



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers & Chemicals Limited

(A Joint venture company of NFL, EIL & FCIL)

**4th Floor, Wing-A, KRIBHCO Building,
Sector-1, NOIDA - 201 301**

**BIDS ARE INVITED
REGARDING**

**“ANNUAL RATE CONTRACT FOR “BAGGING OF PRODUCT UREA AND LOADING THE SAME
IN WAGONS & TRUCKS AND OTHER JOBS AS PER SCOPE OF WORK FOR PERIOD OF ONE
YEAR (2023-2024)” IN BAGGING PLANT AT:**

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

Fertilizer City, Ramagundam– 505 210

Peddapalli (Distt) Telangana State

E-Tender No: RFCL- 54474

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Ref. No. RFCL/C&P/RFCL_UREA_BAGGING/2023/1

Date: 10.01.2023

INSTRUCTIONS TO TENDERERS FOR E-TENDERING**1. Mode of Tendering:**

Ramagundam Fertilizers and Chemicals Ltd. NEW DELHI (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to award “**Annual Rate Contract for Bagging of Product Urea and loading of the same in Wagons & Trucks and other jobs as per Scope of Work for a period of One Year (2023-2024)**” in RFCL Plant located at Ramagundam, Telangana through e-tendering.

The NIT will be posted on website <https://rfcl.abcprocure.com> from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

RFCL has appointed **M/s. e-Procurement Technologies Ltd, Ahmedabad** as service provider for carrying out e-Procurement. Also, as per IT ACT 2000, use of digital signature certificate shall be mandatory for participating in e-tendering process.

It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help/clarification, you may contact any one of the following:

a. Ramagundam Fertilizers and Chemicals Ltd

Mr. Shashi Prakash, Sr. Manager (C&P)
RFCL, Corporate Office,
4th Floor, KRIBHCO Bhawan, NOIDA-201301
Phone No. : 0120-2553614
E mail : sprakash@rfcl.co.in

b. M/s. e-Procurement Technologies Limited

| | | | | |
|---|--|-----------|--|--|
| 1 | Approval of Profile & DSC Verification | Help Desk | +91- 63532 17080 +91- 90990 90830 | info@abcprocure.com dsc@abcprocure.com |
| 2 | e-Tender Submission | Help Desk | +91- 9904406300 +91- 9510812960 +91- 9265562821 +91- 6354919566 | support@abcprocure.com |
| 3 | e-Auction related Queries | Help Desk | +91- 98799 96111 +91- 99044 07997 +91- 95108 13415 | |
| 4 | Office Hours: Monday to Friday : 10:00AM to 07:30PM (IST) 1st, 3rd, and 5th Saturday : 10:00AM to 06:00PM (IST) 2nd and 4th Saturday : Holiday | | | |

2. (a) Pre-Requisites for System using e-Procurement sites:
- (b) Bidders are strongly advised to refer Minimum System Requirement document uploaded on <https://rfcl.abcprocure.com> under download section prior registration and participating in e-Tenders invited by RFCL.
- (c) For Quick Bidder Manual, you can refer this link <https://youtu.be/-E5fiZVYnfg> for Tender Submission **OR** download “Bidder Manual” from <https://rfcl.abcprocure.com> website **OR** Contact us.
- (d) Pre-Requisites for DSC Registration:
- i. The Vendor becomes a valid Vendor only after the registration of the DSC
 - ii. Vendors need to possess a valid DSC for participating in e-Tendering (class III DSC)
 - iii. Vendors need to procure DSC 24 hrs prior to Registration on <https://rfcl.abcprocure.com> .
 - iv. It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
 - v. DSC can also be procured from the e-tendering service provider i.e., **e-Procurement Technologies Ltd.**
 - vi. Respective DSC Drivers needs to be installed.
 - vii. DSC needs to be physically inserted into the system.
 - viii. DSC should appear in the Browser.
 - ix. Vendor should map the DSC with their Log-ID immediately after registration, Email Verification.
- (e) Pre-Requisites for Login Credentials:

For registration on the e-tender site <https://rfcl.abcprocure.com> , one can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature Certificate. Digital Signature Certificate Class 3 Signing + Encryption is mandatory to attach at the time of Registration and to log-in. Bidders should ensure that DSC is in the name of registered firm and person only. If attached DSC does not match with the registered profile then DSC will not be verified and profile will not be approved. Once you have added the Digital Signature Certificate, please inform the vendor administrator info@abcprocure.com , dsc@abcprocure.com , Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login into the system as and when required.

3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
4. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

5. Corrigendum/amendment, if any, shall be notified on the site <https://rfcl.abcprocure.com> . In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
6. Vendors are required to complete the entire process online on or before the due date/time of closing of the tender
7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - a. *Vendors are advised to log on to the website (<https://rfcl.abcprocure.com>) and arrange to register themselves at the earliest*
 - b. *The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.*
 - c. *Vendors are advised in their own interest to ensure that their bids are submitted in eProcurement system well before the closing date and time of bid.*
 - d. *If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again (if this feature "Bid Withdraw" is enabled in e-tender event). However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.*
 - e. *Once the entire process of submission of online bid is complete, they will get an auto-mail from the system stating you have successfully submitted your bid in the following tender with tender details.*
 - f. *Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.*
 - g. *No manual bids/offers along with electronic bids/offers shall be permitted except those specifically indicated.*
8. No responsibility will be taken by RFCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date / time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as RFCL officials.

9. RFCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:
10. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified, and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
11. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
12. It is mandatory for the vendors to use the Digital Signature Certificate in all their bidding Process. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.
13. **Tender Schedule:** The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, and subsequent clarification/amendment in schedule etc. shall be available on the above-mentioned website against this tender.

| S. No. | Tender Stage | Date & Time |
|--------|-----------------------------------|--------------------------|
| 1. | Start Tender Document Download | 10.01.2023 at 11:00 hrs. |
| 2. | Pre-Bid Meeting | 13.01.2023 at 11:00 hrs. |
| 3. | End Tender Document Download | 30.01.2023 at 16:00 hrs. |
| 4. | Due/ last date of submission Bids | 30.01.2023 at 16:30 hrs. |
| 5. | Techno-commercial Bids Opening | 30.01.2023 at 16:45 hrs. |
| 6. | Price Bid Opening | To be intimated |

Note:

After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended/ amended. Similarly, no activity can be done before start date & time specified for that particular activity unless the schedule for the same is preponed/amended.

14. The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids.
15. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.
16. **Tender Opening:** The tenders will be opened electronically by us from our NEW DELHI office. The submission of bids may however be done by vendors from their office. However, bids can't be submitted after the bid submission due date & time as per the schedule.
17. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.
18. RFCL reserves the right to reject or accept any tender without giving any reason.

19. The bids not accompanied with the requisite Earnest Money will not be opened.

20. System Failures and Remedial Measures Thereof/Course of Action to Be Followed

RFCL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However, in case the system could not be restored within the reasonable time period as deemed fit by RFCL, the following remedial measures shall be taken under such an eventuality:

| | | |
|----|--|---|
| 1. | Tender is prepared and released but vendors are not able to submit their bids. | The due date of closing/opening shall be extended suitably. |
| 2. | Bids have been submitted but the same cannot be opened by RFCL. | The due date of opening shall be extended suitably. |

21. Name & Address of Contact Person :

| |
|--|
| CGM , I/c, RFCL Ramagundam Fertilizers and Chemicals Ltd Distt- Pedapalli, Telangana |
|--|

22. Payment Mode:

Payment shall be released by ECS (Electronic Clearing System) or EFT (Electronic Fund Transfer). Successful vendors shall provide the requisite details of their Account No., Name & Branch code of Bank, Acceptance/request for release of payment by ECS/EFT, along with their 'Bank mandate form and cancelled cheque', within 10 days of issue of LOI/PO to the Finance and C&P dept. of RFCL, Ramagundam Plant.

23. GST Nos.

| Unit | GST NO. |
|-----------------------|-----------------|
| Ramagundam, Telangana | 36AAHCR2335P1ZY |

24. The offers submitted by MSE, shall be considered in Accordance with Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, RFCL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy. Few Highlights of the benefits proposed to MSMEs are as under:

a. *There is an exemption from payment of earnest money to registered MSEs (Applicable only for Manufacturers and not to dealers).*

25. The rates should be quoted as per price bid given in the enquiry only. Quotation should be valid for a minimum period of **120 days** from the date of opening of the tender (Technical bid). The rates should be quoted both in figures and in words.

26. Your GST Registration No. and Permanent Account No., allotted by the concerned Department should be mentioned in the quotation positively.

27. Submission Of Tenders

- a. The tenders duly accompanied with bids, offered product catalogue as well as all necessary documents will be submitted Online at : <https://rfcl.abcprocure.com> All letters/ Correspondence are addressed to:
Senior Manager (C&P)
RFCL, Corporate Office,
4th Floor, KRIBHCO Bhawan, NOIDA-201301
- b. Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and conditions etc. as given in tender documents.
- c. No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.

Thanking You

For & On Behalf of Ramagundam Fertilizers and Chemicals Limited

(Shashi Prakash)

Senior Manager (Contracts & Procurement)

DECLARATION FOR SUBMISSION OF TENDER FORM-I

To
The Senior Manager (C&P)
Ramagundam Fertilizers and Chemicals Limited,
4th Floor, KRIBHCO Building, Sector-1,
NOIDA – 201 301.

Sir,

I/We hereby submit the tender for **ANNUAL RATE CONTRACT FOR “BAGGING OF PRODUCT UREA AND LOADING THE SAME IN WAGONS & TRUCKS AND OTHER JOBS AS PER SCOPE OF WORK FOR PERIOD OF ONE YEAR” IN BAGGIING PLANT AT RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, RAMAGUNDAM (TELANGANA)** for a period of one year as per tender separately signed and accepted by me/us, and rates quoted by me/ us in **Annexure- VI** in accordance with Notice Inviting Tender, terms and conditions of tender, other documents and papers as detailed in the tender document.

I/We hereby agree to abide by and fulfill all terms and conditions referred to in the Tender Document/Work Order etc. and in default thereof, to forfeit and pay to the RFCL or its successors or its authorized nominees such sums of money as are stipulated in terms and conditions contained in the tender document.

I/We confirm having deposited the Earnest Money of Rs.1,00,000/- (Rupees. One lakh only) via Demand Draft No. _____ dated _____ in favor of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam. *(This intimation / declaration regarding EMD is only in case of submission of DD and not EMD in the form of Bank Guarantee).*

It is certified that Price bid/SOR is unconditionally quoted for all the items of SOR/Price bid in figures and words and no item is left blank or unquoted.

Also, we confirm if we withdraw our bids after opening of Technical bids then our EMD is liable to be forfeited by RFCL.

If, I/We fail to start execution of the said contract in the time, specified in the tender documents or fail to deposit the amount of security deposit specified in the Tender Document, I/We agree that Ramagundam Fertilizers and Chemicals Limited shall forfeit the said Earnest Money. The said owner shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to remit security deposit amount as aforesaid and/ or to execute an agreement and/or to start work as stipulated in the tender document/perform the contract faithfully. We are liable to attract other remedies/penal actions, in case of non-compliance of all requisites as stated above.

Dated the _____ day of _____ 2023.

Signature of Tenderer with the seal
Name & Address: _____

E-Mail Address: _____
Mobile/Telephone No.: _____

DECLARATION FORM FOR BIDDER DETAILS FORM –II

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

| S. No | Description | | | |
|-------|--|---|------------------|----------------------------|
| 1. | Name of Applicant/Firm/Company | | | |
| 2. | Complete Address along with person name, contact mobile number and Email ID | | | |
| 3. | Year of Establishment & Registration No along with documentary proof if any | | | |
| 4. | If a Bidder has relations whether by blood or otherwise with any of employees of RFCL (Including employees on deputation), the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract. | YES / NO (If YES, give the following details) | | |
| | | Name & Designation of the Employee | Place of Posting | Relation with the Employee |
| | | | | |
| 5. | P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof. | | | |
| 6. | PAN No. of the Contractor to be intimated along with Documentary Proof thereof. | | | |
| 7. | Whether bidders are registered or unregistered as per GST Laws. If registered the following details shall be provided. | | | |
| 8. | GST Registration No. with Documentary Proof. | | | |
| 9. | Service Accounting Code No. | | | |
| 10. | Rate of GST applicable on the quoted rates | IGST/ UGST ____% | SGST ____% | CGST ____% |
| 11. | We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason whatsoever except for statutory variation against documentary evidence. | Agreed | | |
| 12. | ESI Registration No. of the contractor to be intimated along with documentary proof thereof. | | | |

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| 13. | If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise, it will be construed that the party is not registered as per MSMED Act, 2006. Registration month & Year should be prior to bid submission due date. MSME Certificate issued from- Udyog Aadhar /NSIC/DIC would be considered only. | |
| 14. | The bidder shall submit the name and address of the firm/company along with its constitution giving status of the same such as sole proprietorship/partnership or limited/private firm/LLP etc. Along with its copies duly attested by Notary Public (latest) as evidence. | |
| 15. | Labour License details to be intimated along with documentary proof | |

Signature of the Contractor / Bidder with Seal

Eligibility Criteria (BQC)

| S. No. | Conditions | Documents required (To be submitted along with Technical bid) |
|--------|---|---|
| 1. | <p>Bidder should be Service Provider / Contractor of having successful experience of <i>“Bagging & loading of fertilizers in Road trucks and Rail wagons and associated activities in Fertilizer industry or Port_”</i> during the last seven (7) years.</p> <p>Note: “The last Seven (7) years shall be counted from last date of the preceding month in which tender has been Issued.”</p> | <p>i) Year of Establishment & Registration No along with documentary proof if any</p> <p>ii) P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.</p> <p>iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid.</p> <p>iv) <u>For Proprietorship firm</u> - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest).</p> <p>v) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted.</p> <p>vi) PAN No. of the Contractor to be intimated along with Documentary Proof thereof.</p> |
| 2. | <p>Bidder should have successfully completed <i>“Bagging & loading of fertilizers in Road trucks and Rail wagons and associated activities in Fertilizer industry or Port ”</i> during immediate last Seven (7) years as mentioned below :</p> <p>The tenderer should have completed THREE similar works each costing not less than ₹ 3.84 Crores, excluding GST. (or)</p> <p>The tenderer should have completed TWO similar works each costing not less than ₹ 5.12 Crores, excluding GST. (or)</p> <p>The tenderer should have completed ONE similar works costing not less than ₹ 7.68 Crores, excluding GST.</p> | <p>Copy of Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client.</p> |
| 3. | <p>The average annual turnover of the bidder during last three financial years ending on the date of issuance of enquiry shall not be less than Rs. 3.84 Crores.</p> | <p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years. (FY 2019-20, 2020-21 & 2021-22).</p> |

| | | |
|----|--|---|
| | <p>Note:</p> <ul style="list-style-type: none"> • In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, In case ,audited annual report of immediate preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only. • In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. • Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited. | <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p> |
| 4. | <p>The net worth of the bidders should be positive for the Financial year 2021-2022 ending 31.03.2022*.</p> | <p>A Copy of Audited* Balance Sheet should be submitted in support of your claim.</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a</p> |

| | | |
|----|--|---|
| | | director or not having any interest in the bidder's company). |
| 5. | <p>Bidder should have minimum working capital of Rs 1.28 Crores as per Audited Financial result of FY: 2021-22.</p> <p>“Working capital should be current assets minus current liabilities.</p> | <p>Copy of audited balance sheet for the Financial year (Current Financial year in which tender has been issued) ending 31.03.2022 should be submitted.</p> <p>Or,</p> <p>Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund-based line of credit for at least of Rs 1.28 Crores as on preceding month in which tender has been issued.</p> |
| 6. | <p>I. Bidder Must not be blacklisted by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder Must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the Holiday list of RFCL.</p> | <p>Self-certification(s) for both should be submitted on Party's letterhead for the same.</p> |

NOTE: *Relevant experience is to be taken for one year period. If the contract period of the completed work order is more than one year, then the contract value (excluding taxes) shall be considered on pro-rata basis for one year.*

1.0 SCOPE OF WORK

RFCL plant consists of single stream urea having the capacity of 3850 MTPD. This product urea is transferred to bagging plant for bagging, for loading into Wagons / Trucks through belt conveying system.

Urea shall also be reclaimed from the Silo, by portal scrapper to meet the demand of bagging plant. Wagon/ Truck loading machines are used to facilitate the loading of Urea onto Wagons/ Trucks respectively.

The scope of work shall include but not limited to the following operations:

1.1 Filling, Stitching & Loading of Filled Urea Bags in Wagons/ Trucks (Refer Item No. 1.0 (A) of Schedule of Rates)

Filling, stitching, loading of filled urea bags of 45.00 kg (Filled urea bag weighs 45.125 kg with a tolerance of (+) 50 gm), into rail wagons (BCN and HL Rake) and trucks in a countable position (fixed pattern). Filled urea bags shall be available at the door of the wagons through Wagon loading machines.

The scope under Item No.1.0 of Schedule of Rates includes removal of ruptured (cut or torn), improperly stitched bags, which are not to be loaded into wagons/ trucks. The same must be replaced with fresh bags to replenish the number of bags being loaded into the wagons/trucks.

1.2 Filling, Stitching & Stacking of Filled Bags on Platform or Any other area and Re-Loading in Wagons/Trucks (Refer Item No. 1.0 (B) Of Schedule of Rates) :

- i. Filling, stitching, stacking of filled urea bags (45 kg, filled urea bag weighs 45.125 kg with a tolerance of (+) 50 gm) in countable position on the platform(s) or any other place as per the instructions of Engineer In-charge and loading of these bags in trucks/ wagons. Contractor may stack the bags manually or by deploying trolleys (Animal drawn carts are strictly prohibited). The contractor shall cover the stacked urea bags properly with the tarpaulin, which will be supplied by RFCL.
- ii. The quantity of stacking would be as per requirement of RFCL. The contractor shall deploy adequate manpower for loading of stacked material in trucks/ wagons. Stacking and lifting of stacked bags into wagons/trucks may be required to be carried out from wagon/truck loading machines nearby area in the platform as per requirement of RFCL, which shall be intimated in advance for deployment of adequate labour. Urea filled bags are to be shifted from stacking place, manually and are to be reloaded in wagons/ trucks.
- iii. The contractor will mobilize adequate resources for stacking filled urea bags using all the stacking positions of the urea bagging platform along the length of the wagon/ truck loading station (or) any other place as assigned by Engineer In-charge. Further, the contractor will mobilize adequate resources to load these stacked bags immediately into the wagons/trucks, in parallel to direct loading from other stations. In case, no wagons / trucks are available, contractor will have to continue the bagging operation

and stack the bags on the platform or any other assigned place, as per the instruction of Engineer In-charge.

- iv. In case filling, stitching, stacking & re-loading of filled urea bags in trucks/ wagons is done from platform or specified area, the rates payable shall be 50% more than the rates quoted in item No. 1.0 (A) in 'Schedule of Rates'. For example, if the rate quoted in item No. 1.0 (A) is 'X' then the rate payable for the above jobs, if executed, will be '1.5X'.

Common jobs to be followed in Scope of Work for 1.1 & 1.2 :

- i. The contractor shall operate the required any number of stations as instructed by the Engineer In-charge in each shift. A total 16 No.s wagon loading machines and 4 No. s truck loading machines are available on site, of which 8 No.s wagon loading machines and 2 No.s truck loading machines can be run at any point of time. In case of breakdown of any machine, loading of the wagons/trucks are to be carried out manually.
- ii. Cleaning of wagons i.e., cleaning of wagon floor and all the four sides of the walls to the satisfaction of Engineer In-Charge and spreading of LDPE sheets and/or poly wrappers on wagon(s) floor before the start of loading activities.
- iii. To position wagon/truck loading machines and retract the same after loading of wagon. The contractor shall ensure that the flapper at the Tail end of wagon/truck loading conveyor is folded back before placement/shunting the operation or shifting of the concerned wagon loading machine to the adjacent wagons.
- iv. In case of problem in wagon loading or telescopic conveyors, wooden steps/ ramp are to be placed and used for loading.
- v. To ensure correct weight of urea in filled bags; random checking of the weight of filled bags will be carried out from all the running stations/ filling machines (16 No.s). Minimum two bags shall be weighed in each station per wagon/ truck loaded and whenever required by RFCL. Contractor shall maintain record of weight checking carried out in the shift and the same shall be signed by the Engineer In-charge.
- vi. Contractor shall ensure loading of exact number of bags in the wagons/ trucks as per the stacking pattern fixed by RFCL and the contractor shall also write the stacking pattern on the wagons with chalk.
- vii. In each shift before starting bagging operation, bag holders and stitching machines will be cleaned of dust with pressurized air.
- viii. The contractor shall deploy contract person(s) to co-ordinate the loading activity and shall ensure:
 - i Readiness of wagons/ trucks for loading.
 - ii Quality of material filled in bags.
 - iii Correct weight of filled bags.
 - iv Exact number of bags to be loaded into wagons/ trucks as per loading pattern.
 - v Proper opening, closing, and sealing of the doors of wagons. He shall maintain all the relevant information in a register. In case of any abnormality, he will inform Engineer In-charge, immediately.

- ix. In case, any one door of the wagon could not be opened or loading of urea bag is not possible due to any reason from nearby door, then the loading shall be carried out through the other gate/door, is the sole responsibility of the contractor on his own cost.
- x. As per requirement of Engineer In-charge (Production), hammering of bunkers and chutes (conveyors and flap gate chutes) shall be carried out for smooth flow of urea, whenever required.
- xi. Bagging operation shall be carried out in all the three shifts. Morning Shift starts from 6.00 Hrs to 14.00 Hrs, Evening shift starts from 14.00 Hrs to 22.00 Hrs and Night shift starts from 22.00 Hrs to 6.00 Hrs. All the workmen, deployed by the contractor must report in time at the beginning of each shift and **bagging / loading operation should start within 15 minutes at the beginning of each shift. Invariably, loading operation should be started within 15 minutes of wagon placement or beginning of every shift and continued up to the end of the shift from wagon & truck loading machines, otherwise penalty shall be levied to the contractor.**
- xii. Surprise checking of loaded wagons / trucks shall be carried out, as and when required by Engineer In-charge, RFCL. The contractor shall arrange unloading / reloading of the loaded trucks / wagons for this purpose. Contractor will be paid unloading / reloading charges as per quoted rates 1.0(B) of SOR (Annexure IX), **only if no abnormality is found during the checking.**
- xiii. Contractor will ensure that during bag closing the number of stitches are being maintained as per direction of Engineering In-charge.
- xiv. The contractor shall operate any number of stations in each shift as per requirement of RFCL. Normally 8 ~ 16 No.s of Stitching stations will be operated.
- xv. Shifting of empty bag bales from empty bag storage (at ground floor) in adequate numbers to meet the requirement of bags for the shift is to be done. Empty bags should be picked up from empty bag storage area using labour effort and hand trolleys or electric hoist and delivered to stitching machines' floor, manually/empty bag hoist system (installed) and distributed to each stitching station. The loading operations are not to be hampered due to unavailability of the empty bags at stitching floor.
- xvi. The contractor shall ensure that during the shifting of empty bag bales from empty bag storage area to stitching floor, **NO other activities** (such as bagging/loading, belt operations and housekeeping etc.), **are to be disturbed.**
- xvii. Opening and closing doors, sealing of wagons need to be taken care. Wagon sealing material shall be supplied by RFCL.
- xviii. The contractor shall ensure that cut/torn/ not properly stitched bags are not loaded in wagons/trucks.
- xix. The contractor shall report the number of bags used/ returned and number of bags ruptured to the Engineer In-charge in each shift, in writing.
- xx. Methodology or stock register for HDPE bag has to be devised by the contractor.
- xxi. The contractor shall shift empty dirty bags to silo, or any other designated place as shown by Engineer In-charge, which are unfit for reuse and keep them in a bundle of

100 bags. These bags are to be stacked at the designated place shown by the Engineer In-charge.

- xxii. The contractor shall collect cut, torn, not properly stitched bags, bag rappers, LDPE sheets and unused empty bags from various locations in bagging building, conveyor galleries, railway track and silo; tie them in a bundle of 100 bags each and shift them to a place designated Engineer In-charge. **The contractor shall segregate sound bags which will be reused.**
- xxiii. Partly used thread spools/cones shall not be discarded. Any intentional lose/damaged to bags and threads shall be viewed seriously.
- xxiv. At the time of supplying the bags to the stitching stations the contractor shall segregate damaged, torn, cut, short sized and bags which cannot be opened from each bale. All such bags shall be bundled and stacked at the designated area shown by the Engineer In-charge.
- xxv. Contractor shall ensure that the grills at the Travelling Tripper and its surrounding areas are maintained clean to maintain free flow of material. The contractor shall deploy adequate manpower/services for shifting of Tripper in Silo as and when required, removing/breaking of lumps from the grills. The number of persons required will have to be increased, in case, it is felt necessary, and decision of the Engineer In-Charge will be final and binding on the contractor.
- xxvi. Contractor should arrange at least four drivers for Scrapper operation in total. At least one scrapper operator along with helpers shall be available in each shift, to-shift urea prills from silo to Z-1011 through Reclaimer to bagging conveyor. Contractor shall engage only trained/skilled Scrapper operators for smooth operation of scrapper. It shall be the responsibility of the contractor that Reclaimer/scrapper drivers should have valid driving license for operation of Heavy Vehicles. This activity shall be an integral part of the contract and no additional payment shall be made for this activity.
- xxvii. Contractor will ensure that adequate tools and tackles like chisels, hammers, and hacksaw etc., are supplied by contractor to his workman for opening the riveted/bolted/welded wagon doors

2.0 Upkeeping/ Cleaning of Bagging unit area & Shifting of Good Urea and Off-Grade Urea (Refer Item No. 2.0 Of Schedule of Rates):

- a. Cleaning and collection of spilled urea along and near conveyor belts, conveyors drive pulley, gravity take-up pulley, transfer towers (3 No.s), vibrating screens, de-lumpers, surge hoppers, vibrating feeders, bunkers, Reversible Shuttle Conveyor floor (including grills and tracks), WLC/PTC/BTC walkways, stitching floor, and all galleries and transferring the same to silo/ to specified area (such as the dissolving tank near prilling tower) as directed by Engineer-in-charge round the clock using tractor-trolley. The tractor trolley shall be arranged by the contractor.
- b. Manually dumping of collected good quality urea bags (ruptured/damaged bags), collected from areas mentioned above, on to the Reclaimer belt through hopper, installed in the Silo.
- c. General upkeeping of WLM (Wagon Loading machine) & TLM (Truck Loading Machine) platforms, WLMs & TLMs, WLM & TLM tracks, stitching floor, WLC/PTC/BTC walkways,

stairways, empty bags storage, dust extraction system and railway tracks to be ensured by the contractor.

- d. Urea dust generated from the Dust Extraction system has to be collected and shifted to Urea Prilling tower dissolving tank or any other area as specified by the Engineer In-charge, round the clock.
- e. Empty HDPE bag wrapper, cut/torn HDPE bags, damaged LDPE sheets and empty thread cones at the above areas are to be collected and shifted to Stores or any other designated area as instructed by Engineer In-charge.
- f. The contractor is required to provide a minimum of **15 workmen** (1-skilled + 14-unskilled) **each shift** to carry out the above-mentioned activities.

3.0 Assistance in Sampling of Empty HDPE Bags for Bag Testing Committee (Refers Item No. 3.0 of Schedule of Rates).

The contractor, as per requirement (based upon the availability of empty HDPE bag trucks) shall aid in sampling, counting, and weighing of HDPE bag sample-bales unloaded from trucks (**unloading from the truck is not in the scope of contractor**) as directed by the Bag Testing Committee. All empty bag lots are to be covered by tarpaulins, provided by RFCL. **The contractor shall deploy a minimum of Two (02 No.s) workmen for the above activity.**

4.0 De-Scaling/De-Choking to Clear the Urea Bins, Surge Hoppers, and Chutes (Refers Item No. 4.0 of Schedule of Rates).

During continuous running, material builds on the wall of the bins, surge hopper, DE systems, and various chutes (conveyor and flap gate chutes), which has to be removed periodically for smooth functioning of bagging/loading activities.

- a. The contractor shall arrange to remove the scaling including loose material and lumps from the urea bins and fill the same into bags, for shifting to silo or any other place as per the instruction of the Engineer In-charge.
- b. The contractor shall ensure that urea bins, surge hopper, chutes and flap gates are thoroughly cleared and the same have to be certified by the Engineer In-charge. This operation shall be carried out intermittently as per requirement.
- c. The de-scaling/ de-choking operation of bins/surge hoppers may require man entry, into the above mentioned. The PPE required for the confined space entry shall be provided by RFCL.
- d. Electrical Jackhammer may also be required for the above activity, which has to be arranged by the contractor, as well as any other tools and tackles such as pic-axes, shovels/spades, long crow bars etc. The PPE required for the confined space entry shall be provided by RFCL.
- e. One operation shall consist of 8 man-days worked, and the contractor shall supply the manpower accordingly. (**Payment to party shall be made only when stipulated manpower is provided by contractor**).

The contractor shall deploy 8 manpower (2-skilled + 6-unskilled) per operation for above jobs.

- f. If the choking of any Bins/Surge Hopper is solely attributable to the contractor, the contractor is obligated to provided additional manpower for de-choking the above mentioned immediately. In such a case, no payment shall be made for the activity.

5.0 Sweeping, Mopping and Cleaning of Washrooms/Toilets on the Loading Platform & Stitching Floor. (Refers Item No. 5.0 of Schedule of Rates).

- a. The contractor is responsible for sweeping, cleaning, and washing of washrooms and toilets on the loading platform (4 No.s washroom cum toilet) and stitching floor (2 No.s washroom cum toilet), to maintain a hygienic environment for the workers. All the tools and consumables to facilitate this activity must be arranged by the contractor only.
- b. Removal of dead animals and disposal of same in designated area, when required.
- c. Emptying the trash, clean and replace the dust bin liner on daily basis.
- d. One operation shall consist of at least 2 man-days worked, and the contractor shall supply the manpower accordingly. The contractor shall deploy two (2) manpower per operation.
- e. If the manpower present in the shift is less than the above-mentioned, the payment per operation shall be made proportionally to the manpower provided. Illustration of the same can be as follows, if the contractor provides a manpower of 1 workman instead of the required 2, the operation shall be considered as:

$$1/2=0.5 \text{ operation}$$

6.0 Assistance in Bagging Shift Office Activities (Refers Item No. 6.0 of Schedule of Rates).

- a. The contractor shall provide adequate manpower for day-to-day activities of RFCL Bagging Shift office, in each shift.
- b. Apart from the above mentioned, 2 persons have to be assigned in General Shift, round the year.
- c. The contractor shall provide adequate manpower for Urea product gate-pass preparation, in each shift, for wagons or trucks. The contractor should ensure that manpower is being provided for this activity should have sound knowledge in computer operations. The number of operations may vary based on the actual deployment of man days.
- d. One operation shall consist of at least 8 man-days worked, and the contractor shall supply the manpower accordingly, on round the clock basis, as seen fit by RFCL. The number of operations may vary based on the onstream days of the bagging plant.
- e. The contractor shall deploy 8 manpower (3-skilled + 5-unskilled) for per operation basis.
- f. If the manpower present in the shift is less than the above-mentioned, the payment per operation shall be made proportionally to the manpower provided. Illustration of the same can be as follows, if the contractor provides a manpower of 2 workmen instead of the required 8, the operation shall be considered as:

$$2/8=0.25 \text{ operation}$$

7.0 Re-Filling, Weighing and Stitching of Good Quality Spilled Urea (Refers Item No. 7.0 of Schedule of Rates).

The contractor shall arrange adequate manpower to collect all the ruptured/damaged/improperly stitched/overweighed/underweighted bags from Loading platform and Stitching floor and the good quality urea has to be refilled into fresh bags, weighed as per standards, and stitched using portable stitching machines (Portable Stitching machines and its consumables are in the scope of the contractor). These bags are to be stacked at a place as directed by the Engineer In-charge.

8.0 Assistance in Operation, Monitoring and Lubrication of Conveyor System and Other Bagging Unit Machineries (Refers Item No. 8.0 of Schedule of Rates).

- a. Contractor should provide adequate manpower to assist the RFCL staff in monitoring and operating all conveyors and any other machinery, and maintain the same in proper working condition, round the clock. The machineries shall include but not limited to the following
 - i. Wagon/Truck Loading Machines
 - ii. Conveyors
 - iii. Vibration screens
 - iv. De-lumpers
 - v. Flap gates
 - vi. Rack & Pinion gates
 - vii. Bin vibrators
 - viii. Vibrating feeders
 - ix. Reversible Shuttle Conveyors
 - x. Blowers
 - xi. Diverters
 - xii. Deflector.
- b. The contractor shall depute adequate manpower to ensure the smooth transfer (inhibit bags from getting stuck/wedged/jammed in the machineries) of urea bags over the conveyor system, into the wagons/ trucks or stacked at any other area as instructed by the Engineer In-charge
- c. Contractor should provide adequate manpower to assist the RFCL staff in operating all Dust extraction systems of bagging plant, and maintain the same in proper working condition, round the clock.
- d. Lubrication of moving machinery during plant operation and during shut down period as well. The machinery necessary of the lubrication activities, such as grease guns, drain oil pans, oil catcher funnels, hoses and oil funnels are in the scope of the contractor, which includes maintenance of the same.
- e. One operation shall consist of at least 25 man-days worked, and the contractor shall supply the manpower accordingly, on round the clock basis.
- f. The contractor shall deploy a minimum of 25 manpower, on per shift basis.
- g. If the manpower present in the shift is less than the above-mentioned, the payment per operation shall be made proportionally to the manpower provided. Illustration of the same can be as follows, if the contractor provides a manpower of 20 workmen instead of the required 25, the operation shall be considered as:

$$20/25=0.8 \text{ operation}$$

9.0 Assistance in Misc. activities for Unforeseen requirements, Short Shutdown and Annual Turnaround (Refers Item No. 9.0 of Schedule of Rates).

Contractor should provide adequate manpower to assist the RFCL staff in miscellaneous activities owing to any unforeseen requirements, shutdowns and planned short shutdown/ Annual Turnaround as well. To perform the shutdown jobs as instructed by the

Engineer/Shift In-charge. Unskilled manpower shall be supplied by the contractor in the event of the above mentioned, round the clock.

10.0 Handling/shifting of Urea from Silo floor and its collection/ removal (Refers Item No. 10.0 of Schedule of Rates)

- a. Scrapping the material from Urea Silo floor as per requirement and store the same inside the silo or any other place as directed by the Engineer In-charge. Scrapped quantity may vary and will depend upon the Silo stock and deposition of urea on the floor.
 - b. To the scrap the floor, pneumatic chipper/vibro-feeder etc., have to be arranged by the contractor, if required.
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GENERAL TERMS & CONDITIONS

- 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 subject to availability. A few general activities such as cleaning of the Septic tanks for each washroom, is in the scope of RFCL. All lifting tools & tackles are to be got tested, wherever applicable, 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** 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-in- charge.
- 1.4.0** **Sub-Contracting:** Sub-Contracting of the job will not be allowed without prior written permission of the owner (RFCL).
- 1.5.0** Statutory deduction on account of Income Tax and GST TDS on works contract shall be made at the rates applicable at the time of release of payment to the bidder.
- 1.6.0** The rates quoted will be firm for the currency of the contract period and will not be subjected to escalation irrespective of any reason whatsoever. The rates quoted for materials if any are inclusive of all taxes. No taxes will be paid extra (excluding GST).
- 1.7.0** **COMPENSATION FOR SUBMISSION OF TENDERS:**
The tenderer shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though RFCL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.

Tenderer cannot withdraw their bids after opening of “Technical Bids”. Any withdrawal of bids post opening of Technical bids is liable to forfeiture of EMD.
- 1.8.0** **CHANGES IN TENDER SCHEDULE:**
RFCL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the tenderers well in time by email, of such changes along with notice of revised schedule. However, it shall be the responsibility of the vendor to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. RFCL shall not be responsible if a vendor is not able to participate in any activity related to this tender due to change in tender schedule.

1.9.0 ACCEPTANCE/REJECTION OF BIDS:

RFCL reserves the right to accept or reject, at their sole discretion, any bid/all bids in whole or in part without assigning any reasons thereof.

1.10.0 VALIDITY OF TENDERS:

The tenders must be valid for acceptance for 120 (One Hundred Twenty) days from the techno commercial bid opening date.

1.11.0 EARNEST MONEY:

- i. Tenderers must submit Earnest money deposit of Rs. **1,00,000/-** (Rupees One Lakh Only). The tenderers will have the option of submitting the EMD either in the form of a Crossed Demand Draft favouring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable in New Delhi (under this option the details of DD No. & Date, amount, bankers name etc has to be submitted in relevant field/column of online module) or by online payment mode. The charges, if any, for online payment or for DD for submission of EMD will be borne by bidder. Tenders without earnest money deposit are liable to be rejected. In case of submission of EMD by DD, it should be ensured by the vendor that the original DD is received by RFCL before opening time of techno-commercial bids (DD/EMD BGs should be received in RFCL within 7 working days of its preparation) for verification of the details of DD given online by the vendors.
- ii. Parties can also submit EMD in the form of Bank Guarantee. Format of EMD-BG is as per Annexure-X issued by any scheduled / Nationalised Bank except Co-operative and Rural Banks. The Bank Guarantee shall be valid for a minimum period of 120 days and the Tenderer shall give an undertaking for extension of the validity of the BG in case the same is desired by RFCL. (Details of BG Number and the date, amount, Banker's Name etc. has to be submitted in relevant field/column of online module).
- iii. EMD can be deposited in RFCL's account through RTGS/NEFT & details of this transaction with UTR No. To be submitted along with technical bid for verification. RFCL's Bank details for RTGS/NEFT are as follows:
 - a. Beneficiary Name : M/S. RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED.
 - b. Name of Bank : STATE BANK OF INDIA,
 - c. Branch : Commercial Branch, 70, The Great Eastern Centre, Nehru Place, New Delhi- 110 019.
 - d. Branch code : 04298
 - e. IFSC No. : SBIN0004298
 - f. Current Account : 36530729001

Note: If bidder opts to submit EMD through RTGS/NEFT then he/she shall submit copy of such transaction details immediately to sprakash@rfcl.co.in .
- iv. Earnest money shall be forfeited at the sole discretion of RFCL in case tenderer withdraws his bid post opening of Technical Bids, , after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Work Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.
- v. Earnest money of the successful tenderers shall be returned on submission of security deposit.

- vi. Earnest money deposited by unsuccessful tenderers shall be returned as early as possible.
- vii. No interest will be paid on the Earnest Money Deposit.
- viii. Parties can opt for electronic refund of EMD.
- ix. Earnest Money is liable to be forfeited if tenderer:
 - a. Withdraws or modifies offer in full or part any time after due date of opening of Technical bids.
 - b. Failure of the bidder to honour their offer.
 - c. Does not accept Purchase/ Work Order if placed by RFCL
 - d. Does not confirm of acceptance of order within the seven (7) days after placement of order.
 - e. Inability to perform satisfactorily after receipt of order in case of successful bidder.
 - f. If documents submitted along with the bid are found false, fabricated etc.
 - g. Fails to submit Security Deposit within 15 days of issuance of LOA / W.O. whichever is earlier.

1.12.0 CLARIFICATION:

For any clarification against this invitation of bid, please contact

- a. Shashi Prakash
 - Sr. Mgr. (C&P), RFCL NEW DELHI
 - Mobile No. : +91-0120-2553614
 - E-mail : sprakash@rfcl.co.in
- b. S N Saha
 - Deputy General Manager (Prod.)
 - Mobile No. : +91-9109992367
 - E-mail : snsaha@rfcl.co.in .

1.13.0 The following tenders will be liable to summary rejection:

- i. Tenders submitted by Tenderer who resort to canvassing.
- ii. Tenders, which do not fulfil any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
- iii. Tenders which contain uncalled for remarks or any alternative additional conditions.
- iv. The company reserve the right to accept or reject all OR any of the Tender without assigning any reasons thereof.
- v. Tenders not accompanying the Earnest Money of prescribed value and prescribed mode/form.
- vi. Not having PF, ESI Registration and Labour License.

1.14.0 If the Tenderer has relations whether by blood or otherwise with any of the employees (including employees on deputation) of the RFCL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which RFCL shall reserve the right to reject the tender or rescind the Contract.

1.15.0 The Contractor shall at all times indemnify RFCL against any claim which may be made under the ESI Act 1948, regulation/ scheme 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 work man or other person whether in the employment of the contractor or not.

1.16.0 In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being in force, RFCL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work, RFCL will recover the amount of the

compensation so paid from the Contractor's bill, Security Deposit, Bank Guarantees.

- i. 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 employee's share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the ESI Act, its regulations and scheme. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and RFCL will not bear any liability whatsoever on this account. Further, the Contractor also indemnifies RFCL against any damages/ interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- ii. 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 RFCL a copy of wages sheet as a proof of wages paid to the staff, treasury 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. He will also submit half yearly return of ESI with Invoice.
- iii. **Insurance Cover:**
(Insurance cover should strictly be as per "Workmen Compensation Act of India")

All workers whose salary is more than Rs 21,000/- per month need not to be covered by ESI. However, the contractor has to take the insurance policy to cover the risk towards temporary disablement and permanent disablement for the workmen.

The contractor shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work compulsorily towards compensations as admissible under the Workmen's Compensation Act 1923, and rules framed there under upon death/disablement of a worker. Photocopy of this insurance policy is required to be submitted by the contractor to RFCL immediately after the issue of LOA but before the start of the work. Payment against the work done will not be released to the contractor until and unless photocopy of the Insurance policy is submitted to the RFCL.

CONTRACTOR shall at his cost and expense take out insurance policy from a suitable insurance company and maintain for the entire period of the contract.

- a. **Workmen's Compensation Insurance (WCI):** This insurance shall conform to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the CONTRACTOR 's employees engaged in the WORKS.
- b. **Employer's Liability Insurance (ELI):** The insurance shall cover the liability of the CONTRACTOR as employer, for compensation beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life the CONTRACTOR's employees while engaged in the WORKS.
- c. **Third Party Liability Insurance (TPL):** This insurance shall cover legal liability for bodily injury to loss of life of and/or damage to and loss of properties of the third person party arising out of the performance by the CONTRACTOR of the works.
- d. **Automobile Liability Insurance (ALI):** This insurance shall cover all the CONTRACTOR's liabilities in connection with use by the CONTRACTOR for the WORKS of any mobile equipment and automobile and when used which are owned, non-owned hired and otherwise placed under the CONTRACTOR's

administration and control, or bodily injury to loss of life of and/ or property damage of any person or party. A list of such vehicles which is to be used by contractor with valid Insurance policy may be provided by contractor along with all valid licenses.

- e. **Other Insurance:** Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS

Inclusion of such insurance requirements in such contracts as aforementioned however, shall not release the CONTRACTOR from any of his responsibilities and liabilities under the CONTRACT.

- 1.17.0** Wages shall be paid by the contractor to the workman directly into their bank accounts through Electronic Fund Transfer 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.
- 1.18.0** The contractor may employ such employees/ labours as he may think fit and the employees so employed shall be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of RFCL 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, RFCL 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, RFCL shall be reimbursed by the Contractor for the same as also any other expenses costs and charges incurred by RFCL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the contractor, RFCL shall be entitled to claim, demand or compensation from the Contractor in that event. RFCL shall also be entitled to recover the aforesaid amount from the Contractor from any amounts that may become due and payable to Contractor.
- 1.19.0** In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in this document, the stricter terms favouring RFCL will apply. 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 upon any misunderstanding or otherwise will be allowed.
- 1.20.0** The contractor shall be liable to RFCL for any omission or commission on his part or on the part of his employees thereby causing any loss, damage, or inconvenience to RFCL.
- 1.21.0** 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.
- 1.22.0** 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.

1.23.0 QUANTUM OF JOB:

The estimated quantity and value of work has been given on the basis of technical assessment and indicates the approximate quantities. The Contractor shall have to execute any or all the jobs depending upon the requirement of the RFCL. The approximate quantity of product urea to be handled in the plant is 12.70 Lakh MT during the one-year period. The total quantity may increase by 10% . However, RFCL will not give any guarantee for minimum billing or minimum quantum of work to be executed against the contract. The rates shall remain firm for the increased or decreased quantities. Payment shall be made on the basis of actual quantities executed. RFCL shall in no way be liable to pay any idle labour charges / minimum charges / cost in this behalf.

1.24.0 FORCE MAJEURE:

“Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, strike, Epidemics , drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause.

On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence thereof this effect”.

1.25.0 LOSS TO PLANT DURING EXECUTION:

Any loss or damage caused to RFCL plant equipment etc during execution of this contract will be compensated by the contractor at his own cost and risk.

1.26.0 RFCL 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.

1.27.0 SECURITY DEPOSIT:

- i. The Security Deposit shall be **3%** of the contract value excluding GST.
- ii. In case of work awarded, Initial Security Deposit (ISD) shall be **1 %** of the contract value, which is required to be deposited within 10 days of the issue of the letter of acceptance by the successful tenderer. EMD can be adjusted against Initial Security Deposit. The balance amount of Security Deposit (S.D.) @ **2%** of the bill value shall be

deducted from each Running Bill of the Contractor so as to make the total recovery of Security Deposit @ 3% of the Contract / Work Order Value.

- iii. Alternatively, successful bidder can furnish Performance Bank Guarantee (PBG)/ Bank Guarantee (BG), in lieu of ISD & SD, from any Nationalized/ Scheduled Bank except Rural and Co-operative bank equivalent to the 3% of the contract value valid up to the expiry of Contractual period + three months claim period within 10 days of the issue of the letter of acceptance (*As per Proforma attached at Annexure XI*).
- iv. **The CPBG will be valid for period of 12 months + 3 months claim period.** In case of Contract is extended, the existing CPBG has to be extended for its amount and expiry date.
- v. No interest shall be paid on security deposit.
- vi. RFCL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to RFCL from the successful tenderer/ Contractor.
- vii. Security deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer/ Contractor shall be returned to contractor after obtaining 'No objection certification' from executive department after expiry of 'Validity plus Claim period' on demand within 30 days.
- viii. If the Contractor submits security deposit for 3% of the Contract value in the form of Bank Guarantee (BG) as above / or by DD, then only EMD shall be refunded along with first Final Bill payment.
- ix. Security deposit shall be forfeited in case the vendor fails to execute the order. However, 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 RFCL as a consequence of the termination of the contract.

1.28.0 PROCEDURE FOR MEASUREMENT/ BILLING OF WORK IN PROGRESS:

i. **Measurement and Billing:**

All measurement shall be in Metric System. All the works shall be measured jointly by Representatives of Engineer In charge and Contractor. Contractor shall prepare measurements on prescribed proforma and get it verified from Sectional Heads and Area In charges of the Executive Department at RFCL before raising the bill.

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 along with the copy of the following documents and all other documents to comply with the statutory requirement.

- a. Self-attested copy of the challan and ECR with respect to PF deposit relating to previous month.
- b. Self-attested copy of ESI challan relating to previous month and its payment receipt.
- c. Self-attested copy of the wage sheet.
- d. Self-attested copy of the proof for transfer of salary to the workers bank account through online transfer (EFT only).
- e. Self-attested copy of GST Deposit relating to previous month.
- f. Any other document if required as per NIT.

ii. **Completion Certificate/ Final Bill:**

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 respects 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 in the prescribed proforma with reference to the total work covered by the contract. Such bill to be drawn up 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 as conclusive.

The final bill, complete in all respects, shall be submitted by the Contractor within 30 days of the completion of work. No further claim shall be allowed by RFCL after Final bill. The following documents shall be submitted to comply with statutory requirements apart from the documents to be submitted with the Final bills:

- a. Undertaking against the compliance of the labour laws in the prescribed format
- b. No claim certificate in the format approved by RFCL
- c. Copy of the Form 19 (or) Form 13 of employees to be sending to PF office if required.
- d. Material reconciliation statement for all materials issued by RFCL to the contractor whether on free-issue basis or chargeable basis if any.
- e. No dues certification for facilities provided by RFCL to the contractor.
- f. Certificate of clearing of temporary establishments of the contractor at site.
- g. Indemnity certificate towards all Labour payments and statutory payments, indemnifying RFCL/ Consultant in this regard.

In case final bill is not submitted within 30 days, as specified above, the Engineer-in-Charge shall be at liberty to carry out their own measurement/recording of work done for making payment, if any or recover balances based on such measurement/recording which shall be binding on the contractor.

iii. **Final Certificate:**

Within 15 days of Contractors application made after the expiry of the Contractual period plus three months claim period here of satisfaction of all liabilities of the Contractor in respect there of the Engineer In-charge that the Contractor has performed the obligations in respect of the Contractual period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities, notwithstanding issue of completion certificate or payment of the final bill by RFCL.

1.29.0 TERMS OF PAYMENT:

- i. No payment shall be made to party if Security Deposit as well as Contract Agreement duly filled-in is not submitted to RFCL within Ten (10) days of issuance of LOA/Work Order, whichever is earlier.
- ii. Adhoc Payment of 50% of bill amount shall be made against first fortnightly bill of each month submitted by the contractor & certified by Engineer-in-charge. Balance

- payment shall be released along with settlement of second fortnightly bill of each month.
- iii. Following deductions will be made from the running bills:
- a. Income tax and other statutory levies at the rates applicable from time to time as per tax regulations.
 - b. Security deposit in case of option b). of clause No.1.32.
- iv. **Tax Liability:**
- a. The rates to be quoted by the bidder should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be reimbursed to the contractor against Tax invoice subject to submission of documentary evidence.
 - b. No variation on account of taxes and duties, statutory or otherwise, shall be payable by RFCL to Contractor/ Vendor except for GST. However, any statutory variation for GST shall be payable up to date of completion against documentary evidence except for period for which is completion is delayed due to delay by Contractor.
 - c. Statutory deductions on account of any law / Act for time being in force shall be made at the rates applicable at the time of release of payment to the bidder.
- v. **Debit notes and credit notes:**
All revisions, rectifications, modification, settlement of taxable value or tax charged may have to be carried out through debit notes and credit notes as early as possible. Further, Credit note shall be issued not later than September month following the end of the financial year in which supply was made or date of filing of the relevant annual return, whichever is earlier. If Contractor fails to issue debit/ credit note as the case may be RFCL may withhold the payment till rectification of such differences.
- vi. **Uploading of Taxable Invoices:**
Uploading of taxable invoice and credit/ debit notes shall be done by the Contractor strictly within the period prescribed in GST act. In the event that the input tax credit of GST charged by contractor is denied by the tax authorities to RFCL for the reason whatsoever, then RFCL shall be entitled to recover such amount from the Contractor by way of adjustment from the next invoice/ security deposit. RFCL shall also be entitled to recover interest and penalty in case it is imposed by the tax authorities' on RFCL.
- vii. **Income Tax Permanent Account Number (I-Tax PAN):**
The Tenderer shall mention the Permanent Account Number allotted by the Income Tax Authorities in his Tender.

1.30.0 PRESERVATION OF FREE ISSUE MATERIAL:

All materials issued to the Contractor by RFCL 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 RFCL for the losses suffered at penal rates to be determined by the Engineer In-Charge with reference to the rates charged for the purpose of recovery and shall be final and binding on the contractor.

1.31.0 ISSUE OF MATERIAL FROM RFCL:

Any issue of materials from RFCL stores not covered in RFCL obligation will be issued and charged on RFCL issue rate +25% + All Taxes will be charged extra. The issue of such material will be sole discretion of RFCL.

1.32.0 PENALTY:

As specified in STCC.

1.33.0 ENGINEER-IN-CHARGE:

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, direct 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:

For any disputes regarding this contract, the exclusive Jurisdiction shall lie in courts situated at Peddapalli (Telangana state) generally where the contract is being executed, and jurisdiction of all other courts is explicitly excluded. This Contract shall be interpreted and governed as per the laws of India/ Telangana state.

1.35.0 CONCILIATION & ARBITRATION:

For any disputes, efforts to be made to resolve with mutual discussion and in case the dispute persists, the arbitration proceedings shall be followed as per following provisions:

Except where otherwise provide in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning , operation or effect of the contract, or out the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract to be referred to the CEO, Ramagundam Fertilizers and Chemicals Limited or his/ her nominee for appointment of Arbitrator.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act. 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator, to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.

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

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 misbehaves or causes 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 REGULATIONS

The Contractor shall observe and abide by all fire and Safety regulations of the RFCL. Before starting maintenance work, the Contractor shall consult RFCL'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 RFCL, when requested. He shall be responsible for and must make good to the satisfaction of the RFCL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the RFCL'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 other statutory obligations.

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 RFCL free of cost.

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

However, Personal Protective Equipment's shall be provided to the Contractor's workmen by RFCL, on chargeable and permanent (non- returnable) basis. The cost of the item plus 25 % overhead charges shall be recovered from the Contractor.

1.38.0 CONTRACTOR TO EXECUTE AGREEMENT:

The Contractor's responsibility under this Contract will commence from the date of issue of the LOA / DLOA. The Tender Documents, Other Documents exchanged between the Tenderer and RFCL, the Letter of Acceptance, DLOA and Work Order shall constitute the Contract. The successful Tenderer shall have to execute an Agreement with Ramagundam Fertilizers and Chemicals Limited, on a non-judicial stamp paper as notified by Telangana state (Presently Rs.200.00) purchased from Ramagundam/ State of Telangana, within 10 (Ten) days of date of issue of LOA/DLOA OR Start of Work whichever is earlier. The cost of stamp paper shall be borne by the Contractor.

The agreement shall remain valid for the Total period of WO including extensions, if any.

The Agreement to be executed shall be in the Proforma which is specified by RFCL in NIT (**Annexure-XIII**).

1.39.0 BIDDER TO ACQUAINT HIMSELF FULLY (BEFORE SUBMISSION OF BIDS)

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.

1.40.0 PAYMENT FOR PREPARATION OF BID DOCUMENTS

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 RFCL under the Contract or otherwise including right of RFCL 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 if the Contractor:

- i. Becomes bankrupt or in solvent 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 or any insolvency proceedings have been initiated under Insolvency Bankruptcy Code, 2016, Or
- ii. Abandons the work, Or persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or
- iii. persistently fails to adhere to the agreed program of work Or
- iv. Sublets the work in whole or in part thereof without RFCL's consent in writing assigns, transfers or sublets or attempts to do so., Or
- v. Performance is not satisfactory, or work is abnormally delayed, Or
- vi. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of RFCL within fifteen days after written notice of such default is provided to the Contractor.
- vii. Failure to pay minimum wages to the employees/workmen of the Contractor and related statutory payments to the concerned authorities for consecutive period of Three months, or
- viii. In the event of theft/untoward incident happened due to act of Contractor and/or its employees, or
- ix. Ring tender/ Cartel formation/ non-Bonafede method, Or
- x. RFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the RFCL.

Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the RFCL as a result of such termination except

the fees and costs for the meaningful services rendered by the Contractor and acceptable to RFCL, up to the date of termination. In case of termination of this contract on its expiry or otherwise, the staff deployed by the Contractor will have no claim for any employment in the regular / or any other capacity in RFCL

1.42.0 CONSEQUENCES OF TERMINATION:

If the contract is terminated by RFCL for the reason detailed under clause above or for any other reason whatsoever:

- i. RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount (plus 25%) by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/ rights/ claims etc. that may be available with RFCL.
- 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 advances 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 RFCL as a consequence of the termination of the contract.

1.43.0 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 RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

1.44.0 STATUTORY OBLIGATIONS:

The Contractor shall ensure payment of minimum rates of wages to his contract workers as fixed and revised from time to time by the Appropriate Authority i.e. Central Government/State Government as applicable from time to time under the Minimum Wages Act, 1948.

- i. The contractor shall abide by all the Laws/Acts/Rules/ Regulations including labour laws related to PF& Wages.
- ii. It is understood by the contract that in the event of any losses/damages caused to the owner (RFCL) 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 claims/damages to which the Owner is entitled under the contract or in the course of Law.
- iii. The contractor shall ensure that all formalities / permissions/ licenses required be completing / complying under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement / employment of laborers.
- iv. "The contractor is required to maintain registers and records and to discharge all statutory obligations under the various labour laws enacted & amended by the

Appropriate Government i.e. Central/state, from time to time, including Contract Labour (R&A) Act, 1970 & central rules enacted there under, Payment of wages Act, 1936, Minimum Wages Act, 1948, Factories Act, 1948, Employees Provident fund (Misc. Provisions) Act, 1952, Industrial dispute Act, 1947, Employees State Insurance Act, 1948, The Workmen's compensation Act, 1923 (in absence of coverage under Employees State insurance Act, 1948), The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996. The Building and Other Construction Workers Welfare Cess Act, 1996 and the rules enacted there under (Civil work only). etc."

1.45.0 "If a Bidder resorts to any frivolous, malicious or baseless complaints/ allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, RFCL reserves the right to debar such Bidder from participation in the present/ future Bids up to period of 2 years".

1.46.0 **TIME LIMIT FOR ANY CLAIM:**

In case the Contractor fails to claim compensation, from RFCL on account of any claim under the contract, in writing to the Engineer In-Charge, within a period of one month of cause of action of such a claim arise, the Contractor shall be deemed to have waived of his right to claim the same.

1.47.0 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.48.0 **Age Criteria for Workmen**

Engagement of child labour/ adolescent is prohibited and anyone violating this clause will be blacklisted and whenever there are violation of the provisions, the Company will resort to legal action as deemed fit. Person below the age of 18 should not be employed. Persons over the age of 60 years shall not be employed by the contractor.

1.49.0 **CORPORATE GOVERNANCE CERTIFICATE :**

Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer to certify that the Contractors are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary Contact workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/ Agency to give monthly undertaking with supportive documents stating that they are complying all Laws applicable for all the Contract workers including temporary workers engaged at RFCL site (Proforma attached as **Annexure "VIII"**) and which should be counter verify by the Execution Dept. and after certification month wise, it is forwarded to HR Department.

1.50.0 The prospective tenderers having any common partners/ Directors/managing Partners, etc. or having other common criteria shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participation in the tender. Tenderers has to submit a declaration along with the technical bid that:

- i. No other Firm/Sister concern/Associate belonging to the same group is participating

- /submitting this tender.
- ii. That the bidders, their associates, Sister Concern, etc. have not been black listed by any institutional agency/Govt. Dept./Public Sector Undertaking in the last two years.
 - iii. In case of concealment of any fact, if detected later on, such tenderers will be debarred from all future dealings with RFCL.
- 1.51.0** Bidders should ensure that the tender documents /offer has been signed by appropriate / authorized representative of the Company. Withdrawal of offer/non-acceptance of orders placed based on the offers submitted by bidders on their letterhead; will not be allowed on the ground that offer was not signed by authorized person.
- 1.52.0** The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the HSN code of item and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). A proper invoice in the form and manner prescribed under relevant section of GST Act shall be provided by the supplier along with the supplies.
- 1.53.0** **BID EVALUATION:**
Following shall be considered for the purpose of bid evaluation only:
- i. **TECHNO-COMMERCIAL EVALUATION (TQC):**
Technical bids of all participating vendors shall be evaluated considering conformity to all documents pertaining to BQC (Annexure-II) and submission of following documents:
 - a. Company Profile, Public or Private Limited Company/ Undivided Hindu Family/ Individual/ Partnership Firm/LLP. A Notarized Certificate to this effect.
 - b. P.F. Registration No. of the Contractor along with Documentary proof thereof.
 - c. PAN No. of the Contractor along with Documentary Proof thereof.
 - d. GST Registration No. with Documentary Proof.
 - e. Service Accounting Code No.
 - f. ESI Registration No. of the contractor along with documentary proof thereof.
 - g. MSME Certificate issued from Udyog Aadhar / NSIC/DIC.
 - h. Copy of labour license.
 - i. Integrity Pact.
 - ii. **PRICE EVALUATION (PQC)**
 - a. Price bids of only those bidders shall be opened who qualifies Techno-Commercial bid evaluation as mentioned above.
 - b. Evaluation will be done on overall L-1 basis.
- 1.54.0** RFCL reserves the right to negotiate with L1 bidder at its sole option. In such case, the negotiations shall be held with L1 bidder only at RFCL's NEW DELHI office and prior intimation shall be given by RFCL to such bidder.
- 1.55.0** RFCL reserves the right to reject or accept any tender without giving any reason.
- 1.56.0** The bids not accompanied with the requisite Earnest Money will not be opened.
- 1.57.0** **INTEGRITY PACT:**
Bidders will sign the Integrity Pact as per enclosed format which is an integral part of The tender documents, falling, which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website: www.rfcl.co.in.

The name & e-mails address of IEMs are as under:

- i. Sh. Jagdish Prasad Meena, I.A.S (Retd)
A-1/401, Bharat Apartments,
Plot 8, Sector 18A, Dwarka
New Delhi - 110078
8802334455
Email: meenajp@gmail.com

- ii. Sh. Ashok Kumar Garg, ITS (Retd)
E-13, Sector-55
NOIDA – 201301
9868211000
Email: akgarg1654@gmail.com

Kindly upload duly signed copy of Integrity pact along with other documents.

(Shashi Prakash),
Senior Manager (Contracts & Procurement)

SPECIAL TERMS AND CONDITIONS OF CONTRACT**1.0 JOBS TO BE EXECUTED:**

- a. Normally, the contractor would be required to handle the entire production of urea 3850 T / day i.e., 85,555 bags/ day. However, it may increase/decrease at the sole discretion of RFCL (e.g., go up to or more than 1,25,000 bags per day) without giving any notice or reason whatsoever. Contractor would guarantee to carry out the work to the extent entrusted to them by RFCL. All empty Wagons / Trucks placed in our siding shall have to be loaded by the contractor.
- b. Loading operations will have to be synchronized with the working of Bagging Plant. Each conveyor can deliver about 30 to 40 stitched bags per minute. Adequate numbers of stitching and filling machines are expected to be in operation. The contractor will, therefore, have to perform loading operations at a speed so that bags discharged from each stitching conveyor up to the door of wagon/trucks are loaded promptly into the wagons/trucks or stacked at specified place. It may be noted that stitching of filled urea bags at all the bagging stations are to be performed with double thread stitching machines.
- c. Filled urea bag weighs 45.125 kg with a tolerance of (+) 50 gm. The number of stitches per bag should be kept within a range of 70~80.

1.1 The quantities indicated in the Schedule of Rates regarding the Urea Fertilizer to be handled by the contractor are only approximate as the loading activity is a function of market demand, production and availability of wagons/trucks and is, therefore, variable. RFCL, therefore, does not guarantee for the continuous flow of workload or for the quantity indicated in Schedule of Rates. The contractor is expected to have adequate arrangement of labourers and supervisory staff to adjust with fluctuating workload. The fluctuations in the daily workload cannot be made a ground by the contractor for any claim or disputes in any manner and no such claim or disputes will be entertained by the company from the contractor in this regard.

1.2 OBLIGATIONS OF CONTRACTOR

- a. These wagons and/or trucks will be stationed adjacent to the loading platforms. Use of hooks over the filled bags/empty bag bales is not permissible.
- b. The number & specified pattern of loading of Urea bags in trucks (with 2~3 No.s of truck loading machines of the 4 No.s available) will be done as instructed by the Engineer-In-charge. However, the quantum of loading per station will be governed as per availability of trucks in the shift and Clause 1.0(b) and will be independent of the amount of loading per truck.
- c. Loading of filled Urea bags in the wagons (with 8 No.s loading machines of the 16 No.s available) will be carried out in specified pattern as per the carrying capacity of the wagon stipulated/approved by the Railways from time to time. The approved loadings at present in different types of wagons are as under:

CLOSED WAGONS (no. of bags will change as per 1.0 (a)) *

| | | | |
|--------------|---|------------------------|----------|
| BCN, | = | 1330 bags (45 Kg bags) | 59.85 MT |
| BCNA/ BCNAHS | = | 1396 bags (45 Kg bags) | 62.82 MT |
| BCNHL | = | 1156 bags (45 Kg bags) | 52.02 MT |

* No of bags to be loaded in the wagons may be increased or reduced as per the guidelines of the Railways/Govt.

- i. The contractor must complete the filling/loading of a rake (including cleaning of wagons before loading and closing / sealing of doors after loading) in 9 Hrs and 00 minutes for BCN type Full Rake and 11hrs. 00 minutes for HL type Full Rake. Further 5 hrs and 00 minutes for mini rake of HL or BCN type with 8 nos. of wagon loading machines in operation at any time. However, if any machine fails/breaks down, the contractor must deploy additional manpower to fill the wagons in the stipulated time as defined above.
- ii. The contractor will re-organize its existing manpower and/ or arrange necessary additional manpower to carry out the stacking/loading operation & cleaning of the platform as per requirement.
- iii. This contract attaches utmost importance to the loading of correct number of filled urea bags in wagons / trucks. The contractor shall depute the required number of experienced loaders and supervisors on the loading platform so that wagons are accurately loaded in respect of quantity and quality of bags. The contractor shall also ensure that wagons to be loaded /under loading are individually supervised till its completion (till its door are closed) and also documented (for loaders, supervisors with each loaded wagon) for record. The decision of the Officer In charge / Engineer-in-Charge will be final in this respect.

1.3 As soon as wagons are placed on the loading line(s), contractor shall check the wagons & ensure:

- a. The wagons are completely cleaned before loading. They shall arrange to clear/collect, sweep from the wagons around the track and remove them to a place as directed by Engineer-in-Charge.
- b. That the uncleaned wagons are not loaded.
- c. Those doors of the wagon(s) are in operable condition and there should be no problem of closing the doors after loading. And report any issues with the doors to the Engineer In-charge.
- d. That there are no sharp edges on inside surface & any holes or cracks anywhere in the wagons that can rupture the bags.
- e. That LDPE sheets are spread inside the clean wagons, before loading.

1.4 The first job of contractor will be to find the number of bags to be loaded into the wagons or trucks as per the list before start of loading. The contractor's supervisor must write neatly the number of bags to be loaded on both the doors of wagons. Loading & stacking would be done in correct number & in a manner that the counting by the supervisor/officials is possible without any difficulty.

1.5 In case the contractor loads rejected / unfit wagons, he will be responsible to unload, re-clean and re-load in the accepted wagons at their risk & cost. In such event(s), the demurrage charged by the Railways will be on contractor's account.

1.6 The contractor will make an arrangement for carrying out a regular check on weighment and proper stitching of filled bags for all the machines in operation at an interval decided by Shift In charge. If any of the machines gives erratic weight and/or improper stitching the frequency of check weighment will be increased till the machine again starts functioning normally. The contractor will keep the record for check weighment and no. of stitches per bag in a register, which will be handed over to Engineer-in-Charge on completion. Any deviation observed during surprise check will be subject to penalty as per Clause 3.3 of this Annexure.

- 1.7** RFCL will provide empty bags regularly as per loading requirements. The contractor will make necessary arrangement for lifting the empty bags bales from the Empty Bags Storage (nearby platform or on the platform) and bring to the stands placed at various loading stations in operation & ensure that the loading operations are not hampered due to non-availability of the bags. Unnecessary accumulation of the wrappers will not be allowed. The contractor will be responsible for their safe custody, proper use & accounting of bags. He will also ensure that empty bags are not taken away for any other use except loading of Urea without the permission of Engineer in charge.
- 1.8** Contractor shall ensure that grills and its surrounding areas are maintained clean during all reclamation periods to maintain free flow of material. The contractor shall deploy adequate manpower/services for shifting of Tripper in Silo as and when required, removing/breaking of lumps from the grills placed above vibro-feeders while reclaiming material from silo and lifting/ repositioning the displaced grills. The number of persons required will have to be increased, in case, it is felt necessary, and decision of the Engineer-in-charge will be final and binding on the contractor.
- 1.9** Contractor should arrange at least four drivers for Scrapper operation in total. At least one scrapper operator along with helpers shall be available in each shift, to-shift urea prills from silo to Z-1011 through Reclaimer to bagging conveyor. Contractor shall engage only trained/skilled Scrapper operators for smooth operation of scrapper. It shall be the responsibility of the contractor that Reclaimer/scrapper drivers should have valid driving license for operation of Heavy Vehicles. This activity shall be an integral part of the contract and no additional payment shall be made for this activity.
- 1.10** After loading the bags, the contractor shall give challan for each truck or wagon, wherein he shall indicate the following:
- i. Number of urea bags loaded.
 - ii. Truck No or Wagon No. & Machine No.
 - iii. Time of start of work.
 - iv. Time of completion of work.
 - v. Loading order/ challan No.
 - vi. Any other detail required by the Engineer-in-Charge
- Three copies of challan will be given to the Shift- In-charge just after completing the loading. As a proof of completing the job, the company's representative not below the rank of Engineer-in-Charge will sign on the challan. The contractor shall submit copies of these challan along with their RA bills. The contractor will maintain a register of loading details.
- 1.11** As and when required by the Company, the contractor shall supplement labour force to clear any backlog of loading operations, cleaning of the area under their charge and other related jobs.
- 1.12** It is for the information of tenderers that all the sixteen bagging machines will be available for loading urea bags in wagons/trucks. The deployment of labourers will be suitably adjusted by the contractor depending upon the kind of rake available or trucks so as to maintain the required rate of loading. The tenderers may keep this aspect in view while quoting.
- 1.13** The contractor shall close doors of the wagons, paste poster, label and seal the wagons properly. The contractor shall be responsible to complete all formalities necessary for obtaining clear RR from Railways and deliver the same to In-charge D&C Cell at RFCL. Wagon sealing material shall be provided by RFCL.
- 1.14** The manpower requirement on round the clock basis, at any time of the day and on any of the days, including Holidays. Supervisor shall stay in nearby locality at Ramagundam and should be available on phone. The contractor must keep labourer available in the nearby area of RFCL-Ramagundam, so that they can be mobilized within short period for meeting

any urgent requirement. The contractor should take this aspect into consideration for formulating his rates and quotation.

- 1.15** Manpower should be available for jobs in General shift and in A/B/C Shifts as per RFCL requirement. A Shift starts from 6.00 Hrs to 14.00 Hrs, B shift starts from 14.00 Hrs to 22.00 Hrs and C shift starts from 22.00 Hrs to 6.00 Hrs.
- 1.16** The requirement of labour manpower is need based and not of continuous nature.
- 1.17** Contractor shall arrange for the required number of workers whenever required by Engineer in-charge so that the job has to start immediately.
- 1.18** Payment shall be made on actual job carried out, duly certified by concerned RFCL Engineer in Charge.
- 1.19** All the jobs are to be carried with safety norms applicable for carrying out the specific job under the instruction of Engineer-in-Charge and safety authorities. The contractor must make following safety appliances available to the workers while at job site: Safety Helmet, Safety Shoes, Safety goggles, Ear plugs and Hand Gloves. Apart from these PPEs any other PPEs, if required for the job shall be provided by RFCL.
- 1.20** **Validity of Contract:** Contract shall be valid for One year from the date of Notification from Engineer-in-Charge for the start of work. LOI / Work Order shall be issued but effective date for start of Contract shall be from the date of Notification from Engineer-in-Charge for the start of work.
Contractor shall Mobilize at site within 7 (Seven) days of notification for actual date of start of contract. However, if the necessity arises Contractor may have to mobilize at site within 3 days of instruction given by RFCL in writing.
Extension of Contract: The extension of contract can be given on the same rates, terms & conditions for a period of three months on Mutual consent. Further extension may be given only in exceptional circumstances based on mutual discussions / consent.
- 1.21** The Contractor shall be responsible to arrange Gate-Pass to service persons engaged by him for entering into office premises under scope of work as per procedures laid down by RFCL from time to time. In case, services are not provided due to absence of persons on account of non-availability or renewal of Gate-Pass, Penalty shall be levied. . Refer Clause No.3.8
- 1.22** At the time of start of the contract by the contractor, the list of tool & tackle or any other equipment brought by the contractor at site is to be submitted by them which will be verified by RFCL Shift in Charge. If any addition and deletion is there, they have to inform to RFCL in writing. If any item more than the list submitted by the contractor will be found, strict action will be taken against the contractor & out pass will be given for listed items.
- 1.23** The contractor shall visit the site for discussion with plant authorities for understanding the nature of job. In case of any doubt, contractor shall consult the Engineer In-charge for clarification of the same before quoting the rate. Reasoning of any ignorance shall not absolve the contractor of his commitment to execute the job.

2.0 INCENTIVE/ BONUS:

Incentive will be paid for loading done on the following basis, for meeting stipulated loading targets as indicated below:

a. Monthly incentive:

Payment shall be made to the contractor for achieving the loading target for the months as stipulated below. Incentive payment shall be made on monthly invoice raised @ Rs.1 per MT by the contractor.

| | Loading target (MT) | Incentive amount (Rs) |
|-----|---|------------------------------|
| | [Base: 4042 MT/day (<u>105% of total capacity</u>) * No of days in a month] | |
| i. | For a month of 31 days | 1, 25,302 MT 1, 25,302 Rs |
| ii. | For a month of 30 days | 1, 21,260 MT 1, 21,260 Rs |

| | | | |
|------|------------------------|--------------|--------------|
| iii. | For a month of 29 days | 1, 17,218 MT | 1, 17,218 Rs |
| iv. | For a month of 28 days | 1, 13,176 MT | 1, 13,176 Rs |

** The incentive/ Bonus will only be payable on meeting the stipulated quantitative target and will be restricted to the incentive amount for that particular month.*

b. Incentive towards completion of Rake loading within permitted time (As per STCC Clause no 1.2 (c-i))

Incentive amount of Rs.10,000/- for completion of loading of Full Rake (BCN or HL type) within permitted time shall be paid to the contractor. In case of mini rake (BCN or HL type) an incentive amount is Rs. 5000/- shall be paid to the contractor.

3.0 PENALTIES.

3.1 Mode of calculations for Penalty

- a Time allowed for loading (including cleaning of wagons before loading and closing / sealing of doors after loading) in rakes as under:
 - i For Closed full-size Rake = 9 hrs. 00 minutes (BCN type Rake)
 - ii For Closed full-size Rake = 11 hrs. 00 Minutes (HL type of Rake)
 - iii For Mini Rake =5 hrs.00 Minutes (BCN or HL type Rake)
- b Penalty Rate for Rake per hour and part thereof beyond permitted time for delay attributable to contractor will be the 100% demurrage calculations as made by Railway Authorities.
- c In case a rake is loaded in time in excess of the permitted time, any major down-time attributable to RFCL will be proportionately reduced from the rake loading time limited to the permitted loading time, as given above. Even if, one wagon is left after stipulated time, the demurrage shall be charged. The penalty shall be calculated on the full rake (all the wagons) for exceeding the permitted time.
- d The placement and completion time of rake loading will be taken from the Production Department's logbook or Railway In/Out time. The decision of the Engineer-in-Charge will be final in this respect.

3.2 Wagons/trucks loaded by the contractor shall be subject to surprise check for loading correct number of bags as mentioned in the challan. A penalty @ Rs.350/- plus GST per bag (Rupees three hundred and fifty only) shall be charged from the contractor for short / excess loading. No payment shall be admissible to the contractor for unloading/reloading of bags in such cases.

3.3 If check weightment or counting of number of stitches on filled bags from all machines /is not carried out as per Special Terms & conditions clause 1.6 and if bags with weight variation / variation in number of stitches w.r.t Special Terms & conditions clause 1.0 (c) are loaded in trucks / wagons, a penalty of Rs100/- plus GST per incidence (Rupee one hundred only) will be imposed on the contractor.

3.4 Penalty for less loading/ delay in loading:

- a If wagons are available on the platform for loading, then bagging & loading operation should be started without wastage of time. If all the wagon loading machines are not started within 15 minutes of the placement/allotment of the wagons or the beginning of every shift, then penalty shall be levied on the contractor @ Rs.200/- for each wagon loading machine if the reasons for delay are not attributable to RFCL. Decision of the Engineer In-charge shall be binding in case of any dispute while levying penalty.
- b Stitching, bagging, loading activity shall continue until man to man relieving, during shift changeover. Suspension of these activities during shift changeover for a duration of

more than 15 minutes shall attract a penalty of Rs. 200/- per wagon loading machines, for reasons solely attributable to the contractor.

3.5 Absence of Contact Person in the Shift

A penalty of Rs.500 per shift will be imposed for absence / non availability of Supervisor at the site.

3.6 Overweight/underweight bags and improper stitching:

In case any variation in gross weight allowable limit and improper stitching is noticed on checking, contractor will have to unload already loaded material to recheck the weight / stitching. No unloading / reloading charges will be paid in such case. A penalty of Rs. 500 per MT urea will be levied from the contractor, if no of bags are less than 20. If the number of bags are more than 20 bags then penalty will be levied at the rate of Rs. 50 per bag.

3.7 Urea filled bags to be stacked, either on loading platform or at any other place as directed by Shift-in-charge, should be covered properly by the contractor. All defective filled by urea bags unfit for loading will be dumped in the trolleys provided for the same and recycled back through the bucket elevator or sent back to silo as per its quality. Any spillage of urea on the platform must be avoided. In case urea filled bags are found scattered on the platform a penalty of Rs 300/- plus GST (Three hundred only) per bag will be imposed on the contractor.

3.8 Closing of doors of covered wagons:

In case the doors of covered wagons including BCNHL wagons are not closed properly, a penalty of Rs. 1000/- per wagon shall be levied.

OPERATING STATIONS:

3.9 In event, contractor fails to operate 8 Nos. wagon loading machines in case of Wagons and 2 Nos of truck loading machines in case of Trucks, a penalty @ Rs. 7,000/- for shortfall of each wagon/truck loading machine per Shift shall be levied on contractor when there is no reason attributable to RFCL. There will be some periods during the year when the loading would be less due to reasons attributed to RFCL viz, less production, breakdown, shutdown etc. then penalty as mentioned above shall not be levied.

3.10 If the contractor fails to provide experienced manpower for the operation of Scrapper of Silo, contractor shall be penalized at the rate of Rs 3,000/- (Three Thousand) per shift. However, the penalty shall not be levied if the reasons are attributed to RFCL.

3.11 Every care shall be taken while doing the job for quality completion of the job. Damage caused due to careless working to the equipment shall be recovered from the contractor at a value of cost +25% charges.

4.0 ESCALATION / DE-ESCALATION CLAUSE

The rates quoted by the tenderer shall remain firm during the currency of the contract including extended period also, except increase / decrease in the minimum wages of the Un-skilled Labour by Central Government. The escalation/de-escalation on account of increase/decrease in the minimum wages shall be compensated to the contractor as per the formula indicated below:

[Billed Amount x 0.65 x (Escalated / De-escalated minimum wages of Un-skilled Labour – Min. wages of Un-skilled on bid opening date of Techno commercial un-priced bid)] /

Minimum wages of Un-skilled Labour on bid opening date of Techno commercial Un-priced bid shall be considered-

The above formula for escalation/ de-escalation will be used for the minimum wages of Un-skilled Labour prevailing at the time of opening of Techno commercial un-priced bid and not for skilled labour wages.

“Escalation / De-escalation shall be calculated on the minimum wages of Un-skilled Labour declared in the notifications issued by Central government/State Govt of Telangana whichever is higher as applicable on the date of opening of Techno commercial un-priced bid. Even if the notification is issued at a later date, it shall be considered from retrospective effect and the same shall be the basis of calculations”.

XX

PRICE BID FORMAT

Schedule of Rates for the Work of contract “Bagging of Product Urea and Loading the same in Wagons & Trucks and Misc. Jobs as per Scope of Work, for a period of One Year, (2023-24)”

| Item No. | Description | UOM | Estimated Quantity/Year | Unit Rate ₹ / unit | Unit Rate in Words | Total Annual value, ₹. | Value in Words |
|--------------------------------------|--------------------------------------|---------------------------|-------------------------|--------------------|--------------------|------------------------|----------------|
| 1.0 (A) | Scope of Work as per Clause No. 1.1 | MT | 10,16,400 | | | | |
| (B) | Scope of Work as per Clause No. 1.2 | MT | 2,54,100 | | | | |
| 2.0 | Scope of Work as per clause No. 2.0. | MT | 6,000 | | | | |
| 3.0 | Scope of Work as per clause No. 3.0 | No. of Trucks | 350 | | | | |
| 4.0 | Scope of Work as per clause No. 4.0 | No. of Operations | 180 | | | | |
| 5.0 | Scope of Work as per clause No. 5.0 | No. of Operations | 365 | | | | |
| 6.0 | Scope of Work as per clause No. 6.0 | No. of Operations | 365 | | | | |
| 7.0 | Scope of Work as per clause No. 7.0 | MT | 1,200 | | | | |
| 8.0 | Scope of Work as per clause No. 8.0 | No. of Operations | 1,100 | | | | |
| 9.0 | Scope of Work as per clause No. 9.0 | No. of Unskilled man-days | 1,000 | | | | |
| 10.0 | Scope of Work as per clause No. 10.0 | MT | 2,000 | | | | |
| Total Value /Amount (₹) | | | | | | | |
| Total Amount in Words | | | | | | | |
| GST _____ % (Extra as applicable) | | | | | | | |

Note:

- i. Rates quoted by the party should be exclusive of GST. GST, if applicable shall initially be paid by the contractor and RFCL shall reimburse the same against submission of documentary evidence of its payment to Govt.
- ii. Rates should be written in figures as well as words and it should tally. In case of any discrepancy, rates in words shall be taken as final and value calculated based on these rates.
- iii. For item at Sr. No 1 (B) the rates payable would be 1.5 times the rate quoted in Sl. No. 1(A) above. Refer **clause No. 1.2. (iv) of Scope of work.**
- iv. Total value of work for 01 year may also be written in figures and words.

Undertaking on Party's Letterhead

With reference to NIT No. _____ dt. _____ of
Ramagundam Fertilizers and _____ Chemicals Limited, Ramagundam for, at RFCL
_____ Ramagundam site, I / We

S/o.

Shri.

_____ R/o _____

Authorized Representative of _____ (the Institution)
_____ do solemnly affirm and declare as
under: -

- I) That our Institution/sister concern etc. has not been blacklisted or put on holiday by any Institutional Agency/Government Department/Public Sector Undertaking.
- II) That no other Institution/Sister Concerns/Associates belonging to the same group are participating/submitting the Tender for the job.
- III) That the information furnished by me/us in respect of above Tender is true and correct and nothing has been concealed. In case any of information is found to be false and incorrect at any stage, RFCL shall be fully competent to take the necessary action as deemed fit.

I / We are hereby confirming that the above details are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Seal & Signature of Bidder or
their authorized representative

Corporate Governance certificate about compliance of all Labour Laws on Bidders Letter head in below format

Certificate of Compliance of Statutory Provisions of Labour Laws

Certified that provisions of contract labour (Regulation and Abolition Act -1970) and other relevant Laws as mentioned below have been complied with towards the contract for.....
.....awarded to M/s
.....

Having Work Order Number.....dated.....for which RA bill Numberhas already been submitted for Rs..... Against which payment has been made on (date)..... and is as per minimum wages act, bonus & other and no complaint has been lodged till date by any labour of the above contractor who has paid wages for the month of

EPF and ESI Contributions for the above referred month have been deposited in r/o manpower deployed as mentioned as Sl. No.....toof wage payment register.

1. Minimum Wages Act-1970, Factories Act-1948 & 2013, workman compensation act-1923.
2. Employee's provident fund & miscellaneous provision act-1952.
3. The payment of bonus act-1965.
4. Any other labour law formed by state/central government from time to time and relevant to the above contract.

(Signature of Contractor with Seal)

Authorised Signatory
Signature & Seal
(Executing Department)

CHECK LIST FOR BIDDERS

| S. No. | Documents | Yes/No or N/A |
|--------|---|---------------|
| 1 | Tender Documents: NIT / RFQ | |
| 2 | EMD DD No. _____ Amount _____ Date _____ or / Bank Transfer / NEFT / RTGS or for fee exemption valid self-attested registration certificate issued by concerned Authority of MSME as per tender document. | |
| 3 | Whether all the pages of tender documents are stamped and signed & properly tagged with all documents? | |
| 4 | Whether declaration form-I is filled up? | |
| 5 | Whether declaration form-II (bidder's details) filled up? | |
| 6 | Whether e-banking mandate form is filled up? | |
| 7 | Whether self-attested copy of registration of the firm (for Partnership firm or Pvt. Ltd./ Pub. Ltd. Company) is Enclosed?? | |
| 8 | Enclose latest Notarized Affidavit towards sole proprietorship of firm / self -Attested Partnership deed or Incorporation Certificate of Company / Article of Association / Memorandum of Association as applicable | |
| 9 | Self-attested copy of PAN Card | |
| 10 | Self-attested copy of GST Certificate | |
| 11 | Self-attested copy of EPF Certificate | |
| 12 | Self-attested copy of ESI Certificate | |
| 13 | Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company. | |
| 14 | Undertaking on Party's letter head about Blacklisted/Non-Blacklisted company. The certificate should be exactly in the same format as given IN tender document (Annexure- VII) | |
| 15 | Average Annual Turnover of the business in F.Y. 2019-20, 2020-21 & 2021-22 (Enclose copy of Audited Profit & Loss account and B/S for the Financial Years 2019-20, 2020-21 & 2021-22). | |
| 16 | Labour License details to be submitted along with documentary proof. | |

| S. No. | Documents | | | Yes/No or N/A |
|--|---|------------------------------|-------------------------------|---------------|
| 17 | Give details of the major similar contracts handled by the tendering Company / Firm / Agency during last seven years (ending last day of month previous to the one in which applications are invited) | | | |
| S. no. | Details of Client | Amount of Work completed (₹) | Contract period (From and to) | |
| A | | | | |
| B | | | | |
| C | | | | |
| D | | | | |
| <i>(If the space provided is insufficient, a separate sheet may be Enclosed)</i> | | | | |
| 18 | Documents showing completion of three similar works of value not less than ₹ 3.84 crores (excluding GST) per annum related to provision of similar services in a single contract during the last seven years (ending last day of month previous to the one in which applications are invited) (Enclose copies) | | | |
| 19 | Documents showing completion of two similar works of value not less than ₹ 5.12 crores (excluding GST) per annum related to provision of similar services in a single contract during the last seven years (ending last day of month previous to the one in which applications are invited) (Enclose copies) | | | |
| 20 | Documents showing completion of one similar works of value not less than ₹ 7.68 crores (excluding GST) per annum related to provision of similar services in a single contract during the last seven years (ending last day of month previous to the one in which applications are invited) (Enclose copies) | | | |
| 21 | Attested copy of Work orders of similar works and satisfactory performance/completion Certificates having the detailed mentioned. | | | |
| 22 | All annexures have been signed including Integrity pact as per tender document. | | | |

BID SECURITY (EMD) FORMAT

DRAFT OF BANK GUARANTEE FOR BID SECURITY DEPOSIT/EMD

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), HAVING ITS REGISTERED OFFICE AT 4th Floor, KRIBHCO Building, Wing-‘A’, Sector-1, NOIDA- 201 301 (HEREINAFTER CALLED RFCL 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. _____ (RUPEESONLY).

1. WE _____ BANK HEREINAFTER REFERRED TO AS ‘THE BANK’ DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS. _____ (RUPEES _____ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY ‘RFCL’ 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 ‘RFCL’ STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY ‘RFCL’ 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 _____ ONLY).

3. WE _____ BANK FURTHER AGREE THAT THE TEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION 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 RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL 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. WE _____ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF ‘RFCL’ IN WRITING. DATED _____ DAY OF _____ 20

CORPORATE SEAL

FOR BANK

**BANK GUARANTEE FOR SECURITY DEPOSIT 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 RAMAGUNDAM FERTILIZERS & CHEMICALS LTD, a Company registered in India under Companies Act, 2013 and having its registered office at 4th Floor, KRIBHCO Building, Wing-'A', Sector-1, NOIDA- 201 301, India 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 RAMAGUNDAM FERTILIZERS & CHEMICALS LTD (hereinafter called OWNER 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 for Rs. _____.

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

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. The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. _____.

2. This BANK GUARANTEE FOR SECURITY DEPOSIT 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 / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the BANK GUARANTEE FOR SECURITY DEPOSIT shall become null and void.

4. This BANK GUARANTEE FOR SECURITY DEPOSIT 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 discre
5. tion 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 affect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially up to _____ 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 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 BANK GUARANTEE FOR SECURITY DEPOSIT is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)

FORM OF AGREEMENT

THIS CONTRACT made at RAMAGUNDAM (Telangana) on the-----day of ----- BETWEEN RAMAGUNDAM FERTILIZERS ANDCHEMICALS LIMITED, registered in India under the Indian Companies Act 2013, having its registered office at **4th floor, KRIBHCO Building, WING-A, SECTOR-1, NOIDA- 201301** (*herein after referred to as the "Owner" which expression shall include its successors and assigns*) of the ONEPART.

AND

----- carrying on business in sole Proprietor/ partnership/ company etc. under the name and style of----- --, having its office at----- (hereinafter referred to as the "Contractor" which expression shall include his/their executors, representatives and permitted assigns/ successors) of the OTHER PART.

WHEREAS the owner is desirous of executing certain works more specifically mentioned and described in the Work Order No. -----Dated -----for and WHEREAS the contractor has agreed to execute the work as specified in the Tender Documents/ Work Order referred to above.

NOW, THEREFORE, THIS CONTRACT WITNESSESS AS FOLLOWS:

ARTICLE-I

1.1 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents, namely:

- i This agreement of contract;
- ii NIT/ Tender documents;
- iii Acceptance of Tender;
- iv Letter of Intent dated ;
- v Work Order dated; and
- vi Further amendments, if any.

A copy of each tender document is annexed hereto and the said copies have been collectively marked Annexure-I.

ARTICLE-2

2.1 WORK TO BE PERFORMED

Inconsideration of the payments to be made to the contractor as here in after provided, he shall, with due care, promptness, accuracy execute the work in accordance with the Notice Inviting Tenders, Special Terms & conditions of Contract, Work Order and Letter of Intent.

ARTICLE-3

3.1 COMPLETION PERIOD

The contract work shall be duly completed in all respect and handed over to within stipulated time schedule from the date of issue of Letter of Intent. The time mentioned herein shall be the essence of the contract.

ARTICLE-4

4.1 JURISDICTION

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming 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 a competent civil jurisdiction in this behalf at Peddapalli District of Telangana (where this contract has been signed on behalf of the owner) and only the said Court(s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other courts.

ARTICLE-5

5.1 ENTIRE CONTRACT

The contract documents mentioned in Article-1 hereof embody the entire contract between the parties. The parties declare that in entering into this contract they do not rely upon any previous representation whether expressed or implied and whether written or oral, or any inducement, understanding or agreement and all prior negotiations, representations, contract and/or agreements and understanding are hereby cancelled.

ARTICLE-6

6.1 NOTICE

Subject to any provisions in the contract documents to the contrary, any notice or order or communications sought to be observed by the contractor on the owner with reference to the contract shall be deemed to have been sufficiently served upon the owner (not withstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered acknowledgement due post to the engineer-in-charge as defined in the general conditions of contract.

Without prejudice to any other mode of service provided for in the contract documents or otherwise available to the owner any notice, order or other communications sought to be served by the owner on the contractor with reference to the contract, shall be deemed to have been sufficiently served if delivered by hand or through registered acknowledgement due to the principal office of the contractor at his/their address mentioned on page No.1.

ARTICLE-7

7.1 WAIVER

No failure or delay by the owner in enforcing any right or remedy in terms of the contractor any obligations or liability of the contractor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability as the case may be, by the owner and notwithstanding such failure or delay, the owner shall be entitled at any time to enforce such right, remedy, obligations or liability, as the case may be.

ARTICLE-8

8.1 NON-ASSIGNABILITY

The contract and benefits and obligations thereof shall be strictly personal to the contractor and shall not on any account be assignable or transferable by the contractor.

ARTICLE-9

9.1 ARBITRATION

Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching

the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either Parties to the contract be referred to the Designated Unit Head / E.D /CFO/CEO, Ramagundam Fertilizers and Chemicals Limited or his / her nominee for appointment of Arbitrator.

The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under shall govern the Arbitration proceedings.

It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI MCLR/PLR / Base Rate as applicable to RFCL on the date of award of contract. The arbitration shall be conducted in English. The award shall be final and binding upon the parties.

IN WITNESS WHEREOF the parties hereto executed this contract on _____ the day of _____, 2020 and shall come into force w.e.f. _____

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Ramagundam Fertilizers and Chemicals Limited
(With Rubber stamp)
Rubberstamp)

Contractor
(With

Witness

Witness

1.

1.

2.

2.

INTEGRITY PACT

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

Ramagundam Fertilizers and Chemicals Limited (RFCL), as one of its endeavours to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (RFCL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (RFCL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitor(s) who ensure that concerned parties comply with their respective obligations under the Integrity Pact. One Independent External Monitor (IEM) nominated in consultation with Central Vigilance Commission (CVC) shall monitor the activities. Any NIT/RFQ/tender related complaint, for NIT/RFQ/tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitor (IEM) as per details given below :

Sh. Jagdish Prasad Meena, I.A.S (Retd)
A-1/401, Bharat Apartments,
Plot 8, Sector 18A, Dwarka
New Delhi - 110078
8802334455
Email: meenajp@gmail.com

Sh. Ashok Kumar Garg, ITS (Retd)
E-13, Sector-55
NOIDA – 201301
9868211000
Email: akgarg1654@gmail.com

Integrity Pact

(To be submitted along with technical bid/tender documents. To be signed by the bidder and RFCL)

Ramagundam Fertilizers and Chemicals Limited (RFCL) hereinafter referred to as "The Principal".

AND

_____ hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract for

(Bid Document No./RFQ No.: E-TENDER NO = 54474)
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder.

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6 : Equal treatment of all Bidders/Contractors/Sub-contractors.

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, RFCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, RFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on RFCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, Ramagundam Fertilizers and Chemicals Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, RFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

Section 9 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of RFCL.

Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: New Delhi / NOIDA

Date: 09/01/2023

Witness 1 : _____
(Name & Address)

Witness 1 : _____
(Name & Address)

Gaurav Goel

RFCL, Sector 1

Noida, U.P.

Witness 2 : _____
(Name & Address)

Witness 2 : _____
(Name & Address)

Rahul Tyagi

RFCL, Sector 1

Noida, U.P.

