

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

Hiring of Tata Winger Ambulance/Force Travel Ambulance/Force Trax Ambulance (Model 2022 or above Diesel Fuel based only) fitted with stretcher, Oxygen Cylinder, Emergency Alarm, First-Aid Box etc. along with Drivers on round-the-clock basis for Medical Duty for a period of two years.

1. EMD: Tenderer shall deposit EMD of Rs. 50,000/- in the manner as specified in clause No. 9.0 of GTC. Tenders may claim the exemption of EMD on submission of valid Udyam MSE's registration certificate for the tendered services.
2. Validity of Contract: The contract shall remain valid for a period of two years and clause No. 19.0 of GTC shall be applicable. However, the contract can be extended on the same rates, terms & condition for a period of three month at the sole discretion of NFL Management. Similarly, the contract can also be short closed including curtailment of the man power in the contract any time during the currency of the contract by giving one month's notice at the discretion of management.
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. 25.0 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 Ambulance Tata Winger Ambulance/Force Travel Ambulance/Force Trax Ambulance (Model 2022 or above Diesel Fuel based only) to NFL, Panipat within 15 days from the date of issuance of Letter of Intent (LOI/WO). The Ambulance should be fitted with equipment's such as Oxygen Cylinder, Breathing Apparatus and Stretcher for patient, Emergency Alarm, First Aid Box etc. The Medicine for First-Aid-Box shall be supplied by NFL from time to time. The Ambulance supplied should have comprehensive insurance and should be first hand & registered in the name of tenderer as Ambulance under MVA. NFL shall not be responsible for any damage/injury whatsoever to the Driver/Ambulance or third party.
5. The tenderer shall be paid lump-sum monthly charges for supplying the Ambulance. The rates quoted by the tenderer will remain firm and valid during the entire period of contract.
6. The Ambulance will be stationed at First Aid Centre, NFL Plant, Panipat and will be used by NFL Hospital/First Aid Centre for local as well as outstation duties for carrying patients. Further, the vehicle can also be sent for outstation duty depending on requirement. However, no extra payment shall be made for outstation journey except Diesel charges.
7. 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. 6.0 of GTC.

8. 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.
9. The vehicle supplied must always be in good working and running condition. If the Contractor fails to provide vehicle due to any reason within the stipulated period of 15 days as per clause No. 04 above or in case of non-acceptance of vehicle by NFL due to non-fulfillment of the above requirements, the contractor shall have to pay a penalty to NFL @ Rs. 1% 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).
10. 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 **13 Kms** per Ltr. for local journey. However, for outstation journey, the Diesel charges shall be reimbursed by taking average of **15 Kms** per Ltr. The rate of Diesel is **Rs 87.33** per Litre as on 01-05-2024. Diesel cost will be paid as per the fuel rate prevailing in Panipat City on the 1st day of every month. 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.
11. 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.
12. 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.
13. 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.
14. In case the vehicle supplied goes under breakdown due to one reason or the other, the Contractor will have to provide substitute vehicle within an hour.
15. The Contractor will depute sufficient No. of drivers on the vehicle hired for 24 hours duty. The Driver(s) to be deployed on the Ambulance must fulfill the following conditions:

- i. He should have valid Heavy or Light Vehicle Driving License, as the case may be and have adequate working experience of driving vehicle 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.
 - vii. He should have adequate knowledge of Hindi & English Languages.
 - viii. During duty hours, if the driver is found to be indulging in any unlawful activity, NFL shall be at liberty to take necessary action against the Driver / Contractor.
 - ix. He should have good vision and should not be night/coloured blind.
 - x. The Driver should be provided with mobile phone facility by the Contractor at his own expenses.
16. 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.
17. 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.
18. The personnel engaged by the contractor are subject to security check by the CISF staff at any time within NFL factory premises.
19. The contractor shall be fully responsible for theft, burglary, fire or any mischievous deed done by his staff.
20. 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.

21. The Contractor will have his office in Panipat and must have Landline/Mobile telephone connection in his office as well as at residence, where communication could be made for all the 24 hours. The contractor will also ensure that the driver of the vehicle is equipped with Mobile Phone for proper connectivity. However, NFL will not bear any expenditure on this account.
23. 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.
24. 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.
25. 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.
25. 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.
26. The contractor shall submit the bill monthly, in duplicate, along with logbook sheets completed in all respect. The payments will be released within 30 days from the date of receipt of bills completed in all respect provided the same in order and clause No. 27.0 of GTC also applicable
27. 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. Further any tax/levy imposed by Govt. will be borne by the tenderer.
28. 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.
29. 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.
30. 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.

31. 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, Service Tax and Commercial Tax and clause No. 1.46.0 of GTC is also applicable.
32. The Ambulance/vehicle should be covered under Comprehensive Insurance. In circumstances, the hired vehicle/Ambulance 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.

33. **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. Contract having provisions for extension after satisfactory performance in the first year shall not require additional SD, provided the party has fulfilled all his contractual statutory obligations for the first year. In the event, document pertaining to successful completion of his statutory obligations are not provided, SD will be deducted afresh from the second-year value while retaining first year 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 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 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.

34. 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

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(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.

35. 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.

36. 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.

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. 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.

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

42. 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

43. Successful party should be required to submit the agreement within 15 days from the date of LOI/WO required as per tender document (Annexure XX) 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 and the cost of non-judicial stamp paper will be borne by the contractor.

44. The condition of prior turnover and prior experience may be relaxed for startups (as defined by DPIIT. Of Industrial Policy and Promotion) subject to meeting of quality and technical specifications and meeting suitable provisions in the Tender documents. The quality and technical parameters are not to be diluted.

(Signature of the Tenderer with seal)

Name _____

Address: _____

Mobile NO. _____

E-mail _____