

Special terms & conditions of the contract

1) EMD & Tender Fees:

Tenderers shall deposit EMD of Rs 10000/- & Tender Fees of Rs. 250/-. No benefit like exemption of Tender Fees and EMD shall be available to MSME registered bidders on udyam portal. Bids without EMD and tender fees shall be rejected.

2) Validity of Contract:

The contract shall remain valid for a period of 24 months and clause No. 1.18.0 of GTC shall be applicable.

3) Defect Liability Period:

The contractor shall give the guarantee for the work done for a period of 12 months and clause No. 1.24.0 of GTC shall be applicable.

4) GST:

a. GST shall be paid as per the provision of GST Act.

b. TDS @ 2% (1% CGST and 1% SGST or 2% IGST) shall be deducted as per provisions under GST act in case taxable contract value of services/goods or both is more than Rs. 2.50 lacs.

5) Successful party should be required to submit the agreement as per Annexure-XX required as per tender document on the NJSP of the appropriate value which will be applicable at the time of its execution in the state of Haryana.

6) Tenderers are required to quote item wise workable rates. However bids shall be evaluated on overall lowest basis.

7) Before quoting the rates, Tenders are required to refer the clause no 1.6.0 of GTC to remain competitive bidder.

8) The contractor shall deposit SD towards faithful performance of the contract. The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / Works order value excluding GST. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD.

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

No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and obtaining "No objection certification" from executive department after expiry of Defect Liability Period.

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Cooperative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of 15 months (contract period plus defect liability period) plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor.

The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per

following details:-

(i) IFN 76 COV for issuance of bank guarantee

(ii) IFN 767 COV for amendment of bank guarantee

(iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 COV.

(iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.