

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. **THE GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT (GDCC) (for Civil Contract) WHICH WILL FORM PART OF THE CONTRACT AGREEMENT MAY BE STUDIED BY THE CONTRACTORS BEFORE SUBMISSION OF THEIR TENDERS, IN THE ABSENCE OF WHICH IT WILL BE PRESUMED THAT THE CONTRACTOR HAS SEEN, STUDIED AND ACCEPTED THE GDCC. THESE CONDITIONS OF CONTRACT AS STIPULATED IN THIS DOCUMENT ARE IN CONTINUATION OF GDCC & GTC AND SHALL ALSO FORM PART OF THE CONTRACT.**
 - 1.1.0 In case of a discrepancy between the Special Conditions, General Terms & Condition and General Direction & Condition of Contract the following order of preference shall be applicable:
 1. Special Terms & Conditions of Contract
 2. General Terms & Conditions
 3. General Directions and Conditions of Contract
 - 1.1.1 If there are varying or conflicting provisions made in any one document forming part of the contract, the decision of Engineer In charge shall be final and binding on the contractor.
 - 1.1.2 The parties, who have got issued / purchased the tender documents, should either quote or send a regret letter with reasons for not participating in the tender. Intimation regarding non- participation is essential otherwise they may not be considered for issue of tenders in future
 - 1.2.0 If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenders. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers.
 - 1.3.0 In case the tenderer withdraws his offer during the period of its validity period of offer, the Earnest Money Deposit submitted by him for the Tender shall be forfeited.
 - 1.4.0 The Tenderer should submit **EMD of ₹10000/-** as Earnest Money and **₹250/-** as Tender Fee through NEFT/RTGS/Online Fund Transfer in NFL Panipat Account or by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favor of "National Fertilizers Limited, Panipat" payable at PANIPAT. **The tender fee shall not be accepted in any form other than specified above. EMD and Tender Fee should accompany the tender in separate envelope, without EMD and Tender Fee, tender will not be opened and it will be considered as rejected. However tenderer must submit the proof of EMD and Tender Fees submission latest by last date of bid submission (UTR Number / Transaction ID / NEFT Details if EMD and Tender Fees submitted through online fund transfer or original Demand Draft if EMD and Tender Fees submitted by Demand Draft) (envelop No.1).**

National Fertilizers Limited, Panipat Bank Details:

Name	National Fertilizer Ltd
Account Number	10565845486
Name of Bank	State Bank of India
IFSC Code	SBIN0001620
Branch	Main Branch, GT Road, Panipat

The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 shall not be applicable on Works Contracts means wherein transfer of property in Goods involved in execution of such contracts i.e. wherein both material and services are involved, so it means that MSME Certificate will not be accepted for this tender.

1.5.0 **VALIDITY OF CONTRACT:**

The contract shall remain valid for a period of **12 (Twelve) Months** reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally a notice period of **07 (Seven) days** shall be given for starting the job but the Contractor should be able to mobilize within **24 (Twenty Four) hours**, if the necessity so arises.

The Contract Validity Period can be extended at the sole discretion of NFL for a further period of 03(Three) Months on Same Rates, Terms & Condition of Contract.

1.6.0 **COMPLETION PERIOD**

The entire job is to be completed within **02 (Two) Months** from the date of handing over of the site. Date of start of job / handing over of site shall be intimated in writing. **Work can be executed in different phases handing over of site, as per requirement and security.** Hence total period of work will be considered as per actual execution of working days.

1.7.0 **DEFECT LIABILITY PERIOD :**

Defect liability period of works unless otherwise specified shall be **12 (Twelve) months** from the actual date of completion of work as per completion certificate issued.

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.

1.8.0 **APPLICABILITY TAXES :**

- a) GST shall be paid extra, Clause with regard to GST given in the NIT / GTC shall be applicable. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials/services to be used in execution of contract as the same shall be set off in the form of input tax credit against GST paid by NFL on their billed amount.
- 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 lac.
- c) Clause 1.6.0 of GTC shall also applicable.

1.8.1 **Applicability of Building & Other Construction Workers Welfare Cess Act, 1996:**

NFL shall deduct Income Tax / Commercial Tax / Cess including BOCW Cess at source from all payment 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.

Note: Minimum rate for recovery of BOCW Cess is 1% of the Contract Value.

1.9.0 **PENALTY :**

If there is any delay in the final completion of the work at any job site or specific works in respect of which a separate progress Schedule has been established, beyond the final completion of the work or works aforesaid at the job site as stipulated in the Progress Schedule, the owner shall (without

prejudice to any other right of owner in this behalf) be entitled to recover liquidate damages for the delay at **1% (one percent) of the total contract value for each week or part thereof** that the work remains incomplete beyond the scheduled date of final completion for the work or works, as the case may be at the job site, **subject to a maximum of 10% (Ten Percent)** of the total contract value of work on completion. These Liquidated Damages shall be recovered from the R.A. / Final Bill of the contractor of this work, or from any other dues of the contractor against any other contract, or from any other dues of contractor lying with NFL. The total contract value means the total value of work executed on completion.

- 1.10.0 **Quantum of Job** : *NFL does not guarantee any quantum of work to be executed. Quantity of any item may decrease or increase at time of execution depending upon requirement. No claim from contractor shall be entertained on behalf of this.*

2.0 SPECIFICATIONS:

2.1.0 GENERAL SPECIFICATIONS

2.1.1 The specification for workmanship shall be as described in the Central Public works Department latest “specifications” including amendments, unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract.

2.1.2 The CPWD specifications shall take precedence over the provisions in the Bureau of Indian Standards (BIS) specifications. Wherever CPWD specifications are silent, the relevant BIS specifications shall be referred. Testing of all material(s) will be done as per relevant IS Code with necessary test charges paid by contractor. Party will have to submit necessary Material Test Certificate (MTC) for various Materials before installation at site.

2.1.3 Material Brand / Specification:

Material should be clear without dust, free from foreign material. If dust of silt observed in crushed stone aggregate of sand same shall be used after washing and complete satisfaction of site engineer. Since work is not involve large construction work so, no testing from lab is required .

2.1.4 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

3.0 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 MSMED 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 stand indemnified against any such claim/demand made in future.

3.01 PAYMENT TO MSMED PARTIES

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 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

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 unfinished invoice/s of MSME bidders seeking payments from NFL directly shall be processed as per the Standard payment terms agreed in PO/contract.

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

4.0 Security Deposit:

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 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 @ 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.

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 Garmin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for a period of **24 (Twenty Four) 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.

5.0 ELECTRIC POWER CONNECTION:

- a) Three Phase / Single Phase Electric Power connection shall be provided FREE OF CHARGE, by NFL, subject to availability, for operation of Electrical equipment, tools, Concrete mixer, Concrete Vibrator, Dewatering Pumps, Elect. Drill machines, Cutters, Grinders, Hand Saws, Screw Drivers, Flood Lights, Hand Lamps, etc. or any other elect. Tool / Appliances required for executing the work. The contractor will provide at his cost, Extension Boards fitted with on / off switches, sockets etc and wire required for taking connection from main receiving line upto place of working.
- b) All the apparatus brought by the contractor in the plant / working areas should be electrically operational and healthy with sufficient length of cable having proper size and insulation. All single-phase equipments like drill machines, grinders, floodlights, hand lamps, small pumps, etc. shall be fitted with 3-pin plug top. Industrial plug tops shall be provided by the contractor, for free tapping of power from the points wherever industrial plug sockets are provided in the field for flood lights / Hand Lamps, operating cutting tools / drill machines and the like . No loose wires are to be used in the sockets for topping the electrical connection.
- c) It will be the responsibility of the contractor to ensure that NFL Plug Points/installations are not tampered. All electrical connection from power outlets will be connected by NFL staff. Wherever potable hand lamps are used in the vessels, the voltage shall not exceed 24 volts.

6.0 ARBITRATION:

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 disputes relating to income tax, customs and excise department), such disputes or differences shall be taken by either party for 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 .

7.0 Agreement:

Successful party should be required to submit the Agreement required as per Clause No.1.38.0 of GTC on the Non-judicial Stamp Paper (NJSP) of the appropriate value which will be applicable at the time of its execution in the State of Haryana.

8.0 SCOPE OF SUPPLY OF MATERIALS BY NFL.

8.1 Free supply of Cement and Reinforcement Steel

Cement and reinforcement steel required to be consumed in the different items of work shall be supplied by NFL free of cost. Tenderers shall have to quote rates for Cement and reinforcement steel consuming items considering Cement and reinforcement steel as free supply by NFL.

8.2 The above materials shall be supplied from NFL Main Stores situated in Factory area. The contractor has to transport the material from Main Stores to the site of work including loading and unloading of the same within their quoted rates. The supply of above materials shall be governed by contract clause No. 3.1.0.0 of GDCC.

9.0 FOR ADDITIONAL EXECUTED ITEMS (From DSR-2021)

Contractor/Party may have to execute any item from DSR 2021 depending upon site requirement. The premiums payable over extra executed item(s) of items of DSR-2021 shall be calculated and paid as under:

1. For all Chapters of DSR-2021 the average percentage premium of individual sub-head (Chapter) over DSR-2021 shall be calculated based on the awarded rates of that sub-head.
2. The overall average premium percentage of all the sub heads shall also be worked out based on the awarded value of all sub heads.
3. The lower of the premiums so calculated above as per (1) & (2) (Sub Head average / overall average) shall be paid for extra / additional items under DSR-2021.

The percentage premium of sub head shall also be applicable for basic rates of items.

EXAMPLE: (With Assumed Figures)

Chapter No.	Estimated value on DSR-2021	Amount on Awarded Rates	%age	Payable %
1.	50000.00	60000.00	(+) 20.00 %	(+) 1.72 %
2.	100000.00	85000.00	(-) 15.00 %	(-) 15.00 %
3.	20000.00	18000.00	(-) 10.00 %	(-) 10.00 %
4.	120000.00	132000.00	(+) 10.00 %	(+) 1.72 %
Total:	290000.00	295000.00	(+) 1.72 % (Overall Average)	

Note- NFL may at its discretion award any other / additional work of any magnitude on the final agreed rates, terms and conditions, as per the work order.

10.0 SCOPE OF WORK

The scope of work for “**Modification of Store area in Bagging Plant related to Urea Gold Plant**” under this contract broadly includes as follows :-

1. Construction of 8feet height brick wall as per site requirement.
2. Removal of existing brick wall as per site requirement
3. Construction 12feetX12 feet room for Operators
4. Work shall be carried out strictly as per T&C of NIT/WO
5. All the free issue material e.g. cement and reinforcement is to be kept in close enclosure to keep the material safely
6. **There may be under ground electric cable, So all work shall be carried carefully. Any damages occurred during construction work due to negligence, not following the instructions issued to be rectify by contractor at his own cost. Work shall be done in close supervision of site supervisor.**
7. For disposal of rubbish, in various items of Work Order, wherever nothing is mentioned about disposal, it will mean that the disposal of rubbish will be done to the pre-determined disposal yard located at different locations in factory and township as per instruction of Engineer-in-charge within final agreed rates as per work order.
8. Sand having its grading within the limits of grading zone IV having silt content not exceeding 8% as specified in CPWD specifications shall be considered as equivalent to fine sand.
9. Only graded crushed stone aggregate of specified nominal size broken from hard, strong, dense and durable with grading conformity requirements as laid down in Bureau of Indian Standards specifications (conforming to IS-393) shall be used for concrete/RCC items of the work. Stone aggregate shall be free from soft/friable, thin, elongated or laminated flaky places and shall be roughly cubical in shape. It should be clear and free from dirt and any other foreign material.
7. The contractor shall provide and maintain all tools, safety equipment and accessories, required for safely and satisfactory execution of work during the period of the contract at his own cost.