



**RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED  
RAMAGUNDAM**

**Ref. No.: RFCL /RDM/SITE/HR/CONT-69/ Hiring of Vehicles/2023-24/**

**Tender:** *Tender for Lining up of Long Term (1 Year) contract for Hiring of Vehicles for RFCL, Ramagundam Site.*

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**NOTE:** The bidders shall satisfy themselves before submitting that no page or document listed above is missing from the tender Issued to him / them.

**INSTRUCTIONS TO TENDERERS FOR E-TENDERING**

**1. Mode of Tendering:**

Ramagundam Fertilizers and Chemicals Ltd. (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL Govt, of Telangana) has decided to award **"Lining up of Long Term (1 Year) contract for Hiring of Vehicles for RFCL Ramagundam Site"** through e-tendering. The NIT will be posted on the 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. The NIT shall also be posted on the company's homepage i.e., **[www.rfcl.co.in](http://www.rfcl.co.in)**.

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

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

**a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD**

1) Mr. Somnath Sanka, DGM (HR) RFCL, Fertilizers City, Ramagundam-505210 Mob No. 9490732014 E-mail: <a href="mailto:somnathsanka@rfcl.co.in">somnathsanka@rfcl.co.in</a>	2) Mr. Mayank Dhawan, M (HR) RFCL, Fertilizers City, Ramagundam-505210 Mob No.8218011857 E-mail: <a href="mailto:mayankdhawan@rfcl.co.in">mayankdhawan@rfcl.co.in</a>
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**b) M/s. e-Procurement Technologies Limited**

1	Approval of Profile &DSC Verification	Help Desk	+91-6353217080, +91-9099090830	<a href="mailto:info@abcprocure.com">info@abcprocure.com</a> <a href="mailto:dsc@abcprocure.com">dsc@abcprocure.com</a>
2	E-Tender Submission	Help Desk	+91 9904406300, +91 9510812960, +91 9265562821, +91 6354919566	<a href="mailto:support@abeprocure.com">support@abeprocure.com</a>
3	E-Auction Related Queries	Help Desk	+91-9879996111, 99044 07997, 95108 13415	
4	<b>Office Hours:</b> Monday to Friday- 10:00AM to 07:30PM (IST) 1st, 3rd and 5th Saturday-10:00AM to 06:00 PM (IST) 2nd and 4th Saturday - Holiday			

2. a) Pre-Requisites for System using e-Procurement sites:

(b) Bidders are strongly advised to refer Minimum System Requirement document uploaded in e-Tenders invited by RFCL on <https://rfcl.abcprocure.com> under download section prior registration and Participating.

(c) For Quick Bidder Manual, you can refer this link <https://youtu.be/-E5fiZVYnfg> for Tender Submission **OR** download "Bidder Manual" from <https://rfcl.abcprocure.com> website **OR** contact us.

(d) Pre-Requisites for DSC Registration:

- 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.abeprocure.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. into the system.
- DSC needs to be physically inserted >DSC should appear in the Browser.
- Vendor should map the DSC with their Log-ID immediately after registration, Email Verification.

(e) Pre-Requisites for Login Credentials:

For registration on the e-tender site <https://rfcl.abcprocure.com> , one can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature Certificate. Digital Signature Certificate Class 3 Signing + Encryption is mandatory to attach at the time of Registration and to log-in. Bidders should ensure that DSC is in the name of registered firm and person only. If attached DSC does not match with the registered profile then DSC will not be verified and profile will not be approved. Once you have added the Digital Signature Certificate, please inform the vendor administrator [info@abcprocure.com](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 A from the licensed Certifying Authorities operating under the Root Certifying Authority 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> who have case any corrigendum amendment is issued after the submission of the bid, then such vendors 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 of the due date and time.
6. Vendors are required to complete the entire process online on or before the due date/time closing of the tender
7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - I) Vendors are advised to log on 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 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 the vendor is not able to complete the submission of the changed/revise bid within again (if this feature "Bid Withdraw" is enabled in e-tender event) However, if the vendor against the tender and consequently the vendor will be out of due date & time, the system would consider it as no bid has been received from 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 auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
- VI) Bids/Offeres 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 the time date and you nobody else till due 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 and Process. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

### **13. Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, and subsequent clarification/amendment in schedule etc. shall be available on the above-mentioned website against this tender.

### **Tender Schedule**

<b>S.No</b>	<b>Tender Stage</b>	<b>Date &amp;Time</b>
1	Start Tender Document Download	20.11.2023 at 16:30 hrs.
2	Pre-Bid Meeting	No
3	End Tender Document Download	05.12.2023 at 16:30 hrs.
4	Due/ last date of submission Bids	05.12.2023 at 17:00 hrs.
5	Techno-commercial Bids Opening	05.12.2023 at 17:05 hrs.
6	Price Bid Opening	To be intimate

**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 postponed/amended.

14. The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids. 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 cannot 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  
17. RFCL reserves the right to reject or accept any tender without giving any reason. The bids not accompanied with the requisite Earnest Money may not be opened.

**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:

Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
Bids including price bid have been opened and reverse auctioning could not start.	Under such eventuality, the reverse auction event shall be rescheduled and the new schedule shall be informed to all the bidders who have participated in the tender submitted their bids online.

**19. Name & Address of Contact person:**

Mr. Somnath Sanka,  
DGM (HR) RFCL,  
Ramagundam Fertilizer and Chemical Limited.,  
Fertilizers City- 505210  
Ramagundam(Mandal), Peddapalli(District),  
Telangana State, India

**20. GST Nos:**

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335PIZY

21. The rates should be quoted as per price bid given in the enquiry only. Quotation should be valid for should be quoted both in figures and in words. a minimum period of 30 days from the date of opening of the tender (Technical bid). The rates should be quoted both in figures and in words.  
22. Your GST Registration No. and Permanent Account No., allotted by the concerned Department should be mentioned in the quotation positively.  
23. The offers submitted by MSE, shall be considered in Accordance with Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy must enclose requisite Valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, RFCL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.

**Thanking You**

**For & On Behalf of Ramagundam Fertilizers and Chemicals Limited**

**(Somnath Sanka)**  
**Deputy General Manager (HR)**



**Ramagundam Fertilizers and Chemicals Ltd.**  
**रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड**

(A Joint Venture Company of NFL, EIL & FCIL)

Site office: Fertilizers Plant Ramagundam – 505210, Distt: Peddapally, Telengana  
Telephone: +91 8728 257488 E mail: [rfcl.ramagundam@gmail.com](mailto:rfcl.ramagundam@gmail.com)

**Ref. No.: RFCL/RDM/HR/CONT-69/ Hiring of Vehicles/2023-24**

**Date : 20.11.2023**

To,

**Sub: Notice Inviting Tender for Long term contract for One year for Hiring of vehicles at RFCL Ramagundam Site.**

Dear Sirs,

Sealed Bids are invited for the work as detailed below:

**1. Name of Work**

**"Tender for Long term contract for One Year period for Hiring vehicles at RFCL Ramagundam Site"**

**2. Earnest Money Deposit (EMD) & Tender Fee**

S. No.	Description	Tender Fee	EMD
1	All Groups ( I, II & III)	Rs.1,000/-	Rs.1,00,000/-
2	Group - I	Rs.1,000/-	Rs.1,00,000/-
3	Group-II	Rs.500/-	Rs.25,000/-
4	Group-III	Rs.750/-	Rs.50,000/-
5	Group – I & II	Rs.1,000/-	Rs.1,00,000/-
6	Group-I & III	Rs.1,000/-	Rs.1,00,000/-
7	Group-II & III	Rs.750/-	Rs.50,000/-

Bidder to submit EMD & Tender Fee in the form of demand draft in favor of 'Ramagundam Fertilizers and Chemicals Limited' 'payable at Ramagundam branch or through bank transfer (Account No 36727029257, RFCL Branch, SBI, IFSC Code: SBIN0061777). **Tender received without EMD and Tender Fee are likely to be considered un-responsive.**

Bidders registered under National Small-Scale Industries/MSME Act. are exempted from submission of E.M.D. as detailed in GTCC Cl. No.1.8.0.

**3. Contract Validity**

One Year from the date of issue of Letter of acceptance and extendable for another 3 months at the discretion of RFCL.

**4. Validity of the Tender**

**90 days** from the Date of Opening of Tender.

**5. Last Date & Time for Receipt of Bids**

**05.12.2023 up to 17:00 Hrs.**

**6. Date & Time for Opening of Bids**

**05.12.2023 at 17:05 Hrs.**

**7. Place of Receipt and Opening of Bids**

**Office of Deputy General Manager (HR), Technical Building, Fertilizer City-505210, Mandal Ramagundam, Distt. Peddapalli(TS).**

8. The rate should be quoted in the Units given in the Schedule of Rates. The rates should be quoted in both in figures as well as words. In case of any discrepancy, the amount quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places.

9. Ramagundam Fertilizers & Chemicals Ltd., Ramagundam reserves the right to reject any or all Bids without assigning any reasons whatsoever and it also does not bind itself to accept the Lowest Tender.
10. **Procedure for Submission of Tender:**  
The Tender shall be submitted in Three Sealed Envelopes as under:
- 11.1 Envelope No. 1: Will be superscripted '**Earnest Money**' and shall contain Earnest Money Deposit and Tender fee as per Clause No. 2&3 above.
- 11.2 Envelope No. 2: Will be superscripted '**Technical bid**' shall contain NIT duly signed, documents required as per Tender. Blank Price Bid mentioning quoted/un-quoted with at the prices/rates.
- 11.3 Envelope No. 3: Will be super-scribed '**Price Bid**' and shall contain the Item Wise Rates only as per Schedule of Rates Proforma
- The three envelopes should in turn be put together in a separate envelope duly super-scribed with **"Tender for Long Term contract for providing vehicles on hiring for office use for a period of One Year in RFCL at Ramagundam site."**
11. **Opening of Tender:**  
The Tender shall be opened as under:
- 11.1 Envelope No. 1: Super scribed '**Earnest Money**' shall be opened first, on the Scheduled Date & Time of Opening of Bids in the presence of those Bidders who wish to be present there.
- 11.2 Envelope No. 2: Super scribed '**Technical Bid**' shall then be opened and discussion would be carried out with the respective Bidders for clarifications, if any.
- 11.3 Envelope No. 3: Super scribed '**Price Bid**' shall be opened subsequently on the same day or at a later date, which shall be intimated to the Bidders.
12. No condition or deviation should be mentioned by Bidder in Price Bid. Offers where the party has mentioned any condition or deviation in Price Bid shall be out rightly rejected
13. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
14. Every tender shall be made in the English Language. All other information such as documents and drawings supplied by the Bidder will also be in English Language as will be any further information supplied by RFCL.
15. Bids containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the persons signing the tender documents.
16. "Bidders may ensure that tender documents/offer have been signed by appropriate/authorized representative for the Company. Withdrawal of offer/non-acceptance of orders placed based on offers submitted by bidder's on their letter head: will not be allowed on the grounds that offer was not signed by authorized person." in such case EMD shall be forfeited
17. One person will be allowed to represent only one company during tender opening. 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 negotiation
18. Bidder shall confirm in their quotation the acceptance of all terms and conditions of NIT including scope of work, failing which the offer is likely to be rejected.
19. The Tender shall be addressed to **Chief Manager (HR), Ramagundam Fertilizers & Chemicals Ltd., Fertilizer City, Ramagundam-505 210, Dist. Peddapalli, (T. S.)**

Thanking you,

Yours faithfully,

**for M/s. Ramagundam Fertilizers & Chemicals Ltd.**

**(Somnath Sanka)**

**Deputy General Manager (HR)**

**E-mail: [somnathsanka@rfcl.co.in](mailto:somnathsanka@rfcl.co.in)**

**Mob: 9490732014**

**Encl: Tender Documents (Annexure- I to XIV)**

**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 / RFCL" means the RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED., (RFCL) incorporated in India, having its corporate office at 4<sup>th</sup> Floor, Wing – "A", KRIBHCO BHAWAN, Sector-1, NOIDA (U.P)- 210 301.
2. The "ENGINEER-IN-CHARGE" (EIC) 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, altered or substituted works as required for purpose of the contract.
4. "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 proposed to be constructed.
5. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Terms & Conditions of Contract, Special Terms & Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
6. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company.
7. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
8. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 5, 6 & 7 above, Acceptance of Tender and further amendments.
9. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.
10. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.
11. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of defect liability is over.
12. The "PERIOD OF DEFECT 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.
13. 'ZERO DATE' shall mean the date of issue of LETTER OF ACCEPTANCE (LOA) or issue of WORK ORDER, whichever is earlier.
14. "GTCC" means General Terms & Conditions of Contract.
15. Technical Terms and Conditions & Special Terms and conditions of contract are succeeding to GTCC. Any clause under different head shall be succeeded by clause in the succeeding head.



**DECLARATION FORM -I****DECLARATION FOR SUBMISSION OF TENDER FORM**

To,

**Deputy General Manager (HR)**

Ramagundam Fertilizers & Chemicals Ltd.

Ramagundam – 505 210 (TS)

Sir,

I/We hereby submit tender for “ **Long Term contract for providing vehicles on hiring for office use in RFCL at Ramagundam site**” at Ramagundam Fertilizers And Chemicals Limited, Fertilizer City, Ramagundam, Telangana, for a period of **One Year** as per tender separately signed and accepted by me/us, and rates quoted by me/us in Annexure-VI in attached schedule of rates in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

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

I/We confirm having deposited the Earnest Money of **Rs.** \_\_\_\_\_ vide Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam (Not applicable to MSME/NSTC registered firms as per NIT)

It is certified that Price Bid/Schedule of Rates is unconditional and quoted for all the items of the 'Schedule of Rates / price bid 'in Figures and Words both and no item is left blank /unquoted.

If, I/We fail to start execution of the said contract in the time, specified in the tender documents or fail to deposit the amount of security deposit specified in the Tender Document, I/We agree that Ramagundam Fertilizers and Chemicals Limited shall forfeit the said Earnest Money. The said owner shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to remit Security Deposit amount as aforesaid or to execute an agreement or to start work as stipulated in the tender document/perform the contract faithfully.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023

**Signature of Tenderer with the seal**

**Name & Address:** \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_

**Mobile/Telephone No.** \_\_\_\_\_

**DECLARATION FORM – II**

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

Sr.	Description						
1	Name of Applicant/Firm/Company						
2	Complete Address along with Contact Person name, mobile number and Email Id						
3	Company Profile:     ✓   Please Tick						
i.	Public Limited Company/Private Limited Company						
ii	Undivided Hindu Family/Individual						
iii	Partnership Firm/Co-operative Society/others						
	<b>(Please attach duly attested copy of latest partnership deed by Notary Public/self-attested firm Registration Copy/Incorporation certificate articles of association and memorandum of association and power of attorney who is signing documents on behalf of applicant/firm/company).</b>						
1.	Year of Establishment /Registration No along with documentary proof if any						
2.	If a Bidder has relations whether by blood or otherwise with any of employees of RFCL including employees on deputation/Secondment basis, the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	<b>YES / NO (If Yes, give the following details)</b>					
		<table border="1"> <thead> <tr> <th>Name &amp; Designation of the Employee</th><th>Place of Posting</th><th>Relation with the Employee</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> </tbody> </table>	Name & Designation of the Employee	Place of Posting	Relation with the Employee		
Name & Designation of the Employee	Place of Posting	Relation with the Employee					
3.	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.						
4.	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.						
5.	Whether bidders are registered or unregistered as per GST Laws. If registered the following details shall be provided-						
6.	GST Registration No. with Documentary Proof.						
7.	Service Accounting Code No.						
8.	We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason whatsoever except for statutory variation against documentary evidence.	<b>Agreed</b>					

9.	ESI Registration No. of the Contractor to be intimated along with Documentary proof thereof.			
10	If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise, it will be construed that the party is not registered as per MSMED Act, 2006. Registration month & Year should be prior to bid submission due date.			
11	The bidder shall submit the name and address of the firm/company along with its constitution giving status of the same such as sole proprietorship/partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.			
12	Rate of GST applicable on the quoted rates	<b>IGST %</b>	<b>CGST %</b>	<b>SGST %</b>

**(Signature of Bidder with Seal)**

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

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

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

**E-BANKING MANDATE FORM**

SL NO	PARTICULARS	DETAILS TO BE FILLED HERE
1	Vendor/Customer Name	M/s _____
2	Vendor/Customer Code	
3	Vendor/Customer Address	
4	Vendor/Customer e-mail Id	
5	Particulars of Bank Account	
	(i) Name of the Beneficiary	
	(ii) Name of the Bank	
	(iii) Name of the Branch	
	(iv) Branch Code	
	(v) Address	
	(vi) Telephone No.	
	(vii) Type of Account	
	(viii) Account No	
	(ix) RTGS/IFSC number of the Bank	
	(x) 9 Digit MICR Code	

I/We hereby authorize Ramagundam Fertilizers and Chemicals Limited (RFCL) to release any amount due to me/us in the bank account as mentioned above. I/we hereby declare that the particulars given above are correct and complete. If the transactions is delayed or lost because of incomplete or incorrect information, we would not held RFCL responsible for that.

***SEAL & SIGNATURE of the  
Vendor/Customer***

We certify that M/s \_\_\_\_\_ has an Account  
No. \_\_\_\_\_ with us and we confirm that the details given above are  
correct as per our record.

Bank Stamp:

Date:

Signature of authorized officer of the Bank

**Note: If it is not possible to get the endorsement from the bank a copy of cheque shall be submitted**

**BIDDER QUALIFICATION CRITERIA LONG TERM CONTRACT FOR 1 YEARS FOR  
HIRING OF VEHICLES AT RFCL, RAMAGUNDAM SITE**

- 1) Bidder should be Service Provider / Contractor having successful experience of (particular work for which tender has been issued) during the last Seven (7) years shall be counted from last date of the preceding month in which tender has been Issued.
  - 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.
  - 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.
  - Authorization letter from the company on behalf of the person signing the document be provided with technical bid.
  - For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest)
  - 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
  - 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.
- 2) Bidder should have successfully completed similar work for Hiring of Vehicles Central/State Govt. Departments/PSU/Private industries /Defence/railways/ municipalities/ Hospitals/Schools/Educational institutions during immediate last 7 years as mentioned below:

Similar work means providing Vehicles on Hire basis.

However similar work for Hiring Vehicles to Individual persons/Hotels/Taxi Stand/Buses to State Road Transportation will not be considered eligible against this tender.

SI No.	Description	One Work	Two Works	Three Works
1	All Groups (I,II & III)	Rs.71.86 Lakhs	Rs.44.91 Lakhs	Rs.35.93 Lakhs
2	Group - I	Rs.33.14 Lakhs	Rs.20.71 Lakhs	Rs.16.57 Lakhs
3	Group-II	Rs.10.69 Lakhs	Rs.6.68 lakhs	Rs.5.34 Lakhs
4	Group-III	Rs.28.04 Lakhs	Rs.17.53 Lakhs	Rs.14.02 Lakhs
5	Group – I & II	Rs.43.82 Lakhs	Rs.27.39 Lakhs	Rs.21.91 Lakhs
6	Group-I & III	Rs.61.17 Lakhs	Rs.38.23 Lakhs	Rs.30.58 Lakhs
7	Group-II & III	Rs.38.73 Lakhs	Rs.24.21 Lakhs	Rs.19.36 Lakhs

- Note: Relevant Experience is to be taken for One-year period. If the contract period of the complete work order is more than One year than the contract value shall be

intra-polated for one year. However, the same shall not be applicable for contract period with completion period less than one year.

- 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.
- 3) The average Annual turnover of the bidder in last three financial years shall not be less than - details are given below;

<b>S. No.</b>	<b>Description</b>	<b>Avg. Annual turnover last three Financial years</b>
1	All Groups ( I, II & III)	Rs. 26.95 Lakhs
2	Group - I	Rs. 12.43 Lakhs
3	Group-II	Rs. 4.01 Lakhs
4	Group-III	Rs. 10.52 Lakhs
5	Group – I & II	Rs. 16.43 Lakhs
6	Group-I & III	Rs. 22.94 Lakhs
7	Group-II & III	Rs. 14.52 Lakhs

- Bidder shall submit financial standing through Audited\* Balance Sheet/ Profit & Loss Account (FY 2020-21, 2021-2022 & 2022-2023).
  - \* 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).
  - In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, in case, audited annual report of immediately preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st September, it is compulsory to submit the financial details of the immediate three preceding financial years only.
  - In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited.
  - Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited.
- 4) The net worth of the bidders should be positive for the financial year 2022 -23.

- **Note:** “\* date of last Financial year should be mentioned considering the period in which tender is issued”.
  - A Copy of Audited\* Balance Sheet should be submitted in support of your claim.
  - \* 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).
- 5) Bidder should have minimum working capital of Rs. 8.98 Lakhs (as per Audited Financial result of FY (Current Financial year in which tender has been issued).
- \*"Working capital should be current assets minus current liabilities.**
- Copy of audited balance sheet for the financial year (Current Financial year in which tender has been issued) ending March 2023 (end date of current financial year) should be submitted or requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund-based line of credit for at least of Rs. 8.98 Lakhs as on preceding month in which tender has been issued.
- 6) Bidder must not be black listed by any government department/public sector undertaking/co-operative Unit.
- Bidder must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last one year, as on date of participating in the tender.
  - Bidder must not be on the Holiday list of RFCL.
  - Self-certification(s) for both should be submitted on Party’s letterhead for the same.

**7) PROVISIONS FOR START UPS (AS DEFINED IN GAZETTE NOTIFICATION NO.D.L.- 33004 /99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME)**

As mentioned in Bids eligibility criteria in above points, Prior turnover and prior experience shall not be required for all Startups [Whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document. Further, the startups are also exempted from submission of EMDs. For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such start up shall be placed for entire tendered quantity/group/item/part wise as stated in tender. If a startup emerges lowest bidder, the LOA on such startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the kick of Meeting monthly milestones/check points would be drawn. Further, the performance of such contractor/service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/poor performance.

**B. BIDS EVALUATION CRITERIA:**

Since the bids are being invited under two-part bid system, therefore, the following bid evaluation criteria shall be followed:

1. Price bid/Schedule of Rate (SOR) of those bidders, who accepts and confirms to all the terms and conditions of NIT without any deviation, will be opened after due notice to eligible bidders.
2. Techno-commercial bids (unpriced bids) of only those tenderers shall be opened who have deposited the requisite Earnest Money & Tender Fee as prescribed in the tender document.
3. The price bid of only such tenderer shall be opened who will meet eligibility criteria & fulfil the terms & conditions of Tender stipulated in the NIT.
4. **Splitting of Work:** R.F.C.L. reserves the right to split work i.e. Group-I (SOR Sr. A, & B) Group-II (SOR Sr. C) and Group-III (SOR Sr.D,E, F, G & H) to different bidders.

The work shall be awarded on L-1 basis of Group-1, Group-2 & Group-3 after evaluation of the bids based on quoted rates on bidders against these Groups as per quantities given in the schedule of the quantities.

It may be noted that, for evaluation purposes, if the tenderer does not quote rate for any item, the same shall be taken based on the highest rate quoted by any of the other tenderer. However, if such bidder happens to be Lowest evaluated bidder, price of unquoted items shall be taken as Nil and considered as included in the bid price.

5. In case quoted rates of two or more bidders happen to be same, such bidders will be called to offer discount in sealed envelope based on maximum discount offered, L-1 bidder will be decided for placement of work order.
6. 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.
7. Average of Executed Contract value in proportion to month may be taken if the original contract period is more than one Year.
8. RFCL may ask 16A/26AS in support of work completion certificate for work orders submitted in response to BQC.
9. RFCL reserves the right to accept or reject any tender including the lowest one, in part or full, without assigning any reason whatsoever.



**I. GENERAL TERMS AND CONDITIONS OF CONTRACT**

- 1.1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The Contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in-charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.
- 1.2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job subject to availability.
- All lifting tools & tackles are to be got tested, wherever applicable, under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.
- 1.3.0 **Accommodation and Land for Contractor's Godown/Workshop:**
- 1.3.1 Suitable accommodation will be provided for the Contractor or his authorized representative on chargeable basis, if available.
- 1.3.2 RFCL may allocate land for putting temporary Godown/ workshop for making storage, work site by the Contractor, free of cost.
- 1.3.3 The CONTRACTOR shall at his own cost construct temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the RFCL or his authorised representative and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site
- 1.3.4 On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE.
- 1.3.5 If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose of the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed of as aforesaid.
- 1.3.6 RFCL reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise.
- 1.3.7 No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.
- 1.3.8 **Land for Residential Accommodation:** No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.
- 1.4.0 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.

- 1.5.0 **Sub-Contracting:** Sub-Contracting of the job will not be allowed without prior written permission of the owner (RFCL).
- 1.6.0 **Statutory** deduction on account of Income Tax and GST TDS on works contract shall be made at the rates applicable at the time of release of payment to the bidder.
- 1.7.0 The rates quoted will be firm for the currency of the contract period and will not be subjected to escalation irrespective of any increase what so ever. The rates quoted for materials, if any, are F.O.R. RFCL Site, Ramagundam and are inclusive of all taxes. No taxes will be paid extra (excluding GST). However, the escalation pertaining to labour deployment component will be allowed as per clause 1.30.0
- 1.8.0 **Earnest Money Deposit:**
- a) The Tenderer should make a deposit of Earnest Money and Tender Fees as prescribed in NIT/Tender by an A/C Payees Demand Draft (Separate for both) drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "Ramagundam Fertilizers and Chemicals Limited," payable at Ramagundam. The Earnest Money and Tender Fees shall not be accepted in any other form except specified
  - b) The Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender may not be opened and it may be considered as rejected at the sole discretion of RFCL. However, Bidders firm registered, Prior to bid submission due date, with NSIC/MSE (Micro & small) vendors are exempted from submission of Tender fee and EMD subject to submission of documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
  - c) In case tenderers are required to collect tenders from RFCL Office, the tender sets may be given upon the submission of the tender fee in prescribed mode/form as above. In case parties download the tenders from the website, tendered are required to submit the respective tender fee along with EMD.
  - d) Earnest Money Deposit will be refunded to all unsuccessful bidders after award of Contract/Placement of Order against the tender to Successful bidder. Earnest Money Deposit will be refunded to all Technically unsuitable bidders within 30 days after expiry of tender validity period or placement of order against tender whichever is earlier. No Interest shall be payable by RFCL for amount deposited as Earnest Money.
  - e) Earnest Money is liable to be forfeited if tenderer:
    - i. Withdraws or modifies offer in full or part during the validity period
    - ii. Failure of the bidder to honor their offer.
    - iii. Does not accept Purchase / Work Order if placed by RFCL
    - iv. Does not Confirm of acceptance of order within the stipulated time after placement of order.
    - v. Inability to perform satisfactorily after receipt of order in case of successful bidder.
    - vi. If documents submitted along with the bid are found false, fabricated etc.
- 1.9.0 The **following tenders will be liable to summary rejection:**
- i. Tenders submitted by Tenderer who resort to canvassing.
  - ii. Tenders, which do not fulfil any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.

- iii. Tenders, which contain uncalled for remarks or any alternative additional conditions.
  - iv. The company reserve the right to accept 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 thereof.
  - v. Tenders received late / delayed.
  - vi. Bidder's bid should be workable and price bids quoting "Nil" consideration or Negative or "Zero or its or its derivatives as contractor's service charge/ profit margin will be rejected summarily
  - vii. Bids having less than current minimum wages as specified by Govt of India/Telangana State Govt. whichever is higher and not fulfilling the related statutory requirements as per applicable labour laws/other laws from time to time. Refer Clause No. III.22 of Special Terms & condition & Sr. 5 of bid evaluation criteria.
  - viii. Tenders not accompanying the Earnest Money and Tender fee of prescribed value and prescribed mode/form.
  - ix. Ring tendering/Cartel formation
- 1.10.0 If the Tenderer has relations whether by blood or otherwise with any of the employees (including employees on deputation) of the RFCL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which RFCL shall reserve the right to reject the tender or rescind the Contract.
- 1.11.0 The Contractor shall at all times indemnify RFCL against any claim which may be made under the ESI Act 1948, regulation/ scheme or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the Contractor or not.
- 1.12.0 In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being in force, RFCL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work, RFCL will recover the amount of the compensation so paid from the Contractor's bill, Security Deposit, Bank Guarantees.
- a) The Contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose, he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the ESI Act, its regulations and scheme. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and RFCL will not bear any liability whatsoever on this account. Further, the Contractor also indemnifies RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- b) The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the Contractor shall submit to RFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.

c) **Insurance Cover for Workmen:**

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

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

CONTRACTOR shall at his cost and expense take out insurance policy from a suitable insurance company acceptable to owner and maintain for the entire period until ACCEPTANCE OF WORKS or until such time thereafter as the CONTRACTOR may consider appropriate the following insurances.

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

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

- 1.13.0 Wages shall be paid by the Contractor to the workman directly into their bank accounts through Electronic Fund Transfer without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.
- 1.14.0 The Contractor may employ such employees/ labours as he may think fit and the employees so employed shall be employees of Contractor for all purposes whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The Contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, RFCL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of

the Contractor in respect of any matter whatsoever and called upon to make payments on that account, RFCL shall be reimbursed by the Contractor for the same as also any other expenses costs and charges incurred by RFCL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the Contractor, RFCL shall be entitled to claim, demand or compensation from the Contractor in that event. RFCL shall also be entitled to recover the aforesaid amount from the Contractor from any amounts that may become due and payable to Contractor.

- 1.15.0 In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in this document, the stricter terms favoring RFCL will apply. Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent upon any misunderstanding or otherwise will be allowed.
- 1.16.0 The Contractor shall be liable to RFCL for any omission or commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to RFCL.
- 1.17.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
- 1.18.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.
- 1.19.0 If the Contractor gives an undertaking (along with Technical bid) citing that the PF Code will be obtained before start of work and failure to do so, then RFCL shall have the right to terminate the Contract without any compensation or payment.
- 1.20.0 **Quantum of Job:**

The estimated quantity and value of work has been given on the basis of technical assessment and indicates the approximate quantities. The Contractor shall have to execute any or all the jobs depending upon the requirement of the RFCL. However, RFCL will not give any guarantee for minimum billing or minimum quantum of work to be executed against the contract. The rates shall remain firm for the increased or decreased quantities. Payment shall be made on the basis of actual quantities executed.

- 1.21.0 **Rights of Owner (RFCL):** If the Contractor is unable to execute the work and any loss is incurred by the Contractor in this respect, it will be to the Contractor's account. The Company may also terminate the contract after giving 15 (Fifteen) days' notice, if in its opinion, the work under the contract is not being done to its satisfaction.

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 above events, RFCL shall have right to get the job done by another agency/ own resources at the risk and cost of the Contractor till the expiry of period of the contract and recover the cost plus 25% to the Contractor.

**1.22.0 Validity and Extension of Contract:**

- a. **Validity of Contract:** The contract shall remain valid for a period of One year reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract. In such case, normally, a notice of 7 days would be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.
- b. **Extension of Contract:** The extension of contract can be given on the same rates, terms & conditions for a period of three months as per mutual consent. Further extension may be given only in exceptional circumstances based on justification and merit of the case.

**1.23.0 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, Revolutions, Civil Commotion, Strike, Epidemics, Accidents, Fires 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/bidders hereto or because of any act of GOD. The party so affected, upon giving prompt notice to the other party 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-performance if possible and shall continue performance hereunder with the utmost diligence whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

**1.24.0 Deleted.**

**1.25.0 RFCL** shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.

**1.26.0 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 as per clause no. 1.21.0 of General Terms and Conditions.

**1.27.0 Security Deposit: (Revised rate of SD shall be applicable – refer Clause-27)**

- a. The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract value.
- b. In case of work awarded, Initial Security Deposit (ISD) shall be 2.5 % of the Contract Value which is required to be deposited within 10 days of the issue of the letter of acceptance by the successful tenderer. EMD can be adjusted against Initial Security Deposit. The balance amount of Security Deposit (S.D.) @ 7.5% of the bill value shall be deducted from each Running Bill of the Contractor so as to make the total recovery of Security Deposit @ 10% of the Contract / Work Order Value
- c. Alternatively, Successful bidder can furnish Performance Bank Guarantee (PBG)/ Bank Guarantee (BG), in lieu of SD, from any Nationalized / Scheduled Bank except Rural and Co-operative bank may be submitted for 10% of the contract value valid up to the expiry of Defect Liability period + three months claim period within 10 days of the issue of the letter of acceptance (As per attached at **Annexure-VII**).
- d. In case work is split between two or more parties, SD shall be submitted based on the value of split order.
- e. No interest shall be paid on security deposit. EMD shall be considered as part of SD.
- f. RFCL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to RFCL from the successful tenderer/Contractor.
- g. Security deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer/Contractor shall be returned to contractor after obtaining 'No objection certification' from executive department after expiry of 'Defect Liability Period' on demand within 30 days.
- h. If the Contractor submits security deposit in the form of Bank Guarantee (BG) as above, EMD shall be refunded along with first RA Bill payment.
- i. Security deposit shall be forfeited in case the vendor fails to execute the order.

**1.28.0 Period of liability (Defect Liability Period) :**

The Contractor shall guarantee for the work done for a period of 3 months from the date of issue of Completion Certificate. Any damage or defect may arise or lie undiscovered at the time of completion certificate, in the workmanship shall be rectified or replaced by the Contractor to the satisfaction of RFCL. In default, the Engineer-in-charge may cause the same to be made good by other Contractor and deduct expenses (of which the certificate of Engineer-in-charge shall be final) from any sums that may be there or at any time thereafter become due to the Contractor from his Security Deposit.

#### 1.29.0 **PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:**

##### **a. Measurement and Billing:**

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

The Contractor will submit a bill in approved proforma in triplicate to the Engineer In-Charge of the work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1st week of the succeeding month along with the copy of the following documents and all other documents to comply with the statutory requirement.

- i. Self-attested copy of the challan and ECR with respect to PF deposit relating to previous month.
- ii. Self-attested copy of ESI challan relating to previous month and its payment receipt.
- iii. Self-attested copy of the wage sheet
- iv. Self-attested copy of the proof for transfer of salary to the workers bank account through online transfer (EFT only).
- v. Self-attested copy of GST Deposit relating to previous month
- vi. Any other document if required as per NIT.

##### **b. Running Account Payments:**

All running account payments shall be considered as advance payment against the final bill payment 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 respects in accordance with the instructions, specifications of contract documents. The Contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared in the prescribed proforma with reference to the total work covered by the contract. Such bill to be drawn up applying the applicable rates specified in the schedule of rates to the relative measured quantities. The final bill shall also include all additional claims of the Contractor and considered as conclusive.

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

- i. Undertaking against the compliance of the labour laws in the prescribed format
- ii. No claim certificate in the format approved by RFCL
- iii. Copy of the Form 19 (or) Form 13 of employees send to PF office if required.
- iv. Material reconciliation statement for all materials issued by RFCL to the contractor whether on free-issue basis or chargeable basis if any.
- v. No dues certification for facilities provided by RFCL to the contractor.
- vi. Certificate of clearing of temporary establishments of the contractor at site.



- vii. Indemnity certificate towards all Labour payments and statutory payments, indemnifying RFCL/Consultant in this regard.

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

**d. Final Certificate:**

Within 15 days of Contractors application made after the expiry of the period of defect liability provided in clause 1.28.0 here of satisfaction of all liabilities of the Contractor in respect there of the Engineer In-charge that the Contractor has performed the obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities, notwithstanding issue of completion certificate or payment of the final bill by RFCL.

**1.30.0 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. Payment of final bill shall be released within 60 days after receipt of bill completed in all respect. Payment of 10 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days.
- b. All payments shall be made to Contractor through Electronic Funds Transfer (NEFT/RTGS Process) as per information furnished by the Contractor in prescribed e-banking mandate form. Any change in the particulars shall be immediately informed to RFCL.

**c. Escalation in Rates:**

- i. The escalation/de-escalation in wages, if any, will be reimbursed for the component for the statutory part of the payment like, minimum wages (Basic+VDA), PF, ESI, Bonus, Leave Payment etc., however no escalation/de-escalation will be paid on the contract profit margin.
- ii. Escalation/de-escalation is applicable only in the case of Complete/Pure Man power supply contracts. For all other contracts, prices/rates quoted shall remain firm and fixed till the completion of work/Final certificate as per tender and shall not be subject to escalation. However, if any Contract labour component identifiable in the Contract, RFCL may pay the differential Minimum wages only to the extent of labour component if claimed by the Contractor, in case Minimum Wages are increased subject to submission of supporting documentary evidence.
- iii. The escalation/de-escalation in wages, if any will be reimbursed as per following

**Formula= Billed amount \*Wt.avg. factor\*(% of labour component)**

**Note: Billed amount is an amount excluding GST and Contractors Profit Margin**

For example- Calculation of increase in Minimum Wages Impact as given below:

S · N	Category of Worker	Old Wage (Rs./day)	Revised Wage (Rs./day)	Difference (Rs./day)	Proportion factor (Rs.)	Manpower deploy	Wt. avg difference (Rs./day)
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o .						ed (No.s)	
	A	B	C	D=C-B	E=D/B	F	G=E*F
1	Highly-Skilled	816	832	7	0.0099	0	0.0000
2	Skilled	695	709	6	0.0100	0	0.0000
3	Semi-Skilled	577	589	5	0.0100	4	0.0400
4	Un-Skilled	494	504	4	0.0094	0	0.0000
5	Total				0.0392	4	0.0400
Wt.avg factor (G5/F5)							0.0100

\* The above figures mentioned at **B & C** are indicative and actual figures may change depending upon the minimum wage notifications from GOI/ Telangana State Govt. whichever is higher (Minimum of wages of either Telangana state govt. or GOI whichever is higher shall be considered at the time of Price bid opening or as referred in the NIT and the same shall be continued till the currency of the Contract)

**d. Tax Liability:**

- The rates to be quoted by the bidder should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be reimbursed to the contractor against Tax invoice subject to submission of documentary evidence.
- No variation on account of taxes and duties, statutory or otherwise, shall be payable by RFCL to Contractor/Vendor except for GST. However, any statutory variation for GST shall be payable up to date of completion against documentary evidence except for period for which is completion is delayed due to delay by Contractor. Any reduction/deletion in Taxes / duties / cess / levies / fees shall be passed on to RFCL
- Addition of new taxes imposed by the State Governments/Central Government after submission of tender documents and during contractual period shall be to RFCL's account.
- Statutory deductions on account of any law for time being in force shall be made at the rates applicable at the time of release of payment to the bidder.

**e. Raising of Invoice/Bill:**

Contractor shall issue the tax invoice in accordance with GST Law within stipulated time i.e. 30 days of rendering the service.

If Contractor is a registered taxable person, a tax invoice is issued based on the rules regarding details required in a tax invoice, following are the mandatory fields in an invoice.

- Invoice number and date
- Customer name
- Shipping and billing address
- Customer and tax payer GSTIN
- Place of supply
- HSN code/ Accounting code of services
- Taxable value and discounts
- Rate and amount of Taxes i.e., CGST/SGST/IGST

ix. Item details i.e., description, unit price, quantity  
In the event that the Contractor fails to provide the invoice in the form and manner prescribed under GST act, RFCL shall not be liable to make any payment against such invoices.

**f. Debit notes and credit notes:**

All revisions, rectifications, modification, settlement of taxable value or tax charged may have to be carried out through debit notes and credit notes as early as possible. Further, Credit note shall be issued not later than September month following the end of the financial year in which supply was made or date of filing of the relevant annual return, whichever is earlier. If Contractor fails to issue debit/ credit note as the case may be RFCL may withhold the payment till rectification of such differences.

**g. Uploading of Taxable Invoices:**

Uploading of taxable invoice and credit/ debit notes shall be done by the Contractor strictly within the period prescribed in GST act. In the event that the input tax credit of GST charged by Contractor is denied by the tax authorities to RFCL for the reason whatsoever, then RFCL shall be entitled to recover such amount from the Contractor by way of adjustment from the next invoice / security deposit. RFCL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on RFCL.

**h. Income Tax Permanent Account Number (I-Tax PAN):** The Tenderer shall mention the Permanent Account Number allotted by the Income Tax Authorities in his Tender.

**1.31.0 Preservation of Free Issue Material:**

All materials issued to the Contractor by RFCL shall be preserved against deterioration and storage while under Contractor's custody. Any damage / losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to wilful negligence on the part of the Contractor and he shall be liable to compensate RFCL for the losses suffered at penal rates to be determined by the Engineer In-Charge with reference to the rates charged for the purpose of recovery and shall be final and binding on the Contractor.

**1.32.0 Scrap Allowance (For Free Issue Material only):**

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.:

S No	PARTICULARS	SALVAGEABLE
A	STRUCTURE	2.5 %
B	PIPE	3.0%

**1.33.0 Issue of material from RFCL:**

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

**1.34.0 Issue of Gas Cylinder:**

Contractor has to make his 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

**1.35.0 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.

**1.36.0 Price Reduction Schedule:**

It shall be obligation on the Contractor to adhere strictly to the time schedule as stipulated in Letter of Acceptance/Work order. In the event of work is not completed according to the time schedule, then, unless such failure is due to Force Majeure as defined in Clause 1.23.0 here above or due to RFCL's defaults, then the total contract price shall be reduced by 1 % (One Percent) of the total value of work for every day of delay or part thereof, subject to a ceiling of 10 % of the total value of work, by way of reduction in price for delay and not as penalty. The invoice raised shall take into account the above price reduction, if applicable and payment shall be released for reduced value only. If the Contractor does not raise invoice for reduced value, then the

Contractor shall issue a credit note equivalent to the price reduction amount." The decision of Engineer-in-Charge with regard to applicability of Price Reduction Schedule shall be final and binding on the Contractor.

**1.37.0 Engineer-In-Charge:**

The Engineer-In-Charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work, direct the application of forces to any portion of the work as, in his judgment, is required and order force increased or diminished and to decide disputes which arise in the execution of the work. The Officer-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 Officer-In-Charge whose decision shall be final and binding.

**1.38.0 Jurisdiction:** For any disputes regarding this contract, the exclusive Jurisdiction shall lie in courts situated at Peddapalli (Telangana state) generally where the contract is being executed, and jurisdiction of all other courts is explicitly excluded. This Contract shall be interpreted and governed as per the laws of India/Telangana state. **1.39.0 Alternative Dispute Resolution (ADR)**

Presently, ADR is most popular and globally adaptable system of dispute resolution in commercial matters. To make arbitration procedure in all commercial contracts more efficient, reliable and flawless, same has been reviewed in light of statutory amendments in Arbitration & Conciliation Law and various latest Judgement of Supreme Court on the subject, accordingly, the following improved mechanism is emerged out, which shall be applicable with immediate effect: -

#### Amicable Resolution I Settlement through Pre- Negotiation: -

Any disputes, differences or claim between/among the parties arising out of the contract will be amicable settled through pre-negotiation, as per procedure prescribed hereinbefore resorting to Arbitration.

An internal committee of company to negotiate with the party shall be constituted by competent authority, as per delegation of power. The committee shall make best effort to resolve the dispute amicably in the interest of company, within 45 'days from the date of receipt of dispute notice' by the party.

#### 2 **Arbitration: -**

In case of failure in amicable resolution/settlement through pre-negotiation as above, dispute/s may be referred-to Arbitration as per clause 3 hereinafter. The approval for-initiation or defending Arbitration shall be dealt as per Delegation of Power of company. Matter involving total amount of claims (without considering claim of interest) up to 1 Crore shall be adjudicated by Sole Arbitrator otherwise by tribunal of three Arbitrators.

#### 3. **"Dispute Resolution Clause": -** The standard clause's to be incorporated in the NIT/Contract' Purchase Order / Work Order etc. shall be as under: -

##### 3.1 **For Ramagundam Site: -**

"Except where otherwise provided in the contract all matters, questions, disputes or differences (Dispute's) whatsoever, which shall at

any time arise between/among the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or, liabilities of the parties, whether during or after

completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved / settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party. If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then, party/ies may refer the said dispute/s for adjudication through **Arbitration**, as prescribed hereinafter.

On failure of amicable resolution/settlement as above, the dispute/s shall be referred / adjudicated through Arbitration under / in accordance with "Arbitration Centre (Domestic and International), High Court of Judicature at Hyderabad for the state of Telangana and the State of Andhra Pradesh Rules,2015" as amended or modified or re-enacted from time to lime. Where the said rules are silent or in conflicts with Indian **Laws**, same shall be governed by Arbitration & Conciliation Act 1996. as amended or modified or re-enacted, from time to time

The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs. 3 Crore, otherwise number or Arbitrator shall be one (1) i.e. (Sole) Arbitrator.

The language of Arbitration shall be English.

The Governing **Law Shall be** Laws of India and **dispute/s shall be adjudicated as** per Indian Laws.

For the convenience of parties, the venue of Arbitration shall be as per above rules i.e. Arbitration Centre, Hyderabad, However, The Seat of the Arbitration Shall be, Ramagundam, Peddapalli District, State of Telangana. The courts at Ramagundam Peddapalli District, State of Telangana shall, have exclusive Jurisdiction.

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

#### **4 Dealing of Disputes in Existing Contracts: -**

If any dispute arises, in relation with contracts already in existence, having previous Standard Arbitration clause, containing provision of Appointing Authority of RFCL. Party shall be pursued for Arbitration as per present circular by referring them prevailing position of law. The said Arbitration may be preceded by amicable resolution/settlement through pre negotiation, if party agrees so.

- a. **Contractor to Remove Unsuitable Employees:** The Contractor shall, on instruction of the Engineer-In-Charge, immediately remove from the work any person employed thereon who misbehaves or causes any nuisance or otherwise in the opinion of the Engineer-In-Charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer -In-Charge.
- b. **Safety Regulations:** The Contractor shall observe and abide by all fire and Safety regulations of the RFCL. Before starting maintenance work, the Contractor shall consult RFCL's Safety Officer or the Engineer-in-charge. If the Safety Engineer is not available, he will do familiarize him with such regulations, copies of which will be furnished to him by RFCL, when requested. He shall be responsible for and must make good to the satisfaction of the RFCL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the RFCL's existing property. All the accidents to Contractor's staff will be reported to the Safety Officer promptly. This will, however, not relieve the Contractor of any other statutory obligations.

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

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

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

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

The agreement shall remain valid for the initial period of WO and all extensions. No separate agreement for extension period shall be required.

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

d. **Bidder to Acquaint Himself Fully:**

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 any claim whatsoever will 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.

e. **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.

f. **Termination of Contract and its Consequences:**

**1.45.1 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 if the Contractor

- a. 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 or any insolvency proceedings have been initiated under Insolvency Bankruptcy Code, 2016, Or
- b. Abandons the work, or persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or

- c. persistently fails to adhere to the agreed program of work

Or

- d. Sublets the work in whole or in part thereof without RFCL's consent in writing assigns, transfers or sublets or attempts to do so., Or
- e. Performance is not satisfactory or work is abnormally delayed, Or
- f. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of RFCL within fifteen days after written notice of such default is provided to the Contractor.
- g. Failure to pay minimum wages to the employees/workmen of the Contractor and related statutory payments to the concerned authorities for consecutive period of Three months, or
- h. In the event of theft/untoward incident happened due to act of Contractor and/or its employees, or
- i. Ring tender/Cartel formation/Non-bonafide method, or
- j. RFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the RFCL.
- k. **Failure to submit the PF code before start of Work and labour license, if applicable, along with first RA bill.**

Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the RFCL as a result of such termination (except clause 1.45.1 (k)), excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to RFCL, up to the date of termination. In case of termination of this contract on its expiry or otherwise, the staff deployed by the Contractor will have no claim for any employment in the regular / or any other capacity in RFCL.

#### **1.45.2 Consequences of Termination:**

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

- a. RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount (plus 25%) by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.
- b. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- c. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advances on account of or with a view to the execution of the works, or on account of expected profits.
- d. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.

#### **~~1.46~~ Deleted**



#### 1.47 TIME EXTENSION:

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

- 1.48 **Continued Performance:** The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.
- 1.49 The Contractor shall comply with the provisions of Factories Act, 1948 & Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.
- 1.50 The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, Bonus and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.
- 1.51 The Contractor shall ensure that the payment of the minimum wages to the labourers through EFT, specified by the government (State Government or Central Govt. whichever is higher) from time to time, has been made in accordance with the Minimum Wages Act. If at any time, it is noticed or it comes to the knowledge that the payment, to the laborer's employed by the Contractor, is not made in accordance with the Minimum Wages Act, RFCL shall reserve the right to take remedial action to regulate the payments.

In case contractor fails to provide the requisite documents pertaining to statutory payments of contract workers along with the bill, an amount equivalent to 40% of the billed amount pertaining to labour wages may be withheld to take care of fulfilment of statutory requirements such as PF, ESI, Bonus, leave payment etc. by the contractor. Further, the Contractor has to make the payment to his workmen on or before 7th day of the following month directly into their bank accounts. In case Contractor fail to do so, RFCL being the Principal Employer will disburse the payment to Contractor's workmen employed for this work and deduct the amount so paid from his bill. For this, RFCL will recover additional 25% of the total wage bill of the labour, as departmental/ administrative charges.

- 1.52 **Loss to Owner (RFCL) during execution of Contract:** It is understood by the Contractor that in the event of any losses/damages caused to the owner (RFCL) due to the reasons whatsoever within his control and the same losses/damages are approved, the Contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law. Except with the written consent from RFCL, the Contractor shall not disclose the contract or any provision of the contract to any third party
- 1.53 The Contractor shall ensure that all formalities, permissions, licenses required be complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement / employment of laborers are duly complied with along with maintenance of all records and registers as required under laws. The Contractor shall indemnify and keep indemnified RFCL from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any provisions pertaining to labor laws and/or against any claim, action

or demand by any workman/ employee deployed by the Contractor or any third parties, in relation to work under this Contract.

**1.54 Deleted**

**1.55 INDEMNIFICATION The contractor shall have to furnish Indemnity Bond (as per format enclosed as Annexure-VIII) for value of Rs.....towards the material being sent for repair (This Clause shall be applicable for repair of materials).**

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

**1.57 Time Limit for Any Claim:**

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

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

**1.59 Priority of documents:**

Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- a. The Contract Agreement and its Appendices
- b. The Letter of Acceptance/Work Order;
- c. Special Terms and Conditions of Contract (STCC);
- d. General Terms and Conditions of Contract (GTCC);
- e. Instruction to Bidder or letter Inviting bid

Any other document forming part of the Contract.

1.60 Contractor engaging 20 or more workers must obtain valid Labour License for employing no., of persons as Contract Labour and it should mention the location and the maximum no. of contract labours to be employed/ engaged before actual execution of work and copy be forwarded to HR Dept., before actual execution of work. The contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued on that behalf by the Licensing Officer. The license may be renewed as per the requirement.

**1.61 PROHIBITION OF CHILD LABOUR:**

Engagement of child labour/adolescent is prohibited and any one violating this clause will be black listed and whenever there are violation of the provisions, the Company

will resort to legal action as deemed fit. Person below the age of 18 should not be employed

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

1.63 **Weekly Off/Holiday:**

All the Contract Employees must mandatorily be given a weekly day off (full day). All Contract Employee to get at least a three National Holidays (26th January, 15th August and 2nd October) as paid Holidays and also RFCL's Paid Holidays.

**Pay during leave and holidays:** Every employee shall be paid at a rate equivalent to the daily average of his wages for the days on which he actually worked during the preceding month exclusive of any earning in respect of overtime

**II. SCOPE OF WORK****Contractor's scope**

Scope of work includes but not limited to the following:

1. To Provide "Air-conditioned Vehicles as per SOR of different groups on monthly and or on HIRE basis as per Schedule of Rates including Sundays and Holidays for 24 hrs vehicle only and rest of the vehicles excluding Sunday and Holidays for duties assigned from time to time as per instructions of Engineer-in-Charge.
2. Diesel, lubricants, consumables, spares, tools & tackles required for operation & maintenance of Contractor's Vehicles without any extra cost with driver
3. To maintain & up-keep the vehicles all the time
4. Necessary safety precautions are to be strictly followed at site. Required PPEs are to be implemented strictly at the site as per the terms and conditions of RFCL.
5. The bidder preferably shall be owner or having hired agreement of the vehicles as per SOR and has to be maintained in good running condition. The vehicle should be registered preferably in the name of bidder or should have hire agreement. In case the bidder is offering a vehicle not registered in his name, an agreement between the bidder and vehicle owner prior to the date of bid opening, shall have to be produced. The agreement should be valid for the contract period.
6. It should not have more than One Lakh K.M at the time of placement of order. As soon as One Lakh K.M are over during the contract period, new vehicle with less than One Lakh K.M running shall be provided.

**III. SPECIAL TERMS & CONDITIONS OF CONTRACT****1. Operating cost (applicable only for monthly rated basis vehicles)**

All expenses towards operating the vehicles inclusive of cost of fuel, lubricants, Toll tax expenses by way of salary and expenses of the operating and maintenance crew, repairs and upkeep etc. shall entirely and exclusively be borne by the contractor and shall be included in the quoted rates.

The quoted rates shall be complete, composite and firm for the entire duration of the contract period and shall be inclusive of all the expenses necessary for the continuance of the services envisaged under the contract. Such expenses shall also include (but not limited to) payment to RTO, Insurance, labour authorities, local and municipal authorities etc. which are necessary for the satisfactory execution of the contract. The quoted vehicle monthly rates shall, however, be revised upward or downward in case revision in price of diesel notified by the IOCL and applicable in Telangana State. The rates in this regard to effect increase/decrease in price shall be taken from website of IOCL/from M/s Star Filling Station, Kundanpalli, Ramagundam. The adjustment in the rates of the vehicles hired under this contract as against the variation in the price of diesel (HSD) shall be effective from the date of notification as notified by IOCL as per the formula given below:

$$\text{DIFFERENCE ADJUSTABLE PER} = \frac{\text{DIFFERENCE IN RATE OF DIESEL (HSD)}}{\text{Km (Rs. /Km.) (AVERAGE MILAGE GIVEN BY THE VEHICLE PER LITRE OF DIESEL)}}$$

Base date of diesel rates shall be the --/--/--2021 (last date of submission of bid) and rate of Diesel will be as per notification of IOCL in Telangana State.

Average Mileage of various vehicles for the above formulae shall be taken as below:

S.No	Vehicle	Avg. Mileage (KMs/Liter)
1	Tata SUMO Grande / Mahindra Bolero / Mahindra Xylo / (6+1) Seater/ Mahindra Marazzo/Toyota Innova Crysta or equivalent model not older than 2021 model	10

For adjustment of lump sum rate, actual km. run or 2000 km. whichever is lower shall be considered.

## **2. Insurance & Taxes**

The Contractor shall ensure that the vehicles deployed by him under this contract shall at all times during the currency of the contract be adequately insured under comprehensive insurance policy, shall have paid all road taxes as applicable, obtained necessary permits/clearances such as that for pollution control etc., as may be applicable or may become applicable from time to time and shall provide documentary evidence duly attested by contractor for the same. All expenses towards obtaining and maintaining above, shall be borne entirely and exclusively by the Contractor and RFCL shall stand indemnified.

## **3. Timings**

3.1 The vehicles along with the operating crew shall have to be at the disposal of RFCL on round the clock basis on all days (including Sundays and Holidays for 24 hours' vehicle only and rest of the vehicles excluding Sundays and Holidays) during the currency of the contract.

3.2 Duty time in general shall be 12 Hrs from vehicle reporting time and will be intimated by the Engineer-In charge on day to day basis.

3.3 The Contractor shall ensure that timings are strictly adhered to and shall whenever necessary, deploy alternate vehicles to ensure uninterrupted service in the case of break down or repairs are to be carried out on regular vehicles.

3.4 Night halt charges for driver in case of outstation duty involving night halt shall be applicable.

## **4. Reckonable Kilometers:**

4.1 The reading on the odometer of the vehicle at the time & place of reporting in the morning shall be considered as the opening reading (kilometers) for the concerned day. The closing reading (kilometers) for any day shall be the one appearing on the vehicle's odometer at the time & releasing of duty when its service is completed for that particular day. These opening and closing readings of any given day shall be noted in log book maintained for vehicle and considered to calculate the run for the day. Any unauthorized mileage on account of Contractor's requirement such as repairs, etc. shall be deducted.

4.2 The contractor shall ensure that all meters and devices of the vehicle (particularly the odometer) are in working condition. In case of failure of the odometer, necessary corrective action should be taken immediately, failing which the km. certified by the company officer using the vehicle shall be deemed final and binding on the contractor. The company in this regard shall not entertain any further claim. In case any meter tampering is noticed for increase of meter reading intentionally then extra readings will be recovered proportionately w.r.t standard checking

4.3 The contractor at his own cost shall print and maintain a log book as per RFCL Standard format for each vehicle separately. The opening and closing reading of the odometer shall be recorded in the log book on daily basis.

4.4 The details recorded in the log book and duly signed by the authorized representative of RFCL shall form the basis for payment.

## **5 Operating and Maintenance**

5.1 The contractor shall at his own cost maintain adequate number of drivers for the smooth and efficient running of the vehicles provided to the company. The drivers must possess at all times valid driving license and should have sufficient experience (not less than One year for this date of driving license will be considered for experience) as a commercial driver with a good track record of driving and be minimum 21 years of age and not above 50 years.

5.2 The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and

security of officers/officials as well as essential store items while running the vehicles by ensuring safe driving. RFCL shall have no direct and indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to RFCL have to be suitably compensated by the contractor. Contractor has to submit documentary evidence of driver's duty for record of RFCL.

- 5.3 The contractor shall carry out the day to day or time to time instructions given by the authorized representative of the company.
- 5.4 Driver (s) deployed by the contractor on the hired vehicle for the duty of company shall have to go to various places and as such, they should be well conversant with the routes and roads of the area. The contractor should deploy permanent drivers on the vehicles with mobile phones and frequent change of Driver(s) shall not be allowed. The driver of the vehicle must be in proper uniform as per Telangana State & should be well behaved. The cost of uniform and items required for due fulfilment of duties shall be borne by the contractor. RFCL shall not pay extra charges which are required for performing proper and efficient work.
- 5.5 The vehicle(s) asked for under this tender should be fit in all respects and shall comply with Motor Vehicle Act/rules/existing laws. Vehicle shall be equipped with valid documents i.e., Registration book, comprehensive insurance certificate, fitness certificate, pollution control certificate and with all taxes and levies paid upto date, during the contract. The responsibility for any lapse in this regard shall be that of the contractor against such defaults. Fitness certificate of any vehicle before start of work or arranging vehicles have to be provided.
- 6 The contractor will be solely and fully responsible for any consequences and claim(s) under the law arising out of any accident caused by the hired vehicle(s) to the equipment / property / personnel of the company. He shall also be responsible for any claim raised by any third party (i.e) due to loss of life/injuries/property, etc. as a result of accident caused by the hired vehicle. The company should not be responsible for any legal, financial and other liabilities under any circumstances.
- 7 The driver(s) engaged/deputed with the hired vehicle(s) by the contractor for carrying company's officers/staff shall maintain punctuality and discipline. If any driver(s) or staff engaged by the contractor is found to be undisciplined, misbehaving with company's authorized representatives and/or officer/staff under the influence of any intoxicant or otherwise the company may ask the contractor to replace such driver(s) / staff member. Contractor shall then forthwith comply with such instructions, failing which the hired vehicle may not be accepted for duty. The time lost due to such eventualities shall be entirely to the contractor's risk and cost and shall attract penalty under this contract.
- 8 The contractor shall exclusively be liable for non-compliance of the provisions of any acts, laws, rules and regulations having bearing over engagement of labour/worker(s), directly or indirectly for execution of the work under the contract.
- 9 The contractor must have 24 hours working telephone system so that they can be telephonically contacted at short notice and at off hours and on holidays in case of requirement of vehicles.
- 10 The contractor shall indemnify company against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family pension & Deposit Linked Insurance Scheme or any other applicable Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.
- 11 The liability under relevant sections of Motor Vehicles Act 1968 and IPC causing death or permanent liability developed by the vehicle supplied by the contractor due to any reason, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard, under the provisions of law.
- 12 The Company shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the contractor's vehicle(s) / property/driver(s) and other staff, etc. under any circumstances while a hired vehicle is engaged in the company's

duty under the contract. In case vehicle is not registered for commercial purpose or any dues charged by Statutory Authorities will be borne by the contractor.

- 13 The contractor shall ensure that its driver(s) refrain from smoking or carrying any inflammable substances, etc., at the installations, camp stations, stores, yards, etc. while on duty with the company. The Contractor's employees shall ensure that they abide by routine and special rules regarding the safety and security measures while on duty with RFCL as per the directions of the representatives of the company at the work site.
- 14 Fueling, maintenance of vehicles, changing of Driver(s) etc. shall be carried out by the contractor at his own cost with the permission of Officer-in-Charge or his authorized representative with reasonable minimum time so that there is no effect on timely availability of vehicle(s) at any point of time including change of shifts, etc.
- 15 The speedometer, kilometer recorder and other instruments/meter(s) shall be maintained at standards of accuracy. The contractor shall rectify any defect found by company forthwith. Instruction issued in this regard to the driver of the vehicle by company's officers/personnel traveling in the vehicle shall be final and binding on the contractor.
- 16 The contractor or his employee(s) shall ensure entries in the Log book/journey slip(s) (which shall be arranged by contractor as per the format suggested by the company) are properly maintained and recorded date-wise as per columns given in the log book and signed by the user(s)
- 17 The contractor or his driver(s) shall ensure proper recording of time and kilometer in the log books. The contractor shall submit the log books to company along with the bills. In case any variation is noticed in the kilometers recorded in the log book(s) with that of the actual run as verified by the user, company will make the deductions to this extent from the bill(s) of the contractor without any intimation to him.
- 18 The Contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and shall indemnify the company against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 19 The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the Contractor.
- 20 In the event of the Contractor backing out of the contract anytime during the currency of the contract without any explicit consent of the Company, the contractor will be liable to the recovery of higher rates, vis-à-vis contracted which may have to incurred by the Company on transportation of officers for the balance period of the contract by alternative means.
- 21 Failure by the contractor to comply with any statutory requirements and terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender called by the Company.
- 22 All vehicles supplied will be Tourist vehicle, duly insured and taxes paid up to date including passenger taxes. The successful agency shall, however, have to supply vehicle of the models as specified in the tender document which should be in very good running condition.

### **23 Running and Maintenance**

- 23.1 The vehicles shall be kept in good operating condition and shall be maintained roadworthy at all times at the cost of the contractor.
- 23.2 At the time of reporting in the morning, the vehicle shall be provided in a clean and neat condition with necessary fuel, lubricant, etc. filled in it by the Contractor. The vehicles provided should have clean seat covers. Vehicles should be fully upholstered and provided with all other necessary comforts and facilities.

- 23.3 In the case of break down/accident or withdrawal of any of the vehicles by the Contractor for any reason whatsoever, the contractor shall immediately make suitable replacement by providing another vehicle of similar kind acceptable to company. In case vehicle is not provided within reasonable time (half hour), the company has the right to arrange for alternative transportation and recover the costs towards the same from the Contractor.
- 23.4 If in the opinion of the company any supplied vehicle is found to be unfit for service, the same shall be forthwith replaced by the contractor by another vehicle of required specification and acceptable to the company. In the event of failure on the part of the Contractor to do so, penalty charges shall be levied on the Contractor by company as per the provisions of Clause -26 of Special Terms & conditions thereof, for the number of days such alternate vehicle is not provided by the contractor.
- 23.5 In the case of abandonment of the work of supplying and operating vehicles to the company, within the contract period, the company shall be at liberty to make alternative arrangement for meeting its requirement at the sole risk and cost of the contractor.

## **24 TIME SCHEDULE**

Vehicle will be deployed by the contractor within one week from date of issue of Letter of acceptance by RFCL. In case contractor failed to deploy the vehicle within 7 days then EMD will be forfeited and contractor will have debarred from participation in future NITs.

## **25 GENERAL**

- 25.1 The Contractor shall ensure ready availability of the following items at all times in each vehicle.
- i. First aid box
  - ii. Spares like hose pipes, fan belts etc.
  - iii. Stepony tyre in good condition
  - iv. Tool kit with all types of tools and tackles with jack
  - v. Any other item as required by law.
- 25.2 The driver(s) of the vehicle(s) shall
- vi. Preferably have knowledge of English, Telugu & Hindi
  - vii. Be neatly and properly dressed while on duty (Uniform as per Telangana State) Penalty may be levied as per Clause 26
  - viii. Be in possession of valid driving license
  - ix. Be in possession of all relevant documents pertaining to vehicle such as insurance policy, Registration book, Pollution Control Clearance certificate etc. at all times while on duty
  - x. Possess working mobile phone
  - xi. Have good knowledge of routes, road rules, conditions of roads etc.
  - xii. The drivers deputed should be of good character without any criminal record. Contractor shall submit an undertaking in this regard on their letter head.
- 25.3 Contractor shall make his own arrangement to procure fuel, lubricants, spare parts etc. in time. If the vehicle is sent to garage or petrol pump, etc. due to above reasons or for attending any repairs, contractor shall not be paid for such trips. Also, it has to be noted that in general, the above has to be avoided.
- 25.4 Parking charges, Toll taxes/Path-kar, Inter-State tax and entry permits shall be paid along with the payment on production of original bill/receipt/challan. Payment of toll gate fees and any other charges of such nature are the sole responsibility of the contractor and the contractor must ensure the same payment. In case drivers are unable to pay and any employee of RFCL paid it, then the same will be recovered from



the contractor's bill along-with Rs.100/- as penalty for each such default in addition to the charges/fees amount paid.

- 25.5 The driver(s) deployed under this contract should not be under influence of liquor or any other intoxicant while on duty. In the event of such happenings, the contractor shall remove the erring driver from services and any damage caused by such driver shall be totally borne by the Contractor.
- 25.6 The vehicle must not carry any persons or luggage other than those authorized by Officer-in-Charge.
- 25.7 In no case a vehicle which is not registered for the commercial purpose shall be supplied to RFCL and taxes etc due to on such vehicles shall be liability of the contractor.
- 25.8 The contractor shall send the vehicle for periodical servicing at the cost of the contractor, RFCL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be the contractor's liability.
- 25.9 No Vehicle should be supplied having registration in the name of employee of RFCL staff or close relative. Certificate to this effect is to be given on the body of bill.
- 25.10 Contractors shall ensure that the vehicles are filled up with the adequate quantity of fuel at every time and if contractor denies/fails to fill the fuel of vehicle in time and RFCL has filled it then the same may be recovered from the bills of the contractor along-with 25% administrative charges on above the fuel amount.
- 25.11 The Contractor shall have to ensure the safety of passengers by avoiding risky or negligent driving by his drivers such as over speeding, rash driving, driving vehicle with mechanical defects/discrepancies, etc.
- 25.12 The number of vehicles indicated in SOR/BEC is tentative. Actual number of vehicles to be deployed may vary depending on actual requirements of the project. The number of vehicles shall be increased/decreased in stages with the change in the workload of the project. The same shall be intimated by the Officer-in-Charge to the contractor with 7 days' prior notice.
- 25.13 For the purpose of payment of extra charges for running of vehicles beyond 12 hrs. on any day on hourly basis under SOR item Nos. A.3 duration of 30 minutes or less shall be ignored while duration of 31 minutes or above shall be rounded off to an hour and paid accordingly.
- 25.14 Necessary safety precautions are to be strictly followed at site. Required PPEs (Personal Protective equipment) are to be followed strictly at the site as per the terms and conditions of RFCL. PPEs shall be provided by the contractor only.

#### **25.15 MSME**

The Procurement Policy for Micro and Small Enterprises, 2012 has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy are available on the MSME website. This policy is also applicable to procurement of Services.

- ii) Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below: a) District Industries Centres; b) Khadi and Village Industries Commission; c) Khadi and Village Industries Board; d) Coir

Board; e) National Small Industries Corporation; f) Directorate of Handicraft and Handloom; and g) Any other body specified by the Ministry of MSME.

iii) For ease of registration of Micro and Small Enterprises (MSEs), Ministry of MSE has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

iv) The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, Subject to furnishing of relevant valid certificate for claiming exemption.

v) Chapter-V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank.

vi) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L-1+15 (Fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (Twenty-five) per cent of total tendered value. A sub-target of 4% within 25% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs and 3% from within 25% has been earmarked for supply from the MSEs owned by Women entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% /3% sub-target for procurement earmarked for MSEs owned by SC or ST entrepreneurs and women entrepreneurs respectively shall be met from other MSEs.

vii) Within this 25% (Twenty-Five per cent) quantity, a purchase preference of Four per cent (that is, 20 (Twenty) per cent out of 25 (Twenty-Five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ ST MSE to participate in tender process or meet tender requirements and L-1 price, Four per cent subtarget shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs: a) In case of proprietary MSE, proprietor(s) shall be SC/ST b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty-one per cent) shares in the unit c) In case of Private Limited Companies, at least 51% (Fifty-one per cent) share shall be held by SC/ST promoters.

viii) In the opinion of Ministry of MSME, in case of tender item is nonsplit able or non-dividable, etc. MSE quoting price within price band L-1+15% (Fifteen per cent) may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE, in terms of sub-para vi) above.

ix) This policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

x) The Public Procurement Policy for MSEs is meant for procurement of only Goods produced & Services rendered by MSE and do not apply to Works Contract as notified vide IOM No. NFL/MTLS/MSE/5 dated 17-03-2017. The relevant clauses on MSME being specific to nature of contract may be incorporated in Special Conditions of Contract (STC) of NIT/Tender.

Document on case-to-case basis considering applicability thereof to contract / work and above said IOM dated 17-03-2017.

## **26 PENALTY:**

If for any reason whatsoever, the vehicle(s) does not report for duty on any day/days in compliance with Company's requirement, company shall impose a penalty of Rs. 500/- (Rupees Five Hundred only) per day per vehicle (Prefix and suffix Closed Holidays included for the purpose) in addition to reduction in the monthly rate on pro-rata basis for such period for which vehicles have not reported. In case vehicles have not reported within reasonable time (One hour) the company shall hire vehicle(s) from other agencies and back-charge the consequent cost to the contractor apart from levying of above penalty.

Further, if as per Clause No. II. 8.2.ii above driver not reported in the uniform a penalty of Rs. 100/- will be imposed.

## **27 Escalation will be given as per revised Minimum wages.**

28 The following clauses of GTCC are not applicable for this contract.

1.2.0, 1.3.0, 1.30.0 (c), 1.32.0, 1.55.0.

29 In case any contradiction in Clauses of STCC & GTCC, the STCC shall supersede the GTCC.

## **30 Minimum Wages:**

Minimum wages prevailing as on date (i.e. With effect from 01.10.2023) are as follows as per GOI Order F.No.1/8(3)/2023-LS-II dated 26.09.2023.

High-skilled Manpower: 832.00/per day, Skilled Manpower: 709.00/ per day, Semi-skilled Manpower: Rs.589.00/per day, Unskilled Manpower: 504.00/per day.

Statutory Compliance:

PF	-	13%
ESI	-	3.25%
Bonus	-	8.33%
Leave Payment-		5%

## Schedule of Rates

S.No.	Description				
A	Providing "Air-conditioned (Central) Tata SUMO Grande/Mahindra XYLO/ Mahindra Bolero (6+ 1 Seater) or equivalent of model not older than year 2021 as per scope of work- Monthly Hire Basis	U/M	Quantity	Rate (Rs.)	Amount (Rs.)
1	Rate upto a maximum run of 2000 kms. Per month @ 12 hours per day	No.	2		
2	Rate per Km for running the vehicle for beyond 2000 kms	KM	400		
3	Detention charges beyond 12 hours	Hour	120		
4	Night halt charges for driver in case of outstation duty involving night halt	Per Night	8		
5	Present diesel rates as on date 03.07.2023	Per Ltr	1		
6	Rebate offered per kilometer for underutilization of the vehicle, if a vehicle is used less than 2000 kms. in a month	Rs/KM	1		
7	Total Price for one month (Sum A.1 to A.4)				
8	<b>Total Price for 12 month (A.7*12)</b>				
B	Providing "Air conditioned (Central) Toyota Innova Crysta or equivalent of Model not older than year 2021 as per scope of work"- Monthly Hire Basis	U/M	Quantity	Rate (Rs.)	
1	Rate upto a maximum run of 1500 kms. Per month @ 12 hours per day	No.	1		
2	Rate per Km for running the vehicle for beyond 1500 kms	Km	200		
3	Detention charges beyond 12 hours	Hour	60		
4	Night halt charges for driver in case of outstation duty involving night halt	Per Night	4		
5	Present diesel rates as on date 03.07.2023	Per ltr	1		
6	Rebate offered per kilometer for underutilization of the vehicle, if a vehicle is used less than 2000 kms. in a month	Rs/KM	1		
7	Total Price for one month (Sum B.1 to B.4)				
8	<b>Total Price for 12 month (B.7*12)</b>				

<b>C</b>	<b>Providing "Air-conditioned (Central) Tata SUMO Grande/Mahindra XYLO/ Mahindra Bolero ( 6+ 1 Seater) or equivalent of model not older than year 2021 as per scope of work"- Monthly Hire Basis (24-Hours)</b>	<b>U/M</b>	<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1	Rate upto a maximum run of 2000 kms. Per month @ 24 hours per day	No.	1		
2	Rate per Km for running the vehicle for beyond 2000 kms	Km	200		
3	p	Rs/Km	1		
4	Total Price for one month (Sum C.1 to C.2)				
<b>5</b>	<b>Total Price for 12 months (C.4*12)</b>				
<b>D</b>	<b>Providing "Air Conditional Cars of model not older than 2021 as per scope of work "On Call Basis" for 100 km. Starting location:-Ramagundam / Karimnagar / Hyderabad etc., (for hired vehicle starting location will be closing location i.e If vehicle pickup from Hyderabad / Karimnagar / Ramagundam etc., and the same vehicle will be drop at Hyderabad Hyderabad / Karimnagar / Ramagundam etc., ) Vehicle will be provided at starting location</b>	<b>U/M</b>	<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>1</b>	<b>Rate upto a maximum run of 100 Kms per day (12 Hrs.)</b>				
a	By Swift Dezire/Toyota Etios or equivalent	No.	20		
b	By Tyota Innova Crysta or equivalent	No.	25		
<b>2</b>	<b>Rate per Km for running the vehicle beyond 100kms</b>				
a	By Swift Dezire/Toyota Etios or equivalent	Km	3000		
b	By Tyota Innova Crysta or equivalent	Km	1000		
<b>3</b>	<b>Rate per hour for detaining the vehicle beyond 12 hrs.</b>				
a	By Swift Dezire/Toyota Etios or equivalent	Hrs	30		
b	By Tyota Innova crysta or equivalent	Hrs	20		
<b>4</b>	<b>Total Price(Sum D.1 to D.3)</b>				

<b>E</b>	<b>Providing vehicles "On Call Basis" for Pick up from Hyderabad Airport/Railway station and Drop at Ramagundam vice-versa by the following Airconditioned Cars of model not older than year 2021 as per scope of work</b>	<b>U/M</b>	<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1	By Swift Dezire/Toyoto Etios or equivalent	No.	25		
2	By Tyota cresta or equivalent	No.	20		
<b>3</b>	<b>Total Price (Sum E.1 to E.2)</b>				
<b>F</b>	<b>Providing "Air Conditional Cars of model not older than 2021 as per scope of work "On Call Basis" Starting location:-Ramagundam / Hyderabad etc., (for hired vehicle starting location will be closing location i.e If vehicle pickup from Hyderabad and the same vehicle will be drop at Hyderabad) Vehicle will be provided at starting location</b>	<b>U/M</b>	<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>1</b>	<b><i>Rate upto a maximum run of 600 Kms for two days (48 hrs.) including one night halt charges</i></b>				
a	By Swift Dezire/Toyota Etios or equivalent	No.	10		
b	By Tyota Innova crysta or equivalent	No.	35		
<b>2</b>	<b><i>Rate per Km for running the vehicle beyond 600kms</i></b>				
a	By Swift Dezire/Toyota Etios or equivalent	Km	800		
b	By Tyota Innova Crysta or equivalent	Km	600		
<b>3</b>	<b><i>Beyond One-night halt charges</i></b>				
a	By Swift Dezire/Toyota Etios or equivalent	No.	12		
b	By Tyota Innova Crysta or equivalent	No.	24		
<b>4</b>	<b>Total Price (Sum F.1 to F.3)</b>			<b>Sub total</b>	

<b>G</b>	<b>Providing "Air Conditional Cars of model not older than 2021 as per scope of work "On Call Basis" Starting location:-Ramagundam / Hyderabad etc., (for hired vehicle starting location will be closing location i.e If vehicle pickup from Hyderabad and the same vehicle will be drop at Hyderabad) Vehicle will be provided at starting location</b>	<b>U/M</b>	<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>1</b>	<b>Rate upto a maximum run of 600 Kms for 12 hrs.</b>				
a	By Swift Dezire/Toyota Etios or equivalent	No.	15		
b	By Tyota Innova crysta or equivalent	No.	10		
<b>2</b>	<b>Rate per Km for running the vehicle beyond 600kms</b>				
a	By Swift Dezire/Toyota Etios or equivalent	Km	800		
b	By Tyota Innova Crysta or equivalent	Km	600		
<b>3</b>	<b>Rate per hour for detaining the vehicle beyond 12 hrs.</b>				
a	By Swift Dezire/Toyota Etios or equivalent	No.	40		
b	By Tyota Innova Crysta or equivalent	No.	30		
<b>4</b>	<b>Total Price (Sum G.1 to G.3)</b>				
<b>H</b>	<b>Providing "Air Conditional Cars of model not older than 2021 as per scope of work "On Call Basis" Any ware in India, Starting location will be closing location</b>	<b>U/M</b>	<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>1</b>	<b>Rate upto a maximum run of 600 Kms for 12 hrs.</b>				
a	By Swift Dezire/Toyota Etios or equivalent	No.	5		
b	By Tyota Innova crysta or equivalent	No.	5		
<b>2</b>	<b>Rate per Km for running the vehicle beyond 600kms</b>				
a	By Swift Dezire/Toyota Etios or equivalent	Km	3000		
b	By Tyota Innova Crysta or equivalent	Km	3000		
<b>3</b>	<b>Rate per hour for detaining the vehicle beyond 12 hrs.</b>				
a	By Swift Dezire/Toyota Etios or equivalent	No.	150		

b	By Tyota Innova Crysta or equivalent	No.	150		
<b>4</b>	<b><i>Beyond One-night halt charges</i></b>				
a	By Swift Dezire/Toyota Etios or equivalent	No.	10		
b	By Tyota Innova Crysta or equivalent	No.	20		
<b>5</b>	<b>Total Price (Sum H.1 to H.4)</b>				
<b>I</b>	<b>TOTAL (A + B+C+D+E+F+G+H)</b>				
<b>J</b>	<b>Total Price for 12 months (I) (excluding GST)</b>				

**Notes:**

1. The Bidder 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.
2. The rates quoted should be indicated both in words as well as figures. In case of any discrepancy the amount 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 Proforma duly filled in, failing which their price bid will not accepted.
3. The rates quoted for hiring of vehicles shall:

Include the salary/wages of drivers, cost of maintenance of vehicles, repair, replacement of spares parts and all other charges like cost of diesel, lubricating oil, all risk insurance (as described elsewhere in this tender document) all taxes and levies as applicable, overheads and profit, commercial permit, license fee, and including replacement of vehicles as required.

AND

Exclude the **GST (if applicable), parking charges, toll taxes/path-kar, Inter State entry permits.**

4. Parking charges, Toll taxes/Path-kar, Inter-state charges and entry permits shall be paid along with the payment on production of original bill/receipt/challan.
5. Rebate per kilometre for non-providing AC vehicle will not be considered for evaluation.

(SIGNATURE OF BIDDER)

Name \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_



**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, 2013 and having its registered office at 4<sup>th</sup> Floor, Wing- "A", Kribhco Bhawan, Sector-1 NOIDA (U.P) 210 301, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between RAMAGUNDAM FERTILIZERS 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 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 expiry of \_\_\_\_\_ months from the issuance of Commissioning / erection / completion certificate according to terms of contract the Security Deposit-cum-Performance Bank Guarantee shall become null and void.
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 up to \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on

the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited, and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.
8. The last date of claim under this Security Deposit-cum-Performance Bank Guarantee shall be \_\_\_\_\_ (date of expiry + 3 months).

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021

**(Indicate the Name of the Bank with stamp)**

**Proforma for Indemnity Bond**

**(To be prepared on Stamp paper of Rs.500)**

DELETED as NOT APPLICABLE

**FORM OF CONTRACT**

THIS CONTRACT made at RAMAGUNDAM (Telangana) on the ----- day of ----- BETWEEN RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, registered in India under the Indian Companies Act 2013, having its registered office at 4<sup>th</sup> Floor, Wing- "A", Kribhco Bhawan, Sector-1 NOIDA (U.P) 210 301, India (hereinafter referred to as the "Owner" which expression shall include its successors and assigns) of the ONE PART

**AND**

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

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

**NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:**

**ARTICLE-I**

**1.1 CONTRACT DOCUMENTS:**

The following documents shall constitute the contract documents, namely:

- a) This agreement of contract;
- b) NIT/Tender documents;
- c) Acceptance of Tender;
- d) Letter of Intent dated -----;
- e) Work Order dated -----; and
- f) Further amendments, if any.

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

**ARTICLE-2**

**2.1 WORK TO BE PERFORMED**

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

**ARTICLE-3**

**3.1 COMPLETION PERIOD**

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

#### **ARTICLE-4**

##### **4.1 JURISDICTION**

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

#### **ARTICLE-5**

##### **5.1 ENTIRE CONTRACT**

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

#### **ARTICLE-6**

##### **6.1 NOTICE**

Subject to any provisions in the contract documents to the contrary, any notice or order or communications sought to be served by the contractor on the owner with reference to the contract shall be deemed to have been sufficiently served upon the owner (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered acknowledgement due post to the engineer-in-charge as defined in the general conditions of contract.

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

#### **ARTICLE-7**

##### **7.1 WAIVER**

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

#### **ARTICLE-8**

##### **8.1 NON-ASSIGNABILITY**

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

#### **ARTICLE-9**

##### **9.1 Alternative Dispute Resolution (ADR)**

Presently, ADR **is** most popular and globally adaptable system of dispute resolution in commercial matters. To make arbitration procedure in all commercial contracts more efficient, reliable and flawless, same has been

reviewed in light of statutory amendments in Arbitration & Conciliation Law and various latest Judgement of Supreme Court on the subject, accordingly, the following improved mechanism is emerged out, which shall be applicable with immediate effect: -

**1. Amicable Resolution I Settlement through Pre- Negotiation: -**

**Any** disputes, differences or claim between/among the parties arising out of the contract will be amicable settled through pre-negotiation, as per procedure prescribed hereinbefore resorting to Arbitration.

An internal committee of company to negotiate with the party shall be constituted by competent authority, as per delegation of power. The committee shall make best effort to resolve the dispute amicably in the interest of company, within 45 'days from the date of receipt of dispute notice' by the party.

**2. Arbitration: -**

In case of failure in amicable resolution/settlement through pre-negotiation as above, dispute/s may be referred to Arbitration as per clause 3 hereinafter. The approval for initiation or defending Arbitration shall be dealt as per Delegation of Power of company. Matter involving total amount of claims (without considering claim of interest) up to 1 Crore shall be adjudicated by Sole Arbitrator otherwise by tribunal of three Arbitrators.

**3. "Dispute Resolution Clause": -**

The standard clause's to be incorporated in the NIT/Contract' Purchase Order / Work Order etc. shall be as under: -

**3.1 For Ramagundam Site: -**

"Except where otherwise provided in the contract all matters, questions, disputes or differences (Dispute's) whatsoever, which shall at any time arise between/among the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to **the** contract or breach thereof, or the respective rights or, liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved / settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party. If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then, party/ies may refer the said dispute/s for adjudication through **Arbitration**, as prescribed hereinafter.

On failure of amicable resolution/settlement as above, the dispute/s shall be referred / adjudicated through Arbitration under / in accordance with "Arbitration Centre (Domestic and International), High Court of Judicature at Hyderabad for the state of Telangana and the State of Andhra Pradesh Rules, 2015" as amended or modified or re-enacted from time to time. Where the said rules are silent or in conflicts with Indian **Laws**, same shall be governed by Arbitration & Conciliation Act 1996. as amended or modified or re-enacted, from time to time

The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs. 3 Crore, otherwise number of Arbitrator shall be one (1) i.e. (Sole) Arbitrator.

The language of Arbitration shall be English.

The Governing **Law Shall be** Laws of India and **dispute/s** shall be **adjudicated as** per Indian Laws.

For the convenience of parties, the venue of Arbitration shall be as per above rules i.e. Arbitration Centre, Hyderabad, However, The Seat of the Arbitration Shall be, Ramagundam, Peddapalli District, State of Telangana. The courts at Ramagundam Peddapalli District, State of Telangana shall, have exclusive Jurisdiction.

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

#### **4 Dealing of Disputes in Existing Contracts: -**

If any dispute arises, in relation with contracts already in existence, having previous Standard Arbitration clause, containing provision of Appointing Authority of RFCL. Party shall be pursued for Arbitration as per present circular by referring **them** prevailing position of law. The said **Arbitration** may be preceded by amicable resolution/settlement through pre negotiation, **if** party agrees so.

IN WITNESS WHEREOF the parties hereto executed this contract on ----the day of -----  
---, 2023 and shall come into force w.e.f. -----.

#### **SIGNED AND DELIVERED FOR AND ON BEHALF OF**

Ramagundam Fertilizers and Chemicals Limited  
(With Rubber stamp)

Contractor  
(With Rubber stamp)

Witness

Witness

1.

1.

2.

2.

**Under taking on Party's letter head: -**

With reference to NIT No. \_\_\_\_\_ dated. \_\_\_\_\_ of Ramagundam Fertilizers And Chemicals Limited, Ramagundam for ARC for cleaning sweeping & other public health maintenance works at RFCL Plant, Ramagundam, for a period of one years I \_\_\_\_\_ S/o

Shri. \_\_\_\_\_ R/o \_\_\_\_\_ Authorized Representative of (the Institution) \_\_\_\_\_ do solemnly affirm and declare as under: -

i) That our Institution/sister concern etc. has not been black listed or put on holiday by any Institutional Agency/Government Department/Public Sector Undertaking.

ii) That no other Institution/Sister Concerns/Associates belonging to the same group are participating/submitting the Tender for the job.

iii) That the information furnished by me/us in respect of above Tender is true and correct and nothing has been concealed. In case any of information is found to be false and incorrect at any stage, RFCL shall be fully competent to take the necessary action as deemed fit.

The contents of the above paras are true.

**Seal & Signature of Bidder**



**Certificate of Compliance  
Of  
Statutory provisions of Labour laws**

Certified that provisions of contract labour (Regulation and Abolition act-1970) and other relevant laws as mentioned below has been complied with towards the Contract for \_\_\_\_\_ awarded to M/s. \_\_\_\_\_ having work order no. \_\_\_\_\_ dated \_\_\_\_\_ for which RA bill no. \_\_\_\_\_ has already been submitted for Rs. \_\_\_\_\_ against which payment has been made through Electronic fund transfer directly in to bank accounts of Contract employees and is as per Minimum Wages Act, Bonus & other laws and no complaint has been lodged till date by any contract employee of the above Contractor who has paid wages and applicable statutory payments on account of EPF, ESI, Bonus, Leave Payment for the month of \_\_\_\_\_

Maintained proper registers, records, documents and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities. EPF and ESI contributions for above referred month have been deposited with concerned authorities on or before due dates in respect of manpower deployed as mentioned at SI.No.3 of wage payment register.

1. Minimum Wages Act-1970, Factories Act-1948 & 2013 and Workman Compensation Act-1923
2. Employees Provident Fund & Miscellaneous Provisions Act-1952
3. The Payment of Bonus Act-1965
4. Any other labour law formed by State/Central Government from time to time and relevant to the above Contract.

We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same and not done or committed any act or entered into any transaction in violation of any statutory provisions.

No other charges would be payable by RFCL.

Signature & Seal of Authorized Signatory of the  
Agency/Contractor

Signature & Seal of  
Authorized Signatory  
of the Executing department

Verified by  
Authorized Signatory  
(Signature & Seal of HR department)

**Annexure-XIII**

The bidder shall furnish the Self-Attested Copies of the supporting Documents in support

<b>SL NO</b>	<b>CATEGORY</b>	<b>Make /Model</b>	<b>Year of Registration</b>	<b>Name of Owner(As Per Registration Certificate)</b>	<b>RC Copy submitted (Yes/No)</b>
1.	Providing "Air - Conditioned (central) Tata sumo Grande/Mahindra Bolero or equivalent model (6+1)Seater – not older than 2021 <b>MONTHLY HIRE BASIS (12 hrs.)</b>				
2	Providing "Air - Conditioned (central) Tata sumo Grande/Mahindra Bolero or equivalent model (6+1)Seater – not older than 2021 <b>MONTHLY HIRE BASIS (12 hrs.)</b>				
3	Providing "Air - Conditioned (central) Toyota Innova Crysta or equivalent model (6+1)Seater – not older than 2021 <b>MONTHLY HIRE BASIS (12 hrs.)</b>				
4	Providing "Air - Conditioned (central) Tata sumo Grande/Mahindra Bolero or equivalent model (6+1)Seater – not older than 2021 <b>MONTHLY HIRE BASIS (24 hrs.)</b>				

of above Information

**(SIGNATURE OF TENDERER)**

**Name** \_\_\_\_\_

**Place** \_\_\_\_\_

**Date** \_\_\_\_\_

**CHECK LIST FOR BIDDERS**

<b>S.No.</b>	<b>Documents</b>	<b>Documents submitted</b>
1	Cost of Tender Documents: DD No. _____ Amount _____ Date _____ or for fee exemption valid self-attested registration certificate issued by MSME/NSIC as per tender document.	
2	EMD DD No. _____ Amount _____ date _____ or for fee exemption valid self-attested registration certificate issued by MSME/NSIC as per tender document	
3	Whether all the pages of Tender document are stamped and signed & properly tagged with all documents?	
4	Whether Declaration Form-I is filled up?	
5	Whether Declaration Form-II (Bidders' details) filled up?	
6	Whether e-Banking mandate form is filled up?	
7	Whether self-attested copy of registration of the firm (for partnership firm or Pvt Ltd/Pub. Ltd company) is attached?	
8	Attach Notarized Affidavit towards sole proprietorship of firm/Self-attested Partnership Deed or Incorporation Certificate of Company/Articles of Association/Memorandum of Association as applicable)	
9	Self-attested copy of PAN Card	
10	Self-attested copy of GST Certificate	
11	Self-attested copy of EPF Certificate	
12	Self- attested copy of ESI Certificate	
13	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	
14	Undertaking on party's letter head about Blacklisted/Non-Blacklisted company. The certificate should be exactly in the same format as given on Page No.56 of Tender Document (Annexure- X)	
15	Vehicle Registration Certificate/Fitness Certificate	
16	All Permits/Road Tax Paid Challans	
17	Insurance Certificate	
18	Pollution under Control Certificate (PUC)	
19	Affidavit for ownership of Vehicle/Agreement B/W Bidder & Owner of the vehicle applicable only if the bidder is not the owner of the vehicles.	
20	Driving License of the Driver (Clause 6.1 of STCC)	

**(Signature of Tenderer)****Name** \_\_\_\_\_**Place** \_\_\_\_\_**Date** \_\_\_\_\_