

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****List of documents****Annexure - a**

Sr. No	PARTICULARS	Annexure Number	FROM PAGE	TO PAGE	No. OF PAGES
1.	Notice Inviting Tender	b	1	1	1
2.	Covering Letter of NIT	I	2	07	06
3.	Instruction to bidder	I-A(1)	8	9	2
4.	Payment details of submission of Tender Fee and EMD	I-A(2)	10	10	1
5.	Scope of work	I-A	11	14	5
6.	Scheduled of Quantities	I-B	15	15	1
7.	Certificate for Repair / Maintenance of Vehicles	Format B	16	17	2
8.	Master lease agreement	Format C	18	28	11
9.	Special Terms and Conditions of Contract	I-C	29	29	1
10.	Declaration Form-I	II	30	30	1
11.	Declaration Form-II	III	31	31	1
12.	Declaration Form-III	IV	32	33	2
13.	Registration of GST Number	V	34	34	1
14.	Affidavit in reference of Not Black listed, Debarred, De-listed or put on holiday	VI	35	35	1
15.	Eligibility Criteria	VII	36	38	3
16.	Evaluation Criteria	VIII	39	39	1
17.	Definition of terms	IX	40	41	2
18.	General Terms & Conditions (GTCC)	X	42	58	17
19.	Proforma for proprietorship Affidavit	XI	59	59	1
20.	Procurement from a bidder which shares a land border with India	XII	60	63	4
21.	Proforma For Bank Guarantee Against Advance Payment	XIV	64	64	1
22.	Security Deposit-Cum-Performance Bank Guarantee Format	XV	65	66	2
23.	Bank Guarantee for Bid Security Deposit / EMD	XVI	67	67	1
24.	Instructions to Bidders on GeM Portal	XIX-B	68	68	1
25.	Certificate along with Final Bill	XXII	69	69	1
26.	CISF Gate pass clearance certificate	XXIII	70	70	1
	Total Pages			70	

NOTE:

- Contractors are requested to see that all the papers of tender document issued to them are intact as per above Index.
- All the pages shall be signed & stamped by the contractor and shall be submitted in sealed envelope.
- All the tenders digitally signed documents shall be uploaded on E-tender portal for E-tender category.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****Annexure-I****COVERING LETTER FOR TENDER**

To

M/s

Subject: NIT for Hiring of Brand New vehicles on Operating Lease Rent Basis.

Dear Sir,

Sealed TENDERS are invited for the work as detailed below:

1)	Name of Work:	Hiring of Brand New vehicles on Operating Lease Rent Basis.
2)	<p>a) <u>Cost of Tender Form:</u></p> <p>b) <u>Earnest Money:</u> Being a works contract - Tender received without EMD + Cost of tender is liable to be rejected. Or Being a service contract, bidders registered as MSE (Micro or Small Enterprise) need not to submit EMD/Cost of tender fee In case party is seeking exemption of EMD under MSMED Act, party is required to submit the required documents showing eligibility.</p>	<p>a) Tenderer to submit Tender Fees separately Rs.750/- (inclusive of GST).</p> <p>b) Tenderer to submit Earnest Money of Rs 50,000/- Rs. Fifty thousand only)</p>
3)	Mode of payment towards Tender Fees and Earnest Money	<p>Tender fee / EMD shall be submitted in form of crossed Demand Draft / Banker's Cheque, issued by any scheduled bank except rural and Co-operative bank in favour of National Fertilizers Ltd, Naya Nangal payable at Naya Nangal.</p> <p>If any case party submits Demand Draft for the bank other than SBI (N) and whose branch is not available in Nangal then his quotation shall be loaded with equal amount of Bank Charges, incurred by the NFL on realization of said DD, for common evaluation.</p> <p>OR</p> <p>Tender fee / EMD amount(s) can also be transferred through NEFT/RTGS directly to NFL's bank account (SBI CC No-11070992603 IFSC: SBIN0000689, Branch: Naya Nangal) along with intimation of banks transfer reference number/UTR No. to be intimated to the executive Deptt. through mail /letter.</p> <p>OR</p> <p>Through payment Link provided on our website (www.nationalfertilizerslimited.com) and details to be indicated in Annexure-IV which is to be submitted in envelop-1.</p>

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

		Note: <ul style="list-style-type: none"> If the original DDs/ banker's cheque do not reach before the due date, the bid of that /those bidders shall not be opened. NFL takes no responsibility for delay, loss or non-receipt of EMD and Tender Fee sent by post/courier. Cheques shall not be accepted in any case. In case tenderer fails to submit/deposit Tender Fees and/or Earnest Money before the due date of tender opening, the offer of the tenderer is liable to be rejected.
4)	Estimated Value of the work :	Rs. 31.98 Lakh plus applicable 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	04Years as mentioned in LOI/ Work Order.
	b) Time of Completion:	04 Year as mentioned in LOI/ Work Order.
7)	Nature of Contract (Works / Services)	Service
8)	Whether contract is Splittable (Yes / No)	No
9)	Last date and time of Issue of Tenders:	___ up to __ Hrs./ As per GeM Portal
10)	Last date and time of Receipt of Tenders:	___ up to ___ Hrs./ As per GeM Portal
11)	The date and time of Opening of Tenders:	___ at ___ Hrs./ As per GeM Portal
12)	Place of receipt and Opening of Tenders:	Office of DGM (Mech. & Civil), NFL Nangal Unit.

- 13) Tender Documents may be downloaded from our website www.nationalfertilizers.com or CPP portal/ www.eprocure.gov.in/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.

- 14) 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/or transferred through NEFT/RTGS directly to NFL's bank account of Rs. 1,000 (Rupees One thousand only) in favour of NFL payable at Nangal towards cost of Tender Documents (Rs. 50.00 shall be charged extra for getting tender documents through Post).
- 15) All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing to DGM (Mech. & Civil) at least 7 (Seven) days prior to the closing date of the tender.
- 16) 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.
- 17) The rates should be quoted item wise for the complete Scope of Work as per Proforma '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.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- 18) 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 Proforma duly filled in, failing which their Price bid will not be acceptable.
- 19) 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 Proforma enclosed for Schedule of Rates.
- 20) 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.
- 21) 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.
- 22) Submission of Tenders:
 - i) 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 of amount specified in NIT in the form of DD/ Banker's cheque in favour of NFL Nangal Unit, Naya Nangal, Payable at Naya Nangal/Nangal. This envelope should be super scribed "EARNEST MONEY". 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 mentioned in Para 24. 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, 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 envelopes should be placed and submitted in a single envelope superscribed as "NIT No. NFN/MECH/9146 Dated: ___/___/___,"

Envelop No. 1:

Will contain Earnest Money of amount specified in NIT in the form of DD/ Banker's cheque in favour of NFL Nangal Unit, Naya Nangal, Payable at Naya Nangal/Nangal. This envelope should be super

To be
uploaded

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

scribed "EARNEST MONEY". 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 mentioned in Para 24. 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, signed & stamped on each page by the tenderer.

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

All the above three envelopes should be placed and submitted in a single envelope superscribed as "NIT No. NFN/MECH/9146 Dated: ___/___/___,

Date of Opening of the tender ___/___/___.

23) Opening of Tender :

The Tender shall be opened as under:

Envelope No. 1:

Super scribed 'Earnest Money' containing Earnest Money 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.

24) 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 (Not Black listed, Debarred, De-listed or put on holiday of Firm) on Non-Judicial Stamp paper duly Notarized of Rs. 50/- Nangal Unit, Naya Nangal.

c) Copy of Power of Attorney/ Authorization in name of person who has signed the tender documents/bid (in case of Partnership Firm/Company or otherwise as the case may be). The copy should be Notarized by a Notary Public or certified by Magistrate on or after date of issue of NIT

d) Performa for Sole Proprietorship Affidavit on the stamp paper of Rs. 50/- and Notary attested (Annexure-XI)

ii) **In case parties are not prequalified,** their offer will be considered as per eligibility criteria mentioned in Annexure-VII of the NIT/Tender.

25) 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.

26) Evaluation of offer shall be on overall L-1 basis, subject to special condition given in STCC.

27) All pages shall be signed 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 with date by the tenderer. No eraser or overwriting is permissible.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- 28) No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.
- 29) 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.
- 30) 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.
- 31) 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.
- 32) 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.
- 33) 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.
- 34) 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.
- 35) The tender is non-transferable. Un-signed tenders are liable to be rejected.
- 36) 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.
- 37) NFL shall not be responsible for delay, loss or non-receipt of tender document sent by post.
- 38) The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL and have a good character.
- 39) 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.
- 40) 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.
- 41) The offers received after scheduled date and time of submitting the offer would be out rightly rejected.
- 42) 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.
- 43) 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.
- 44) 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.
- 45) 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.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- 46) Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
- 47) "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."
- 48) 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.
- 49) 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."
- 50) 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.
- 51) 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."
- 52) This letter/instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
- 53) The Tender shall be addressed to DGM (Mech. & Civil), National Fertilizers Limited, Nangal Unit.

Thanking you,

Yours Sincerely,
For& on behalf of
National Fertilizers Limited

(Name: _____)
Design _____

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****ANNEXURE I-A(1)****INSTRUCTIONS TO BIDDERS**

- 1) Incomplete tenders/tender without Earnest Money and tenders received after the closing of due date are liable to be out rightly rejected.
- 2) The tenderer shall quote in English both in figures as well as in words the rates and amounts tendered by him, on the form of schedule of quantities forming part of the tender documents. The amount for each item shall be worked out and entered and requisite totals be given for all items. The tenderer shall duly sign the tendered amount for the work entered in the tender.
If there are differences found between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and the general summary, the same shall be adjusted in accordance with the following rules:
 - a) In case of duplicity of any item in the schedule of quantities, the lowest quoted rate of the contractor for such items will be operated in the contract.
 - b) If there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer, shall be taken as correct.
 - c) When the rate quoted by the tenderer in figures and words tallies but the amount worked out is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - d) When the amount of an item is not worked out by the contractor, or if it does not corresponds with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct.
 - e) In the event of any error occurring in the amount column of schedule of quantities as a result of wrong extension of unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - f) All errors in totaling in the amount column and in carrying forward total shall be corrected.
 - g) The total of various sections of schedule of quantities as amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance. Any rounding off in the schedule of quantities or in general summary, by the tenderer, shall be ignored.
- 3) The contractor as a token of acceptance of NIT terms and conditions shall sign all pages of NIT and annexures.
- 4) Declaration of tenderers relations with NFL employees: Should a tenderer have a relation or in the case of a firm, one or more of its partners a relation or relations employed in NFL or in case of company any of its official or relations employed in NFL, the authority inviting tenders shall be informed of the fact at the time of submission of the tender. If so, the name, designation, department and E. No. of such employees be indicated failing which NFL may in its sole discretion reject the tender or rescind the contract. If any ex-employee(s) of NFL is/are employed with the tenderer, name, designation, department and E. No. of such employee(s) be indicated and if any ex-employee(s) of NFL is/are employed, after acceptance of tender, the said particulars shall also be intimated immediately in writing to NFL from time to time.
- 5) The following documents forming the contract are to be taken as mutually explanatory of one another and in case of discrepancy the following order of preference shall be observed:-
 - (i) Agreement
 - (ii) Work Order
 - (iii) Letter of intent
 - (iv) NIT
 - a) Technical scope of work
 - b) Engineering Specifications.
 - c) Special terms and conditions etc.
 - d) General Terms & Conditions

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- 6) Variations: No variation of the clauses of this contract shall be valid unless made in writing and duly signed by both the parties. NFL shall not in absence of its specified written acceptance, be bound by any provisions in the tenderer's offer, forms of acknowledgement of contract & other documents which supports to this contract.
- 7) Not more than one tender shall be submitted by a contractor or by a firm of contractors. If they do so, all such tenders are liable to be rejected.
- 8) The tenderer shall certify that none of their group/sister concern/ partnership firm are participating in this tender. They will also submit an undertaking that in case of concealment of any facts, if detected later on the bidder along with group/ sister concern/ partnership firm participated in this tender NFL reserves its right to take action as per General Terms & Conditions (GTCC).
- 9) **Validity of the Contract:**
 - a) The Contract shall normally remain valid for a period of 12 months unless specifically mentioned in the documents, reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice of 7 days shall be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.
 - b) The contract can be extended at the same rates, terms & conditions for a period of three months at the sole discretion of NFL.
- 10) The contractor may have to carry out the work in running plant under prevailing conditions, and therefore:
 - a) They may have to place their materials and equipment etc. at a place safe for working as per directions of the Safety Officer/ Engineer In charge, and nothing extra will be payable for any extra load involved in executing the works at different locations in Factory, Plants, Offices/Township.
 - b) There may be hold ups/interruptions on this account and further contractor may have to take extra precautions for working in factory premises, for which nothing extra shall be payable. However, time extension for hold ups/interruptions may be considered.
- 11) **Payment for preparation of bid document:**

The bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****ANNEXURE I-A(2)****PAYMENT DETAILS OF SUBMISSION OF TENDER FEE AND EMD**

(To be uploaded)

Subject: Tender No. NFN/MECH/9146/ 377 dtd. 12.04.2024 Contract Hiring of Brand New vehicles on Operating Lease Rent Basis.

To,

DGM (MECH. & CIVIL)
National Fertilizers Ltd.
Naya Nangal

Dear Sir,

1	<p><u>Tender Cost and Earnest Money Deposit</u></p> <p>I/We hereby confirm that amount of Tender Cost and Earnest Money Deposit has been deposited through payment link provided on our website (www.nationalfertilizers.com) or Micro / Small Enterprise (MSE) Certificate is attached as per the details given below:</p> <p>a) Tender Cost: Amount in INR <u>750/-</u> (Rs. Seven hundred fifty only)</p> <p style="padding-left: 100px;">UTR / Bank Ref. No. _____ Date _____</p> <p>b) EMD : Amount in INR <u>50,000/- (Rs. Fifty thousand only)</u></p> <p style="padding-left: 100px;">UTR / Bank Ref. No. _____ Date _____</p> <p>c) MSE Certificate: Registered as _____ (Micro/Small) valid upto _____</p> <p style="padding-left: 100px;">for the Work/Services of _____</p> <p style="padding-left: 100px;">_____</p>
----------	--

Signature of the Contractor/ Tenderer with stamp

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****Annexure I-A****SCOPE OF WORK**1.0 **Requirement:** Our tentative requirement of Vehicles is as under:

Vehicle Segment	Type of Vehicles (Compliance to BS-VI Phase-2/ latest)	Colour	No. of vehicles
A)	Maruti Dzire VXI (Petrol)	White	01
B)	Maruti EECO 5 Seater Standard (Petrol)	White	01
C)	Mahnidra Bolero Jeep (Diesel)	White	02

Note:

- a. The contracted mileage shall be 72,000 Kms per Vehicle during four years for each vehicle.
 - b. The number of vehicles may increase up to 25% of the tendered quantity due to change in requirement (if any). The same shall be intimated with in the contract period from the date of issue of LOI/WO.
 - c. The requirement of number of vehicles may also decrease due to non-requirement of services by NFL because of any unforeseen/ force majeure for which NFL shall not be liable for any loss or costs incurred or sustained by the bidder due to any change in the requirement of number of vehicles **including termination / foreclosure of the contract.**
 - d. All vehicles must be BS-VI (Phase – II) Compliance emission Norms.
 - e. Upgraded versions of above mentioned make / models introduced by the manufacture in due course (If any) or higher models in each segment of vehicles shall also be acceptable.
 - f. The Vendor shall arrange to provide brand new vehicles / cars in white colour at the places as indicated in the Letter of Intent (LOI) having “white plate registration numbers” on Operating Lease Rent Basis within **10 days** from the date of issue of LOI at NFL, Nangal Unit.
- 2.0 **Documentation:** Registration, Comprehensive Insurance, warranty and other relevant documents required for running the vehicles, should bear name of NFL as lessee as per Motor Vehicles Act. The vehicles having “white plate registration number” shall only be provided by the Vendor.
- 3.0 NFL use of the Vehicles / Cars shall not be interfered with in any manner whatsoever by the Vendor or any person claiming directly or indirectly to be the Vendor.
- 4.0 **Payment:**
- a. Gross Rental: NFL shall pay monthly rent, including applicable taxes, within 30 working days on submission of bill complete in all respects for vehicles after completion of the month, i.e. payment for the previous month shall be released in the succeeding month.
 - b. Charges towards extra/less mileage: The actual kilometers covered by any of the vehicle exceed/are less than the contracted mileage at the end of the lease period, then NFL shall pay / get the refund for the excess/less kilometers as per schedule of rates.
 - c. However, in respect of number of vehicles of the same segment and where the lease period is expiring within a period of one calendar month, the total contracted and actual mileage used for the vehicles shall be pooled together. The difference of the total contracted and actual mileage run pooled together as above shall be payable / receivable by / to NFL as per schedule of rates.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- 5.0 **Comprehensive Insurance:** The Vendor will take Comprehensive Insurance Policy for all the vehicles with Zero Depreciation (Zero Dep) and engine cover (Hydrostatic).
- 6.0 **Total Theft/Total Loss:** In the event a vehicle is stolen or damaged beyond repair (due to reasons not attributable to the Vendor), the lease pertaining to the said vehicle shall be considered as automatically terminated on the date of happening of theft or damage, as the case may be. NFL shall pay to the Vendor, deficit (if any) after receipt of insurance claim from the insurance Corporation for such theft / damage. NFL's liability in such a case will be the difference between the Book/ foreclosure value and the insurance claim amount (received from Insurance Corporation) which will be settled after receipt of insurance claim. However, in case the stolen vehicle is recovered prior to the insurance Corporation's processing the claim, the Vendor shall sale the said vehicle to the highest bidder after obtaining at least 3 quotation/bid. The deficit or the surplus amount in such case(s) would be payable/receivable by / to NFL.
- 7.0 **Repair and Maintenance / Break-down services:**
- (a) The Vendor should have the arrangements for repairing the vehicles in a short time and during the repair / scheduled servicing, the Vendor will provide a substitute vehicle immediately, i.e. within 24 hrs., so that there is no inconvenience / disruption in the work of NFL, failing which NFL will have the right to make alternate arrangement at the risk and cost of the Vendor or an amount of Rs.2,000/- per day, whichever is lower, shall be recovered from the bill(s) of the Vendor on account of non-provision of replacement service during the repair / scheduled servicing of the vehicle.
- (b) Regarding major accident, it will be got repaired by the Vendor in vehicle manufacturer's authorized workshop at the cost and risk of the Vendor subject to insurance claim being admissible by the insurer as per IRDA norms. Settling claims with insurance company will be the sole responsibility of Vendor and NFL will have no liability in this regard. The Vendor shall provide round-the-clock breakdown services in case the vehicle is immobilized on the road. The Vendor shall provide replacement of the vehicle deployed in case of damage / unworthiness of the vehicle to ply on road. The Vendor shall make arrangement with maintenance service providers for cashless transaction for repair and maintenance of the Vehicle for each location separately and furnish relevant particulars in **Format "B"**.
- 8.0 **Option to buy the Vehicle on expiry of operating lease:** NFL Employee or its authorized representative shall have the first option to buy or refuse to buy the vehicle on termination of operating lease at fair market price. Fair Market price shall be determined by inviting not less than three independent bids in a transparent manner.
- 9.0 **Termination:**
- (a) NFL reserves the right to terminate the contract / operating lease in respect of a particular vehicle before the expiry of the operating lease period due to non-performance / unsatisfactory performance in accordance with the provisions of the tender document, after giving reasonable opportunity by NFL.
- (b) NFL also reserves the right to terminate the contract / operating lease in respect of a particular vehicle without assigning any reason by serving one month's notice, in writing. In such an event, NFL shall pay or recover the difference, if any, between the Outstanding Book Value as on date of termination of the contract and the value received by the Vendor through sale of the vehicle.
- 10.0 **Activities on Expiry / Termination / Cessation of operating lease period:** Immediately after the expiry / termination / cessation of the operating lease period, NFL shall return to Vendor

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

the following:

- (a) **Delivery** of the vehicle at National Fertilizers Limited, Nangal Unit".
 - (b) **Documents:** Relevant documents with respect to the vehicle, including registration certificate in original and the original insurance policy.
 - (c) **Keys & Accessories:** Keys (Original as well as duplicate) of the vehicle and accessories fitted as original equipment in the vehicle.
 - (d) **Payments:** NFL shall stop paying lease rentals for that particular vehicle from month of termination of the contract / operating lease.
- 11.0 **Agreement tenure & Contract period:** Master Lease Agreement for hiring of vehicle(s) shall be executed as per Format-C, which will be valid for a period of FOUR Years, which may be extended up to a period of one year on the same terms and conditions with mutual consent
- 12.0 **Firm Lease rentals:** Lease rentals will remain fixed during the entire operating lease period for each vehicle
- 13.0 The Vendor shall make necessary payments towards road tax, warranty, comprehensive Insurance etc. as per rules and regulations in vogue.
- 14.0 **Evaluation criteria for determination of tender:** L-1 shall be determined on the basis of following parameters: -
- (a) **Gross Monthly Rentals:** This will include monthly rental charges (including Lease Rental & Fleet Management Charges i.e. maintenance cost, comprehensive insurance charges, road side assistance, warranty, fleet management fees, accident/damage depreciation waiver, road tax rentals, cost of any other services, etc. provided by the Vendor, applicable taxes, if any) inclusive of applicable GST & Cess (in Rs.) for covered mileage of 72,000 Kms running in 48 month.
- 15.0 The Vendor shall ensure replacement of tyres, tubes, battery and other consumables at periodical intervals, as and when required, so as to maintain the vehicle in good running condition during the contract period.
- 16.0 The Vendor shall be responsible for maintaining the Vehicle in excellent conditions. For this purpose, the Vendor shall ensure that scheduled / non-scheduled repairs and maintenance are undertaken from authorized workshops / service centers as per manufacturer's norms / guidelines during the operating lease period at its own cost.
- 17.0 The Vehicle shall be handed over to Mechanical Deptt. of NFL, Nangal Unit.
- 18.0 As these vehicles are to be used by the NFL, the Vendor shall ensure to provide all the necessary documents (valid registration certificate, insurance papers, PUC certificate as per the state protocol if necessary, etc.) pertaining to the Vehicle.
- 19.0 Except otherwise provided in the contract, NFL will not be responsible for any loss, damage, or accident to the vehicle or to any other vehicle or injury except in case of misuse or negligence.
- 20.0 **Contracted Boundary:** The Vehicle will be used for journeys primarily in the place / location of deployment of vehicle and also in any other place(s) in India as may be required.
- 21.0 Any person engaged by the Vendor for rendering the services under this Tender shall have no claim / right on NFL. The Vendor will keep NFL and its Officers indemnified from and against any claim / liability by any such person providing services under this Tender.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

22.0 The Vendor shall be independent entity engaged to produce the required results and shall comply with the Laws and Regulations applicable in this regard and shall also keep NFL and its Officers indemnified against any breach or default.

23.0 NFL's Obligations

23.01 NFL will provide required Diesel, Petrol during the operation of vehicle

23.02 Day to day basis cleaning of vehicle

23.03 Operation of lease rent vehicle by NFL's employee / workmen during the contract period.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****PROFORMA OF QUOTING RATES Part A**

Sr. No	DESCRIPTION	Unit	Qty	Unit Rates (in INR)		Total Value	
				In figures	In words	In figures	In words
1	Dzire VXi Petrol						
I	Lease Rental	Month	48				
II	FMC	Month	48				
III	GST on Lease Rental (28%) As per Govt. Rules	Month	48				
IV	CESS on Lease Rental (1% or 22%) As per Govt. Rules	Month	48				
V	GST on FMC (18%) As per Govt. Rules	Month	48				
	Total						
2	Eeco 5 STR AC						
S.no	Description						
I	Lease Rental	Month	48				
II	FMC	Month	48				
III	GST on Lease Rental (28%) As per Govt. Rules	Month	48				
IV	CESS on Lease Rental (1% or 22%) As per Govt. Rules	Month	48				
V	GST on FMC (18%) As per Govt. Rules	Month	48				
	Total						
3	Mahindra Bolero B6 (rates for 02 No. Bolero) One for 36 month w.e.f. July 2025 & one for 48 months (total 84 months)						
S.no	Description						
I	Lease Rental	Month	84				
II	FMC	Month	84				
III	GST on Lease Rental (28%) As per Govt. Rules	Month	84				
IV	CESS on Lease Rental (1% or 22%) As per Govt. Rules	Month	84				
V	GST on FMC (18%) As per Govt. Rules	Month	84				
	Total						
	Total 1, 2 & 3 (for four years) inclusive of taxes						

Note: - All columns should be filled in legibly

SIGNATURE OF THE CONTRACTOR WITH SEAL

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

Format "B"

Certificate for Repair / Maintenance of Vehicles

(To be provided by all the bidders)

We confirm that repair & maintenance of Vehicles/ Cars would be provided by us through the authorized agencies on cashless transaction basis where the vehicle is deployed.

SIGNATURE OF VENDOR / LESSOR WITH SEAL

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****Format "B" contd....****Certificate for Repair / Maintenance of Vehicles****(To be provided by the successful bidder after issue of LOI and before placement of order)**

We confirm repair & maintenance of the vehicles would be provided by us through the following authorized agency on cashless transaction basis where the vehicle is deployed:

S.No.	Type of Vehicle	Name of Agency / Location	Contact Person / Phone No.
a.	Maruti Dzire VXi (Petrol)		
b.	Maruti EECO 5 Seater Standard (Petrol)		
c.	Mahnidra Bolero Jeep (Diesel)		

* Add more rows for indicating different Agencies in different locations

SIGNATURE OF VENDOR / LESSOR WITH SEAL

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

Format "C"

Master Lease Agreement

This Master Lease Agreement (hereinafter referred to as "Agreement") entered into on this ____ day of _____, 2024, at _____ by and between:

NATIONAL FERTILIZERS LIMITED (NFL), a Public Sector Undertaking (PSU) under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and its Unit/ Office at _____ (hereinafter referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the one Part.

And

....., a company incorporated under the Companies Act, 1956, having its registered office (Hereinafter referred to as "Vendor") and unless repugnant to the context and meaning hereof shall include its successors and permitted assigns of the Second Part,

Whereas

The NFL is desirous of taking on lease, from time to time, vehicles for its use and is also desirous of engaging services for the maintenance, management and administration of such vehicles;

The Vendor is willing to provide the vehicles on lease and provide the management and administration services for such vehicles, on the terms and conditions hereinafter contained.

In consideration of the mutual covenants and terms and conditions hereinafter contained, the following has been agreed:

ARTICLE 1 LEASE OF VEHICLES

- 1.1 Based on the quotation ("**Quote**") that may be provided by Vendor to NFL, and based on the confirmation of order to be received from NFL (hereinafter referred to as the "**Order**"), from time to time, Vendor may acquire and grant on lease, the vehicles (hereinafter referred to as the "**Vehicles**"), on the terms and conditions herein contained.
- 1.2 The Order received by Vendor shall constitute the demise of the Vehicle to NFL, on the terms and conditions contained herein and in the Order. Based on the Order, Vendor shall place the order on the relevant manufacturer/dealer. On delivery of the Vehicle to NFL, Vendor shall prepare a Supplementary Schedule and send it to NFL for its records. The Supplementary schedule shall contain information pertaining to the Vehicle, user, contracted services and payment terms and conditions. The parties agree that the Lease Rental reflected in the Quote and payable by NFL may decrease or increase to an extent the Vehicle/accessory prices, taxes and discounts decrease or increase at the time of actual purchase of the Vehicle.
- 1.3 In the event that NFL causes cancellation of, or instructs Vendor to cancel, an Order with the supplier of the Vehicle, or NFL shall refuse or be unable for any reason to accept delivery, Vendor shall be entitled to terminate the Lease of the aforesaid Vehicle and NFL shall pay to Vendor on demand all costs, charges, expenses, damages, if any, incurred by Vendor arising out of such an action of NFL. Vendor shall provide sufficient proof for such payments and losses. In addition to this an applicable cancellation fee as decided by Vendor from time to time, shall be payable by NFL.
- 1.4 Acquisition of Vehicles - Vendor arranges for the acquisition of Brand new Vehicle.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

ARTICLE 2 FLEET MANAGEMENT OF VEHICLES

- 2.1 Vendor, during the Lease Period and only within the Contracted Boundary, provides the following Fleet Management Services. Applicable service to each vehicle is reflected in the Tender document/ Quote/ Supplementary Schedule.
- 2.2 Fleet Management Services shall comprise the following:
- a. Comprehensive Insurance – The Vendor shall arrange for comprehensive insurance of the Vehicle with Zero Depreciation and Engine covers (Hydro Static), from time to time, (hereinafter referred to as “**Insurance Policy**”). Insurance policy shall be in the name of Lessee. The Vendor shall make necessary payment for insurance premium applicable from time to time. All claim payments from the Insurance Company shall be made to Vendor or to Designated / Authorized Workshops. NFL shall have no liability whatsoever on insurance related claim.
 - b. Registration of Vehicle with Transport Authorities – The vendor shall complete all formalities of registration of the vehicle and bear all expenses towards RTO charges, insurance, Road Tax & any other expenses/ taxes etc. required for registration of the vehicle. The vehicle should be registered with “white plate registration number” and conforming to the specified norms of the concerned Transport Authority. NFL shall only provide necessary assistance like providing necessary documents /proof of address etc. required under the prevailing laws for registration of the Vehicle. The Vehicle shall be registered, in the name of the NFL, Nangal as ‘Lessee’. NFL shall fulfill all its obligations, liabilities and duties as provided under the Motor Vehicles Act or under any other law or instrument pertaining to the use of the Vehicle hired on lease. However, this shall not in any way affect the absolute ownership of the Vendor on the Vehicle and shall not confer upon the NFL any right other than that of lessee of the Vehicle.
 - c. Road Tax - Vendor shall make necessary payment towards Road Tax.
 - d. Delivery – Vendor arranges with the Dealers to have the Vehicle ready for delivery at NFL Nangal Unit, any risk, damages to the Vehicle in transit from the showroom to NFL’s address shall be treated as an accident case and the repair will be covered as per the Insurance Policy.
 - e. Maintenance & Repair Management - Vendor shall maintain the vehicles in excellent and roadworthy condition at all times during the lease period at his/their own cost. If the Vendor fails to maintain the same, NFL reserves the right to seek replacement of such vehicle with another vehicle of same category (on temporary basis) till the vehicle gets maintained & delivered. All regular services & maintenance shall be as per the schedule recommended by the vehicle manufacturer and shall be carried out at their authorized service centers. The Vendor shall authorize the Designated Workshops for maintenance and repair of the Vehicle. The invoice raised by such Designated Workshop shall be settled by the Vendor directly with the Designated Workshop. NFL, Nangal shall arrange ‘pickup and drop’ service for the Vehicle for service and repair.
 - f. Breakdown Services (Vendor Assist) - Vendor would endeavor to provide round-the-clock breakdown services in all cities to NFL.
 - g. Accident Management- In case of accident, the repair shall be carried out at the vehicle manufacturer’s authorized workshop at the costs and risk of the Vendor. Settling claims with insurance will be the sole responsibility of Vendor and NFL will have no liability in this regard. The difference between actual expenditure and insurance claim shall be borne by the Vendor.
 - h. Damage Waiver Service:- Vendor pays the difference, if any, between the damage repair Invoice of the Designated Authorized Workshop and that reimbursed by the Insurance company. NFL has no liability in this regard.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

ARTICLE 3 LEASE PERIOD

- 3.1 The lease period shall commence from the Contract Start Date and shall cease upon happening of any of the following events:
- Upon expiry of the Contracted Months i.e. 48 Months.
 - Occurrence of an event of default as specified in Article 11 of this Agreement.
 - Upon mutual consent of the parties.
 - On the occurrence of any of the events specified in the Article 10.
- 3.2 On the occurrence of any of the events specified in Article 3.1 above except for cases of theft, immediately after the expiry of the Lease Period, NFL shall, shall return to Vendor the following:
- The Vehicle at the nearest regional office in case of Vendor City and such place as may be mutually agreed upon in case of non-Vendor cities within the Contracted Boundary, in good order and condition, except for normal wear and tear.
 - Relevant documents with respect to the Vehicle, including but not limited to the registration certificate in original and the original Insurance Policy.
 - Keys (original as well as duplicate) of the Vehicle and accessories fitted as original equipment on the Vehicle.
- 3.3 All rights and obligations accrued during the Lease Period shall survive the termination of the Lease Period and the termination of this Agreement shall not affect the obligations of the parties incurred prior to the termination.
- 3.4 In the event the Lease Period is terminated upon happening of events specified in 3.1 above, NFL shall reimburse to Vendor the following:
- Book Value Recovery if any, which shall be the short recovery through the sale of the Vehicle where not less than three independent bids will be invited as compared to the outstanding book value as determined by Vendor, including the prepaid insurance and Road Tax, and
 - Excess kilometer charge, if any, which shall be the charge for the extra kilometers driven over the prorated contracted kilometers at a rate mentioned in the Tender document/ Quote/ Supplementary Schedule.
- 3.5 NFL agrees to sign on blank transfer documents on return of the vehicle at the end of tenure and will not be provided with the name of the ultimate buyer. In turn, Vendor confirms that NFL will not be responsible for any claims or damages incurred after the vehicle is returned to Vendor.
- 3.6 Superdari situation arises when a vehicle impounded by Authorities under a third party liability or otherwise and is released on a bond with a condition that it cannot be sold/transferred before settlement of the relevant case. In the event, the vehicle of NFL gets involved in a Superdari situation during the term of the lease, then NFL has to opt for either of the two options:
- the lease term will get extended beyond the agreed lease period at a lease rental, which will be specified by Vendor, for a period as long as the Superdari is not released; or
 - NFL will have to buy the vehicle at the outstanding book value as appearing in Vendor's books of accounts along with the excess kilometer charge, if any, which shall be the charge for the extra kilometers driven over the prorated contracted kilometers at a rate mentioned in the Tender document/ Quote/ Supplementary Schedule.
In case the vehicle is impounded for any other reason, then NFL will be liable to get the vehicle released from the relevant authorities. In case Vendor assists in the release, all the costs and expenses incidental thereto will be borne by NFL.

ARTICLE 4 CONSIDERATION

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- 4.1 In consideration of the Lease of the Vehicles by Vendor and of performance of Fleet Management Services by Vendor, NFL shall pay Lease Rental (hereinafter referred to as “Lease Rental”). The Lease Rental shall comprise of the leasing charges, fleet management charges, delivery and termination charges including the management fees and shall be a fixed amount payable by NFL per month as long as the term and kilometres are within the agreed conditions as reflected in the Tender document/ Quote/ Supplementary Schedule. The value of the Lease Rental shall be specified in the Tender document/ Quote/ Supplementary Schedule and shall be paid by NFL to Vendor. The Lease Rental shall be calculated for every calendar month. The Lease Rental shall be payable within 15 working days of presentation of invoice for each vehicle after completion of the month, i.e. payment for the previous month shall be released in the succeeding month. If any Vehicle is delivered after the start of the month, i.e. after first of the month, the payment of Lease Rentals will be made on pro-rata basis.
- 4.2 To discharge its obligation to pay Lease Rental, NFL shall, along with the execution of the relevant Supplementary Schedule, make payment of the monthly Lease Rental amount within 15 working days of presentation of invoice complete in all respects for each vehicle after completion of each calendar month for the duration of the Lease Period as specified in the relevant Supplementary Schedule to the Vendor through NEFT/RTGS.
- 4.3 The Vendor shall provide all the necessary details as to the outstanding amounts.
- 4.4 In the event, in respect of any of the Vehicles, the actual kilometres covered by NFL exceed the contracted kilometres as specified in the Tender document/ Quote/ Supplementary Schedule at the end of the Lease Period, then NFL shall pay, over and above the Lease Rental, the Excess Kilometres Charge as specified in the Tender document/ Quote/ Supplementary Schedule.
- 4.5 Vendor reserves the right to seek such financial information as to ensure the due performance by NFL under this Agreement and under any Order or Supplementary Schedule, as the case may be. Vendor may withhold further performance under this Agreement, till NFL furnishes such information.
- 4.6 The NFL agrees with Vendor, and hereby authorises Vendor, to set off any amounts as may be due from Vendor to NFL (whether under this Agreement or under any other agreement or arrangement) against any amounts that may be payable by NFL under this Agreement or under any Order or Supplementary Schedule, as the case may be.

ARTICLE 5 TECHNICAL CONTROL AND INSPECTION

- 5.1 NFL shall present the Vehicle for pollution checks and other statutorily mandated technical/fitness tests, at the dates and places determined by the relevant authorities. Further, NFL shall present the Vehicle as and when required by any competent authority for any inspection that may be required by any law, regulation and / or rule.
- 5.2 NFL shall, as and when requested by Vendor, make available the Vehicle to Vendor for inspection or technical check up by Vendor/competent authorities. Vendor shall provide reasonable notice to NFL for the same.

ARTICLE 6 USE, MAINTENANCE AND REPAIRS

- 6.1 NFL, and respectively the user authorised by him, shall use the Vehicle(s) in a proper manner for the normal purposes for which they were designed and equipped. Specifically, the Vehicle shall not be used for speed trials, endurance tests and like events, for giving driving lessons and for the conveyance of dangerous and/or explosive materials.
- 6.2 NFL shall ensure compliance with all the applicable laws/rules and regulations in relation to the use and maintenance of the Vehicle, including but not limiting to holding a valid driving license and,

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- where necessary, undertake appropriate modifications/additions to the Vehicle at its own cost, with the prior written approval of Vendor, to ensure such compliance.
- 6.3 NFL shall maintain the Vehicle in a good state in conformity with The Vendor Driver's Manual and the Manufacturer Manual. Any liability arising out of not conforming to the guidelines mentioned in The Vendor Driver's Manual and/or the Manufacturer Manual shall be to the cost/account of NFL.
- 6.4 The Vehicle shall be taken only to Designated Authorized Workshops for any repair and/or maintenance of the Vehicle. In the event any invoice is received from a workshop, not being a Designated Authorized Workshop, Vendor reserves the right to refuse to honour such invoices and charge such amount to NFL.
- 6.5 NFL shall report to Vendor defects in the kilometre indicator (odometer) no later than 24 hours from the time such defect is noticed by the user of the Vehicle. The kilometres driven up to the time of the repair of the defect shall be estimated and finalised after mutual consultation.

ARTICLE 7 DAMAGE HANDLING AND CLAIMS MANAGEMENT

- 7.1 Upon the happening of any event that causes any damage or loss to the Vehicle and/ or its accessories whilst thereon, including accident, theft, hit caused by fire explosion, self-ignition or lightening, burglary, house breaking, riot, strike, earthquake, flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost, malicious act and/ or terrorist activity, NFL shall as soon as possible notify Vendor by telephone of such damage or loss relating to the Vehicle and confirm this in writing in accordance with the terms hereof and The Vendor Driver's Manual, within 2 working days of the occurrence of such event causing loss and/ or damage to the Vehicle. Without prejudice to the generality of the provisions given above, in the event of accident or theft of the Vehicle or any part and/ or accessory thereof, NFL:
- Shall immediately report the same to the nearest police station and obtain a copy of the first information report (FIR) and ensure that the registration, chassis and engine number are specified in the FIR.
 - Shall report the same to Vendor and within 2 working days of the knowledge of the theft, furnish to Vendor, copy of the FIR.
- 7.2 All insurance and damage related issues shall be subject to the terms of the contract.
- 7.3 NFL shall maintain the Vehicles with all due diligence. NFL undertakes to facilitate the settlement of all cases of damage by providing the relevant information and documents and taking all the steps required if requested to do so. Vendor retains the right to initiate an investigation in the event of any loss occurrence.
- 7.4 Any legal liability arising to third party in relation to an accident involving the vehicle shall be dealt between NFL and the Insurance Company and/or NFL and the relevant third party in accordance with the law of the land. Vendor shall provide all assistance for settlement of the case on best endeavor basis.

ARTICLE 8 INSURANCE

- 8.1 All risks and ensuing damage to the Vehicle / Theft shall be in the scope of the Vendor. In case of accident the following steps shall be followed: -
- The accidental vehicle shall be driven down to the nearest Authorized Dealer Workshop. In case the vehicle is not in a position to be driven, the nearest Workshop/On road service, shall be intimated for towing the accidental Vehicle free of charge.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- b. Insurance claim shall be lodged after signing of forms by NFL authorized representative besides submission of requisite documents such as certified copy of RC, Driving License & Insurance cover note.
- c. The Workshop will intimate the Insurance Corporation and arrange for Survey of the vehicle.
- d. Driver/Vehicle user shall intimate on the incidence to the Vendor. Vendor or his authorized representative would start interfacing with the Workshop from that time onwards for expeditious completion of repair works.

ARTICLE 9

WARRANTIES

- 9.1 NFL warrants that the execution of this Agreement & Order(s) and the use and operation of the Vehicle by NFL shall not contravene the provisions of any law, statute, rule and regulation to which NFL is subject and/or NFL's Memorandum and Articles of Association.
- 9.2 The NFL warrants that the Vendor has obtained all consents, licenses, approvals as are necessary for or in connection with the execution, validity and enforceability of this Agreement & Order(s) and for the use and operation of the Vehicle and undertakes to keep them effective and in force at all times during the period of this Agreement and till the Vehicle is delivered back to Vendor in good order and condition.
- 9.3 Vendor warrants that the execution of this Agreement by it will not contravene the provisions of any law, statute, rule and regulation to which it is subject and/or its Memorandum and Articles of Association.

ARTICLE 10

NFL'S COVENANTS

- 10.1 During the subsistence of this Agreement and till the Vehicle is delivered back to Vendor in good order and condition in terms hereof, NFL shall:
 - a. not claim any right, title or interest in the Vehicle and/or parts, components thereof other than that of a lessee or contest Vendor's sole and exclusive ownership thereof.
 - b. use and operate the Vehicle carefully and maintain it in conformity with the Manufacturer Manual and Vendor Driver's Manual and comply with all statutory and other requirements of law, rules, regulations or directions applicable to use and operation of the Vehicle in that behalf. NFL shall not do or omit to do, cause to be done any act or thing by which the warranties and performance guarantees given by the Manufacturer would be invalidated or become unenforceable, wholly or partly.
 - c. not transfer, assign or otherwise dispose of or purport to transfer, assign or dispose of Vendor's rights or obligations or interest hereunder by way of mortgage, charge, sublease, sale or other assignment, hypothecation, pledge, hire, encumbrance, license or otherwise in any manner part with the possession of the Vehicle or any part thereof or allow or purport to do or allow or create any lien, charge, attachment or other claim of whatsoever nature on the Vehicle or any part thereof.
 - d. Indemnify and keep indemnified Vendor, at all times, against costs, expenses, charges etc arising out of use and /or possession of Vehicle by NFL not covered under this agreement.
 - e. (i) not claim any relief by way of any deduction, allowance or grant available to Vendor as the owner of the Vehicle under the Income Tax Act, 1961 or under any other statute, rule, regulation or guideline issued (or as may be amended and existing from time to time) by the Govt. of India or any statutory authority and not do or omit to do or be done any act, deed or thing whereby Vendor is deprived, whether wholly or partly, of such relief by way of deduction, allowance or grant. The NFL shall, at the end of each financial year of Vendor, provide to Vendor such

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

information as it may require to claim relief by way of deduction, allowance, or grant, as the owner of the Vehicle under the Income Tax Act, 1961 & NFL undertakes to comply with and observe, at all times, all the terms and conditions to be complied with or observed in respect of the use of the Vehicle to entitle Vendor to obtain such relief.

(ii) In case of a sale and lease back, NFL agrees to make available all necessary documents immediately on request of Vendor to enable the endorsement of Vendor's name as financier and transfer of name, if required, in the registration certificate of the Vehicle.

- f. sign, execute and deliver all such documents as may be reasonably requested by Vendor, in relation to the Vehicle, including such forms, affidavits, powers of attorney etc., as may be required to be filed with the transport authorities or the insurance companies.
- g. authorize Vendor to sell, alienate, transfer, charge, hypothecate or otherwise encumber the said Vehicles and in this regard, to sign and deliver necessary forms, documents and/or to give notice to the appropriate Regional Transport Authority for effecting transfer of the said Vehicles at the end of the Lease Period.
- h. authorize Vendor to fill in, alter, amend, sign or complete such forms, documents or papers relating to the regional transport office or the insurance companies and to give full and complete effect thereof.

ARTICLE 11 EVENTS OF DEFAULT

11.1 An event of default shall occur hereunder if NFL:

- a. fails to make any of the payments or part thereof or any other payment required to be made hereunder when due and such failure continues for a period of 14 days after written notice is sent to NFL; or
- b. fails to perform or observe any other covenant, conditions or agreement to be performed or observed by it hereunder or in any other document furnished to Vendor in connection herewith; or
- c. NFL without Vendor's consent, sells, transfers, parts with possession or sublets or encumbers or creates any charge and/or lien on or endangers the Vehicle/any item of the Vehicle; or
- d. shall make an assignment for the benefit of creditors, or consent to the appointment of a trustee or receiver; or a trustee or receiver shall be appointed in relation to a substantial part of NFL's property; or bankruptcy, reorganisation or insolvency proceedings, voluntary or otherwise, affecting NFL, shall be instituted by or against NFL; or
- e. shall be in default under any other agreement at any time executed with any of the parties hereto; or
- f. fails to maintain the Vehicle in terms of this Agreement and/or as specified in The Vendor Driver's Manual or manufacturer manual.

ARTICLE 12 DISTRRAINT AND MEASURES BY THIRD PARTIES

- 12.1 If third parties lay claim to or otherwise take action in respect of a Vehicle, NFL shall take immediate action to safeguard the rightful property of Vendor. If NFL loses legal control of any Vehicle, he shall inform Vendor by registered letter/email within twenty-four hours and if necessary, take appropriate counter measures. Vendor may take any and all actions it sees fit in the interests of protecting its rights.
- 12.2 NFL hereby undertakes to abide by the existing legislation pertaining to the use of Vehicles when any city border is crossed. If, due to non-compliance with the foregoing, the authorities temporarily or permanently take the Vehicle off the road, then NFL shall be responsible for obtaining possession of the Vehicle back from such authorities, and all the costs, including fines, incurred in attempts to get the Vehicle on the road again, shall be borne by NFL.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

ARTICLE 13 TRAVEL OUTSIDE CONTRACTED BOUNDARY

- 13.1 NFL will be entitled to avail of the Fleet Management Services outside the Contracted Boundary. However, in case Vendor otherwise offers such services in the city where NFL would like to take the Vehicle on a temporary basis, Vendor may, at its own discretion, arrange to provide NFL such of the Fleet Management Services as is available in the city provided NFL give Vendor at least one-week notice. During such temporary visit outside the Contracted Boundary, NFL may approach manufacturers' authorized workshops in case any emergency repair is required on the Vehicle. Vendor shall reimburse the invoice amount provided the costs are justifiable and reasonable. NFL shall ensure that such invoices are made in the name of Vendor.
- 13.2 NFL shall be allowed to take or leave the Vehicle outside the Contracted Boundary on a permanent basis after prior written approval from Vendor. NFL shall bear the full responsibility for the transportation of the Vehicle and all costs in connection therewith have to be borne by NFL. The NFL will also have to bear the transfer costs and re-registration costs as well as furnish required documents within 15 days in respect of the vehicle so that Vendor can undertake the re-registration with the authorities and NFL shall reimburse Vendor or any other person instructed by Vendor for any costs incurred in this connection. NFL hereby irrevocably authorizes Vendor to take such steps without reference or recourse to NFL. NFL also agrees that in case of re-registration, GST and other taxes will be levied as per the applicable state laws and consequently, the lease rentals payable may change.
- 13.3 NFL shall not, without prior written approval from Vendor, take or leave the Vehicle outside the Contracted Boundary on a permanent basis. If the Vehicle is left outside the Contracted Boundary, NFL shall bear the full responsibility for the transportation of the Vehicle and all costs in connection therewith shall be charged to NFL. All obligations of Vendor with respect to the Vehicle shall cease while the Vehicle is taken out of the Contracted Boundary. If NFL does not take the necessary steps for the transportation of the Vehicle, Vendor shall have the right to transport the Vehicle itself or to take the necessary steps to have it transported and NFL shall reimburse Vendor or any other person instructed by Vendor for any costs incurred in this connection. NFL hereby irrevocably authorizes Vendor to take such steps without reference or recourse to NFL.
- 13.4 NFL may not under any circumstances, export the Vehicle outside India, except with the prior written permission of Vendor, which permission may be provided by Vendor at its own discretion.

ARTICLE 14 MISCELLANEOUS

- 14.1 Legal Costs, Taxes, Fines- NFL is aware that the Lease Rentals will be specified in the Tender document/ Quote/ Supplementary Schedule, after taking into account all taxes, duties and other charges, as may be applicable at the time of preparation of the Quote/ Supplementary Schedule, as the case may be. The NFL agrees that NFL will be liable to bear and pay any and all applicable taxes, charges, levies, duties or any other imposts (whether applicable at the time of execution of the Quote/ Supplementary Schedule, or made applicable later) that may be payable by virtue of NFL executing this Agreement or availing the services hereunder or making payments pursuant to this Agreement. To this end, NFL covenants to pay any and all such additional amounts that may be claimed by Vendor.
- 14.2 Jurisdiction- The laws of India shall govern this Agreement. The courts in Nangal (Distt. Rupnagar) shall have exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way, relating to this Agreement.
- 14.3 Correspondence Address- Unless specifically provided otherwise, any notice or demands required to be given herein shall be given to the parties hereto in writing and by either Registered Post

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

Acknowledged Due, facsimile, e-mail or by hand delivery at NFL, Nangal as the parties hereto may hereafter substitute by written notice given in the manner prescribed hereinabove.

- 14.4 Waiver- Any waiver by a party of any rights that is available to it, shall not constitute a waiver of any other rights available to it, nor shall a waiver at one instance be construed as waiver at all similar instances in future. A waiver, in order to be effective, shall be in writing and shall be expressed in clear terms. It is clarified that there cannot be any implied waiver of any rights available to a party under this Agreement, and any delay, neglect, failure or refusal of a party in enforcing its right shall not constitute a waiver of any rights available to such party.
- 14.5 Headings- The headings in this Agreement are for convenience only and shall not define or limit any of the terms hereof.
- 14.6 Assignment- NFL shall not be entitled to assign (in whole or in part) this Agreement or Order(s) or Supplementary Schedule or any of the rights or obligations of NFL, without prior written consent of Vendor, which consent may be given at Vendor's own discretion. Vendor shall have the right to assign (in whole or in part) this Agreement, Order(s), Supplementary Schedule, or any rights (including any part of the Lease Rentals that may be receivable under or pursuant to this Agreement) or obligations of Vendor. In such an event, NFL shall perform its obligations under or pursuant to this Agreement, relevant Order(s) or Supplementary Schedule qua such assignee.

ARTICLE 15 THE AGREEMENT

- 15.1 This Agreement contains the terms and conditions that will govern the acquisition of the Vehicle by Vendor, lease thereof to NFL and provision of Fleet Management Services for the Vehicles by Vendor. This Agreement shall be valid for **four** years and will be renewed as per the mutual consent between the parties on expiry of **four** years. Notwithstanding the termination or expiry of the Agreement, any Order(s) or Supplementary Schedule(s) in force at such time of expiry or termination will continue to be valid on terms indicated in this Agreement and in the relevant Orders or Supplementary Schedules, as the case may be.
- 15.2 NFL shall authorize separate Order(s) in relation to separate Quote(s) for the specific Vehicles that NFL desires to be leased to it and avail of the Fleet Management Services and each such Order, Quote and Supplementary Schedule shall constitute a separate agreement amongst the parties, in respect of the specific Vehicle. Such Order(s), Quote(s) and Supplementary Schedule(s) shall form an integral part of this Agreement.

ARTICLE 16 FORCE MAJEURE

- 16.1 This Agreement and its performance by Vendor or NFL is subject to Force Majeure.

ARTICLE 17 DEFINITIONS

- a. **"Book Value Recovery"** means the difference of amount received through the sale of the Vehicle by Vendor and the Outstanding Book Value of the Vehicle on the date of foreclosure.
- b. **"Outstanding Book Value"** means the outstanding investment value (inclusive of financed insurance and registration/road tax amount) of the vehicle any point of time as per the Book Value Chart computed as per annuity method (PMT Formula) and indicated by the Vendor.
- c. **"Contracted Boundary"** means the city limits within which the fleet management services can be availed by NFL as stipulated in the Tender document.
- d. **"Contracted Months"** means the number of months or part thereof for which the Vehicle is leased to NFL, as specified in the Tender document/ Quote/ Supplementary Schedule.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- e. **"Contract Start Date"**, subject to **Article 2.2**, means the delivery date of the Vehicle as specified in the Delivery Approval Form or Manufacturer/Dealers' vehicle invoice date + 2 days.
- f. **"Damage Waiver"** means waiving NFL's obligation to pay the difference in the amounts paid by the insurance company and that required to repair a damaged Vehicle subject to the conditions specified in **Article 2.2**.
- g. **"Designated Authorized Workshops"** means the auto workshops or any of them, designated by Vendor for the repair and maintenance of the Vehicle. Vendor reserves the right to add new workshops and/or remove workshops from the list of such Designated Authorized Workshops.
- h. **"Excess Kilometer Charge"** means the rate, which NFL has to pay for using the Vehicle over and above the "Contracted Kilometers".
- i. **"Fleet Management Services"** means the management and administration services specified in **Article 2.2** hereof.
- j. **"Force Majeure"** means any event that is not within reasonable control of a party (whose performance is affected by such event) including without limitation, insurrection, restraint imposed by the Government, act of legislative or other authority, war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God, that affects the ability of a party to perform its obligations as envisaged herein. Provided however, non-payment of amounts due from a party under this Agreement (for any reason) shall not be considered as an event of Force Majeure.
- k. **"Insurance Policy"** means the insurance policy for the Vehicle as specified in Article 2.2(b) hereof.
- l. **"Lease Period"** means the period of lease of the Vehicle as specified in Article 3.1 hereof.
- m. **"Vendor Driver's Manual"** means the manual issued by Vendor as may be amended by Vendor at its discretion, from time to time.
- n. **"Manufacturer Manual"** means and includes the manual(s) issued by the manufacturer/dealer of the Vehicle.
- o. **"Quote/ Supplementary Schedule"** means the schedule or schedules referred to in **Article 1.2** and Article 15, which specify the details with respect to the Vehicle.
- p. **"The Vehicle"** means the vehicle and each of the vehicles, specified in the relevant Order/ Tender document/ Quote/ Supplementary Schedule.
- q. **"Total Loss"** means total loss of the Vehicle as determined by the Insurance Company.
- r. **"Sale and lease back"** means taking over of an existing used vehicle at an agreed price and lease it back as per criteria specified by Vendor.
- s. **"Lease Rental"** means the consideration payable by NFL on lease of a vehicle together with the charges for fleet management services as defined in **Article 2.2** along with all applicable taxes and duties.
- t. **"Similar Work"** means Operating Lease/ Rental of the vehicles.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH AND YEAR ABOVE WRITTEN.

For **National Fertilizers Limited**

(_____)

Authorized Signatory
Seal

For **M/s** _____

(_____)

Proprietor / Authorized Signatory
Seal

Witness :

Witness :

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

1. Signature: _____

Name : _____

Address: _____

2. Signature: _____

Name : _____

Address: _____

1. Signature: _____

Name : _____

Address: _____

2. Signature: _____

Name : _____

Address: _____

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****Annexure I-C****SPECIAL TERMS AND CONDITIONS OF CONTRACT (STCC)****SPECIAL TERMS AND CONDITIONS****1.00 TIME SCHEDULE: -**

1.01 Validity for Rate Contract for **Hiring of Brand New vehicles on Operating Lease Rent Basis** shall be for a period of four years from the date of issue of work order/LOI, however it can be extended for a period of 1 year at the same rates, terms and conditions, at the sole discretion of NFL, which will be binding on contractor

2.00 SECURITY DEPOSIT: The Security Deposit together with EMD/Initial Security Deposit shall be 5% of the contract / Works order value. 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. 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.

Other terms and conditions relating to Security Deposit mentioned in the tender documents shall remain same / unaltered.

3.00 Measurement of executed jobs shall be done strictly as per units given in schedule of rates.

4.00 Multiple rates for single item shall not be admissible and the minimum rate shall be considered.

5.00 In addition to special terms and conditions, GTC shall form part of NIT and all terms and conditions of G.T.C. shall be applicable. However, in case of any difference in the special terms and conditions and GTC, the special terms and conditions shall be applicable.

6.00 If the contractor shall obtain a contract with NFL as a result of offering tenders through non bonafied methods of competitive tendering. Without prejudice to any other remedy, NFL reserves its right to adopt any or several of the following courses:-

i) Award parallel contract and/or

ii) Terminate the contract and/or

iii) Forfeit the earnest money and security deposit and /or

iv) To get the execution of contract for the remaining period at the risk and cost of the contractor and/or

v) De-list /Blacklist the contractor

7.00 Benefits of MSME shall be applicable as the contract falls under the category of "Service Contract".

8.00 PF & ESI shall not be applicable in this contract.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****Annexure-II****DECLARATION FORM-I**

(To be uploaded)

Ref. No:

Dated :

To,

DGM (Mech. & Civil)
National Fertilizers Ltd.
Nangal Unit

Subject : Tender No. _____ Name of the contract _____

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of “_____ (work)” at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing, of the Engineer-in-charge of M/s. National Fertilizers Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.

I / We agree to accept payment by ECS / EFT from your Bank. Details of my/our Bank A/c No. are as under:

Bank A/c No.	
Type of Account (Current A/c or Saving A/c)	
Name of the Bank	
Address of the Bank & Branch	
Branch Code:	
IFSC Code	

In case of acceptance of the tender by National Fertilizers Limited, I/We bind myself / ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection or claim to the forfeiture of the Earnest Money deposited with National Fertilizers Limited, Nangal Unit.

Thanking you

Yours faithfully

(Signature of Contractor/Tenderer with stamp)

Address: _____

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****ANNEXURE- III****DECLARATION FORM-II**

(To be uploaded)

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			
1	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 the right to reject the Tender or rescind the Contract, if such information is found incorrect.	YES / NO (If Yes, give the following details)		
		Name & Design. of the Employee	Place of Posting	Relation with the Employee
2	<u>P.F. Registration No.</u> of the firm / company to be indicated along with Documentary proof thereof.			
3	<u>PAN No.</u> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentary Proof thereof.			
4	<u>GST Registration No.</u> of the firm / company issued by GST authorities along with Documentary Proof thereof.			
5	<u>ESI Registration No.</u> issued by ESI Authorities along with documentary proof thereof.			
6	<u>MSME Registration</u> 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 photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.	Yes / No (If Yes, a Self-certified copy of registration certificate to be submitted) Mention the category i.e. Micro/Small/Medium		
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8	Name of the Firm			
9	Address of the Firm			
10	<u>Contactors' Details:</u>			
	a) Name of the Person:	a)		
	b) Mobile number / Landline Number	b)		
	c) Email	c)		
11	Power of Attorney 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.

Place: _____

Dated: _____

Signature of the Contractor/ Tenderer with stamp

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****ANNEXURE- IV****DECLARATION FORM-III**

(To be uploaded)

To,

DGM / (Mech. & Civil)
National Fertilizers Ltd.
Naya Nangal

Subject: Tender No. _____ Name of contract _____

Dear Sir,

1	<p><u>Undertaking</u></p> <p>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.</p> <p>b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us.</p> <p>c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled.</p> <p>d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.</p>
2	<p><u>Acceptance of Tender Conditions</u></p> <p>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.</p>
3	<p><u>For downloading the Tender Document from NFL's Website</u></p> <p>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 web site, we are hereby enclosing a demand draft No. _____ dated _____ of _____ (Bank) amounting to Rs.750/- (Rupees Seven hundred fifty only), in favour of National Fertilizers Limited, payable at Naya Nangal towards the cost of tender documents.</p> <p style="text-align: center;">OR</p> <p>We have deposited the tender fee through payment link provided on NFL's website (www.nationalfertilizers.com) as per the details mentioned in Annexure-I-A(2), and copy of the same is submitted in Envelop-I</p>
4	<p><u>Labour License (If applicable)</u></p> <p>The contractor shall obtain Labour License, 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, Naya Nangal before start of execution of contract work. Accordingly we hereby give undertaking that:</p> <p>“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 Hiring of Brand New vehicles on Operating Lease Rent Basis. from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to NFL, Naya Nangal before start of execution of contract work”.</p>
5	<p>I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents,</p>

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

	submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name.
6	I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of NFL
7	I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of NFL.
All the information filled herein and attached hereto are true to the best of my knowledge and belief.	

Thanking you

Yours faithfully

Signature of the Contractor/ Tenderer with stamp

Place: _____

Dated: _____

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

ANNEXURE - V

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 thereof 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)

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****PROFORMA FOR NOT BLACK LISTED, DEBARRED, DE-LISTED OR PUT ON HOLIDAY
ANNEXURE- VI****(To be uploaded)**

(An Affidavit in original on Non-judicial Stamp Paper of Rs.50.00 duly attested by Notary)

AFFIDAVIT

With reference to NIT No. _____ Dt. _____ of National Fertilizers Ltd., Naya Nangal for the work of _____. I, _____ S/o Sh. _____ R/o _____ do hereby solemnly affirm and declare as _____ (Proprietor / Partner / Authorized signatory of the firm) on behalf of M/s _____ as under :-

- i) That my / our firm / sister concern/ their associates etc. has not been Black listed, Debarred, De-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.
- ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.
- iii) That information furnished by me / us in respect of the above tender is true and correct and nothing has been concealed. In case any of the information is found to be false and /or incorrect at any stage, NFL shall be at liberty to take the necessary action as deemed fit.

DEPONENT

Dated: _____

VERIFICATION

It is certified that the above contents / facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place _____

Date: _____

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****ANNEXURE –VII****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 and Place of Business, etc.	<ul style="list-style-type: none"> • In case of sole proprietorship, the bidder shall submit affidavit on Non- Judicial stamp paper of Rs.50/- in original, notary regarding status / style of the business entity as per Annexure-XI • Partnership firm shall submit a copy of Partnership Deed attested by notary or certified by Magistrate. • Company shall submit a notarized or certified by Magistrate copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association. • Registered Society & Registered Trust shall submit Notarized or certified by Magistrate copy of the Certificate of Registration and Deed of Formation/MOA. <p>Note: The copy should be Notarized by a Notary Public or certified by Magistrate on or after date of issue of NIT</p>
	b) Affidavit as per Annexure-VI on Non-judicial paper in original for Not Black listed, Debarred, De-listed or put on holiday of firm c) Power of Attorney / Authorization	<ul style="list-style-type: none"> • Affidavit in original • The bidder shall submit Notarized or certified by Magistrate copy of Power of Attorney on Non-Judicial stamp paper of value Rs.50 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. <p>Note: The copy should be Notarized by a Notary Public or certified by Magistrate on or after date of issue of NIT</p>
2	a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No. b) Declaration / Disclosure regarding any relation(s) with employees of NFL, Downloading of tender forms from NFL website etc.	The bidder shall submit Declaration I, II & III with self-attested copy of related documents wherever required like i) PAN Card. ii) GST registration certificate iii) P.F Registration No. issued by PF Authorities. (Not Applicable) iv) ESI Registration No. issued by ESI Authorities, etc (Not Applicable)
3	The bidder should have successfully completed “Similar Works” with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.	The bidder shall submit self-attested copies of successfully completed Contracts / Work Orders and Completion Certificate (mentioning the contract period, executed value & date of completion) along with name, address & contact number of the issuing authority (end user) for at least one of the following:

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

	<p>Definition of “SIMILAR WORK”</p> <p>Similar works means “ Business experience of minimum three years in the business of leasing of vehicles.”</p>	<p>a) Three similar completed works/contracts each having annual executed value not less than ₹ 4.00 lakhs being the annualized amount equal to 40% of the estimated cost of work ₹ 40.04 lakhs. (inclusive of GST). OR</p> <p>b) Two similar completed works/contracts each having annual executed value not less than ₹ 5.00 lakhs being the annualized amount equal to 50% of the estimated cost of work ₹ 40.04 lakhs. (inclusive of GST) . OR</p> <p>c) One similar completed work/contract having annual executed value not less than ₹ 8.01 lakhs being the annualized amount equal to 80% of the estimated cost of work ₹ 40.04 lakhs. (Inclusive of GST).</p> <p>Copies of Work orders in support of the above with full technical scope of work & commercial details including purchase/work order value along with the completion certificate from the concerned organization (end user) regarding the satisfactory performance indicating the contract period, executed value and date of completion.</p> <p>In case party is not able to submit Performance certificate from End User, then party shall submit Name & address of the User plant and Name, phone. No. & email ID’s of all the concerned persons of User Plant. In that case, decision of NFL will be final.</p> <p>(In case, the work order / contract is for a period of one year or more than one year, relevant experience is to be taken for one year period. Accordingly, if period of the work order, for completed work, submitted by the bidder is more than one year then value of the contract shall be interpolated for one year.)</p>
4	<p>Average Annual financial turnover of the bidder during the last 3 years ending 31st March of the previous financial year should be at least ₹ 3.00 Lakh being the annualized amount equal to 30% of estimated cost of work for one year i.e. ₹ 40.04 lakhs.</p>	<p>Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c for the last three financial years ending on 31st March of the previous financial year. (i.e. FY 2020-21, 2021-22 & 2022-23)</p> <p>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, shall submit a statement certified by Statutory Auditor / practicing Chartered Accountant with UDIN as documentary evidence in support thereof.</p>
5	<p>Net worth of the bidder should be POSITIVE as on 31-Mar-2023.</p>	<p>Bidder shall submit a certificate indicating the net worth certified by statutory auditor/ practicing Chartered Accountant with UDIN as documentary evidence in support thereof.</p>

Signature of the Tenderer /
Contractor with stamp

NOTE:

- 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.

Name of the work: Hiring of Brand New vehicles on Operating Lease Rent Basis.

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 reworked 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 partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the 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 stamp

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

ANNEXURE-VIII

EVALUATION CRITERIA

1. The contract shall be awarded on Composite L-1 basis. However, in case, it is found that L-1 tenderer has quoted non-workable rates for one / more items due to which they become L-1, NFL reserves the right to reject such tender. This condition shall be applicable on next lowest tender (s) also.
2. If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
3. Tenderer are required to quote their rates of the respective item of work as per the "UNIT" of Item mentioned in the Schedule of Quantities. If it is found that the contractor has quoted his rates against a particular item(s) by changing the "UNIT", the such quoted rates of the contractor with the changed "UNIT" shall be ignored and treated as UNQUOTED RATE against that particular Item(s) and the tender shall be evaluated as Para 2 above.
4. The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website, In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening. However where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly. However revision in prices, if any, may be through Add-on / Reduction on account of change in terms / conditions and / or technical specifications w.r.t. original price bid submitted by all the eligible bidders before opening of original price bid. While evaluating the offers, the impact of add-on / reduction on the original price bid should be considered and no fresh revised price bid should be sought from bidders against the same tender.
5. If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.
6. The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed:-
 - a) When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
 - b) When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****ANNEXURE-IX****NATIONAL FERTILIZERS LIMITED
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. "The OWNER or NFL" means the NATIONAL FERTILIZERS LTD., incorporated in India, having its registered office at SCOPE COMPLEX, Core No-III, 7, Institutional Area, Lodhi Road, New Delhi-110003.

"Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.

"The Bidder" (including the terms "tenderer", "consultant" or "service provider") in certain context means any eligible person, firm or company participating in the tendering process.

"Notice Inviting Tenders(NIT)" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the owner, which informs the potential bidders that it intends to procure goods, services and/ or works.
2. The "ENGINEER-IN-CHARGE" shall mean the person designated as such by NFL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "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.
5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.
6. 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, Proforma or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by NFL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company. Contractor includes "Service Provider or Consultant" also.
8. The "CONTRACT" shall mean the Agreement between NFL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.
13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.
14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.
15. 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.
16. "ZERO DATE" shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier.
17. "GTC/GTCC" means General Terms & Conditions of Contract. "STC" shall mean Special Terms and Conditions of the contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTC. In case of any discrepancy or inconsistency between technical terms and conditions, special terms and conditions and general terms and conditions, the following order of preference shall be followed:
 - a) Scope of Work /Technical Terms and Conditions
 - b) Special Terms and Conditions
 - c) General Terms and Conditions (GTC/GTCC)

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****ANNEXURE-X****GENERAL TERMS & CONDITIONS (GTC/GTCC)**

- 1.1.0 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
- 1.2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job. All lifting tools & tackles are to be got tested under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.
- 1.3.0 Suitable accommodation will be provided for the contractor or his authorized representative on chargeable basis, if available, NFL may allot land for putting temporary Godown/ workshop for making storage, work site by the contractor, free of cost.
- 1.4.0 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 time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-incharge.
- 1.5.0 Sub-Contracting of the job will not be allowed without prior written permission of the owner (NFL). If sub-contracting is allowed by owner in full or part, the contractor shall be solely responsible for paying each Sub-Contractor and any other person to whom any amount is due from Contractor for services, materials or supplies otherwise related to the Work. Contractor shall take all reasonable steps and actions to ensure that such services have been or will be properly performed. owner shall not be deemed by virtue of the Contract to have any contractual obligation to or relationship with any Sub Contractor. The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- 1.6.0 **Payment of Taxes and Duties:**
- (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.
 - (2) The rates quoted for materials should be on F.O.R. basis and are inclusive of all taxes. No GST will be paid as extra.
 - (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.
 - (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. GST, as applicable for the work under the contract shall be reimbursed by NFL after GST Invoice is uploaded and submitted on GST portal through GSTR-1.
 - 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

Name of the work: Hiring of Brand New vehicles on Operating Lease Rent Basis.

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.
 - e) Any increase in GST rates during the delayed completion period shall be to contractor's account. However any decrease in GST rate during the delayed period shall be passed on to the NFL.
- (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.
 - (6) Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.
 - (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.
- 1.7.0 The rates quoted by the tenderer will be firm for the currency of the contract period including extension if any and will not be subjected to escalation irrespective of any increase what so ever.
Note: Where the contract is labour oriented, the escalation clause, if required, may be mentioned in the tender document.
- 1.8.0 The Tenderer should make a deposit of Rs. 50,000/- as Earnest Money and Rs. 750 as Tender Fees by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited, Nangal Unit" payable at Nangal / Naya Nangal or through payment link provided on our website (www.nationalfertilizers.com) and details to be indicated in Annexure-IV which is to be submitted in Envelop-I. The Earnest Money and Tender Fees shall not be accepted in any other form except specified. Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender will not be opened and it will be considered as rejected.

The EMD shall be forfeited and appropriated by NFL in regard to the NIT without prejudice to any other right or remedy to NFL under the following conditions:

- a) If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder.
- b) If the bid is varied or modified in a manner not acceptable to the NFL during the validity or agreed extension validity period duly agreed by the bidder.
- c) In the case of a successful Bidder, if the bidder fails to commence the work awarded to him or sign the Contract agreement in accordance terms of Contract.
- d) In the case of a successful Bidder If the successful bidder fails to furnish Security Deposit /Performance Guarantee in accordance terms of Contract.
- e) If bidder is delisted/debarred or blacklisted by NFL.

The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.

(1) Bid Validity:

The bid should be kept valid for acceptance for a period of 120 (one hundred twenty) days from the date of opening of tender/Technical Bid. A bid valid for shorter period may be rejected by the owner as being non-responsive.

Name of the work: Hiring of Brand New vehicles on Operating Lease Rent Basis.

Under the exceptional circumstances, prior to expiry of the original Bid validity period, the owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by E-mail.

In the event of owner seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended.

A Bidder agreeing to the request of owner seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly.

- 1.9.0 The following tenders will be liable to be rejected:
- Tenders submitted by Tenderer who resort to canvassing.
 - Tenders, which do not fulfil any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
 - Tender, which contain uncalled for remarks or any alternative additional conditions.
- (1) 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.
- 1.10.0 If the tenderer has relations whether by blood or otherwise with any of the employees of the NFL, the tenderer must disclose the relation 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. It shall also be certified by the tenderer that none of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).
- 1.11.0 The contractor may employ such employees/ labours as he may think fit and the employees so employed should be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of NFL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, NFL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payments on that account, NFL shall be reimbursed by the contractor for the same as also any other expenses costs and charges incurred by NFL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the contractor, NFL shall be entitled to claim, demand or compensation from the contractor in that event. NFL shall also be entitled to recover the aforesaid amount from the Contractor that may become due and payable to Contractor.
- 1.12.0 Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, Submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.
- 1.13.0 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.
- 1.14.0 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.
- 1.15.0 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 an item not mentioned in scope of work shall be final.
- 1.16.0 **Quantum of Job:**
Estimated value of work has been worked out on technical assessment / on the basis of job executed in past. NFL will not give any guarantee for minimum billing, minimum quantum of work during the period / currency of the contract.
- 1.17.0 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 a notice, if

Name of the work: Hiring of Brand New vehicles on Operating Lease Rent Basis.

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.

1.18.0 Validity of the Contract:-

The Contract shall remain valid for a period as specified in STC/NIT reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice to 7 days be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.

1.19.0 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, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division 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 other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, 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.

If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract by giving notice to the other party.

For delays arising out of Force Majeure neither NFL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.

1.20.0 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.

1.21.0 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 have to 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.**1.22.0 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.**

i) 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.

ii) 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.

1.23.0 Security:

The contractor shall deposit SD towards faithful performance of the contract.

Name of the work: Hiring of Brand New vehicles on Operating Lease Rent Basis.

The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / Works order value. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD.

The balance security deposit amount shall be recovered @ 7.5% from each running bill and the final bill so as to make the total security deposit at 10% of the Contract / Work Order Value. In case work is split between two or more parties, SD shall be submitted based on the value of split order.

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

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for a period of ___ 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 760 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 760 COV/IFN 767 COV.
- iv. Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

1.24.0 Period of Liability:

Defect liability period of works shall be for a period of one year or as specified in the NIT 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 % Departmental Charges plus applicable GST thereon , and the expenditure so incurred by NFL shall be adjusted towards the said Security Deposit and / or any other due lying with NFL.

1.25.0 Procedure for Measurement/Billing of work in progress:**a) Measurement and Billing:**

All measurement shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the Contractor's authorized agent, as per method outlined in the special, General Terms and Conditions of the contract. Such measurement will be got recorded in measurement book/sheet by the Engineer-in-charge or the authorized representative and signed in token of acceptance by the Contractor or his authorized representative. The Contractor will submit a bill in approved Proforma 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.

b) 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.

c) Completion Certificate/Final Bill:

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

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 Proforma with reference to total work covered by the contract such bill to be drawn up after 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 Final bill. Contractor shall also furnish "NO CLAIM CERTIFICATE" in the prescribed Proforma along with Final Bill.

d) Final Certificate:

Within fifteen days of the contractor's application made after the expiry of the period of defect liability provided for in clause 1.24.0 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.

1.26.0 **TERMS OF PAYMENT:**

- a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by NFL, complete in all respects.
Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of 10 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made with in a period applicable as per MSMED Act or payment terms as per NIT/WO, whichever is earlier.
- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches),Place of branch, Branch Code(IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.
- c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.
- d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS–GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.
- e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract 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:
 - i) 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.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- ii) 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.
- iii) Return of empty packing material, scrap and unconsumed material issued by NFL.
- iv) 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.
- v) 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.

1.27.0 Preservation of free issue material:

All materials issued to the contractor by the owner 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-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

1.28.0 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 on NFL rate +25% + All Taxes will be charged extra.

S No	PARTICULARS	SALVAGEABLE
A	STRUCTURE	2.5 %
B	PIPE	3.0 %

1.29.0 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.

1.30.0 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.

- a) Invoice price of gas.
- b) Rent for each Cylinder per day.
- c) Department charges.
- d) Cost of collection and return of empty Cylinder.

1.31.0 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.

1.32.0 Liquidated Damages (LD):

The time and date of completion of work as stipulated in the contract shall be deemed to be essence of the contract. In the event of work is not completed according to the time schedule, the contractor shall have to pay Liquidated Damages to the NFL at the rates of 1% of the total value of work for delay of every week or part thereof, subject to a ceiling of 10 % of the total value of the work plus applicable GST thereon. These Liquidated Damages shall be recovered from the RA/Final Bill of the contractor of this work, or from any other dues of the contractor against any other contract, or from any other dues of contractor lying with NFL.

1.33.0 Engineer-In-Charge:

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work.

The Engineer-in-charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.

1.34.0 **Jurisdiction:**

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of Competent authority civil jurisdiction in this behalf at Nangal and only the said courts shall have jurisdiction to entertain and try such action(s) and / or proceeding (s) to the exclusion of all other courts.

1.35.0 **Conciliation & Arbitration:****(i) For Indian parties**

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

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

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

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

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

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

The Seat and venue of Arbitration shall be at Nangal.

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

(ii) Arbitration for Foreign vendors / parties:

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Arbitration administered

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration rules of Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat and venue of Arbitration shall be at Nangal, Distt. Rupnagar (Pb.) , India.

The language of the Arbitration shall be English.

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

(iii) Arbitration for CPSES and Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (other than those related to taxation), such disputes or differences shall be taken by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22-05-2018.

1.36.0 Contractor to remove unsuitable employees:

The contractor shall on instruction of the Engineer-in-charge immediately remove from the work any person employed thereon 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.

1.37.0 Safety Regulation:

The contractor shall observe and abide by all fire and Safety 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.

For any default / accident / loss due to negligence of Contractor/ workers, the liability of Contractor shall be “Absolute liability”.

1.38.0 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/- with NFL within 15 days (Fifteen days) of receipt by him of the Letter of Intent. The agreement to be executed will be in Agreement Form specified by NFL. The cost of the Stamp Papers will be borne by the contractor. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties.

1.39.0 Bidder to acquaint himself fully

The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.

The Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.

Unless otherwise specifically stated in his bid, it will be assumed that all terms and conditions of NIT are accepted by the bidder without any reservations whatsoever.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

1.40.0 Payment for preparation of bid document

The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

1.41.0 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 Contractor of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated after written notice 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
- III. Persistently disregards the instructions of the Company in contravention of any provision of the contract.
- IV. Persistently fails to adhere to the agreed program of work.
- V. Sublets the work in whole or in part thereof without Company's consent in writing.
- VI. Performance is not satisfactory or work is abnormally delayed.
- VII. 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.
- VIII. Conceals any material information or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

(1) Consequences of Termination

If the contract is terminated by NFL for the reasons detailed under clause no. 1.41.1 of General Terms and Conditions due to default of the contractor:

- 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 plus 25% towards administrative cost, 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 or debar from participating in tendering process of NFL in all units / offices as per NFL's rules & regulations.

(2) Foreclosure:

If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work or to terminate the contract due to any reason including force majeure, regulations or ordinance of any government or for any reasons whatsoever, the Officer in Charge shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

Such foreclosure will be by 15 (fifteen) days' notice in writing and no claim / compensation shall be payable by the owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the contractor and acceptable to owner up to the date of termination.

1.42.0 Rights of owner

A unilateral stoppage of work by the Contractor shall be considered a breach of the contract and the owner reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available.

In the event the Contractor fails to fulfil his obligations under the contract, the owner shall have the right to get the work done by any other agency/own resources at the risk and cost of the Contractor.

1.43.0 Time Extension

If the Contractor requires any extension of time for completing the work under the contract, contractor must apply to the owner within seven days from the date of the occurrence of the event on account of which he desires such extensions and the owner may, if he thinks such request reasonable, grant such extension of time as he may think necessary.

The extension of completion date shall also be subject to the right of NFL to claim a reduction in prices on account of reduction in statutory duties / taxes etc. which may take place during the extended period of completion.

However, increase in prices during extended completion period on account of increase in statutory duties/taxes etc. admissible under this work order/contract may be considered only if extension is due to delay on the part of NFL .

Any extension of time given under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract. The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.

Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause (by way of Security Deposit), the Contractor shall immediately arrange to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition the contractor shall ensure that the Labour license,

Insurance policy are renewed from time to time at his cost during the extended period of contract till the completion of the project.

1.44.0 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 works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of contract and the owner shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

1.45.0 Intellectual Property Right

The Contractor shall fully indemnify NFL and all agents, servants and employees of the Company against any action, claim or proceeding relating to infringement or the use of any patent, trademark or design in respect of any article or part thereof included in the Contract. In the event of any claims being made or action being brought against the Company or any agent, or servant, or employee of the Company in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at his cost.

1.46.0 Contractor's Obligations (w.r.t. personnel deployed and labor related compliance):

a) The contractor shall be governed by and shall comply with the provisions of various applicable labour laws like

- (1) Contract Labour (Regulation & Abolition) Act 1970,
- (2) Payment of Wages Act 1936,
- (3) Employers Liability Act 1938,
- (4) Employment of Children Act 1938,

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- (5) Industrial Disputes Act, 1947,
 - (6) Factories Act, 1948,
 - (7) Minimum Wages Act 1948,
 - (8) Employees' Compensation Act 1923,
 - (9) Employees' State Insurance Act 1948, / the workmen's compensation Act 1923
 - (10) Employee Provident Fund & Misc. Provisions Act 1952,
 - (11) Maternity Benefit Act 1961,
 - (12) Payment of Bonus Act 1965,
 - (13) Payment of Gratuity Act 1971,
 - (14) Equal Remuneration Act 1976,
 - (15) The Punjab Labour Welfare Fund Act, 1965,
 - (16) Child Labour (Prohibition & Regulation.) Act, 1986,
 - (17) Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (BOCW) along with BOCW Welfare Cess Act 1996.
 - (18) The contractor shall be required to possess a valid license for engaging labour from state labour department.
 - (19) or any modifications thereof or any other law/ Code (s) relating thereto and rules made thereunder by the State / Central Govt. from time to time (The above acts are only illustrative and not exhaustive.)
- b) The contractor shall comply with all applicable Central, State statutes/ labour laws / codes / schemes including all other applicable statutory rules and regulations in force relating to the contract and keep NFL indemnified in respect thereof. The contractor shall, to the extent, he is liable, comply with & give all intimation/ notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay, indemnify NFL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded. In case of any violations, omissions, commissions, the consequence/s, if any, including the cost thereto shall be exclusively borne by the contractor and NFL shall have no liability whatsoever on this account.
- c) In case the contractor selected for award of contract does not have a PF code, He shall be required to obtain the same. The contractor shall timely apply and obtain requisite labour licenses & other requisite registrations/ licenses/ clearances from the concerned Authorities and submit a certified stamped copy of the same. Contractor shall ensure its uninterrupted continuity throughout the period of contract/ applicability.
- d) The Contractor shall depute only physically and medically fit 'adult' persons against the contract i.e. persons below the age of 18 years shall not be allowed to be engaged for execution of work. The contractor may employ such persons as He may think fit and the persons so employed shall be employees of contractor for all purposes and shall not be deemed to be in the employment of NFL for any purpose whatsoever.
- e) The Contractor shall pay wages directly to the persons employed by him under the Contract, within the stipulated period i.e. by 7th of the following month, by direct credit in his/her bank account through NEFT/RTGS or by way of cheque. The wage rates should not be less than the stipulated minimum wage rates notified by Appropriate Government from time to time with respect to the work performed/ rendered, without any discrimination on grounds of caste/ creed/ religion/ gender. Contractor shall also enrol/cover all eligible/ entitled personnel under EPF, EPS, EDLI, ESI, Labour Welfare Fund, & all the other applicable statutory Acts/ Codes/ schemes and ensure deduction & deposition of the requisite contributions – employee's as well as employer's - for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 21st of the following month in case of depositions under ESI Act).

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- f) The Contractor is also required to discharge all other statutory obligations including timely submission of reports, returns to concerned Authorities and maintain updated registers and records in prescribed proforma under all the various applicable statutes/ Labour Laws/Code(s) including the rules made thereunder enacted and/or amended by the Appropriate Government from time to time.
- g) The contractor shall on monthly basis submit a certified stamped copy of wage sheet besides documentary evidence in support of wage payment, deduction & deposition of EPF, ESI, Labour Welfare. The contractor shall also submit a certified stamped copy w.r.t. any other payment made/benefit extended by him towards fulfilment of his statutory obligations under applicable statutes and/or his contractual obligations towards NFL. Submission of these and other requisite documents/ records and proper maintenance and production of the same as when requisitioned by Authorities/ NFL has to be ensured for smooth clearance/ settlement of bills/payments.
- h) Contractor shall follow prescribed safety regulations & procedures and shall adhere with safe work practices.

1.47.0 Specifications and Drawings:

- (1) Adherence to Specifications and Drawings: The whole of the works shall be executed in conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for any loss to NFL.
- (2) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.
- (3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the NFL to the Contractor are deemed to be the property of NFL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the NFL on completion of the work or termination of the Contract.

1.48.0 Signing of "No Claim" Certificate:

The Contractor shall not be entitled to make any claim whatsoever against NFL under or by virtue of or arising out of this contract, nor shall NFL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the NFL in such form as shall be required by NFL after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

1.49.0 No contract or understanding in any way modifying the conditions of contract shall be binding upon either parties hereto unless made in writing and approved by both parties.

1.50.0 Indemnification:

The contractor shall have to furnish Indemnity Bond (as per format enclosed as Annexure-XVIII) for value of Rs.....towards the material being sent for repair (This Clause shall be applicable for repair of materials).

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

1.52.0 Integrity Pact:

In case of contract valuing Rs 1 crore and above, the Bidder(s) / Contractor(s) is required to enter into an "Integrity Pact" with the Principal i.e. NFL. The integrity Pact has to be signed by the Proprietor / Owner/ Partner/ Director or by their duly Authorised Signatory. In case of failure to return the Integrity Pact along with the offer/ bid, duly signed by the authority as mentioned above, will disqualify the offer/ bid.

1.53.0 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.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

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.

1.54.0 **Provident Fund:**

The provision of EPF & MP Act, 1952 and Rules scheme there under shall be applicable to the contractor and the employees engaged by contractor for the WORK. The contractor shall furnish the PF code allotment Letter issued by the RPFC Authority, before commencing the WORK. The Contract Labour employed by the Contractor 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% or as applicable 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 EDLI & administrative charges etc.

The Contractor must submit a statement in duplicate to Executing Deptt & HR Department 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.

Provident Fund Number:

- i) Contractor should have his own PF Account Number and shall be responsible to deposit the PF contribution in respect of workmen engaged by him.
- ii) 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.
- iii) Contractor shall submit Annual Return in respect of all the workmen engaged by them with concerned RPF authorities with copy to Executing Deptt & HR Department.
- iv) After submission of the return, the contractor shall arrange PF slips in respect of the Contribution, if issued by the RPF Authorities and will distribute to the concerned workers after intimation to the Executing Department and to Executing Deptt & HR Department.
- v) 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.
- vi) Employees Provident Fund Organization (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 Executing Deptt & HR Department for issuance of Certificate of Compliance (COC).

1.55.0 **Employee State Insurance (ESI)**

The contractor shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the contract and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.

The contractor shall at all times indemnify the owner against any claim which may be made under the ESI Act 1948 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.

In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being enforce, NFL is obliged to pay compensation to a Workmen employed by the Contractor for the

Name of the work: Hiring of Brand New vehicles on Operating Lease Rent Basis.

execution of the work, NFL will recover the amount of the compensation so paid from the Contractor's bill.

- a) The contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees' share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the Act. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and NFL will not bear any liability whatsoever on this account. Further, he will also indemnify NFL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- b) The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the contractor shall submit to NFL a copy of wages sheet as a proof of wages paid to the staff, challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. Contractor will also submit half yearly return of ESI.
- c) 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 at the rates applicable from time to time. Presently the rates effective from 01-07-2019 is 4% of the monthly wage bill, (Employers Contribution @ 3.25% & Employees Contribution @ 0.75 %), under intimation to executing deptt & HR Deptt.
- d) The contractor having ESI code other than Punjab/Himachal Pradesh should obtain ESI sub code of Punjab for the purpose of compliance in respect of deposit of ESI contributions of workers engaged by the contractor for execution of their contract work in NFL, Nangal.
- e) It shall be responsibility of the Contractor to ensure Registration within 10 days and issue of ESI cards to the workmen engaged by him, for availing medical facilities by the beneficiaries.
- f) It shall be responsibility of the Contractor to submit ESI Return to the statutory authorities under intimation to executing Deptt & HR Deptt.
- g) 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.

1.56.0 Payment of Minimum Wages:

The Contractor shall be required to pay minimum rates of wages to his contract workers as fixed and revised by the Appropriate Authority i.e. Central Government/State Government as applicable from time to time under the Minimum Wages Act, 1948. The wages of the workers are to be paid by the contractor in accordance with the rates of wages as notified by Central Govt./State Govt. whichever is higher from time to time.

The Contractor shall pay wages, within the stipulated period, to the persons employed by him under the Contract, wages at rates not less than the stipulated minimum wages in accordance with the notification issued by Appropriate Government from time to time with respect to the work performed/ rendered, without any distinction of caste/ creed/ religion/ gender and also ensure to deduct and deposit the applicable contributions - employee as well as employer w.r.t EPF, ESI, and other applicable contributions with the concerned Authorities/ department within the due date. Clearance / settlement of RA bills/ payments of the contractor will be subject to submission of documentary evidence w.r.t. the statutory compliances to the satisfaction of the NFL.

1.57.0 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 of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.

The contractor shall pay all the wages only by cheque or by crediting the wages in his/her bank account through NEFT/RTGS.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- 1.58.0 If at any time, it is noticed or it comes to the knowledge that the payment to the labour employed by the contractor is not made in accordance with the Minimum Wages Act, NFL shall reserve the right to take remedial action to regulate the payment.
In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then in terms of Section 21 (4) of CLRA Act, NFL shall make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor. Besides, 10% of the amount so paid by NFL shall be deducted / recovered towards departmental charges from the bills/amount payable to Contractors.
- 1.59.0 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.
- 1.60.0 The contractor shall comply with all Central, State laws and rules relating to the contract. The contractor shall, to the extent he is liable, comply with & give all notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay and indemnify NFL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded.
- 1.61.0 **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 online. 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. The proof of deposit of Labour welfare fund to executing Deptt & HR Deptt
- 1.62.0 The contractor may employ such employees/ labours as he may think fit and the employees so employed should be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of NFL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, NFL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payments on that account, NFL shall be reimbursed by the contractor for the same as also any other expenses costs and charges incurred by NFL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the contractor, NFL shall be entitled to claim, demand or compensation from the contractor in that event. NFL shall also be entitled to recover the aforesaid amount from the Contractor that may become due and payable to Contractor.
- 1.63.0 **Labour License**
The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under as amended from time to time. The contractor shall obtain Labour License, if 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, Nangal before start of execution of contract work. The bidder should submit an undertaking under Annexure-IV.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- 1.64.0 It is understood by the contractor that in the event of any losses /damages caused to the owner (NFL) due to the reasons whatsoever within his control and the same losses/damages are approved, the contractor has to make good all the consequential damages/losses to the owner without any protest and demur. The damages/losses shall be apart from other claim damages to which the owner is entitled under the contractor or in the course of Law.
- 1.65.0 Contract shall also indemnify NFL for any loss, damage suffered by NFL due to any default or action or inaction or commission or omission or failure on the part of contractor / his workers or any person of the contractor's company
- 1.66.0 The contract shall ensure that all formalities ,permission licenses required be completing / complying under existing laws of India and amendments thereof time to time for and in connection with contract including engagement / employment of labourers
- 1.67.0 **MSMED Act:**
- i. The Procurement Policy for Micro and Small Enterprises, 2012 has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy are available on the MSME website. This policy is also applicable to procurement of Services.
 - ii. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises
The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 shall not be applicable on Works Contracts.

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

Annexure-XI

PROFORMA FOR PROPRIETORSHIP

(An Affidavit in original on the stamp paper of Rs. 50 duly attested by notary)

I, _____ S/o Sh. _____ resident of _____ do hereby solemnly affirm and declare as under:

That on _____ (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s _____ is a sole proprietorship firm.

That I am the sole proprietor of the firm named as _____ situated at _____ (full address of firm with pin code).

That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and NFL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

VERIFICATION

Verified that the above contents of my affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place _____

Date: _____

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

ANNEXURE-XII**PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. "Beneficial owner" for the purpose of above (4) will be as under:
 - i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
7. Submission of certificate in bids:
Bidder shall submit a certificate in this regard as **Form-I**. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
9. **PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**
The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at **Form-II**

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

Form-I
UNDERTAKING ON LETTERHEAD

To,
M/s NATIONAL FERTILIZERS LIMITED
NANGAL UNIT

SUB: TENDER NO:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (Name of Bidder) is:

iii. Not from such a country []

iv. If from such a country, has been registered [] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s_____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name: _____
Designation: _____
Seal: _____

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s NATIONAL FERTILIZERS LIMITED

NANGAL UNIT

SUB: TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (Name of Bidder) is:

- (i) Not from such a country []
(ii) If from such a country, has been registered [] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)
(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s _____ (Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s _____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name: _____
Designation: _____
Seal:

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****ANNEXURE-XIV****PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT**

(On Stamp Paper issued in the Name of the Bank)

Guarantee No..... Dated.....

In consideration of the National Fertilizers Limited, a Company incorporated under the Indian Companies Act and having its registered office at SCOPE Complex, Core- III, Institutional Area, Lodhi Road, New Delhi 110 003 (hereinafter called "NFL ") having agreed to advance a sum of Rs.....

(Rupees..... only) to M/s..... (Hereinafter called "CONTRACTOR") as.....% advance against WORK ORDER No..... Dated..... for Rs..... (Rupees..... only). We, (Bank), having its registered office at (Hereinafter referred to as the "BANK") do hereby undertake to pay immediately on demand by NFL an amount not exceeding Rs..... (Rupees..... only) [i.e. Rs..... as Principal Amount and Rs..... as Interest for Months]. NFL can demand, against this Bank Guarantee, only an amount equivalent to an amount not adjusted by NFL against the supplies by the contractor as per the WORK ORDER.

1. Bank do hereby undertake to pay the amounts due and payable under this guarantee without any protest or demur immediately on a demand by NFL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable and the Bank will make the payment immediately without referring to CONTRACTOR.
2. The Bank further agrees that the guarantee herein contained shall remain or shall be released to the CONTRACTOR when the deliveries are completed or advance made towards works are fully adjusted bill of deliveries with earlier certification by NFL.
3. We(Bank) further agree with the NFL that NFL shall have the fullest liberty without the Bank's consent and without effecting in any manner or obligations hereunder to vary any of the terms and conditions of the Work Order or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NFL against the Contractor and to forebear or enforce any of the terms and conditions relating to the Work Order No..... dated..... and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the Contractor or for any forbearance, act or omission on the part of NFL or any indulgence by the NFL to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving Bank.
4. We(Bank) further agree that it shall not revoke this guarantee during its currency of Guarantee except with the previous consent of NFL in writing.
5. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL.
6. We(Bank) agree to extend the validity of the guarantee for the period(s) as asked for by M/s
7. Notwithstanding anything contained herein before, our total liability under this guarantee is restricted to Rs..... (Rupees..... only) and shall remain in force until..... unless a demand or claim to enforce a claim under this guarantee is made against us in writing on or before the date i.e..... all rights of NFL, under this guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities hereunder.

Dated:..... Bank.....

(Corporate Seal of Bank)

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****ANNEXURE- XV****SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT**

(To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core -III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi -110003, India (Hereinafter referred to as "Owner") which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated _____ (hereinafter called CONTRACT) entered into between National Fertilizers Limited and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs. _____.

CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfilment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

The decision of the Owner as to whether the terms and conditions of this Security Deposit- cum-Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. _____.

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum- Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum- Performance Bank Guarantee will remain in force initially upto _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL (owner).
8. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ day of _____ 202_

(Indicate the name of the Bank with stamp)

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****ANNEXURE- XVI****BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD**

In consideration of National Fertilizers Limited (NFL), having its registered office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003 (hereinafter called "NFL" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt _____ (hereinafter called the, the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no. _____ for _____ hereinafter called "the said tenderer" of such bid security deposit for the due fulfilment by the said tenderer(s) of the terms and conditions contained in the said tender for on production of bank guarantee for Rs. _____ (Rupees _____ only).

1. We _____ Bank hereinafter referred to as 'The Bank' do hereby undertake to pay to 'NFL' an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us.
2. We _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of „NFL“ under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of NFL certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ to include 3 months claim over and above the period mentioned in the paragraph for the validity of the Bank Guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.
4. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL.
5. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated _____ day of _____ 202_

Corporate Seal for Bank

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.****Annexure-XIX-B****INSTRUCTIONS TO BIDDERS (ITB) on GeM Portal****Mode of Tendering:**

- 1.0 National Fertilizers Limited, Naya Nangal Unit intends to Line up contract _____ by inviting Bids through GeM portal under Two part bid system.
- 2.0 In the GeM process, Offers are required to be submitted electronically in place of offers in 'Hard Copy under Sealed Envelope' as is being done conventionally. Tender Submission, Tender Closing and Opening activities will be done electronically and online.
- 3.0 The NIT will be posted on GeM Portal <https://gem.gov.in> from where Bidders will be able to download the tender documents free of cost for participation in the tender and submit their bids online.
- 4.0 Bidders shall visit the URL i.e. <https://gem.gov.in> for downloading of tender documents, bid preparation, bid submission etc. .
- 5.0 No oral, email, telephone, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- 6.0 For queries regarding GeM process, you may contact GeM helpdesk. Contact details are as under:
Name & Address of the Consignee/Unit:
Dy. General Manager (M&C)
National Fertilizers Limited, Nangal Unit, Naya Nangal-140 126, Distt: Rupnagar (Punjab)
- 7.0 This NIT/Enquiry is also available on our Company's Website <https://www.nationalfertilizers.com> for reference purposes. However, tenders will be submitted online on our E-Tender Portal <https://gem.gov.in> only.
Basis of Contract Finalization:
- 8.0 The contract shall be finalized on '**L-1**' basis among the technically eligible tenderers. In case of Multiple L-1 bidders, final bidder will be selected through GeM Run L-1 feature.
- 9.0 NFL's Right in this tender:
9.01 NFL reserves the right to negotiate with the lowest bidder at its sole option. In such case, the negotiations shall be held with the lowest bidder only at NFL Nangal and prior intimation shall be given by NFL to such bidder
9.02 NFL reserves the right to reject or accept any tender without giving any reason.
- 10.0 For queries regarding GeM process, you may contact GeM helpdesk. Contact details are as under:
- | | |
|--|--|
| GeM Helpdesk (For Vendors) | |
| Toll Free Numbers (Inbound): Call 1800-419-3436 / 1800-102-3436
(9:00 am - 10:00 pm Mon to Sat) | |
| Helpdesk Outbound No: 07556681401, 07556685120, 01169095625 | |
- 11.0 **National Fertilizers Limited, Nangal Unit (For Tender details) i**
- | | |
|----|--|
| i. | Name: Rajnish Kumar, Manager (Mechanical, MPC). Contact No: 9896018616
Email: rajnishksingh@nfl.co.in |
| ii | Name: J L Ramle, Sr. Manager(Mechanical),
Contact No: 9417358223
Email: jlramle@nfl.co.in |
- 12.0 **Name & Address of the Consignee/Unit:**
Dy. General Manager (Mechanical & Civil)
National Fertilizers Limited, Nangal, Distt: Rupnagar (Pb.) PIN-140126
- 13.0 This NIT/Enquiry is also available on our Company's Website <https://www.nationalfertilizers.com> and Central Public Procurement Portal <https://etenders.gov.in> for reference purposes. However, tenders will be submitted online on our E-Tender Portal <https://gem.gov.in> online.
- NFL Nangal CIN No. – L74899DLI974GOI007417

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

Annexure-XXII

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. _____ dated _____ for the Work of _____
_____.

We have received the sum of Rs. _____ (Rupees _____
_____ only) in full and final settlement of all the payments due to us under the above mentioned contract agreement, between us and National Fertilizers Limited (NFL). We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against NFL, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Your's faithfully,

Signatures of
Contractor or officer authorized to sign the contract documents
On behalf of the contractor
(Company stamp)

Date:

Place:

Name of the work: **Hiring of Brand New vehicles on Operating Lease Rent Basis.**

Annexure-XXIII

CISF GATE PASS CLEARANCE

Certified that M/s. _____ have deposited gate passes issued against work order No. _____ dated _____ for _____ (Name of the work). All gate passes have been deposited by the contractor. Nothing is outstanding against this party as far as this work order is concerned.

Seal & Signature of the CISF Authority