

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

1. **EMD & Tender Fees:** Tenderers shall submit EMD of Rs.25000/- and Rs.500/- as Tender Fees in the manner as specified in clause No.1.8.0 of GTC. Benefit of exemption of tender fee and EMD may be available to tenderer on submission of Valid UDYAN MSME registration certificate.
2. **Validity of Contract:** The contract shall remain valid for a period of 12 month which can be extended on the same rates, terms and conditions for a period of 3 months at the sole discretion of NFL and clause No. 1.18.0 of GTC shall be applicable.
3. **Defect Liability Period:** The security deposit of the contractor will be released after three months from the date of satisfactory completion of contract and clearance from HR dept.
4. **Penalty Clause:**
  - a. Failure to Provide services of Breakfast/Lunch/Dinner or Tea/ Administrative Building Pantry Services on any day in office/Plant: Rs.1000 per Service
  - b. Delay in cleaning the area after each service: Rs. 500
  - c. Safai Karamchari if seen doing any other work except cleaning per day = Rs. 1000
  - d. Staff if found not wearing proper Uniform, headgear, apron and gloves each service = Rs.1000
  - e. Non supply of material as per Menu per service = Rs. 1000
  - f. If found using raw material other than mentioned in Part-B = Rs. 1000+ rejection of Material
  - g. Disposal of waste at an unidentified place = Rs. 500 per incident
  - h. Complaint regarding overcharging of any item= Rs 1,000 per complaint
  - i. Plastic use: Rs. 500/ incident

The above will be in supersession of GTC clause no 1.32.0. However, the maximum annualized penalty would not exceed the ceiling of 10 % of the annual awarded value for which the contract is awarded.

### 5. **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 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 NFL NATIONAL04022015 in field 7037 of IFN76COV/IFN767COV.

6. Children below the age of 18 years shall not be allowed to work.

7. All the Safety precautions are to be taken as per the requirement of the Factories Act, 1948.

8. In case the waste/ rubbish is required to be burnt within NFL complex , special care shall have to be taken by consulting fire authorities and making prior arrangement.

9. Necessary gate passes shall have to be obtained by the contractor from CISF, the concerned authority before entering the Factory Area. Gate passes shall be provided to the labours of the contractor. Contractor shall have to submit passport size photograph in duplicate of every employee so engaged to the Administration Deptt. for the purpose of Gate-passes along with local permanent address and other particulars of workers

10. Water supply and electricity will be free of cost.

11. The representative(s) of the NFL shall be entitled to inspect the raw material, Kitchen and the place(s) where meals and snacks etc. are prepared. In the event of rejection of any raw-material(s) by NFL representative(s) the contractor shall not use the rejected materials for preparation of food items and that NFL will not be responsible for any loss suffered by the contractor on this account. Further this will not absolve the responsibility of the contractor or any third party claim arising out of the use of substandard material supplied by the contractor.

12. NFL may appoint Canteen Managing Committee which will be consulted by the contractor, in respect of Menu of Canteen services and other matters as may be specified in this regard by NFL and the same should be complied by the contractor.

13. The contractor shall be responsible for the safe custody of all the items provided by NFL. Besides, fixtures and fittings in the Canteen Building etc. He shall hand over the items to NFL as and when demanded. Any damages or losses to these items shall be the responsibility of the contractor, which shall be made good by him. In case the contractor fails to make good the aforesaid losses, the NFL shall recover the replacement cost plus 25% departmental charges from the security deposit or bank guarantee amount lying with NFL. At the time of handing/taking over, Inventory Items shall be given in writing.

14. The contractor shall use the canteen premises for the purpose of executing the contract only and he shall not make any structural additions or alterations to the same.

15. The contractor shall allow the authorized representative of NFL to enter the premises in order to inspect and make or permit to the structural additions or repairs to the building, electricity, water and sanitary fittings etc. from time to time.

16. The contractor shall be required to provide canteen services on round the clock basis by deploying minimum six (6) contract labour ( 2 skilled and 4 unskilled) to prepare and serve tea, coffee, snacks, breakfast, lunch & dinner and also maintaining housekeeping of canteen area at NFL Central Canteen & Administrative Building Pantry for supply of tea and snacks.

17. All the labours so required to work in the Canteen shall be physically and medically fit and free from all communicable contagious infectious diseases. The Contractor and their labours shall be subject to medical examination by the NFL Medical Officer/authorized physician from time to time or as and when required and decided at NFL's cost.

18. If in the opinion of NFL, any labour/labours of the contractor is found to be suffering from any

communicable disease or any employee of the contractor is found to commit misconduct or misbehave, NFL at its sole discretion may require the contractor to remove such employee, and the contractor shall remove such employee / employees from the factory/canteen premises without questioning the decision of NFL in this respect.

19. The Contractor shall have to arrange to purchase and provide the Raw Materials for the various items including the controlled items of standard quality for use in the canteen at his own cost. The contractor shall abide by the laws relating to the sale of food stuff and cold drinks.

20. The contractor shall maintain the canteen toilets, pantries, canteen premises in clean, hygienic and good sanitary conditions round the clock.

21. Ensure proper segregation of garbage into Bio degradable and Non Bio degradable accordingly its disposal of garbage in proper manner as per ISO 14001, 45001 schedule norms.

**22. Reimbursement of payment of LPG commercial gas cylinder.**

(a) The Successful Tenderer shall ensure to maintain the stock of Raw-materials including LPG (commercial) being used in the canteen. The refill charges of actual usage of LPG (commercial) Cylinder subject to maximum of Rs.25000/- would be paid by NFL to the Contractor on monthly basis on production of receipt.

23. The contractor shall not exhibit or cause to exhibit in the canteen premises any printed or written notice or advertisements of any kind whatsoever without the prior permission of NFL.

24. The contractor shall keep a complaint/suggestion book at a conspicuous place in the Canteen for the visitors of the Canteen and the same shall be open to inspect by the person(s), as may be authorized by NFL in this regard.

25. On expiry or the termination of contract, the contractor shall pay to NFL all dues as may be payable by him to NFL and hand over the canteen premises with all fittings/fixtures, all utensils and furniture etc. as per Inventory at the time of handing over of canteen and in case of any default on the part of contractor, NFL shall be entitled to recover such dues and cost of items etc. from the security deposit or any other dues payable to the contractor.

26. The canteen of NFL will be run on commercial gas cylinder only and it will be the responsibility of the Successful Tenderer to get the gas cylinders refilled. Loss/theft of the gas cylinders will be responsibility of the Successful Tenderer. In case, LPG is not available due to some reason beyond the control of the contractor, the Successful Tenderer will have to make alternative arrangement and use kerosene/ diesel bhatti at his own cost to run the canteen services smoothly. In any case canteen services will not be stopped on any day due to any reason. The contractor shall be responsible for safekeeping and safe use of gas cylinder, etc.

27. The Successful Tenderer will have to make his own arrangements for transportation of materials to the canteen.

28. In case NFL has to incur any expenditure for any default of Contractor or his employees in defending himself or his employee(s) from any suit litigation or otherwise on any account where NFL is also made a party as Principal employer, the amount incurred by NFL on account of penalty, fine, legal charges, etc., the same will be recovered from the Contractor from his dues.

29. The canteen contractor will sell only those items, which have been prescribed in the Canteen Contract. However, in case he wishes to introduce some other items for sale, he will have to seek prior permission from the Management.

30. In case of death of a worker of the canteen while on duty contractor shall make immediate payment of Rs. 10,000/- to the dependent of worker toward ex gratia payment.

31. Basic utensils, furniture & fixtures already existing in the Canteen shall be provided to the contractor on returnable basis, whereas any machine/grinder/utensil as per requirement of contractor may be arranged by himself. Loss, damage, breakage, theft, if any shall be responsibility of the contractor. Normal wear and tear and repair of existing fixtures shall be arranged by the contractor.

32. The cleaning of Dining Hall, Service Counter, Store for Raw Material and finished item would be the responsibility of Contractor.

33. a) The contractor shall –provide their staff proper uniform headgear and apron to cooks, shirt and pant to service boys and arrange for proper maintenance and cleanliness thereof within a period of one month from the date of start of contract, failing which a penalty shall be leviable as per clause 4(d) of STC.

b) The contractor shall get gate passes and I cards issued to each of his labours deployed at canteen.

34. The PPEs like cap to arrest hair-fall & gloves to be used while serving food.

35. In the event of the contractor, committing any breach of any terms and conditions of the contract, the NFL shall be at liberty to terminate this contract/agreement forthwith without any notice and without assigning any reason. The NFL shall also be entitled to forfeit the security deposit and/or any other payment due to the contractor.

36. 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.

37. The account pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors and shall be submitted to the Canteen Managing Committee not later than 2 months after closing of the audited accounts.

38. The contractor shall ensure payment of monthly wages to his/her workers engaged in the Canteen within seven days of the following month only through Bank transfer to issued by the individual account of the workers so engaged by him/her in the Canteen.

39) Contractor shall maintain following register irrespective of their deployed labour in canteen as per Ease of Compliance to maintain registers under various Labour law Rules 2017 & Contract Labour (Regulation & Abolition) Act, 1970

- i) Employee Register (Form A)
- ii) Wage Register (Form B)
- iii) Register of Loan/Recoveries (Form C)
- iv) Attendance Register (Form D)

40. The Contractor shall submit, within ten days of the following month, the monthly wage sheet (Form-B), along with daily attendance (Form-D), ESI and PF monthly challan along with ECR as proof of submission of monthly ESI and PF contribution in respect of the labour deployed by him in the Canteen along with bank statement to Dy. Manager (Welfare) for verification.

**41. Termination:** In the event of the failure on the part of the Contractor to comply with the conditions of the NIT and/or the Work Order, NFL Panipat shall be free to initiate necessary action for termination of the contract.

42. Contractor will charge rates as approved by the Management as mentioned in Part- A. Standardization of Materials to be used for preparation of meals etc. shall be as per Part-B

### **43. 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 5 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made within 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.

(h) MSME vendor Payment through TReDS:

GOI has introduced electronic platform for facilitating the financing of trade receivables of MSME from buyers through financiers which is termed as Trade Receiving 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 on 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 invoice/s of MSME bidders seeking payment 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.

**44.0 APPLICABILITY OF TAXES:**

NFL shall pay GST as per provisions of GST Act, Clause No. 1.6.0 of GTC shall be applicable. TDS @2% shall be deducted as per provisions under GST Act in case taxable contract value of goods/services or both is more than Rs.2.50 lakhs.

45.0 The Contractor shall pay minimum wages (Central or State notified rates whichever is higher) as revised from time to time to his workers. The present rates notified by circular no 1/8(3)/2023-LS-II dated 26.09.2023 which are applicable w.e.f. 01.04.2024 are as under:-

Category of Labour	Wage Rate/Day (Rs.)
Skilled	734
Un-Skilled	522

46.0 In addition, all the relevant clauses of general terms & conditions (GTC) shall also be applicable.

47.0 The Contractor shall be bound to pay minimum wages as revised from time to time by the State Govt. or central govt. whichever is higher and comply with other statutory provisions with respect to PF, ESI, Bonus under Payment of Wages Act, 1965, Annual leave with wages and other statutory provisions as applicable. The Contractor shall, within one week of the commencement of the Contract, submit the following to Dy. Manager (Welfare), NFL Panipat:-

- a. Name & address of the workers deployed by the contractor at the canteen
- b. PF Registration number along with self-attested documentary proof of the workers deployed by the contractor at the canteen
- c. ESI registration number along with self-attested documentary proof of the workers deployed by the contractor at the canteen
- d. Certificate of Medical fitness (Along with copy of medical test reports) duly certified by an authorized Medical Practitioner in respect of the workers to be deployed by the contractor at the canteen

48.0 Successful tenderer shall have to submit an agreement on Non Judicial Stamp Paper of Appropriate value within 15 days from the date of issue of LOI/Work Order at the time of its execution in the state of Haryana.

**49. PRICE VARIATION/ESCALATION CLAUSE (Applicable for labour supply items only)**

- (i) Additional Service Charges quoted by the contractor shall be firm and valid till the complete execution of the order including extension period, if any.
- (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.
- (iv) Additional Service charges shall be quoted in multiples of rupees only (not in paisa), cannot be quoted below Zero/minus (-) /fraction, any such offer shall not be considered and shall be summarily rejected.
- (v) In case two or more tenders quote the same rate/total value, the tender will finalized by draw method on GeM.

50.0 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 & 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 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties

## Part –A

### **1. Particulars of Items to be provided by the contractor during the contract**

<b>Particulars Of Items</b>	<b>Specifications</b>	<b>Rates</b>
<b>1. Breakfast ( In canteen)</b>		
a) Boiled egg with Bread	2 Boiled Eggs+ 2 bread slice	22.00
b) Bread with butter	2 Bread Pieces with Amul butter cube ( 20 gms)	18.00
c) Alu Puri	Alu Sabzi +4 Pieces Puri + Salad+ Pickle	20.00
d) Chole Bathura	Chole +2 Pieces Baturey + Salad+ Pickle	20.00
e) Stuffed Parantha	2 Parantha+ Dahi + Pickle	30.00
f) Bread Omelette	2 Slices of Bread+1 egg Omelette	20.00
g) Bread Omelette	2 Slices of Bread+2 eggs Omelette	30.00
h) Sandwich	2 Bread Slice Veg – Big Size	20.00
i) Boiled egg	1 egg	8.00
<b>2. Beverages</b>		
a) Tea	One Cup (125 ml)	7.00
b) Coffee	One Cup (125 ml)	10.00
c) Dip Tea	One Cup (125 ml)	8.00
<b>3. Snacks (Saltee) including service points Free paper plates /packaging – chutney and tomato sauce to be provided without additional charges</b>		
a) Samosa	Alu + Matar - 70 g	8.00
b) Stuffed Bread Pakora	2 pcs of bread + Alu stuffing size – 70 g	7.00
c) Kachori (Moong Dal/Onion)	50g	10.00
d) Paneer Pakora	100 g	40.00
e) Aloo Boonda	50 g	7.00
f) Dal Vada	50g	7.00
g) Mathi	30 g	4.00
h) Mix Pakora Veg	100g	10.00
<b>4. Snacks (Sweet) including service points Free paper plates /packaging</b>		
a)Besan Burfi / Ladoo	40 g	7.00
b) Gulab Jamun	40 g	7.00

## **2. Rates for Lunch/Dinner items**

<b>Particulars Of Items</b>	<b>Specification</b>	<b>Rate</b>
<b>1. Vegetarian Meal</b>  (Lunch/Dinner)	Thali consisting of 4 Chapaties (150g), Rice, Vegetable, Curd and Dal (100g each) with Salad (Onion, Kheera & Tomato), Pickle	30.00
<b>2. Vegetarian Meal ( Special)</b>  (Lunch/Dinner)	Thali consisting of 4 Chapattis (150g), Rice, Vegetable sabzi , paneer sabzi , Curd , Dal (100g each) with Salad (Onion, , Sauce, Kheera & Tomato) Pickle and sweet ( Barfi / Gulab jamun)	50.00
<b>3. Extra item of Meal (if required)</b>		
a) Chapati	Per Unit	3.00
a) 1/2 Plate Rice	100 g	6.00
b) 1/2 Plate Dal	100 g	6.00
c) 1/2Plate Vegetable	100 g	6.00
d) Curd	100 g	6.00
e) Paneer Sabzi	100 g	15.00
f) Sweet	40g	7.00

<b>4. Packing Charges for Lunch/Dinner extra</b>	<b>2.00</b>
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## **3. ITEMS TO BE SUPPLIED ON MARKET RATES**

<b>Sl.No.</b>	<b>Items</b>	<b>Quantity</b>
1.	Juice	As per requirement
2.	Cold Drink	As per requirement
3.	Ice Cream	As per requirement
4.	Biscuits	As per requirement
5.	Namkeen	As per requirement
6.	Wafers	As per requirement
7.	Cake /Muffin	As per requirement
8.	Dahi	As per requirement
9.	Chocolate	As per requirement
10.	Ketchup	As per requirement
11.	Milk Packet	As per requirement
12.	Water Bottle	As per requirement



**Part –B**

**Standard of Materials to be used for Preparation of Meals etc.**

<b>S. No.</b>	<b>Material</b>	<b>Brand / Quality</b>
1.	Tea leaves	Brooke Bond / Lipton/ Taj /Tata only
2.	Milk	Amul /Vita/ Mother Dairy only
3.	Butter	Amul only
4.	Dahi	Amul /Vita/Mother Dairy or any other reputed brand
5.	Ice Cream	Amul / Vadilal / Mother Dairy (Butterscotch, American Nuts, Kaju Kishmish, Afgani Dry Fruit, Vanila - as per requirement.
6.	ATTA	Fortune /Ashirwad/ Nature fresh/ Annapurna Brand
7.	Rice	Basmati Rice of Good quality Daawat/Lal Kila/ Charminar / kohinoor Brand only
8.	Pulses	Packed Branded only
9.	Cooking oil	Fortune/ Ginni/ Sweekar/ Sundrop only
10.	Spices	MDH/Everest/Ashok only
11.	Vegetables	Fresh only
12.	Napkins	Good Quality White only