

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITD, RAMAGUNDAM

REQUEST FOR QUOTATION (RFQ)

Ref. No.: RFCL/SITE/HR/Catching of Stray Dogs/CONT-48/2022/

Date:22.03.2022

Sub: Catching of Stray Dogs, Pigs and Removal of Honey Beehives in RFCL Premises (Plant/Township), Ramagundam.

Please submit your offer in the following Price Bid Format.

Sr. No	Description	Unit of Measurement	Percentage of GST (if applicable)	Rate Per Unit (Rs.) Including GST.
1	Catching of Stray Dogs, Pigs from Township/Plant area as and when required with all labours, tools and tackles and vehicle required & transporting the same to the forest area to the places as per the direction of Engineer In Charge (EIC).	No's (Approx. Qty 400 No's)		
2	Removal of Honey Beehives at designated place as per directions of EIC.	No's (Approx. Qty 150 No's)		
In Words:				

In case the annual turnover is more than 20 Lakhs, then service provider must produce the GST number. An undertaking may be provided if turnover is less than 20 lakhs.

Terms and Conditions:

1. Rate quoted above is Inclusive of GST
2. Agency/Vendor shall strictly follow this SOR format for submission of quote.
3. Agency will have to render prompt services with regard to catching of Stray dogs, Pigs and removal of Honey Beehives from Township/Plant area within time schedule.
4. **Earnest Money Deposit and Tender Fees:**

Bidder to submit earnest money of **Rs. 5,000/-** (Five Thousand Only) in the form of demand draft in favor of "Ramagundam Fertilizers and Chemicals Limited" payable at Ramagundam branch or through bank transfer (Account No 36727029257, RFCL Branch, SBI, IFSC Code: SBIN0061777). Tender received without EMD and Tender Fee are likely to be considered un-responsive. Bidders registered under National Small-Scale Industries/MSME Act. are exempted from submission of E.M.D and tender fee. Bidder to submit Non-Refundable Tender/RFQ Fee **Rs.200/-** (Rupees Two Hundred only). EMD will be refunded to unsuccessful bidders after award of contract.

5. Security Deposit:

The security deposit shall be 3% of the contract value. In case of work awarded, which is required to be deposited within 10 days of the issue of the letter of acceptance by the successful tenderer. EMD can be adjusted against Security Deposit.

6. Procedure for Submission of Tender:

The Tender shall be submitted in Two Sealed Envelopes by mentioning RFQ No. and Date on envelopes as under

6.1 Envelope No. 1: EMD & Tender Fee as mentioned in RFQ

6.2 Envelope No.2: Will be super-scribed '**Price Bid**' and shall contain the Item Rate only as per RFQ.

The two envelopes should in turn be put together in a separate envelope duly signed super-scribed with **"Tender for Catching of Stray Dogs, Pigs and Removal of Honey Beehives in RFCL Premises (Plant/Township), Ramagundam"**.

7. Agency shall obtain acknowledgement of **IN** and **OUT** movement of vehicle from the security point at Plant/Township Premises and record the counting of units (Nos. Stray Dogs/Pigs) in the presence of security personnel, the same will be submitted along with running account bill (RA).
8. All the statutory compliances in execution of this contract will be the responsibility of the Agency/vendor. Agency/Vendor shall be liable for any claims including third party claims /claim by statutory authorities for statutory non-compliance as stated above and RFCL shall not in any case whatsoever be held liable for the above claims.
9. Agency shall inform the commencement/completion of work to the Engineer in charge of RFCL, Ramagundam.
10. 100% Payment will be made against the invoice within 30 days from the receipt of Tax invoice complete in all aspects and TDS will be deducted as per law/Income Tax Act/GST.
11. Bid validity period will be 60 days from the date of opening of bids.
12. The rate should be quoted both in figures as well as in words. In case of any discrepancies, the rate quoted in words shall be treated as final.
13. All transportation and other ancillary cost will be in the scope of Agency/Vendor.
14. In case of any untoward/mischiefous incidents occur/happen during the time of executing the contract, the liability vests with the Agency only.
15. Timings of Catching Stray Dogs/Pigs will be **06:00 AM to 06:00 PM**
16. Transporting of the stray dogs/pigs to the forest area to the places as per the directions of Engineer in Charge (EIC).
17. **Indemnification Bond and Agreement on Non-Judicial stamp paper of Rs.200/-** will be executed after issuing **Letter of Acceptance (LOA)** between M/s. RFCL and the Party. (**Formats are enclosed**).
18. The Period of contract will be 6 months from the date of issuing LOA and if required may be extended another six months on the same terms and conditions.
19. Agency should send the duly filled RFQ with authorised signature along with the stamp as per the Procedure mentioned at Sr. No:6 to the office of Chief Manager (HR), Technical Building, Fertilizers City, Ramagundam-505210 latest by 03.00 PM on **06.04.2022**. Bid opening will be on same date i.e.**06.04.2022** by 03:30 PM.

20. Dispute Resolution Clause:

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

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

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

The language of Arbitration shall be English

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

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

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

21. Jurisdiction:

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


(Somnath Sanka)
Chief Manager - HR,
RFCL, Ramagundam,
Mobile No: +91 9490732014,
E-Mail Id: somnathsanka@rfcl.co.in.



Sign of Vendor _____

Stamp _____

Mobile No. _____

E-mail: _____

GST/PAN Card No: _____

Rs 500

NON-JUDICIAL STAMP PAPER

INDEMNITY BOND

----- a Sole Proprietorship having its registered office/Principal Place of Business at ----- represented by its Proprietor -----(hereinafter referred as “**Contractor/Indemnifier**”) which expression shall include its legal heirs, successors and assigns, do hereby execute this Indemnity Bond (“**Bond**”) on this ----day of ---- in favour of:

Ramagundam Fertilizers & Chemicals Limited a Company incorporated under the Companies Act 2013, having its registered office at Scope Complex, Core No. III 7, Institutional Area, Lodhi Road, New Delhi-110003 and corporate Office at 4th Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh, Pin Code 201301 (hereinafter referred to as the “**RFCL**” (“**Principal/Indemnity Holder**” which expression shall include its successors and assigns)

Whereas:

- A. The principal issued a Letter Inviting Bid (LIB)/Request for Quotation (RFQ) No: -----; Dated: ----- for -----.
- B. In pursuance to the LIB/RFQ, a Detailed Letter of Acceptance (DLOA) No: -----; Dated: ----- was issued by the principal awarding the Contract Works to the Contractor.
- C. As part of the LIB/RFQ and DLOA, Contractor is under an obligation inter alia to perform all the work activities related to the Contract Works including supply and engage of the required labour by duly complying with statutory compliances thereof.
- D. As such, this indemnity bond is executed by the Contractor to safeguard the interests of the PRINCIPAL in the event of any liability or cost incurred by the PRINCIPAL, or any claims made against the PRINCIPAL by any person, including respective statutory authorities due to statutory non-compliances of various statutes as required to perform the Contract Works agreed by the Contractor as per DLOA/NIT.

Now, therefore this Indemnity Bond witnesseth as follows:

- i. The Contractor, hereby binds itself to this indemnity bond in favour of the PRINCIPAL and at all times save, defend, keep harmless and indemnified the PRINCIPAL from and against all actions, causes of actions, suits, proceedings, accounts, hostile claims and demands whatsoever either at law or in equity or otherwise howsoever for or on account of the Contract Works undertaken by the Contractor as per the LIB/NIT and DLOA and against all damages, costs, charges and expenses arising or to arise in any manner however in relation to the said Contract Works.

- ii. The Contractor undertakes that it shall be liable in case of all claims, actions, proceedings, costs, demands, notices under any law in force in India or the State of Telangana or both as amended from time to time due to non-compliance of statutory obligation in relation to the employees/labour engaged in the Contract Works by the Contractor, whether due to failure by Contractor or for any other reason and that the PRINCIPAL shall have right to forfeit or recover any amount paid by the PRINCIPAL towards all claims, actions, proceedings, costs, demands, notices arising due to such non-compliance of statutory obligation from any amount payable by PRINCIPAL to the Contractor (or) any Bank Guarantee deposited by the Contractor (or) any amount payable under any Contract/DLOA between Contractor and PRINCIPAL. Further, the PRINCIPAL shall at its discretion may initiate appropriate legal action against the Contractor to recover the amounts which shall be at the cost of the Contractor.
- iii. The Contractor undertakes to indemnify and to make good any claim, cost, damages incurred by PRINCIPAL or imposed upon PRINCIPAL, due to its failure to honour the provisions of this Indemnity Bond.
- iv. This Indemnity Bond shall be in addition to the rights of PRINCIPAL under the Contract/ DLOA entered into between the Contractor and the PRINCIPAL, and shall in no way limit or abridge the rights of PRINCIPAL under the Contract or any other Law.
- v. This Indemnity Bond is irrevocable by the Contractor and shall not be terminable for any reasons whatsoever and shall remain valid for a period as agreed under this Indemnity Bond.
- vi. Notwithstanding the termination of Contract/ DLOA, this Indemnity Bond shall remain enforceable, hold good and remain valid until repudiated or released by PRINCIPAL in writing. Further, PRINCIPAL shall release the Contractor immediately upon the Contractor indemnifying the PRINCIPAL as agreed under this Bond.
- vii. Any dispute or difference between the Parties with regard to this Bond shall be resolved as per the clause 20 of GTCC of RFQ.
- viii. Without affecting the validity of Arbitration clause hereinabove, all matters connected and related to this Bond in all respects, be subject to the exclusive jurisdiction of the courts at Ramagundam Peddapalli District, State of Telangana.

IN WITNESS whereof the Contractor/Indemnifier have signed this Indemnity bond on the day, month and year first herein above written.

For and on behalf of:

(Contractor/Indemnifier)

Witness:

1. _____

Name:

Address:

2. _____

Name:

Address:



FORM OF CONTRACT

THIS CONTRACT made at RAMAGUNDAM (Telangana) on the ----- day of ----- BETWEEN RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, registered in India under the Indian Companies Act 2013, having its registered office at Scope Complex, Core No. III 7, Institutional Area, Lodhi Road, New Delhi-110003 and corporate Office at 4th Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh, Pin Code 201301 (hereinafter referred to as the "Owner" which expression shall include its successors and assigns) of the ONE PART

AND

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

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

NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE-I

1.1 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents, namely:

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

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

ARTICLE-2

2.1 WORK TO BE PERFORMED

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

ARTICLE-3

3.1 COMPLETION PERIOD

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

ARTICLE-4

4.1 JURISDICTION

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

ARTICLE-5

5.1 ENTIRE CONTRACT

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

ARTICLE-6

6.1 NOTICE

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

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



ARTICLE-7

7.1 WAIVER

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

ARTICLE-8

8.1 NON-ASSIGNABILITY

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

ARTICLE-9

9.1 DISPUTE RESOLUTION CLAUSE

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

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

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Ramagundam Fertilizers and Chemicals Limited
(With rubber stamp)

Contractor
(With rubber stamp)

Witness

Witness

1.

1.

2.

2.

