

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

Hiring of Canter Tata-407 on round the clock basis for CISF Duty in NFL Panipat (2022 or later model) for a period of two years.

1. EMD & Tender fees: Tenderer shall submit EMD of Rs. 50000/- & Rs. 750/- as tender fees in the manner as specified in clause NO. 1.8.0 of GTC. Tenders may claim the exemption of EMD and Tender Fee on submission of valid MSE's registration for the tendered services from Udyam portal only.
2. Validity of Contract: The contract shall remain valid for a period of 2 years which can be extended on the same rates, terms and conditions for period of 3 months at the discretion of NFL.
3. Defect Liability Period: As per the nature of contract/work, there is no guarantee/defect liability period for the work in terms of Clause No. 1.24.0 of the GTC. However, the Security Deposit of the contractor will be released after three months from the date of satisfactory completion of contract and clearance from HR Deptt.
4. The contractor will supply Canter Tata-407 to NFL within 15 days from the date of issuance of Letter of Intent (LOI). The model of vehicle must be 2022 and above. The vehicle should also have a roof of canvass/hood with two steps on rear for boarding on the vehicle. The vehicle supplied should have comprehensive insurance. NFL shall not be responsible for any damage/injury whatsoever to the driver/vehicle or third party.
5. The vehicle will be used by CISF Unit NFL, Panipat for local duties such as patrolling, pick-up van, security duties and other misc. duties. Further, the vehicle can also be sent for outstation duty depending upon requirement. However, no extra charges shall be paid for outstation journey.
6. The tenderer shall be paid lump-sum monthly charges for supplying the Canter Tata-407. The rates quoted will remain firm and valid for a period of two years.
7. The contractor will be allowed to get his vehicle serviced once in a month in consultation with CISF/NFL. However, contractor has to make arrangement of alternate vehicle of equivalent capacity during the absence of Canter. In case the contractor fails to supply the alternate vehicle during the absence of Canter, rental charges for the period of non-availability of the vehicle shall be deducted on pro-rata basis. Besides, re-imbursment of diesel charges for to and fro journey from CISF Unit to Service Centre, as per the Log Book, will not be made to the contractor.
8. The rates to be quoted by the party should be inclusive of all the taxes, duties, levies and fee but excluding GST. The road tax, passenger tax, charges of passing of vehicle/pollution certificate, permit fee, insurance charges, whatsoever, payable in consideration of the trade or otherwise for or related thereto shall be at the cost of the Contractor. However, the GST, if applicable, shall be reimbursed to contractor extra as stipulated in clause No. 1.6 of GTC.
9. All the documents relating to valid Registration Certificate, Driving license of all drivers, road tax, passenger tax, pollution certificate, permit fee, insurance etc. should be complete in all respects before the vehicle is supplied and photocopy of the same shall be submitted by the contractor to NFL before start of the work. The original documents must be available with the driver in the vehicle at the time of journey. The vehicle will not be allowed to enter the factory premises without any of above mentioned documents.
10. The contractor shall always ensure that:-
 - (a) Tyres of Canter Tata 407 are in good condition and have good grip.
 - (b) Canter Tata 407 has good Breaking System.
 - (c) Head Lights and Tail Lights are in good working condition.
11. The Contractor himself shall arrange diesel and charges of the same will be reimbursed @ as fixed by the Govt. from time to time. However, the Contractor will provide documentary evidence in support of prevailing rates of Diesel in Panipat City. Diesel charges shall be reimbursed by taking average of 08 Kms per Ltr. The rate of Diesel is Rs 89.33 per Litre as on 02-02-2024. The running & maintenance cost including Mobile Oil etc. shall be the responsibility of the contractor, for which no extra payment shall be made by NFL.

12. In case of increase / decrease in diesel price during contract period, NFL shall revise the fuel rates by considering average diesel consumption @ 08 kms. per litre of Diesel and will be determined as under :-

Revised Price of Diesel

8Kms

13. The contractor shall ensure that the vehicle has sufficient fuel and at no time the Driver will be asking for finance from the Officer/users for refilling of fuel, parking charges, toll tax or any reason whatsoever. For refilling of fuel, the contractor shall make the arrangement for fuel at the Diesel Pump nearest to the place of duty/NFL, Panipat.

14. Parking Charges / Toll Taxes paid by the Contractor as incidental to specific journey (ies) performed for NFL's purpose shall be reimbursed by NFL on production of documentary proof/receipt along with bill.

15. The speedometer of the vehicle must be in working condition all the time. NFL reserves the right to get the speedometer of the vehicle checked or calibrated at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be accordingly adjusted. In case, it is found that the contractor has installed some instrument in the vehicle/Canter to inflate the meter reading, action may be taken for termination of the contract besides delisting/blacklisting of the contractor and consequently the payment against unpaid bills/security deposit etc. will stand forfeited.

16. In case of non-availability of requisitioned car/vehicle, it will be responsibility of the contractor to provide equivalent or upgraded model, 2022 Model or above at the same rate, with the prior consent of NFL.

17. The Contractor will depute sufficient no. of drivers for 24 hours duty daily on Canter Tata-407 to ensure of statutory requirements as per Factories Act-1948. The Driver(s) to be deployed on the Canter Tata-407 must fulfil the following conditions:

i. He should have valid Driving License to drive the Canter Tata-407, as the case may be and have adequate working experience of driving and well conversant with the traffic rules.

ii. He should have proved track record of driving without any challan on account of violation of any traffic rules/provisions of the Motor Vehicle Act.

iii. If the driver has been challenged more than twice for traffic offences, he should have proper authority from the Transport department of the concerned State Govt. to drive the vehicle.

iv. He should not be drug/alcohol addicted and must be free from use of any type of intoxicants.

v. He should have Good moral character and must be well behaved and neatly dressed.

vi. He should be well conversant with roads and routes. He should have adequate knowledge of Hindi & English Languages.

vii. During duty hours, if the driver is found to be indulged in any unlawful activity, NFL shall be at liberty to take necessary action against the Driver / Contractor.

viii. Driver(s) should have good vision and should not be night/coloured blind. The Driver(s) will be required to undergo yearly medical check-up including eye-check for good eyesight and Eye Testing Certificate will be submitted by the contractor. No expenditure on this account shall be borne by NFL.

18. The Contractor shall verify the antecedents of the driver(s) & get Police Verification before deploying them on duty. Further any change of driver shall be allowed with the prior information of NFL.

19. The contractor shall assign the job of driving of hired vehicle only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as the material, while running the vehicle by ensuring safe driving. NFL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant section under IPC and any loss caused to NFL/CISF will have to be compensated by the contractor.

20. If the contractor awarded the subject work order, then he has to give complete address of his office & residence with phone Nos. & Email ID for communication. The contractor shall provide mobile No. to the driver on duty & the same may be handed over to next driver on duty on the Canter Tata-407 & no

change in mobile No. is allowed during the currency of the contract. The same mobile No. should always be with the driver on duty.

21. The personnel engaged by the contractor are subject to security check by the CISF staff at any time within NFL factory premises.
22. The contractor shall be fully responsible for theft, burglary, fire or any mischievous deed done by his staff.
23. Misbehavior of the Drivers will be viewed seriously and NFL shall reserve the right to impose any penalty as per clause No. 37 of STC. The contractor, on the instruction of Officer-in-charge, shall immediately remove such driver whosoever misbehaves or cause any nuisance. Such person shall not be again employed or allowed to drive the vehicle without the prior written permission of the Officer-in-charge.
24. The contractor shall be responsible for compliance with all the obligations and restrictions imposed under the Motor Vehicle Act, 1989 and rules made thereunder and amended up to date and applicable during the period of contract.
25. The vehicle along with the documents such as Registration Certificate, Road Tax paid, statutory insurance etc. and license of the driver/s will be subject to inspection by NFL from time to time.
26. The Contractor will be entirely responsible for keeping the vehicle in neat & clean and road worthy condition and also for all legal and statutory liabilities including payment of taxes, permit, pollution certificate, insurance for the staff etc.
27. It will be the responsibility of the Contractor's/driver(s) to get the Log Book completed after every journey and get it signed from the In-charge/user of the vehicle. The Log Book will be supplied by NFL. No over-writing/cutting in the Log Book is allowed. No payment shall be made for incomplete or unsigned Log Book/s.

28. **PAYMENT TERMS:**

a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by NFL, complete in all respects.

Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of 5% security deposit/deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made with in a period applicable as per MSMED Act or payment terms as per NIT/WO whichever is earlier.

b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches),Place of branch, Branch Code(IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.

c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.

d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS–GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.

(e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.

(f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.

(g) In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:

1. Payment of final bill will be made to the contractor after submission of certificate from CISF Gate that all the gate passes issued to the labourers of the contractor have been returned alternatively no objection certificate may be provided from CISF.
2. The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.
3. Return of empty packing material, scrap and unconsumed material issued by NFL.
4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.
5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against any such claim/demand made in future.

(h) **MSME vender payment through TReDs:**

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

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

The detail of RXIL contact person is as below:

Contact Name : Mr. Prajay Shukla

Contact No : 8090051171

E-mail id : prajay.shukla@rxil.in

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

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

29. Income-tax @ 2% or on prevailing rates will be recovered from Contractor's Bill as per provisions of the Income-Tax Act and its amendment from time to time. T.D.S. certificate shall be issued for which the contractor shall intimate us his Permanent Account Number of Income Tax.
30. Driver(s)/personnel engaged for rendering the services shall be the employee of the Contractor for all intents & purposes and shall have no claim/right on NFL. The Contractor shall ensure that all the formalities required to be completed under the existing laws of the India for and or in connection with engaging/employment of laborers have been fulfilled. NFL shall be under no obligation to accept/admit any claim in this behalf.
31. Payment of Wages to the drivers deployed on the Canter Tata-407 shall be made through ECS or cheque only.
32. It is the responsibility of the contractor to maintain regular record/register for the persons working under them viz. name, age, address, identification, attendance, payments etc. as required under the

Wages Act for submission to Govt. on demand. Contractor would comply with the labour laws, statutory regulations and rules framed there-under. NFL shall be under no obligation to accept/admit any claim in this behalf.

33. Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night stay allowance to his personnel that might become applicable under any Act or Order of the Govt. NFL shall have no liability whatsoever in this regard. The contractor shall indemnify NFL against any/all claims which may arise under the provisions of various Acts, Government Orders, etc.
34. The Contractor will submit an undertaking/Certificate with the bill(s) that he has complied with the provisions of all statutory enactments relating to labour license, The Minimum Wages Act, The Payment of Wages Act, 1936, The Contract Labour (Regulation & Abolition) Act, 1970, The EPF & Misc. Provisions Act, 1952, The ESI Act, 1948 etc. and also Income Tax, GST and Commercial Tax.
35. The Canter /vehicle should be covered under Comprehensive Insurance. In circumstances, the hired Canter Tata-407 is involved in an accident, resulting in loss or damage to property or life with respect to vehicle, driver, passenger or any third party, as per liability under relevant Sections of the Motor Vehicle Act, 1989 and IPC, NFL shall have no responsibility whatsoever and will not entertain any claim in this regard under the said provision of law. The sole responsibility of any legal or financial implication, would vest with the contractor.

36. **SECURITY DEPOSIT:**

The contractor shall deposit SD towards faithful performance of the contract. The Security Deposit together with EMD/Initial Security Deposit shall be 5% of the contract / Works order value excluding GST. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD.

The balance security deposit amount shall be recovered @ 2.5% from each running bill and the final bill so as to make the total security deposit at 5% of The Contract/Work Order Value excluding GST. In case work is split between two or more parties, SD shall be submitted based on the value of split order.

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

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of 27 months (contract period plus defect liability period) plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor.

The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details:-

- (i) IFN 76 COV for issuance of bank guarantee
- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 COV.
- (iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

37. PENALTY:

i. The vehicle supplied must be in good working condition. If the contractor fails to provide vehicle due to any reason within the stipulated period as mentioned above or in case of non-acceptance of vehicle by NFL due to non-fulfilment of the above requirements, the contractor shall have to pay a penalty to NFL @ Rs. 0.5% of the total value of the work for delay of every day or part thereof subject to a ceiling of 10% of the total value of the contract (excluding payment for diesel).

ii. In case of break down / servicing / repair of vehicle, the Contractor shall provide alternate vehicle immediately but not later than one hour. In case, the Contractor fails to provide the vehicle within the stipulated period or his services are not found to be satisfactory at any occasion during the period of contract, NFL shall be at liberty to make alternative arrangements at his risk and cost. Any excess expenditure incurred on this account shall be deducted from Contractor's bills/security deposit and a penalty of Rs. 500/- per occasion/default per day would also be imposed besides non-payment of usual charges.

iii. During the contract period, if the vehicle is seized/detained/impounded by Police/Transport Authority/Any other Agency for any reason whatsoever, it will be at the sole risk/responsibility of the Contractor. However, contractor will have to provide alternate equivalent model of vehicle immediately till the vehicle is released, failing which alternate arrangements would be made by NFL at the risk and cost of contractor and the excess expenditure incurred on this account shall be deducted from Contractor's bills/security deposit along with a penalty of Rs.500/- per day would also be imposed besides non-payment of usual charges.

iv. The driver on duty will not leave the place of duty without prior permission of Officer-in-charge/user(s). Even at the time of break-down of vehicle on duty, the driver shall inform Officer-in-charge/ user of vehicle before leaving the duty place. If the driver leaves the place of duty without prior permission of Officer-in-charge/user(s), penalty @ Rs.500/- per occasion/ per default will be charged.

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

The job/contract is Non - split able/dividable. MSE quoting nearest price within price band of L1+15% may be allowed full/complete job/contract of total tendered value subject to bringing down their price to L1 in a situation where L1 price is from someone other than MSE, considering spirit of Public Procurement Policy for MSEs, Order-2012 for enhancing the Govt. procurement from MSE. Being the spirit of the said Govt. Policy, the L1 Non-MSE party shall accept the same and no representations on their part whatsoever should be entertained by NFL. Party registered under MSMED Act will provide copy of Registration Certificate along with NIT.

39. Applicability of Taxes:

- a) NFL shall pay GST as per provisions of GST Act, Clause No. 1.6.0 of GTC shall be applicable.
- b) TDS @ 2% shall be deducted as per provisions under GST Act in case taxable contract value services/goods or both are more than Rs. 2.50 lakh.

40. CONCILIATION & ARBITRATION:

(i) FOR INDIAN PARTIES

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

A written notice shall be given by the contractor invoking arbitration to National Fertilizers

Limited through Designated Authority (CMD / Functional Directors/ Unit Head), which may be specified as per contract value (Ref : CO Legal circular no. NFL/CO/Law/979 dated 2-3-2020)

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

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

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

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

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

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

41. The contract shall be further subject to General Terms & Conditions (GTC) of Tender Documents and all the relevant provisions of GTC shall also be applicable.

42. If the monthly EPF wages of a contractual worker exceed Rs 15,000, the employer's contribution shall be limited to Rs 15,000 or the wage rate as notified by the Government from time to time.

43. If the monthly ESI and Bonus amount of a contractual worker exceed Rs 21,000, the employer's contribution shall be limited to Rs 21,000 or the wage rate as notified by the Government from time to time.

44. i) **The rates quoted by the contractor will be firm during the currency of the contract and shall not be subjected to escalation irrespective of any increase what so ever except any increase in minimum wages as notified by Govt of Haryana/Central Govt. whichever is higher.**

Present minimum wage at the time of uploading the NIT is Rs. 734/-day wef. 01-04-2024.

ii) The above shall be linked with the manpower deployed as per the wage sheet of that particular month.

iii) The enhanced payment shall be released only after receipt of proof of payment of enhanced wages/arrears to the workers. The contractor shall deposit PF/ESI as per wage sheet of that particular month.

45. The Tender shall be addressed to Chief Manager(HR) National Fertilizers Limited, Gohana Road, Panipat, Haryana, 132106

46. Successful party should be required to submit the agreement required as per tender document on the Non-Judicial Stamp Paper of the appropriate value which will be applicable at the time of its execution in the State of Haryana.

(Signature of the Tenderer with seal)

Name _____

Address: _____

Mobile NO. _____

E-mail _____