

SPECIAL TERMS & CONDITIONS

Ref. No- NFL/PT/Electrical/Contracts/ 407 /2023-24

Compulsory Clauses:

1. EMD & Tender Fees:

Tenderers shall submit a EMD Rs.10,000 /-and Rs. **250/-** as Tender Fees in the manner as specified in clause No.1.8.0 of GTC. Tenderer may avail benefit of EMD & Tender fee on submission of valid MSME registration certificate from Udyam portal only.

2. Validity of Contract:

The contract shall remain valid for a period of **12** months and clause No. 1.18.0 of GTC shall be applicable. Contract can be extended on the same rates ,term and conditions for a period of 3 months at the sole discretion of NFL

3. GST:

- (a) GST shall be paid as per the provision of GST Act. Clause No. 1.6.0 of GTC shall for applicable.
- (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.

4. Security deposit

The contractor shall deposit SD towards faithful performance of the contract.

The Security Deposit together with EMD/Initial Security Deposit shall be 5% of the contract / Works order value (Exclusive GST/Taxes). 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 @ 2.5% from each running bill and the final bill so as to make the total security deposit at 5% 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 / Co-operative 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 24 months 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.

5. MSME Clause:

The job/contract is Non - split able/dividable. MSE quoting nearest price within price band of L1+15% may be allowed full/complete job/contract of total tendered value subject to bringing down their price to L1 in a situation where L1 price is from someone other than MSE, considering spirit of Public Procurement Policy for MSEs, Order-2012 for enhancing the Govt. procurement from MSE. Being the spirit of the said Govt. Policy, the L1 Non-MSE party shall accept the same and no representations on their part whatsoever should be entertained by NFL.

6. Time Schedule and Penalty:

Entire Job of “Annual Maintenance Contract for Fire Alarm cum Repeater Panels, Heat & Smoke detectors installed at National Fertilizers limited Panipat.” as defined in the scope of work to be completed in 365 days. Party to mobilize manpower immediately after award of work for AMC work and job will be carried out in G shift from 08:30 to 18:00. If any problem in the system gets repeated after attending the same, in such case penalty @ 200 Rs per day for the breakdown shall be charged.

- 7. Contractor will have to make the payment to the manpower engaged/ deployed by him in a particular month before the 7th day of the subsequent month to which payments to them relates. In case of delay penalty @ 500/- (Rs. Five hundred only) per day beyond 7th day as specified above shall be recoverable from any dues or payment due to the Contractor.
- 8. Contractor will be required to maintain a wage register in the prescribed Performa. Payment to the contractor staff shall be made through EFT. A duplicate copy of the payment of wages sheet duly signed by the staff engaged by him for execution of the job and certified by the representative of the Electrical department shall be submitted with every bill by contractor failing which bill will not be processed for issue of COC required for release of payment.
- 9. Contractor will maintain all records and registers as per the statutory requirement and will comply with the provisions of labour laws.
- 10. The contractor will ensure leave with wages, bonus and compliance of all statutory provisions as applicable to the staff engaged by him
- 11. Necessary Gate Pass from CISF shall be got issued by contractor before start of the job and the same shall be deposited after completion of the job and CISF Gate clearance certificate is to be provided. In case of failure to deposit the gate pass amount shall be deducted from final bill of the contractor as per Rules.
- 12. Arrangement of general tools, required for the execution of any job shall be the responsibility of contractor. However, testing equipments, special tools including all types of ladders shall be supplied by NFL
- 13. No work shall be carried out without a safety work permit and without the knowledge of Area I/c.
- 14. Contractor will ensure that minimum payment to deployed staff shall be in accordance to the minimum wages fixed by the Central Government or State Govt. from time to time for the manpower deployed.
- 15. If the contractor shall obtain a contract with NFL as a result of offering tenders through non-bonafide methods of competitive tendering. Without prejudice to any other remedy, NFL reserves its right to adopt any or several of the following courses:-
 - (i) Award parallel contract and/or
 - (ii) Terminate the contract and/or
 - (iii) Forfeit earnest money & security deposit and/or
 - (iv) To get the execution of contract for the remaining period at the risk and cost of the contractor

and/or.

(v) Delist/blacklist the contractor.

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

17. In case, performance of the contractor is not satisfactory, the amount of security deposit shall be forfeited. The EMD and security deposit shall not bear any interest.

18. All documents as required by Finance Deptt. And Personnel Deptt. Shall also be submitted by the contractor along with the bill. The bill, complete in all respects, for the previous month must be submitted by 4th of following month. Any delay on the part of submission of the bill shall be contractor's responsibility. The contractor shall maintain the records of attendance register of the workmen/ Stock register for all the supply items showing date of receipt of material, quantity received, consumption during the month and balance stock available. All the material received shall be certified and countersigned by the Engineer In charge. The contractor in his office shall keep/maintain all certificates as required by the statutory provisions of the contract.

19. **Defect Liability:** Defect liability period of works unless otherwise specified shall be **12 month** from the actual date of completion of work. The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, NFL reserves the right to get the same repaired at the risk & cost of the contractor PLUS 25 % (Twenty Five percent) Departmental Charges, and the expenditure so incurred by NFL shall be adjusted towards the said Security Deposit and / or any other due lying with NFL. This Clause will supersede the Clause no. **1.24.0** of G.T.C.

20. As plants are continuously running, requirements of a job or manpower can appear at anytime. Similarly to attend false calls, breakdown in FA systems at plant, the contractor shall ensure the availability of his team at all times (24X7). Two A-type Residential unfurnished accommodation for both the contractor's employee may be provided by NFL on normal license fee basis as per rules of NFL. Water & Electricity shall be charged extra as per commercial rates.

OR

The contractor's employee must stay within the periphery of 2 kms from NFL so that the person is always available as and when required on 24X7 basis.

21. Payment shall be made as per clause no 1.26.0 of GTC.

22. MSME Vendor payment through TReDS

Gol has introduced electronic platform for facilitating the financing of trade's receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting system (TReDS). NFL is already registered on RXIL TReDS platform.

MSME Bidders are requested to kindly register on the TReDS platform and the TReDS facility, if they want to .

The detail of RXIL person is as below:

Contact name: Mr Prajay Shukla

Contact number: 8090051171

E-mail ID prajay.sukla@rxil.in

Bidders upon successful delivery shall submit their invoice along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinanced invoices of MSME builders seeking payment from NFL directly shall be proceed as per the standard

payment terms in PO/contract

All financing cost for using the facility shall be borne By the MSME builders only.

23.Arbitration: (i)FOR INDIAN PARTIES

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

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority (CMD / Functional Directors/ Unit Head), which may be specified as per contract value (Ref : CO Legal circular no. NFL/CO/Law/979 dated 2-3-2020)

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

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

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

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

The Seat and venue of Arbitration shall be at Delhi/Place of respective Unit/Place of Zonal Office.

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

(ii)Arbitration for Foreign Vendors /Parties:

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

The Seat and venue of Arbitration shall be at New Delhi, India.

The language of the Arbitration shall be English.

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

(iii) Arbitration for CPSEs and Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/organizations (excluding dispute related to Income Tax, Custom and Exercise Departments) such dispute or differences shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019-FTS-10937 dated 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties. This clause will supersede clause No. 1.35.0(iii) of GTC.

TECHNICAL TERMS AND SCOPE OF WORK

Party's Scope shall cover by not limited to:

- a. Contract would be Non- comprehensive i.e. excluding supply of spare parts. The Party shall be responsible to keep 100% availability and healthiness of plant fire alarm system under this AMC.
 - b. AMC services shall include all kind of preventive, breakdown and corrective maintenance services for different makes of Fire Alarm System & Smoke detectors systems installed at NFL Panipat i.e detailed as-
 - i. New Fire, Non addressable Type
 - ii. Firefinder & Siemens, Fully Addressable Type
 - iii. Vision-I & Daksh Electronics, Semi-Addressable Type
 - iv. Nitin Fire, Fully Addressable Type
 - v. Simplex make fully addressable
 - vi. Agni make semi-addressable
 - c. Party shall depute regular 2Nos. Highly Skilled Technicians (from Electrical & Electronics background) in G-Shift i.e. from 08:30 to 18:00hrs having more than 5 years hands-on experience on all Fire Alarm types (Conventional, Semi Addressable & Fully addressable) to conduct preventive/breakdown maintenance of Fire alarm & Smoke detection system of NFL Panipat.
 - d. The Fire alarm & Smoke detectors shall be maintained all days of the month in normal working day. During this schedule visit party will carry out inspect of control cards/panels, operation test of controls and control panels, full functional test of equipment's, cleaning of all smoke detectors, sealing of Manual call points, sealing of field junction boxes, checking and sealing of control modules, monitor modules and loop isolator modules, actuation of smoke detector of each loop.
 - e. Any additional work after regular G-Shift during the period of the contract in the event of break down/malfunction of the equipment shall be without any additional cost implications. It is the responsibility of the party to keep the system healthy all the time during contract period. If any problem in the system gets repeated after attending the same, in such case penalty@ 200 Rs per day for the breakdown shall be charged.
 - f. Quarterly visit of Fire Alarm Expert Engineer should be done by party to ensure healthiness of all system.
 - g. All materials including tools and tackles and other materials viz. ladders etc. if required are to be shifted by the Party for jobs to be attended by the Party for which no extra payment will be made.
 - h. Any component/card found damaged/defective in the system shall be replaced by the party. However it shall be supplied by NFL free of cost. This shall also include replacement of Manual call points, Junction Boxes etc including re-termination. In case item is not available with NFL the same shall be arranged by the party on emergent basis so that the system healthiness can be achieved. Payment for supplied item/components shall be borne by NFL.
 - i. Addition or deletion of smoke detector/ manual call point in existing loops and necessary changes in programming for the same shall be in party scope.
 - j. General consumable items for MCPs (Gaskets, Glass) & Reagent/cleaners/spray/Blowers required for cleaning of detectors, packaging tape for sealing of Junction boxes etc shall be arranged by the Party only.
 - k. Ladder of approaching detectors shall be provided by NFL. However shifting of ladder and helper required for placing/supporting the ladder at various location shall be in the scope of party.
 - l. Party shall also keep ready with them the necessary softwares/ firmwares of all FA panels installed at NFL Panipat, to identify & troubleshoot faults occurring in systems.
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- m. Party shall maintain all daily checklist & reports in log sheets provided by NFL.
- n. The contactor shall strictly follow the Security and safety instructions of NFL.
- o. Party shall provide safety shoes, safety belts, helmets etc. (all PPEs as required for the execution of job) & appropriate tools & tackles to their staff. If tools and tackles issued by the Party are not found in line with safety standards as per EIC satisfaction, during random checking by NFL, the Party shall be liable to replace defective tools within a week. Also, if the Party fails to provide the same within a week, NFL shall provide the same and the double cost plus over heads @ 25% shall be recovered from the Party.
- p. It shall be the responsibility of the party for the safety of Service Team. In case of any incident occurs due to any reason during site visit, NFL shall not be responsible in any way for the same.
- q. The Party shall be responsible for the equipment or material handed over to him for installation/replacement and in case any mishandling or missing of the same shall be replaced or repaired at his risk and cost.
- r. All the dismantled/unused material shall remain the property of NFL and shall be the responsibility of the party to return back the same to NFL Engineering in-charge.
- s. Any damage done to the existing installation, equipment due to negligence shall be entire responsibility of the party to repair, rectify or replace the same free of cost.
- t. The service Team deployed at the site shall be trained and qualified and should behave properly with NFL staff. In case of complaint about any misconduct & or for improper working of any member of service Team is received or noticed, the concern person shall be removed and should be suitably replaced by the party immediately.
- u. Any breakdown in system shall be attended within 24 hours from time of intimation.
- v. It is the responsibility of party to perform House Keeping post completion of work.

NFL Scope:

1. Supply of Spares for Smoke detectors, MCPs, Heat Detectors & Cards of Fire Alarm Panel
 2. A- Type Ladders, Crane & Lift Tools Tackles.
 3. Necessary Work Permit from concerned plant.
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- w. Party shall provide safety shoes, safety belts, helmets etc. (all PPEs as required for the execution of job) & appropriate tools & tackles to their staff. If tools and tackles issued by the Party are not found in line with safety standards as per EIC satisfaction, during random checking by NFL, the Party shall be liable to replace defective tools within a week. Also, if the Party fails to provide the same within a week, NFL shall provide the same and the double cost plus overheads @ 25% shall be recovered from the Party.
- x. It shall be the responsibility of the party for the safety of Service Team. In case of any incident occurs due to any reason during site visit, NFL shall not be responsible in any way for the same.
- y. The Party shall be responsible for the equipment or material handed over to him for installation/replacement and in case any mishandling or missing of the same shall be replaced or repaired at his risk and cost.
- z. All the dismantled/unused material shall remain the property of NFL and shall be the responsibility of the party to return back the same to NFL Engineering in-charge.
 - aa. Any damage done to the existing installation, equipment due to negligence shall be entire responsibility of the party to repair, rectify or replace the same free of cost.
 - bb. The service Team deployed at the site shall be trained and qualified and should behave properly with NFL staff. In case of complaint about any misconduct & or for improper working of any member of service Team is received or noticed, the concerned person shall be removed and should be suitably replaced by the party immediately.
 - cc. Any breakdown in system shall be attended within 24 hours from time of intimation.
 - dd. It is the responsibility of party to perform House Keeping post completion of work.

NFL Scope:

- 4. Supply of Spares for Smoke detectors, MCPs, Heat Detectors & Cards of Fire Alarm Panel
 - 5. A- Type Ladders, Crane & Lift Tools Tackles.
 - 6. Necessary Work Permit from concerned plant.
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