

**TERMS AND CONDITIONS TO ENGAGE SERVICES OF DOCTORS IN
NFL HOSPITAL, NAYA NANGAL ON CONTRACT BASIS**

- 1) The services of the Contract appointee will be purely on temporary basis for an initial period of one year. Based on the requirement/performance, the period of engagement may be extended on yearly basis but will not exceed more than 03 years in any case.
- 2) The Contract appointee will be initially paid fixed contractual amount of Rs. 65,000/- per month (26 working days) for one year and 3% annual increase if further extended for another years. Duty hours will be Morning OPD timings i.e. from 8:00am to 12:30 PM & Evening OPD timings from 4.30pm to 6.00pm on all working days. In case of full duty performed by the doctor on weekly off/ NH/GH, compensation will be paid on proportionate basis.
- 3) Contract appointee shall be provided suitable Company accommodation (Type-III- Hospital Estate or Type-II) in NFL Township on payment of normal license fee at par with NFL employees, on 11 months lease basis as per company's rule, if required. **Water and Electricity charges will be charged as applicable to Non-NFL employees.**
- 4) Contract appointee shall be entitled to casual leave on pro-rata basis at the rate of one day per month (maximum 12 days during one year contract), in addition to weekly offs and closed holidays. **In case he/ she avails more than entitled leave at any time during his / her period of contact, an amount on proportionate basis will be deducted from the monthly payment due to him/her.**
- 5) Contract appointee will attend the NFL Hospital during regular OPD hours in person and will not be allowed to depute his/her representative, in any case. **However , he/she will be required to attend emergency duties, as and when required.**
- 6) Contract appointee will have to make his/her own arrangement for visiting NFL Hospital and no transport facility will be provided for this purpose by NFL.
- 7) The contract can be terminated by either side at any time with one month's prior notice. However, Management of NFL reserves the right to terminate the contract at any time without any notice or assigning any reasons thereof, in case the performance / conduct of the Contract appointee is not found satisfactory at any stage.
- 8) The Management of NFL will be under no obligation what so ever to provide regular appointment to contract appointee or preference in employment for any vacancy in the company at any time.
- 9) The Income Tax as applicable shall be deducted at source, while releasing the monthly payment to contract appointee.
- 10) Civil Court Nangal shall have exclusive jurisdiction, in case of any dispute in relation with the said Contract Appointee.
- 11) **ARBITRATION CLAUSE:**
"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 the 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 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 .

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 exceeds 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 proceeding 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 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."

12) **CONTRACT AGREEMENT:**

The contractor will have to enter into a contract agreement with NFL on non-judicial stamp paper of Rs.100/- (to be attested by Notary Public) within ten days from the date of commencement of work. The cost of stamp paper will be borne by him/her.

13) **Selection procedure:** Candidates meeting the prescribed eligibility criteria shall be eligible for appearing in personal interview. However, final selection will be purely based on their performance in the personal interview.