

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 ₹25,000/- and ₹500/- as Tender Fee** by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Panipat" payable at PANIPAT. **The EMD & 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.**

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 **6 (Six) Months** from the date of handing over of the site. Date of start of job / handing over of site shall be intimated in writing. Site may be handed over to party in different phases. Total actual time in completing the job shall not exceed 6 months.

1.7.0 DEFECT LIABILITY PERIOD:

Defect liability period of works unless otherwise specified shall be **02 (Two) Years** 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.

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 liquidated 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 *NFL does not guarantee any quantum of work to be executed.*

1.11.0 The work in factory area is to be executed in the running plant and critical places. Contractors may have to work round the clock for executing the emergent jobs informed at short notice against job/work orders. Emergent jobs are to be executed at any time round the clock as directed by Engineer-in-Charge and nothing extra shall be payable beyond the quoted/agreed rates on any account. The contractor as such shall have to keep a stock of water proofing material as per item of SOQ. Contractor will have to make proper arrangement of Labor to execute water proofing job during Festival season like Diwali, Eid, Vishvakarma Puja etc. to execute job on time.

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/Indian Road Congress (IRC). Wherever CPWD specifications are silent, the relevant BIS/IRC specifications shall be referred.
- 2.1.3 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:

Payment shall be released after making the recoveries as per the clause of the contract in the following manner on submission of the invoice/ bill by the contractor:-

- I 50 % (Fifty percent) of the agreed rates after ascertaining satisfactory performance of the water proofing treatment during first two heavy showers of following monsoon OR three months after the actual completion of work whichever is earlier.
- II 50 % (Fifty percent) of the agreed rates after ascertaining satisfactory performance of the water proofing treatment during remaining period of monsoon lasting up to 15th October of the year OR twelve months after the actual completion of work whichever is later.
- B. NFL will not entertain any claim from the contractor, if the payment gets delayed due to sorting out the discrepancies, if any, in the bill.
- C. Clause No. 1.26.0(b to g) of GTC shall also be applicable.

4.0 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. 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 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 36 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.

COMMERCIAL TERMS AND CONDITIONS

5.0 SCOPE OF SUPPLY OF MATERIALS BY NFL.

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

5.2 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.

6.0 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 Elect. Equipments, 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 portable hand lamps are used in the vessels, the voltage shall not exceed 24 volts.

7.0 AGREEMENT :

The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of prescribed value with NFL within 15 days (Fifteen days) of receipt by him of the Letter of Intent. The agreement to be executed will be in Agreement Form specified by NFL. The cost of the Stamp Papers will be borne by the contractor. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties.

8.0 TRANSIT AND STORAGE INSURANCE OF MATERIALS SITES:

Transit and storage insurance of materials Sites to be supplied under this contract, shall be the contractor's responsibility. Any deterioration or damage to the material during storage under Contractor's custody shall be at his cost. Receipt of material at site and the safe storage from the date of arrival of the material at site to the date of completion shall be Contractor's responsibility. For storage, open space will be provided near the work site. A copy of the transit and storage insurance policy will be submitted to NFL. Premium for the Policy shall be borne by the contractor.

SCOPE OF WORK

The scope of work of “**Water proofing treatment of GTG/ HRSG Building**”. under this contract broadly includes:-

1. **Providing and applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105, manufactured by M/s Tiki Dan , M/s Bitunil , M/s Sika , Dr. Fixit , M/s Supreme Bituchem , M/s IWL , M/s General Membrane Co. , M/s Bitumat and applying the same on top of concrete roof surface all the same as per manufacturers’ recommendations.**
2. Cleaning of roof surface including dismantling / removing the existing damaged water proofing treatment consisting of bituminous tar felt by scrapping / scratching and cleaning the surfaces and removal of all loose particles and disposal of the same in disposal yards within factory area and preparing the surfaces to the requirements of new treatment. **Applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105** as per manufacturer’s recommendations and shall meet specification as per SOQ item No.2 of Part B. Overlaps of water proofing membrane shall be 100 mm at longitudinal edges and 150 mm at the ends of each strip.
3. Suitable arrangements such as scaffolding / staging shall have to be made by the contractor at his own cost for water proofing treatment on flat surface of the plant buildings and other areas wherever required. All required Personnel Protective Equipments (PPE) shall also be arranged by the contractor at his own cost to carry out the water proofing treatment in safe working conditions.
4. Repair of the roof surfaces found damaged with cement concrete 1:2:4 (1 Cement : 2 Coarse Sand: 4 Stone Aggregates) or cement mortar 1:3 (1 Cement : 3 Coarse Sand) as per the instructions of Engineer-in-Charge and curing the same. Cement shall be issued free of cost by NFL from it’s stores as defined in the commercial terms and conditions.
5. The contractor shall have to deploy the Engineer/Supervisor for executing and supervising the work and taking day to day instructions from site Engineer/Engineer- in charge.
6. **All the materials required to be supplied and stored in closed store in plant area. NFL shall only give vacate space for making store arrangement. Nothing shall be payable on account of construction of store etc. The unloading of Materials received at site shall be arranged by the contractor at his own cost.**
7. Unless otherwise specified and except for such works for which the separate rates have been called for and accepted by NFL, the all other arrangements for all types of staging / scaffolding, to approach the site for executing the work, has to be arranged by the contractor at his own cost within the quoted / finally agreed rates as per work order.
8. For executing the works in Factory area, safety work permits will be issued for doing the jobs, without any safety work permit duly issued by NFL, work will not be allowed to be carried out.
9. For doing the work in plant area the workers, supervisors, Engineers are allowed to come in the plant area with proper gate passes. NFL will issue necessary gate passes to such persons for whom the request is made by the contractor. NFL will not be responsible for late entry of the persons through the gate due to the absence of gate passes.
10. All consumable, non-consumable materials are to be got entered in the register being maintained by security personnel at the factory’s Main Gate, for which NFL will issue instructions for their entry at the gate.