



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

**Ramagundam Fertilizers & Chemicals Limited**  
(A Joint venture company of NFL, EIL & FCIL)  
**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan,**  
**Sector-1, Noida, UP-201301**

**BIDS ARE INVITED FOR**

**Lining Up of Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years**

**E-Tender No: 57179**

**NIT Ref No: - RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024**

**October-2024**

***Tenderer's Sign & Stamp***

**Ramagundam Fertilizers & Chemicals Limited**

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

**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301**

NIT Ref. No. RFCL/C&amp;P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

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**NOTE:**

- Contractors are requested to see that all the papers of tender documents intacted as per above Index.
- All the pages of tender documents shall be signed & stamped by the contractor. All the tender digitally signed documents shall be uploaded on E-tender portal for E-tender category only.

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## **NOTICE INVITING TENDER**

**E-Tenders through <https://rfcl.abcprocure.com/EPROC/> Portal** are invited from experienced and financially sound contractors in **"Two Part Bid System"** for the work of **"Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years"** as per following:

S.N.	NIT No.	EMD	Overall Time of Completion	Start date to submit E-Tender	Opening of E-Tenders (Technical Bids)		
					Last date & time for Submission of E-Tender	At	Price Bid Opening
1.	RFCL/C&P/HR/LEASE VEHICLE/24-25/050 Dated: 01.10.2024	Rs.  <b>50,000.00</b>	<b>48 Months</b>	1000 Hrs.  on 01.10.2024	Up to 1030  Hrs. on 10.10.2024	At 1100  Hrs. on 10.10.2024	To be intimated

**RFCL reserves it's right to open the Price bids of only such contractors who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids.** RFCL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.

### **Special instructions to tenderers**

#### **1. Mode of Tendering:**

Ramagundam Fertilizers and Chemicals Ltd. (A Joint Venture of NFL, EIL & FCIL) has decided to Lineup a **"Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years)"** as per details in NIT 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.

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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

<p>1) <b>Mr. Sudhir Sharma,</b>  <b>Senior Manager (C&amp;P)</b>          RFCL-Noida  <b>Mob No: 9929508548</b>          Email: <a href="mailto:sudhirsharma@rfcl.co.in">sudhirsharma@rfcl.co.in</a></p>	<p>2) <b>Mr. Sankalp Sharma</b>  <b>Deputy Manager (C&amp;P),</b>          RFCL-Noida  <b>Mob No: 74050 17575</b>          Email: <a href="mailto:sharma.sankalp@rfcl.co.in">sharma.sankalp@rfcl.co.in</a></p>
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b) M/s. e-Procurement Technologies Limited

1	<b><u>e-Tender Registration</u></b>			
	<b>Escalation matrix for Profile Activation and DSC Verification</b>			
	<b>Level 1</b>	Mr. Harsh Dalwadi	6353217080	<a href="mailto:harsh.dalwadi@abcprocure.com">harsh.dalwadi@abcprocure.com</a>
	<b>Level 2</b>	Mr. Himalay Vaishnav	9081003339	<a href="mailto:himalay@abcprocure.com">himalay@abcprocure.com</a>
2.	<b>Escalation matrix for <u>e-Tender Submission</u> related queries</b>			
	<b>Level 1</b>	Support Team	95108 12960 95108 12971 78598 00621 99044 06300 92655 62819	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>
	<b>Level 2</b>	Mr. Sujith Nair	99044 07199	<a href="mailto:sujith@eptl.in">sujith@eptl.in</a>
	<b>Level 3</b>	Mr. Dharam Rathod	93745 19754	<a href="mailto:dharam@eptl.in">dharam@eptl.in</a>
3.	<b>Office Hours:</b> 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:

- 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.
- 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.

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(b) Pre-Requisites for DSC Registration:

- The Vendor becomes a valid Vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (class III DSC)
- Vendors need to procure DSC 24 hrs prior to Registration on <https://rfcl.abcprocure.com> .
- It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
- DSC can also be procured from the e-tendering service provider i.e., **e-Procurement Technologies Ltd.**
- Respective DSC Drivers needs to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.
- Vendor should map the DSC with their Log-ID immediately after registration, Email Verification.

(c) 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](mailto:info@abcprocure.com) , [dsc@abcprocure.com](mailto:dsc@abcprocure.com) , Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to 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

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7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
- (i) Vendors are advised to log on to the website (<https://rfcl.abcprocure.com>) and arrange to register themselves at the earliest
  - (ii) 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.
  - (iii) 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.
  - (iv) 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.
  - (v) Once the entire process of submission of online bid is complete, they will get an automail from the system stating you have successfully submitted your bid in the following tender with tender details.
  - (vi) 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.
  - (vii) 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.

**Tenderer's Sign & Stamp**

**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.

**TENDER SCHEDULE FOR “Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years)”**

<i>Sr. No.</i>	<i>Tender Stage</i>	<i>Date &amp; Time</i>
1	Start Tender Document Download	<b>01.10.2024 at 10:00 hrs.</b>
2	End Tender Document Download	<b>10.10.2024 at 10:00 hrs.</b>
3	Due/ last date of submission Bids	<b>10.10.2024 at 10:30 hrs.</b>
4	Techno-commercial Bids Opening	<b>10.10.2024 at 11:00 hrs.</b>
5.	Price Bid Opening	<b>To be intimated Later</b>

**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 and Reverse Auction. Matching of Prices will be done manually. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.

**15. Tender Opening:**

The tenders will be opened electronically by us from our RFCL Site Office in the presence of authorized representatives of Vendors who wish to attend the bid opening. The submission of bids may however be done by vendors from their office or from place of their choice. However, bids can't be submitted after the bid submission due date & time as per the schedule.

**16.** RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier/By Hand. The bids not accompanied with the requisite Earnest Money may not be opened.

**17.** RFCL reserves the right to reject or accept any tender without giving any reason.

**18. 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:

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**19. Name of Addressee & Address of Consignee:**

**DGM (HR) I/c,**  
Ramagundam Fertilizers and Chemicals Limited (RFCL),  
4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan,  
Sector-1, Noida, UP-201301  
E-Mail : [skchauhan@rfcl.co.in](mailto:skchauhan@rfcl.co.in)

**20. GST Nos.**

Place	GST NO.
RFCL-Noida	09AAHCR2335P1ZV

**21.** In the event of any contradiction between General Terms & Conditions and Special Terms enclosed with this NIT, the latter shall prevail.

Thanking You  
For & On Behalf Of  
Ramagundam Fertilizers and Chemicals Limited

**Sankalp Sharma**  
**Deputy Manager (C&P)**

*Tenderer's Sign & Stamp*



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**ANNEXURE-I**

**COVERING LETTER OF NIT /  
INSTRUCTIONS TO THE TENDERER AND TENDER CONDITIONS**

To  
As per List

**Subject: Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years**

Dear Sir,

Sealed TENDERS are invited for the work as detailed below:

.	Name of Work:	<b>Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years</b>
1)	Earnest Money:- (Tender received without EMD is liable to rejected)	Tenderer to submit Earnest Money of Rs. <b>50,000/- (Rs. Fifty Thousand only)</b> in the form of crossed Demand Draft / Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of "Ramagundam Fertilizers and Chemicals Limited" payable at New Delhi. Cheque shall not be accepted in any case. Alternatively the above amount(s) can also be transferred through digital means directly to RFCL's bank account ( <b>SBI CC No. 40306767010, IFSC: SBIN0004298</b> ) along with intimation of the banks transfer reference number to us. In case party is seeking exception of EMD under MSMED Act, the party is required to submit the required documents showing eligibility.
2)	Validity of Tender	<b>120 days</b> from the Date of Opening of tender/Technical Bids for the acceptance.
3)	a) Validity / Period of Contract	<b>04 Years+01Year (if extended)</b> from the date of award of the Contract.
	b) Time of Completion:	<b>48 Months / 04Years</b>
4)	Start date and time to submit tender:	01.10.2024 on 1000 Hrs.
5)	Last date and time to submit tender:	10.10.2024 up to 1030 Hrs.
6)	Techno-commercial Bids Opening date and time:	10.10.2024 up to 1100 Hrs.
7)	Price Bid Opening	To be intimated
8)	<b>Place of receipt and Opening of Tenders:</b>	<b>Office of Senior Manager (C&amp;P), RFCL, Noida</b>

9) Tender Documents may be downloaded from our website [www.rfcl.co.in/](http://www.rfcl.co.in/) or <https://rfcl.abcpocure.com/EPROC/>. Parties are advised to visit RFCL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.

**10) Security Deposit:**

**a. The Security Deposit shall be 10% of the contract / Works order value excluding taxes.**

**b. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value** which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) / WO by the successful tenderer. EMD (If applicable) can be adjusted against SD or returned as per terms of the contract.

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

No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from security deposit.

In the event of non-performance /non-compliance with any provisions of the Contract by the Contractor or termination of contract due to default of the contractor, other than Force Majeure reasons, the Security Deposit/Performance Guarantee shall be forfeited.

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

- c. The Security Deposit will be refunded to the Contractor after successful completion of the contract period + three months claim period. No interest shall be paid on E.M.D., I.S.D. and S.D.
- d. Security deposit may be deposited through Electronic Fund Transfer (EFT) using the below mentioned bank details: -

1.	NAME OF FIRM	RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
2.	BANK ADDRESS	STATE BANK OF INDIA, COMMERCIAL BRANCH, 70, THE GREAT EASTERN CENTRE, NEHRU PLACE, NEW DELHI, 110019
3.	IFSC CODE	SBIN0004298
4.	ACCOUNT NO.	40306767010

If bidder opts to submit EMD/Tender fee through RTGS/NEFT then he/she shall submit copy of such transaction details immediately to [sharma.sankalp@rfcl.co.in](mailto:sharma.sankalp@rfcl.co.in) and [sudhirsharma@rfcl.co.in](mailto:sudhirsharma@rfcl.co.in)

- e. Security Deposit(SD) may also be deposited in the form of Bank Guarantee(Annexure-XV) .

**11) 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 respect in accordance with the instructions, specifications of contract documents. The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him.

The final bill shall also include all additional claims of the contractor and considered conclusive. The final bill, complete in all respects, shall be submitted by the Contractor within one month of the completion of work. No further claim shall be allowed by RFCL after Final bill. **Contractor shall also furnish “NO CLAIM CERTIFICATE” in the prescribed Performa (Annexure- XXI) along with Final Bill.**

12) All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing to Senior Manager (C&P), Ramagundam Fertilizers And Chemicals Limited (RFCL) at least 7 (Seven) days prior to the closing date of the tender.

13) The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.

14) The rates should be quoted item wise for the complete Scope of Work as per Performa ‘Schedule of Rates’. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for 120 days from the date of opening of Technical bid for the acceptance.

15) In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be acceptable.

16) The tenderer shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of Rates.

17) Ramagundam Fertilizers And Chemicals Limited (RFCL) reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender. The tender can be split between two or more tenderer without assigning any reason thereof as per the requirement on case-to-case basis.

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18) Incomplete Tenders or Tenders not accompanied with the required Details / Documents / ~~Tender fee~~/ EMD would be liable to be rejected without any further reference whatsoever.

**19) Submission of Tenders:**

- i) No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
- ii) Tender documents should be submitted/uploaded along with duly filled in all Annexures.
- iii) The tender will be divided in three parts:
  - a) Earnest money.
  - b) Technical and commercial bid
  - c) Price bid

**Part. 1:** Under this part Tenderer will upload scanned copy of Earnest Money and ~~Tender Fee~~ of amount specified in NIT in form of DD/Banker's cheque/ Online Transfer/ Bank Guarantee in favour of "Ramagundam Fertilizers and Chemicals Limited" payable at New Delhi.

If the party is seeking exemption of EMD under MSMED Act, it is required to upload the requisite documents showing eligibility.

In case payment of EMD and ~~Tender fee~~ by Demand Draft/ Banker's Cheque/BG, the hardcopy of original documents should reach us before due date and time of opening of technical bid failing which the offer shall be liable to be rejected.

**Part. 2:** Under this part Tenderer will upload scanned copy documents as under:

- a) Signed copy of NIT and complete Tender Document as token of acceptance of terms and conditions.
- b) Duly filled Declaration Forms I, II & III (Annexure-II, III & IV) with supporting documents.
- c) Duly filled Annexure-V for registration of GST.
- d) Affidavit as per Annexure-VI on Non-Judicial Stamp paper of Rs.50/-
- e) Notarized/ Certified copy Power of Attorney/ Authorization in name of person who has signed the tender documents/ bid.
- f) Un-priced SOR along with technical Bid.
- g) Copy of the Pan Card.
- h) Documentary Proof for GSTIN Registration No., Code No., Accounting Code.
- i) PF Registration No. issued by RPF.
- j) Affidavit for proprietorship as per Annexure-XI on Non- Judicial Stamp paper of Rs.100/-
- k) Blank Cheque/ Bank details for bank A/c particulars etc.
- l) Duly filled Form-I attached with Annexure-XII (Bidder who shares Land Border with India)
- m) Documents required as per eligibility criteria (~~In case parties are not prequalified~~)
- n) MSME/ Start up certificate if applicable.
- o) Integrity Pact (If applicable)

**Part 3:** This part should only contain the 'Schedule of Quantities & Rates'/'Price Bid' with prices given in respective columns against each item, as enclosed herein, duly completed and signed & stamped on each page of tenderer. The price bid should be submitted clearly inscribing the name of the tenderer in the prescribed Proforma.

20) **Opening of Tender :** The Tender shall be opened as under :

The Tender shall be opened electronically as under:-

**Part 1:** Containing Earnest Money and ~~tender fee~~ shall be opened first on the Scheduled Date & Time of opening of tenders.

**Part 2:** Containing Technical Bid will then be opened. Necessary clarifications if required shall be taken from the bidders.

**Part 3:** Containing 'Price bid' will be opened if technical bid and EMD found in order on the same day or at a later date, which shall be intimated to be Tenderers.

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- 21) RFCL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids.
- 22) Evaluation of offer shall be on overall L-1 basis.**
- 23) All pages shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
- 24) No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.
- 25) The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister / group / Associates Company. In such cases only one of them will be eligible for participating in the tender.
- 26) While submitting the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non- acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 27) One person will be allowed to represent only one company during discussion/negotiation with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 28) RFCL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 29) In case, due to some unforeseen circumstances, the date of opening of the tender happen to be a holiday / closed day, the tender will be opened on the next working day.
- 30) The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.
- 31) RFCL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.
- 32) RFCL shall not be responsible for delay, loss or non-receipt of tender document sent by post.
- 33) The personnel of the contractor shall not enter into any unlawful activity within the premises of RFCL and have a good character.
- 34) In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the party. RFCL shall not be responsible on this account whatsoever.
- 35) The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from RFCL. If at any time such a discrepancy is detected, the contract shall stand terminated without any notice and the security deposit shall be forfeited.
- 36) The offers received after scheduled date and time of submitting the offer would be outrightly rejected.
- 37) If the tenderer/(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, RFCL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, RFCL shall deem such tender as cancelled, unless the firm retains its character.
- 38) RFCL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 39) If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/influencing the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
- 40) Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

**Tenderer's Sign & Stamp**

**Ramagundam Fertilizers & Chemicals Limited**

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- 41) Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
- 42) "Bidder shall not be affiliated with a firm or entity:
  - (a) That has provided consulting services related to the work to the RFCL during the preparatory stages of the work or of the project of which the works/services forms a part of. OR
  - (b) That has been hired (proposed to be hired) by the RFCL as an Engineer/ Consultant for the contract."
- 43) Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XII.
- 44) The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle/ relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such "Power of Attorney" should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender."
- 45) In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to RFCL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 46) RFCL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by RFCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by RFCL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RFCL there under."
- 47) This letter / instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
- 48) The tender shall be addressed to Senior Manager (C&P), RFCL-Noida.

Thanking You, Your Sincerely, For & behalf of  
Ramagundam Fertilizers and Chemicals Limited

**Sankalp Sharma**  
**Deputy Manager (C&P)**

*Tenderer's Sign & Stamp*

**Ramagundam Fertilizers & Chemicals Limited**

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NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

Name of the Work: **Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years**

**ANNEXURE -II**

**DECLARARTION-FORM-I**

(The following declaration to be signed by Tenderer / Contractor and to be submitted along with required documents which would be duly self- certified)

To,

**SM (C&P)**

**RFCL-Noida**

**Subject: Tender No.:- RFCL/C&P/HR/LEASE VEHICLE/24-25/050 Dated: 01.10.2024**

**Name of the Contract: - Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years.**

I/We \_\_\_\_\_ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of “**Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years**” work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. Ramagundam Fertilizers and Chemicals Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

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

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

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

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

Thanking you

Yours faithfully

For M/s \_\_\_\_\_  
(Signature of Contractor/Tenderer with SEAL)  
Address: \_\_\_\_\_

***Tenderer's Sign & Stamp***

**Ramagundam Fertilizers & Chemicals Limited**

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

**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301**

NIT Ref. No. RFCL/C&amp;P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

Name of the Work: **Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years****ANNEXURE -III****DECLARATION FORM-II**

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

Sr. No.	DESCRIPTION	YES / NO (If Yes, give the following details)		
1	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of RFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. RFCL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	<b>Name &amp; Design. of the employee</b>	<b>Place of Posting</b>	<b>Relation with the Employee</b>
2	<b>PAN No.</b> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. <b>along with Documentary Proof</b> thereof.			
3	<b>GST Registration No.</b> of the firm / company issued by GST authorities <b>along with Documentary Proof</b> thereof. Whether registered under composition scheme of GST	<b>Yes/NO</b>		
4	<b>MSME Registration</b> If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006. <b>(This contract is a Service contract)</b>	Yes / No (If Yes, a Self certified copy of registration certificate to be submitted) Mention the category i.e. Micro/Small/Medium  <b>(Not applicable on Works contract)</b>		
5	Type of Firm to be specified <b>(Proprietor / Partnership / Limited Co. etc.)</b>			
6	Name of the Firm			
7	Address of the Firm			
8	<b>Contact Details:</b> a) Name of the Person: b) Mobile number / Landline Number c) Email	<b>Contact Details:</b> a) b) c)		
9	Power of Attorney/Authorization for submission of tender document, as applicable Submitted	<b>Yes / No</b>		
10	Tender cost (Amount, DD Number and Date / Transaction details)			
11	EMD (Amount, DD Number and Date/ Transaction details)			

**Note: Please attach separate sheets for the details, wherever necessary.**

**Signature of the Contractor/ Tenderer with SEAL**

Place: \_\_\_\_\_ Dated: \_\_\_\_\_

*Tenderer's Sign & Stamp*

**Ramagundam Fertilizers & Chemicals Limited**

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NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

Name of the Work: **Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years**

**ANNEXURE -IV**

**DECLARATION FORM-III**

To,

Senior Manager (C&P)  
RFCL-Noida

**Subject: Tender No. RFCL/C&P/HR/LEASE VEHICLE/24-25/050 Dated: 01.10.2024**

**Name of the Contract: Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years.**

Dear Sir,

<b>1</b>	<b><u>UNDERTAKING</u></b> a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Unconditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional. b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us. c) It is confirmed that all the columns in the Price Bid, have been duly filled. d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.
<b>2</b>	<b><u>ACCEPTANCE OF TENDER CONDITIONS</u></b> I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the same.
<b>3</b>	<b><u>Labour License(If applicable)</u></b> The contractor shall obtain Labour Licence, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971 and submit a copy of the same to RFCL, Noida before start of execution of contract work. Accordingly we hereby give undertaking that: “As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of <b>Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years</b> from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to RFCL, Noida before start of execution of contract work”.
<b>4</b>	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name
<b>5</b>	I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of RFCL.
<b>6</b>	I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of RFCL.

Thanking you

Yours faithfully  
For & on behalf of Contractor

**Signature of the Tenderer /Contractor with SEAL**

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

**Tenderer's Sign & Stamp**



**Ramagundam Fertilizers & Chemicals Limited**  
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**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301**  
**NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024**  
Name of the Work: **Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years.**

**ANNEXURE -V**

**REGISTRATION OF GST NUMBER**

**Requirement of GST Number:**

The bidders are required to obtain the valid GST No., if applicable, as per laid down provisions under GST Act and submit a copy thereof as a documentary evidence. Further in case the registration is not applicable under GST Act the same may be confirmed and following undertaking may be given by bidder

**UNDERTAKING**

Whether Registration certificate obtained: Yes / No (tick whichever is applicable)

- a) In case Yes, copy of valid certificate enclosed.
- b) In case No, It is confirmed that registration under GST Act is not applicable.
- c) In case registration under GST Act becomes applicable during the currency of contract, same shall be obtained and copy of valid GST No. shall be submitted to the RFCL.
- d) Whether registered under composition scheme of GST. Yes/No

**(Signature & stamp of bidder)**

***Tenderer's Sign & Stamp***

**Ramagundam Fertilizers & Chemicals Limited**

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NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

Name of the Work: **Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years.**

**ANNEXURE- VI**

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

**AFFIDAVIT**

With reference to NIT No. RFCL/C&P/HR/LEASE VEHICLE/24-25/050 Dated: 01.10.2024 of Ramagundam Fertilizers and Chemicals Limited, Noida for the work of "**Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years**". I,

\_\_\_\_\_ S/o Sh. \_\_\_\_\_  
R/o \_\_\_\_\_ do hereby solemnly affirm and declare as  
\_\_\_\_\_ (Proprietor / Partner / Authorized signatory of the firm) on  
behalf of M/s \_\_\_\_\_ as under :-

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

DEPONENT

Dated: \_\_\_\_\_

**VERIFICATION**

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

DEPONENT

Place \_\_\_\_\_

Date: \_\_\_\_\_

**Tenderer's Sign & Stamp**

**Ramagundam Fertilizers & Chemicals Limited**

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

**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301**

NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

Name of the Work: **Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years.**

**ANNEXURE –VII**

**ELIGIBILITY CRITERIA**

The bidders, in order to become eligible to participate in the bid, need to meet the following eligibility criteria and submit the self-certified documentary evidences in support thereof; failing which price bid shall not be opened.

**Techno-Commercial Criteria**

S. N.	Conditions	Documents required (To be submitted alongwith Technical bid)	Uploaded(Y/N)
1.	<p>Bidder should be Service Provider / Contractor having successful experience of (particular work for which tender has been issued) <b>during the last Seven (7) years*</b>.</p> <p><b>Note:</b> “The last 7 years shall be counted from last date of the preceding month in which tender has been Issued.”</p> <p><b>(*) For Startup Companies (As Defined by Department for Industrial Policy and Promotion)</b></p> <p>Bidder should be Service Provider / Contractor having successful experience of (particular work for which tender has been issued) <b>during the last Three (3) years*</b>.</p> <p><b>Note:</b> “The last 3 years shall be counted from last date of the preceding month in which tender has been Issued.”</p>	<p>i) Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate.</p> <p>ii) In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above .The Authorization certificate should be issued for specific tender/enquiry.</p> <p>iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid.</p> <p>iv) For Proprietorship firm - 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) For Transport unions/Co-operative societies/Registered societies/Registered Companies, Limited or Pvt- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.</p> <p>vii) <b>For Startups: For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT),Ministry of Commerce &amp; Industry.</b></p>	<p style="text-align: center; color: red;">Response not to be filled here. To be filled in online portal.</p>

*Tenderer's Sign & Stamp*

**Ramagundam Fertilizers & Chemicals Limited**

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2.	<p>Bidder should have successfully completed <b>Hiring of Vehicle on Lease Basis</b> during immediate <b>last 7 years</b> as mentioned below :</p> <p>One work not less than <b>Rs. 30.60 Lakhs* Excluding Taxes, Duties etc.</b></p> <p>or</p> <p>Two works of not less than <b>Rs. 19.13 Lakhs* Excluding Taxes, Duties etc.</b></p> <p>or</p> <p>Three works of not less than <b>Rs. 15.30 Lakhs* Excluding Taxes, Duties etc.</b></p> <p><b>(* For Startup Companies</b></p> <p>Bidder should have successfully completed <b>Hiring of Vehicle on Lease Basis</b> during immediate <b>last 3 years</b> as mentioned below :</p> <p><b>(As Defined by Department for Industrial Policy and Promotion)</b></p> <p>One work order having value not less than <b>Rs 15.30 Lakhs Excluding Taxes, Duties etc.</b></p> <p>(or)</p> <p>Two work orders having value of each order not less than <b>Rs 9.56 Lakhs Excluding Taxes, Duties etc.</b></p> <p>(or)</p> <p>Three work orders having value of each order not less than <b>Rs 7.65 Lakhs Excluding Taxes, Duties etc.</b></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> <p><b>For Startups:</b> For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce &amp; Industry.</p>	<p style="text-align: center; color: red;">Response not to be filled here. To be filled in online portal.</p>
3.	<p>The average Annual turnover of the bidder in last three financial years shall not be less than <b>Rs. 11.47 Lakhs* Excluding Taxes, Duties etc.</b></p> <p><b>(* For Startup Companies</b></p> <p><b>(As Defined by Department for Industrial Policy and Promotion)</b></p> <p>Average Annual Turnover of the bidder in the last three financial year shall not be less than <b>Rs 5.74 Lakhs Excluding Taxes, Duties etc.</b></p>	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit &amp; Loss Account for the last three financial years.</p> <p><b>(FY 2021-22 , 2022-23 &amp; 2023-24)</b></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 director or not having any interest in the bidder's company).</p> <p><b>For Startups:</b> For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce &amp; Industry.</p>	

*Tenderer's Sign & Stamp*

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NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

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4.	<p>The net worth of the bidders should be positive for the Financial year <b>2023-24 ending 31<sup>st</sup> March 2024*</b>.</p> <p><b>Note:</b> **date of last Financial year should be mentioned considering the period in which tender is issued**.</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 director or not having any interest in the bidder's company).</p>	<p><b>Response not to be filled here. To be filled in online portal.</b></p>	
5.	<p>Bidder should have minimum working capital of <b>Rs. 3.82 Lakhs* Excluding Taxes, Duties etc.</b> as per Audited Financial result of <b>FY 2023-24</b></p> <p>*Working capital should be current assets minus current liabilities.</p> <p><b>(* For Startup Companies (As Defined by Department for Industrial Policy and Promotion)</b> Bidder should have minimum working capital of <b>Rs. 3.82 Lakhs Excluding Taxes, Duties etc. as per Audited Financial result of FY 2023-24.</b></p>	<p>Copy of audited balance sheet for the <b>Financial year (2023-24)</b> 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 <b>Rs. 3.82 Lakhs Excluding Taxes, Duties etc.</b> as on preceding month in which tender has been issued.</p>		
6.	<p>I. Bidder must not be <b>black listed</b> by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder must not be <b>delisted / on Negative List</b> 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 <b>Holiday list</b> of RFCL.</p>	<p>Self-certification(s) for both should be submitted on Party's letterhead for the same.</p>		

**Signature of the Tenderer / Contractor with seal**

\_\_\_\_\_

**Tenderer's Sign & Stamp**

**Ramagundam Fertilizers & Chemicals Limited**

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

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**ANNEXURE-VIII**

**EVALUATION CRITERIA**

1. **Evaluation criteria for determination of tender:** L-1 shall be determined separately on the basis of following parameters and RFCL reserves the right to award separate contract(s) to the respective lowest Vendor(s) for hiring of different brand of vehicles:
  - (a) **Gross Monthly Rentals:** This will include lump sum monthly rental charges (including maintenance cost, comprehensive insurance charges, road side assistance, fleet management fees, accident depreciation waiver, road tax rentals, cost of any other services, etc. provided by the Vendor, applicable taxes, if any).
  - (b) **Excess mileage charges:** For evaluation purpose the upper limit of excess KM will be 10,000 KM during the contract period of 04 years. However, the payment for excess mileage will be made on actual KM run.
  - (c) **Less mileage discount:** Similarly, for evaluation purpose the extent of less mileage will be 10,000 KM during the contract period of 04 years. However, the discount for less mileage will be on actual basis, at the end of the contract.
  - (d) Hiring Charges on Operating Lease Basis for 48 Months considering running of 120,000 KMs, 10,000 extra KMs and discount for 10,000 KMs of less mileage per Car shall be calculated on the basis of rates quoted by bidders in the Price Bid.
2. The contract shall be awarded on Composite L – 1 basis. However, in case, it is found that L– 1 tenderer has quoted non-workable rates for one / more items due to which they become L–1, RFCL reserves the right to reject such tender. This condition shall be applicable on next lowest tender (s) also.
3. In case of the tie of total evaluated value of two or more bidders, the L-1 parties shall be asked to provide maximum discount and whosoever provides the maximum discount shall be awarded. In case even after discount there are multiple L-1 bidders, in such a case, lottery/draw system may be considered.
4. If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
5. Tenderer are required to quote their rates of the respective item of work as per the mentioned “UNIT”. If it is found that the contractor has quoted his rates against a particular item(s) by changing the “UNIT”, the such quoted rates of the contractor with the changed “UNIT” shall be ignored and treated as UNQUOTED RATE against that particular Item(s) and the tender shall be evaluated as **Para 4** above.

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6. The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website, In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening. However where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly.

However revision in prices, if any, may be through Add-on /Reduction on account of change in terms / conditions and / or technical specifications w.r.t original price bid submitted by all the eligible bidders before opening of original price bid. While evaluating the offers, the impact of add on / reduction on the original price bid should be considered and no fresh revised price bid should be sought from bidders against the same tender.

7. If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.
8. The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed:-
- When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
  - When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
  - When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

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**ANNEXURE-IX**

**RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED**

**DEFINITIONS OF TERMS**

In the contract documents herein defined where the context so admits, the following words and expression will have the meanings assigned to them respectively:

1. "The OWNER or RFCL" means the Ramagundam Fertilizers and Chemicals Limited., incorporated in India, having its registered office at SCOPE COMPLEX, Core No-III,7, Institutional Area, Lodhi Road, New Delhi-110003.

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

"TheBidder" (including the terms "tenderer", "consultant" or"service provider") in certain context meansany eligible person, firm orcompany, including a consortium (that is association of several persons, or firms or companies) participating in the procurement process with a procuring entity.

"Notice Inviting Tenders (NIT)" (including the term 'Invitation to bid' or 'request for proposals' incertain contexts) means a document and any amendment there to published or notified by the procuring entity, which informs the potential bidderthat it intends to procure goods, services and/or works.

2. The "ENGINEER-IN-CHARGE" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.

3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, alteredor substituted works as required for purpose of the contract.

4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.

5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposedto be constructed.

6. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specific ations, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/ Addenda to Tender Documents.

7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCLwith the concurrence of the Owner, and the legal personal representatives ,successors and permitted assigns of such person, persons firm or company. Contractor i n c l u d e s "Service P r o v i d e r o r Consultant" also.

8. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including there in allcontract documents.

9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.

10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, inwriting by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.

11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.

12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to

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affect additions to or deletion from and alterations in the works.

13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.

14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.

15. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.

16. "ZERO DATE" shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier or as mentioned in work order.

17. "GTC/GTCC" means General Terms & Conditions of Contract. "STC" shall mean Special Terms and Conditions of the contract.

18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTC. In case of any discrepancy or inconsistency between technical terms and conditions, special terms and conditions and general terms and conditions, the following order of preference shall be followed:

- a) Scope of Work/ Technical Terms and Conditions
- b) Special Terms and Conditions
- c) General Terms and Conditions (GTC/GTCC)

19. "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents

20. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 20171;

21. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 20172;

22. "Competent Authority" means the officer (s) who have been delegated the financial powers to approve the decision.

23. "e-Procurement" means the use of information and communication technology (specially the internet) by the procuring entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures;

24. "Enlistment" means including the name of the contractor in the list of after verification of credentials.

25. "Goods" includes all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, medicines, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machineries comprising an integrated production process or such other categories of goods or intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc., for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance

26. "Invitation to (pre-)qualify" means a document including any amendment thereto published by the procuring entity inviting offers for pre-qualification from prospective bidders;

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27. "Invitation to Enlist" means a document including any amendment thereto published by the procuring entity inviting offers for bidder enlistment from prospective bidders;
28. "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent<sup>3</sup>.
29. "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 20174
30. "Pre-qualification (bidding) procedure" means the procedure set out to identify, prior to inviting bids *or along with tender*, the bidders that are qualified to participate in the procurement;
31. "Pre-qualification document" means the document including any amendment thereto issued by a procuring entity, which sets out the terms and conditions of the pre- qualification bidding and includes the invitation to pre-qualify;
32. "(Public) Procurement Guidelines" means guidelines applicable to Public Procurement, consisting of under relevant context a set of- i) Statutory Provisions (The Constitution of India; Indian Contract Act, 1872; Sales of Goods Act, 1930; and other laws as relevant to the context); ii) Rules & Regulations (General Financial Rules, 2017; Delegation of Financial Power Rules and any other regulation so declared by the Government); iii) Manuals of Policies and Procedures for Procurement (of Goods; Works; Consultancy/ other services or any for other category) promulgated by the Ministry of Finance and iv) Procuring Entity's Documents relevant to the context (Codes, Manuals and Standard/ Model Bidding Documents);
33. "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to enlist or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the contract;
34. "Procuring Entity" (including Procuring Authority or Employer) means any Ministry or Department of the Central Government or a unit thereof or its attached or subordinate office to which powers of procurement have been delegated;
35. "Prospective bidder" means anyone likely or desirous to be a bidder;
36. "Reverse auction" (or the term 'Electronic reverse auction' in certain contexts) means an online real-time purchasing technique utilized by the procuring entity to select the successful bid, which involves presentation by bidders of successively more favorable bids during a scheduled period of time and automatic evaluation of bids;
37. "service" is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services';
38. "Subject matter of procurement" means any item of procurement whether in the form of goods, services or works or a combination thereof;
39. "Works" refer to any activity, sufficient in itself to fulfill an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (i) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.

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**ANNEXURE-X**

**GENERAL TERMS & CONDITIONS (GTC & GTCC)**

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.

2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job. All lifting tools & tackles are to be got tested under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.

3.0 Suitable accommodation will be provided for the contractor or his authorized representative on chargeable basis, if available, RFCL may allot land for putting temporary Godown/ workshop for making storage, work site by the contractor, free of cost.

4.0 The contractor shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in- charge.

**5.0 Sub-Contracting** of the job will not be allowed without prior written permission of the owner (RFCL). If sub-contracting is allowed by Owner in full or part, the contractor shall be solely responsible for paying each Sub-Contractor and any other person to whom any amount is due from Contractor for services, materials or supplies otherwise related to the Work. Contractor shall take all reasonable steps and actions to ensure that such services have been or will be properly performed. Owner shall not be deemed by virtue of the Contract to have any contractual obligation to or relationship with any Sub Contractor. The responsibility of successful completion of work by sub- contractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

**6.0 PAYMENT OF TAXES AND DUTIES**

6.1 The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but excluding GST. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.

6.2 The rates quoted for materials should be on F.O.R. basis and are inclusive of all taxes. No GST will be paid as extra.

6.3 Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to RFCL's account. Any subsequent change in the rate of GST shall be to RFCL's account during contractual period only.

6.4. The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. except GST.

a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RFCL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.

b) RFCL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.

c) Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which RFCL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.

d) In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to RFCL, then RFCL

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shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, RFCL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on RFCL.

6.5 Liability of RFCL shall be restricted to the amount of GST only, and any interest/penalty etc. shall be to the contractor's account.

6.6 Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.

6.7 As per GST, the liability towards payment of GST lies with the service provider, so RFCL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (RFCL) shall comply with the same as the service receiver.

7.0 The rates quoted by the tenderer will be firm for the currency of the contract period including extension if any and will not be subjected to escalation irrespective of any increase what so ever, except where escalation clause is specifically mentioned in the tender document.

8.0 All Statutory Provision shall be followed and applicable even if occurred after placement of W.O. but did not exit at the time of Tender. However additional statutory implication levied by State / Central Govt after last date of submission bid shall be to RFCL account and shall be reimbursed on submission of proof of payment by the Contractor

9.0 The Tenderer should make a deposit of Earnest Money and ~~Tender Fees~~ as per Tender Documents by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "Ramagundam Fertilizers and Chemicals Limited" payable at Delhi or through payment link provided on our website (<https://www.rfcl.co.in/>) and details to be indicated in Tender document which is to be submitted in Envelop-I. The Earnest Money and Tender Fees shall not be accepted in any other form except as specified. Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender will not be opened and it will be considered as rejected. The EMD may be forfeited and appropriated by RFCL without prejudice to any other right or remedy to RFCL under the following conditions:

- a) If a Bidder withdraws his Bid during the validity or agreed extension of validity period duly agreed by the bidder.
- b) If the bid is varied or modified in a manner not acceptable to the RFCL during the validity or agreed extension validity period duly agreed by the bidder.
- c) In the case of a successful Bidder, if the bidder fails to commence the work awarded to him or sign the Contract agreement.
- d) In the case of a successful Bidder fails to furnish Security Deposit/Performance Guarantee.
- e) If bidder is delisted/debarred or blacklisted by RFCL. The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.

**9.1 Bid Validity:**

The bid should be kept valid for acceptance for a period of 120 (one hundred twenty) days from the date of opening of tender/Technical Bid. A bid valid for shorter period may be rejected by the Owner as being non-responsive. Under the exceptional circumstances, prior to expiry of the original Bid validity period, the Owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by E-mail. In the event of Owner seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended. A Bidder agreeing to the request of Owner seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly.

**10.0 The following tenders will be liable to be rejected:**

- a) Tenders submitted by Tenderer who resort to canvassing.
- b) Tenders, which do not fulfil any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
- c) Tender, which contain uncalled for remarks or any alternative additional conditions.
- d) Offer received after schedule date & time of submitting the offer would be out rightly rejected.

10.1 The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender without assigning any reasons.

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11.0 If the tenderer has relations whether by blood or otherwise with any of the employees 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. It shall also be certified by the tenderer that none of RFCL's ex-employee is employed with them. (In case any ex-employee of RFCL is employed, furnish details separately).

12.0 The contractor may employ such employees/ labours as he may think fit and the employees so employed should be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of 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 that may become due and payable to Contractor.

13.0 Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.

14.0 The Contractor shall be liable to the company for any omission or Commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to the company.

15.0 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.

16.0 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.

**17.0 QUANTUM OF JOB:** Estimated value of work has been worked out on technical assessment / on the basis of job executed in past. RFCL will not give any guarantee for minimum billing, minimum quantum of work during the period / currency of the contract.

**18.0 RISK AND COST:** If the Contractor is unable to execute the work any loss incurred by the company in this respect, will be, to the Contractor's account. The company may also terminate the contract after giving a notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and

cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% + applicable GST to the Contractor.

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

**20.0 FORCE MAJEURE:** - The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-

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performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

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

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

**21.0 LOSS TO PLANT DURING EXECUTION:** Any damage or loss caused to plant Equipment etc. during execution of this contract will be made good by the contractor at his own cost and risk.

22.0 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.

23. If the rate for the additional altered or substituted work are specified in the contract for the work. The Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specifications in the rate contract for that work.

a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The contractor will be required to obtain prior approval of RFCL for rates payable to him for such extra items.

b) In case, the Contractor fails to do the extra and/or substituted work. RFCL will have the option to get the work done through another agency at the Contractors' risk and cost.

**24. SECURITY:** The contractor shall deposit SD towards faithful performance of the contract. The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / Works order value excluding taxes. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value excluding taxes which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD. The balance security deposit amount shall be recovered @ 7.5% from each running bill and the final bill so as to make the total security deposit at 10% of the Contract / Work Order Value excluding taxes. In case work is split between two or more parties, SD shall be submitted based on the value of split order.

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

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by RFCL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for **Contract period plus defect liability period plus 3 months claims period.** The Bank guarantee should be submitted by Bankers directly to RFCL in a sealed cover and not through contractor. The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank **SBI, Commercial Branch, Nehru Place(04298), IFSC Code SBIN0004298.**

**25.0 PERIOD OF LIABILITY:** Defect liability period of works shall be 12 months from the actual date of completion of work. The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work

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performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, RFCL reserves the right to get the same repaired at the risk & cost of the contractor PLUS 25 % Departmental Charges plus applicable GST thereon , and the expenditure so incurred by RFCL shall be adjusted towards the said Security Deposit and / or any other due lying with RFCL.

**26.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:**

a) Measurement and Billing:

All measurement shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the Contractor's authorized agent. Such measurement will be got recorded in measurement book/sheet by the Engineer-in-charge or the authorized representative and signed in token of acceptance by the Contractor or his authorized representative. The Contractor will submit a bill in approved Performa in Triplicate to the Engineer-in-charge of the work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1st week of the succeeding month.

b) Running Account Payment:

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done.

c) Completion Certificate/Final Bill:

The Engineer-in-charge shall normally issue to the contractor the completion certificate within one month after receiving an application thereof from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of contract documents. The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared on the basis of the final measurements entered in the measurement books/sheets. The final bill shall be prepared in the prescribed Performa with reference to total work covered by the contract such bill to be drawn up after applying the applicable rates specified in the schedule of rates to the relative measured quantities. The final bill shall also include all additional claims of the contractor and considered conclusive. The final bill, complete in all respects, shall be submitted by the Contractor within one month of the completion of work. No further claim shall be allowed by RFCL after Final bill. Contractor shall also furnish "NO CLAIM CERTIFICATE" in the prescribed Performa along with Final Bill.

d) Final Certificate:

Within fifteen days of the contractor's application made after the expiry of the period of defect liability provided for in clause 24.0 here of and satisfaction of all liabilities of the contractor in respect there of the Engineer- in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities notwithstanding issue of the completion certificate or payment of the final bill by RFCL.

**27.0 TERMS OF PAYMENT:**

a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by RFCL, complete in all respects. Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of Security deposit deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made with in a period applicable as per MSMED Act or payment terms as per NIT/WO , whichever is earlier.

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

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

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

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

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

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

1. Payment of final bill will be made to the contractor after submission of certificate from CISF Gate/ Security Gate that all the gate passes issued to the labour of the contractor have been returned alternatively no objection certificate may be provided from CISF/Security Supervisor.

2. The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.

3. Return of empty packing material, scrap and unconsumed material issued by RFCL.

4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.

5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and RFCL will stand indemnified against any such claim/demand made in future.

6. Following documents (as applicable) and documents to comply with statutory requirement shall be submitted along with the final bill after the successful execution of the job:

a. Undertaking for compliance of the labour laws in the prescribed format

b. No claim certificate in the format approved by RFCL

c. No dues certificate from respective sections.

d. Self-attested copy of the ESI challan along with contribution history, separately for this contract.

e. Self-attested copy of the PF challan, Payment confirmation receipt, ECR with respect to PF deposit, separately for this contract.

f. Indemnity letter regarding statutory dues (PF, ESI, Minimum Wages, Labour Welfare Fund if applicable etc.) in the prescribed format

g. Self-attested copy of the wage sheet, attendance record, employee register and Loan/recovery in revised format of A,B,C&D.

h. Return of Gate passes issued by CISF / NOC from CISF/ Security Supervisor.

**28.0 PRESERVATION OF FREE ISSUE MATERIAL:** All materials issued to the contractor by the owner shall be preserved against deterioration and storage while under contractor's custody, Any damage/losses suffered on account of noncompliance 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 panel rates to be determined by the Engineer- in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

**29.0 SCRAP ALLOWANCE:** Contractor will plan the work in such a way that the wastage to be minimum Following scrap allowance will be allowed. Beyond the allowance, the wastage will be chargeable to the contractor on RFCL rate +25% + All Taxes will be charged extra.

Sl. No.	PARTICULARS	SALVAGEABLE
1	STRUCTURE	2.5%
2	PIPE	3.0%
3	CEMENT	3.0%

**30.0 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 at sole discretion of RFCL.

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**31.0 ISSUE OF GAS CYLINDER:**

Contractor has to make his own arrangement for Oxygen and Acetylene Gas. However, the Oxygen and Acetylene gas can be issued on chargeable basis in exigencies subject to the availability constituting following components.

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

**32.0 MATERIAL TRANSPORTATION:** The contractor shall make his own arrangement for Transportation of the material from stores to site of work and to the place of erection etc. at his own cost for making temporary stores/work sites, RFCL may indicate an area at its own discretion for putting up of a temporary hut/shed.

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

**34.0 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 which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.

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

**36.00 CONCILIATION & ARBITRATION:**

**(i) FOR INDIAN PARTIES**

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

A written notice shall be given by the contractor invoking arbitration to Ramagundam Fertilizers and Chemicals Limited through Designated Authority (CEO).

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

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

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

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

**The Seat and venue of Arbitration shall be at Delhi.**

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

**(ii) Arbitration for Foreign Vendors /Parties:**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration rules of Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat and venue of Arbitration shall be at New Delhi, India. The language of the Arbitration shall be English.

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

**(iii) Arbitration for CPSEs and Government Department:**

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

**37.0 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:**

The contractor shall on instruction of the Engineer-in-charge immediately remove from the work any person employed thereon who may misbehave or cause any nuisance or otherwise, in the opinion of the Engineer-in-charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer-incharge.

**38.0 SAFETY REGULATION:**

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 statutory obligation. The contractor shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also, necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc. are to be provided to his workmen by the contractor. However special Safety equipment required as

per the job requirement will be provided by RFCL free of cost. For any default / accident / loss due to negligence of Contractor or its workers, the liability of Contractor shall be “Absolute liability”.

**39.0 CONTRACTOR TO EXECUTE AGREEMENT:**

The contractor’s responsibility under this contract will commence from date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and RFCL, the letter of acceptance and work order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of prescribed values

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

**40.0 BIDDER TO ACQUAINT HIMSELF FULLY**

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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.

**41.0 PAYMENT FOR PREPARATION OF BID DOCUMENT :** The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

**41.1 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 after written notice if the Contractor:

- i) Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.
- ii) Abandons the work
- iii) Persistently disregards the instructions of the Company in contravention of any provision of the CONTRACT.
- iv) Persistently fails to adhere to the agreed program of work.
- v) Sublets the work in whole or in part thereof without Company's consent in writing.
- vi) Performance is not satisfactory or work is abnormally delayed.
- vii) Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the Company within fifteen days after written notice of such default is provided to the Contractor.
- viii) Conceals any material information or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

**41.2 CONSEQUENCES OF TERMINATION**

If the contract is terminated by RFCL for the reasons detailed under clause no. 41.1 of General Terms and Conditions due to default of the contractor:

- 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 by which the cost of completing the work by any other agency exceeds the value of the contract plus 25% towards administrative cost, without prejudice to any other remedies/rights/claims etc. that may be available with 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 advance on account of or with a view to the execution of the works, or on account of expected profits.
- iv) All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.
- v) Apart from above RFCL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of RFCL in all units / offices as per RFCL's rules & regulations.

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**41.3 FORECLOSURE:**

If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work or to terminate the contract due to any reason including force majeure, regulations or ordinance of any government or for any reasons whatsoever, the Officer in Charge shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure. Such foreclosure will be by 15 (fifteen) days' notice in writing and no claim / compensation shall be payable by the OWNER as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONTRACTOR and acceptable to OWNER up to the date of termination.

**42.0 RIGHTS OF OWNER**

A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and the OWNER reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available. In the event the Contractor fails to fulfil his obligations under the CONTRACT, the OWNER shall have the right to get the work done by any other agency/own resources at the risk and cost of the Contractor.

**43.0 TIME EXTENSION :** If the Contractor requires any extension of time for completing the Work under the CONTRACT, he must apply to the OWNER within seven days from the date of the occurrence of the event on account of which he desires such extensions and the OWNER may, if he thinks such request reasonable, grant such extension of time as he may think necessary.

The extension of completion date shall also be subject to the right of RFCL to claim a reduction in prices on account of reduction in statutory duties / taxes etc. which may take place during the extended period of completion. However, increase in prices during extended completion period on account of increase in statutory duties/taxes etc. admissible under this work order/contract may be considered only if extension is due to delay on the part of RFCL .Any extension of time given under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract. The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed. Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause (by way of Security Deposit), the Contractor shall immediately arrange to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition, the contractor shall ensure that the Labour license, Insurance policy are renewed from time to time at his cost during the extended period of contract till the completion of the project.

**44.0 CONTINUED PERFORMANCE :** The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to

adequately protect its own interests.

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

46.0 Contractor's Obligations w.r.t. personnel deployed and labor related compliance:

a) The CONTRACTOR shall be governed by and shall comply with the provisions of various applicable labour laws like Contract Labour (Regulation & Abolition) Act 1970, Payment of Wages Act 1936, Employers Liability Act 1938, Employment of Children Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Minimum Wages Act 1948, Employees' State Insurance Act 1948, Employees' Compensation Act 1923 (in the absence of coverage of employees under Employee State Insurance Act, 1948), Employee Provident Fund & Misc. Provisions Act 1952, Maternity Benefit Act 1961, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Equal Remuneration Act 1976, Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (BOCW) along with BOCW

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

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Welfare Cess Act 1996, or any modifications thereof or any other law/ Code (s) relating thereto and rules made thereunder from time to time. (THE ABOVE ACTS ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE.)

b) The contractor shall comply with all applicable Central, State statutes/ labour laws/codes/schemes including all other applicable statutory rules and regulations in force relating to the contract and keep RFCL indemnified in respect thereof. The contractor shall, to the extent, he is liable, comply with & give all intimation/ notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay, indemnify RFCL against any liability in respect of any fee/ charges/fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded. In case of any violations, omissions, commissions, the consequence/s, if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and RFCL shall have no liability whatsoever on this account.

c) In case the CONTRACTOR selected for award of contract does not have a PF code, He shall be required to obtain the same within the stipulated time as per EPF act. The contractor shall timely apply and obtain requisite labour licenses & other requisite registrations/ licenses/ clearances from the concerned Authorities and submit a certified stamped copy of the same. Contractor shall ensure its uninterrupted continuity throughout the period of contract/ applicability.

d) The Contractor shall depute only physically and medically fit 'adult' persons against the contract i.e. persons below the age of 18 years shall not be allowed to be engaged for execution of work. The contractor may employ such persons as He may think fit and the persons so employed shall be employees of contractor for all purposes and shall not be deemed to be in the employment of RFCL for any purpose whatsoever.

e) The Contractor shall pay minimum wages directly to the persons employed by him under the Contract, within the stipulated period i.e. by 7th of the following month, by direct credit in his/her bank account through NEFT/RTGS or by way of cheque. The wage rates should not be less than the stipulated minimum wage rates notified by Appropriate Government as per minimum wages act from time to time with respect to the work performed/ rendered, without any discrimination on grounds of caste/ creed/ religion/ gender. CONTRACTOR shall also enroll/cover all eligible/ entitled personnel under EPF, EPS, EDLI, ESI, Labour Welfare Fund, & all the other applicable statutory Acts/ Codes/ schemes and ensure deduction & deposition of the requisite contributions – employee's as well as employer's - for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 15th of the following month in case of depositions under ESI Act).

f) The Contractor is also required to discharge all other statutory obligations including timely submission of reports, returns to concerned Authorities and maintain updated registers and records in prescribed proforma under all the various applicable statutes/ Labour Laws/Labour Code(s) including the rules made thereunder enacted and/or amended by the Appropriate Government from time to time.

g) The contractor shall on monthly basis submit a certified stamped copy of wage sheet in prescribed formats along-with bank transaction details besides documentary evidence in support of wage payment, deduction & deposition of EPF, ESI, Labour Welfare Fund. The contractor shall also submit a certified stamped copy w.r.t. any other payment made/ benefit extended by him towards fulfilment of his statutory obligations under applicable statutes and/or his contractual obligations towards RFCL. Submission of these and other requisite documents/ records and proper maintenance and production of the same as when requisitioned by Authorities/ RFCL has to be ensured for smooth clearance/ settlement of bills/payments.

h) CONTRACTOR shall follow prescribed safety regulations & procedures and shall adhere with safe work practices.

**47.0 Specifications and Drawings:**

(1) Adherence to Specifications and Drawings: The whole of the works shall be executed in conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for any loss to RFCL.

(2) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.

(3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the RFCL to the Contractor are deemed to be the property of RFCL. They shall not be used on other works and with the exception of

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the signed contract set, shall be returned by the Contractor to the RFCL on completion of the work or termination of the Contract.

**48.0 Signing of "No Claim" Certificate:**

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

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

**50.0 INDEMNIFICATION:** The contractor shall have to furnish Indemnity Bond for value specified in Special Terms and Conditions towards the material being sent for repair (This Clause shall be applicable for repair of materials).

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

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

**53.** Technical Terms and Condition, Special Terms and Condition are Succeeding to GTC. In case of any discrepancy or inconsistency between Special terms and condition and general terms and conditions, the following order of preference shall be followed: -

1. Scope of work /Technical terms and Condition
2. Special Terms and Condition
3. General Terms and Condition (GTC/GTCC)

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**Annexure-XI**

**Performa for proprietorship Affidavit on the stamp paper of Rs.100 and notary attested**

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

- 1) That on \_\_\_\_\_ (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s \_\_\_\_\_ is a sole proprietorship firm.
- 2) That I am the sole proprietor of the firm named as \_\_\_\_\_ situated at \_\_\_\_\_ (full address of firm with pin code).
- 3) That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and RFCL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

VERIFICATION

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

DEPONENT

Place \_\_\_\_\_

Date: \_\_\_\_\_

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**Annexure-XII**

**PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

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

Explanation—

    - a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share holders agreements or voting agreements;
  - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



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- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
7. **SUBMISSION OF CERTIFICATE IN BIDS:**  
Bidder shall submit a certificate in this regard as **Form-I**. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices|| of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
9. **PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**  
The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 hereinabove. A Certificate to this regard is to be submitted by bidder is placed at **Form-II**

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**Form-I**

**UNDERTAKING ON LETTER HEAD**

To,  
M/s Ramagundam Fertilizers and Chemicals Limited  
Noida

SUB: TENDER NO: RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

Dear Sir,

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

(i) Not from such a country [ ]

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

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

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

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

Place:

Date:

[Signature of Authorized  
Signatory of Bidder]

Name:  
Designation:  
Seal:

**Tenderer's Sign & Stamp**

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**Form-II**

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUBCONTRACTING

To,

M/s Ramagundam Fertilizers and Chemicals Limited  
Noida

SUB: TENDER NO: RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

Dear Sir,

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

(i) not from such a country [ ]

(ii) if from such a country, has been registered [ ] with the Competent Authority.

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

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

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

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

Place:

Date:

[Signature of Authorized  
Signatory of Bidder]

Name:  
Designation:  
Seal:

**Tenderer's Sign & Stamp**

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**ANNEXURE-XIV**

**PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT**

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

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

In consideration of the Ramagundam Fertilizers and Chemicals Limited, a Company incorporated under the Indian Companies Act and having its registered office at SCOPE Complex, Core- III, 7, Institutional Area, Lodhi Road, New Delhi 110 003 (hereinafter called "RFCL ") having agreed to advance a sum of Rs.....(Rupees.....only) to M/s.....(Hereinafter called "CONTRACTOR") as % advance against WORK ORDER No..... Dated..... for Rs..... (Rupees only).

We, .....(Bank), having its registered office at ..... (Hereinafter referred to as the "BANK") do hereby undertake to pay immediately on demand by RFCL an amount not exceeding Rs.....

(Rupees..... only) [i.e. Rs..... as Principal Amount and Rs..... as Interest for ..... Months]. RFCL can demand, against this Bank Guarantee, only an amount equivalent to an amount not adjusted by RFCL against the supplies by the contractor as per the WORK ORDER.

1. Bank do hereby undertake to pay the amounts due and payable under this guarantee without any protest or demur immediately on a demand by RFCL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable and the Bank will make the payment immediately without referring to CONTRACTOR.

2. The Bank further agrees that the guarantee herein contained shall remain or shall be released to the CONTRACTOR when the deliveries are completed or advance made towards works are fully adjusted bill of deliveries with earlier certification by RFCL.

3. We..... (Bank) further agree with the RFCL that RFCL shall have the fullest liberty without the Bank's consent and without effecting in any manner or obligations hereunder to vary any of the terms and conditions of the Work Order or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by RFCL against the Contractor and to forebear or enforce any of the terms and conditions relating to the Work Order No..... dated..... and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the Contractor or for any forbearance, act or omission on the part of RFCL or any indulgence by the RFCL to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving Bank.

4. We.....(Bank) further agree that it shall not revoke this guarantee during its currency of Guarantee except with the previous consent of RFCL in writing.

5. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL.

6. We.....(Bank) agree to extend the validity of the guarantee for the period(s) as asked for by M/s .....

7. Notwithstanding anything contained herein before, our total liability under this guarantee is restricted to Rs..... (Rupees..... only) and shall remain in force until..... unless a demand or claim to enforce a claim under this guarantee is made against us in writing on or before the date i.e..... all rights of RFCL, under this guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities hereunder.

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

(Corporate Seal of Bank)

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**ANNEXURE- XV**

**SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT**

**(To be prepared on Stamp paper of Rs. 500 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 and Chemicals Limited, a Company registered in India under Companies Act, 1956 and having its registered office at Core -III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003, India (Hereinafter referred to as "Owner" ) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum- Performance Bank Guarantee shall become null and void.

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3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee will remain in force initially upto \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL (owner).

8. 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 \_\_\_\_\_ 2024

(Indicate the name of the Bank with stamp)

**Tenderer's Sign & Stamp**

**Ramagundam Fertilizers & Chemicals Limited**

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

**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301**

NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

Name of the Work: **Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years**

**ANNEXURE- XVI**

**BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD**

In consideration of Ramagundam Fertilizers and Chemicals Limited (RFCL), having its registered office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road , New Delhi-110003 (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. \_\_\_\_\_ (Rupees only).

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. \_\_\_\_\_ (Rupees only).
3. We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of „RFCL“ under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of 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. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL.
5. We \_\_\_\_\_ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'RFCL' in writing.

**Dated \_\_\_\_\_ day of \_\_\_\_\_ 202**

**Corporate Seal for Bank**

*Tenderer's Sign & Stamp*

**Ramagundam Fertilizers & Chemicals Limited**

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

**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301**

NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

Name of the Work: **Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years**

**ANNEXURE-XVII**

**PERFORMANCE BANK GUARANTEE FORMAT**

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

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called Bank) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core -III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003, 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 No. dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between Ramagundam Fertilizers and Chemicals Limited (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 Performance Bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

Now this Deed witness 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. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) 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 Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Performance Bank Guarantee is limited to Rs. (Rupees \_\_\_\_\_ only).



**Ramagundam Fertilizers & Chemicals Limited**

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

**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301**

NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

Name of the Work: **Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years**

2. This Performance Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning/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 Performance Bank Guarantee shall become null and void.
3. This Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Performance Bank Guarantee will remain in force initially upto \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand 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 here under.
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. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL (Owner).
7. The Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
8. 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 \_\_\_\_\_ 202\_ (Indicate the name of the Bank with stamp)

*Tenderer's Sign & Stamp*

**Proforma for Indemnity Bond**

THIS DEED OF INDEMNITY made between M/s ..... having its registered office at \_\_\_\_\_ and place of business at.....The Contractor, which expression shall include its successor and assigns of the one part and M/s Ramagundam Fertilizers and Chemicals Limited, a company incorporated under the Indian Companies Act and having its registered Office at SCOPE Complex, Core-III, Institutional Area, Lodhi Road, New Delhi (herein under called 'the owner') which expression shall include its successors and assigns of the other part.

WHEREAS the Owner has placed a work Order No.....on the Contractor for \_\_\_\_\_ and whereas one of the conditions of the said Contract, is that the owner will supply to the contractor free issue Material for \_\_\_\_\_ as specified in the said Contract for the purpose of .....and WHEREAS the Owner has agreed to send the said Free issue Material in the terms of the said Contract upon the terms that the Contractor should enter into covenants hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the promises the Contractor hereby permits and acknowledges that the Contractor holds and shall always hold the said Free Issue Materials (which will from time to time be sent by the Owner to the Contractor) under the said contract, in trust for to the order of and on account of the Owner.
2. The Contractor hereby assume full responsibilities for the said Free Issue Materials shall keep the said Free Issue Materials free of charge to the Owner in the safe place and in good condition.
3. The Contractor hereby agrees to indemnify and keep the Owner indemnified at all times hereafter against all claims, demands, proceedings, losses, damages, costs charges and expenses which may be or brought against the owner of which the owner may suffer or incur by reason of any loss or damage to the Contractor or its employees caused by the default or negligence of the Contractor or its employees or agent and/or by reasons of breach by the Contractor or its covenants obtained in clause 1 and/or clause 2 hereof.
4. The Contractor hereby admits that the owner shall have a first lien or charge for any amount due to the Owner from the Contractor hereunder on any amount which may be due from the Owner to the Contractor under the said contract.
5. The said contract shall constitute and form an integral part of these presents provided that nothing herein contained shall effect the right of the Owner under the said contract.
6. NOTWITHSTANDING anything stated herein above, Contractor's Liabilities under this Guarantee are restricted to Rs.....(Rs..... only) and it will remain in force till.....unless an action to enforce claim under the guarantee is filed against Contractor before the aforesaid date all owner's rights under the said guarantee shall be forfeited and Contractor shall be relieved and discharged from all the liabilities there under.

Date.....

**Tenderer's Sign & Stamp**

**Master Lease Agreement**

This Master Lease Agreement (hereinafter referred to as "Agreement") entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ by and between:

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

And

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

**Whereas**

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

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

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

**ARTICLE 1 LEASE OF VEHICLES**

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

**ARTICLE 2 FLEET MANAGEMENT OF VEHICLES**

- 2.1 Vendor, during the Lease Period and only within the Contracted Boundary, provides the following Fleet Management Services. Applicable service to each vehicle is reflected in the Tender document/ Quote/ Supplementary Schedule.

*Tenderer's Sign & Stamp*

2.2 Fleet Management Services shall comprise the following:

- (i) Acquisition of Vehicles - Vendor arranges for the acquisition of the Vehicle.
- (ii) Insurance – The Vendor shall arrange for comprehensive insurance of the Vehicle, from time to time, (hereinafter referred to as “**Insurance Policy**”). The Insurance Policy shall be in the name of RFCL and Vendor shall be named as the financing institution and the loss payee therein. The Vendor shall make necessary payment for insurance premium applicable from time to time. All claim payments from the Insurance Company shall be made to Vendor or to Designated / Authorized Workshops. The insurance premium paid by Vendor and the premium recovered by it from RFCL over the contracted months shall be settled on actuals at the end of the contracted tenure of each vehicle, i.e. the surplus shall be refunded back to RFCL and the deficit would be recovered.
- (iii) Registration of Vehicle with Transport Authorities - Vendor assists in completing the formalities of registration of the Vehicle. The Vehicle shall be registered as required under the Motor Vehicles Act, 1988 (“**Motor Vehicles Act**”) and Rules framed thereunder, in the name of RFCL and Vendor shall be registered therein as the “Lessor/financier” (as per relevant state laws) under this Agreement and RFCL shall be fully liable and responsible for all the obligations, liabilities and duties as provided under the Motor Vehicles Act or under any other law or instrument pertaining to the use of the Vehicle. However, this shall not in any way affect the absolute ownership of Vendor on the Vehicle and shall not confer upon RFCL any right other than that of lessee of the Vehicle. It shall be the responsibility of RFCL to provide necessary documents/proof of address etc. required under the prevailing laws for registration of the Vehicle.
- (iv) Road Tax - Vendor shall make necessary payments towards road tax to be recovered from RFCL as per the mode specified under the Tender document/ Quote/ Supplementary Schedule.
- (v) Delivery – Vendor arranges with the Dealers to have the Vehicle ready for delivery. The RFCL shall take delivery of the Vehicle from the concerned dealer’s showroom. However, if RFCL desires to get the Vehicle delivered at RFCL’s address, any risk, damages to the Vehicle in transit from the showroom to RFCL’s address shall be treated as an accident case and the repair will be covered as per the Insurance Policy.
- (vi) Maintenance & Repair Management - Vendor pays for the maintenance and repair of the Vehicle during the Lease Period. Vendor has authorized the Designated Authorized Workshops for maintenance and repair of the Vehicle. The maintenance and repair costs for such accessories, which do not come as a standard fitment from the manufacturer of the Vehicle, shall be borne by RFCL. The Vehicle shall be maintained and/or repaired only at the Designated Authorized Workshop. The invoice raised by such Designated Authorized Workshop shall be settled by Vendor directly with the Designated Authorized Workshop.
- (vii) Breakdown Services (Vendor Assist) - Vendor would endeavour to provide round-the-clock breakdown services in all cities to RFCL, in case the Vehicle is immobilized on the road, as specified in the Tender document/ Quote/ Supplementary Schedule and The Vendor Driver’s Manual.
- (viii) Damage Waiver Service / Accident Depreciation Waiver - Vendor pays the difference, if any, between the damage repair invoice of the Designated Authorized Workshop and that reimbursed by the insurance company. The Tender document/ Quote/ Supplementary Schedule would carry this as a part of lease management service being provided by Vendor. The services shall only be available if comprehensive insurance is taken through Vendor preferred insurance company. This service will not be applicable in case of theft of vehicle / parts or total loss or if the insurance company declares the Claim invalid.

**ARTICLE 3 LEASE PERIOD**

3.1 The lease period shall commence from the Contract Start Date and shall cease upon happening of any of the following events:

- (i) Upon expiry of the Contracted Months.

*Tenderer’s Sign & Stamp*

**Ramagundam Fertilizers & Chemicals Limited**

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

**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301**

NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

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- (ii) Occurrence of an event of default as specified in Article 11 of this Agreement.
- (iii) Upon mutual consent of the parties.
- (iv) On the occurrence of any of the events specified in the Article 8.1(i).
- 3.2 On the occurrence of any of the events specified in Article 3.1 above except for cases of theft, immediately after the expiry of the Lease Period, RFCL shall, shall return to Vendor the following:
- (i) The Vehicle at the nearest regional office in case of Vendor City and such place as may be mutually agreed upon in case of non-Vendor cities within the Contracted Boundary, in good order and condition, except for normal wear and tear. In case of non-Vendor cities, RFCL shall immediately on receipt of the Termination Advice letter, get in touch with Vendor to identify and agree upon the place where the vehicle needs to be returned back to Vendor. The RFCL shall ensure that it discharges its obligation to return the vehicle back to Vendor upon termination of the lease tenure immediately and without any delay. However, in the event RFCL does not return the Vehicle as specified above, Vendor shall be entitled to take necessary steps to repossess the Vehicle after giving reasonable notice to RFCL and RFCL hereby irrevocably authorizes Vendor or any other person authorized by Vendor to take physical possession of the Vehicle as aforesaid and all the costs, expenses, charges etc. incurred by Vendor to take the repossession of the vehicles shall be borne by RFCL over and above a penalty equivalent to the monthly lease rental to be computed on a monthly basis till the date the vehicle is actually returned back to or repossessed by Vendor. It is reiterated that Vendor may exercise such right to repossess at its complete discretion and the exercise or refusal to exercise such power will not in any manner diminish RFCL's liabilities and obligations hereunder. The RFCL will be liable to pay for unfair wear and tear charges depending on the condition of the vehicle in line with the Fair Wear and Tear Guidelines attached herewith.
- (ii) Relevant documents with respect to the Vehicle, including but not limited to the registration certificate in original and the original Insurance Policy.
- (iii) Keys (original as well as duplicate) of the Vehicle and accessories fitted as original equipment on the Vehicle.
- 3.3 In the event RFCL does not return the vehicle and/or settle the accounts with reference to a particular vehicle as per Article 3.2, the lease period for the particular vehicle shall be considered automatically extended on the prevailing Lease Rentals. Vendor shall continue to invoice for the vehicle and the monthly Lease Rental as previously agreed through the Order/Quote shall be payable by RFCL till such time it complies with the provisions of Article 3.2. The Lease Rental shall be payable for complete month even if RFCL complies with the conditions of Article 3.2 before the end of a particular month. Furthermore, RFCL shall also be liable to pay all losses and/or damages and costs (such as Insurance renewal cost) that Vendor may incur as a consequence of non compliance by RFCL with provisions of Article 3.2, such losses and/or damages to be determined by Vendor and which shall be binding on RFCL.
- 3.4 All rights and obligations accrued during the Lease Period shall survive the termination of the Lease Period and the termination of this Agreement shall not affect the obligations of the parties incurred prior to the termination.
- 3.5 In the event the Lease Period is terminated upon happening of events specified in 3.1(ii), (iii), (iv) or (v) above , RFCL shall reimburse to Vendor the following :
- (i) Book Value Recovery if any, which shall be the short recovery through the sale of the Vehicle where not less than three independent bids will be invited as compared to the outstanding book value as determined by Vendor, including the prepaid insurance and Road Tax, and
- (ii) Excess kilometer charge, if any, which shall be the charge for the extra kilometers driven over the prorated contracted kilometers at a rate mentioned in the Tender document/ Quote/ Supplementary Schedule.
- 3.6 RFCL agrees to sign on blank transfer documents on return of the vehicle at the end of tenure and will not be provided with the name of the ultimate buyer. In turn, Vendor confirms that RFCL will not be responsible for any claims or damages incurred after the vehicle is returned to Vendor.

**Tenderer's Sign & Stamp**



**ARTICLE 5 TECHNICAL CONTROL AND INSPECTION**

- 5.1 RFCL shall present the Vehicle for pollution checks and other statutorily mandated technical/fitness tests, at the dates and places determined by the relevant authorities. Further, RFCL shall present the Vehicle as and when required by any competent authority for any inspection that may be required by any law, regulation and / or rule. In the case of vehicles registered as commercial vehicles, RFCL shall get the annual and other fitness tests/inspections done within the stipulated time. The costs of all such tests/inspections shall be borne by RFCL.
- 5.2 RFCL shall, as and when requested by Vendor, make available the Vehicle to Vendor for inspection or technical check up by Vendor/competent authorities. Vendor shall provide reasonable notice to RFCL for the same.

**ARTICLE 6 USE, MAINTENANCE AND REPAIRS**

- 6.1 RFCL, and respectively the user authorised by him, shall use the Vehicle(s) in a proper manner for the normal purposes for which they were designed and equipped. Specifically, the Vehicle shall not be used for speed trials, endurance tests and like events, for giving driving lessons and for the conveyance of dangerous and/or explosive materials.
- 6.2 RFCL shall ensure compliance with all the applicable laws/rules and regulations in relation to the use and maintenance of the Vehicle, including but not limiting to holding a valid driving license and, where necessary, undertake appropriate modifications/additions to the Vehicle at its own cost, with the prior written approval of Vendor, to ensure such compliance.
- 6.3 RFCL shall maintain the Vehicle in a good state in conformity with The Vendor Driver's Manual and the Manufacturer Manual. Any liability arising out of not conforming to the guidelines mentioned in The Vendor Driver's Manual and/or the Manufacturer Manual shall be to the cost/account of RFCL.
- 6.4 The Vehicle shall be taken only to Designated Authorized Workshops for any repair and/or maintenance of the Vehicle. In the event any invoice is received from a workshop, not being a Designated Authorized Workshop, Vendor reserves the right to refuse to honour such invoices and charge such amount to RFCL.
- 6.5 RFCL shall report to Vendor defects in the kilometre indicator (odometer) no later than 24 hours from the time such defect is noticed by the user of the Vehicle. The kilometres driven up to the time of the repair of the defect shall be estimated and finalised after mutual consultation.

**ARTICLE 7 STANDARD MODELS AND SPECIFICATIONS**

- 7.1 The Vehicles are delivered as standard models in accordance with RFCL's specifications and with the accessories fitted as stated in the Tender document/ Quote/ Supplementary Schedule.
- 7.2 The term "standard models" shall be taken to mean the Vehicles as they are delivered to RFCL. The fitting of any further optional accessories shall be charged to RFCL, regardless of whether these are obligatory as a result of new legal requirements. Any addition of extras and adaptations to the Vehicle may be permitted in consultation with, and after the prior written consent of Vendor. However, Vendor shall remain the rightful owner of all accessories and adaptations. Upon expiry of the Lease Period or earlier termination in terms hereof, only those accessories may be removed which RFCL has had fitted at its own cost and the removal of which will occasion no visible damage to the Vehicle. By this criterion, a radio may be removed but not an aerial. Vendor shall be under no obligation to pay compensation with regard to any accessories which, as a consequence of this proviso, may not be removed. Attachments to the Vehicle, such as advertising lettering, luggage carriers, etc. may only be applied or fitted after prior written permission from Vendor; removal of these items upon termination of the right of use is chargeable to RFCL.

*Tenderer's Sign & Stamp*

**ARTICLE 8 INSURANCE**

8.1 Any risks and ensuing damage to the Vehicle, which are not fully covered by the Insurance Policy or risks which are not borne by Vendor in terms hereof, shall be borne by RFCL. Accordingly, RFCL shall pay to Vendor the amount of loss and/or damage not paid under the Insurance Policy and liable for the following:

- (i) In case of theft / loss including Total Loss:
  - (a) Book Value Recovery, if any, which shall be the short payment between the claim amount paid by the Insurance Company and the outstanding book value, including the prepaid Insurance and Road Tax, and
  - (b) Excess kilometer charge, if any, which shall be the charge for the extra kilometers driven over the prorated contracted kilometers at a rate mentioned in the Tender document/Quote/Supplementary Schedule.
- (ii) In case of Damage:
  - (a) If RFCL has opted for and Vendor has agreed to provide the Damage Waiver Service: The difference between the actual amount incurred to repair the damage and the amounts recovered under the Insurance Policy shall be payable by Vendor in accordance with Article 2.2 (viii).

8.2 From the 4th month following the event of total loss or theft, RFCL shall not be liable to pay the Lease Rental, as per the following conditions:

- (a) If the Insurance Company pays the claim amount within four months, RFCL shall need to pay Vendor as per Article 8.1(i) where the outstanding book value shall be as of the end of the month in which the Claim from Insurance Company is received.
- (b) If the claim is not settled by the Insurance Company within four months, Vendor shall settle the accounts on an ad hoc basis and RFCL shall need to pay Vendor as per Article 8.1(i) where the outstanding book value shall be as of the end of the fourth month and the amount to be recovered from the Insurance Company shall be the estimated value. Once the Insurance Company finally makes the payment of the claim, Vendor shall reconcile the accounts with RFCL and Vendor shall be entitled to claim any amounts that may be due from RFCL.

8.3 In the event, the stolen Vehicle is recovered before the claim amount is received from the Insurance Company, depending on the condition of the Vehicle, it will be at the discretion of Vendor whether to continue with the Lease Period for that Vehicle. In the event Vendor does not agree to continue with the balance term of the Lease Period of the relevant Vehicle, the Lease will be terminated and RFCL shall pay to Vendor the following:

- (a) Book value Recovery, if any, which shall be the short recovery through the sale of the Vehicle where not less than three independent bids will be invited as compared to the outstanding book value, including the prepaid Insurance and Road Tax, and kilometer charge, if any, which shall be the charge for the extra kilometers driven over the prorated contracted kilometers at a rate mentioned in the Tender document/ Quote/ Supplementary Schedule.

8.4 Upon the happening of any event that causes any damage or loss to the Vehicle and/ or its accessories whilst thereon, including accident, theft, hit caused by fire explosion, self-ignition or lightning, burglary, house breaking, riot, strike, earthquake, flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost, malicious act and/ or terrorist activity, RFCL shall as soon as possible notify Vendor by telephone of such damage or loss relating to the Vehicle and confirm this in writing in accordance with the terms hereof and The Vendor Driver's Manual, within 2 working days of the occurrence of such event causing loss and/ or damage to

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the Vehicle. Without prejudice to the generality of the provisions given above, in the event of accident or theft of the Vehicle or any part and/ or accessory thereof, RFCL:

- (a) Shall immediately report the same to the nearest police station and obtain a copy of the first information report (FIR) and ensure that the registration, chassis and engine number are specified in the FIR.
  - (b) Shall report the same to Vendor and within 2 working days of the knowledge of the theft, furnish to Vendor, copy of the FIR.
- 8.5 All insurance and damage related issues shall be subject to the terms, general exceptions, conditions and endorsements contained in the Insurance Policy. Handling of all legal liabilities/claims arising out of third party claims shall be the responsibility of RFCL.
- 8.6 RFCL shall maintain the Vehicles with all due diligence. RFCL undertakes to facilitate the settlement of all cases of damage by providing the relevant information and documents and taking all the steps required if requested to do so. Vendor retains the right to initiate an investigation in the event of any loss occurrence.
- 8.7 Under no circumstances shall Vendor be held liable towards RFCL or a third party for any loss or damage that may be suffered by RFCL or a third party, whether or not the same may be attributed to RFCL or user of the Vehicle.
- 8.8 Whilst holding an option to seek, Vendor may itself decide whether a Vehicle should be repaired. No repairs will be carried out if the Vehicle is technically no longer repairable, or if the costs of repair are disproportionate to the current book value and/or remaining duration.

**ARTICLE 9 WARRANTIES**

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

**ARTICLE 10 RFCL'S COVENANTS**

During the subsistence of this Agreement and till the Vehicle is delivered back to Vendor in good order and condition in terms hereof, RFCL shall:

- 10.1 not claim any right, title or interest in the Vehicle and/or parts, components thereof other than that of a lessee or contest Vendor's sole and exclusive ownership thereof.
- 10.2 use and operate the Vehicle carefully and maintain it in conformity with the Manufacturer Manual and Vendor Driver's Manual and comply with all statutory and other requirements of law, rules, regulations or directions applicable to use and operation of the Vehicle in that behalf. RFCL shall not do or omit to do, cause to be done any act or thing by which the warranties and performance guarantees given by the Manufacturer would be invalidated or become unenforceable, wholly or partly.
- 10.3 not transfer, assign or otherwise dispose of or purport to transfer, assign or dispose of Vendor's rights or obligations or interest hereunder by way of mortgage, charge, sublease, sale or other assignment, hypothecation, pledge, hire, encumbrance, license or otherwise in any manner part with the possession of the Vehicle or any part

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**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301**

NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

**Name of the Work:** Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years

thereof or allow or purport to do or allow or create any lien, charge, attachment or other claim of whatsoever nature on the Vehicle or any part thereof.

- 10.4 indemnify and keep indemnified Vendor, at all times, against any loss or seizure of the Vehicle under distress, execution or other legal process or destruction or damage to the Vehicle by fire, accident or other cause, from any claim or demand arising out of the use/handling of the Vehicle, or any risk or liability for death or loss of limb of any person whether employee of RFCL or any third party and hold Vendor harmless, against all losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon and for this purpose take out such workmen's compensation as may be necessary, customary or the practice in the business carried on by RFCL.
- 10.5 (i) not claim any relief by way of any deduction, allowance or grant available to Vendor as the owner of the Vehicle under the Income Tax Act, 1961 or under any other statute, rule, regulation or guideline issued (or as may be amended and existing from time to time) by the Government of India or any statutory authority and not do or omit to do or be done any act, deed or thing whereby Vendor is deprived, whether wholly or partly, of such relief by way of deduction, allowance or grant. The RFCL shall, at the end of each financial year of Vendor, provide to Vendor such information as it may require to claim relief by way of deduction, allowance, or grant, as the owner of the Vehicle under the Income Tax Act, 1961 and RFCL undertakes to comply with and observe, at all times, all the terms and conditions to be Compliant with or observed in respect of the use of the Vehicle to entitle Vendor to obtain such relief.
- (ii) In case of a sale and lease back, RFCL agrees to make available all necessary documents immediately on request of Vendor to enable the endorsement of Vendor's name as financier and transfer of name, if required, in the registration certificate of the Vehicle.
- 10.6 sign, execute and deliver all such documents as may be reasonably requested by Vendor, in relation to the Vehicle, including such forms, affidavits, powers of attorney etc., as may be required to be filed with the transport authorities or the insurance companies.
- 10.7 authorize Vendor to sell, alienate, transfer, charge, hypothecate or otherwise encumber the said Vehicles and in this regard, to sign and deliver necessary forms, documents and/or to give notice to the appropriate Regional Transport Authority for effecting transfer of the said Vehicles at the end of the Lease Period.
- 10.8 authorize Vendor to fill in, alter, amend, sign or complete such forms, documents or papers relating to the regional transport office or the insurance companies and to give full and complete effect thereof.

**ARTICLE 11 EVENTS OF DEFAULT**

- 11.1 An event of default shall occur hereunder if:
- (i) RFCL fails to make any of the payments or part thereof or any other payment required to be made hereunder when due and such failure continues for a period of 14 days after written notice is sent to RFCL; or
- (ii) RFCL fails to perform or observe any other covenant, conditions or agreement to be performed or observed by it hereunder or in any other document furnished to Vendor in connection herewith; or
- (iii) without Vendor's consent, RFCL sells, transfers, parts with possession or sublets or encumbers or creates any charge and/or lien on or endangers the Vehicle/any item of the Vehicle; or
- (iv) **RFCL shall make an assignment for the benefit of creditors, or consent to the appointment of a trustee or receiver; or a trustee or receiver shall be appointed in relation to a substantial part of RFCL's property; or bankruptcy, reorganisation or insolvency proceedings, voluntary or otherwise, affecting RFCL, shall be instituted by or against RFCL; or**

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NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

**Name of the Work:** Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years

- (v) shall be in default under any other agreement at any time executed with any of the parties hereto; or
- (vi) fails to maintain the Vehicle in terms of this Agreement and/or as specified in The Vendor Driver's Manual or manufacturer manual.

**ARTICLE 12 DISTRAINT AND MEASURES BY THIRD PARTIES**

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

**ARTICLE 13 TRAVEL OUTSIDE CONTRACTED BOUNDARY**

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

**ARTICLE 14 MISCELLANEOUS**

**14.1 Legal Costs, Taxes, Fines**

- (i) RFCL is aware that the Lease Rentals will be specified in the Tender document/ Quote/ Supplementary Schedule, after taking into account all taxes, duties and other charges, as may be applicable at the time of preparation of the

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Quote/ Supplementary Schedule, as the case may be. The RFCL agrees that RFCL will be liable to bear and pay any and all applicable taxes, charges, levies, duties or any other imposts (whether applicable at the time of execution of the Quote/ Supplementary Schedule, or made applicable later) that may be payable by virtue of RFCL executing this Agreement or availing the services hereunder or making payments pursuant to this Agreement. To this end, RFCL covenants to pay any and all such additional amounts that may be claimed by Vendor.

14.2 Jurisdiction

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

14.3 Correspondence Address

Unless specifically provided otherwise, any notice or demands required to be given herein shall be given to the parties hereto in writing and by either Registered Post Acknowledged Due, facsimile, e-mail or by hand delivery at the addresses above mentioned or at such other addresses as the parties hereto may hereafter substitute by written notice given in the manner prescribed hereinabove.

14.4 Waiver

Any waiver by a party of any rights that is available to it, shall not constitute a waiver of any other rights available to it, nor shall a waiver at one instance be construed as waiver at all similar instances in future. A waiver, in order to be effective, shall be in writing and shall be expressed in clear terms. It is clarified that there cannot be any implied waiver of any rights available to a party under this Agreement, and any delay, neglect, failure or refusal of a party in enforcing its right shall not constitute a waiver of any rights available to such party.

14.5 Headings

The headings in this Agreement are for convenience only and shall not define or limit any of the terms hereof.

14.6 Assignment

RFCL shall not be entitled to assign (in whole or in part) this Agreement or Order(s) or Supplementary Schedule or any of the rights or obligations of RFCL, without prior written consent of Vendor, which consent may be given at Vendor's own discretion. Vendor shall have the right to assign (in whole or in part) this Agreement, Order(s), Supplementary Schedule, or any rights (including any part of the Lease Rentals that may be receivable under or pursuant to this Agreement) or obligations of Vendor. In such an event, RFCL shall perform its obligations under or pursuant to this Agreement, relevant Order(s) or Supplementary Schedule qua such assignee.

**ARTICLE 15 THE AGREEMENT**

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

**ARTICLE 16 FORCE MAJEURE**

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

**ARTICLE 17 DEFINITIONS**

- i. "Book Value Recovery" means any short recovery through the sale of the Vehicle by Vendor or paid by the Insurance Company as compared to the Outstanding Book Value of the Vehicle.

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- ii. **"Outstanding Book Value"** means the outstanding investment value (inclusive of financed insurance and registration/road tax amount) of the vehicle any point of time as per the Book Value Chart computed as per annuity method (PMT Formula) and indicated by the Vendor.
- iii. **"Contracted Boundary"** means the city limits within which the fleet management services can be availed by RFCL as stipulated in the Tender document.
- iv. **"Contracted Months"** means the number of months or part thereof for which the Vehicle is leased to RFCL, as specified in the Tender document/ Quote/ Supplementary Schedule.
- v. **"Contract Start Date"**, subject to Article 2.2(v), means the delivery date of the Vehicle as specified in the Delivery Approval Form or Manufacturer/Dealers' vehicle invoice date + 2 days.
- vi. **"Damage Waiver"** means waiving RFCL's obligation to pay the difference in the amounts paid by the insurance company and that required to repair a damaged Vehicle subject to the conditions specified in Article 2.2 (viii).
- vii. **"Designated Authorized Workshops"** means the auto workshops or any of them, designated by Vendor for the repair and maintenance of the Vehicle. Vendor reserves the right to add new workshops and/or remove workshops from the list of such Designated Authorized Workshops.
- viii. **"Excess Kilometer Charge"** means the rate, which RFCL has to pay for using the Vehicle over and above the "Contracted Kilometers".
- ix. **"Fleet Management Services"** means the management and administration services specified in Article 2.2 hereof.
- x. **"Force Majeure"** means any event that is not within reasonable control of a party (whose performance is affected by such event) including without limitation, insurrection, restraint imposed by the Government, act of legislative or other authority, war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God, that affects the ability of a party to perform its obligations as envisaged herein. Provided however, non-payment of amounts due from a party under this Agreement (for any reason) shall not be considered as an event of Force Majeure.
- xi. **"Insurance Policy"** means the insurance policy for the Vehicle as specified in Article 2.2(ii) hereof.
- xii. **"Lease Period"** means the period of lease of the Vehicle as specified in Article 3.1 hereof.
- xiii. **"Vendor Driver's Manual"** means the manual issued by Vendor as may be amended by Vendor at its discretion, from time to time.
- xiv. **"Manufacturer Manual"** means and includes the manual(s) issued by the manufacturer/dealer of the Vehicle.
- xv. **"Quote/ Supplementary Schedule"** means the schedule or schedules referred to in Article 1.2 and Article 15, which specify the details with respect to the Vehicle.
- xvi. **"The Vehicle"** means the vehicle and each of the vehicles, specified in the relevant Order/ Tender document/ Quote/ Supplementary Schedule.
- xvii. **"Total Loss"** means total loss of the Vehicle as determined by the Insurance Company.
- xviii. **"Sale and lease back"** means taking over of an existing used vehicle at an agreed price and lease it back as per criteria specified by Vendor.
- xix. **"Lease Rental"** means the consideration payable by RFCL on lease of a vehicle together with the charges for fleet management services as defined in Article 2.2 along with all applicable taxes and duties.

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

For **Ramagundam Fertilizers and Chemicals Ltd**

For **M/s** \_\_\_\_\_

( \_\_\_\_\_ )

( \_\_\_\_\_ )

**Authorized Signatory  
Seal**

**Proprietor / Authorized Signatory  
Seal**

**Witness :**

**Witness :**

1. Signature: \_\_\_\_\_

1. Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

2. Signature: \_\_\_\_\_

2. Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024

Name of the Work: **Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years**

**ANNEXURE-XXI**

**NO CLAIM CERTIFICATE**

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

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

Yours faithfully,

Signatures of contractor or officer authorized to sign the contract documents  
on behalf of the contractor

(Company stamp)

Date: .....

Place: .....

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## **Annexure-XXII**

### **Preference to Make in India**

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017<sup>1</sup>. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order:-

a) '*L1*' means the lowest tender or lowest bid or the lowest quotation received in a

tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

b) '*Margin of purchase preference*' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.

c) '*Nodal Ministry*' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

d) '*Procuring entity*' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes

Government companies as defined in the Companies Act.

e) '*Works*' means all works as per Rule 130 of GFR- 2017, and will also include '*turnkey works*'.

### **i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'non-local suppliers' for different types of procurement.**

a) In procurement of all goods, services or works in respect of which the Nodal ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para (i)(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

### **ii) Purchase Preference**

a) Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

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b) In the procurements of goods or works, which are covered by para (i) (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

2. If L1 bid is not a 'Class-I local supplier', 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods or works, which are covered by para (i)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L-1 price, the contract may be awarded to the L1 bidder.

4. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**iii) Applicability in tenders where contract is to be awarded to multiple bidders**

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20 (twenty) percent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I



Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20 (twenty) percent margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20 (twenty) percent margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

iv) **Exemption of small purchases:** Notwithstanding anything contained in paragraph (i), procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

v) **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50 (fifty) percent. For 'Class-II local supplier', the 'local content' requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for 'Class-I local supplier'/'Class-II local supplier' respectively.

vi) **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

vii) **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

viii) **Verification of local content:**

a) The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e) Nodal Ministries and procuring entities may prescribe fees for such complaints.

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f) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.

h) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

3. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**ix) Specifications in Tenders and other procurement solicitations:**

a) Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b) Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c) Procuring entities shall review all existing eligibility norms and conditions with reference to sub-paragraphs (viii) (a) and (b) above.

**d) Reciprocity Clause**

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

2. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

4. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

5. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

e) Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is

restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f) “All administrative Ministries/Departments whose procurement exceeds Rs. 1000.

Creore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website.”

x) **Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

xi) **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

xii) **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

**xiii) Manufacture under license/ technology collaboration agreements with phased indigenization**

a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

xiv) **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

1. reduce the minimum local content below the prescribed level; or
2. reduce the margin of purchase preference below 20 (twenty) percent; or
3. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

xv) **Directions to Government companies:** In respect of Government companies and other procuring entities not

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governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

xvi) **Standing Committee.** A standing committee is hereby constituted with the following membership: Secretary, Department for Promotion of Industry and Internal Trade-Chairman Secretary, Commerce-Member Secretary, Ministry of Electronics and Information Technology-Member Joint Secretary (Public Procurement), Department of Expenditure-Member Joint Secretary (DPIIT)-Member-Convenor The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

xvii) **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of the Order.

xviii) **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of the Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

xix) **Transitional provision:** The Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

(Rule 153 of GFR 2017)

(Note: <sup>1</sup>Latest revision to the Order notified vide OM No. P-45021/2/2017-PP (BE-II) issued by DPIIT, dated 16.09.2020)

[Buyer is advised to refer latest guidelines, if any, issued by the Ministry/ Corporate Office].

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**Annexure-XXIII**

**Model Clauses for Tenders**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

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3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order).

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."*

Model Certificate for Tenders

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

Model Certificate for Tenders for Works involving possibility of sub-contracting:

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

Model Certificate for GeM:

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, is not from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

[Buyer is advised to refer latest guidelines, if any, issued by the Ministry/ Corporate Office].

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**Annexure-XXIV**

**On expiry of the contract, following CERTIFICATES will be submitted by me on letter head along with final bill**

It is certified that:

- a) “I/We have made all payments towards wages as defined under the Payment of Wages Act, 1936 and the Contract Labour (Regulation & Abolition) Act, 1970 in respect of manpower engaged/employed for the execution of work awarded by RFCL Noida vide work order No. \_\_\_\_\_ dated \_\_\_\_\_
- b) “I/We have deposited ESI and PF Contribution in respect of all the workers engaged by me/us and as mentioned / shown in the Attendance Register Sheets/wage Payment Register sheets for execution of the above work.
- c) In case any dispute arises on account of the above referred work order, we undertake to discharge our statutory obligations under various Labour laws, if any and hereby indemnify M/s Ramagundam Fertilizers and Chemicals Limited, from any such responsibilities/payments”

**Seal & Signature of the Contractor**

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**ANNEXURE-XXV**

**Special terms and conditions, Technical Terms and Scope of work for Hiring of Brand New Cars on Operating Lease Basis.**

1. **ELIGIBILITY CRITERIA:** The bidders, in order to become eligible to participate in the bid, need to meet the eligibility criteria mentioned at **Annexure-VII** and submit the self-certified documentary evidences in support thereof; failing which price bid shall not be opened.

2. **Requirement:**

3.1 Our tentative requirement of Cars is as under:

Sl.No.	Type of Car	No. of vehicles
a.	Maruti Suzuki Ciaz- Delta (Petrol) BS-VI compliant	02
b.	Maruti Suzuki Dzire LXI (Petrol) BS-VI compliant	02

**Note:** The above requirement is tentative, which may increase / decrease and there is no commitment from RFCL's side for quantum of business. In case of requirement, additional vehicle can be hired on the same terms and conditions.

3.2 It is clarified that in this tender, financial bids are invited for hiring of maximum **04 vehicles** of brands specified in Para 3.1 above during a period of **four years** from the date of finalization of the contract. For further requirement of vehicles exceeding **04**, quotes shall be invited as and when required, from the L-1 bidder.

3.3 The Vendor shall arrange to provide **metallic finished** brand new cars **registered in Delhi or at the place as indicated in the Letter of Intent (LOI)** having "white plate registration numbers" on Operating Lease Basis within fifteen days from the date of issue of LOI. Car colour shall be indicated by RFCL at the time of issue of LOI. The vehicles will be required to be equipped with the genuine accessories as are fitted / provided by the OEMs.

3.4 The vehicles shall be equipped with GPS Navigation & Tracking System.

3. **Documentation:** Registration, Comprehensive Insurance and other relevant documents required for running the vehicles, **should bear name of RFCL** as lessee as per Motor Vehicles Act. The vehicles having "**white plate registration number**" should only be provided by the Vendor.

4. The Vendor shall submit Service Agreement, Registration Certificate, Invoice for purchase of the Car, Lease Rental Payment Schedule duly signed by the Vendor and RFCL.

5. **Delivery:** Vendor shall ensure safe delivery of brand new cars purchased after issue of LOI within fifteen days from the date of LOI at the specified location(s).

6. RFCL's use of the Cars shall not be interfered with in any manner whatsoever by the Vendor or any person claiming directly or indirectly to be the Vendor.

7. **Payment:**

(a) **Gross Lease Rental:** RFCL shall pay monthly lease amount, including taxes as applicable, within 15 working days of presentation of invoice complete in all respects for car after completion of the month, i.e. payment for the previous month shall be released in the succeeding month.

(b) **Charges towards extra kms.:** In the event, in respect of any of the Vehicles, the actual kilometers covered by RFCL exceed the contracted kilometers, then RFCL shall pay the charges towards excess kilometers at the rates finalized in the contract.

(c) **Recovery towards less mileage:** In the event, in respect of any of the Vehicles, the actual kilometers covered by the RFCL is less than the contracted kilometers, then RFCL shall recover the charges towards less mileage at the rates finalized in the contract.

8. Income Tax shall be recovered from the Bills as provided in the Income Tax Act, 1961.

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9. **Insurance:** RFCL will have no liability on insurance related claims on account of damage to the Car during use subject to insurance claim being admissible by the insurer as per IRDA norms. The Vendor will take only Comprehensive Insurance Policy for the vehicles (including driver) to be provided to RFCL.
10. **Theft and / or damage of the vehicle:**
- (a) In the event a vehicle is stolen and / or damaged beyond repair, the contract for that particular vehicle shall be considered to be automatically terminated / foreclosed and RFCL shall pay / recover the Foreclosure Value, in the event of such occurrence only, on the basis of following:  
Foreclosure Value = Outstanding Book Value (OBV) **MINUS** Insurance Claim received from Insurance Company.
- (b) The Vendor shall submit an Outstanding Book Value Chart (OBVC) along with Techno-commercial Bid in **Annexure "B"** for the entire lease period, **assuming** the on- road cost of the vehicle as Rs.1,00,000/-, inclusive of Road Tax, Registration Amount, Insurance Premium Amount and GST, etc.
- (c) It may be noted that the above will not be considered for evaluation.
11. **Repair and Maintenance / Break-down services:**
- (a) The Vendor should have the arrangements for repairing the vehicles in a short time and during the repair / scheduled servicing, the Vendor will provide a substitute vehicle immediately, i.e. within two hours, so that there is no inconvenience / disruption in the work of RFCL, failing which RFCL will have the right to make alternate arrangement at the risk and cost of the Vendor or an amount of Rs.1,200/- per day, whichever is higher, shall be recovered from the bill(s) of the Vendor on account of non-provision of replacement service during the repair / scheduled servicing of the vehicle.
- (b) Regarding major accident it will be got repaired by the Vendor in car manufacturer's authorized workshop at the cost and risk of the Vendor subject to insurance claim being admissible by the insurer as per IRDA norms. Settling claims with insurance company will be the sole responsibility of Vendor and RFCL will have no liability in this regard. The Vendor shall provide round-the-clock breakdown services in case the vehicle is immobilized on the road. The Vendor shall provide replacement of the car deployed in case of damage / unworthiness of the vehicle to ply on road. The Vendor shall make arrangement with maintenance service providers for cashless transaction for repair and maintenance of the Car and furnish relevant particulars in **Annexure "A"**.
12. **Option to buy the Car on termination of operating lease:** User, with whom car is attached, shall have the first option to buy or refuse to buy the car on termination of operating lease at fair market price. Fair Market price shall be determined by inviting not less than three independent bids in a transparent manner.
13. **Termination (In Addition to Clause No:41.1 of GTCC):**
- (a) The contract can be terminated with mutual consent of both the parties.
- (b) RFCL reserves the right to terminate the contract / operating lease in respect of a particular vehicle before the expiry of the operating lease period due to non-performance / unsatisfactory performance in accordance with the provisions of the tender document, after giving reasonable opportunity by RFCL.
- (c) RFCL also reserves the right to terminate the contract / operating lease in respect of a particular vehicle without assigning any reason by serving one month's notice, in writing. In such an event, RFCL shall pay or recover the difference, if any, between the Outstanding Book Value as on date of termination of the contract and the value received by the Vendor through sale of the vehicle.
14. **Activities on Expiry / Termination / Cessation of operating lease period:** Immediately after the expiry / termination / cessation of the operating lease period, RFCL shall return to Vendor the following:
- (a) **Delivery** of the vehicle at the place where it was originally delivered on "as is where is basis".
- (b) **Documents:** Relevant documents with respect to the vehicle, including registration certificate in original and the original insurance policy.
- (c) **Keys & Accessories:** Keys (Original as well as duplicate) of the vehicle and accessories fitted as original equipment in the vehicle.
- (d) **Payments:** RFCL shall stop paying lease rentals for that particular vehicle from month of termination of the contract / operating lease.

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15. **Agreement tenure & Contract period:** Master Lease Agreement for hiring of vehicle(s) shall be executed as per **Annexure-XX**, which will be valid for a period of **Four Years**, which may be **extended up to a period of one year on the same terms and conditions with mutual consent.**
16. **Firm Lease rentals:** Lease rentals will remain fixed during the entire operating lease period for each vehicle. However, the lease-rental may vary due to statutory / regulatory changes as may be notified by the Govt. from time to time during the currency of the contract.
17. **Workability of Lease Rental:** Lease rental payable to the successful bidder shall be worked out based on the Ex-showroom Price of the brand new car applicable on the date of purchase. **For this purpose, the Bidder shall enclose working of lease rental in Annexure-C.**
18. The Vendor shall make necessary payments towards road tax, etc. as per rules and regulations in vogue.
- 19. Evaluation criteria for determination of tender: Refer ANNEXURE-VIII**
20. The Vendor shall ensure replacement of tyres, tubes, battery and other consumables at periodical intervals, as and when required, so as to maintain the vehicle in good running condition during the contract period.
21. The Vendor shall be responsible for maintaining the Car in excellent conditions. For this purpose, the Vendor shall ensure that scheduled / non-scheduled repairs and maintenance are undertaken from authorized workshops / service centres as per manufacturer's norms / guidelines during the operating lease period at its own cost.
22. The Car will be parked at the residence of Officer with whom it is attached or within the office complex or any other place indicated in the LOI. The Car may be driven by the Officer concerned in case of emergency / exigency beyond duty hours.
23. As these vehicles are to be used by the senior officials of RFCL, the Vendor shall ensure to provide all the necessary documents (valid registration certificate, insurance papers, PUC certificate, etc.) pertaining to the Car.
24. Except otherwise provided in the contract, RFCL will not be responsible for any loss, damage, or accident to the vehicle or to any other vehicle or injury.
25. **Contracted Boundary:** The Car will be used for journeys primarily in Noida / Delhi / NCR or the place / location of deployment of vehicle and also in any other place(s) in India as may be required.
26. Any person engaged by the Vendor for rendering the services under this Tender shall have no claim / right on RFCL. The Vendor will keep RFCL and its Officers indemnified from and against any claim / liability by any such person providing services under this Tender.
27. The Vendor shall be independent entity engaged to produce the required results and shall comply with the Laws and Regulations applicable in this regard and shall also keep RFCL and its Officers indemnified against any breach or default.
28. **Good & Services Tax:**
- (a) RFCL will reimburse applicable GST, to the agency and the agency shall be solely responsible for depositing the GST with the appropriate Govt. Authorities.
- (b) GST shall be separately shown in the bill(s).
- (c) TDS-GST as per the provisions of GST Law and its amendments from time to time shall be deducted from the bills of the Vendor.
- (d) GST as applicable on any amount recoverable from the Vendor on account of penalty shall be recovered from the Vendor over and above the amount of the penalty.
29. **Tax Deduction at Source:** Statutory deduction on account of Income Tax / Other applicable taxes if any shall be made from the bill of the Tenderer at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws. at the time of release of payment to the Tenderer.
30. **Delisting:** In case, the Vendor repeatedly fails to perform, causes abnormal delays, supplies sub-standard material, fails to attend to complaints and does not improve performance within a reasonable time, he / she shall be delisted.

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**Ramagundam Fertilizers & Chemicals Limited**

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

**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301**

**NIT Ref. No. RFCL/C&P/HR/Lease Vehicle/24-25/050 Dated: 01.10.2024**

**Name of the Work: Contract for Hiring Brand New Cars on Operating Lease Basis for a period of 4 Years**

31. **Blacklisting:** In case a party is found guilty of bribery, corruption, dishonesty, mal-practice, submission of forged documents, misrepresentation, fails to refund the amount due to the company, fails to return the balance material issued for execution of the jobs, backs out and does not accept work order, such party(ies) shall be blacklisted.
32. The prospective tenderers having any common partners / Directors / Managing Partners, etc. or having any other common criteria shall be considered as Sister / Group / Associates Company. In such cases, only one of them will be eligible for participating in the tender.
33. The tenderer shall quote the price strictly as per the proforma enclosed for schedule of prices. Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.
34. One person will be allowed to represent only one tenderer during discussions / negotiations with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
35. Bidders may ensure that tender documents / offer has been signed by appropriate / authorized representative of the Company. Withdrawal of offer / non-acceptance of orders placed based on offers submitted by bidders on their letterhead, will not be allowed on the grounds that offer was not signed by authorized person.
36. The Contract shall deem to have been entered at Delhi and all Suits in respect of this Contract shall be in the Courts of New Delhi.
37. The successful bidder would be required to enter into Agreement in the enclosed Annexure-XX with Ramagundam Fertilizers and Chemicals Limited on non-judicial stamp paper of Rs.100/- for each vehicle separately, cost of which is to be borne by the Vendor.
38. RFCL reserves the right to accept or reject any or all Tenders without assigning any reasons thereof.
39. The successful bidder(s) will be required to furnish Certificate (**Annexure "A"**) for undertaking the repair / maintenance of vehicles on cashless transaction basis, and would intimate the details of dealers / workshops who would be providing the said services for Delhi/NCR region.

**Sankalp Sharma**  
**Deputy Manager (C&P)**

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**Annexure "A"**

**Certificate for Repair / Maintenance of Vehicles**

**(To be provided by all the bidders)**

We confirm that repair & maintenance of Car would be provided by us through the authorized agencies of each model on cashless transaction basis:

SI.No.	Type of Car
a.	Maruti Suzuki Ciaz- Delta (Petrol) BS-VI compliant
b.	Maruti Suzuki Dzire LXI (Petrol) BS-VI compliant

**SIGNATURE OF VENDOR / LESSOR WITH SEAL**

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**Annexure “A” contd....**

**Certificate for Repair / Maintenance of Vehicles**

**(To be provided by the successful bidder before placement of order)**

We confirm repair & maintenance of the vehicles would be provided by us through the following authorized agency of each model on cashless transaction basis:

S.No.	Type of Car	Name of Agency / Location	Contact Person / Phone No.
a.	Maruti Suzuki Ciaz- Delta (Petrol) BS-VI compliant		
b.	Maruti Suzuki Dzire LXI (Petrol) BS-VI compliant		

\* Add more rows for indicating different Agencies in different locations

**SIGNATURE OF VENDOR / LESSOR WITH SEAL**

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**Annexure "B"**

**Outstanding Book Value Chart (OBVC) for 48 months assuming the on road cost of the vehicle as Rs.1,00,000/-, inclusive of Road Tax, Registration Amount, Insurance Premium Amount and GST, etc.**

Month	Outstanding Book Value (Rs.)	
	Maruti Suzuki Ciaz- Delta (Petrol) BS-VI compliant	Maruti Suzuki Dzire LXI (Petrol) BS-VI compliant
1 <sup>st</sup>		
2 <sup>nd</sup>		
3 <sup>rd</sup>		
4 <sup>th</sup>		
5 <sup>th</sup>		
6 <sup>th</sup>		
7 <sup>th</sup>		
8 <sup>th</sup>		
9 <sup>th</sup>		
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Response not to be filled here. To be filled in online portal.

**SIGNATURE OF VENDOR / LESSOR WITH SEAL**

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**Check List for submission of Tender**

S.N	Document details	Uploaded (Yes / No)
1.	Signed copy of NIT (Signed in all pages) / Digitally signed copy of NIT as a token of acceptance of all Terms & Conditions.	<b>Response not to be filled here. To be filled in online portal.</b>
2.	Declaration & Performas	
2.a	Declaration Form-I Duly Self-Certified	
2.b	Declaration Form-II Duly Self-Certified	
2.c	Declaration Form-III Duly Self-Certified	
3	Self-attached copy of PAN Card	
4	Self-attached copy of GST Certificate (If applicable)	
5	Signed & Stamped Copy Annexure-V	
6	Affidavit on Non-Judical Stamp Paper of Rs.50 as per Annexure-VI (Original Affidavit to be couriered)	
7	Affidavit for proprietorship on Stamp Paper of Rs.100 as per Annexure-XI (Original Affidavit to be couriered)	
8	Undertaking on Letter Head (Form-I & Form-II) as per annexure-XII (If applicable) (Bidder who shares Land Borderwith India)	
9	Certificate for Repair / Maintenance of vehicle as per Annexure-“A”	
10.	Experience of Successfully completed similar works(Hiring of Vehicle on Lease Basis)	
10.a	One Similar work* value not less than <b>₹ 30.60 Lakhs excluding taxes,duties etc.</b> During the last <b>Seven Years For Normal Bidders</b>  <b><u>Or</u></b>  One Similar work* value not less than <b>₹ 15.30 Lakhs excluding taxes,duties etc.</b> During the last <b>three Years for Startup Companies</b>  <b><u>*Work Order Copies to be uploaded</u></b>	
10.b	Two Similar Works* value not less than <b>₹ 19.13 Lakhs excluding taxes,duties etc.</b> During the last <b>Seven Years For Normal Bidders</b>  <b><u>Or</u></b>  Two Similar Works* value not less than <b>₹ 9.56 Lakhs excluding taxes,duties etc.</b> During the last <b>three Years for Startup Companies</b>  <b><u>*Work Order Copies to be uploaded</u></b>	
10.c	Three Similar Works* value not less than <b>₹ 15.30 Lakhs excluding taxes,duties etc.</b> During the last <b>Seven Years For Normal Bidders</b>  <b><u>Or</u></b>  Three Similar Works* value not less than <b>₹ 7.65 Lakhs excluding taxes,duties etc.</b> During the last <b>three Years For Startup Companies</b>  <b><u>*Work Order Copies to be uploaded</u></b>	

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11.	<p>Average Annual Financial Turnover* (2023-24,22-23&amp;21-22) at least Rs <b><u>11.47 Lakhs excluding taxes,duties etc. For Normal Bidders</u></b></p> <p><b><u>Or</u></b></p> <p>Average Annual Financial Turnover* (2023-24,22-23&amp;21-22) at least Rs <b><u>5.74 Lakhs excluding taxes,duties etc. For Startup Companies</u></b></p> <p><b><u>*Copy of Audited Balance Sheet /Profit &amp; Loss Account for FY 2021-22, 2022-23,2023-24 to be uploaded</u></b></p>	<p style="color: red; font-size: small;">Response not to be filled here. To be filled in online portal.</p>
12.	Copies of Audited Balance Sheet for (FY 2023-24)	
13.	<p>I. Bidder must not be <b>black listed</b> by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder must not be <b>delisted / on NegativeList</b> 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 <b>Holiday list</b> of RFCL.</p> <p>Self-certification(s) should be submitted on Party's letterhead for the same.</p>	
14.	For availing relaxation to Startups, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.	

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**ANNEXURE-C**

**PRICE BID (SCHEDULE OF QUANTITIES & RATES)**

Sl. No.	Description	Formula	Figure (Rs. / %age / Km. / No.)	To be Quoted by Bidder	
				Maruti Suzuki Ciaz-Delta (Petrol) BS-VI compliant	Maruti Suzuki Dzire LXI (Petrol) BS-VI compliant
A	Ex-showroom Price of Car at Delhi * (inclusive of GST + Cess) (Rs.)		Rs.		
B	Less Discount (Rs.)		Rs.		
C	Net Price inclusive of GST + Cess (Rs.)	A-B	Rs.		
D	GST + Cess (Agency to indicate the components for which input tax credit is available to derive the capitalized cost)	$(\alpha = d1 + d2)$	%age		
D1	GST	d1	%age		
D2	Cess	d2	%age		
E	Base price of Car (Rs.)	$C/(1+\alpha/100)$	Rs.		
F	Accessories Cost – GPS Navigation & Tracking System (Rs.)		Rs.		
F1	GST on Accessories Cost (For which Input tax credit is available, is to be indicated here.)	d3	%age		
F2	Base Price of Accessories (Rs.)	$F/(1+d3/100)$	Rs.		
G	Capitalised Amount (Rs.)	E + F2	Rs.		
H	PTPM – per thousand per month (Rs.)		Rs.		
H1	% variation in PTPM due to 0.5% revision in SBI MCLR Rate (%)		%age		
I	Basic Lease Rentals per month (Rs.)	$(G*H)/1000$	Rs.		
J	Rate of GST + Cess on Basic Lease Rental per month	$\beta\%$	%age		
K	GST + Cess on Basic Lease Rentals (Rs.) per month	$\beta\%$ of I	Rs.		
L	Road Tax & Registration Charges (Rs.)		Rs.		
M	Components of Executory Cost - per month				
(i)	Executory Cost (Maintenance cost+ Fleet Management + Replacement car + Road Side Assistance Pick up & Drop + Accident Depreciation Waiver + Service Charge etc.) per month (Rs.)		Rs.		
(ii)	Comprehensive Insurance including GST on the same (per month) (Rs.)		Rs.		
(iii)	Road Tax & Registration charges per month (Rs.)		Rs.		
(iv)	Applicable GST rates on M (i) per month (Rs.)	$\gamma 1\%$	%age		
(v)	GST on M (i) per month (Rs.)	$M (i) * \gamma 1\%$	Rs.		
(vi)	Any additional amount, if any, on the above per vehicle per month (Rs.)		Rs.		
N	Total Executory Cost per month (Rs.)	$M(i) + M (ii)+ M (iii) + M (v) + M (vi)$	Rs.		
O	Total Monthly Lease Rental Per Car (Rs.)	I + K + N	Rs.		

Response not to be filled here. To be filled in online portal.

\* Ex-showroom price of METALLIC FINISHED WHITE COLOUR BRAND NEW CAR(S) at Delhi shall be considered for the purpose of evaluation of bids only. However, for working out the monthly lease-rental, ex-showroom price of vehicle(s) of colour as indicated in the LOI, at respective location(s) shall be considered.

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**ANNEXURE-C contd....**

Sl. No.	Description	Formula	Figure (Rs. / %age / Km. / No.)	To be Quoted by Bidder	
				Maruti Suzuki Ciaz-Delta (Petrol) BS-VI compliant	Maruti Suzuki Dzire LXI (Petrol) BS-VI compliant
P	Excess Mileage (KMs)		Kms.	10,000	10,000
Q	<b>Excess Mileage charges including applicable GST (Rs. per KM)</b>		Rs.		
R	Extra for Excess Mileage over 48 Months (Rs.)	P*Q	Rs.		
S	Extent of less mileage (KMs)		Kms.	10,000	10,000
T	<b>Discount for less mileage including applicable GST (Rs. per KM)</b>		Rs.		
U	Less on account of Discount for Less Mileage over 48 Months (Rs.)	S*T	Rs.		

**Note**

- Hiring Charges on Operating Lease Basis for 48 Months considering running of 120,000 KMs, 10,000 extra KMs and discount for 10,000 KMs of less mileage per Car shall be calculated on the basis of rates quoted by bidders in the Price Bid and L-1 shall be determined separately for different brand(s) of vehicles.
- The vehicles will be required to be equipped with the genuine accessories as are fitted / provided by the OEMs.
- It may be noted that the figures of 10,000 excess / less mileage have been taken for evaluation purpose only and payment on these accounts shall be made on actual basis.
- Lease rental payable shall be worked out based on the Ex-showroom Price of the brand new car applicable on the date of purchase.**

Signature of the Vendor / Lessor (with Seal)

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**[EVALUATION CONSIDERING 48 MONTHS]**

Sl. No.	Description	Formula	Figure (Rs. / %age / Km. / No.)	Maruti Suzuki Ciaz-Delta (Petrol) BS-VI compliant	Maruti Suzuki Dzire LXI (Petrol) BS-VI compliant
V	No. of Cars		No.	<b>02</b>	<b>02</b>
W1	Total Rentals For 48 months (Rs.)	V*48*O	Rs.		
W2	Total Rentals for 48 months with excess km.(Rs.)	W1+(R*V)	Rs.		
W3	Total Rentals For 48 months with Discount for Less km. (Rs.)	W1-(U*V)	Rs.		
X	<b>Average Lease Rentals For 48 months (Rs.)</b>	(W1+W2+W)/3	Rs.		

**Sankalp Sharma**  
**Deputy Manager (C&P)**

*Tenderer's Sign & Stamp*