



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers & Chemicals Limited

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

Site Office: Fertilizer City, Ramagundam-505210, Dist-Peddapalli, Telangana

E-TENDER

BIDS ARE INVITED

FOR

“Hiring of Vehicles on a call basis for the period of two (02) years at RFCL, Ramagundam Unit”.

”

Tender No: RFCL /RDM/SITE/HR/CONT-1/Vehicles on Call basis/2025/RFCL 2025-201

E-tender ID: RFCL - 2025 -201

Nov-2025

Handwritten signature/initials

TABLE OF CONTENTS

This Tender Document (AS ISSUED TO CONTRACTOR) Consists of the following:

Sr. no.	Description	Page No.
1.	Cover Page	01
2.	Table of Contents	02
3.	Instructions To Tenderers For E-Tendering	03-07
4.	Notice Inviting Tender	08-10
5.	Definition of Terms (Annexure-I)	11-14
6.	Declaration Form I (Annexure-II)	15
7.	Declaration Form II (Annexure-III)	16-17
8.	Declaration Form III (Annexure-IV)	18-19
9.	Registration of GST Number (Annexure-V)	20
10.	Affidavit in reference of Blacklisting/De-listing (Annexure-VI)	21
11.	Bidder Qualification & Evaluation Criteria (Annexure-VII)	22-25
12.	Scope of work (Annexure-VIII)	26
13.	Special Terms and Conditions (Annexure-IX)	27-31
14.	General Terms & Conditions of The Contract (Annexure-X)	32-45
15.	Performa for Proprietorship Affidavit (Annexure-XI)	46
16.	Security Deposit cum Performance Bank Guarantee format (Annexure-XII)	47-48
17.	Bid Security (EMD) Format (Annexure-XIII)	49
18.	Performance Bank Guarantee (Annexure-XIV)	50-51
19.	Indemnity Bond (Annexure-XV)	52
20.	Contract Agreement (Annexure-XVI)	53-58
21.	Statutory Compliance Certificate (Annexure-XVII)	59
22.	Scheduled Rates (SOR) (Annexure-XVIII)	60-62
23.	Checklist of Bidders (Annexure-XIX)	63-64
	TOTAL SHEETS OF TENDER	64

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



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, Telangana.

Telephone: +91 8728 257488 E-mail: rfcl.ramagundam@rfcl.co.in

CIN No. U24100DL2015PLC276753

Ref. No.: RFCL/RDM/SITE/HR/CONT-1/Vehicles on Call basis/2025/RFCL 2025-201

Date:04.11.2025.

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 procure **"Hiring of Vehicles on a call basis for the period of two (02) years at RFCL, Ramagundam Unit"** as per given specifications through e-tendering. The NIT will be posted on website <https://www.tenderwizard.in/RFCL> from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

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

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

a) Ramagundam Fertilizers and Chemicals Ltd

Mr. Somnath Sanka, DGM (HR) RFCL, Fertilizers City, Ramagundam – 505210 Mob No. +91-9490732014. E mail: somnathsanka@rfcl.co.in	Mr.Mayank Dhawan, M (HR) RFCL, Fertilizers City, Ramagundam – 505210 Mob No. +91-8218011857 E mail: mayankdhawan@rfcl.co.in	Mr. Hari Tulugu, AM (HR) RFCL, Fertilizers City, Ramagundam – 505210 Mob No. +91-7416566880. E mail: haritulugu@rfcl.co.in
--	--	---

b) M/s. Antares Systems Limited

1	Approval of Profile & DSC Verification	Help Desk	+91-8045811365, +91-8800591743	twregdelhi@etenderwizard.com dscdelhi@etenderwizard.com
2	E-Tender Submission	Help Desk	+91 8045811365, +91 8045982100, +919870393814, +91 8800378607	saurabh.k@etenderwizard.com
3	E-Auction Related Queries	Help Desk		rajeshkumar1023@etenderwizard.com
4	Office Hours: Monday to Friday- 09:00AM to 06:00PM (IST)			

Handwritten signature/initials

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

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

(c) For Quick Bidder Manual, you can download "Bidder Manual" from <https://www.tenderwizard.in/RFCL> 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://www.tenderwizard.in/RFCL>
- 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., M/s. Antares Systems Limited
- 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 and Email Verification.

(e) Pre-Requisites for Login Credentials:

For registration on the e-tender site <https://www.tenderwizard.in/RFCL>, one can be guided by the "Instructions to Vendors" available under the **User Manual (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". Once you complete this process correctly, you shall get a system generated password and an email for verification. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to map 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.**

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://www.tenderwizard.in/RFCL> who, have in 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 of 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://www.tenderwizard.in/RFCL>) 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 Tenderwizard e-Tender 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 change /revise their bid already submitted within the due date and time. There is no need to Withdraw the bid to change / revise their Bid. If any Vendor Withdraw their bid in any case, they will not able to participate/submit/revise their bid in respective tender.
- (v) After submission of tender Vendors can update/ revise their bid any number of times within the due date and time for respective tender.
- (vi) 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.
- (vii) Bids/Offers shall not be permitted in e-procurement system after the due date time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- (viii) 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 (i.e. M/s. Antares Systems Limited) 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:**
14. The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, and subsequent clarification/amendment in schedule etc. shall be available on the above-mentioned website against this tender.

Tender Schedule for “Civil and structural contract for Miscellaneous Civil Works in Plant & Township Areas in RFCL Site, Ramagundam under Phase-II scheme”

<i>Sr. No.</i>	<i>Tender Stage</i>	<i>Date & Time</i>
1	Start Tender Document Download	05.11.2025 at 15:00 hrs.
2	End Tender Document Download	12.11.2025 at 15:00 hrs.
3	Due/ last date of submission of Bids	12.11.2025 at 15:30 hrs.
4	Techno-commercial Bids Opening	12.11.2025 at 15:45 hrs.
5	Price Bid Opening	To be intimated separately

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.

15. The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids and Reverse Auction. Matching of Prices will be done manually. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.
16. **Tender Opening:**
The tenders will be opened electronically by us from our RFCL Site Office in the presence of authorized representatives of Vendors who wish to attend the bid opening. The submission of bids may however be done by vendors from their office or from place of their choice. However, bids can't be submitted after the bid submission due date & time as per the schedule.
17. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier/By Hand. The bids not accompanied with the requisite Earnest Money may not be opened.
18. RFCL reserves the right to reject or accept any tender without giving any reason.
19. **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED**

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

1.	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
3.	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.

20. **Name, Addressee & Address of Consignee:**
Mr. Somnath Sanka, DGM (HR)
RFCL, Fertilizers City,
Ramagundam – 505210
Mob No. +91-9490732014.
E mail: somnathsanka@rfcl.co.in

21. GST Nos.

Unit	GST NO.
-------------	----------------

HS

22. In the event of any contradiction between General Terms & Conditions and Special Terms enclosed with this NIT, the latter shall prevail.
23. The rates should be quoted as per price bid given in the enquiry only. Quotation should be valid for a minimum period of 120 days from the date of opening of the tender (Technical bid). The rates should be quoted both in figures and in words.
24. Your GST Registration No. and Permanent Account No., allotted by the concerned Department should be mentioned in the quotation positively.
25. 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)

Ref. No.: RFCL/RDM/SITE/HR/CONT-1/Vehicles on Call basis/2025/RFCL 2025-201

Date:04.11.2025.

NOTICE INVITING TENDER

To,

Sub: “Hiring of Vehicles on a call basis for the period of two (02) years at RFCL, Ramagundam Unit”

Dear Sir/s,

Sealed Bids are invited for the work as detailed below:

1. **Name of Work** “Hiring of Vehicles on a call basis for the period of two (02) years at RFCL, Ramagundam Unit”.
2. **Earnest Money Deposit (EMD)** Tenderer to submit Earnest Money of **Rs.1,00,000.00/-** Only in the form of crossed Demand Draft/Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of Ramagundam Fertilizers and Chemicals Ltd Ramagundam, payable at Ramagundam Fertilizers and Chemicals Ltd Ramagundam. Cheque shall not be accepted in any case. In case the party is seeking exemption of EMD under MSMED Act, he is required to submit the required documents showing eligibility in the activities mentioned in MSME Certificate. **Bids received without EMD are liable to be rejected.**
3. **Period of Completion** The period of completion shall be 12 months from the start date mentioned in Letter of Acceptance and extendable as per the provisions of the GTCC.
4. **Validity of the Tender** **120 days** from the Date of Opening of Tender.
5. **Date & Time of Pre-Bid Meeting** **11.11.2025, 11.00AM** at the office of DGM (HR), RFCL, Ramagundam
6. All request for interpretation, clarification & queries in connection with the tender shall be addressed in writing to Issuing Authority i.e. DGM (HR), RFCL, Ramagundam at least 3 (Three) days prior to the closing date of the tender.
7. The rate should be quoted in the Units given in the Schedule of Rates.
8. 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.

[Handwritten signature]

9. **Procedure for Submission of Tender:**

The Tender shall be submitted in Three Parts as under:

9.1 **Step No. 1:**

Will be '**EMD**' and shall contain Earnest Money Deposit as per Clause No. 2 above.

9.2 **Step No. 2:**

Will be '**Techno Commercial bid (unpriced)**' shall contain NIT duly signed, documents & all other declarations required as per Tender.

Documents as stated in Annexure-II for meeting the eligibility & evaluation criteria.

Duly Filled Performa's of Techno Commercial Bid.

Unpriced SOR Performa mentioning "quoted" in all pages with signature and stamp.

9.3 **Step No. 3:**

Will be '**Price Bid/Schedule of Rates**' and shall contain the item wise rates only as per Schedule of Rates Performa. Bidder to quote overall percentage above or at par or below the RFCL quoted rates.

All the procedure of filling the tender will be as on E-Tender basis only.

9.4 **RFCL's Site bank details:**

EMD can be deposited in RFCL's account through RTGS/NEFT & details of the transaction with UTR No. to be submitted (uploaded) along with technical bid for verification.

RFCL's site bank Details for RTGS/NEFT are as follows:

- | | | |
|---------------------|---|---|
| a) Beneficiary Name | : | M/S RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED. |
| b) Name of bank | : | STATE BANK OF INDIA |
| c) Branch | : | FERTILIZER CITY, RAMAGUNDAM (61777) |
| d) Account Number | : | 36727029257 |
| e) IFSC No. | : | SBIN0061777 |

Alternatively, the bidder can submit the EMD in the form of Crossed Demand Draft favouring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Ramagundam or in the form of Bank Guarantee Format of EMD-BG as per Annexure-XVII. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by bidder. In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the scan copy of the DD /BG is uploaded with E -Tender & original DD or Original BG should be received by RFCL **before opening of techno-commercial bids** for verification of the details of DD/BG given online by the tenderer.

10. **Opening of Tender:**

The Tender shall be opened as under E tender process:

Step No. 1: EMD will be opened first, on the scheduled date of opening of tender.

Step No. 2: "Techno Commercial Bid (Unpriced)" shall then be opened.

Handwritten signature/initials

Step No. 3: 'Price Bid/Schedule of Rates' shall be opened after meeting the eligibility criteria of **Techno-Commercial Bid**(unpriced) and whose bids determined to be technically and commercially responsive. The date of opening of Price Bid/SOR will be intimated to technically selected tenderers separately.

11. 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.
12. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
13. Every communication by tenderers 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.
14. 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.
15. "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.
16. One person will be allowed to represent only one company during discussion/negotiation with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiation.
17. The rates of all the items in the Schedule of quantities are based on latest DSR-2023 excluding profit margin and in-house RFCL rates.
18. The Contractor shall satisfy himself about the nature of job to be executed by physical inspection of the site of work at RFCL Ramagundam before offering their quotation.
19. All pages shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.

Thanking you,

Yours faithfully,

for M/s. Ramagundam Fertilizers & Chemicals Ltd.


(Somnath Sanka)
Deputy General Manager (HR)
E-mail: somnathsanka@rfcl.co.in
Mob: 9490732014.



DEFINITIONS OF TERMS

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

1. "The OWNER or RFCL means the RAMAGUNDAM FERTILIZERS AND CHEMICAL LTD.. incorporated in India, having its Corporate Office at 4th Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh; Pin Code-201301

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

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

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

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

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

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

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

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

7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company. Contractor includes "Service Provider or Consultant" also.

8. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.

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

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

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

12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.

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

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

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

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

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

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

a) Scope of Work /Technical Terms and Conditions.

b) Special Terms and Conditions.

c) General Terms and Conditions (GTC/GTCC)

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

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

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

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

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

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

25. "Goods" includes all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, medicines, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machineries comprising an integrated production process or such other categories of goods or intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications,

periodicals, etc., for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance

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

27. "Invitation to Enlist" means a document including any amendment thereto published by the procuring entity inviting offers for bidder enlistment from prospective bidders;

28. "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent³.

29. "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 2017⁴

30. "Pre-qualification (bidding) procedure" means the procedure set out to identify, prior to inviting bids or along with tender, the bidders that are qualified to participate in the procurement;

31. "Pre-qualification document" means the document including any amendment thereto issued by a procuring entity, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify;

32. "(Public) Procurement Guidelines" means guidelines applicable to Public Procurement, consisting of under relevant context a set of i) Statutory Provisions (The Constitution of India, Indian Contract Act, 1872, Sales of Goods Act, 1930; and other laws as relevant to the context); ii) Rules & Regulations (General Financial Rules, 2017; Delegation of Financial Power Rules and any other regulation so declared by the Government); iii) Manuals of Policies and Procedures for Procurement (of Goods; Works; Consultancy/ other services or any for other category) promulgated by the Ministry of Finance and iv) Procuring Entity's Documents relevant to the context(Codes, Manuals and Standard/ Model Bidding Documents);

33. "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-quality or to enlist or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the contract;

34. "Procurement Entity" (including Procuring Authority or Employer) means any Ministry or Department of the Central Government or a unit thereof or its attached or subordinate office to which powers of procurement have been delegated;

35. "Prospective bidder" means anyone likely or desirous to be a bidder;

36. "Reverse auction" (or the term 'Electronic reverse auction' in certain contexts) means an online real-time purchasing technique utilized by the procuring entity to select the successful bid, which involves presentation by bidders of successively more favourable bids during a scheduled period of time and automatic evaluation of bids;

37. "service" is defined by exception as any subject matter of procurement other than goods or works, except, those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual training, consultancy and advisory services or any other services classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services'.

38. "Subject matter of procurement" means any item of procurement whether in the form of goods, services or works or a combination thereof;

39. "Works" refer to any activity, sufficient in itself in itself to fulfil an economic or technical function, involving construction, fabrication, repair, overhaul, renovation decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (I) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.

DECLARATION FORM-I

(To be submitted in Envelope No. II)

Ref.No:

Dated:

To,

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

Sub: Tender No: _____ Name of the contract _____

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of "_____ " work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in -charge of M/s. Ramagundam Fertilizer and Chemical Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

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

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

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

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

Thanking you

Yours faithfully

For M/s _____

(Signature of Contractor/ Tender with SEAL)

Address: _____

DECLARATION FORM-II

(To be kept in Envelope No. II)

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

Sr. No	DESCRIPTION			
1.	If a Tender has relation(s) whether by blood or otherwise with any of employee(s) of RFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. RFCL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	YES / NO (If Yes, give the following details)		
		Name & Designation of the Employee	Place of Posting	Relation with the Employee
2.	P.F. Registration No. of the firm/ company to be indicated along with Documentary proof thereof.			
3.	PAN No. (Permanent Account Number) of the firm /company issued by Income Tax Deptt. Along with Documentary Proof thereof.			
4.	GST Registration No. of the firm/ company issued by GST authorities along with Documentary Proof thereof.			
5.	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.			
6.	MSME Registration If the firm is registered as Micro /Small /Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise, it will be constructed that the firm is not registered as per MSMED Act,2006	Yes/No (If Yes, a Self-certified copy of registration certificate to be submitted) Mention the category i.e. Micro/Small /Medium		
7.	Type of Firm to be specified (Proprietor/Partnership/Limited Co. etc.)			
8.	Name of the Firm			
9.	Address of the Firm			

10.	Contact Details: Name of the Per Person: b) Mobile number/Landline Number c) Email	Contact Details: a) b) c)
11.	Power of Attorney /authorization for submission of tender document, as applicable Submitted	Yes/No
12.	Tender cost amount, DD Number and Date	
13.	EMD amount, DD Number and Date	

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

(Signature of the Contractor/Tender with SEAL)

Place: _____

Dated: _____

46

DECLARATION FORM-III

(To be kept in Envelope No. II)

To,

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

Subject: Tender No. _____ Name of the contract _____

Dear Sir,

1.	<u>UNDERTAKING</u> a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/Unit/Quality of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional. b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us. c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled. d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.
2.	<u>ACCEPTANCE OF TENDER CONDITIONS</u> I /We have personally read and gone through the scope of work ,General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/We accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the same.
3.	<u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u> With reference to your NIT No _____ dated _____ and the tender documents displayed on your web site, we hereby submit our tender for the subject work. Since we have not purchased the tender document from your office and the tender documents have been down-loaded by us from RFCL website, we are hereby enclosing a demand draft No. _____ dated _____ of _____ (Bank) amounting to Rs. _____ (Rupees _____ only), in favour of Ramagundam Fertilizer and Chemical Limited, payable at -----towards the cost of tender documents.
4.	<u>Labour License(If applicable)</u> The contractor shall obtain labour License, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R & A) Act, 1970 & Contract

	Labour (R & A) Central Rules,1971 and submit a copy of the same to RFCL,-----before start of execution of contract work. Accordingly, we hereby give undertaking that: “As per provisions made under the Central Labour (R & A) Act 1970 & Contract Labour (R & A) Central Rules, 1971, we would obtain labour License for the aforesaid job of _____ from the appropriate Licensing Authorities i.e. Central/ State Government, as applicable from Time to time, and submit a copy of the same to RFCL , -----before start of execution of contract work”.
5.	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitting by us. It is further certified that I /We will not get myself/ourselves registered under more than one name.
6.	I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of RFCL.
7.	I/We also understand that if the certificates submitted by us are found to be false/ forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of RFCL.

Thanking you

Yours faithfully

For & on behalf of Tenderer / Contractor

Signature of the Contractor/Tender with SEAL

Place: _____

Dated: _____

REGISTRATION OF GST NUMBER

Requirement of GST Number:

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

UNDERTAKING

Whether Registration certificate obtained:

Yes/No (tick whichever is applicable)

- a) In case yes, copy of valid certificate enclosed.
- b) In case No, it is confirmed that registration under GST Act is not applicable.
- c) In case registration under GST Act becomes applicable during the currency of contract, same shall be obtained and copy of valid GST No. shall be submitted to the RFCL.

(Signature & Stamp of bidder)

(To be kept in Envelope No. II)

(An Affidavit in reference of Blacklisting/De-listing)

AFFIDAVIT

With reference to NIT No. _____

Dt. _____ of Ramagundam Fertilizers and Chemical Ltd _____ for the work of _____ I, S/o Sh. _____ R/o _____ do hereby solemnly affirm and declare as Proprietor / Partner / Authorized signatory of the firm on behalf of M/s _____ as under:

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

DEPONENT

Dated: _____

VERIFICATION

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

DEPONENT

Place -----

Date: -----

A. BIDDER ELIGIBILITY CRITERIA:

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

Techno-Commercial Criteria

Sr. No	Eligibility Criteria	Supporting Documents Required
1	a) The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution as Sole Proprietorship Partnership Firm or Limited / Company, Year Private of Establishment and Place of Business, etc. and b) Affidavit as per Annexure-VI on Non-judicial paper in original and Power of Attorney / Authorization.	• In case of sole proprietorship, the bidder shall submit affidavit on Non- Judicial stamp paper of appropriate value original, duly attested by notary regarding status / style of the business entity as per Annexure-XI • Partnership firm shall submit a copy of Partnership Deed attested by notary • Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association • Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA. • Affidavit in original • The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary /Magistrate in case of Sole Proprietor / Partnership Firm/Company or Authorization (backed by Board Resolution) in case of a Company in favor of a person who has signed the tender documents on behalf of tenderer / Firm / Company.
2	a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No. b) Declaration / Disclosure regarding any relation(s) with employees of RFCL, Downloading of tender forms from RFCL website etc.	The bidder shall submit Declaration I, II & III with self-attested copy of related documents wherever required like i) PAN Card. ii) GST registration certificate iii) P.F Registration No. issued by PF Authorities. iv) ESI Registration No. issued by ESI Authorities, etc.
	The bidder should have successfully completed "Similar Works" with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.	The bidder shall submit a copy of Purchase/Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following

3	Definition of "<u>SIMILAR WORK</u>" Similar work means providing vehicles on a call basis / Hiring basis, / Rental basis. If the period of contract submitted by the bidder is more than 12 months, the same shall be interpolated to the scale of 12 months for evaluation purposes. <u>Start Up</u> As recognized by Department for Promotion of Industry and Internal Trade (DPIIT), For availing the relaxation, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.	a) Three similar completed works each costing not less than Rs.22.62/- Lakhs including GST ((With performance / completion certificate) OR b) Two similar completed works each costing not less than Rs.28.28/- Lakhs Including GST (With performance / completion certificate) OR c) One similar completed work costing not less than Rs.45.24/- Lakhs including GST (With performance / completion certificate) Copies of Work orders in support of the above with full technical scope of work & commercial details including work order value along with the completion certificate from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion. <u>For start-up's only –</u> One work not less than Rs.36.76 Lakhs Including GST Lakhs (including taxes). Or Two works of not less than Rs.22.62/- Lakhs Including GST Lakhs each (including taxes). Or Three works of not less than Rs.16.96/- Lakhs Including GST lakhs each (including taxes). Note: Completed Similar works means award of WO and completion of same in stipulated period.
4	Average Annual financial turnover of the bidder during the last 3 years ending 31st March of the previous financial year should be at least Rs.16.96/- Lakhs. Including GST <u>For Start-Up's</u> The Annual turnover of the bidder shall not be less than Rs.14.14/- Lakhs. Including GST	Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c with UDIN of a chartered Accountant for the last three financial years on 31st March of the previous financial year (i.e. FY-2022, 2023 & 2024). In case the bidder do not fall under the ambit of statutory audit and do not have audited annual reports/audited balance sheets and Profit & Loss statements, shall submit a statement indicating year wise turnover certified by Statutory Auditor/practicing Chartered accountant with UDIN.

NOTE:

1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.
2. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re- worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs. 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
3. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s), on the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership, deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
4. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
5. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
6. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
7. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
8. In case company A is merged with company B, then company B would get the credentials of company A also."

Signature of the Tenderer /Contractor with Seal

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. The work shall be awarded on overall L-1 basis and after evaluation of the bids based on quoted rates on bidders against 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.

SCOPE OF WORK

Contractor's scope

Scope of work includes, but is not limited to, the following:

1. To provide "Air-conditioned Vehicles as per SOR on a Call basis as per the Schedule of Rates, including for duties assigned from time to time as per the instructions of the Engineer in-Charge
2. Diesel, lubricants, consumables, spares, tools & tackles required for operation & maintenance of the Contractor's Vehicles without any extra cost with a driver.
3. To provide maintained and clean vehicles whenever required

SPECIAL TERMS & CONDITIONS OF CONTRACT**1. Operating cost**

All expenses towards operating the vehicles, inclusive of cost of fuel, lubricants, 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.

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.

2. Reckonable Kilometres

- 2.1 The reading on the odometer of the vehicle at the time & place of reporting shall be considered as the opening reading (kilometres) for the concerned trip. The closing reading (kilometres) for any trip shall be the one appearing on the vehicle's odometer at the time of releasing of hired vehicle.
- 2.2 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 an increase of meter reading intentionally, then extra readings will be recovered proportionately w.r.t standard checking.

3. Operating and Maintenance

- 3.1 The contractor shall assign the job of driving 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 the IPC, and any loss caused to RFCL has to be suitably compensated by the contractor.
- 3.2 The contractor shall carry out the time-to-time instructions given by the authorized representative of the company.
- 3.3 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 up to date, during the contract. The responsibility for any lapse in this regard shall be that of the contractor against such defaults. A fitness certificate for any vehicle before the start of work or when arranging vehicles must be provided.
- 3.4 The contractor will be solely and fully responsible for any consequences and claims (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 an accident caused by the hired vehicle. The company should not be responsible for any legal, financial, or other liabilities under any circumstances

- 3.5 The driver(s) engaged/deputed with the hired vehicle(s) by the contractor for carrying the company's officers/staff shall maintain punctuality and discipline. If any driver(s) engaged by the contractor is found to be undisciplined, misbehaving with the company's authorized representatives and/or officers/staff under the influence of any intoxicant or otherwise, the company may ask the contractor to replace such driver(s). Contractor shall then forthwith comply with such instructions, failing which the called vehicle may not be accepted for duty. The time lost due to such eventualities shall be entirely at the contractor's risk and cost and shall attract a penalty under this contract
- 3.6 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.
- 3.7 The contractor must have 24-hour working telephone system so that they can be telephonically contacted at short notice and at off hours, and on holidays in case of the requirement for vehicles.
- 3.8 The contractor shall indemnify the company against all actions, suits, proceedings, claims, losses, damages, etc., which may arise under the Minimum Wages Act, Fatal Accident Act, Workmen's 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.
- 3.9 The liability under relevant sections of the 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 whatsoever and will not entertain any claim in this regard, under the provisions of law.
- 3.10 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 vehicle is engaged in the company's duty under the contract. In case the vehicle is not registered for commercial purposes, or any dues charged by the Statutory Authorities, will be borne by the contractor.
- 3.11 The contractor shall ensure that its driver(s) refrain from smoking or carrying any inflammable substances, etc., in the vehicle, while on duty with the company.
- 3.12 The speedometer, kilometre recorder, and other instruments/meters (s) shall be maintained at standards of accuracy. The contractor shall rectify any defect found by the company forthwith. Instructions issued in this regard to the driver of the vehicle by the company's officers/personnel traveling in the vehicle shall be final and binding on the contractor.
- 3.13 The Contractor shall ensure and will be solely responsible for payment of wages and other dues 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.
- 3.14 The contractor shall indemnify the company against all losses or damages caused to it on account of the acts of the personnel deployed by the Contractor.
- 3.15 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 incur by the Company on transportation of officers for the balance period of the contract by alternative means.
- 3.16 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.

3.17 All vehicles supplied will be Tourist vehicles, duly insured and taxes paid up to date, including passenger taxes. The successful agency shall, however, must supply a vehicle of the models as specified in the tender document, which should be in very good running condition

3.18 **Running and Maintenance:** 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 arrangements for meeting its requirement at the sole risk and cost of the contractor

4. GENERAL

4.1 The Contractor shall always ensure the ready availability of the following items in each vehicle provided

- I. First aid box
- II. Spares like hoses, pipes, fan belts, etc.
- III. Stepony tires in good condition
- IV. Tool kit with all types of tools and tackles, with a jack
- V. Any other item as required by law.

4.2 The driver(s) of the vehicle(s) shall

- I. Preferably have knowledge of English, Telugu & Hindi
- II. Be neatly and properly dressed while on duty (Uniform as per Telangana State). Penalty may be levied as per Clause 26
- III. Be in possession of a valid driving license
- IV. Be in possession of all relevant documents pertaining to the vehicle, such as insurance policy, Registration book, Pollution Control Clearance certificate, etc., at all times while on duty
- V. Possess a working mobile phone
- VI. Have good knowledge of routes, road rules, conditions of roads; etc.
- VII. The drivers deputed should be of good character without any criminal record.

4.3 Contractor shall make their own arrangement to procure fuel, lubricants, spare parts, etc. in time. If the vehicle is sent to a garage or petrol pump, etc., due to the above reasons or for attending any repairs, the contractor shall not be paid for such trips. Also, it has to be noted that, in general, the above has to be avoided.

4.4 Parking charges, Toll taxes/Path-kar, Inter-State tax, and entry permits shall be paid along with the payment on production of the original bill/receipt/challan. Payment of toll gate fees and any other charges of such nature is 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 a penalty for each such default in addition to the charges/fees amount paid.

4.5 The driver(s) deployed under this contract should not be under the 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 borne by the Contractor.

4.6 The vehicle must not carry any persons or luggage other than those authorized by the Officer-in-Charge.

4.7 In no case shall a vehicle that is not registered for commercial purposes shall be supplied to RFCL, and taxes, etc, due to such vehicles shall be the liability of the contractor

4.8 No Vehicle should be supplied having registration in the name of an employee of RFCL staff or a close relative. A certificate to this effect is to be given on the body of the bill.

4.9 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

4.10 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 a vehicle with mechanical defects/discrepancies, etc.

4.11 The number of trips indicated in SOR is tentative Actual number of trips to be deployed may vary depending on the actual requirements of the Unit. The number of vehicles shall be increased/decreased in stages with the change in the workload of the RFCL. The same shall be intimated by the Officer-in-Charge to the contractor.

5. MSME

5.1 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.

5.2 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

5.3 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.

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

5.5 Chapter V of the MSMED Act, 2006 also has a 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 the bank rate notified by the Reserve Bank.

5.6 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 the event of failure of such MSEs to participate in the tender process or meet the 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.

5.7 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 the event of failure of such SC/ ST MSE to participate in the tender process or meet tender requirements and L-1 price, the four per cent sub-target shall be met from other MSEs. 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.

5.8 In the opinion of the Ministry of MSME, in case of tender item is non-splittable 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 the spirit of policy for enhancing the Govt. procurement from MSE, in terms of sub-para vi) above.

5.9 This policy is meant for the 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

5.10 The Public Procurement Policy for MSES is meant for the procurement of only Goods produced & Services rendered by MSEs and does 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 the nature of the contract may be incorporated in the Special Conditions of Contract (STC) of NIT/Tender.

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

6. PENALTY:

If for any reason whatsoever, the vehicle(s) do not report for duty on any call in compliance with the Company's requirement, the Company shall impose a penalty of Rs. 2000/- (Rupees Two Thousand only) per vehicle.

The following clauses of GTCC are not applicable to this contract. 2.0,3.0,27.0,29.0,50.0.

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

46

GENERAL TERMS & CONDITIONS (GTC/GTCC)

1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in- charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.

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

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

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

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

6.0 PAYMENT OF TAXES AND DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) If a Bidder withdraws his Bid during the validity or agreed extension of validity period duly agreed by the bidder.

b) If the bid is varied or modified in a manner not acceptable to the RFCL during the validity or agreed extension validity period duly agreed by the bidder.

c) In the case of a successful Bidder, if the bidder fails to commence the work awarded to him or sign the Contract agreement.

d) In the case of a successful Bidder fails to furnish Security Deposit /Performance Guarantee.

e) If bidder is delisted/debarred or blacklisted by RFCL.

The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.

9.1 Bid Validity:

The bid should be kept valid for acceptance for a period of 120 (one hundred twenty) days from the date of opening of tender/Technical Bid. A bid valid for shorter period may be rejected by the Owner as being non-responsive.

Under the exceptional circumstances, prior to expiry of the original Bid validity period, the Owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by E-mail.

In the event of Owner seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended.

A Bidder agreeing to the request of Owner seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly.

10.0 The following tenders will be liable to be rejected:

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

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

11.0 If the tenderer has relations whether by blood or otherwise with any of the employees of the RFCL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which RFCL shall reserve the right to reject the tender or rescind the Contract. It shall also be certified by the tenderer that none of RFCL's ex-employee is employed with them. (In case any ex-employee of RFCL is employed, furnish details separately).

12.0 The contractor may employ such employees/ labours as he may think fit and the employees so employed should be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, RFCL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payments on that account, RFCL shall be reimbursed by the contractor for the same as also any other expenses costs and charges incurred by RFCL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the contractor, RFCL shall be entitled to claim, demand or compensation from the contractor in that event. RFCL shall also be entitled to recover the aforesaid amount from the Contractor that may become due and payable to Contractor.

13.0 Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications

required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.

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

15.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.

16.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.

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

18.0 RISK AND COST: If the Contractor is unable to execute the work any loss incurred by the company in this respect, will be, to the Contractor's account. The company may also terminate the contract after giving a notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% + applicable GST to the Contractor.

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

20.0 FORCE MAJEURE: - The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract by giving notice to the other party.

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

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

22.0 RFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall have to carry out the work in accordance with any instruction which may be given to him in writing duly

signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.

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

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

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

24. SECURITY: The contractor shall deposit SD towards faithful performance of the contract.

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

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

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Garmin / Co-operative Bank in the form specified by RFCL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for **Contract period plus defect liability period plus 3 months claims period**. The Bank guarantee should be submitted by Bankers directly to RFCL in a sealed cover and not through contractor.

The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details:-

- (i) IFN 76 COV for issuance of bank guarantee
- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 COV.
- (iv) Issuing bank shall mention RFCL beneficiary code as RFCLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

25.0 PERIOD OF LIABILITY: Defect liability period of works shall be 12 months from the actual date of completion of work. The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, RFCL reserves the right to get the same repaired at the risk & cost of the contractor PLUS 25%

Departmental Charges plus applicable GST thereon , and the expenditure so incurred by RFCL shall be adjusted towards the said Security Deposit and / or any other due lying with RFCL.

26.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a) Measurement and Billing:

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

b) Running Account Payment:

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

c) Completion Certificate/Final Bill:

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

d) Final Certificate:

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

27.0 TERMS OF PAYMENT:

a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by RFCL, complete in all respects.

Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of Security deposit deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made within a period applicable as per MSMED Act or payment terms as per NIT/WO, whichever is earlier.

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

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

d) RFCL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor

under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.

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

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

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

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

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

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

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

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

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

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

b. No claim certificate in the format approved by RFCL

c. No dues certificate form respective sections.

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

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

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

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

h. Return of Gate passes issued by RFCL.

28.0 PRESERVATION OF FREE ISSUE MATERIAL: All materials issued to the contractor by the owner shall be preserved against deterioration and storage while under contractor's custody, Any damage/losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate RFCL for the losses suffered at panel rates to be determined by the Engineer- in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor

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

SI. No.	PARTICULARS	SALVAGEABLE
1	STRUCTURE	2.5%
2	PIPE	3.0%

3	CEMENT	3.0%
---	--------	------

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

31.0 ISSUE OF GAS CYLINDER:

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

- Invoice price of gas.
- Rent for each Cylinder per day.
- Department charges.
- Cost of collection and return of empty Cylinder.

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

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

34.0 ENGINEER-IN-CHARGE: The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.

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

36.00 CONCILIATION & ARBITRATION:

(i) FOR INDIAN PARTIES

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

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

Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually

agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

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

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

The Seat and venue of Arbitration shall be at Delhi/Place of respective unit /place of Zonal office.

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

(ii) Arbitration for Foreign Vendors /Parties:

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

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

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

(iii) Arbitration for CPSEs and Government Department:

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

37.0 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:

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

38.0 SAFETY REGULATION:

The contractor shall observe and abide by all fire and Safety regulations of the RFCL. Before starting maintenance work, the Contractor shall consult RFCL's Safety Officer or the Engineer-in-charge. If the Safety Engineer is not available, he will do familiarize him with such regulations, copies of which will be furnished to him by RFCL, when requested. He shall be responsible for and must make good to the satisfaction of the RFCL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the RFCL's existing property. All the accidents to contractor's staff will be reported to the Safety Officer promptly.

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

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

39.0 CONTRACTOR TO EXECUTE AGREEMENT:

The contractor's responsibility under this contract will commence from date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and RFCL, the letter of acceptance and work order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of prescribed values with RFCL within 15 days (Fifteen days) of receipt by him of the Letter of Intent. The agreement to be executed will be in Agreement Form specified by RFCL. The cost of the Stamp Papers will be borne by the contractor. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties.

40.0 BIDDER TO ACQUAINT HIMSELF FULLY

The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.

The Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.

Unless otherwise specifically stated in his bid, it will be assumed that all terms and conditions of NIT are accepted by the bidder without any reservations whatsoever.

41.0 PAYMENT FOR PREPARATION OF BID DOCUMENT:

The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

41.1 TERMINATION OF CONTRACT

Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of RFCL under the Contract or otherwise including right of RFCL for compensation for delay the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:

Default or failure by Contractor of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated after written notice if the Contractor:

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

Viii) conceals any material information or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false

41.2 CONSEQUENCES OF TERMINATION

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

- i) RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract plus 25% towards administrative cost, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.
- ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- iii) The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits
- iv) All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc., incurred by RFCL as a consequence of the termination of the contract.
- v) Apart from above RFCL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of RFCL in all units / offices as per RFCL's rules & regulations.

41.3 FORECLOSURE:

If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work or to terminate the contract due to any reason including force majeure, regulations or ordinance of any government or for any reasons whatsoever, the Officer in Charge shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure.

Such foreclosure will be by 15 (fifteen) days' notice in writing and no claim / compensation shall be payable by the OWNER as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONTRACTOR and acceptable to OWNER up to the date of termination.

42.0 RIGHTS OF OWNER

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

In the event the Contractor fails to fulfil his obligations under the CONTRACT, the OWNER shall have the right to get the work done by any other agency/own resources at the risk and cost of the Contractor.

43.0 TIME EXTENSION:

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

The extension of completion date shall also be subject to the right of RFCL to claim a reduction in prices on account of reduction in statutory duties / taxes etc., which may take place during the extended period of completion. However, increase in prices during extended completion period on account of increase in statutory duties/taxes etc., admissible under this work order/contract may be considered only if extension is due to delay on the part of RFCL.

Any extension of time given under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract. The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.

Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause (by way of Security Deposit), the Contractor shall immediately arrange to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition, the contractor shall ensure that the Labour license, Insurance policy are renewed from time to time at his cost during the extended period of contract till the completion of the project.

44.0 CONTINUED PERFORMANCE:

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

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

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

a) The CONTRACTOR shall be governed by and shall comply with the provisions of various applicable labour laws like Contract Labour (Regulation & Abolition) Act 1970, Payment of Wages Act 1936, Employers Liability Act 1938, Employment of Children Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Minimum Wages Act 1948, Employees' State Insurance Act 1948, Employees' Compensation Act 1923 (in the absence of coverage of employees under Employee State Insurance Act, 1948), Employee Provident Fund & Misc. Provisions Act 1952, Maternity Benefit Act 1961, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Equal Remuneration Act 1976, Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (BOCW) along with BOCW Welfare Cess Act 1996, or any modifications thereof or any other law/ Code (s) relating thereto and rules made thereunder from time to time. (THE ABOVE ACTS ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE.)

b) The contractor shall comply with all applicable Central, State statutes/ labour laws/codes/schemes including all other applicable statutory rules and regulations in force relating to the contract and keep RFCL indemnified in respect thereof.

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

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

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

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

for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 15th of the following month in case of depositions under ESI Act).

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

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

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

47.0 Specifications and Drawings:

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

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

(3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the RFCL to the Contractor are deemed to be the property of RFCL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the RFCL on completion of the work or termination of the Contract.

48.0 Signing of "No Claim" Certificate:

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

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

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

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

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

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

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

Performa for proprietorship Affidavit on the stamp paper of appropriate and notary attested

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

1. That on _____ (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s _____ is a sole proprietorship firm.

2. That I am the sole proprietor of the firm named as _____ situated at _____ (full address of firm with pin code).

3. That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and RFCL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

VERIFICATION

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

DEPONENT

Place.....

Date:

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT**(To be prepared on Stamp paper issued in the name of Bank)**

This BANK GUARANTEE No..... made this day of between..... a bank incorporated and having its registered office at(hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICAL LIMITED, a Company registered in India under Companies Act, 1956 and having its Corporate Office at 4th Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh; Pin Code-201301, India (Hereinafter referred to as "Owner") which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated.....(hereinafter called CONTRACT) entered into between Ramagundam Fertilizers and Chemical Limited anda 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 ofas envisaged in the Contract, Contractor has to submit 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 dated effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of Months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum- Performance Bank Guarantee shall become null and void.

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.

H6

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.

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

Dated this _____ day of _____, 202.....

Page 48 of 64

BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD

In consideration of Ramagundam Fertilizers and Chemical Limited (RFCL), having its Corporate Office at 4th Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh; Pin Code-201301 (hereinafter called "RFCL" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt (hereinafter called the, the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender nofor..... Hereinafter called "the said tenderer" of such bid security deposit for the due fulfilment by the said tenderer(s) of the terms and conditions contained in the said tender on production of bank guarantee for Rs..... (Rupees only).

1. We Bank hereinafter referred to as 'The Bank' do hereby undertake to pay to RFCL an amount not exceeding Rs.....(Rupees.....only) against any loss or damage caused to or suffered by 'RFCL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us.

2. WeBank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'RFCL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'RFCL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this shall be restricted to an amount not guarantee exceeding Rs..... (Rupees only)

3. We..... Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of RFCL under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of RFCL certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the..... to include 3 months claim over and above the period mentioned in the paragraph for the validity of the Bank Guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.

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

5. WeBank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'RFCL' in writing.

Dated _____ day of _____, 2025

Corporate Seal for Bank

PERFORMANCE BANK GUARANTEE FORMAT

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called Bank) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICAL LIMITED, a Company registered in India under Companies Act, 1956 and having its Corporate Office at 4th Floor, Wing -A , Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh ; Pin Code-201301 , India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement No. dated _____ (hereinafter called CONTRACT) entered into between Ramagundam Fertilizers and Chemical Limited (hereinafter called OWNER and _____ a company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract. Contractor has to submit a Performance Bank Guarantee for Rs _____ (Rupees _____ only).

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

Now this Deed witness as follows:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ (Rupees _____ only) at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Performance Bank Guarantee is limited to Rs. (_____ Rupees only).
2. This Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning/ Erection/Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Performance Bank Guarantee shall become null and void.
3. This Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Performance Bank Guarantee will remain in force initially 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. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL (Owner)

7. The Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

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

Dated_____ this_____ day of_____ 202 (Indicate the name of the Bank with stamp)

Proforma for Indemnity Bond

THIS DEED OF INDEMNITY made between M/s.....having its registered office at.....and place of business at..... The Contractor, which expression shall include its successor and assigns of the one part and M/s Ramagundam Fertilizers and Chemical Limited, a company incorporated under the Indian Companies Act and having Corporate Office at 4th Floor, Wing -A, Kribhco Bhawan, Sector-1,; Noida, Uttar Pradesh; Pin Code-201301 (herein under called 'the owner') which expression shall include its successors and assigns of the other part.

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

NOW THIS DEED WITNESSETH AS FOLLOWS:

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

Date.....

CONTRACT AGREEMENT

THIS CONTRACT made -----on this----- day of-----2024 at----- (Place) BETWEEN RAMAGUNDAM FERTILIZERS AND LIMITED (RFCL), a Public Sector Undertaking (PSU) under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Corporate Office at 4th Floor, Wing -A , Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh ; Pin Code-201301 and its Unit/ Office at (hereinafter referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the one Part.

AND

M/s _____ (carrying on business in sole-proprietor/ partnership/ company etc..) having its office/ registered office at (hereinafter referred to as "Contractor", which expression shall be deemed to include his/its representatives/successors and permitted assigns) through its authorized representative of the other Part.

WHEREAS the Owner is desirous of executing certain works as mentioned and described in the Work Order/ Letter of Intent No. _____ dated _____ for total Contract value of Rs. _____ (Rs. _____ Only) and whereas the Contractor has agreed to execute the work as specified in the Tender Documents and Work Order/ Letter of Intent referred to above and also in the contract documents.

NOW THEREFORE THIS CONTRACT WITNESSTH AS FOLLOWS:

ARTICLE – I

1.0 CONTRACT DOCUMENTS

1.1 The following documents shall constitute the contract documents namely: -

- a) This Contract
- b) Tender Document/NIT
- c) Work Order No. _____ dated _____
- d) Letter of Intent / Notification of Award No. _____ dated _____
- e) Contractor Quotation/bid dated. _____
- f) Owner's Tender Document/ NIT No. _____ dated _____
- g) Amendment/ Addendum/ Corrigendum dated _____ (If any) to Tender Document/NIT.
- h) Owner's Letter/email dated _____ (If any).
- i) Contractor's Letter/email dated _____ (If any).

1.2 A copy each of the above documents (a) to (h) are annexed hereto and the said copies have been collectively marked Annexure-I.

ARTICLE –2

2.0 SCOPE OF WORK

2.1 In consideration of the payment to be made to the Contractor as hereinafter provided, he shall with due care, promptness, accuracy and workmanship execute the work in accordance with approved plans, Notice Inviting Tender (NIT), Special Conditions of the Contract, General Terms & Conditions of the Contract, Technical Specifications and the Work Order/ Letter of Intent.

ARTICLE-3

3.0 TERM

3.1 The Contract work shall be duly executed and completed in all aspect and handed over to Ramagundam Fertilizers and Chemical Ltd. within a period of _____ months/year w.e.f. _____ to _____. The time mentioned herein shall be essence of the contract.

ARTICLE-4

4.0 TERMINATION OF CONTRACT

4.1 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 Consultant 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 Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Consultant 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.

-Abandons the work

Or

-Persistently disregards the instructions of the Owner in contravention of any provision of the Contract

Or

-Persistently fails to adhere to the agreed program of work

Or

-Sublets the work in whole or in part thereof without Owner consent in writing

Or

-Performance is not satisfactory or work is abnormally delayed

Or

-Defaults in the performance of any material undertaking under this Contract and fails to correct such default to the reasonable satisfaction of the Owner within fifteen days after written notice of such default is provided to the Contractor

Or

- Conceals or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

4.2 Owner 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 Owner.

Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the eaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

4.3 CONSEQUENCES OF TERMINATION

If the contract is terminated by RFCL for the reasons detailed under clause no. 4.1 of above or for any other reason whatsoever:

- i) RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.
- ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.

- iii) The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
- iv) All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.
- v) Apart from above RFCL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of RFCL in all units / offices as per RFCL's rules & regulations.

ARTICLE-5

5.1 FORCE MAJEURE CLAUSE (FMC)

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

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

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

ARTICLE-6

6.1 INDEMNITY BY CONTRACTOR

The Contractor shall indemnify and save harmless Owner from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Owner by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not directly or indirectly any damage shall have been sustained.

ARTICLE-7

7.1 ENTIRE CONTRACT

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

ARTICLE-8

8.0 NOTICE

8.1 Subject to any provisions in the contract documents to the contrary, any notice, order of communication 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 Post/ Speed Post or email to the Officer/Engineer-In-Charge as defined in the General Terms and Conditions of the contract.

8.2 Without prejudice to another mode of service provided for in the contract documents or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner on the Contractor with reference to the contract shall be deemed to have been sufficiently served upon the Contractor if delivered by Hand or through Registered Post/Speed Post or email to the Contractor at his specified address at _____

ARTICLE-9

9.0 WAIVER

9.1 No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of contract or any obligation 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 or notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce such right remedy, obligation or liabilities as the case may be.

ARTICLE-10

10.0 NON-ASSIGNABILITY

10.1 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, except without written prior permission of Owner.

ARTICLE-11

11.1 DISPUTE RESOLUTION

For Indian Parties

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

A written notice shall be given by the contractor invoking arbitration to Ramagundam Fertilizers and Chemical Limited through Designated Authority (as mentioned in General Terms and Conditions).

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

Where the claim including determination of interest, if any, being claimed, up to the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two

arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

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

The seat and venue of arbitration shall be Ramagundam.

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

11.2 For Foreign Parties

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

The seat and venue of the arbitration shall be at Ramagundam, India.

The language of the arbitration shall be English.

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

11.3 For CPSEs and Government Department

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

ARTICLE-12

12.0 JURISDICTION

Not with standing any other Court or Courts having Jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of Competent Civil Jurisdiction in this behalf at _____ (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.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract in duplicate at the place, day and year first above written.

SIGNED & DELIVERED

For and on behalf of

Ramagundam Fertilizers & Chemicals Ltd

(With Rubber Stamp)

SIGNED & DELIVERED

For and on behalf of Contractor

(With Rubber Stamp)

Date:

Date:

Place:

Place:

In the Presence of:

In the Presence of:

Witness

Witness

1.

1.

Signature _____

Signature _____

Name of Signatory _____

Name of Signatory _____

Address _____

Address _____

2.

2

Signature _____

Signature _____

Name of Signatory _____

Name of Signatory _____

Address _____

Address _____

46

**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)

Schedule of Rates

S.No.	Description	U/M	Quantity	Rate (Rs.)	Amount (Rs.)
A	Providing "Air Conditional Cars of model not older than 2024 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 / Karimnagar / Ramagundam etc.,) Vehicle will be provided at starting location	U/M	Quantity	Rate (Rs.)	Amount (Rs.)
	<i>Rate upto a maximum run of 100 Kms per day (12 Hrs.)</i>				
1	By Swift Dezire/Toyota Etios or equivalent	No.	40		
2	By Tyota Innova Crysta or equivalent	No.	50		
2	<i>Rate per Km for running the vehicle beyond 100kms</i>				
	By Swift Dezire/Toyota Etios or equivalent	Km	6000		
3	By Tyota Innova Crysta or equivalent	Km	2000		
3	<i>Rate per hour for detaining the vehicle beyond 12 hrs.</i>				
	By Swift Dezire/Toyota Etios or equivalent	Hrs	60		
4	By Tyota Innova crysta or equivalent	Hrs	40		
4	Total Price(Sum A.1 to A.3)				
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 2024 as per scope of work	U/M	Quantity		
	1 By Swift Dezire/Toyoto Etios or equivalent	No.	50		
2	By Tyota cresta or equivalent	No.	40		
3	Total Price (Sum B.1 to B.2)				
C	Providing "Air Conditional Cars of model not older than 2024 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	U/M	Quantity		
	<i>Rate upto a maximum run of 600 Kms for two days (48 hrs.) including one night halt charges</i>				
1	By Swift Dezire/Toyota Etios or equivalent	No.	20		
2	By Tyota Innova crysta or equivalent	No.	70		
2	<i>Rate per Km for running the vehicle beyond 600kms</i>				
	By Swift Dezire/Toyota Etios or equivalent	Km	1600		
3	By Tyota Innova Crysta or equivalent	Km	1200		
3	<i>Beyond One-night halt charges</i>				
	By Swift Dezire/Toyota Etios or equivalent	No.	24		
4	By Tyota Innova Crysta or equivalent	No.	48		

4	Total Price (Sum C1 to C3)				
D	Providing "Air Conditional Cars of model not older than 2024 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	U/M	Quantity		
1	Rate upto a maximum run of 600 Kms for 12 hrs.				
a	By Swift Dezire/Toyota Etios or equivalent	No.	30		
b	By Tyota Innova crysta or equivalent	No.	20		
2	Rate per Km for running the vehicle beyond 600kms				
a	By Swift Dezire/Toyota Etios or equivalent	Km	1600		
b	By Tyota Innova Crysta or equivalent	Km	1200		
3	Rate per hour for detaining the vehicle beyond 12 hrs.				
a	By Swift Dezire/Toyota Etios or equivalent	No.	80		
b	By Tyota Innova Crysta or equivalent	No.	60		
4	Total Price (Sum D.1 to D.3)				
E	Providing "Air Conditional Cars of model not older than 2024 as per scope of work "On Call Basis" Anywhere in India, Starting location will be closing location	U/M	Quantity		
1	Rate upto a maximum run of 600 Kms for 12 hrs.				
a	By Swift Dezire/Toyota Etios or equivalent	No.	10		
b	By Tyota Innova crysta or equivalent	No.	10		
2	Rate per Km for running the vehicle beyond 600kms				
a	By Swift Dezire/Toyota Etios or equivalent	Km	6000		
b	By Tyota Innova Crysta or equivalent	Km	6000		
3	Rate per hour for detaining the vehicle beyond 12 hrs.				
a	By Swift Dezire/Toyota Etios or equivalent	No.	300		
b	By Tyota Innova Crysta or equivalent	No.	300		
4	Beyond One-night halt charges				
a	By Swift Dezire/Toyota Etios or equivalent	No.	20		
b	By Tyota Innova Crysta or equivalent	No.	40		
5	Total Price (Sum E.1 to E.4)				
F	Total (A+B+C+D+E)				
G	GST on F (in %.....)				
H	Total Amount (F+G)				

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 _____

CHECK LIST FOR BIDDERS

Sl. No	Documents	Yes/No or N/A
1	Cost of Tender documents: DD No. _____ Amount _____ Date _____ or UTR no. _____ Amount _____ Date _____	N/A
2	EMD DD No. _____ Amount _____ Date _____ or UTR no. _____ Amount _____ Date _____ or BG No. _____ Amount _____ Date _____	
3	Whether all the pages of tender document are stamped and signed & properly tagged with all documents?	
4	Whether Declaration form-I, II & III are filled up and submitted?	
5	Whether self-attested copy of registration of the firm (for partnership firm or Pvt. Ltd./ Pub. Ltd. company) is enclosed?	
8	Enclose latest notarized affidavit towards sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association /Memorandum of Association as applicable)	
9	Self-attested copy of PAN Card	
10	Self-attested copy of GST Certificate	
11	Self-attested copy of EPF Certificate	
12	Self-attested copy of ESI certificate.	
13	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	
14	Undertaking on Party's letter head about Blacklisted/Non-Blacklisted company. The certificate should be exactly in the same format as given in Annexure-XVII & Annexure-VI of the tender document.	
15	Total Turnover of the business in F.Y. 2022-23, 2023-24 & 2024-2025 (Attach copy of Audited Profit & Loss Account and B/S for the Financial Years 2022-23, 2023-24 & 2024-25)	

Sl. No	Documents	Yes/No or N/A		
16	Give details of the major similar contracts handled by the tendering Company/Firm/Agency during last seven years (ending last day of month previous to the one in which applications are invited)			
S no	Details of client	Amount of Work completed (Rs.)	Contract period (From and to)	
A				
B				
C				
D				
(If the space provided is insufficient, a separate sheet may be enclosed.)				
17	Documents showing completion of one similar works of value not less than Rs.45.24 Lakhs (Including taxes) related to provision of similar services in a single contract during the last seven years (ending last day of month previous to the one in which applications are invited) (enclosed copies) OR			
18	Two similar completed works costing each not less than Rs. 28.28 Lakhs (Including taxes) OR			
19	Three similar completed works costing each not less than Rs. 22.62 Lakhs (Including taxes)			
20	Annual turnover of the bidder shall not be less than Rs.16.96 Lakhs.			
23	Enclosed copy of Work orders of similar works and satisfactory performance/completion Certificates having the detailed mentioned as per Annexure-VII (attached)			
24	All annexures have been signed as per the tender document.			