

## **SPECIAL TERMS & CONDITIONS OF THE CONTRACT**

### **Contract for Hiring of Driver for Unit Head Vehicle in NFL, Panipat for a period of One year.**

In addition to and furtherance of the General Terms & Conditions of the Contract, the following Special Terms & Conditions of the Contract shall be applicable and binding between the parties. In case of any conflict between these two sets of conditions, the special terms and conditions shall take the precedence over the general terms and conditions of the contract.

**1. EMD & Tender Fees:** Tenderers shall submit Earnest Money of Rs.5,000/- (Rupees Five Thousand only ) and Rs.200/- (Rupees Two hundred only) as Tender Fees in the manner as specified in clause No. 1.8.0 of GTC. Tenderers may claim the benefit of exemption of EMD & Tender fees for this contract only on production of valid MSE udyam registration certificate issued for the tender services.

**2. Validity of Contract:** The contract shall remain valid for a period of one year and clause No. 1.18.0 of GTC shall be applicable. However, the contract can be extended on the same rates, terms & condition for a period of three month at the sole discretion of NFL Management. Similarly, the contract can also be short closed any time during the currency of the contract by giving one month's notice at the discretion of management.

**3. Defect Liability Period:** Defect liability period shall be taken as 03 months from the date of completion of work. In terms of reference, Clause No. 1.24.0 of the GTC is also applicable. The Security Deposit of the contractor will be released after three months from the date of satisfactory completion of contract and clearance from HR Department

**4. GST**

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

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

**5.** The job shall be directly supervised by the contractor or his authorized representative and he will provide the name, designation, contract number of the authorized representative before the start of work.

**6.** Contractor must employ adult and reliable personnel after proper character and police verification only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. The staff employed by the Contractor for performance of the contracted jobs, shall be of sound health, be mentally alert and physically fit. The Contractor shall be bound to change the personnel deployed if any of them is considered unsuitable by NFL and decision of the Officer-in-charge in this regard shall be final and binding on the Contractor without any questioning.

**7.** The person to be deployed for the subject work, mentioning name, father's name, age and residential address etc. shall be submitted by the Contractor to NFL. In case of any change in personnel, the same shall be informed to NFL from time to time.

**8.** Driver shall be chosen by the Unit Head on driver's skill and ethical behavior.

9. Free accommodation i.e. 'A' type quarter will be provided to the driver. However electricity and water charges shall be recovered at par with NFL Employees.

10. The rates for Night halt for Delhi/Noida and other than Delhi/Noida shall remain fixed i.e. Rs. 550/- and Rs. 400/- respectively.

**11. QUOTATION/RATES FOR SERVICES RENDERED:**

(a) Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.

(b) The rate/service charge should be quoted in the Schedule of Quantities & Rates as enclosed.

(c) The rate/service charge should quoted by the bidder shall be all inclusive, i.e. provisions of all incidental expenses necessary for proper execution and completion of work in accordance with terms and conditions of the tender document, cost of all overheads, supervision, profit, margin, taxes, statutory duty, fee, royalty, insurance or any other tax in respect of the contract but excluding applicable GST.

**(d) PRICE VARIATION/ESCALATION CLAUSE (Applicable for labor supply items only)**

i) Service charges quoted by the contractor shall be firm and valid till the complete execution of the order.

ii) The rates quoted by the contractor will be firm during the contract period including extension (if any) and will not be subject to escalation irrespective of any increase whatsoever except for any increase in minimum wages as notified by the Govt. of Haryana or Central Govt. whichever is higher.

iii) Minimum Wages applicable for various services shall be revised as notified by Central Govt. from time to time during the currency of the contract. The contractor shall be responsible for payment of minimum wages as applicable from time to time and compliance of all statutory obligations during the currency of the contract.

The quoted rate/service charge shall be excluding applicable GST.

**12. 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 excluding applicable 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 @ 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 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.

**13. Contract is Non split able/dividable:**

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.

**14. COMPLIANCE WITH REGULATIONS:**

Contractor's Obligation w.r.t personnel deployed and labor related compliance:

a) The CONTRACTOR shall be governed by and shall comply with the provisions of various applicable labour laws like Contract Labour (Regulation & Abolition) Act 1970, Payment of Wages Act 1936, Employers Liability Act 1938, Employment of Children Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Minimum Wages Act 1948, Employees' Compensation Act 1923, Employees' State Insurance Act 1948, Employee Provident Fund & Misc. Provisions Act 1952, Maternity Benefit Act 1961, Payment of Bonus Act 1965, Payment of Gratuity Act 1971, Equal Remuneration Act 1976, Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (BOCW) along with BOCW Welfare Cess Act 1996, or any modifications thereof or any other law/ Code (s) relating thereto and rules made thereunder from time to time. (THE ABOVE ACTS ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE.)

b) The contractor shall comply with all applicable Central, State statutes/labour laws/codes/schemes including all other applicable statutory rules and regulations in force relating to the contract and keep NFL indemnified in respect thereof. The contractor shall, to the extent, he is liable, comply with & give all intimation/ notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay, indemnify NFL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded. In case of any violations, omissions,

commissions, the consequence/s, if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and NFL shall have no liability whatsoever on this account.

c) In case the CONTRACTOR selected for award of contract does not have a PF code, He shall be required to obtain the same. The contractor shall timely apply and obtain requisite labour licences & other requisite registrations/ licenses/ clearances from the concerned Authorities and submit a certified stamped copy of the same. Contractor shall ensure its uninterrupted continuity throughout the period of contract/ applicability.

d) The Contractor shall depute only physically and medically fit 'adult' persons against the contract i.e. persons below the age of 18 years shall not be allowed to be engaged for execution of work. The contractor may employ such persons as He may think fit and the persons so employed shall be employees of contractor for all purposes and shall not be deemed to be in the employment of NFL for any purpose whatsoever.

e) The Contractor shall pay wages directly to the persons employed by him under the Contract, within the stipulated period i.e. by 7th of the following month, by direct credit in his/her bank account through NEFT/RTGS or by way of cheque. The wage rates should not be less than the stipulated minimum wage rates notified by Appropriate Government from time to time with respect to the work performed/ rendered, without any discrimination on grounds of caste/ creed/ religion/ gender. CONTRACTOR shall also enrol/cover all eligible/ entitled personnel under EPF, EPS, EDLI, ESI, Labour Welfare Fund, & all the other applicable statutory Acts/ Codes/ schemes and ensure deduction & deposition of the requisite contributions – employee's as well as employer's - for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 21st of the following month in case of depositions under ESI Act).

f) The Contractor is also required to discharge all other statutory obligations including timely submission of reports, returns to concerned Authorities and maintain updated registers and records in prescribed proforma under all the various applicable statutes/Labour Laws/Code(s) including the rules made thereunder enacted and/or amended by the Appropriate Government from time to time.

g) The contractor shall on monthly basis submit a certified stamped copy of wage sheet besides documentary evidence in support of wage payment, deduction & deposition of EPF, ESI, Labour Welfare. The contractor shall also submit a certified stamped copy w.r.t. any other payment made/ benefit extended by him towards fulfillment of his statutory obligations under applicable statutes and/or his contractual obligations towards NFL. Submission of these and other requisite documents/ records and proper maintenance and production of the same as when requisitioned by Authorities/ NFL has to be ensured for smooth clearance/ settlement of bills/payments.

h) CONTRACTOR shall follow prescribed safety regulations & procedures and shall adhere with safe work practices

#### **15. TERMS OF PAYMENT:**

a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by NFL, complete in all respects.

Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of 10% security deposit/deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made with in a period applicable as per MSME Act or payment terms as per NIT/WO , whichever is earlier.

b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches),Place of branch, Branch Code(IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.

c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.

d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.

e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.

f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.

g) In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:

1. Payment of final bill will be made to the contractor after submission of certificate from CISF Gate that all the gate passes issued to the labourers of the contractor have been returned alternatively no objection certificate may be provided from CISF.

2. The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.

3. Return of empty packing material, scrap and unconsumed material issued by NFL.

4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.

5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stands indemnified against any such claim/demand made in future.

#### **16. PENALTY:**

a. The Contractor shall deploy his manpower for execution of work as per Scope of Work and as per the instruction of Officer In-Charge. In the event of not deploying the manpower in any shift as & when required, penalty @ Rs.1000/- per shift subject to max. 10% of the total value of the Work Order during contractual period shall be imposed upon the Contractor.

b. In case the Contractor fails to comply with contractual obligations and/or fails to fulfill the statutory requirements as per applicable rules and terms the conditions of the tender document and fails to produce the requisite documents, it shall be treated as breach of the Contract leading to following actions against the Contractor:

- i. Termination of the contract
- ii. Blacklisting of the Contractor
- iii. Forfeiture of the Security Deposit.
- iv. Appointment of any other Contractor for various services at the risk and cost of the Contractor.

**17. CODE OF CONDUCT:** No other person except Contractor's authorized representative shall be allowed to enter NFL premises. Contractor shall also not entertain any outsider or extend any service beyond NFL's premises. The Contractor shall strictly observe that its personnel:

- a. Are always smartly turned out and vigilant.
- b. Take charges of their duties properly and thoroughly.
- c. Perform their duties with honesty and sincerity and do not engage in any private work other than their normal duties within NFL premises.
- d. Read and understand their post and site instructions and follow the same.
- e. Extend respect to all Officers and personnel of the office of the client.
- f. Shall not drink on duty, or come drunk and report for duty.
- g. Will not gossip or chit chat while on duty.
- h. Will never sleep while on duty post.
- i. Will not read newspaper or magazine while on duty.
- j. Will immediately report to the Client any untoward incident/misconduct or misbehavior.
- k. Do not entertain visitors.
- l. Shall not smoke in the office premises.
- m. Shall not misuse the telephones.
- n. Report anything untoward/unusual/suspicious to NFL immediately.

**18. SUPERVISION:** Compliance of entire supervision of various services is obligatory upon the Contractor. He will ensure regular and effective supervision and control of personnel deployed by him and gives suitable direction for undertaking the contractual obligations. The Officer-in-charge shall have the power of general supervision and direction of the work.

**19. GENERAL:**

- a) Contractor must provide standard and clean liveries to its personnel with their Photo Identity Cards properly displayed during duty time.
- b) The Contractor's personnel shall be liable to be frisked/checked by the security personnel at NFL premises or on duty at any time during performance of their duties.
- c) The Contractor's personnel shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to NFL's property/employees.
- d) Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and/or commission by the personnel deployed by him.
- e) The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with specific qualifications are deployed in NFL's premises, who can cater to the requirements of NFL's standards, failing which it shall be liable for Contractor to provide replacement immediately.

f) NFL reserves the right to modify the arrangement or the service hours, etc. at its sole discretion without any extra payment.

g) The Contractor must ensure that his Supervisor is equipped with mobile phone. He himself or his Supervisor shall be in attendance at the site during working hours and shall supervise execution of the works. The orders given to the Contractor's Supervisors shall be considered to have the same force as if they had been given to the Contractor himself.

h) **NOTICES:** Any notice, request or consent sought pursuant to the Tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Contractor to whom the communication is addressed, or when sent by speed post, telex, telegram, facsimile, courier or electronic mail to the Contractor.

**20. COMMENCEMENT OF JOBS:** The Contractor shall be required to commence the execution of works within seven (7) days of issue of Letter of Intent, if the date of commencement of work is not specified in the Letter of Intent.

**21. EVALUATION CRITERIA:** The contract is indivisible in nature. Accordingly, evaluation of Price Bids to determine L-1 shall be done on overall bid cost basis as economical to NFL, i.e. on the basis of financial implication considering the schedule of quantities indicated in Format-I (Schedule of Quantities & Rates) of Tender Document and service charges rates quoted by the bidders. If the service charges quoted by bidders are found to be unreasonable, their bids shall be summarily rejected.

**Note: - The contractor will only quote the service charge at serial no 1 and 2 of SOR (Schedule of Rates). The evaluation shall be made on total value for serial no 1 to 4 of SOR.**

22. Successful party should be required to submit within 15 days the agreement required as per tender document on NJSP of the appropriate value which will be applicable at the time of its execution in State of Haryana (Annexure-XX).

23. Party is requested to submit the documents (viz. wage sheet, payments of PF confirmation, PF-Challan, ECR, ESIC documents etc.) along with the bill fir corresponding period of the work done, at the time of submitting the relevant bill.

24. If the monthly EPF wages of a contractual worker exceed Rs 15,000, the employer's contribution shall be limited to Rs 15,000 or the wage rate as notified by the Government from time to time.

25. Contract will be required to maintain record of leave with wages in Form-15 as per factories act 1948. The settlement, if any, on that account will be reimbursed on actual basis at the payment of Final bill on production of requisite record & receipts.

**26. MSME vender payment through TReDs:**

GOI has introduced electronic platform for facilitating the financing of trade 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 on the TReDS platform and avail the TReDS facility, if they want to

The detail of RXIL contact person is as below:

Contact Name : Mr. Prajay Shukla

Contact No : 8090051171

E-mail id : [prajay.shukla@rxil.in](mailto:prajay.shukla@rxil.in)

Bidders upon successful delivery shall submit their invoices 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 bidders seeking payment from NFL directly shall be processed as per the standard payment terms agreed in PO/contact.

All financing cost for using the facility shall be borne by the MSME bidder only.

**27. Arbitration for CPEs and Govt. 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 Enterprise (CPSEs) /Post Trusts inter se and also between CPSEs and Government Department / Organizations (excluding disputes relating to Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019-FTS-10937 dated 14<sup>th</sup> 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.

**This document shall form part of the Contract and shall be signed and stamped by the tenderer on each page.**

Signature of Tenderer  
with full address and official seal

Dated\_\_\_\_\_