FORM AND SUMMARY**

NIT No. \_\_\_\_\_

Subject: Feasibility study for installation of Grid Connected Solar Power plants at NFL's four units.

With reference to your subject Notice Inviting Tender (NIT), we are pleased to submit our bid as per details given below (Delete the item that is not relevant):

A) Part I

EMD	Enclosed / Not enclosed
Cost of Tender Document	Enclosed / Not enclosed
Technical Bid	Enclosed / Not enclosed
Un-priced Commercial Bid	Enclosed / Not enclosed
Signed Set of Tender Document (01 to 31 pages)	Enclosed / Not enclosed
Experience details	Enclosed / Not enclosed
Financial details	Enclosed / Not enclosed
Company Status document	Enclosed / Not enclosed
PAN No / Registration number	Enclosed / Not enclosed
Affidavit under clause no 16 of NIT	Enclosed / Not enclosed

B) Part II

Priced bid

C) Firm Prices	Accepted/ Not Accepted
D) Terms of payment	Indicated/ Not indicated
E) Completion period	_____ weeks from LOI
F) Bank Guarantee for Performance & against advance	Accepted /Not accepted
G) Damages for delay @ 0.5% per week subject to maximum of 10% of the Contract value:	Accepted /Not accepted
H) BID Validity for carrying out the study	_____ days from bid closing date
I) Bar chart of various activities for study	Enclosed / Not enclosed
Name, designation and telephone no. of Contact person for this enquiry:	_____
K) The offer is as per NIT	Yes/No
L) In case of any deviation from NIT Clause, Statement of deviation attached.	Yes/No



We undertake that in the event of acceptance of our bid within the validity period as quoted, this bid as modified by our written changes/ amendments till date of notification of award shall constitute a binding contract between us until a formal contract is executed.

We understand that non submission of deviation statement shall mean acceptance of all terms and conditions of NIT.

We also understand that you are not bound to accept the lowest or any bid that you may receive.

Authorized Signatory

**ANNEXURE -II**

**PROFORMA FOR PERFORMANCE GUARANTEE BY CONSULTANT**  
(To be executed on non-judicial stamp paper of appropriate value)

Whereas National Fertilizers Limited (hereinafter referred to as the "OWNER" which expression shall unless repugnant to the context or meaning thereof include their legal representatives, successors and permitted assigns of the one part) having their Registered. Office at Core III, SCOPE Complex, Lodhi Road, New Delhi and Corporate Office at A-11, Sector-24, Noida, Distt. Gautam Budh Nagar (U.P.), have appointed vide LOI/Work order/ entered into a CONTRACT dated \_\_\_\_\_ with M/S \_\_\_\_\_ (hereinafter referred to as "CONSULTANT" which expression shall unless repugnant to the context or meaning thereof include their legal representative, successors and permitted assigns of the other part) having their Registered. Office at \_\_\_\_\_ for carrying out the study for Environment Assessment and Risk Analysis at NFL Panipat as per Scope of Work.

AND whereas one of the conditions of the said LOI/CONTRACT is that the CONSULTANT shall furnish to the OWNER a Bank Guarantee from a Nationalized Bank for 10% (10 percent) of the agreed charges as specified in the said contract against due and faithful performance by the CONSULTANT of his obligations for services to be rendered under the said LOI/CONTRACT.

AND whereas the CONSULTANT has approached \_\_\_\_\_ (name of the Bank with complete address), and at the request of the CONSULTANT and in consideration of the premises, we \_\_\_\_\_ (name of the Bank) do hereby agree to give such guarantee as hereunder and undertake to pay to the OWNER an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the OWNER by reason of any breach by the said CONSULTANT of any of the terms and conditions and the specific guarantees contained in the said LOI/Work order/CONTRACT.

2. We \_\_\_\_\_ (name of the Bank) hereby guarantee to the OWNER due observance and fulfillment by the CONSULTANT of the terms and conditions of the said LOI/Work order/CONTRACT and of the performance and other guarantees which are a part of the said CONTRACT and agree and undertake that if the CONSULTANT fails to observe and fulfill the terms of the said CONTRACT, then the Bank shall immediately pay to the OWNER on demand such sum or sums of money to the extent of RUPEES/US dollars \_\_\_\_\_ (Rupees/US Dollars \_\_\_\_\_ only) being 10% of the agreed Contract value payable to the CONSULTANT on account of losses and damages as may be claimed by the OWNER by reason of such non observance and non fulfillment by the CONSULTANT as aforesaid and shall also indemnify the OWNER against all losses and damages which may be suffered by the OWNER as aforesaid and against all costs, charges, expenses which may be incurred by the OWNER in connection herewith not exceeding RUPEES/ US Dollars \_\_\_\_\_ (RUPEES/USDollars \_\_\_\_\_ only).

3. We \_\_\_\_\_ (name of the Bank with complete address) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OWNER stating that the amount claimed is for breach by the said CONTRACT of any of the terms or conditions and the specific conditions/guarantees contained in the said CONTRACT or by reason of the CONSULTANT's failure to perform the said CONTRACT. 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 RUPEES/US dollars \_\_\_\_\_ (RUPEES \_\_\_\_\_ only).

4. We \_\_\_\_\_ (name of the Bank) undertake to pay to the OWNER money so demanded notwithstanding any dispute or disputes raised by the said CONSULTANT in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the CONTRACT shall have no claim against us for making such payment.

5. This guarantee shall be in addition to and not in substitution of any other guarantee or security to be furnished to the OWNER by the CONSULTANT in respect of the said CONTRACT.

6. We \_\_\_\_\_ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said CONTRACT and that it shall continue to be enforceable till all the dues of the OWNER under or by virtue of the said CONTRACT have been fully paid and its claims satisfied or discharged or till Chairman & Managing Director, of the OWNER certifies that the terms and conditions and the specific guarantees of the said CONSULTANT have been fully and properly carried out by the said CONSULTANT and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the\_\_\_\_(six months from the date of this guarantee)\_\_, we shall be discharged from all liability under this guarantee thereafter.

7, We,\_\_\_\_\_ (name of the Bank) further agree with the OWNER that the OWNER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONSULTANT from time to time or to postpone for any time or from time to time any of the powers exercisable by the OWNER against the said CONSULTANT and to forbear or enforce any of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said CONSULTANT or for any forbearance, act or omission on the part of the OWNER or any indulgence by the OWNER to the said CONSULTANT or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the OWNER or the said CONSULTANT.

9. We \_\_\_\_\_ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OWNER in writing.

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

Notwithstanding anything stated above, our liability under this guarantee is restricted to RUPEES \_\_\_\_\_ (RUPEES \_\_\_\_\_ only) and this guarantee shall expire on \_\_\_\_\_.

Unless a written demand or claim under this guarantee is filed against us within six months from the date of expiry of this guarantee, all rights of the OWNER under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Signature of a person duly authorised  
to sign on behalf of the Bank}

### ANNEXURE-III

Draft Agreement for carrying out the feasibility study for installation of Grid Connected Solar Power Plants in NFL's various units as per Scope of Work.

This AGREEMENT is entered into on this ..... Day of .....2015 , between NATIONAL FERTILIZERS LIMITED , a company registered under the Companies Act,1956, having its registered office at Core III, Scope Complex, 7 Institutional Area, Lodhi road, New Delhi-110003, India and with its Corporate Office at Plot A-11, Sector 24, NOIDA-201301, District Gautam Buddha Nagar, Uttar Pradesh, India (Hereinafter referred to as OWNER, which expression shall unless repugnant to the context or to the meaning thereof include its successors and permitted assignees), of the one part,

AND

-----, a company organized and existing under ----- and having its principal office ----- (Hereinafter referred to as CONSULTANT), which expression shall unless repugnant to the context or to the meaning thereof include its successors and permitted assignees, of the other part.

WHEREAS OWNER owns and operates Ammonia / Urea Fertilizer Complex at Nangal, Bathinda, Panipat and Vijaipur (Hereinafter referred to as PLANT).

WHEREAS OWNER has decided to carrying out the feasibility study for installation of Grid Connected Solar Power plants at Nangal, Bathinda, Panipat and Vijaipur, through a consultant and for this purpose OWNER issued an NIT and has decided to engage M/s \_\_\_\_\_ as its consultant vide Work Order/LOI ..... dated .....

WHEREAS M/s \_\_\_\_\_ has agreed be OWNER's consultant to conduct the above study in all the four PLANT;

Now THEREFORE, for and in consideration of premises and the mutual covenant herein contained it is hereby agreed by the parties hereto as follows:

#### ARTICLE-1

All the terms and conditions of NIT, LOI and the Work order dated ..... and its Amendments thereof as attached in Appendix 1 of this AGREEMENT shall form part and parcel of this AGREEMENT. In the event that there is contradiction between the terms and conditions in the NIT, LOI and the Work order including its amendments and all correspondence exchanged by and between OWNER and CONSULTANT in relation to the contract, then the terms & conditions in the Work order including its amendments shall prevail.

Though this agreement is signed on \_\_\_\_\_ of \_\_\_\_\_, but effective date of Contract shall be the date when LOI/WO is issued by OWNER.

#### ARTICLE 2

##### **2.0 Notices and addresses:**

All notices under this AGREEMENT shall be in writing and shall be given either personally or by registered post/ courier, telegram, radiogram, cable, fax, e-mail or telex ( in case of telegram, radiogram, cable, fax, e-mail or telex, messages shall be confirmed by letters) and shall be deemed adequately served as & when received by the party to be notified at it's address set fort herein. Either party may by written notice to the other change its address for receiving such notices.

##### **NFL:**

Dy. General Manager (Technical),  
A-11, Sector-24, Noida, UP (India)  
Telephone No. +91 9560990340 (M), +91 120 241 2294 Extn. 3628

Mail: [avijitsinha@nfl.co.in](mailto:avijitsinha@nfl.co.in)

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

**3.0 ARTICLE 3 : ARBITRATION**

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

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

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

If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.”

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

IN WITNESS WHEREOF the undersigned have executed this AGREEMENT

SIGNED at .....		On this .....	
For and on behalf of <b>CONSULTANT</b>			
Signature	:	.....	
Name	:	.....	
Designation	:	.....	

SIGNED at .....		On this .....	
For and on behalf of National Fertilizers Limited			
Signature	:	.....	
Name	:	.....	
Designation	:	.....	

**FORMAT FOR COVERING LETTER FOR PROPOSAL  
SUBMISSION**

(On the Letter head of the Bidder)

Date: \_\_\_\_\_

To,  
Dy. General Manager-(Technical),  
National Fertilizers Limited,  
A-11, Sector-24,  
NOIDA-201301  
(Uttar Pradesh)

Dear Sir,

Sub: Consultancy for preparation of Feasibility Report with Techno Economic Feasibility, Preparation of business module and Preparation of tender document with detailed design of the project including detailed technical specifications.

Being duly authorized to represent and act on behalf of the \_\_\_\_\_ [insert name of the Firm]. I, the undersigned, having reviewed and fully understood all of the Bid or Proposal requirements and information provided hereby submit our Bid or Proposal for the work referred above.

I am enclosing our Bid or Proposal, with the details as per the requirements of this RFQ, for your consideration and evaluation. Our said Bid or Proposal shall be valid for a period of ninety (90) days from the Due Date of Bid opening.

Dated this .....Day of  
.....2015.

Name of the Company

Signature of the Authorized Person

.....

Name of the Authorized Person

.....

Designation of the Authorized Person

Addresses of production units of National Fertilizers Limited:

National Fertilizers Limited,  
Naya Nangal, Distt : Ropar,  
Punjab  
PIN-140126

National Fertilizers Limited,  
Sibian Road,  
Bathinda,  
Punjab  
PIN- 151003

National Fertilizers Limited,  
Gohana Road, Panipat,  
Haryana  
PIN-132106

National Fertilizers Limited,  
Vijaipur, Distt. Guna,  
Madhya Pradesh  
PIN-473111