

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

Subject: - Annual Rate Contract for Servicing and Calibration of Tensile Testing Machines (02 No digital and 01 No. Analog machine) for Testing HDPE Bags and (01 No. digital) Tensile Testing Machine for Thread Testing during the year 2024-26

Ref no.:- NFL/PT/Lab/22/2024-26

NIT Dated:- 01.06.2024

1. **Validity of Contract-** The contract shall remain valid for a period of two years and clause No. 19.0 of GTC shall be applicable.
2. The contract shall be extended for a period of 3 months at the same rates, terms and condition on NFL discretion.
3. **GST:** (a) GST shall be paid as per the provision of GST Act. Clause No. 6.0 of GTC shall for applicable.
(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 Lacs.
4. **SECURITY DEPOSIT:-** Not applicable
5. **Defect Liability period:** The contractor shall give the guarantee for the work done for a period of 3 months and clause No. 25.0 of GTC shall be applicable.
6. **Indemnity Bond:** Rs. 50,000/- (in case of repair job at party's works as mentioned at clause No. 50.0 of GTC)
7. **Clause in case the job/contract is Non splitable/ dividable:** 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.
8. **Liability of damage:**
For any damage during servicing of the machines contractor will be fully responsible. Expenses to rectify or replace the part will be borne by contractor.
9. **Scope of Work :-**
 - i. The schedule of Servicing and calibration of Three Tensile Testing Machine for HDPE bags will be on quarterly basis i.e. four times in a year. Every subsequent servicing shall be done within due date. The schedule of Servicing and calibration of one Thread Strength Testing machine shall be done within one month of the next year.
 - ii. In case any component / spare part is/ are required to be replaced during servicing of the machine, the same will be supplied/ arrange by party on chargeable basis against Performa Invoice as per requirement on need basis.
 - iii. Proving rings/ Digital Load Cell with National Physical Laboratory calibration certificate or NABL calibration certificate with due date of validity, is to be brought by your Service Engineer while doing calibration of Tensile Testing Machine at our site.
 - iv. Travelling, Boarding and Lodging charges etc. are to be borne by the party.
 - v. Calibration Certificate to be provided by the party shall be on NABL Logo.
10. **Agreement:-** Tenderers/Successful party should be required to submit the affidavits/ agreement etc. as per tender document on the NJSP of appropriate value which will be applicable at the time of its execution in the state of Haryana, as per clause no-39.0 of GTC in attached Annexure-XX.
11. 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. This clause will supersede clause No. 36.0 (iii) of GTC.

12. Payment Terms:

- a) Payment of quarterly 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 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 (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 stands 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, employeeregister and Loan/ recovery in revised format of A, B, C & D.
- h. Return of Gate passes issued by CISF/ NOC from CISF

MSME Vendor Payment through TReDS

Government of India 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 successfully 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 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.