

## 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 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. **EMD should accompany the tender in separate envelope, without EMD tender will not be opened and it will be considered as rejected. However tenderer must submit the proof of EMD submission latest by last date of bid submission ( UTR Number / Transaction ID / NEFT Details if EMD submitted through online fund transfer or original Demand Draft if EMD submitted by Demand Draft) (envelop No.1).**

### **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 MSMED 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.**

### 1.5.0 VALIDITY OF CONTRACT:

The contract shall remain valid for a period of **24 (Twenty Four) Months** reckoned from the date of its award. Keeping in view the nature of job, Validity of Contract may be extended for **06 (Six) months** on the same rates, terms & conditions depending upon discretion of NFL Management. 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.

#### **1.6.0 COMPLETION PERIOD**

Total Time allowed to complete the entire job is 18 (**Eighteen**) Months from the date of handing over of the site. Date of start of job / handing over of site shall be intimated in writing. This period of 18 months may be handed over to contractor in different phases depending upon availability of working site; however total cumulative working time is 18 months.

#### **1.7.0 DEFECT LIABILITY PERIOD :**

Defect liability period of works unless otherwise specified shall be **12 (Twelve) months** from the actual date of completion of work as per completion certificate issued.

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.
- c) Clause 1.6.0 of GTC shall also applicable.

#### **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 1% of the Contract Value.**

#### **Raising/Up loading of Taxable Invoices:**

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 and final payment 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 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 rectification of such differences. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act. In the event that the input tax credit of the GST charged by 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.

1.8.2 **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.**

### 1.9.0 **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 or in the absence of any material in market, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

### 2.1.4 **Material Specification:**

Sr. No	Material	Brand
1	Epoxy Material / Resin / Hardener or any other Epoxy Material	M/s ATUL, M/s VENTICO PERFORMANCE POLYMERS, M/s HUNTSMAN, M/s ATUL LAPOX, M/s CIBA GIEGY, M/s SIP Resin Limited, Dr. Beck & Co. or Equivalent Brand approved by NFL.
2.	Acid Proof Tile	M/s ZEOCHEM, M/s REFMON INDUSTRIES, M/s CORROSOL INDUSTRIES, M/s JOHNSON ENDURA, M/s SIP Resin Limited, Dr. Beck & Co. or Equivalent Brand approved by NFL..

## 3.0 **PARTICULAR SPECIFICATIONS**

### 3.1.0 **SURFACE PREPARATION:-**

3.1.1 After removing/dismantling the existing damaged treatment, the areas are to be prepared for receiving the new treatment in the following manners:-

- 3.1.2 All the concrete surfaces should be washed with plenty of water under pressure and through abrading with hard wire brushes to remove all the loose particles, peeled off painting / fiber reinforced cloth, urea/effluent deposits. The steel surfaces are to be cleaned with hard wire brushes and sand paper / power brushes, grinder etc. Grease or oil patches are to be removed by suitable detergents / chemical. Allow the surface to become dry and locate the pot holes, patches, cracks, carefully. All the pot holes patches, cracks are to be repaired with epoxy mortar (Putty) of the mix as per specifications mentioned in following paras. (The quoted rates / finally accepted rate as per work order shall be deemed to be included the cost of surface preparation. However dismantling of existing damaged epoxy screeding wherever required shall be paid separately under item no 5 of part B)

### 3.1.3 **REPAIR WITH EPOXY PUTTY (Item No.2 of Part B) :-**

After removing the existing treatment and preparing the surfaces for receiving new treatments, all the pot holes, patches, cracks etc. are to be repaired with epoxy putty with following formulation/ingredients :-

ARALDITE	GY – 250	- 100 PBW	(Parts By Weight)
HARDENER	HY – 830	- 45 PBW	
HARDENER	HY – 850	- 15 PBW	
Quartz sand mix No.10 & silica floor		- 800 PBW	

Quantity of putty should be prepared in such volumes as to be consumed within 30 minutes. The repair work so done is to be allowed to cure for 8-12 hours at room temperature.

**The consumption of Araldite & Hardeners (Mixture) : 0.166Kg per Kg of putty**

### 3.1.4 **FOR EPOXY PAINTING (Item No.1 of Part B)**

After repairing the surfaces with the epoxy putty, Painting with pure epoxy painting is to be provided to the prepared dry surfaces with the following formulations with stiff nylon brushes :-

#### **FOR ONE COAT**

**Single coat : Shall consist of With following ingredients / formulations**

i.	ARALDITE	GY - 250	- 100 PBW
ii.	HARDENER	HY - 830	- 45 PBW
iii.	HARDENER	HY - 850	- 15 PBW

**The consumption of Araldite & Hardeners (Mixture) : 0.25Kg per Sq.M of painted area**

#### **FOR TWO COAT**

**Ist : Shall consist of following ingredients / formulations**

i.	ARALDITE	GY - 250	- 100 PBW
ii.	HARDENER	HY - 840	- 50 PBW

**2<sup>nd</sup> Coat : Shall consist of following ingredients / formulations**

i.	ARALDITE	GY - 250	- 100 PBW
ii.	HARDENER	HY - 830	- 45 PBW
iii.	HARDENER	HY - 850	- 15 PBW

The time interval between each coat will be 8-12 hours.

**The consumption of Araldite & Hardners (Mixture) : 0.45Kg per Sq.M of painted area**

### 3.1.5 **FOR Ave. 5.0 MM / 6.0 MM Thick SCREEDING (Item No.- 3 / 5 of Part B)**

**PRIMER COAT** :- Shall consist of following ingredients / formulations

- |     |          |    |       |   |         |
|-----|----------|----|-------|---|---------|
| i.  | ARALDITE | GY | - 250 | - | 100 PBW |
| ii. | HARDENER | HY | - 840 | - | 50 PBW  |

**2<sup>nd</sup> Coat:** - Shall consist of following ingredients / formulations

ARALDITE	GY	- 250	-	100 PBW
HARDNER	HY	- 830	-	45 PBW
HARDNER	HY	- 850	-	15 PBW
QUARTZ SAND				- 800 PBW

The above formulation is to be laid with iron trowels/floats process gently over the tacky base coarse so as to provide an average thickness of 5 mm (Varying from 3 mm to 7 mm ) thickness of epoxy plaster. This should be allowed to cure for about 6 hours.

**3<sup>rd</sup> COAT (SEAL COAT OVER SECOND COURSE):** Shall consist of following ingredients / formulations

ARALDITE	GY	- 250	-	100 PBW
HARDNER	HY	- 830	-	45 PBW
HARDNER	HY	- 850	-	15 PBW

The above coat is to be laid over the screeding with brushes / iron floats.

**The consumption of Araldite & Hardeners (Mixture) : 2.16Kg per Sq.M of Screeding**

### **3.1.6 RAW MATERIALS**

The epoxy resins and hardeners i.e. GY-250, HY-830, HY-840 & HY-850, manufactured by M/S CIBA GEIGY INDIA LTD. are approved for use in the work, however, the equivalent resins and hardeners manufactured by M/s ATUL - GUJRAT, M/s VENTICO PERFORMANCE POLYMERS – CHENNAI, M/s HUNTSMAN ADVANCED MATERIALS (INDIA) Pvt. Ltd. – DELHI, M/s ATUL LAPOX are also approved for use in work. The maximum covering areas shall be as mentioned in above specifications which are as per the recommendations of the manufacturer. The Quantity of each batch of the formulations should be prepared in such volumes as to be consumed within 30 minutes.

**EQUIVALENT PRODUCTS OF EPOXY RASINS AND HARDENER**

<b>Materials</b>	<b>M/s Hindustan Ciba Geigy, MUMBAI</b>	<b>M/s ATUL Distt. Balsad (Gujrat) / M/s ATUL Lapox</b>	<b>M/s HUNTSMAN ADVANCE MATERIALS (INDIA)Pvt. Ltd. DELHI</b>	<b>M/s Ventico Performance Polymers (P) Ltd, CHENNAI</b>
<b>RESINS</b>	<b>GY – 250</b>	LAPOX–B 11	GY – 250	GY – 250
<b>HARDENER</b>	<b>HY – 830</b>	LAPOX–K 41	ARADUR - 830	ARADUR - 830
<b>HARDENER</b>	<b>HY – 840</b>	LAPOX-K 46	ARADUR-140(840)	ARADUR-140(840)
<b>HARDENER</b>	<b>HY - 850</b>	LAPOX-K 42	ARADUR - 850	ARADUR - 850

**4.0 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 10 % 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 Labor (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.

- (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 labourers 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 Labor (R&A) Act, 1970 and has also complied with other provisions of Labor 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/labor, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against any such claim/demand made in future.

#### 4.1 PAYMENT TO MSMED PARTIES

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](mailto: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 unfinished invoice/s of MSME bidders seeking payments 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.

**NOTE : Security Deposit @ 10 % for both the parts (A) & (B) above shall be released after successful completion of defect liability period.**

NFL will not entertain any claim from the contractor, if the payment gets delayed due to sorting out the discrepancies, if any, in the bill.

## 5.0 Security Deposit/Performance 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. Ex. GST Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value 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. 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 Garmin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for a period of 36 months (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.

Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN76COV/IFN767COV.

## 6.0 ELECTRIC POWER CONNECTION:

- a) Three Phase / Single Phase Electric Power connection shall be provided FREE OF CHARGE, by NFL, subject to availability, for operation of Elect. Equipments, Tools, Concrete mixer, Concrete Vibrator, Dewatering Pumps, Elect. Drill machines, Cutters, Grinders, Hand Saws, Screw Drivers, Flood Lights, Hand Lamps, etc. or any other elect. Tool / Appliances required for executing the work. The contractor will provide at his cost, Extension Boards fitted with on / off switches, sockets etc and wire required for taking connection from main receiving line upto place of working.
- 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.

- d) 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.

#### **7.0 TRANSIT AND STORAGE INSURANCE OF MATERIALS AT SITE**

Transit and storage insurance of materials at Site to be brought under this contract, shall be the contractor's responsibility. Any deterioration or damage to the material during storage under your custody shall be at contractor cost. Receipt of material and the safe storage at site till the date of completion shall be contractor's responsibility. For storage, open space will be provided near the work site. A copy of the transit and storage insurance policy will be submitted to NFL at the time of delivery of material. **No Payment against any Bill shall be made without submission of the transit and storage insurance policy.** Premium for the Policy shall be borne by the contractor.

#### **8.0 Agreement:**

**Successful party should be required to submit the Agreement required as per tender document on the Non-judicial Stamp Paper (NJSP) of appropriate value which will be applicable at the time of its execution in the state of Haryana.**

#### **9.0 CONCILIATION & ARBITRATION: (i) FOR INDIAN PARTIES**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof shall be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority (CMD / Functional Directors/ Unit Head), which may be specified as per contract value (Ref : CO Legal circular no. NFL/CO/Law/979 dated 2-3-2020)

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration exceed Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties

hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR / Base Rate applicable to NFL on date of award of contract.

The Seat and venue of Arbitration shall be at Delhi/Place of respective Unit/Place of Zonal Office.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

**(ii) Arbitration for Foreign Vendors /Parties:**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration rules of Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat and venue of Arbitration shall be at New Delhi, India.

The language of the Arbitration shall be English.

This contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.

**(iii) Arbitration for CPSEs and Government 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 Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (other than those related to taxation), such disputes or differences shall be taken by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1 835 dated 22-05-2018.

## **SCOPE OF WORK**

The scope of work of “**Renovation of Bagging Plant Floor of PJD-109, Hopper Floor, loading Platform**” broadly includes following work in Urea Bagging Plant (Loading Platform, Stitching platform, Hopper Floor, Conveyor Floor) or other plant as per NFL requirement :-

1. The existing anticorrosive treatment i.e. epoxy painting / screeding on the floors, columns, ceilings, Beams, walls on horizontal / vertical / slanting surfaces, Drains, Foundations, pedestals etc. in the various areas of Bagging Plant and other areas has damaged / outlived its life which is proposed to re-done to avoid corrosion of the structures.
2. The tentative scope of work includes dismantling of damaged existing PCC/RCC/ Epoxy Flooring, scraping of damaged Anticorrosive Treatment and Fixing of Acid Resistant Tile with epoxy mortar as per item complete, Epoxy Painting, Epoxy Putty or Epoxy Mortar after removing the existing peeled off / damaged portion of concrete or Tile and preparing the surface to receive fresh treatment and repairing the pot holes cracks etc. with epoxy putty, but is not limited to these areas only but these items of work can also be got executed at any other areas depending upon the site requirements.
3. All the materials required to be brought by the contractor as per Schedule of Quantities under this contract, through Material / Store Deptt. Of NFL and the contractor is required to raise the invoice in the name of Manager (Civil) through Chief Manager (Materials), NFL Panipat. The unloading & shifting of all Materials brought at site shall be arranged by the contractor at his own cost.
4. (a) **Work of repair of Bagging Plant where the working is not possible during running plant or during Loading of Urea Bags (Rake Loading or Truck Loading or any other type of Dispatch) or during Bagging of Urea, the work or renovation shall be executed in Shifts or phased manner in planned way without hampering the Loading of Urea Bags (Rake Loading or Truck Loading or any other type of Dispatch) or during Bagging of Urea. Contractor must visit to work site and quote his/her rates after considering the factor of Filling, Stitching and Loading / Dispatch of Urea Bags from Working Area.**  
  
 (b) **Work shall be done in small pieces on the availability of site. Contractor may please note that there may be some Ideal period due to non availability of site at ground floor (loading platform). Nothing extra shall be payable due to ideal period as per above details.**
5. For executing the works in Factory area, safety work permits will be issued for doing the jobs. Contractor will have to provide all PPE's to labor and make all safety arrangements as instructed by safety department for safe execution of Job. No work will not be allowed to be carried out without safety permit..
6. For doing the work in plant area the workers, supervisors, Engineers are allowed to come in the plant area with proper gate passes. NFL will issue necessary gate passes to such persons for whom the request is made by the contractor. NFL will not be responsible for late entry of the persons through the gate due to the absence of gate passes.
7. All consumable, non-consumable materials are to be got entered in the register being maintained by security personnel at the factory's Main Gate, for which NFL will issue instructions for their entry at the gate.
8. Contractor will have to arrange all Tools & Tackles for safe & sound execution of job at site within its final agreed rates as per BOQ/SOQ. No such Tools & Tackles will be provided by NFL.
9. NFL will try its best to hand over the areas for applying the treatment but due to plant operation difficulties, Re-scheduling of Urea Dispatch, Postponement of the Plant Shutdown or any unforeseen

delay in handing over the site, NFL will not pay anything extra on account of idle hours due to non-availability of the areas for doing the job at site. Contractors are requested to see the site conditions / and assess the arrangements required to be made for execution of the work, before quoting the rates.

10. In view of the special nature of the job, thorough inspection at all stages from surface preparation to final touching of the treatment will be done in order to ensure the quality of job. Such inspections will be carried out jointly by NFL and contractor's Engineer.
11. The R.C.C. / P.C.C surface shall be inspected and suitably repaired with epoxy putty by the agency before applying the treatment to the surface.
12. The concrete surfaces should be made smooth, plain, and free from oil, grease and wire brushed to remove dust/loose material.
13. Voids, depressions, if any, should be filled with epoxy putty according to specifications, procedure and as per the directions of representative of NFL which will be paid for separately as per item of SOQ.
14. During and after application falling of dust or water movement over lined surface or scratching of lined surface should be strictly avoided. Any barricading or covering the site with suitable material will be done by the contractor at his own cost without any extra claim.
15. Since the above job is mainly a shutdown job, the agency should mobilize all men and materials to carry out the job round the clock and complete the shutdown jobs within stipulated shutdown period. Necessary lighting arrangement shall be provided by NFL free of cost for working in the night.
16. The contractor shall have to deploy Experienced Supervisor for executing the work and taking day to day instructions from site Engineer/ Engineer – in – Charge.

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