

## **Special Terms & Conditions of the Contract**

**Subject:** Hiring of Agency for Bolt Tightening of High Pressure Heat Exchanger and Flanges by Hydraulic Torque Tightening/ Tensioning Machine, at NFL, Panipat.

**1. EMD & Tender Fees: NIL**

**2. Validity of Contract:**

The contract shall remain valid for a period of 12 months reckoned from the date of its award and clause no. 19.0 of GTC shall be applicable. The contract can be extended on the same rates, terms and conditions for a period of three months on sole discretion of NFL.

**3. Defect Liability Period:**

The contractor shall give the guarantee for the work done for a period of 6 months from the actual date of completion of work and clause no. 25 of GTC shall be applicable. All other Terms and Conditions of GTC shall be applicable.

**4. SECURITY:** 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 IFN760COV/IFN767COV.

5. Rates are to be quoted strictly as per the Schedule of Rates as per NIT
6. Contractor shall make their own arrangement for lodging, boarding and to & fro local transport. If required, NFL shall provide the same on chargeable basis subject to availability.
7. All statutory obligations applicable in the state of Haryana shall have to be complied with.
8. All terms and conditions of GTC shall also be applicable and contractor shall abide by the same
9. The Contractor shall be required to execute an agreement on a non-judicial stamp paper of prescribed value with NFL within 15 days (Fifteen days) of receipt by him of the Letter of Intent/ Work Order.

**10. Payment:**

Payment will be made on successful completion of job as per Scope of Work after making the recoveries as per the contract provisions. Payment will be made on actual number of days/ hours worked as verified by Engineer in Charge. Any advance payment by any means shall not be made. Per Diem rate shall be paid for 12 hours working.

Sunday & National Holiday shall be considered as paid holiday. In case of working beyond 12 hours on any normal working day, on Sunday & any national holiday, working hours shall be considered as over time.

GTC cl. S. no. 27.0 as mentioned below shall be applicable.

- a) Payment of full and final bill shall be released within 30 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, employee register and Loan/recovery in revised format of A,B,C&D.

h. Return of Gate passes issued by CISF / NOC from CISF

11. As the subject jobs are carried out during plant shut down, the manpower shall be required to work beyond normal working hours and in shifts (12 hrs. shift), based on the requirement and as per the instruction of Engineer- in-charge.

12. NFL shall provide accommodation for manpower either in A-type Quarters or Guest House inside NFL, Township on chargeable basis, subjected to availability of the same, during the stay.

13. MEME 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 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 enclosure including TReDS details. Upon receipt and acceptance of the supplied material/ services and receipt of invoices with the mandate enclosures, NFL shall process the invoice for payment as per details submitted in 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.

14. **Mobilization:**

The job can be got done any time during the tenure of the contract.

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

15. Party shall submit Medical Certificate of their staff deployed for the job.

16. Payment of taxes and duties shall be as per clause 1.6 of GTC. TDS under GST @ 2% shall be deducted as per provision of GST act-2017.

17. Safety & security of party's material in NFL premises is the responsibility of the contractor.

18. **Personal Protective Equipments like Helmets, Hand Gloves, FBH (Full body harness) etc.** required for the safe and successful execution of the job shall be the responsibility of the contractor. Party to ensure use of duly tested Full body harness at site. Successful Party to submit test certificates for full body harness (FBH) at the time of reporting at site before execution of job.