

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 ₹100000/-** as Earnest Money and **₹1000/-** 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.)**

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 MSME 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.

- 1.4.1 **Tenderer will have to depute sufficient manpower i.e. Carpenter, Mason, Plumber, Welder etc. for attending the day-to-day complaints so that complaints must be completed in time, failing which action shall be taken as per terms & conditions of the contract.**

1.5.0 VALIDITY OF CONTRACT:

The contract shall remain valid for a period of **18 (Eighteen) 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 days shall be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.

The Contract 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 **12 (Twelve) Months** from the date of handing over of site. Date of start of job / handing over of site shall be intimated in writing.

1.7.0 DEFECT LIABILITY PERIOD:

Defect liability period of works unless otherwise specified shall be **06 (Six) months** from the actual date of completion of work as per completion certificate issued, or the expiry of the full next following monsoon season (i.e. 15 July to 15 October following the actual date of completion) whichever shall be later.

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 OF 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 one percent of the Contract Value.

1.8.2 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 excluding taxes 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 excluding taxes. 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 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 IFN76COV/IFN767COV.

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.

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 documents, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

2.1.4 Material Brand / Specification:

S.No.	Item Name	Name of Brand/Grade/Specification
1	Ceramic/Glazed tiles / Floor tiles	Kajaria / Somany / Nitco/ Orient Bell
2	PVC/UPVC/PTMT Pipe and accessories. (ISI marked)	Supreme/ Sintex / Astral / Finolex / /Diplast. / Pearl / Pryag/ Ashirvad / Shakti
3	G. I. Pipes B-Class IS-1239	Jindal / TATA / Ravindra / Parkash /Surya
4	G. I. Fittings	UNIK / UNCO / NIKE / ZOLOTO/ SANT / LEADER/ VARIE
5	Sanitary/ Chinaware /Bathroom Fitting , Fixtures and other Accessories	Parryware / Hindware / Cera
6	Aluminum Work	Jindal / Hindalco / Nalco
7	Commercial Ply, Boards & Laminates	Greenply, Century, Duroply, Uniply, Kitply, National, Sainik, Greenlam, Marino
8	Glass/Mirror	Modi, TATA, Saint Gobain
9	Door / Window Fittings, Fixtures, Hardware and other Accessories	Everest, Hardwyn, Hettic, Unique, Universal, Link, Romson, Godrej
10	Steel	TATA, SAIL, Jindal
11	Roofing Sheet (GI/FRP/GS/Polypropylene Reinforced Cement / Fiber Cement/Polycarbonate /AC etc)	Tata, Jindal, Everest, Interarch, Hindalco

Note: This above list contains approved Makes/Brand for few items only. Make/Brand for other item shall be finalized by NFL Engineer-in-Charge. The contractor must obtain approval of makes of all materials before Execution of Job. In exceptional case, if any brand is not available (from the above mentioned makes) then the prior approval shall be obtained from Engineer-In-charge before fixing the same. NFL shall not be responsible for rejection of any sample not accepted by NFL officials.

COMMERCIAL TERMS AND CONDITIONS.**3.0 SCOPE OF SUPPLY OF MATERIALS BY NFL.****3.1 Free supply of Cement and Tor Steel**

Cement and Tor Steel 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 and Tor Steel consuming items considering Cement and Tor Steel as free supply by NFL.

3.2 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 in Factory and Township areas 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.

3.3 NFL may at its own discretion issue / supply the following tools / machinery / facilities to the contractor, free of charges. The issue of these tools / equipments / facility etc is not obligatory on the part of NFL but these may be provided / issued to speed up the work / complete the same in safe conditions, that too subject to the availability of the same. The tools / machinery shall be returned to NFL after completion of the job in working conditions.

- a) Hand roller
- b) Diesel / Electrical de-watering pump / Vacuum Pump with Suction and Delivery pipe.
- c) Concrete breaker with chisels.
- d) Air Compressor with diesel for supplying compressed air for operation of Concrete breaker or supply of compressed air from outlets in various plants.
- e) Crane facility for attending the various maintenance jobs in hazardous conditions / areas.

- f) Safety Ladders / Rope / Rope Ladders / other safety Equipments / staging /Scaffolding Materials, small tools as per site requirements for safe working conditions
- g) Flood lights / Hand lamps / to execute the work in dark areas / during late hours.

Note:- above Tools/Machinery/Equipment etc. shall only be provided depending upon availability. In case of unavailability of above Tools/Machinery/Equipment etc., contractor must have to arrange the same at its own risk & cost.

4.0 CRITERIA FOR AWARD & SPLITTING UP OF THE CONTRACT:

A. Award to Overall L-1 Party :

If overall L-1 party is L-1 in one part (e.g. Factory or Township) and L-2 in another part (e.g. Factory or Township), then the overall L-1 party will be called for discussions in the TC meeting. The L-1 party will be persuaded for reduction of rates so that party becomes L-1 in both areas and remain overall L-1 also. If party agrees to reduce the rates and becomes L-1 in both the areas then the entire contract will be awarded to overall L-1 party. In case, party does not agree then splitting of contract shall be explored as per Clause No. 4 (b) as follows:

B. Award on Splitting up of Contract :

NFL reserves it's right to split up the contract between two parties at it's sole discretion. The basis of splitting the contract shall be on Area Basis (Township Area & Factory Area) as detailed in the scope of work. The splitting up of the work between two parties shall be on any one of the following options:

- a) On the basis of Common Lowest rates of L-1 & L-2 parties, if acceptable to both L-1 and L-2 parties. In this case, the works in Factory area shall be awarded to overall L-1 party and the works in Township Areas shall be awarded to overall L-2 party.
- b) If L-1 party does not agree to execute the work on common lowest rates of L-1 & L-2 parties, but L-2 Party agrees to execute the work on Common Lowest rates of L-1 & L-2 parties, then the Factory areas shall be awarded to overall L-1 Party on his quoted / agreed rates, and the Township works shall be awarded to L-2 Party on Common Lowest rates of L-1 (Quoted / agreed Rates) and L-2 rates
- c) If none of the parties agrees to execute the work on Common Lowest of L-1 & L-2 parties, then the work shall be awarded on the basis of individual L-1 Party for Factory area and Township area respectively.

5 TERMS OF PAYMENT:

Payment of Bills shall be released as per Clause No. 27.0 of GTC.

5.1 MSME vendor 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 TReDs platform and avail the TReDS facility,if they want to

The detail of RXIL contact person 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 invoices 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/Contract.

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

6 ELECTRIC POWER CONNECTION:

- a) **Electricity will be provided free of cost at one point as per requirement of the job.**
- 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.

NOTE: Contractor may have to execute any item of DSR depending upon NFL Requirement. The payment for extra executed item shall be payable through premium basis. The premiums payable over DSR-2021 Rates for Extra Items / Additional Items executed under 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 %age 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 all chapters.

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.	5500.00	6000.00	(+) 9.09 %	(+) 3.78 %
2.	80000.00	70000.00	(-) 12.50 %	(-) 12.50 %
3.	1000.00	1300.00	(+) 30.00 %	(+) 3.78 %
4.	120000.00	137000.00	(+) 14.16 %	(+) 3.78 %
Total:	206500.00	214300.00	(+) 3.78 % (Overall Average)	

7 **REIMBURSEMENT OF ESCALATION FOR INCREASE IN MINIMUM WAGES:**

The rates quoted/agreed by the tenderer will be firm during the currency of the contract and will not be subjected to escalation irrespective of any increase what so ever except the increase in minimum wages as may be notified by State /Central Govt. (after notification of GOI).The

escalation in wages if any will be reimbursed on item No.246.01,246.02,258, 263.01,263.02,264.01,264.02 as per the following formula:

Amt. to be reimbursed on account of escalation of minimum wages	=	Billed amt. x 0.70 x (Increased min.wages – min. wages at the time of Uploading of NIT / Min. wages at the time of Uploading of NIT
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Note :- Current minimum wage shall be taken at the time of uploading of NIT i.e. Rs. ---/day

The above shall be linked up with the wage sheet of that particular month. Enhanced payment shall be released only after the receipt of proof of payment of enhanced arrears to the workers. The contractors shall deposit PF & ESI on the enhanced wages.
