

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 **Bid Security Declaration** as bid security as per **Performa No.-5** attached with this STC and ₹1000/- as Tender Fee by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Panipat" payable at PANIPAT. **The tender fee shall not be accepted in any form other than specified above. Bid Security Declaration and Tender Fee should accompany the tender in separate envelope without Bid Security Declaration and Tender Fee, tender will not be opened and it will be considered as rejected.**

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.
- 1.4.1 **Tenderer will have to depute sufficient manpower i.e. Carpenter, Mason, Plumber, Welder etc. for attending the day-to-day complaints so that complaints must be completed in time, failing which action shall be taken as per terms & conditions of the contract.**
- 1.5.0 **VALIDITY OF CONTRACT:**

The contract shall remain valid for a period of **12 (Twelve) Months** reckoned from the date of its award. 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:

The entire job is to be completed within **12 (Twelve) Months** from the date of handing over of site. Date of start of job / handing over of site shall be intimated in writing.

The Contract Period can be extended at the sole discretion of NFL for a further period of **03(Three) Months** on same Rates, Terms & Condition of Contract. The extension of contract shall be granted only in exigency of work due to unavoidable circumstances with due justifications and approval of such extension shall be dealt as per DOP.

1.7.0 DEFECT LIABILITY PERIOD:

Defect liability period of works unless otherwise specified shall be **06 (Six) months** from the actual date of completion of work as per completion certificate issued, or the expiry of the full next following monsoon season (i.e. 15 July to 15 October following the actual date of completion) whichever shall be later.

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.

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 one percent of the Contract Value.

1.8.2 Security Deposit: Contractor will have to Deposit Performance Security Deposit / Bank Guarantee @ 03% of the contract value within 15 days from date of Issue of LOI/W.O.

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 fulfillment of the contract. The Bank Guarantee should be valid for a period of **18 (Eighteen) 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.
- (iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

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 in the contract documents, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

2.1.4 **Material Brand / Specification:**

S.No.	Item Name	Name of Brand/Grade/Specification
1	Ceramic/Glazed tiles / Floor tiles	Kajaria / Somany / Nitco/ Orient Bell
2	PVC/UPVC/PTMT Pipe and accessories. (ISI marked)	Supreme/ Sintex / Astral / Finolex / /Diplast. / Pearl / Pryag/ Ashirvad
3	G. I. Pipes B-Class IS-1239	Jindal / TATA / Ravindra / Parkash /Surya
4	G. I. Fittings	UNIK / UNCO / NIKE / ZOLOTO/ SANT / LEADER/ VARIE
5	Sanitary/ Chinaware /Bathroom Fitting , Fixtures and other Accessories	Parryware / Hindware / Cera

6	Aluminum Work	Jindal / Hindalco / Nalco
7	Commercial Ply, Boards & Laminates	Greenply, Century, Duroply, Uniply, Kitply, National, Sainik, Greenlam, Marino
8	Glass/Mirror	Modi, TATA, Saint Gobain
9	Door / Window Fittings, Fixtures, Hardware and other Accessories	Everest, Hardwyn, Hettic, Unique, Universal, Link, Romson, Godrej
10	Steel	TATA, SAIL, Jindal
11	Roofing Sheet (GI/FRP/GS/Polypropylene Reinforced Cement / Fiber Cement/Polycarbonate /AC etc)	Tata, Jindal, Everest, Interarch, Hindalco

Note- This above list contains approved Makes/Brand for few items only. Make/Brand for other item shall be finalized by NFL Engineer-in-Charge. The contractor must obtain approval of makes of all materials before Execution of Job. The contractor must submit the sample(s) before procurement of material. NFL shall not be responsible for rejection of any sample not accepted by NFL officials.

3.0 **SPECIAL CONDITIONS :**

- 3.1 NFL may at its discretion award any other / additional work on the final agreed rates, terms and conditions, as per the work order, for execution of the same and the contractor has to execute the same work as a separate work.
- 3.2 The contractor will have to deploy one Engineer / Supervisor with proper power of attorney / Authority letter for plant / township, for supervising the work, taking instructions from Engineer-In-Charge, and getting the materials issued from Main Stores etc. In addition to this the contractor has to make available one (complaint) attendant for factory area and one (complaint) attendant in township area who will receive and maintain the records of the various complaints received in writing / telephonically / orally and pass on such complaints to the field staff for compliance. The quoted rates of the agency shall be deemed to include the above provisions.
- 3.3 NFL does not guarantee any quantum of work to be executed.
- 3.4 The work is to be executed at all heights, depths and levels and nothing extra will be paid on this account beyond the quoted/agreed rates, except wherever mentioned / applicable.
- 3.5 The work in factory area is to be executed in the running plant and critical places.
- 3.6 Safety permits have to be obtained in advance and work is to be executed with all precautions and safety measures.
- 3.7 Contractors who will be registered under this contract may have to work round the clock for executing the emergent jobs informed at short notice against job/work orders. Emergent jobs are to be executed at any time round the clock as directed by Engineer-in-Charge and nothing extra shall be payable beyond the quoted/agreed rates on any account. The contractor as such shall have to keep a stock of various construction materials at site such as bricks, sand, aggregate sanitary and water supply, door/window fittings etc.
- 3.8 Contractor has to maintain a small Office-cum-Store in the Factory or Township area where his responsible representative(s) will be available for receiving instructions, job orders etc. throughout the contract period. The contractor has to keep sufficient stock of fittings, fixtures and construction materials in advance in the store. The department will give space for store/site office and the contractor has to construct necessary structures of his own, if required, but contractor will have to vacate the land at the expiry of contract period failing which dues shall not be released.
- 3.9 a) The fittings i.e. Hooks, nuts, bolts etc. of old/broken ACC/CGI/ Alum FRP. Sheets etc. or other fittings like water supply and sanitary fittings (W.C, washbasin, cistern, bib cock, stop cock, pillar cock G.I fittings etc) are required to be removed for replacement, and nothing

shall be paid extra for removal of such old/broken fittings unless otherwise specified. Also nothing extra shall be paid for disposal of un-serviceable material from site for returning to NFL Central Stores.

- b) Use of old serviceable nut bolts received from dismantling of such fittings is allowed and nothing shall be recovered from the agency on this account.
 - c) For fixing of wind ties on the existing ACC sheets roofing, no extra claim shall be entertained for removing/unbolting and re-fixing the nuts, bolts washers etc.
- 3.10 In the items of providing and laying or replacing G.I. Pipes, G.I. fittings (if required to be provided for turnings, branches or for fixing of Fixtures) shall be paid extra only if the total length of such pipes at a Particular / single location is 6 (Six) Meters or less.
- 3.11 The finishing of stone work items like flooring with kota stone / marble / granite stone or any other specified stone shall be with mirror/ granite finish and nothing extra shall be paid for this above the quoted/awarded rate.
- 3.12 Against operational Item Nos. 83 & 84 (Non-Schedule Items), Electric/Diesel Pump engaged for dewatering purposes to attend leakages etc., payment for full day i.e. 8 hours shall be made for the 1st day. Subsequently, payment for the same job / location shall be made on hourly basis for which the pump is actual run/operated.
- 3.13 Against operational Item No. 77 (Non-Schedule Items), the leakage points found within one meter length of the pipeline, shall be treated as one point only for payment irrespective of the number of leakage points attended in one meter segment.
- 3.14 In case similar item of work is found to be available in different chapters of Schedule of Quantities, the lowest quoted / agreed rate against such item(s) shall be paid.
- 3.15 NFL shall supply only Grease / Oil free of charge for use in the pumps / equipment's situated at Sump House in Township for their smooth functioning.
- 3.16 The above materials shall be supplied from NFL Main Stores / workshop situated in Factory area. The contractor has to transport the material from Main Stores / workshop to the site of work including loading and unloading of the same within their quoted rates
- 3.17 **Item No. 252 of Non Schedule Items : Surveillance of ASH PONDS**
Item includes the provision of 02 (two) nos. unskilled labor on regular basis (round the day) with necessary tools like Kassi/Favda (Spade), Kulhadi (axe), Daranti (Sickle) etc. at its own cost for Shrubs cutting and cleaning, Dressing, Surveillance Passage Maintenance. Contractor will also provide required safety equipment's like safety Jacket, Shoes, Helmet, Torch etc. for the labor.
- 3.18 **Old Ash Ponds & Carbon Ponds on North of NFL Plant (Local Ponds)**
- There are total of 5 Ponds (One No. Carbon Pond and Four Nos. Ash Ponds) situated on North of NFL Plant, having Earthen Embankments of approximately 3 Kms. (Approximately) in length and Approximately 7 Metre high with side slopes 1:2.
- 3.18.1 The scope of work for Ash Ponds at Old Ash Ponds / Carbon Ponds covers surveillance/watch and ward of the Ponds from 8: 00 Am to 5:00 PM daily.
- 3.18.2 For surveillance of the Ash Ponds situated at north side of plant the contractor shall have to deploy 2 Nos. labour / man power on daily bases as per instructions of Engineer-in-Charge with all necessary tools and tackles.

3.19 Item No. 253 of Non Schedule Items: Strengthening the Embankments of ASH PONDS

The Scope of work includes supplying and stacking of good earth near the Ash Ponds or at any location in Factory and Township areas as and when required, for filling and repairs / strengthening the embankments of the Ponds. The measured quantities of earth shall be reduced by 20 % towards voids for the purpose of payment. The scope also includes carrying the earth to the required locations of the embankments and filling the earth in layers as detailed in Schedule of quantities.

3.20 Item No. 254 of Non Schedule Items : Excavation of Ash within ASH PONDS

Drains / trenches shall have to be excavated in the deposited ash within the Ash Ponds for diverting the flow of Ash Slurry within the ash ponds to avoid the erosion of the earthen embankments. This Item of work is to be executed as and when required. The executed work shall be measured in Cum.

3.21 For executing the works in Factory area, safety work permits will be issued for doing the jobs, without any safety work permit duly issued by NFL, work will not be allowed to be carried out.

3.22 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.

3.23 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.

3.24 In case of any emergency jobs in plant/Township area, The contractor has to arrange sufficient number of Electric/Pneumatic concrete hammers/ breakers for dismantling the Rcc/Pcc/brick work etc.

The payment for the above shall be made in the respective dismantling item.

3.25 For Fixing of new wooden shutters under NS Item no 24, 25, 26, existing old/damaged shutters Where-ever required have to be removed from frames to fix the new shutters. The old/damaged shutters shall be disposed off to civil dumping yard/store, nothing shall be paid extra for above work.

COMMERCIAL TERMS AND CONDITIONS.

4.0 SCOPE OF SUPPLY OF MATERIALS BY NFL.

4.1 Free supply of Cement and Tor Steel

Cement and Tor Steel required to be consumed in the different items of work shall be supplied by NFL free of cost, Tenderers shall have to quote their rates for Cement and Tor Steel consuming items considering Cement and Tor Steel as free supply by NFL.

4.2 The above materials shall be supplied from NFL Main Stores situated in Factory area. The contractor has to transport the material from Main Stores to the site of work in Factory and Township areas including loading and unloading of the same within their quoted rates. The supply of above materials shall be governed by contract clause No. 3.1.0.0 of GDCC.

4.3 NFL may at its own discretion issue / supply the following tools / machinery / facilities to the contractor, free of charges. The issue of these tools / equipments / facility etc is not obligatory on the part of NFL but these may be provided / issued to speed up the work / complete the same in safe conditions, that too subject to the availability of the same. The tools / machinery shall be returned to NFL after completion of the job in working conditions.

- a) Hand roller
- b) Diesel / Electrical de-watering pump / Vacuum Pump with Suction and Delivery pipe.
- c) Concrete breaker with chisels.
- d) Air Compressor with diesel for supplying compressed air for operation of Concrete breaker or supply of compressed air from outlets in various plants.
- e) Crane facility for attending the various maintenance jobs in hazardous conditions / areas.
- f) Safety Ladders / Rope / Rope Ladders / other safety Equipments / staging /Scaffolding Materials, small tools as per site requirements for safe working conditions
- g) Flood lights / Hand lamps / to execute the work in dark areas / during late hours.

Note- above Tools/Machinery/Equipment etc. shall only be provided depending upon availability. In case of unavailability of above Tools/Machinery/Equipment etc., contractor must have to arrange the same at its own risk & cost.

5.0 CRITERIA FOR AWARD & SPLITTING UP OF THE CONTRACT:

A. Award to Overall L-1 Party :

If overall L-1 party is L-1 in one part (e.g. Factory or Township) and L-2 in another part (e.g. Factory or Township), then the overall L-1 party will be called for discussions in the TC meeting. The L-1 party will be persuaded for reduction of rates so that party becomes L-1 in both areas and remain overall L-1 also. If party agrees to reduce the rates and becomes L-1 in both the areas then the entire contract will be awarded to overall L-1 party. In case, party does not agree then splitting of contract shall be explored as per Clause No. 5 (b) as follows:

B. Award on Splitting up of Contract :

NFL reserves it's right to split up the contract between two parties at it's sole discretion. The basis of splitting the contract shall be on Area Basis (Township Area & Factory Area) as detailed in the scope of work. The splitting up of the work between two parties shall be on any one of the following options :

- a) On the basis of Common Lowest rates of L-1 & L-2 parties, if acceptable to both L-1 and L-2 parties. In this case, the works in Factory area shall be awarded to overall L-1 party and the works in Township Areas shall be awarded to overall L-2 party.

- b) If L-I party does not agree to execute the work on common lowest rates of L-1 & L-2 parties, but L-2 Party agrees to execute the work on Common Lowest rates of L-1 & L-2 parties, then the Factory areas shall be awarded to overall L-1 Party on his quoted / agreed rates, and the Township works shall be awarded to L-2 Party on Common Lowest rates of L-1 (Quoted / agreed Rates) and L-2 rates
- c) If none of the parties agrees to execute the work on Common Lowest of L-1 & L-2 parties, then the work shall be awarded on the basis of individual L-1 Party for Factory area and Township area respectively.

6.0 RELEASE OF SECURITY DEPOSIT: The security will be released as follows: -

Security deducted / Bank Guarantee (as per GTC Clause 1.23.0) @ 3 % from RA Bills shall be released after 6 (Six) Months from the actual date of completion of work as per completion certificate issued, or the expiry of the full next following monsoon season (i.e. 15 July to 15 October following the actual date of completion) whichever shall be later.

7.0 TERMS OF PAYMENT:

Payment of Bills shall be released as per Clause No.1.26.0 of GTC.

8.0 ELECTRIC POWER CONNECTION:

- a) **Electricity will be provided free of cost at one point as per requirement of the job.**
- 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.
- c) 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.

NOTE: Contractor may have to execute any item of DSR depending upon NFL Requirement. The payment for extra executed item shall be payable through premium basis. The premiums payable over DSR-2016 Rates for Extra Items / Additional Items executed under DSR-2016 shall be calculated and paid as under:

1. For all Chapters of DSR-2016, the average percentage premium of individual sub-head (Chapter) over DSR-2016 shall be calculated based on the awarded rates of that sub-head.
2. The overall average premium %age of all the sub heads shall also be worked out based on the awarded value of all sub heads.
3. The lower of the premiums so calculated above as per (1) & (2) (Sub Head average / overall average) shall be paid for extra / additional items under all chapters.

The percentage premium of sub head shall also be applicable for basic rates of items.

EXAMPLE: (With Assumed Figures)

Chapter No.	Estimated value on DSR-2012	Amount on Awarded Rates	%age	Payable %
1.	5500.00	6000.00	(+) 9.09 %	(+) 3.78 %
2.	80000.00	70000.00	(-) 12.50 %	(-) 12.50 %
3.	1000.00	1300.00	(+) 30.00 %	(+) 3.78 %
4.	120000.00	137000.00	(+) 14.16 %	(+) 3.78 %
Total:	206500.00	214300.00	(+) 3.78 % (Overall Average)	

9.0 SCOPE OF WORK :

This is a Miscellaneous Civil Works Contract/Registration of Rates for executing miscellaneous maintenance/construction works in Factory and Township Areas for the year 2021-22 as detailed below. All types of petty civil maintenance/construction works during the contractual period of **12(Twelve)** months/extended contractual period shall be carried out under this contract in the entire NFL's estate / any other area as decided by NFL, as under.

9.1 TOWNSHIP AREAS:

All the residential / public buildings, Structures, roads, drains, Sewerage Pump House etc. within and including boundary wall of NFL Township.

9.2 FACTORY AREAS:

All Factory buildings, Structures, sheds, offices, roads, drains within the boundary wall of factory area, Administrative Building, Raw Water Plant, D&C Cell, CISF Township/Offices, Local Ash Carbon Ponds, Dahar Ash Ponds, various link roads from Factory to Township. Areas of adjoining villages for carrying out civil works for various welfare schemes, Or any other area(s) not covered in Township and Factory areas depending upon NFL's requirement.
