



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

## **Ramagundam Fertilizers & Chemicals Limited**

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

**3<sup>rd</sup> & 4<sup>th</sup> Floor, Mohta Building, 4, Bhikaji Cama Place  
New Delhi - 110 066**

**BIDS ARE INVITED FOR  
LINING UP OF**

**“Contract for hiring Mobile crane of 220 to 250 Te capacity  
for RFCL, Ramagundam for a period of one year”**

**E-Tender No: RFCL-19**

**JULY-2020**

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

## Notice Inviting Tender/Letter inviting Bid

Ref. No. RFCL/C&P/Hiring of Cranes/2020/2

Date: 15.07.2020

Sub: **Tender for Contract for hiring Mobile crane of 220 to 250 Te capacity for RFCL, Ramagundam for a period of one year.**

Dear Sirs,

Bids are invited for the work as detailed below:

- |    |                              |  |
|----|------------------------------|--|
| 1. | <b>Name of Work</b>          | Tender for “ <b>Contract for hiring Mobile crane of 220 to 250 Te capacity for RFCL, Ramagundam for a period of one year.</b> ”  |
| 2. | <b>Earnest Money Deposit</b> | Bidder to submit Earnest Money of Rs. 1,00,000.00 (Rupees One Lakh Only) in the form of Crossed / A/c payee Demand Draft in favour of “ <b>Ramagundam Fertilizers and Chemicals Limited, payable at New Delhi</b> ”. Tender received without EMD are likely to be rejected. Bidders registered under National Small Scale Industries/MSME Act. are exempted from submission of E.M.D. as detailed in GTCC Cl. No.1.8.0 |
| 3. | <b>Contract Validity</b>     | <b>Twelve months from the date of issue of Letter of acceptance &amp; extendable for three months if mutually agreed.</b>  |

### **SPECIAL INSTRUCTIONS TO TENDERERS REGARDING E TENDERING**

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

Ramagundam Fertilizers And Chemicals Ltd. NEW DELHI (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to Line-up “**Contract for hiring Mobile crane of 220 to 250 Te capacity for RFCL, Ramagundam for a period of one year**”. through e-tendering. The NIT will be posted on website. [www.tenderwizard.com/RFCL](http://www.tenderwizard.com/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. The NIT shall also be posted on company's homepage i.e, [www.rfcl.co.in](http://www.rfcl.co.in)

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-**

1) Mr. Siva Kumar, CM (C&P) RFCL, Corporate Office, 4 <sup>th</sup> Floor, Mohta Building, Bhikaji Cama Place, NEW DELHI-110066 Mob No. 9980699556 E mail: <a href="mailto:siva@rfcl.co.in">siva@rfcl.co.in</a>	2) Mr. Shashi Prakash, M (C&P) RFCL, Corporate Office, 4 <sup>th</sup> Floor, Mohta Building, Bhikaji Cama Place, NEW DELHI-110066 Mob No. 9717731580 E mail: <a href="mailto:sprakash@rfcl.co.in">sprakash@rfcl.co.in</a>
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b) **M/s. Antares Systems Limited, New Delhi**

1	e-Tendering Registration/ Sign Up Queries	Registration Help Desk	011-49424365	<a href="mailto:twhelpdesk680@gmail.com">twhelpdesk680@gmail.com</a>
2	DSC Queries	Help Desk	011-49424365	<a href="mailto:twhelpdesk377@gmail.com">twhelpdesk377@gmail.com</a>
3	For e-Tendering Support	Help Desk	011-49424365	<a href="mailto:rfcleprochelpdesk@gmail.com">rfcleprochelpdesk@gmail.com</a>
4		Mr. Kamal Mishra Mr. Shankar Kumar	8800115821 8800378610	<a href="mailto:kamalmishra@antaressystems.com">kamalmishra@antaressystems.com</a> <a href="mailto:shankar.k@antaressystems.com">shankar.k@antaressystems.com</a>

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

- Windows 7, 8, 10 professional or higher version
- A computer system with at least 1 GB RAM and Internet Connectivity.
- Internet Explorer 8.0, 9.0 and above or Mozilla Firefox 51 and above.
- Google Chrome Version 42 and above.
- Internet Connectivity with at least 2Mbps speed.
- Java Run Time Engine (JRE – 1.8.0) or higher.
- Microsoft Office 2003 with MS Word and MS Excel
- Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

(b) Pre-Requisites for DSC Registration:

- The Vendor becomes a valid Vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (class II/III DSC)
- Vendors need to procure DSC 24 hrs prior to DSC Registration.
- 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.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.
- DSC of the Vendor will mapped with their User Id once they Login first time.

Note - For more details, refer User Manual section on Home Page of e-procurement portal i.e. [www.tenderwizard.com/RFCL](http://www.tenderwizard.com/RFCL)

(c) Pre-Requisites for Login Credentials:

- For Login credentials, Vendor need to register/ Sign-up on the e-procurement portal by clicking on Sign Up link available at home page.
- Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
- Vendors are advised to change the password immediately on receipt from the e-Procurement portal.
- Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy

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. 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.

5. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class II/ III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
6. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
7. 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.

8. **Tender Schedule:**

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

Tender Schedule for supply & Installation of "Hiring of 220 Te Cranes" is –

<b>Sr. No.</b>	<b>Tender Stage</b>	<b>Date &amp; Time</b>
1	Start Tender Document Download	<b>15.07.2020 at 11:00 hrs.</b>
2	End Tender Document Download	<b>24.07.2020 at 15:00 hrs.</b>
3	Due/ last date of submission Bids	<b>24.07.2020 at 15:30 hrs.</b>
4	Techno-commercial Bids Opening	<b>24.07.2020 at 15:45 hrs.</b>
5.	Price Bid Opening	To be intimated

**Note:**

After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended/ amended. Similarly, no activity can be done before start date & time specified for that particular activity unless the schedule for the same is preponed/amended.

9. The activity defined for vendors are Download of Tender document, Bids Preparation and Uploading of bids. Matching of Prices will be done manually.
10. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.
11. **Tender Opening:**  
The tenders will be opened electronically by us from our NEW DELHI office in the presence of representatives of Vendors who wish to attend the price bid opening. The submission of bids may however be done by vendors from their office or from place of their choice or they can visit our NEW DELHI office and use RFCL's facilities for preparation and submission of their bids. However, bids can't be submitted after the bid submission due date & time as per the schedule.
12. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.
13. RFCL reserves the right to reject or accept any tender without giving any reason.
14. The bids not accompanied with the requisite Earnest Money may not be opened.
15. **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.

16. **Name & Address of Consignee:**

GM (MECH), RFCL site Ramagundam Fertilizers And Chemicals Ltd Distt- Pedapalli, Telangana
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17. **Payment Mode:**

Payment shall be released by ECS (Electronic Clearing System) or EFT (Electronic Fund Transfer). Successful vendors shall provide the requisite details of their Account No., Name & Branch code of Bank, Acceptance/request for release of payment by ECS/EFT, along with their 'Bank mandate form and cancelled cheque', within 10 days of issue of LOI/PO to the Finance and C&P deptt of RFCL, Ramagundam Plant.

18. **GST Nos.**

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY

19. 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. Few Highlights of the benefits proposed to MSMEs are as under:

- *There is an exemption from payment of earnest money to registered MSEs (Applicable only for Manufacturers and not to dealers).*

20. 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) and should be on FOR **RFCL Ramagundam** (Telangana), **including transit insurance**. Transit Insurance shall be covered by supplier. The rates should be quoted both in figures and in words.

21. Your GST Registration No. and Permanent Account No., allotted by the concerned Department should be mentioned in the quotation positively.

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

**(C. Sivakumar)**  
**Chief. Manager (C&P)**

**Encl.: Tender Documents & Schedule of Rates (Annexure I to XIV)**

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

To,  
General Manager (HOanical)  
Ramagundam fertilizers and Chemicals Limited  
Fertilizer City, Ramagundam  
District: Peddapalli (Telangana)  
Pin Code- 505 210

Dear Sir,

I/We hereby submit tender for **“Contract for hiring Mobile crane of 220 to 250 Te capacity for RFCL, Ramagundam for a period of one year”** at Ramagundam fertilizers & Chemicals Limited, Fertilizer City, Ramagundam, Telangana, for a period of one year as per tender separately signed and accepted by me/us, and rates quoted by me/us in attached schedule of rates (Annexure XIV) in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

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

I/We confirm having deposited the Earnest Money of Rs. 1,00,000/- (Rs. One Lakh Only) vide Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam (Not applicable to MSME/NSIC registered as referred in NIT).

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature of Tenderer with Seal

Name & Address: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Mobile/Telephone No. \_\_\_\_\_

**DECLARATION FOR BIDDER DETAILS FORM -II**

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

Sr.	Description									
1.	Name of Applicant/Firm/Company									
2.	Complete Address along with Contact Person name, mobile number and Email Id									
3.	Company Profile									
i)	Private Limited Company/ Undivided Hindu Family/Individual/ Partnership Firm/Co-operative Society/LLP/Others (Please mention)  <b>(Please attach duly attested partnership deed by Notary public (latest Notarised) /Self attested registration copy /Incorporation certificate, Articles of association and memorandum of association and power of attorney who is signing documents on behalf of applicant/firm/company).</b>									
4.	Year of Establishment & Registration No along with documentary proof if any									
5.	If a Bidder has relations whether by blood or otherwise with any of employees (including employees on deputation) of RFCL, the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	<p align="center"><b>YES / NO (If Yes, give the following details)</b></p> <table border="1" data-bbox="815 1115 1458 1357"> <thead> <tr> <th data-bbox="815 1115 970 1272">Name &amp; Designation of the Employee</th> <th data-bbox="970 1115 1214 1272">Place of Posting</th> <th data-bbox="1214 1115 1458 1272">Relation with the Employee</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 1272 970 1357"></td> <td data-bbox="970 1272 1214 1357"></td> <td data-bbox="1214 1272 1458 1357"></td> </tr> </tbody> </table>			Name & Designation of the Employee	Place of Posting	Relation with the Employee			
Name & Designation of the Employee	Place of Posting	Relation with the Employee								
6.	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.									
7.	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.									
8.	Whether bidders are registered or unregistered as per GST Laws. If registered the following details shall be provided-									
9.	GST Registration No. with Documentary Proof.									
10	Service Accounting Code No.									
11	Rate of GST applicable on the quoted rates	IGST ____%	CGST ____%	SGST ____%						
12	We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason whatsoever except for statutory variation against documentary evidence.	<b>Agreed</b>								



13	ESI Registration No. of the bidder to be intimated along with Documentary proof thereof.	
14	If the bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the bidder and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the bidder is not registered as per MSMED Act, 2006. <b>Registration month &amp; Year should be prior to bid submission due date.</b>	
15	Labour license no. of the bidder to be intimated along with Documentary proof thereof. If the bidder does not have labour license, then the bidder shall submit undertaking on their letter head regarding Labour License, as per the following format <p>“ In case this job is awarded to us i.e. M/s_____, we shall obtain Labour License from the appropriate Licensing Authorities i.e. Central / State Government , as applicable from time to time , under the Contract Labour (R &amp;A) Act, 1970 &amp;the rules enacted thereunder and submit a copy of the same to RFCL, Ramagundam before start of execution of contract work in RFCL,Ramagundam.</p> <p>If we fail to submit labour license before start of execution work, we agree for forfeiture of EMD/SD and termination of Contract by RFCL”</p>	<b>NOT APPLICABLE</b>

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature of Tenderer with the seal

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

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

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

**E-BANKING MANDATE FORM**

PRINT ON LETTER HEAD OF CUSTOMER/VENDOR

Ref. No.: \_\_\_\_\_

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

<b>S No.</b>	<b>Particulars</b>	<b>Detailed to filled here</b>
1.	Vendor/Customer Name	M/s. _____
2.	Vendor/Customer Code	
3.	Vendor/Customer Address	
4.	Vendor/Customer E-mail ID	
5.	<b>Particulars of Bank Account</b>	
	i) Name of Beneficiary	
	ii) Name of the Bank	
	iii) Name of the Branch	
	iv) Branch Code	
	v) Address	
	vi) Telephone No.	
	vii) Type of Account	
	viii) Account No.	
	ix) RTGS/IFSC	
	x) 9 digit MICR Code	

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

**SEAL & SIGNATURE of Vendor/Customer**

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

**Bank Stamp:**

**Date:**

**Signature of authorized officer of Bank**

**INFORMATION REGARDING TOTAL CRANES AVAILABLE WITH THE PARTY**

Sr. No	Make and Model of the crane	Safe working capacity in Te	Type of crane	Year of Manufacture

Certified that the above information is correct.

(SIGNATURE OF TENDERER)

Name \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

**DETAILS OF THE CRANE (Quoted by the bidder)**

1	Model of the crane	
2	Make of the crane	
3	Year of Manufacturing of the crane	
4	Maximum safe working load (Capacity) in Tons ( 220 Te to 250 Te)	
5	Main Boom length ( Min. 60 Meter)	
6	Length of the JIB	
7	Minimum turning radius	
8	Average Diesel Consumption per hour	
9	Other information/details, if any	

Note:

Party has to attach the complete load chart and dimensional details of the crane.

(SIGNATURE OF TENDERER)

Name \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

**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" means the RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL), incorporated in India, having its corporate office at 3<sup>rd</sup> & 4<sup>th</sup> Floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066.
2. The "ENGINEER-IN-CHARGE (EIC)" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "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. " RFCL, Ramagundam site" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the RFCL, Ramagundam 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 Terms and Conditions of Contract, Special Terms and 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.
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 & 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 defect liability is over.
15. The "PERIOD OF DEFECT 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 ACCEPTANCE (LOA) or issue of WORK ORDER, whichever is earlier.
17. "GTCC" means General Terms & Conditions of Contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTCC. Any clause under different head shall be succeeded by clause in the succeeding head.

**ELIGIBILITY CRITERIA**

Eligibility Criteria for the Contract for hiring cranes at RFCL, Ramagundam

**A. Technical Criteria**

1. The quoted crane should be owned by the bidder. Manufacturing and registration date of the offer crane should not be earlier than 01.01.2009
2. The bidders should have hired out any cranes during last seven years ending on the last day of the month previous to the one in which the tender is invited. The hiring out of the crane may be without Diesel; however, other consumables are to be in the scope of client.
3. Experience of having successfully completed as mentioned in Clause A.2 above, preferably in process units like power, oil & Gas and Chemical & Fertilizer industries, during last seven years ending on the last day of the month previous to the one in which the tenders are invited.
  - I. One similar completed work costing not less than **Rs. 48.64 lakhs** (excluding taxes) **OR**
  - II. Two similar completed work costing not less than **Rs. 30.40 lakhs** (Excluding taxes) **OR**
  - III. Three similar completed work costing not less than **Rs. 24.32 lakhs** (Excluding taxes)

**B. Financial Criteria**

1. Average Annual financial turnover during last three years ending 31<sup>st</sup> March of the previous financial years i.e 31.03.2019 should be at least **Rs. 243.21 Lakhs**.

**C. Documents to be attached in support of Eligibility Criteria**

1. Documentary proof in support of Clause A.1 of the technical criteria, party shall submit copy of the RTO registration certificate in the name the bidder & invoice of purchase in the name of the bidder. The latest notarised copy of RTO certificate & Invoice to be attached
2. Self-attested copies of Purchase/work Order in support of Clause A.3 of the technical criteria, with full technical & commercial details including work order value along with the completion certificate from the concerned organization regarding the satisfactory performance including the contract period, executed value and date of completion
3. Self-attested copies of Audited financial statement (balance sheet and P&L statements) for the last three years (i.e. FY- 2016-17, 2017-18, 2018-19) in support of clause **B.1**. Whenever the bid closing date is after 30th September of relevant financial year, the bidder has to compulsorily submit the audited financial results for immediately three preceding financial years.

**D. Evaluation Criteria:**

Following evaluation criteria shall be followed:

- a. Techno-commercial bids (unpriced bids) of only those tenderers shall be opened who have deposited the requisite Earnest Money and tender fee, if any as prescribed in the tender document.
- b. The price bid of only such tenderer shall be opened who fulfil the eligibility Criteria as defined under 'A', 'B' & 'C' above and agree to all other terms and conditions as stipulated in the NIT.
- c. The work shall be awarded on overall L-1 basis after evaluation of the bids
- d. 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.

**General Terms and Conditions of Contract**

- 1.1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The Contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in-charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.
- 1.2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job subject to availability.  
All lifting tools & tackles are to be got tested, wherever applicable, under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.
- 1.3.0 **Accommodation and Land for Contractor's Godown / Workshop:**
- 1.3.1 Suitable accommodation will be provided for the Contractor or his authorized representative on chargeable basis, if available.
- 1.3.2 RFCL may allocate land for putting temporary Godown/ workshop for making storage, work site by the Contractor, free of cost.
- 1.3.2.1 The CONTRACTOR shall at his own cost construct temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the RFCL or his authorised representative and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site
- 1.3.2.2 On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the site cleaned as directed by ENGINEER-IN-CHARGE.
- 1.3.2.3 If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose of the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed of as aforesaid.
- 1.3.2.4 RFCL reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise.
- 1.3.2.5 No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.
- 1.3.2.6 **Land for Residential Accommodation:** No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR
- 1.4.0 The contractor shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.
- 1.5.0 **Sub-Contracting:** Sub-Contracting of the job will not be allowed without prior written permission of the owner (RFCL).
- 1.6.0 Statutory deduction on account of Income Tax and GST TDS on works contract shall be made at the rates applicable at the time of release of payment to the bidder.
- 1.7.0 The rates quoted will be firm for the currency of the contract period and will not be subjected to escalation irrespective of any increase what so ever. The rates quoted for materials, if any, are F.O.R. RFCL, Ramagundam and are inclusive of all taxes. No taxes will be paid extra (excluding GST). However, the escalation pertaining to labour deployment component will be allowed as per clause 1.30.0
- 1.8.0 **Earnest Money Deposit:**
- a) The Tenderer should make a deposit of Earnest Money and Tender Fees as prescribed in NIT/Tender by an A/C Payees Demand Draft (Separate for both) drawn on any Scheduled

Bank except Rural or Co-Operative Bank in favour of “**Ramagundam Fertilizers and Chemicals Limited,**” payable at New Delhi. The Earnest Money and Tender Fees shall not be accepted in any other form except specified.

- b) The Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender may not be opened and it may be considered as rejected at the sole discretion of RFCL. However, Bidders firm registered, Prior to bid submission due date, with NSIC/MSE (Micro & small) vendors are exempted from submission of Tender fee and EMD subject to submission of documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- c) In case tenderers are required to collect tenders from RFCL Office, the tender sets may be given upon the submission of the tender fee in prescribed mode/form as above. In case parties download the tenders from the website, tendered are required to submit the respective tender fee along with EMD.
- d) Earnest Money Deposit will be refunded to all unsuccessful bidders after award of Contract/Placement of Order against the tender to Successful bidder. Earnest Money Deposit will be refunded to all technically unsuitable bidders within 30 days after expiry of tender validity period or placement of order against tender whichever is earlier. No Interest shall be payable by RFCL for amount deposited as Earnest Money.
- e) Earnest Money is liable to be forfeited if tenderer:
  - i. Withdraws or modifies offer in full or part during the validity period
  - ii. Failure of the bidder to honour their offer.
  - iii. Does not accept Purchase / Work Order if placed by RFCL
  - iv. Does not confirm of acceptance of order within the stipulated time after placement of order.
  - v. Inability to perform satisfactorily after receipt of order in case of successful bidder.
  - vi. If documents submitted along with the bid are found false, fabricated etc.

**1.9.0 The following tenders will be liable to summary rejection:**

- a) Tenders submitted by Tenderer who resort to canvassing.
- b) Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
- c) Tenders, which contain uncalled for remarks or any alternative additional conditions.
- d) The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender without assigning any reasons thereof.
- e) Tenders received late / delayed.
- f) Bidder’s bid should be workable and price bids quoting “Nil” consideration or “Negative” or “Zero or its derivatives as contractor’s service charge/ profit margin will be rejected summarily.
- g) Bids having less than current minimum wages as specified by Govt of India/Telangana State Govt. whichever is higher and not fulfilling the related statutory requirements as per applicable labour laws/other laws from time to time.
- h) Tenders not accompanying the Earnest Money and Tender fee of prescribed value and prescribed mode/form.
- i) Ring tendering/Cartel formation

**1.10.0** If the Tenderer has relations whether by blood or otherwise with any of the employees (including employees on deputation) of the RFCL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which RFCL shall reserve the right to reject the tender or rescind the Contract.

**1.11.0** The Contractor shall at all times indemnify RFCL against any claim which may be made under the ESI Act 1948, regulation/ scheme or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the Contractor or not.



**1.12.0** In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being in force, RFCL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work, RFCL will recover the amount of the compensation so paid from the Contractor's bill, Security Deposit, Bank Guarantees.

- a) The Contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose, he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employee's share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the ESI Act, its regulations and scheme. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and RFCL will not bear any liability whatsoever on this account. Further, the Contractor also indemnifies RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- b) The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the Contractor shall submit to RFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.

**c) Insurance Cover for Workmen:**

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

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

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

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

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

- 1.13.0** Wages shall be paid by the Contractor to the workman directly into their bank accounts through Electronic Fund Transfer without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.
- 1.14.0** The Contractor may employ such employees/ labours as he may think fit and the employees so employed shall be employees of Contractor for all purposes whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The Contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, RFCL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the Contractor in respect of any matter whatsoever and called upon to make payments on that account, RFCL shall be reimbursed by the Contractor for the same as also any other expenses costs and charges incurred by RFCL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the Contractor, RFCL shall be entitled to claim, demand or compensation from the Contractor in that event. RFCL shall also be entitled to recover the aforesaid amount from the Contractor from any amounts that may become due and payable to Contractor.
- 1.15.0** In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in this document, the stricter terms favoring RFCL will apply. Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent upon any misunderstanding or otherwise will be allowed.
- 1.16.0** The Contractor shall be liable to RFCL for any omission or commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to RFCL.
- 1.17.0** The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
- 1.18.0** The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.
- 1.19.0** If the Contractor gives an undertaking (along with Technical bid) citing that the PF Code will be obtained before start of work and failure to do so, then RFCL shall have the right to terminate the Contract without any compensation or payment.
- 1.20.0 Quantum of Job:**  
The estimated quantity and value of work has been given on the basis of technical assessment and indicates the approximate quantities. The Contractor shall have to execute any or all the jobs depending upon the requirement of the RFCL. However, RFCL will not give any guarantee for minimum billing or minimum quantum of work to be executed against the contract. The rates shall remain firm for the increased or decreased quantities. Payment shall be made on the basis of actual quantities executed.
- 1.21.0 Rights of Owner (RFCL):** If the Contractor is unable to execute the work and any loss is incurred by the Contractor in this respect, it will be to the Contractor's account. The Company may also terminate the contract after giving 15 (Fifteen) days' notice, if in its opinion, the work under the contract is not being done to its satisfaction.  
A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and the OWNER reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action rights and remedies etc. that may also be available

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

**1.22.0 Validity and Extension of Contract:**

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

**1.23.0 FORCE MAJEURE:**

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the Contractor nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Revolutions, Civil Commotion, Strike, Epidemics, Accidents, Fires Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties/bidders hereto or because of any act of GOD. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost diligence whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

**1.24.0 Deleted.**

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

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

- a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The Contractor will be required to obtain prior approval of RFCL for rates payable to him for such extra items.
- b) In case, the Contractor fails to do the extra and/or substituted work. RFCL will have the option to get the work done through another agency at the Contractors' risk and cost as per clause no. 1.21.0 of General Terms and Conditions.

**1.27.0 Security Deposit:**

- a. The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract value.

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

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

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

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

**a. Measurement and Billing:**

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

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

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

**b. Running Account Payments:**

All running account payments shall be considered as advance payment against the final bill payment and not as payments for work actually done.

**c. Completion Certificate/Final Bill:**

The Engineer In-charge shall normally issue to the Contractor the completion certificate within one month after receiving an application thereof from the Contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respects in accordance with the instructions, specifications of contract documents. The Contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared in the prescribed proforma with reference to the total work covered by the contract. Such bill to be drawn up applying the applicable rates specified in the schedule of rates to the relative measured quantities. The final bill shall also include all additional claims of the Contractor and considered as conclusive.

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

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

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

**d. Final Certificate:**

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

**1.30.0 Terms of Payment:**

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

**c. Escalation in Rates:**

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

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

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

S.No.	Category	Old Rate (Rs./day)	New rate (Rs./day)	Difference (Rs./day)	Proportion factor (Rs.)	Manpower deployed (No's)	Wt.avg difference (Rs./day)
1	<b>A</b>	<b>B</b>	<b>C</b>	<b>D=C-B</b>	<b>E=D/B</b>	<b>F</b>	<b>G=E*F</b>
2	Skilled	522	*527	5	0.0096	5	0.0479
3	Semi-skilled	*433	*437	4	0.0092	2	0.0185
4	Un-skilled	*370	*373	3	0.0081	11	0.0892
5				<b>Total</b>	<b>0.0269</b>	<b>18</b>	<b>0.1556</b>
<b>Wt. avg factor (G5/F5)</b>							<b>0.0086</b>

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

**d. Tax Liability:**

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

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

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

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

- i. Invoice number and date
- ii. Customer name
- iii. Shipping and billing address
- iv. Customer and tax payer GSTIN
- v. Place of supply
- vi. HSN code/ Accounting code of services
- vii. Taxable value and discounts
- viii. Rate and amount of Taxes i.e. CGST/SGST/IGST
- ix. Item details i.e. description, unit price, quantity

In the event that the Contractor fails to provide the invoice in the form and manner prescribed under GST act, RFCL shall not be liable to make any payment against such invoices.

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

All revisions, rectifications, modification, settlement of taxable value or tax charged may have to be carried out through debit notes and credit notes as early as possible. Further, Credit note shall be issued not later than September month following the end of the financial year in which supply was made or date of filing of the relevant annual return,

whichever is earlier. If Contractor fails to issue debit/ credit note as the case may be RFCL may withhold the payment till rectification of such differences.

**g. Uploading of Taxable Invoices:**

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

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

**1.31.0 Preservation of Free Issue Material:**

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

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

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

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

**1.33.0 Issue of material from RFCL:**

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

**1.34.0 Issue of Gas Cylinder:**

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

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

**1.35.0 Material Transportation:**

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

**1.36.0 Price Reduction Schedule:**

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

**1.37.0 Engineer-In-Charge:**

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

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

**1.39.0 Conciliation & Arbitration:**

Except where otherwise provided 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 of the matters relating to the contractor 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 Parties to the contract be referred to the Designated Unit Head / E.D /CFO/CEO, Ramagundam Fertilizers and Chemicals Limited or his / her nominee for appointment of Arbitrator.

The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under shall govern the Arbitration proceedings.

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/PLR / Base Rate as applicable to RFCL on the date of award of contract. The arbitration shall be conducted in English. The award shall be final and binding upon the parties.

**1.40.0 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 misbehaves or causes any nuisance or otherwise in the opinion of the Engineer-In-Charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer -In-Charge.

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

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

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

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

**1.42.0 Contractor to Execute Agreement:** The Contractor's responsibility under this Contract will commence from the date of issue of the LOA / DLOA. The Tender Documents, Other Documents exchanged between the Tenderer and RFCL, the Letter of Acceptance, DLOA and



Work Order shall constitute the Contract. The successful Tenderer shall have to execute an Agreement with Ramagundam Fertilizers and Chemicals Limited, on a non-judicial stamp paper as notified by Telangana state (Presently Rs.200.00) purchased from Ramagundam/State of Telangana, within 10 (Ten) days of date of issue of LOA/DLOA OR Start of Work whichever is earlier. The cost of stamp paper shall be borne by the Contractor. The agreement shall remain valid for the initial period of WO and all extensions. No separate agreement for extension period shall be required.

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

**1.43.0 Bidder to Acquaint Himself Fully:**

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

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

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

**1.44.0 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.

**1.45.0 Termination of Contract and its Consequences:**

**1.45.1 Termination of Contract**

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

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

- a. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets or any insolvency proceedings have been initiated under Insolvency Bankruptcy Code, 2016, Or
  - b. Abandons the work, Or Persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or
  - c. persistently fails to adhere to the agreed program of work
- Or
- d. Sublets the work in whole or in part thereof without RFCL's consent in writing assigns, transfers or sublets or attempts to do so., Or
  - e. Performance is not satisfactory or work is abnormally delayed, Or
  - f. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of RFCL within fifteen days after written notice of such default is provided to the Contractor.
  - g. Failure to pay minimum wages to the employees/workmen of the Contractor and related statutory payments to the concerned authorities for consecutive period of Three months, or
  - h. In the event of theft/untoward incident happened due to act of Contractor and/or its employees, or
  - i. Ring tender/Cartel formation/Non-bonafide method, or

- j. RFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the RFCL.
- k. Failure to submit the PF code before start of Work and labour license, if applicable, along with first RA bill.

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

**1.45.2 Consequences of Termination:**

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

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

**1.46.0 Deleted**

**1.47.0 TIME EXTENSION:**

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

**1.48.0 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 RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

**1.49.0** The Contractor shall comply with the provisions of Factories Act, 1948 & Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.

**1.50.0** The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, Bonus and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.

**1.51.0** The Contractor shall ensure that the payment of the minimum wages to the labourers through EFT, specified by the government (State Government or Central Govt. whichever is higher) from time to time, has been made in accordance with the Minimum Wages Act. If at any time, it is noticed or it comes to the knowledge that the payment, to the laborer's employed by the Contractor, is not made in accordance with the Minimum Wages Act, RFCL shall reserve the right to take remedial action to regulate the payments.

In case contractor fails to provide the requisite documents pertaining to statutory payments of contract workers along with the bill, an amount equivalent to 40% of the billed amount pertaining to labour wages may be withheld to take care of fulfilment of statutory requirements such as PF, ESI, Bonus, leave payment etc. by the contractor. Further, the

Contractor has to make the payment to his workmen on or before 7th day of the following month directly into their bank accounts. In case Contractor fail to do so, RFCL being the Principal Employer will disburse the payment to Contractor`s workmen employed for this work and deduct the amount so paid from his bill. For this, RFCL will recover additional 25% of the total wage bill of the labour, as departmental/ administrative charges.

**1.52.0 Loss to Owner (RFCL) during execution of Contract:** It is understood by the Contractor that in the event of any losses/damages caused to the owner (RFCL) due to the reasons whatsoever within his control and the same losses/damages are approved, the Contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law. Except with the written consent from RFCL, the Contractor shall not disclose the contract or any provision of the contract to any third party

**1.53.0** The Contractor shall ensure that all formalities, permissions, licenses required be complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement / employment of laborers are duly complied with along with maintenance of all records and registers as required under laws. The Contractor shall indemnify and keep indemnified RFCL from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any provisions pertaining to labor laws and/or against any claim, action or demand by any workman/ employee deployed by the Contractor or any third parties, in relation to work under this Contract.

**1.54.0 Deleted**

**1.55.0 INDEMNIFICATION**

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

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

**1.57.0 Time Limit for Any Claim:**

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

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

**1.59.0 Priority of documents:**

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

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

**1.60.0** Contractor engaging 20 or more workers must obtain valid Labour License for employing no., of persons as Contract Labour and it should mention the location and the maximum no. of

contract labours to be employed/ engaged before actual execution of work and copy be forwarded to HR Dept., before actual execution of work. The contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued on that behalf by the Licensing Officer. The license may be renewed as per the requirement.

**1.61.0 PROHIBITION OF CHILD LABOUR:**

Engagement of child labour/adolescent is prohibited and any one violating this clause will be black listed and whenever there are violation of the provisions, the Company will resort to legal action as deemed fit. Person below the age of 18 should not be employed

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

**1.63.0 Weekly Off/Holiday:**

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

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

**SPECIAL TERMS AND CONDITIONS****1. Preamble:**

Ramagundam Fertilizers And Chemicals Limited is a Joint Venture Company is reviving the Ramagundam unit of erstwhile FCIL Urea plant with a capacity of 3850 MT/Day. The equipment erection have been completed. The commissioning of the plant is to start. The RFCL, Ramagundam site is located in Peddapalli District of Telangana. For ***various commissioning and maintenance activities require a Tyre mounted mobile crane of minimum capacity in the range of 220 Te to 250 Te with main telescopic boom of not less than 60 mtr and fly jib.***

**2. Scope of supply:**

- 2.1 Our requirement is 220 Te capacity Tyre mounted mobile crane with main telescopic boom of not less than 60 Mtr and fly jib. However, the party shall provide tyre mounted mobile crane of capacity between 220 to 250 Te main telescopic boom of not less than 60 mtr and fly jib. Party shall furnish the details of the crane they offered for hiring along with the technical bid in the FORM V of Annexure I.
- 2.2 The crane should be in healthy condition without any oil /diesel leakage. Engine should be in healthy condition.
- 2.3 The safety system and load indicating system should be in healthy working condition.
- 2.4 The party shall depute experienced crew for operation and maintenance of the crane without any extra cost to RFCL.
- 2.5 Party shall depute the operator, who is medically and mentally fit for operating the cranes. He should be well versed with the operation of the crane and sign & signals of the crane operation. He should have valid license (heavy duty Driving License) to operate the crane. In case
- 2.6 any replacement is required during the contract ,contractor will ensure to provide the same immediately.
- 2.7 Party shall submit the load chart and dimensional drawing of the crane along with the offer.
- 2.8 Normal working hours of the day shall be from 08 30 hrs to 17 30 hrs. However the crane can be operated any time in a day as per requirement of the plant. No extra payment will be made by RFCL for operating the crane beyond the normal working hours
- 2.9 The Party shall make necessary arrangement to deploy the crew members for crane operations including Operator , any time to meet the requirement of the plant as per the instruction of Engineer In Charge, without any extra cost to RFCL
- 2.10 The Lubricants, Diesel and other consumables will be in the scope of supply of bidder.
- 2.11 RFCL shall provide boarding and lodging to your crew of two persons, if available on chargeable basis.
- 2.12 A Comprehensive insurance for the crane, including the insurance coverage for the crew members, third party coverage of not less than 10 lakhs and against any damage to RFCL for an amount not less than the amount of LOA shall be taken by the party and same to be submitted by the party before start of work.
- 2.13 Load testing of the crane shall be carried out after assembly of the crane at our RFCL, Ramagundam site. Party should submit the load test certificate endorsed

from any competent Engineer authorized by Government of Telangana. This certificate should have validity for the entire hiring period. Obtaining the certificate shall be the scope of the party, without any extra cost to RFCL

- 2.14 The rental charges will start from the time on which the crane reached our RFCL, Ramagundam site in fully assembled condition along with the load test certificate as mentioned in clause 2.11 and 2.12.
- 2.15 The hourly operation charges shall be counted from the time when the crane positioned in its outrigger. The actual timing of operation will be counted.
- 2.16 The hourly operation charges shall be same for all twenty four hours of the day, for all calendar days including Sundays, holidays etc.
- 2.17 Party shall provide the crane with all its accessories like fly jib, hooks of different capacities.
- 2.18 The party should bring the necessary spares like filters, cleaners, lubricants necessary for the regular and preventive maintenance of the crane along with crane. The preventive maintenance shall be carried by your crew as and when required. However it should not affect the operation of crane in turn the maintenance or erection work in the plant.
- 2.19 Party shall submit the list of cranes available and in the prescribed FORM IV of Annexure I.
- 2.20 Party shall furnish the details of the similar jobs carried out by them.
- 2.21 The date of requirement will be intimated well in advance. Party should ensure the deployment of crane on that date in fully assembled after completing all formalities mentioned in Clause No 2.11 and 2.12
- 2.22 Mobilization/Demobilization charges will be lump-sum charges for travelling the crane along with crew members, its parts to our RFCL, Ramagundam site, assembly of the crane if any at RFCL Ramagundam, testing of crane operations, dismantling of crane if any after completion of contract period and travelling back from RFCL Ramagundam.
- 2.23 No rental charges shall be payable for the mobilization and demobilisation period.
- 2.24 Getting road clearance certificate or any other statutory clearance from state authorities or taxes/levies to be paid, shall be in the scope of the party without any extra cost to RFCL.
- 2.25 Any entry permit/working permit required inside the RFCL Factory premises will be issued by RFCL.
- 2.26 The supporting crane required for the erection and dismantling of fly jib, replacement of hooks shall be provided by RFCL on free of cost.
- 2.27 All the Slings and other Lifting tackles required for carrying out the job will be in the scope of RFCL.

### **3. Payment Terms**

The following is in addition to the terms mentioned in clause 1.30.0

- a. The party shall raise the bill for Mobilization charges after deployment of crane in fully assemble condition alongwith crew members and completing all formalities mentioned in clause 2.11 at RFCL Ramagundam. The same shall be paid within 15 days from the date of receipt of the invoice from the party.
  - b. Payment of the monthly rental charges and Hourly operating charges shall be payable as per clause 1.30.0 (e) of GCC and recovery if any as per clause 2.10 & statutory deductions.
  - c. The party shall raise the bill for de mobilization alongwith the Final Bill.
4. **Price Reduction Schedule:** The Clause 1.36.0 of GTC stands modified to the extent that If there is any breakdown, the same should be attended immediately by the party without any extra cost to RFCL. If the crane is continuously under breakdown for more than four hours in a week or more than twelve hours cumulatively during thirty days,

no Rental charges shall be paid for the period of break down and in addition penalty will be imposed equal to the Rental Charges on pro-rata basis.

5. The bidder shall sign and submit the integrity fact in the prescribed format (**Annexure XII**)
6. Party shall submit the Bank Solvency certificate in the prescribed format (**Annexure XI**) from their bankers.
7. Party shall submit the daily logbook alongwith the bills in addition to other relevant documents mentioned in the tender
8. The estimated quantities indicated in the SOR are for evaluation purpose only. Payment will be made for the actual work done.
9. The following clauses of General Terms and Conditions will not be applicable to this contract
  - 1.30.0.c
  - 1.31
  - 1.33
  - 1.32.0
  - 1.34.0
  - 1.9.0.f.
  - 1.9.0.g.
  - 1.55
10. Notwithstanding anything contained herein, any additions, modifications, amendments to this NIT/Tender document any be done by RFCL, which shall be acceptable by bidder(s)
11. The third paragraph of Clause 1.39.0 of GTC may be read as

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 Base Rate as applicable to RFCL on the date of award of contract. The arbitration shall be conducted in English. The award shall be final and binding upon the parties.
12. The following clause supersedes the clause 1.27.0 of GTC
  - a. The Security Deposit shall be 10% of the contract value.
  - b. In case of work awarded, Security Deposit shall be 10 % of the Contract Value which is required to be deposited within 10 days of the issue of the letter of acceptance by the successful tenderer. EMD can be adjusted against Initial Security Deposit.
  - c. Alternatively, Successful bidder can furnish Performance Bank Guarantee (PBG)/ Bank Guarantee (BG), in lieu of SD, from any Nationalized / Scheduled Bank except Rural and Co-operative bank equivalent to the 10% of the contract value valid up to the expiry of Defect Liability period + three months claim period within 10 days of the issue of the letter of acceptance (As per proforma attached at Annexure VII).
  - d. No interest shall be paid on security deposit. EMD shall be considered as part of SD.
  - e. RFCL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to RFCL from the successful tenderer/Contractor.
  - f. Security deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer/Contractor shall be returned to contractor after obtaining 'No objection certification' from

executive department after expiry of 'Defect Liability Period' on demand within 30 days.

- g. If the Contractor submits security deposit in the form of Bank Guarantee (BG) as above EMD shall be refunded along with first RA Bill payment.
- h. Security deposit shall be forfeited in case the vendor fails to execute the order.

**13. SHORT-CLOSURE OF CONTRACT:**

The contract may be short-closed upon serving the Notice from RFCL to Contractor at its sole discretion. In that case the notice will for the de mobilization will be issued 7 days in advance and the monthly rental charges shall be payable on pro rata basis till the date of de mobilization informed by RFCL.

**14. Schedule of Rates (SOR):**

- a. The bidder shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted
- b. The Bidder shall quote Single Rate. Any bid with the multiple rates quoted will be summarily rejected.
- c. The Rates quoted should be inclusive of all Taxes except GST. Unless specified to the contrary in the bid, all present taxes and statutory levies other than GST shall be borne and paid for by the bidder. The GST will be reimbursed to the contractor against Tax invoice. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by RFCL.
- d. The rates should be quoted only in Indian rupees and should be indicated both in words as well as figures. In case of any discrepancy, the rates quoted in words shall be treated as final. When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked accordingly corresponding to rate quoted in words. Any corrections made in the prices shall be authenticated with signatures at all places.
- e. Rates filled in by bidder in SOR are immutable and final. If the bidder has forgotten or missed any item at the time of quotation, only NIL rates shall be considered. Bids shall be evaluated as per evaluation criteria of NIT.
- f. Wage Per Day Per Person (including statutory benefits with full break-up (Basic & VDA, ESI, EPF, Bonus Gratuity and others) (Minimum wages prescribed by the Minimum Wages Act of the Central Government/State Government whichever is higher should be protected.
- g. Entire amount of wages left out after deduction for statutory benefits to the personnel engaged will be paid to them in full by RTGS/NEFT into the individuals Account and proof of the same will be submitted along with the bills.



**Undertaking on Bidder's Letterhead**

With reference to NIT No. \_\_\_\_\_ dt. \_\_\_\_\_ of Ramagundam Fertilizers and Chemicals Limited, Ramagundam for at RFCL Ramagundam I/We \_\_\_\_\_ S/o. Shri \_\_\_\_\_ R/o \_\_\_\_\_ Authorized Representative of (the institution) \_\_\_\_\_ do hereby affirm and declare as under:

- i. That our Institution/sister concern etc. has not been blacklisted or put on holiday by Any Institutional Agency/Government Department/Public Sector Undertaking.
- ii. That no other Institution/Sister Concern/Associates belongs to the same group are participating/submitting the Tender for the job.
- iii. That the information furnished by me/us in respect of above Tender is true and correct and nothing has been concealed. In case of any information is found to be false and incorrect at any stage, RFCL shall be fully competent to take the necessary action deemed fit.

Certified that the contents of the above paras are true and correct to the best of my knowledge and belief and nothing has been concealed therein. Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_ 2019.

**Seal & Signature Of The Bidder**

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

**(To be prepared on Stamp paper of Rs.500 issued in the name of Bank)**

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED a Company registered in India under Companies Act, 2013 and having its registered office at **3<sup>rd</sup> and 4<sup>th</sup> floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066** India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon expiry of \_\_\_\_\_ months from the issuance of Commissioning / erection / completion certificate according to terms of contract the Security Deposit-cum-Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited, and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.
8. The last date of claim under this Security Deposit-cum-Performance Bank Guarantee shall be \_\_\_\_\_ (date of expiry + 3 months).

Dated \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2019

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

**Proforma for Indemnity Bond**

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

This DEED OF INDEMNITY made between M/s .....having its registered office at .....and place of business at..... (hereinafter called `The Contractor`), which expression shall include its successor and assigns of the one part and M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED , a company incorporated under the Indian Companies Act, 2013 and having its registered Office at **3<sup>rd</sup> and 4<sup>th</sup> floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066** (hereinunder called 'the Owner') which expression shall include its successors and assigns of the other part

WHEREAS the Owner has placed a Work Order No. ....on the Contractor for .....and whereas one of the conditions of the said Contract, is that the Owner will supply to the contractor free issue Material for..... As specified in the said Contract for the purpose of .....

.....and WHEREAS the Owner has agreed to send the said Free issue Material in the terms of the said Contract upon the terms that the Contractor should enter into covenants hereinafter contained.

**NOW THIS DEED WITNESSETH AS FOLLOWS**

1. In pursuance of the said agreement and in consideration of the promises the Contractor hereby permits and acknowledges that the Contractor holds and shall always hold the said Free Issue Materials (which will from time to time be sent by the Owner to the Contractor) under the said contract, in trust for to the order of and on account of the Owner.
2. The Contractor hereby assume full responsibilities for the said Free Issue Materials shall keep the said Free Issue Materials free of charge to the Owner in the safe place and in good condition.
3. The Contractor hereby agrees to indemnify and keep the Owner indemnified at all times hereafter against all claims, demands, proceedings, losses, damages, costs charges and expenses which may be or brought against the owner of which the Owner may suffer or incur by reason of any loss or damage to the Contractor or its employees caused by the default or negligence of the Contractor or its employees or agent and/or by reasons of breach by the Contractor or its covenants obtained in clause 1 and/or clause 2 hereof.
4. The Contractor agrees that the FIM shall be used only for purpose intended by the Owner.
5. NOTWITHSTANDING anything stated herein above, Contractor's liabilities under this Guarantee is 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 thereunder.

Dated:

**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 **3<sup>rd</sup> and 4<sup>th</sup> floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066** (hereinafter referred to as the "Owner" which expression shall include its successors and assigns) of the ONE PART

**AND**

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

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

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

**ARTICLE-I**

**1.1 CONTRACT DOCUMENTS:**

The following documents shall constitute the contract documents, namely:

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

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

**ARTICLE-2**

**2.1 WORK TO BE PERFORMED**

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

**ARTICLE-3**

**3.1 COMPLETION PERIOD**

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

**ARTICLE-4**

**4.1 JURISDICTION**

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

**ARTICLE-5**

**5.1 ENTIRE CONTRACT**

The contract documents mentioned in Article-1 hereof embody the entire contract between the parties. The parties declare that in entering into this contract they do not rely

upon any previous representation whether expressed or implied and whether written or oral, or any inducement, understanding or agreement and all prior negotiations, representations, contract and/or agreements and understanding are hereby cancelled.

## **ARTICLE-6**

### **6.1 NOTICE**

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

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

## **ARTICLE-7**

### **7.1 WAIVER**

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

## **ARTICLE-8**

### **8.1 NON-ASSIGNABILITY**

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

## **ARTICLE-9**

### **9.1 ARBITRATION**

Except where otherwise provided 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 of the matters relating to the contractor 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 Parties to the contract be referred to the Designated Unit Head / E.D /CFO/CEO, Ramagundam Fertilizers and Chemicals Limited or his / her nominee for appointment of Arbitrator.

The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under shall govern the Arbitration proceedings.

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/PLR / Base Rate as applicable to RFCL on the date of award of contract. The arbitration shall be conducted in English. The award shall be final and binding upon the parties.

IN WITNESS WHEREOF the parties hereto executed this contract on ----the day of -----, 2016 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.

**Certificate of Compliance**

**Of**

**Statutory Provisions of Labour Laws**

Certified that provisions of contract Labour (Regulations and Abolition Act-1970) and other relevant Laws as mentioned below have 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 on (date) \_\_\_\_\_ directly to the bank accounts of the workers, which is as per Minimum wages act, bonus and other acts. No complaint has been lodged till date by any labour of the above contractor, who has paid wages for the month of \_\_\_\_\_. EPF and ESI Contributions for the above referred month have been deposited in r/o manpower deployed as mentioned in Sl. No \_\_\_\_\_ to \_\_\_\_\_ of wage payment register.

1. Minimum Wages Act 1970, Factories Act-1948 &2013, Workman Compensation Act 1923.
2. Employee's Provident Fund & Miscellaneous Provision 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.

(Signature of the contractor with seal)

Authorised Signatory  
Signature & Seal  
(Executing Department)

Verified by  
Authorised Signatory  
Signature & Seal  
(HR Department, RFCL)

Encl: Supporting Documents



**FORMAT FOR SOLVENCY CERTIFICATE**  
( To be submitted on Bank's Letter Head )

REF NO: .....

DATE: .....

To Whomsoever Concerned

This is to certify that to the best of our knowledge and information, M/s \_\_\_\_\_ (Bidders name with complete address), a customer of our Bank, is respectable, and is capable of executing orders to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). M/s \_\_\_\_\_ have been our customer since \_\_\_\_\_ to date and has been granted the following limits, at present, against various facilities granted by the Bank:

1. Type of Account : Cash-Credit/Current/Savings
2. Bank Account No. :
3. Cash-Credit/O.D. Limit (If any) : NO/YES, for Rs. \_\_\_\_\_
4. Financial Standing & Soundness : SOUND/POOR

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials. This certificate is issued at the specific request of the customer.

Yours faithfully,

(Bank Official's signature & stamp)

**Integrity Pact**

(To be executed on plain paper and submitted for tenders having a value of Rs.1 crore or more. To be signed by the bidder and RFCL.)

Ramagundam Fertilizers and Chemicals Limited (RFCL) hereinafter referred to as "The Principal".

AND

hereinafter referred to as "The Bidder/Contractor"

**PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_ . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Action 1 - Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
  - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC

Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

### Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value the amount equivalent to Performance Bank Guarantee.

### Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

### Section 6 : Equal treatment of all Bidders/Contractors/Sub-contractors.

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### Section 7 : Criminal charges against violation Bidder(s)/Contractor(s)/ Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and

performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, RFCL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director,, RFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on RFCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, Ramagundam and Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, RFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

#### Section 9 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of RFCL.

#### Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the

remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1 :  
(Name & Address)

Witness 1 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :  
(Name & Address)

Witness 2 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Check List for submission of Tender**

<b>S.N</b>	<b>Document details</b>	<b>Submitted (Yes / No)</b>
1.	Signed copy of NIT (Signed in all pages)	
2.	Declaration & Performas	
2.a	Declaration for submission of tender form (Form I)	
2.b	Declaration for bidder details (Form II)	
2.c	E Banking Mandate form (Form III)	
2.d	Information regarding Total crane available with the party (Form IV)	
2.e	Details of the quoted crane (Form V)	
3.	Whether crane is owned by the bidder	
4.	Copy of the RTO Registration Certificate w.r.t Quoted crane as owned by bidder	
5.	Manufacturing and Registration Date date of the quoted crane	
6.	Experience of Successfully completed similar works	
6.a	One Similar work (80 %) of the value not less than 48.64 Lakhs (Excluding Taxes)	
6.b	Two Similar Works (50 %) of value not less than 30.40 Lakhs (Excluding Taxes)	
6.c	Three Similar Works (40 %) of value not less than 24.32 Lakhs (Excluding Taxes)	
7.	Average Annual Financial Turnover (FY 2016-17, 2017-18, 2018-19) at least Rs 18.24 Lakhs	
8.	Self-Attested copies of Audited Financial Statement (FY 2016-17, 2017-18, 2018-19)	
9.	Bank Solvency Certificate	
10.	Undertaking on Party's letter head regarding Blacklisting (Annexure XI)	
11.	Integrity Pact (Annexure XII)	
12.	Unpriced SOR (Annexure – XIII)	

**SCHEDULE OF RATES FOR CONTRACT FOR CRANE HIRING FOR RFCL, RAMAGUNDAM**

Ref No. RFCL /C&amp;P/HO/Crane Hiring Dated : XX.07.2020

S.N	Description	Unit	Qty		Rate	Amount (Rs)
1	Monthly rental charges (hiring 220 to 250 Te crane) for the availability of crane all 30/31 days of the month	Month	12	In Figure in INR		
				In Words in INR		
2	Hourly Operating Charges	Hour	2190	In Figure in INR		
				In Words in INR		
3	Mobilization Charges from your works to RFCL, Ramagundam site and back	No	1	In Figure in INR		
				In Words in INR		
4	Demobilization Charges from your works to RFCL Ramagundam site and back	No	1	In Figure in INR		
				In Words in INR		
TOTAL (in INR)						

Total Amount quoted (in words) \_\_\_\_\_

Rate of GST (In percentage): \_\_\_\_\_%

Note:

1. The Tenderer shall quote Single Rate against each item and not the multiple rates in the Schedule of Rates. Any Tender with the multiple rates quoted will be summarily rejected.
2. The rates quoted should be inclusive of all Taxes, Duties, Royalties and other Statutory Levies to be payable but excluding GST. Unless specified to the contrary in the bid, all present taxes shall be borne and paid by the contractor. The rate of GST shall be quoted extra.
3. TDS as applicable shall be deducted from the bill.

**Signature of the tender/authorised signatory**