

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

Tender for "Providing assistance in medical treatment in NFL Hospital and Occupational Health Centre(OHC) by High Skilled & Semi Skilled workers at NFL Panipat Unit for the year 2024-26"

In addition to and furtherance of the General Terms & Conditions of the Contract, the following Special Terms & Conditions of the Contract shall be applicable and binding between the parties. In case of any conflict between these two sets of conditions, the special terms and conditions shall take the precedence over the general terms and conditions of the contract.

1. **EMD Fees:** Tenderers shall submit Earnest Money of Rs.1,00,000/- (Rupees One Lakh only) in the manner as specified in clause No. 9.0 of GTC. Tenderers may claim the benefit of exemption of EMD for this contract, to produce valid MSE udyam registration certificate issued for the tender services or to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.
Note:- In case bidder submitted EMD through E- transfer mode in such case copy of UTR number shall be intimated through E-Mail at ashukla@nfl.co.in before bid opening date and soft copy of UTR number shall be submitted in envelope number 1.
2. **Validity of Contract:** The contract shall **remain valid for a period of two years** and clause No. 19.0 of GTC shall be applicable. However, the contract can be extended on the same rates, terms & condition for a period of three month at the sole discretion of NFL Management. Similarly, the contract can also be short closed including curtailment of the man power in the contract any time during the currency of the contract by giving one month's notice at the discretion of management.
3. **Defect Liability Period:** Defect liability period for the week in terms of clause No. 25.0 of the GTC. However, the Security Deposit of the contractor will be released after three months from the date of satisfactory completion of contract and clearance from HR Department
4. **GST**

(a) GST shall be paid as per the provision of GST Act. Clause No. 6.0 of GTC shall be applicable.

(b) TDS @ 2% (1% CGST and 1% SGST or 2% IGST) shall be deducted as per provision under GST act in case taxable contract value of services/goods or both is more than Rs. 2.50Lacs.
5. The Contractor shall deploy only highly skilled/semiskilled trained paramedical staff who shall have requisite qualification i.e. diploma in Pharmacy for Pharmacists, GNM or B.sc Nursing for Staff Nurse and minimum one year experience from any reputed hospital for Ward Attendant and skill level to do the jobs as mentioned in the **Scope of Work**.
6. The Staff deployed by the contractor shall be required to work in Shifts including Night Shift or as per requirement and instructions of C.M.O issued from time to time.
7. All the Staff deployed shall be the employee of the Contractor for all intents & purposes and shall have no claim/right on NFL. The Contractor shall ensure that all the

formalities required to be completed under the existing laws of the India for and or in connection with engaging/employment of laborers have been fulfilled. NEL shall be under no obligation to accept/admit any claim in this behalf.

8. The Contractor shall be required get the antecedents of his workers verified from the concerned authorities before deploying them on duty. Change of any worker shall be allowed with the prior information of NFL only.
9. The personnel deployed by the contractor shall be subject to security check by the CISF staff at any time within NFL factory premises.
10. Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night stay allowance to his employees that might become applicable under any Act or Order of the Govt. NFL shall have no liability whatsoever in this regard. The contractor shall indemnify NFL against any/all claims which may arise under the provisions of various Acts, Government Orders, etc.
11. In case of failure on the part of the Contractor to deploy the employees on any day as per the requirement of Hospital and on the instruction of Officer In Charge, NFL reserves the right to get the work executed from any other agency/contractor at the risk and cost of the Contractor. Clause no. 18.0 of GTC shall be applicable.
12. If the monthly EPF wages of a contractual worker exceed Rs 15,000, the employer's contribution shall be limited to Rs 15,000 or the wage rate as notified by the Government from time to time.
13. If the monthly ESI and Bonus amount of a contractual worker exceed Rs 21,000, the employer's contribution shall be limited to Rs 21,000 or the wage rate as notified by the Government from time to time.

14. PRICE VARIATION/ESCALATION CLAUSE (Applicable for labor supply items only)

- i) Service charges quoted by the contractor shall be firm and valid till the complete execution of the order.
- 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. For the purpose of this Contract the minimum wages of highly skilled and semi-skilled labour on the date of issue of the tender shall be taken. 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.

The quoted rate/service charge shall be excluding applicable GST.

15. The contractor will have to make the payments to the employees deployed by him in a particular month before expiry of the 7th day of the subsequent month.

- 16.**The contractor will be required to maintain a muster roll and wages register in the prescribed proforma. The contractor shall make payments to the workers through Bank. An attested copy of the Wage Sheet alongwith PF & ESI Challans, ECRs duly signed verified by Executing Department shall be submitted with the monthly bill, failing which his bill will not be processed for release of payment.
- 17.**Contract will be required to maintain record of leave with wages in Form-15 as per factories act 1948. The settlement, if any, on that account will be reimbursed on actual basis at the payment of Final bill on production of requisite record & receipts
- 18.**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 employees of the contractor. Contractor shall have to submit passport size photograph in duplicate of every employee to be deployed to C.M.0 for the purpose of issuing Gate-passes along with local permanent address and other particulars of workers.
- 19.**Penalty: The Contractor shall deploy his manpower for execution of work as per Scope of Work and as per the instruction of Officer In-Charge. In the event of not deploying the manpower in any shift as & when required, penalty @ Rs.1000/- per shift subject to max. 10% of the total value of the Work Order during contractual period shall be imposed upon the Contractor.
- 20.**The Tenderer shall not put any condition while filling-up the tender documents. Still if any condition is put up, the tender would be liable to be rejected.
- 21.**Contract is Non split able/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.
- 22.**The contractor shall also submit the names, present and permanent Residential addresses and two copies of their passport size photographs to NFL Panipat at the time of award of work.
- 23.**The manpower provided shall be medically fit and the contractor shall submit medical certificate from Hospital with respect to the supplied manpower at the time of award of work. The contractor shall also arrange for periodical medical examination of the manpower provided by him.
- 24.**The contract shall be further subject to General Terms & Conditions (GTC) and all the relevant provisions of GTC shall also be applicable.
- 25.**Tenderers / successful party should be required to submit the affidavits/Agreement etc. 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.

26. Security Deposit: The contractor shall deposit SD towards faithful performance of the contract.

The Security Deposit together with EMD/Initial Security Deposit shall be 05% 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 05% 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:-

- a. IFN 76 COV for issuance of bank guarantee
- b. IFN 767 COV for amendment of bank guarantee
- c. Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 COV.
- d. Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV

27. 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 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:
 - i. Undertaking for compliance of the labour laws in the prescribed format
 - ii. No claim certificate in the format approved by NFL
 - iii. No dues certificate form respective sections.
 - iv. Self-attested copy of the ESI challan along with contribution history, separately for this contract.
 - v. Self-attested copy of the PF challan, Payment confirmation receipt, ECR with respect to PF deposit, separately for this contract.
 - vi. Indemnity letter regarding statutory dues (PF, ESI, Minimum Wages, Labour Welfare Fund if applicable etc.) in the prescribed format
 - vii. Self-attested copy of the wage sheet, attendance record, employee register and Loan/recovery in revised format of A,B,C&D.
 - viii. Return of Gate passes issued by CISF / NOC from CISF

h) MSME vender 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 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 invoices of MSME bidders seeking payment from NFL directly shall be processed as per the standard payment terms agreed in PO/contact.

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

28. Arbitration for CPEs and Govt. Department

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 Enterprise (CPSEs) /Post Trusts inter se and also between CPSEs and Government Department / 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.

29. Startups:

The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the Tender document. The quality and technical parameters are not to be diluted. The exemption from submission of EMD may also be provided to all 'start-up' as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)., For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.

This document shall form part of the Contract and shall be signed and stamped by the tenderer on each page.

Signature of Tenderer
with full address and official seal

Dated _____