

CORRIGENDUM -3



E-Tender No – RFCL-25

REVISED TENDER SCHEDULE AND CLARIFICATIONS

“Annual Rate Contract for Bagging of Product Urea and loading of the same in Wagons & Trucks and other jobs as per Scope of Work for a period of One Year” at Ramagundam, Telangana Unit

Tender Ref: RFCL/C&P/RFCL UREA BAGGING/2020/1

<i>Sr. No.</i>	<i>Tender Stage</i>	<i>Date & Time</i>
1	Start Tender Document Download	09.09.2020 at 11:00 hrs.
2	Pre-bid meeting	16.09.2020 at 11:00 hrs.
3	End Tender Document Download	06.10.2020 at 15:00 hrs.
4	Due/ last date of submission Bids	06.10.2020 at 15:30 hrs.
5.	Techno-commercial Bids Opening	06.10.2020 at 15:45 hrs.
6.	Price Bid Opening	To be intimated

All other terms & conditions of tender document remain unaltered. For further details, visit website: <http://rfcl.co.in/opentender.php> & www.tenderwizard.com/RFCL. Any Corrigendum / Addendum (s) to this Notice shall be published on RFCL's website / e-tender portal only. The tenders will be submitted online on the web site www.tenderwizard.com/RFCL only.

CLARIFICATIONS TO TENDER ARE AS PER ANNEXURE-1

For & behalf of RFCL

**(Shashi Prakash)
Manager (C&P)**

“Annual Rate Contract for Bagging of Product Urea and loading of the same in Wagons & Trucks and other jobs as per Scope of Work for a period of One Year” at Ramagundam, Telangana Unit

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(E-TENDER NO-RFCL-25)

CLARIFICATION TO NIT TERMS:

S.No	Tender Pg no	Clause No	Description	Query	Remarks
1	12 of 46	1.1	Assistance in Filling, stitching, and loading of filled urea bags of 45.00 kg (Filled urea bag weighs 45.125 kg with a tolerance of (+) 50 gm), positioning into rail wagons (open or closed) and trucks in a countable position. The scope under Item No.1.0 of Schedule of Rates includes:	Maximum number of rakes to be load in a day?	Two
2	12 of 46	1.1	of	Maximum number of trucks to be load in a day?	70-80 , Assuming truck of 10 MT capacity.
3	12 of 46	1.2	STACKING OF FILLED BAGS ON THE PLATFORM OR FILLED BAGS STORAGE AREA AND RE-LOADING IN WAGON AND TRUCKS (REFER ITEM NO.1b of SCHEDULE OF RATES)	What will be height of staking needs to be done by the contractor?	10 Filled bags of Stacking height
4	13 of 46	Common jobs to be followed in scope of work for 1.1 & 1.2 ii)	To spread the bag wrappers / LDPE sheets on the floor of the covered wagon before loading	LDPE sheets will be provided by RFCL or contractor has to arrange it? Who will provide the bag wrappers?	LDPE Sheets and Bag Wrappers in the Scope of RFCL
5	13 of 46	1.2.iv	In case of problem in wagon loading or telescopic conveyors, the wooden steps/ ramp are to be placed and used for loading.	If there is a problem with the wagon loading / telescopic conveyors, RFCL will provide the wooden steps / ramps?	Wooden steps / ramps in the Scope of RFCL

6		1.2.v	To ensure correct weight of urea in filled bags, random checking of the weight of filled bags will be done from all the running stations/ filling machines (16 Nos for Wagons and 4 Nos for Trucks) once for each placement of rail wagons/ trucks i.e. minimum two bags shall be weighed per station per wagon/ truck loaded and also whenever required by RFCL.	The operation, maintenance and tuning the bagging machine is fully automatic and not in the scope/control of the contractor or the responsibility of the contractor thus prospective contractor must not be penalized for any variation in weight of Urea in the bags.	Contractor's man power should ensure the correct operation of Machine and inform the RFCL Engineer for rectification, if any
7	13 of 46	Common jobs to be followed in scope of work for 1.1 & 1.2 vii)	In each shift before starting bagging operation, bag holders and stitching machines will be cleaned of dust with pressurized air.	Pressurized air cleaner for cleaning bag holders and stitching machines will be provided by RFCL? If Yes, No of machines RFCL will provide?	Pressurized Air Cleaner for Cleaning Bag Holders and Stitching Machine will be provided by RFCL
8		1.2.ix	As per requirement of Engineer-in-charge, hammering of bunkers shall be carried out for smooth flow of urea, whenever required.	Hammering of Bunkers will be a regular requirement in monsoon months. Will the contractor be paid extra for this.	No
9		1.2.xi	Opening and closing doors, sealing of wagons need to be taken care.	Who will provide the wire and seals for sealing of wagon doors	Contractor's scope. No extra Charges
10		1.2.xii	Contractor will ensure that during bag closing the number of stitches are being maintained as per direction of EIC.	1. Who will provide the thread for stitching and replacement needles for the stitching machines. 2. Who will be responsible for the replacement of stitching machine needles 3. If contractor is to replace needles what will the extra charges for the same	In the Scope of RFCL.
11	16 of 46	1.2.00	Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job subject to availability. All lifting tools & tackles are to be got tested, wherever applicable, under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job	1. Stay arrangement for works will be provided by RFCL at labour colony? 2. If yes, distance of the labour colony from the bagging plant? 3. If no, Can RFCL provide a dedicated place inside the plant premises where contractor can	No. Not possible

				<p>make temporary construction for it's worker's stay arrangement.</p> <p>This will help the outstation worker's exposure to the society and will reduce the risk of COVID-19. Also it will be convenient to reach their workplace as well.</p>	Not possible
12	20 of 46	1.23.00	<p>QUANTUM OF JOB: The estimated quantity and value of work has been given on the basis of technical assessment and indicates the approximate quantities. The Contractor shall have to execute any or all the jobs depending upon the requirement of the RFCL. However, RFCL will not give any guarantee for minimum billing or minimum quantum of work to be executed against the contract. The rates shall remain firm for the increased or decreased quantities. Payment shall be made on the basis of actual quantities executed.</p>	<p>Suggest for a minimum guaranteed tonnage per month in the contract . Since the contractor has to continue with it's fixed expenses every month and , in initial few months teething troubles may arise.</p> <p>MGT will reduce the uncertainty factor.</p>	<p>It is not possible for per month basis. Kindly adhere to NIT terms and Conditions only.</p>
13	20 of 46	1.26.00	<p>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.</p>	<p>Any alteration to the scope of work detailed in clause 1.20.0 will have to have the mutual consent of the Contractor and any additional work will be paid for by mutual consent between RFCL and the Contractor.</p>	<p>No. However, it will be with-in the scope of work</p>

14	21 of 46	1.28.b	The Engineer In-charge shall normally issue to the Contractor the completion certificate within one month after receiving an application thereof from the Contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respects in accordance with the instructions, specifications of contract documents.	We would request RFCL to make this 15 days to allow the Contractor to submit his Final Bill within 30 days of completion of work.	Submission of Invoices and Payment shall be strictly as per NIT Terms and Conditions.
15		1.35.0	<p>Except where otherwise provide in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning , operation or effect of the contract, or out the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract to be referred to the CEO, Ramagundam Fertilizers and Chemicals Limited or his/ her nominee for appointment of Arbitrator.</p> <p>The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act. 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re- enactment thereof and the rules made there under.</p> <p>If the arbitrator, to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.</p> <p>It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI MCLR applicable to RFCL on the date of award of contract.</p>	<p>In case of any disputes requiring Arbitration it is suggested that the parties both appoint an Arbitrator each and the 2 arbitrators appoint a presiding Arbitrator.</p> <p>All costs towards the holding of the Arbitration and the fees of the Arbitrators will be borne equally by both parties and during the pendency of the Arbitration and Loosing Party will pay the entire cost of the Arbitration.</p>	Not possible. The standard clause as per NIT shall be applicable.

16	29 of 46	<p>SPECIAL TERMS AND CONDITIONS OF CONTRACT</p> <p>1.0</p> <p>b)</p>	<p>Loading operations will have to be synchronized with the working of Bagging Plant. Each conveyor can deliver about 30 to 40 stitched bags per minute. Adequate numbers of stitching and filling machines are expected to be in operation. The contractor will, therefore, have to perform loading operations at a speed so that bags discharged from each stitching conveyor up to the door of wagaon/trucks are loaded promptly into the wagons/trucks or stacked at specified place. It may be noted that stitching of filled urea bags at all the bagging stations are to be performed with double thread stitching machines.</p>	<p>1. If bagging machine is breakdown and unable to work for any mechanical reason or reason which is not attributed to the contractor, the non- performance and the consequence, demurrage, or other commercial implications thereafter will lies on whom? Contractor or RFCL?</p> <p>2. Who will provide the stitching machine? If RFCL, then please clarify if it is a double thread stitching machine?</p> <p>3. 30 bags x 45kg x 16lines x 60 mins = 1296 MT Will RFCL slow down the bagging machines & conveyors to allow the contractor to load the rake in the stipulated free time since if the bagging unit was to run at capacity the required quantity will be ready in less than 3 hours.</p> <p>4. The bagging plant must be synchronized to produce no more than 440 MT per hour</p> <p>5. What will be the methodology adopted by RFCL to ensure only 2200 MT are produced in free time period.</p> <p>6. Please specify.</p> <p>7. Operating the 16Nos loading machine moving the machine at different wagon doors, operating the telescopic part of the machine in whose scope of work?</p> <p>8. If it's in contractor's scope what will be the extra charges for the same?</p>	<p>1. Break down due to equipment failure –shall be in the Scope of RFCL.</p> <p>2. Single thread Stitching machine is at RFCL at present.</p> <p>3. The complete system for wages is designed to load complete rake with in 5.5 Hrs max. with all bagging machines, conveyors, wagon loader with diverter gate working simultaneously.</p> <p>4. Yes. RFCL Plant is designed for Continuous Operation 24x7 and any produced Urea which is Not Bagged shall be sent to SILO and thereafter, Urea will be taken from Silo as well as from plant directly.</p> <p>5. As explained in Point No.4</p> <p>6. As above</p> <p>7. In Contractor's Scope.</p> <p>8. No extra charges as bidder to consider in their scope of work</p>
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17	32 of 46	1.20 Validity of Contract	Contract shall be valid for One year	Since it's almost a new plant, in initial few months teething troubles may arise and there may be shortfall in volume of expected work. Hence it's expected that the contractor may not earn any profit in initial months until the plant is fully operation without hassles. Therefore we submit our request for at least 3 years contract with one year extension upon successful completion of previous 3 years job with yearly price escalation.	Not possible at this stage.
18				Mobilization time to give for 30 days.	Not possible. Follow the standard clause as per NIT
19				How many days planned Shutdown is scheduled for maintenance of the plant?	Depends on the requirement and Normally it's for 30 days in a year.
20				Is there any compulsory quarantine days for workers upon arrival at plant from out stations?	At present No. However, we have to Follow Government Guidelines.
21				Can the contractor schedule his worker's shifts in 12 hrs shift instead of 8 hrs of RFCL shift?	May be done. However compliance to statutory Compliance and obligations to be ensured by the Contractor without financial implication to RFCL
22				Operating the wagon loading machine in whose scope of work? It needs persons skilled with electrical knowledge. a If Contractor, what will be the additional charges for the same?	Contractor's scope. No extra Charges
23		1.2	Mobilization period :	As per clause no. 1.20 of special terms and conditions of the contract, Annexure V , only seven days mobilization period is given which is very short. Mobilization period for a start up operation should be at least 30 days after issuing the LOI because it involves hiring and settling the workers from the scratch.	Not possible. Follow the standard clause as per NIT

24			Required average annual turnover is 13 Crores and Similar Completed work turnover for three, two & one contract is respectively 5.00 Crores if there are 3 contracts, 6.50 Crores if there are two contracts & 10.00 Crores if its only one contract	it is relatively very high when compared to the same nature of work in NFL & other similar industries. It will be very useful to all who are wholly engaged in Chemical Fertilizer handling work if you reduce the turnover & similar work completion limits. And we also request you to reduce the required Working Capital limit of 1.30 Crores as it is 10% of your required average annual turnover.	Not possible to Change at this Stage.
25		Contract Period		As we are all aware that, this work is being commissioned & resources shall also be new. The plant capacity will also reach its name plate capacity gradually during the contract period. So, the successful contractor will put maximum of his energy, expenses toward settling of new workers, familiarization of his supervisory staff & to cope up with scaling up of production simultaneously. As all the above bottlenecks will gradually clear, at the same time contract will expire. This will led to high cost divided by lesser tonnage of product handled leading to higher prices in contract. Our suggestion is to keep this contract period as 3 years.	THERE IS NO CHANGE IN CONTRACT PERIOD
26		Original Documents		List of original documents to be sent by post & address (Delhi/Ramagundam) ?	Original Document Only – EMD-DD and BG. It's E -Tendering hence, Other Original documents is required to be submitted Online Only.
27		Layout		Layout of Bagging Plant & Wagon/Truck loading facility	Layout is enclosed herewith.
28		Annexure III 1.0		Is there any provision for diverting 4 truck loading stations to wagon loading during rake timings.	No, There is NO Such Provision

29		Annexure III 1.1		No of filling position in single bagging machine & Speed of Bagging Machine (No of Bags per minute)	One filling position and Twenty Bags per Minute
30		Annexure III (Round the clock bagging)		As per the bagging operation philosophy, maximum wagon loading is to be done directly (without stack) by operating all stations. After this, bagging may only be required for trucks or 10-20% stacking (if required) before the next rake. So bagging manpower is required to be present in all shifts irrespective of bagging operational or not?	Man power for loading is required during Rake and Truck loading only. However Man power is required in general shift and other shifts for other operations as per SOR / Scope of Work.
31		Annexure IV 1.5.0		Is GST TDS going to be deducted for this contract?	Yes. As applicable
32		Minimum Wages		Minimum Wages applicable at RFCL (Central/State)	Central / State govt., Whichever is Higher. However, No escalation on account of this shall be admissible during the Currency of Contract.
33		ESI		If all workmen are covered under ESIC, then workmen compensation insurance is not required. Kindly confirm.	Confirmed, Workmen Compensation Insurance NOT Required.
34		Annexure IV 1.16.0 ©		Is employer's liability insurance is compulsory when all workmen & staff are covered under ESIC act. Kindly Confirm	Yes, Confirmed, Employer's liability Insurance is Compulsory.
35				“ Is Third Party Liability Insurance is mandatory. If yes, kindly specify insured sum.Kindly confirm	Bidders to Follow provisions of Tender Document only.

36		Annexure V 1.20		Mobilization period is very less with respect to kind of job & type of workers required to be mobilized & that too for first time. Our request to make the same 30 days.	Not possible. Follow the standard clause as per NIT
37		Annexure V 3.1 b		Penalty to be 100% demurrage calculations made by railways. Kindly confirm whether penalty will be: example – Calculation made by railway = X Rs Penalty will be X Rs or X + 100%of X	100% of X, i.e, “Amount of Demmurance”
38		Destination Shortage/Excess		What will be the policy for Destination rake point shortage/Excess.	<p>Contractor is required to ensure that each Wagon has been loaded upto the specified Capacity / quantity and same qty should be reflected in Railway Receipt also.</p> <p>Bid document provides for penal provision for under loading in Wagons.</p>
39		Annexure VI 2.0		Any departmental estimate made for required nos of workmen for item no 2.0	Contractor's scope
40		Annexure VI 2.0		Rate for 1.0 (b) is to be 1.5 times 1.0 (a). Would it be auto calculated by system or we have to fill it.	Auto Calculated