

## Special Terms & Conditions of the Contract

### **1.0 Validity of Contract:**

The contract shall remain valid for a period of 12 months and clause No. 19.0 of GTC shall be applicable. The validity of the contract can be extended for further of 03 months on same rates, terms and conditions as sole discretion of the NFL.

### **2.0 Completion Period:**

Entire job has to be completed within a period of 15 days considering min 12 Hrs of working per day from the date of handing over of job to the contractor. However, time schedule may vary proportionately according to availability of weld joints during the ATA period. The job has to be executed tentatively in the period 2024-25.

### **3.0 Security Deposit:**

The contractor shall deposit SD towards faithful performance of the contract.

The Security Deposit together with EMD/Initial Security Deposit shall be 5% 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 @ 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 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 IFN760COV/IFN767COV.

### **4.0 PERIOD OF LIABILITY:**

Defect liability period of works shall be 3 months from the actual date of completion of work. 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 % Departmental Charges plus applicable GST thereon , and the expenditure so incurred by NFL shall be adjusted towards the said Security Deposit and / or any other due lying with NFL.

**5.0** Bids shall be evaluated on overall lowest basis.

**6.0** Before quoting the rates, Tenders are required to refer the clause no 6.0 of GTC to remain competitive bidder.

### **7.0 TESTS & INSPECTION.**

- a) The work is subject to inspection at all times by the Engineer-in-Charge. The contractor shall follow all instructions given during inspection and shall ensure that the work is being carried according to the technical specifications of the Tender and the Technical Documents furnished to him from time to time during the performance of the work and also in accordance with relevant codes/practices.
- b) For inspection by Engineer-in-Charge or his representative, contractor shall provide all facilities and access.
- c) Any work not conforming to execution drawings/ instructions, specifications and/or codes shall be rejected forthwith and the contractor shall carry out rectification/replacement of such work at his own cost. The contractor will record all results of inspection/ test in approved Performa. These reports shall form part of the completion document.

- d) Inspection and acceptance of work by the owner shall not defy the contractor from any of his responsibility under this contract.
- e) Contractor shall provide evaluation results of the inspection on the spot for immediate action; however, three copies of final report shall be handed over to Engineer-in-charge for record within 15 days after completion of the job, but before submission of bill for payment, which shall be entertained only after completion of all the obligations on contractor's part.

### **8.0 MSME Parties:**

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

**9.0** 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.

### **10.0 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 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 H O D .
- 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 (along with ECR and payment confirmation receipt).
- (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 labour 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.
6. Following documents (as applicable) and documents to comply with statutory requirement shall be submitted along with the final bill after the successful execution of the job:
  - a. Undertaking for compliance of the labour laws in the prescribed format
  - b. No claim certificate in the format approved by NFL
  - c. No dues certificate form respective sections.
  - d. Self-attested copy of the ESI challan along with contribution history, separately for this contract.
  - e. Self-attested copy of the PF challan, Payment confirmation receipt, ECR with respect to PF deposit, separately for this contract.
  - f. Indemnity letter regarding statutory dues (PF, ESI, Minimum Wages, Labour Welfare Fund if applicable etc.) in the prescribed format
  - g. Self-attested copy of the wage sheet, attendance record, employee register and Loan/recovery in revised format of A,B,C&D.
  - h. Return of Gate passes issued by CISF / NOC from CISF

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 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.

#### **11.0 PAYMENT OF TAXES AND DUTIES -**

11.1 The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but excluding GST. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.

11.2 The rates quoted for materials should be on F.O.R. basis and are inclusive of all taxes. No GST will be paid as extra.

11.3 Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to NFL's account. Any subsequent change in the rate of GST shall be to NFL's account during contractual period only.

11.4 The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. except GST.

11.4.1 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NFL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.

11.4.2 NFL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.

- 11.4.3 Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which NFL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.
- 11.4.4 In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to NFL, then NFL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, NFL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on NFL.
- 11.5 Liability of NFL shall be restricted to the amount of GST only, and any interest/ penalty etc. shall be to the contractor's account.
- 11.6 Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.
- 11.7 As per GST, the liability towards payment of GST lies with the service provider, so NFL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (NFL) shall comply with the same as the service receiver.

**12.0** Successful party should be required to submit the agreement as per Annexure-XX required as per tender document on the NJSP of the appropriate value which will be applicable at the time of its execution in the state of Haryana.

### **13.0 Penalties**

In case the contractor fails to provide services even after completion of mobilization period, the contractor shall have to pay a penalty of @ 1 % per day basis subject to a ceiling of 10 % of the total value of the work plus applicable GST thereon. This penalty shall be recovered from the RA/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.

### **14.0 Mobilization Period**

Normally Notice to 7 days be given to Contractor for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.