

नेशनल फर्टिलाइज़र्स लिमिटेड

(भारत सरकार का उपक्रम)

National Fertilizers Limited

(A Govt. of India Undertaking) गोहाना रोड, पानीपत—132 106 (हरियाणा) Gohana Road, Panipat- 132 106 (Haryana) India

An ISO-9001, 14001 & OHSAS-18001 Unit



फैक्स : (91)180—2652515

फोन :

(91)180-2652481,83,85

GSTIN:06AAACN0189N1Z8 COVERING LETTER OF NIT/INSTRUCTIONS TO THE TENDERER AND TENDER

CONDITIONSBids are invited through GEM Portal only. No Bid shall be accepted in any other mode & Physical mode.

Ref. No. NFL/ PT/ HR/ TPT/ TAXIS/2024-25 **Dated: 09-04-2024**

Го			
M/s	 	 	
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Subject: CONTRACT FOR HIRING OF COMMERCIAL CARS OF SWIFT/RITZ/I-10/TIAGO/BALENO OR EQUIVALENT ON MONTHLY RENTAL BASIS; ONE EACH FOR AC/CISF(FIRE), DC/CISF, PLANT EMERGENCY DUTY ON ROUND THE CLOCK BASIS & COMMERCIAL VEHICLES OF DIFFERENT TYPE OF BRANDS ON NEED BASIS FOR LOCAL/ OUTSTATION JOURNEY OF MODEL 2019 OR ABOVE WELL EQUIPPED WITH FACILITIES FOR 2024-25.

Dear Sir.

Open Tenders are invited for the work as detailed below:-

1)	Name of Work:	As Mentioned Above.
2)	Earnest Money:(Tender received without EMD is liable to be rejected)	Tenderer to submit Earnest Money of Rs. 50000/- (Rupees fifty thousand only) in the form of crossed Demand Draft / Banker's Cheque only, issued by any scheduled bank except rural and cooperative bank in favour of National Fertilizers Ltd, Panipat, payable at Panipat. Cheque shall not be accepted in any case. In case party is seeking exemption of EMD under MSMED Act, he is required to submit the required documents showing eligibility.)
		Tenderer can also submit Earnest money by e-transfer in NFL account through RTGS/NEFT in following below account Name: NATIONAL FERTILIZER LIMITED Account no: 10565845486 Name of Bank: State Bank Of India IFSC Code: SBIN0001620 Branch Address: Main Branch,GT Road,

		Panipat
3)	Cost of Tender Form:	Tenderer to submit separately Rs.750/(Seven hundred fifty only) in the
		form of crossed Demand Draft / Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Panipat payable at Panipat as Tender cost OR
		Tenderer can also submit Tender fee by e-transfer in NFL account through RTGS/NEFT in following account.
		Name: NATIONAL FERTILIZER LIMITED Account no: 10565845486
		Name of Bank: State Bank Of India
		IFSC Code: SBIN0001620
		Branch Address: Main Branch,GT Road, Panipat
4)	Estimated Value of the work :	Rs 3147540.48 (Inclusive GST)
5)	Validity of Tender	120 days from the Date of Opening of tender/Technical Bids for the acceptance.
6)	a) Validity / Period of Contract	One year from the date of award of the Contract
	b) Time of Completion:	One year
7)	Last date and time of Issue of Tenders:	As per GeM Bid Document
8)	Last date and time of Receipt of Tenders:	As per GeM Bid Document
9)	The date and time of Opening of Tenders:	As per GeM Bid Document
10)	Place of receipt and Opening of Tenders:	Office of : CM(HR), NFL Panipat.

- 11) Tender Documents may be downloaded from our website www.national fertilizers.com or CPP portal www.eprocure.gov.in and GEM Portal. In case documents are downloaded directly from the said websites, requisite tender fees and EMD shall be submitted along with tender documents in envelope No 1.Parties are advised to visit NFL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.
- 12) Tender Documents may also be obtained from the office of undersigned before due date of Tender submission on deposit of Demand Draft / Banker's Cheque of 750/- in favour of NFL payable at Panipat towards cost of

- Tender Documents (Rs.50.00 shall be charged extra for getting tender documents through Post).
- 13) All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing to Chief Manager (HR) at least 7 (Seven) days prior to the closing date of the tender.
- 14) The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.
- 15) The rates should be quoted item wise for the complete Scope of Work as per Performa 'Schedule of Rates'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for 120 days from the date of opening of Technical bid for the acceptance.
- 16) In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be acceptable.
- 17) The tenderer shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of Rates.
- 18) National Fertilizers Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender. The tender can be split between two or more tenderer without assigning any reason thereof as per the requirement on case to case basis.
- 19) Incomplete Tenders or Tenders not accompanied with the required Details/ Documents / Tender fee/ EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.
- 20) Submission of Tenders:
- No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
- ii) Tender documents should be submitted along with duly filled in all Annexures.
- iii) The tender will be divided in three parts:
- a) Earnest money
- b) Technical and commercial bid
- c) Price bid

The above three parts should be enclosed and SEALED SEPARATELY IN THREE ENVELOPES as follows and all the three envelopes shall be super scribed with

i) Name of Work

- ii) Tender No., and date.
- iii) Date of Opening of Tender
- iv) Name and complete address of the tenderer and
- v) All the said three envelopes should be submitted in one sealed cover by the tenderer super- scribing above stated (i) to (iv) particulars.

Envelop No. 1:

Will contain Earnest money & tender fee amount specified in NIT in the form of DD/Banker's cheque in favour of NFL Panipat, Payable at Panipat. This envelope should be super scribed "Earnest money" & tenders. If the party is seeking exemption of EMD under MSMED Act, it is required to submit the requisite documents showing eligibility in this envelop.

Envelop No. 2:

Second sealed envelope super scribed "TECHNICAL AND COMMERCIAL BID" containing the following documents:

Signed copies of complete tender documents, including Proforma for schedule of quantities WITHOUT prices as enclosed & documents as asked in Para 22 along with. Tenderer should sign each copy of these documents in token of acceptance of our terms and conditions.

Envelop No. 3:

Third sealed envelope super scribed, "PRICE BID - DO NOT OPEN" (in RED ink). This envelope should only contain the 'Schedule of Quantities & Rates'/ 'Price Bid' with prices given in respective columns against each item, as enclosed herein, duly completed and signed & stamped on each page by the tenderer.

 a) The price bid should be submitted clearly inscribing the name of the tenderer in the prescribed Proforma.

All the above three envelops	should be placed an	nd submitted in a single o	envelope
superscribed as "NIT No. NFL/	PT/ HR/ TPT/ TAXIS	S/2024-25 Dated: 09-04-	2024"
Date of Opening of the tender	/		

21) Opening of Tender:

The Tender shall be opened as under:

Envelope No. 1:

Super scribed 'Earnest money and Tender fee' containing EMD & tender fee shall be opened first on the Scheduled Date & Time of opening of tenders in the presence of the Tenderers or their representative, who wish to be present at the time of Tender Opening.

Envelope No. 2:

Super scribed 'Technical Bid' will then be opened and discussion would be carried out with the respective Tenderers for clarifications, if any.

Envelope No. 3:

Super scribed 'Price Bid' will be opened if technical bid and EMD found in order on the same day or at a later date, which shall be intimated to the Tenderers.

- 22) The following documents have to be submitted with the offer in the envelope No. 2, failing which the tender will be liable for rejection:
 - (i) In case the parties are pre- qualified;
- a) Declaration Forms I, II & III (Annexure-II, III & IV)
- b) An Affidavit as per Annexure-VI on Non-Judicial Stamp paper of appropriate value.
- c) Notarized/Certified copy Power of Attorney/Authorisation in name of person who has signed the tender documents/bid (in case of Partnership Firm/Company or otherwise as the case may be.
- (ii) In case parties are not prequalified, their offer will be considered as per eligibility criteria mentioned in the NIT/Tender. Tenderer shall submit along with the tenders full particulars of their capacity, experience giving the list of similar jobs carried out by them during the last seven years, the complete address or organization for which such works have been executed and also substantiate their claims furnishing the copy of their credentials as per NIT. In the absence of these documents tender will not be considered
- 23) NFL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids.
- 24) Evaluation of offer shall be on overall L-1 basis.
- 25) All pages shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
- 26) No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.
- 27) The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister / group / Associates Company. In such cases only one of them will be eligible for participating in the tender.
- 28) While submitting the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer

- submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 29) One person will be allowed to represent only one company during discussion/negotiation with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 30) NFL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 31) In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happen to be a holiday/closed day, the tender will be received /opened on the next working day.
- 32) More than one quotation in a single sealed envelope will not be considered. Not more than one tender shall be submitted by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder .No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
- 33) The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.
- 34) NFL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.
- 35) NFL shall not be responsible for delay, loss or non-receipt of tender document sent by post.
- 36) The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL and have a good character.
- 37) In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the party. NFL shall not be responsible on this account whatsoever.
- 38) The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from NFL. If at any time such a discrepancy is detected, the contract shall stand terminated without any notice and the security deposit shall be forfeited.
- 39) The offers received after scheduled date and time of submitting the offer would be out rightly rejected.
- 40) If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, NFL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of

- their tender, NFL shall deem such tender as cancelled, unless the firm retains its character.
- 41) NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 42) If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
- 43) Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 44) Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
- 45) "Bidder shall not be affiliated with a firm or entity:
 - (a) That has provided consulting services related to the work to the NFL during the preparatory stages of the work or of the project of which the works/services forms a part of.

OR

- (b) That has been hired (proposed to be hired) by the NFL as an Engineer/Consultant for the contract."
- 46) Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XII.
- 47) The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such "Power of Attorney" should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender."
- 48) In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to NFL by the bidder. It shall be

the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

- 49) NFL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by NFL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NFL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NFL thereunder."
- 50) This letter/instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
- 51) The Tender shall be addressed to DGM/Chief Manager(HR), National Fertilizers Limited, Gohana Road, Panipat.

Thanking you,

Yours Sincerely, For & on behalf of National Fertilizers Limited

(Vipul Agrawal) CM (HR)

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

CONTRACT FOR HIRING OF COMMERCIAL CARS OF SWIFT/RITZ/I-10/TIAGO/BALENO OR ON MONTHLY RENTAL BASIS: ONE EACH FOR AC/CISF(FIRE), DC/CISF, PLANT EMERGENCY DUTY ON ROUND THE CLOCK BASIS & COMMERCIAL VEHICLES OF DIFFERENT TYPE OF BRANDS ON NEED BASIS FOR LOCAL/OUTSTATION JOURNEY OF MODEL 2019 OR ABOVE WELL **EQUIPPED WITH FACILITIES FOR 2024-25.**

- EMD & Tender fees: Tenderer shall submit EMD of Rs. 50000/- & Rs. 750/- as tender fees in the manner as specified in clause NO. 1.8.0 of GTC. Tenders may claim the exemption of EMD and Tender Fee on submission of valid MSE's registration for the tendered services from Udyam portal only.
- 2. Validity of Contract: The contract shall remain valid for a period of 12 months which can be extended on the same rates, terms and conditions for period of 3 months at the sole discretion of NFL and clause 1.18.0 of GTC also applicable.
- 3. The tentative requirement of hiring of vehicles is as under:
- (i) Three No. Commercial Cars of Swift/Ritz/Baleno/i-10/Tiago or equivalent or higher on monthly rental basis one each for AC/CISF(Fire), DC/CISF & Plant/Admn Emergency Car for performing Plant/Admn emergency duty. All the vehicles will be required for 24 hours duty.
- (ii) The Car(s)/Taxi(s) may also be hired on day to day basis/monthly basis as and when required.
- 4. The vehicle provided by the contractor for outstation duty there shall be sufficient boot space for luggage.
- 5. The distance from Taxi Stand to NFL Factory/Township for to & from journey shall be paid for 8 KM in addition to journey performed on duty of NFL in case of hiring on need basis.
- 6. Vehicle sent out of Distt. Panipat/Karnal/Sonipat shall be treated as outstation duty and payment shall be made accordingly. If the vehicle is sent out of Panipat/Karnal/Sonipat Distt, the minimum Kms per day for outstation journey shall be 230 Kms per day or actual, whichever is more. However, vehicle sent to Panipat/ Karnal/Sonipat Distt. shall be treated as local hiring.
- 7. In case the vehicle hired on need basis for local duty is sent out of station in emergency, the charges shall be paid proportionately for local duty period/journey and for outstation duty at the agreed rate of per KM basis.
- 8. The vehicle/s provided by the contractor must be in excellent condition. The contractor shall ensure proper cleaning, upkeep of interiors and seat covers of the vehicle.
- 9. Notice period for regular requirement of vehicle will be one day in advance and the telephonic intimation shall be considered as notice. However, for emergency requirement, contractor shall supply the vehicle within one hour after the notice.
- 10. The Contractor will be entirely responsible for keeping the vehicle in road worthy condition. The maintenance cost including Mobile Oil, road tax, permit fee, passenger tax. border tax, state tax, Challans, insurance, salary of the driver, the overtime of the driver, etc. are the responsibility of the contractor, for which no payment shall be made by NFL.

- 11. The relevant papers such as Registration Book, Route Permit, Insurance, Driving License, road tax, permit fee, passenger tax, border tax, Pollution Control Certificate, etc. must be available in the vehicle at the time of journey.
- 12. All Parking/ Toll Taxes, if any for vehicle supplied to NFL will be reimbursed to the contractor on production of receipt along with bill.
- 13. The vehicles will be used as per weather requirement.
- 14. NFL will reimburse Rs. 100 per day as food charges to the contractor in case vehicle is hired for outstation journey and return back after 7 hours to Panipat.
- 15. In case of non-availability of requisitioned car/vehicle, it will be responsibility of the contractor to provide equivalent or upgraded model, 2019 Model or above at the same rate, with the prior consent of NFL.
- 16. The Contractor shall supply taxies/vehicles as per NFL requirement. However, fuel charges shall be reimbursed for local duty as well as for outstation duties irrespective of any type of vehicles. To reimburse the cost of fuel (diesel cost) in case of local/outstation duties, the calculations will be made as per following average KM per litre of the vehicles:

Taxies/Vehicles

Description of duty	Swift/Ritz/Tiago/Baleno /i-10 or equivalent (hatchback)	Swift D'zire/ Honda Amaze/Aura or equivalent (Sedan)	Innova/Scorpio/Maruti Ertiga/XUV 500/Bolero or equivalent (SUV)
Local duties	15 KM	15 KM	10 KM
Out station duties	17 KM	17 KM	12 KM

Basic Fuel Cost for the purpose of this contract shall be the rate prevailing in Panipat City as on the 1st of that particular month.

Payment Terms will be as per General Terms & Conditions:

Payment of Fuel Cost for Local journey

a) The fuel cost will be paid as per the fuel rate prevailing in Panipat City as on the 1st day of the month.

The formula for calculation of fuel rates will be as under:-

Actual Kms. Run X Fuel Rate as on 1st day of the month in Panipat city ÷ KMPL (average KM per litre) of vehicle.

During the validity of the contract period including the extended period, if any, the basic rates in respect of all the vehicles will remain firm except increase/decrease in the cost of fuel.

Payment of Fuel Cost for Outstation Journeys

The fuel cost will be reimbursed as per the fuel (Diesel) rate prevailing in Panipat City as on 1st Feb 2024 i.e. Rs. 89.33 per litre diesel.

The increase/decrease in the cost of fuel will be regulated and paid/deducted as per following formula:-

Actual Kms run X Difference in cost of fuel (Price of fuel on the 1st date of the month of Journey - (minus) cost of fuel as on 01-02-2024) Divided by KMPL (average KM per litre) of vehicle.

In case, there is increase in cost of fuel, the figure arrived at as per above formula will be added in the bill and in case of decrease the same will be reduced.

GST: GST shall be paid extra as per conditions given in clause in NIT/GTC

In case commercial cars hired on monthly rental basis for AC/CISF, DC/CISF & Emergency Plant/Admn duties and sent out the same for out of station duties, in that case only fuel, parking, toll charges shall be reimbursed.

17 PENALTY:

- 17.1 The Contractor/Agency will not refuse to provide the vehicle against our requirement, failing which penalty of Rs.1000/- shall be deducted on each refusal from their running bills, besides any other action which may lead to termination of the contract.
- 17.2 In case of break down / servicing / repair of vehicle, the Contractor shall provide alternate vehicle immediately but not later than maximum period of one hour. Hire charges for the breakdown period and mileage from Taxi Stand to reporting place of duty and back in respect of replaced Taxi shall not be paid. In case, the Contractor fails to replace the taxi within the stipulated period or his services are not found satisfactory at any occasion during the period of contract, NFL shall be at liberty to make alternative arrangements. Any excess expenditure, if incurred on this account plus 25% departmental charges shall be deducted from Contractor's bills/security deposit. Alternatively, security deposit shall be adjusted on such account and decision of Chief Manager (HR) shall be final and binding on the Contractor.
- 17.3 In case the vehicle goes out of order during journey, the payment for the said journey will be made as decided by Chief Manager (HR)/ Head of HR Deptt., whose decision shall be final and binding. Penalty for making alternate arrangement will also be imposed @ Rs.500/for each breakdown.
- 17.4 The driver on duty will not leave the place of duty without prior permission of Officer-in-charge/user(s). Even at the time of break-down of vehicle on duty, the driver shall inform Officer-in-charge/ user of vehicle before leaving the duty place. If the driver leaves the place of duty without prior permission of Officer-in-charge/user(s), penalty @ Rs.500/- will be charged.
- 17.5 If the contractor fails to provide vehicle of 2019 or above model during his contractual period, 10% of the bill amount against that particular vehicle will be deducted, as penalty, for providing other than requisite model.

18. PAYMENT TERMS:

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 5% security deposit/deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made with in a period applicable as per MSMED Act or payment terms as per NIT/WO whichever is earlier.

- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches), Place of branch, Branch Code(IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.
- c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.
- d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.
- (e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.
- (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 Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.
- 5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stands indemnified against any such claim/demand made in future.

(h) MSME vender payment through TReDs:

GOI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

MSME Bidders are requested to kindly register on the on the TReDS platform and avail the TReDS facility, if they want to

The detail of RXIL contact person is as below:

Contact Name: Mr. Prajay Shukla Contact No : 8090051171

E-mail id : <u>prajay.shukla@rxil.in</u>

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinanced invoices of MSME bidders seeking payment from NFL directly shall be processed as per the standard payment terms agreed in PO/contact.

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

- 19. If the booked vehicle is returned after reporting at specified site, lump sum cancellation charges of Rs.150/- will be paid to the contractor.
- 20. If the vehicle provided by the contractor is found not to be in good condition or without proper documents, the vehicle is liable to be rejected and returned. No payment shall be made on account of car/vehicle so rejected.
- 21. If the contractor fails to fulfill his obligations under the contract, NFL shall have the right to get the work done by the agency other than the contractor at the risk and cost of the contractor.
- 22. NFL reserves the right to get the meter of the of vehicle calibrated or checked at any time at its sole discretion and in the event of any error /fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be accordingly adjusted. In case, it is found that the contractor has installed some instrument in the taxi to inflate the meter reading, action may be taken for termination of the contract besides delisting/blacklisting of the contractor and consequently the payment against unpaid bills/security deposit etc. will stand forfeited.
- 23. The driver of the vehicles will maintain Log Books which will be supplied by NFL in respect of each vehicle. It shall be the responsibility of the driver to get every column of Log Book filled and signed from the user of vehicle. Over-writing/cutting done in the Log Book must be attested by the user. No payment shall be made for incomplete or unsigned Log Books.
- 24. Night Stay charges shall be payable, if vehicle returns to Panipat after **12.00 midnight**. In case of outstation journey, if vehicle returns up to **06.00AM next** day the charges for minimum 230 KM for next day shall not be applicable.
- 25. The Contractor shall not put any condition while filling-up the tender documents. Still if any condition is put up, the tender would be liable to be rejected.
- 26. If the work order is awarded to the party then the party has to give complete address of his office & residence with phone Nos. and email ID. The contractor will also ensure that the driver of the vehicle is equipped with mobile phone with proper connectivity. However, NFL will not bear expenditure on this account.
- 27. The driver on duty will have to report to the proper person as may be advised by the concerned Officer/ In-charge of HR Deptt. at any time during odd hours.
- 28. The contractor shall ensure compliance of all statutory requirements relevant to Labour Laws for hiring of drivers for taxis under the said contract. The Contractor will depute

- sufficient numbers of driver on the vehicle hired for 24 hours duty. The drivers to be deployed should meet the following requirements:-
- A) He should have a valid and effective Driving Licence to drive commercial taxies, as the case may be and have adequate working experience of driving and well conversant with traffic rules
- B) He Should have proven track record of driving without any challan on account of violation of any traffic rules/provisions of Motor Vehicle Act.
- C) If the driver has been challaned more than twice for traffic offences, he should have proper authority from the Transport department of the concerned state Govt. to drive the vehicle.
- D) He should not be drug/alcohol addict and must be free from use of any type of intoxicants.
- E) He should have good moral character and must be well behaved and neatly dressed.
- F) Should have sufficient experience of Driving Vehicle of requisite type and have knowledge of different routes.
- G) During duty hours, if the driver is found to be indulged in any unlawful activity, NFL shall be at liberty to take necessary action against the Driver / Contractor.
- H) Driver(s) should have good vision and should not be night/coloured blind. The Driver(s) will be required to undergo yearly medical check-up including eye-check for good eyesight and Eye Testing Certificate will be submitted by the contractor. No expenditure on this account shall be borne by NFL.
- 29. The personnel engaged by the contractor are subject to security check by the CISF staff at any time in within NFL factory premises.
- 30. The Contractor shall be responsible for compliance with all the obligations and restrictions imposed under the Motor Vehicle Act, 1989 and rules made thereunder as amended upto date and applicable during the period of contract.
- 31. The contractor shall be fully responsible for theft, burglary, fire or any mischievous deed done by his staff.
- 32. All the car/vehicle should be covered under Comprehensive Insurance. In circumstances, the hired car/vehicle is involved in an accident, resulting in loss or damage to property or life with respect to vehicle, driver, passenger or any third party, as per liability under relevant Sections of the Motor Vehicle Act, 1989 and IPC, NFL shall have no responsibility whatsoever and will not entertain any claim in this regard under the said provision of law. The sole responsibility of any legal or financial implication, would vest the contractor.
- 33. The contractor shall assign the job of driving of hired vehicle only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as the material, while running the vehicle by ensuring safe driving. NFL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant section under IPC and any loss caused to NFL will have to be compensated by the contractor.

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- 34. The Contractor is also required to make driving arrangements as and when required by NFL for local as well as outstation journey, for which they may quote their **rates in SOR** Extra charges for working overtime beyond specified hours shall be paid by dividing daily rate by 8.
- 35. **Defect Liability period:** As per the nature of contract /work, there is no guarantee/defect liability period for the work in terms of Clause No. 1.24.0 of the GTC. However, The Security deposit of the contract will be released after three months from the date of satisfactory completion of contract and clearance from P&A deptt.
- 36. If the monthly EPF wages of a contractual worker exceed Rs 15,000, the employer's contribution shall be limited to Rs 15,000 or the wage rate as notified by the Government from time to time.
- 37. If the monthly ESI and Bonus amount of a contractual worker exceed Rs 21,000, the employer's contribution shall be limited to Rs 21,000 or the wage rate as notified by the Government from time to time.

38. **SECURITY DEPOSIT:**

The contractor shall deposit SD towards faithful performance of the contract. The Security Deposit together with EMD/Initial Security Deposit shall be 5% of the contract / Works order value excluding 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 @ 2.5% from each running bill and the final bill so as to make the total security deposit at 5% of The Contract/Work Order Value excluding GST. In case work is split between two or more parties, SD shall be submitted based on the value of split order.

No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and obtaining "No objection certification" from executive department after expiry of Defect Liability Period.

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of 27 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.

39. Clause in case the job/contract is Non split able/dividable:

- The job/contract is Non split able/ dividable. MSE quoting nearest price within price band of L1+15% may be allowed full/complete job/contract of total tendered value subject to bringing down their price to L1 in a situation where L1 party is from someone other than MSE, considering spirit of Public Procurement Policy for MSEs,Order-2012 for enhancing the Govt. procurement from MSE. Being the spirit of the said Govt. Policy, the L1 Non-MSE party shall accept the same and no representations on their part whatsoever should be entertained by NFL.
- 40. The Contractor will submit an undertaking with the bill that he has complied with the provisions of all statutory enactments relating to labour license, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, PF Act, ESI Act, etc. and also Income Tax and GST.
- 41. The contract shall be further subject to General Terms & Conditions (GTC) and all the relevant provisions of GTC shall also be applicable.
- 42. i) The rates quoted by the contractor will be firm during the currency of the contract and shall not be subjected to escalation irrespective of any increase what so ever except any increase in minimum wages as notified by Govt. of Haryana/Central Govt. The escalation in wages if any will be reimbursed as per the following formula.

Amount to be reimbursed on

Total monthly bill amount of part A x 0.7 x Increased min monthly wages - min monthly wages a the time of uploading the NIT

Minimum monthly wages at the time of uploading the NIT

- ii) The above shall be linked with the manpower deployed as per the wage sheet of that particular month.
- iii) The enhanced payment shall be released only after receipt of proof of payment of enhanced wages/arrears to the workers. The contactor shall deposit PF/ESI as per wage sheet of that particular month.
- 43. The Tender shall be addressed to CM(HR) National Fertilizers Limited, Gohana Road, Panipat, Haryana-132106
- 44. Successful party should be required to submit the agreement required as per tender document on the Non-Judicial Stamp Paper of the appropriate value which will be applicable at the time of its execution in the State of Haryana.
- 45. TDS @ 2% shall be deducted as per provisions under GST Act in case taxable value of services/goods or both is more than Rs.2.50 lakh.

(SIGNATURE OF TENDERER)
With full address and official seal
Dated
Dated

<u>DECLARARTION FORM-I</u> (To be submitted in Envelope No. II)

Ref.No. NFL/PT/HR/TPT/TAXIS/2024 To, Issuing Authority National Fertilizers Ltd. Panipat Unit	-25 NIT Dated:
EQUIVALENT ON MONTHLY RENTAL BASEMERGENCY DUTY ON ROUND THE CLOCK BA	ERCIAL CARS OF SWIFT/RITZ/I-10/TIAGO/BALENO OR IS; ONE EACH FOR AC/CISF(FIRE),DC/CISF,PLANT SIS & COMMERCIAL VEHICLES OF DIFFERENT TYPE OF TATION JOURNEY OF MODEL 2019 OR ABOVE WELL
job of "CONTRACT FOR HIRING OF COMMER EQUIVALENT ON MONTHLY RENTAL BASIS; EMERGENCY DUTY ON ROUND THE CLOCK BASIS FOR LOCAL/OUT EQUIPPED WITH FACILITIES FOR 2024-25." Schedule of Rates and in accordant instructions in writing of the Engineerand hereby bind myself/ourselves to work. I/We further agree to abide by the	have read the conditions of bide by such conditions. I/We offer to do the RCIAL CARS OF SWIFT/RITZ/I-10/TIAGO/BALENO OR ONE EACH FOR AC/CISF(FIRE), DC/CISF, PLANT ASIS & COMMERCIAL VEHICLES OF DIFFERENT TYPE ISTATION JOURNEY OF MODEL 2019 OR ABOVE WELL work at the rates quoted in the attached ce with the specifications, standards and in-charge of M/s. National Fertilizers Limited complete the work schedule and progress of the conditions of contract and to carry out all ccordance with specifications of materials red to in the Notice Inviting Tenders.
I / We agree to accept payment by E Bank A/c No. are as under: Bank A/c No. Type Account (Current A/c or Saving A/c Name of the Bank Address of the Bank & Branch Branch C IFSC Code	
myself/ourselves to execute the control tender documents, failing which, I/V	by National Fertilizers Limited, I/We bind ract as per the conditions mentioned in the Ve shall have no objection or claim to the ited with National Fertilizers Limited, Panipat
Thanking you	Yours faithfully
	For M/s (Signature of Contractor/Tenderer with SEAL) Address:

DECLARATION FORM-II

(To be kept in Envelope No. II)

The following declaration to be signed by Tenderer / Contractor and to be submitted along with required documents which would be duly self- certified:

Sr.No.	DESCRIPTION			
001	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of NFL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. NFL shall reserve	YES / N following detail	NO(If Yes, s)	give the
1	the right to reject the Tender or rescind the Contract, if such information is found incorrect.	Design. Of the Employee	Posting	the Employee
	DE Designation No. of the firm / company to be			
2	P.F. Registration No. of the firm / company to be indicated along with Documentary proof thereof.			
3	PAN No.(Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentary Proof thereof.			
4	GST Registration No. of the firm / company issued by GST authorities along with Documentary Proof thereof.			
5	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.			
	MSME Registration		Yes / No	
6	If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a	e registration certificate to be		
	photocopy (Self certified) of the registration certificate of relevant services, in		submitted)	
	support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.		tion the categ cro/Small/Med	
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8	Name of the Firm			
9	Address of the Firm			
10	Contact Details: a) Name of the Person: b) Mobile number / Landline Number c) Email	Contact Details a) b) c)	i	
11	Power of Attorney/authorization for submission of tender document, as applicable Submitted		Yes / No	
12	Tender cost amount, DD Number and Date			
13	EMD amount, DD Number and Date			

Note: Please attach separate sheets for the details, wherever necessary.

Signature of the Contractor/ Tenderer with SEAL

Place: _			
Dated:			

DECLARATION FORM-III (To be kept in Envelope No. II)

To, Issuing Authority National Fertilizers Ltd. Panipat Unit

Tender No. NFL/ PT/ HR/ TPT/ TAXIS/2024-25 NIT Dated:

Subject: CONTRACT FOR HIRING OF COMMERCIAL CARS OF SWIFT/RITZ/I-10/TIAGO/BALENO OR EQUIVALENT ON MONTHLY RENTAL BASIS; ONE EACH FOR AC/CISF(FIRE), DC/CISF, PLANT EMERGENCY DUTY ON ROUND THE CLOCK BASIS & COMMERCIAL VEHICLES OF DIFFERENT TYPE OF BRANDS ON NEED BASIS FOR LOCAL/OUTSTATION JOURNEY OF MODEL 2019 OR ABOVE WELL EQUIPPED WITH FACILITIES FOR 2024-25.

Dear Sir,

1 UNDERTAKING

- a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional.
- b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us.
- c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled.
- d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.

2 ACCEPTANCE OF TENDER CONDITIONS

I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the same.

3	FOR DOWNLOA	DING THE TENDER DOCUME	NT FROM WEBSITE

With reference to your NIT No.______dated_____ and the tender documents displayed on your web site, we hereby submit our tender for the subject work. Since we have not purchased the tender document from your office and the tender documents have been down-loaded by us from NFL website, we are hereby enclosing a demand draft

No.______dated_____of____(Bank

) amounting to

Rs. (Rupees only), in favour of National Fertilizers Limited, payable at ----- towards the cost of tender documents.

4 Labour License(If applicable)

The contractor shall obtain Labour Licence, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971 and submit a copy of the same to NFL, ------- before start of execution of contract work. Accordingly we hereby give undertaking that: "As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain

	Labour	License	for	the	aforesaid	job
	of				fron	
		•			ent, as applicable fro	
			the same to	NFL,Panipat I	pefore start of exec	ution of
	contract worl					
5					ed along with the te	
			, ,		rrectness of the info	
					ed that I/We will i	not get
		elves registered under			d by me/us is found	d to bo
6					valuation of tenders	
					des banning of busi	
	per rules of N		arriest work	by Deposit besi	des barring or busin	1033 43
7			the certifica	ates submitted	by us are found	to be
					the contract, it will	
	termination	of the contract, a	along with	forfeiture of E	MD/SD and Perform	rmance
	guarantee b	esides any other	action provi	ided in the co	ntract including bar	ning of
	business as	per rules of NFL.				
Tha	anking you					
					V	. ! 41- 4 11
				Fan 0 and bala	Yours fa	,
				For & on ben	alf of Tenderer/Cor	ntractor
				Signature of	the Contractor/	
				Tenderer wit	h SEAL	
Plac						
Date	ed:					

REGISTRATION OF GST NUMBER

Requirement of GST Number:

The bidders are required to obtain the valid GST No., if applicable, as per laid down provisions under GST Act and submit a copy there of as a documentary evidence. Further in case the registration is not applicable under GST Act the same may be confirmed and following undertaking may be given by bidder

UNDERTAKING

Whether Registration certificate obtained: Yes/No (tick whichever is applicable)

- a) In case Yes, copy of valid certificate enclosed.
- b) In case No, It is confirmed that registration under GST Act is not applicable.
- c) In case registration under GST Act becomes applicable during the currency of contract, same shall be obtained and copy of valid GST No. shall be submitted to the NFL.

(Signature & stamp of bidder)

(To be kept in Envelope No. II)

(An Affidavit in original on Non-judicial Stamp Paper of appropriate value attested by Notary)

			AFFII	DAVIT				
Wit No.		refere	nce		to	_ NIT [Ot	NIT
of	National	Fertilizers	Ltd.,	Panipat	for	the	work	of
Ī,			S/o Sh	reby solem	nly affi	irm and	 1 declare	R/o
Pro		artner / Autho	rized sig	natory of				
,	listed, debar	firm/sister cor red, de-listed Department / l st 3 years.	or put o	n holiday b	y any l	Institutio	nal Ager	ncy /
		n / Sister Conc / submitting the			onging t	o the sa	ame group	o are
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ELIGIBILITY CRITERIA

The bidders, in order to become eligible to participate in the bid, need to meet the following eligibility criteria and submit the self-certified documentary evidences in support thereof; failing which price bid shall not be opened.

Techno-Commercial Criteria

Sr. No	Eligibility Criteria	Supporting Documents Required
1	a) The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship /Partnership Firm or Limited /Private Company, Year of Establishment Place of Business, etc. and	In case of sole proprietorship, the bidder shall submit affidavit on Non-Judicial stamp paper of appropriate value in original, duly attested by notary regarding status / style of the business entity as per Annexure-XI Partnership firm shall submit a copy of Partnership Deed attested by notary Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA.
	b) Affidavit as per Annexure-VI on Non- judicial paper in original and Power of Attorney / Authorization,	Affidavit in original The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary /Magistrate in case of Sole Proprietor/Partnership Firm/ Company or Authorization (backed by Board Resolution) in case of a Company in favour of a person who has signed the tender documents on behalf of tenderer / Firm / Company
2	a) The bidder should have valid Permanent Account Number (PAN),	The bidder shall submit Declaration I, II & III with self-attested copy of
	GST Registration No., PF Registration	Related documents wherever

required like No. and ESI Registration No. i) PAN Card. b) Declaration / Disclosure regarding ii) GST registration certificate any relation(s) with employees of iii) P.F Registration No. issued by NFL, Downloading of tender forms PF Authorities. from NFL website etc. iv) ESI Registration No. issued by ESI Authorities, etc 3 The bidder should have successfully The bidder shall submit a copy of Works" with completed "Similar Purchase/Work Orders performance and completion certificate, Completion Certificate from the during the last seven years ending last suppliers/ contractor for at least one day of previous month in which NIT has of the following been issued. Definition of "SIMILAR WORK" Similar a) Three similar completed works each cost not less than amount of works means have providing TAXIES/BUS/AMBULANCE/ CANTER to 12.59 lakh (including GST) with any Establishment. performance completion certificate. OR Note:- "Relevant experience is to be b) Two similar completed works taken for a period of one year. If each costing not less than contract period of the completed amount of 15.74 lakh (including work order is more than one year, performance GST) with then the executed value of contract completion certificate. shall be considered on pro-rate OR basis". c) One similar completed work costing not less than Amount of 25.18 lakh including GST (with performance completion certificate) Copies of Work orders in support of the above with full technical scope of work commercial details including work value along with order the completion certificate from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion. 4 Average Annual financial turnover of Bidder shall submit self-attested the bidder during the last 3 years copies of Audited Balance Sheet and ending 31st March of the previous Profit & Loss A/c with authorization financial year should be at least Rs. 9.44 of UDIN for the last three financial lakh including GST years ending on 31st March of the previous financial vear. (i.e.FY 2020-21. 2021-22 & 2022-23). In case the bidder do not fall under the ambit of statutory audit, and do not have audited annual reports

audited Balance Sheets and Profit &
Loss Statements indicating year wise
T.O. detail with UDIN authorization
shall submit a statement certified by
Statutory Auditor / practicing
Chartered Accountant as
documentary evidence in support
thereof

NOTE:

- 1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.
- 2. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- 3. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s). On the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- 4. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

- 5. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
- 6. If the percentage share among partners of a partnership firm is changed, but the the same, the credentials of the firm modification in the share will continue to be considered for the firm as it is without any partnership change their value. Further. in case partner of а firm retires without taking away any credentials from the firm. credentials of partnership firm shall remain the same as it is without any change in their value.
- 7. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
- 8. In case company A is merged with company B, then company B would get the credentials of company A also."

Signature of the Tenderer/Contractor with Seal