

GENERAL TERMS & CONDITIONS OF CONTRACT

1. The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in-charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim / overtime will be paid on this account.
2. Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job, pipe scaffolding material, structural material to contractor, if required free of charge, subject to availability.
3. Suitable Accommodation, if available, can be allotted to the Contractor as per the applicable rules & Regulations of NFL. However no accommodation will be provided for the Employees of the contractor. NFL may allot land for putting temporary Go-down / workshop for making storage, work site by the contractor, free of cost.
4. The contractor shall have to make his own arrangements for all Tools & Tackles Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all times by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.
The contractor shall not engage any employees below 18 and above 60 years of age.
5. Sub-Contracting of the job will not be allowed without prior permission of the Company (NFL).
6. If the Tenderer has relation whether by blood or otherwise with any of the employees of the NFL, the Tenderer must disclose the relations in the Form of Declaration attached, at the time of submission of tender failing which NFL shall reserve the right to reject the Tender or rescind the Contract.
7. **PAYMENT OF TAXES AND DUTIES**
- 7.1 The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but **excluding GST**. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.
- 7.2 The rates quoted for materials are F.O.R. Nangal Site and are inclusive of all taxes. No GST will be paid as extra.
- 7.3 Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to NFL's account. Any subsequent change in the rate of GST shall be to NFL's account during contractual period only.
- 7.4 The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. **except GST**.
 - a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NFL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.
 - b) NFL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.
 - c) 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 & final payment against 1st & final bill 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/assessable 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 the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.
 - d) In the event input tax credit of the GST charged by the 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.
- 7.5 Liability of NFL shall be restricted to the amount of GST only, and any interest / penalty etc. shall be to the contractor's account.

- 7.6 **Nature of Contract and Applicable GST Rates:** Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.

Nature of Contract (Supply of Goods or Services or both)	Service Contract
Present Rate of GST	18 %
100% liability of GST to be deposited with Govt. lies with:-	Service Provider (<input checked="" type="checkbox"/>) Or Service Receiver (<input type="checkbox"/>) under RCM

Note: The above shall be defined in the NIT by the department.

- 7.7 As per GST, the liability towards payment of GST lies with the service provider, so NFL is not responsible for any non-compliance of the GST Law by the tenderer. **However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (NFL) shall comply with the same as the service receiver.**

8 ESCALATION (Applicable for Labor supply Items only) NOT APPLICABLE

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 Punjab or Central Govt. whichever is higher and will be calculated and reimbursed as per following formula:

For item No. NIL of SOQ/covered in Annexure ___x 0.65 x (Applicable Revised Minimum Wage Rate – Applicable Minimum Wage Rate at the time of opening of technical bid)

Applicable Minimum Wage Rate at the time of opening of technical bid

Enhanced payment shall be released only after receipt of proof of payment of enhanced wages / arrears paid to the workers. The contractor shall also deduct PF & ESI as per enhanced wages.

Escalation shall be calculated against the minimum wages as per the notification issued by Central/State Govt. as applicable on the date of opening of technical bid. The applicable minimum wage rates at the time of opening of technical bid shall be considered from the date of the notification and shall form the basis for calculation of escalation

- 9 Tenderer may ensure that tender documents / offer have been signed by appropriate / authorized representative of the company. Withdrawal of offer / non-acceptance of Work Order, placed on the basis of the offers submitted by Tenderer on their letter-head, will not be allowed on the ground that the offer was not signed by authorized person.

10 THE FOLLOWING TENDERS WILL BE LIABLE TO SUMMARILY REJECTION:

- 10.4 Tenders submitted by Tenderer who resort to canvassing.
- 10.5 Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete, in any respect.
- 10.6 Tender containing uncalled for remarks or any alternative additional conditions.
- 10.7 The company reserves the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all or any of the Tender without assigning any reasons.

11 EVALUATION OF BIDS

While evaluating the bids for arriving at L-1 status and award of contract, the amount of GST as applicable as per GST Act as amended from time to time and rules notified by Central Govt. shall be considered.

- 12 If tenderer submit the revised bid before opening of tender box / opening of tender that offer shall be considered if it is clearly subscribed on the envelope as “Revised Offer”, otherwise both the offers of the party shall be rejected. If tenderer submit the revised bid after opening of tender box / opening of tender that offer shall not be considered in any case.

13 SUBMISSION OF MONTHLY BILLS :

The contractor shall submit the running monthly bills within 1st week of the following month to the executing department for verification and recommendations. After the completion of the entire job including clearance of the site to the entire satisfaction of the Engineer-in-charge, final bill shall be submitted for verifications by Engineer-in charge.

In case the contractor fails to submit the bill by the last day of the following month, a penalty of 1% of the billed amount for every month of delay or part thereof subject to minimum of Rs.1000.00 Plus GST as applicable shall be recovered from the bill.

14 **PAYMENT TERMS :**

- a) No advance payment is permissible against this contract.
- b) Payment of Monthly RA Bills shall be released after making necessary recoveries / deductions towards any Tax deducted at source (TDS) as applicable under any law (including GST etc.) Security Deposit (as stipulated vide clause No.17), Penalty plus applicable GST etc.
- c) Payment of monthly running account bills against work completed shall be released through Electronic Fund Transfer (EFT) after making necessary recoveries as per the contract (i.e. statutory levies, taxes, security deposit & other due recoveries) within 30 days of receipt of bill complete in all respects.
- d) Payment of Final bill against work completed shall be released after making necessary recoveries as per the contract (i.e. statutory levies, taxes, security deposit & other due recoveries) within 60 days of receipt of bill complete in all respects.
- e) The total amount of Security Deposit so deducted from the bills shall be released, on the recommendations of the Executive and HR departments, after obtaining “NO OBJECTION CERTIFICATE” and expiry of “Defect Liability Period” / Performance Guarantee Period on demand within 30 days.

f) **TDS under GST:**

Under Section 51 of CGST Act 2017, tax @2% shall be deducted from the payment made or credited to the supplier of taxable Goods & Services or both where total value of such supply under contract exceeds for Rs. 2.50 Lakh.

15 **E -PAYMENT:**

NFL Nangal Unit is having its cash Credit account with State bank of India, Naya Nangal, having Electronic Fund Transfer (EFT) / RTGS Facility in its branch at Naya Nangal and other important branches. The contractors/Suppliers having Bank accounts with EFT / RTGS facility, may submit their bank particulars in Declaration Form-I. (i.e. Bank Account Number, Name of place of branch, Branch Code Number), so that the payment can be released through transfer of funds to their account.

- 16 **Tax Deduction at Source:** Statutory deduction at the prevailing rates on account of **any Tax/ GST** shall be made from the bill of the Tenderer, as per the relevant tax laws of the Central/State Govt. at the time of release of payment to the Tenderer

17 **SECURITY DEPOSIT:**

The Security Deposit together with EMD / Initial Security Deposit (ISD) shall be 10% of the contract / Works order value.

In case of AMC / ARC, ISD shall be 2.5% of the Contract Work Order Value which is required to be deposited within 10 days of the issue of the **Work Order or LOI whichever is earlier**, by the successful tenderer. EMD can also be adjusted against SD. In case party does not deposit ISD within 10 days, the same shall be recovered from party's 1st month's bill alongwith an interest equivalent to SBI – PLR plus 2% for the complete month.

The balance 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 security deposit. Security deposit shall be returned to contractor after obtaining “No objection certification” from executive department after expiry of Defect Liability Period.

Alternatively, the tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin / Cooperative Bank in the form specified by NFL against Security Deposit for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid up to defect liability period plus 03 months claim period. The Bank Guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through supplier.

The Vendors/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL, Banker, i.e. ICICI Bank Ltd., K1, Senior Mall, Sector 18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details:

- a) IFN 760 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 760 COV/ IFN 767 COV.
- d) Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/ IFN 767 COV.

18 PROVISION OF PF NO., ESI CODE NO. AND PAYMENT OF MINIMUM WAGES.

18.1 Provident Fund Number:

- a) Contractor should have his own PF Account Number and shall be responsible to deposit the PF contribution in respect of workmen engaged by him.
- b) Contractor shall indicate PF Account Number allotted to each worker engaged by him in the monthly wage bill and will ensure its accuracy and correctness.
- c) Contractor shall submit Annual Return in respect of all the workmen engaged by them with concerned RPF authorities with copy to HR Deptt.
- d) After submission of the return, the contractor shall arrange PF slips in respect of the Contribution, issued by the RPF Authorities and will distribute to the concerned workers after intimation to the Executing Deptt and HR Deptt.
- e) After closure of the contract or in case of change of the employer (contractor), the outgoing contractor and present contractor shall ensure submission of Form-13A, for transfer of PF contribution from old account to the new account.
- f) Employees Provident Fund Organisation (EPFO) has launched online receipt of Electronic Challan cum Return (ECR). Contractor(s) are required to be registered and create their user ID and password and can upload the Electronic Return and the uploaded return data will be displayed through a digitally signed copy in PDF format. It will be available for printing also. The contractor(s) may choose to make the payment through internet banking of SBI or take a print out of the Challan and pay at any designated branch of State Bank of India (SBI). Copy of the said challan is to be submitted to HR Deptt. for issuance of Certificate of Compliance (COC).

18.2 ESI (Employee State Insurance)

- a) Every Contractor should have his own ESI Account Code Number from the ESI Authorities. It shall be the responsibility of the contractor to deposit the ESI contribution every month @ 4.0% of the monthly wage bill, (Employers Contribution @ 3.25% & Employees Contribution @ 0.75 %), under intimation to HR Deptt.
- b) It shall be responsibility of the Contractor to ensure Registration and issue of ESI cards to the workmen engaged by him, for availing medical facilities by the beneficiaries.
- c) It shall be responsibility of the Contractor to submit ESI Return to the statutory authorities under intimation to HR Deptt.
- d) The contractor shall be solely responsible for any liability for his workers in respect of any accident / injury etc. arising out of and in course of contractor's employment.

18.3 Payment of Minimum Wages:

- a) It shall be the responsibility of the Contractor to make payment of Minimum Wages to the workmen engaged by him on or before 7th of the following month, as fixed /revised and notified by the Appropriate Govt. Central/ Punjab Govt.
- b) In case the rates notified by the Central Govt. for any scheduled employment are less than the rates notified by the State Govt., in that case the Contractor shall be required to make the payment to the workmen at the rates notified by the State Govt.

- 19** The Company will not be responsible for any injury sustained by the workers of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contract and his workers. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the responsibility of the Contractor. Any other expenditure incurred by NFL to face the situation arising out of the negligence of the Contractor will be recovered from his dues payable by NFL under the Contract.

20 WAGES:

Wages shall be paid by the contractor to the workman directly without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way commission or otherwise is deducted or recovered by Jamadars from the wages of workman. The contractor shall make the payment of wages to its employee(s) either by Cheque or crediting the same in his / their Bank A/c. (Refer Notification No. 5.90.31/C.A.4/1936/5.6/2015 dated 3.7.2015 by Pb. Govt.).

21 OBLIGATIONS OF CONTRACTOR

Since the job is labour oriented, strict adherence of various applicable labour laws like the Factories Act,1948, the Industrial Dispute Act,1947, the Minimum Wages Act,1948,the Payment of Bonus Act, 1965, the Payment of Wages Act, 1936, the E.S.I., Act 1948, The Employees/ Workman's Compensation Act,1923, The Employees Provident Fund & Miscellaneous Provision Act, 1952, Employees' Pension Fund Scheme, 1995, The Contract Labour (R&A) Act, 1970, the Punjab Labour Welfare Fund Act, 1965 and all other Statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. authorities shall be the responsibility of the Contractor and he shall have to make good loss, if any suffered by NFL on account of default in this regard by the Contractor.

22 LICENCE:

Every Contractor who employs 20 or more workers has to obtain a License under the Contract Labour (R&A) Act 1970 from Jurisdictional Appropriate Licensing Authorities, Office of Assistant Labour Commissioner (Central) / Regional Labour Commissioner (Central), Chandigarh. In the case of NFL, Assistant Labour Commissioner (Central) is the appropriate Licensing Authority.

23 LEAVE:

As per the provisions of Factories Act / Shops & Establishments Act as applicable.

24 PROVIDENT FUND:

The Contract Labour employed by the various Contractors in connection with the work of the Company are eligible for membership of Employees Provident Fund/ Employees' Pension Scheme. Contract Labour shall be eligible and required to become a member of the Provident Fund / EPS from the date of joining. The Contractor's worker shall subscribe to the fund a sum equivalent to 12 % of the wages including Dearness Allowance rounded to the next to a Rupee. The Contractor shall also contribute a sum equal to the total of each such compulsory subscription every month plus allied charges like DLIS & administrative charges etc.

The Contractor must submit a statement in duplicate to P&A Deptt. showing the details of worker's wages paid for the month/deductions made from the wages on account of PF and EPS separately and deposit such deductions along-with equal subscription by the contractor by 10th of the subsequent month along-with the proportionate administration/ inspection charges as per PF rules and shall submit Proof of the same in the prescribed formats.

25 LABOUR WELFARE FUND:

The contractor shall be solely responsible for depositing the welfare fund contribution (employees as well employer's share) at the prescribed rates under the Punjab Labour Welfare Fund Act 1965 in respect of employees engaged by him. The contractor shall recover the employee's share of contribution from the concerned employees and NFL shall not bear any liability whatsoever on this account. The contractor shall ensure that the contribution on account of Welfare Fund contribution is deposited before 31st. December every year by way of Crossed Cheque/Demand Draft in favour of the same. Any interest/penalty on account of delayed/non-payment shall be borne by him. Further, the compliance of all the necessary formalities required to be completed under the Act from time to time shall be responsibility of the contractor.

26 QUANTUM OF JOB:

- a) Estimated value of work has been given on the basis of jobs executed during previous years. NFL will not stand any guarantee for minimum billing, minimum quantum of work during the year.
- b) If the Contractor is unable to execute the work, any loss incurred by the company in this respect, will be to the Contractor's account. The company may also terminate the contract after giving three-day's notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% to the Contractor.

- c) In case Contractor fails to do extra and/or substituted work, NFL will have the option to get the work done through another agency at the Contractors' risk and cost.

27 **PROCEDURE FOR MEASUREMENT / BILLING OF WORKS IN PROGRESS:**

27.1 Measurement and Billing

The contractor will submit a bill in approved Performa in Triplicate to the Engineer-in-charge of the work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1st week of the succeeding month. In case the contractor fails to submit the bill by the last day of the following month, a penalty of 1% of the billed amount or for every month of delay or part thereof subject to minimum of Rs 1000/-, plus GST as applicable shall be recovered from the bill.

27.2 Running Account Payment

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done.

27.3 Completion Certificate / Final Bill

The Engineer-in-charge shall normally issue to the contractor the completion certificate within one month after receiving an application thereof from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of contract documents. The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared on the basis of the final measurements entered in the measurement books / sheets. The final bill shall be prepared in the prescribed Performa with reference to total work covered by the contract such bill to be drawn up applying the applicable rates specified in the schedule of rates to the relative measured quantities. The final bill shall also include all additional claims of the contractor and considered conclusive. The final bill, complete in all respects, shall be submitted by the Contractor within one month of the completion of work. No further claim shall be allowed by NFL after this period. Contractor shall also furnish "NO CLAIM CERTIFICATE" in the prescribed performa along with Final Bill.

27.4 Final Certificate

Within fifteen days of the contractor's application made after the expiry of the period of defect liability provided for in clause no. 13 here of and satisfaction of all liabilities of the contractor in respect there of the Engineer -in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities notwithstanding issue of the completion certificate or payment of the final bill by NFL.

28 **ARBITRATION CLAUSE:**

The contract shall be governed by and construed in accordance with the laws of India.

"Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof or the respective rights or liabilities of the parties, whether during or after completion of the works or whether before or after termination, shall after written notice by either party to the contract be referred to the Designated Unit Head/~~E.D/Functional Director/Chairman & Managing Director~~, National Fertilizers Ltd, Nangal Unit for appointment of Arbitrator.

The Arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996. The Arbitration & Conciliation (Amendment Act-2015) or any further statutory modification or re-enactment thereof and the rules made there under if the Arbitrator to whom the matter is referred, vacates his/her office by any reason whatsoever then the next Arbitrator so appointed by the Authorities referred above may start the proceedings from where predecessor left or at any such stage he may deem fit."

"It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising out of contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI PLR/Base rate as applicable to NFL on date of award of contract".

Arbitration for Foreign Vendors /Parties:

Arbitration provisions in accordance with the rules of International Chamber of Commerce (ICC) will be applicable which may be as under:-

“All disputes arising out of or in connection with present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, India by one or more arbitrators appointed in accordance with the said Rules.”

Arbitration for PSEs and Government Department:

In case of contract will other PSEs/Government Department as described in NFL/LAW/64 dated 17.03.2015 the arbitration shall be through PLMA/DPE. For ready reference. The Arbitration Clause in that case shall be as follow:-

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary., whose decision shall bind the Parties finally and conclusively? The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

29 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:

The contractor shall on instruction of the Engineer-in-charge immediately remove from the work any person employed there on who may misbehave or cause any nuisance or otherwise, in the opinion of the Engineer-in-charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer-in-charge.

30 ACTS AND RULES:

The contractor shall abide by following acts and rules framed there under as amended from time to time, in addition to provisions of the **GENERAL TERMS & CONDITIONS** of NFL Nangal Unit:

- i) Contract Labour (Regulation & Abolition) act 1970.
- ii) Minimum Wages Act 1948.
- iii) Employees Provident Fund & Misc, Provisions act 1952.
- iv) Factories Act 1948.
- v) Employees Compensation Act 1923.
- vi) Industrial Disputes Act, 1947.
- vii) Payment of Wages Act, 1936.
- viii) Employees State Insurance Act, 1948.
- ix) Payment of Bonus Act, 1965.
- x) Punjab Labour Welfare Act, 1965
- xi) Equal Remuneration Act, 1976.
- xii) Child Labour (Prohibition & Regulation.) Act, 1986
- xiii) Any other Act & Rules framed thereunder by the State/Central Govt. from time to time.
- xiv) The contractor shall be required to possess a valid license for engaging labour from state labour department.

31 LABOUR LICENSE:

Labour License, where applicable, issued by Appropriate Authorities with its validity, to be submitted before commencement of work.

32 SUPERVISION & CONTROL OF CONTRACT LABOUR

The overall supervision and control of contract labour so engaged, deployed or supplied for execution of the contract shall remain & vest with tenderer.

33 FORCE MAJEURE:

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if

such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Revolutions, Civil Commotion, Strike, Epidemics, Accidents, Fires Flood, Earthquake, regulation or ordinance or requirement of any Government or any subdivision thereof, or authority or representative of any such Govt. and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

34 LOSS TO PLANT DURING EXECUTION:

Any damage or loss caused to plant Equipment etc. during execution of this contract will be made good by the contractor at his own cost and risk.

- a) NFL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall be carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.
- b) If the rate for the additional altered or substituted work are specified in the contract for the work. The Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specifications in the rate contract for that work.
- c) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The contractor will be required to obtain prior approval of NFL for rates payable to him for such extra items.
- d) In case, the Contractor fails to do the extra and/or substituted work. NFL will have the option to get the work done through another agency at the Contractors' risk and cost.

35 SCRAP ALLOWANCE:

Contractor will plan the work in such a way that the wastage to be minimum Following scrap allowance will be allowed. Beyond the allowance, the wastage will be chargeable to the contractor:

S No	PARTICULARS	SALVAGEABLE	UNACCOUNTABLE
A	STRUCTURE	2.5 %	0.5 %
B	PIPE	3.0 %	0.75 %

36 ISSUE OF MATERIAL FROM NFL:

Any issue of materials from NFL stores not covered in NFL obligation will be issued and charged on NFL issue rate + 25% + All Taxes will be charged extra. The issue of such material will be sole discretion of NFL .This applies to the extra materials upto 10 % wastage. Above 10% excess wastage NFL will charge double the issue rate to the Contractor. This is applicable in case of free issues materials.

37 The Contractor shall be liable to the company for any omission or Commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to the Company.

38 The Contractor shall make his own arrangement for removal of old as well as unused material including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.

39 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of any item not mentioned in scope of work shall be final.

40 PRESERVATION OF FREE ISSUE MATERIAL:

All materials issued to the contractor by the Company shall be preserved against deterioration and storage while under contractor's custody. Any damage/losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate NFL for the losses suffered at panel rates to be determined by the Engineer-in-charges with reference to the rates charged for the purpose of recovered shall be final and binding on the contractor.

41 ISSUE OF GAS CYLINDER:

Contractor has to make his arrangement for Oxygen and Acetylene Gas. However, the Oxygen and Acetylene gas can be issued on chargeable basis in exigencies subject to the availability constituting following components:-

- e) Invoice price of gas.
- f) Rent for each Cylinder per day.
- g) Department charges.
- h) Cost of collection and return of empty Cylinder.

42 MATERIAL TRANSPORTATION:

The contractor shall make his own arrangement for Transportation of the material from stores to site of work and to the place of erection etc. at his own cost for making temporary stores/work sites, NFL may indicate an area at its own discretion for putting up of a temporary hut/shed.

43 PENALTY :

Penalty at the rate of 1% plus applicable GST there on per week or part thereof, subject to maximum of 10% of the contract value plus applicable GST shall be levied in case of delay in execution of the work. For this purpose individual job orders shall be issued to the contractor by different engineers from time to time, specifying time of completion of each job

44 LIQUIDATED DAMAGES :

In case of failure of the contractor to complete the job assigned to him within the completion time specified for the particular job, Engineer-in-Charge may allow reasonable extension for completion period, but penalty due to delay during extended period shall be leviable @ Rs.1,000/- per day plus applicable GST thereon with maximum of Rs. 5,000/- plus applicable GST thereon (irrespective of value of the work particular assigned) for the period of delay due to contractor's fault. In case, the contractors fails to complete the work within the extended period allowed, the Engineer-in-Charge reserves the right to off-load balance job and may get the same executed at contractor's risk and cost, after informing the contractor about the same in writing. In case there is an overall delay in the schedule completion of the contract period an additional penalty plus applicable GST shall be levied as per clause no. 44 above

45 DEFECT LIABILITY PERIOD:

Defect liability period of works unless otherwise specified shall be **One Year** from the actual date of completion of work. 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.

46 TERMINATION OF CONTRACT:

Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of NFL under the Contract or otherwise including right of NFL for compensation for delay the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:

Default or failure by Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Contractor:

- I. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.
- II. Abandons the work
Persistently disregards the instructions of the Company in contravention of any provision of the CONTRACT. **Or**
Persistently fails to adhere to the agreed program of work.
Or
Sublets the work in whole or in part thereof without Company's consent in writing.
- III. Performance is not satisfactory or work is abnormally delayed.
- IV. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the Company within fifteen days after written notice of such default is provided to the Contractor.
- V. Conceals or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.
 - a) Company may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Company.
 - b) Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Company as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Company, up to the date of termination

47 Consequences of Termination: If the contract is terminated by NFL for the reasons detailed under clause no. 46 or for any other reason whatsoever:

- i. NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.
- ii. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- iii. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
- iv. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.
- v. Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties.

48 JURISDICTION:

The contract will be deemed to have been entered into at Nangal and all Causes of action in relation to contract will therefore be deemed to have arisen within the Jurisdiction of the court of Anandpur Sahib Distt. Ropar (Punjab) only.

49 SAFETY/ ENVIRONMENT REGULATION :

The contractor shall observe and abide by all fire and Safety environment regulations of the NFL. Before starting maintenance work, the Contractor shall consult NFL's Safety Officer or the Engineer-in-charge. If the Safety Engineer is not available, he will do familiarize him with such regulations, copies of which will be furnished to him by NFL, when requested. He shall be responsible for and must make good to the satisfaction of the NFL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the NFL's existing property. All the accidents to contractor's staff will be reported to the Safety Officer promptly. This will however not relieve the contractor of any statutory obligation. The contractor shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc. are to be provided to his workmen by the contractor. However special Safety equipment required as per the job requirement will be provided by NFL free of cost.

50 CONTRACTOR TO EXECUTE AGREEMENT:

The contractor's responsibility under this contract will commence from date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and NFL, the letter of acceptance and work order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs. 100.00 with NFL within 10 days (Ten days) of receipt of the Work Order by him. The agreement to be executed will be in Agreement Form of works to be specified by NFL. The cost of the Stamp Papers will be borne by the contractor.

51 SIGNING OF INTEGRITY PACT:

All bidders shall sign the Integrity Pact as per the performa enclosed with the NIT which is an integral part of the tender documents, for all tenders having value of Rs. 1.00 crores and above, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder will not be accepted techno-commercially for opening of price bid and would be rejected. Details regarding the integrity pact can be viewed on our website www.nationalfertilizers.com. Bidder is requested to submit the signed copy of the integrity pact alongwith their bid, with the signatures of witnesses. On receipt of the same with the bid, NFL representative shall sign the same and a copy shall be provided to the bidder.

52 TIME EXTENSION:

If the contractor requires any extension of time for completing the work under the CONTRACT he must apply to the Company within seven days from the date of the occurrence of the event on account of which he desires such extensions and the Company may, if he thinks such request reasonable, grant such extension of time as he may think necessary. Such extension shall not attract LD Charges as mentioned in clause 44 above.

53 MSMED ACT:

The Tenderer is required to furnish the details regarding its status of Micro, Small and Medium Enterprise under the MSMED Act, 2006 under Sr. No. 7 of declaration form-II at the time of submission of their quotation. The benefits of the Public Procurement Policy for MSEs Order, 2012 shall be considered only if self- certified copy of valid registration certificate of MSME as per the MSMED Act, 2006 along with the status of MSEs owned by SC/ST Entrepreneurs, if applicable, is provided. In case no information is given by tenderer, it will be presumed that he is not covered by the Act and consequently not eligible for any benefits under the Act.

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.

54 CONTINUED PERFORMANCE:

The Contractor shall not stop work in case of any dispute pending before arbitrator/ court/ Tribunal in relation to the contract or otherwise unless further progress of work has been rendered impossible due to non- fulfillment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the Company shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

55 The Contractor is required to maintain registers and records and to discharge all other Statutory obligations as per provisions under The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and The Building and Other Construction Workers Welfare Cess Act, 1996 and the rules enacted there under by the appropriate government i.e., Centre/State from time to time.

DEFINITIONS OF TERMS

In the contract documents herein defined where the context so admits, the following words and expression will have the meanings assigned to them respectively:

- 1) Company or NFL shall mean National Fertilizers Limited, incorporated in India, having their Registered Office at Scope Complex, Core-III, 7-Institutional Area, Lodhi Road, New Delhi – 110003 and its Corporate Office at Scope A-11, Sector-24, NOIDA (UP) (hereinafter called the ‘Company’), which expression where the context so admits shall include their legal representatives, successors and assignees or legal representatives.
 - 2) CHIEF GENERAL MANAGER / UNIT HEAD shall mean the officer in administrative charge of the National Fertilizers Ltd., Nangal Unit, Naya Nangal (Punjab).
 - 3) The ACCEPTING AUTHORITY shall mean Chief General Manager / Unit Head.
 - 4) The “TENDER DOCUMENTS” shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule, Tender Form, Performa or Agreement Form, schedule of Rates and Addendum/Addenda to Tender Documents.
 - 5) “CONTRACTOR” shall mean tenderer whose tender has been accepted and shall include his legal representatives, successor and permitted assignees.
 - 6) “CONTRACT” shall mean and include the LOI order/formal agreement/contract tender accepted schedule of rate, Notice Inviting Tender, Technical specifications and General Directions and Conditions of contract, special condition of contract, special specifications, if any and tender for all these documents taken together shall be deemed to form one contract and shall be complimentary to one and other.
 - 7) “WORKS” shall mean the works to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for the performance of the contract.
 - 8) “CONSTRUCTION EQUIPMENT” means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of permanent work.
 - 9) “SITE” shall mean the site of NFL’s Factory Premises, Offices, and Township etc. on which the works are to be carried out and service is to be performed under the contract.
 - 10) “SPECIFICATIONS” shall mean the specification of materials and works issued under the authority of the Engineer or as specified, added or modified by special specification if any.
 - 11) “DRAWINGS” shall mean the P & I drawing, the equipment drawing, Instrument hookup drawing, electrical wiring diagrams, instrument vendor drawing, any other engineering drawing and tracing or print thereof enclosed / annexed to or referenced in the contract and shall include any modifications to drawings and other approved drawings as may be issued by the engineer from time to time.
 - 12) The “CONTRACT DOCUMENTS” shall consist of Agreement, Tender Documents as defined in Clause 4, 5 & 6 above, Acceptance of Tender and further amendments.
 - 13) “COMPLETION CERTIFICATE” shall mean the certificate issued by the Engineer-in-charge when the works have been completed to his satisfaction.
 - 14) The “PERIOD OF LIABILITY” in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
 - 15) “ZERO DATE” shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER whichever is earlier.
- “URGENT WORKS” shall mean any urgent measures, which in the opinion of the Engineer-in-charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.