

TENDER DOCUMENT

FOR

**"Transportation Contract for Supply of UREA Bags from
RFCL, Ramagundam, Telangana to various destinations of
MAHARASHTRA State for a period of One Year "**

E-Tender No – RFCL- 56833



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers and Chemicals Ltd

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

CIN: U24100DL2015PLC276753

Ramagundam

Distt- Pedapally, Telangana.

INDEX

Enclosures shall form part of NIT

1.	INSTRUCTIONS TO TENDERERS	- Annexure-I
2.	ELIGIBILITY CRITERIA	-Annexure-II
3.	SUBMISSION OF REQUISITE DOCUMENTS	- Annexure- III
4.	GENERAL TERMS AND CONDITIONS	- Annexure- IV
5.	PRICE BID FORMAT	- Annexure-V
6.	AFFIDAVIT to be Submitted by Bidder	- Annexure –VI
7.	BANK REFERENCE LETTER	- Annexure –VII
8.	UNDERTAKING BY BIDDER	- Annexure- VIII
9.	INTEGRITY PACT	- Annexure- IX
10.	BID SECURITY FORM (EMD)	- Annexure-X
11.	BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT	- Annexure-XI
12.	FORMAT OF INVOICE	- Annexure- XII
13.	FORMAT OF AGREEMENT	- Annexure- XIII

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INSTRUCTIONS TO THE TENDERER

Ramagundam Fertilizers & Chemicals Ltd is one of the largest producer and marketer of nitrogenous fertilizers in the country. The production unit of the company is located at Ramagundam, District- Pedapalli, State of Telangana.

Urea is dispatched through **directly by road** from the RFCL production unit up-to **storage/sale points** in different states. At RFCL, **Production Unit**, services of transport contractors are required to transport the material (Urea Bags) to the sale / storage points. Parties should go through the contents of this tender document carefully and submit it along with all the required documents / information.

RFCL, Production Unit, services of transport contractors are required to transport the material (Urea Bags) to the sale / storage points.

1. The procurement shall be made through e-tendering process. The offers in this process are required to be submitted electronically in place of offers in 'hard copy under sealed envelope' as being done conventionally. Quotation of bidders against this Tender must be uploaded by prospective bidders on or before the tender closing date & time.

2. **Important Dates:**

The following is an indicative timeframe for the overall process. RFCL reserves the right to vary this timeframe at its absolute and sole discretion and without providing any reasons thereof. However, changes to the timeframe will be communicated to the affected Respondents during the process.

Particulars	Details
Tender Number	RFCL/C&P/TPT/Maharashtra/2024/42 Dated: 25.07.2024
Tender Title	"Transportation Contract for Filled-in Urea bags by Road from RFCL Ramagundam, Telangana Unit to various destinations in <u>Maharashtra State</u> for a period of One Year"
Date of Publishing of Tender	25/07/2024 at 12:00 hrs
Date of pre bid meeting with interested vendors thru Online mode	Not Applicable
Documents Download End Date & Time	14/08/2024 at 16:00 hrs
Bid submission last date & time	14/08/2024 at 16:30 hrs
Technical bid opening date & time	14/08/2024 at 17:00 hrs
Price bid opening date & time for technically qualified parties	To be notified later
Place of Opening of Bids	RFCL's H.O. office, NOIDA
RFCL's website	https://rfcl.abcprocure.com/EPROC/ and www.rfcl.co.in

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 pre-poned /amended.

RFCL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the Vendors by email/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the bidder to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. RFCL shall not be responsible if a bidder is not able to participate in any activity related to this tender due to change in tender schedule.

3. Mode of Tendering

Ramagundam Fertilizers and Chemicals Ltd (RFCL) intends to select a vendor for "Transportation of Fertilizers from Ramagundam, Telangana Unit to various destinations in the state of Maharashtra" as per scope given in the tender document, in **Two part bid system**, through e-tendering. In this regard, RFCL invites offers from eligible bidders. The NIT will be posted on website: <https://rfcl.abcprocure.com> and also at RFCL's homepage <http://rfcl.co.in> where parties will be able to download the tender documents for participation in the e-tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The proposal should be prepared in English in MS Word/Excel format. Bidder may submit the Bid Formats duly filled and signed could be scanned. Other documents could be in PDF format.

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

Other 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

a) 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.
- Bidders are strongly advised to refer Minimum System Requirement document uploaded on <https://rfcl.abcprocure.com> under download section prior registration and participating in e-Tenders invited by RFCL.
- For Quick Bidder Manual, you can refer this link <https://youtu.be/E5fiZVYnfg> for Tender Submission **OR** download "Bidder Manual" from <https://rfcl.abcprocure.com> website **OR** contact us.

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 III DSC).
- Vendors need to procure DSC 24 hrs prior to Registration on <https://rfcl.abcprocure.com>.
- It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc.
- DSC can also be procured from the e-tendering service provider i.e. **e-Procurement Technologies Ltd.**
- Respective DSC Drivers needs to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.
- Vendor should map the DSC with their Log-ID immediately after registration, Email Verification.
- DSC of the Vendor will be mapped with their User Id once they Login first time.

Bidder shall submit their bid and participate in this tender as per the requirements of the e-tendering system. However, in case of any help/clarification Bidder may refer to User

Manual section on Home Page of e-procurement portal i.e. www.tenderwizard.com/RFCL or contact any one of the following: -

a) M/s Ramagundam Fertilizers & Chemicals Ltd

Sh. Sudhir Sharma, Sr. Manager (C&P) Ramagundam Fertilizers & Chemicals Ltd , 4 th Floor, KRIBHCO Bhawan, Sector-1, NOIDA- 201301 Contact No.- 0120-2553-615 e-mail: sudhirsharma@rfcl.co.in	Ms. Mahima Sunaiya Asstt. Manager (C&P) Ramagundam Fertilizers & Chemicals Ltd , 4 th Floor, KRIBHCO Bhawan, Sector-1, NOIDA- 201301 Contact No.- 0120-2553-632, 7999225163 e-mail: mahima@rfcl.co.in
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b) Our Service provider (for e-tender process/procedure related), M/s E-Procurement Technologies Ltd:

1	Approval of Profile & DSC Verification	Help Desk	+91 - 63532 17080, +91-90990 90830	info@abcprocure.com dsc@abcprocure.com
2	e-Tender Submission	Help Desk	+91 9904406300 , +91 9510812960 , +91 9265562821 , +91 6354919566	support@abcprocure.com
3	e-Auction related Queries	Help Desk	+91 - 98799 96111, 99044 07997, 95108 13415	
4	Office Hours: Monday to Friday - 10:00AM to 07:30PM (IST) 1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST) 2nd and 4th Saturday - Holiday			

- To participate in e-tendering of RFCL, please refer "Bidder's Manual on the homepage" on website: <https://rfcl.abcprocure.com> for System requirement, Browser configuration, procedures etc.
- All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. RFCL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified/ rejected and such vendor shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.
- It is mandatory for the Bidders to use the digital certificate in all their bidding Process. For submitting bid through e-tendering, 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. . Guidelines as indicated in <https://rfcl.abcprocure.com> may be complied in this regard. The said digital certificate should bear the name of the Company/ Bidder who is willing to participate in the tender.

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.

- The tender document contains the General Terms and Conditions i.e., Annexure-IV, which shall be duly signed by the tenderer or their authorized representative and uploaded. Tenderers may note that conditional offers shall not be entertained.

8. TENDER OPENING

The tenders will be opened electronically by RFCL at Head Office, New Delhi. The submission of bids may however be done by vendors from their office or from place of their choice within the scheduled due date and time.

Price bid of all techno commercially qualified vendors shall be opened electronically with prior intimation of date and time of opening to all qualified vendors by RFCL. RFCL reserves the right to reject or accept any tender without giving any reason.

9. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.

10. RFCL reserves the right to reject or accept any tender without giving any reason.

11. The bids not accompanied with the requisite Earnest Money may not be opened.

12. 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.

13. Name & Address of Consignee:

DGM (Transportation Dept.), Ramagundam Fertilizers And Chemicals Ltd
Distt- Pedapalli, Telangana

14. 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.

15. GST Nos.

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY

16. 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/Service Providers and not to Traders/dealers).*
- *MSEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSE, shall be allowed to supply/serve for at least 25% of tendered value at L-1 subject to lowering/matching of price by MSEs to L-1.*

17. 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.

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

19. **SAC CODEs**

The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the SAC code of services/item and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST).

Bidder / Vendor shall have valid GSTIN / GST, Provisional ID and provide Invoice/bill and all other documentation (such as E Way bill, transportation copy of invoice/bill, etc.) in such form and manner as may be prescribed under the GST Act and Rules.

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

(Mahima Sunaiya)
Assistant Manager (C&P)



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ANNEXURE-II**ELIGIBILITY CRITERIA FOR BIDDERS of UREA TRANSPORTATION CONTRACT**

S.N	Conditions	Documents required (To be submitted along with Technical bid)
1.	<p>Bidder should be either Company Limited / Partnership firm/Sole Proprietor / Registered Transport union/ having successful experience during the last Seven (7) years in transportation of UREA and other bagged commodities /Coal/Ores/Food Grains/ Fly Ash.</p> <p>Note: "The last 7 years shall be counted from last date of the preceding month in which tender has been Issued."</p>	<p>i) For Public/ Pvt Ltd Company - Name of the Company (Pvt./LLP etc) to be mentioned. Valid Documents viz, Certificate of Incorporation/ Memorandum and Articles of Association, ISO / GST Registration Certificate / Udyog Aadhar / Udyam / NSIC or equivalent or any other certificate issued by statutory Authority.</p> <p>ii) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest).</p> <p>iii) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted</p> <p>iv) For Transport unions/Co-operative societies/Registered societies- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.</p>
*2.	<p>Bidder should have successfully completed transportation of UREA and other bagged commodities /Coal/Ores/Food Grains/ Fly Ash, during immediate last 7 years as mentioned below :</p> <p>One work each not less than Rs. 2.11 Crores Or Two works each of not less than Rs. 1.32 Crores or Three works each of not less than Rs. 1.06 Crores</p>	<p>Copy of Completion Certificate from the organization where the work is executed or any other documents viz copies of Invoices, Challans which corroborates the execution, is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client. (submission of work order copy is not adequate).</p>
3.	<p>The Average Annual financial turnover in the last Three Financial Years (FY: 2021-22, 2022-23 & 2023-24 shall not be less than Rs 79.16 Lakhs -</p> <p>Note:</p> <ul style="list-style-type: none"> In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. 	<p>Bidder shall submit financial standing through Audited Balance Sheet/ Profit & Loss Account for the last three financial years i.e, <u>FY: 2021-22, 2022-23 & 2023-24.</u></p> <p>OR</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p>

	Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited.		
4.	The net worth of the bidders should be positive for the Financial year <u>FY: 2023-24</u> ending on 31.03.2024	A Copy of Audited* Balance Sheet should be submitted in support of your claim. OR * Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).	
*5.	<p>Bidder should have minimum working capital as mentioned below {(as per Audited Financial result of FY : 2023-24)}</p> <table border="1"><tr><td>Rs 26.39 Lakhs</td></tr></table> <p>"Working capital should be current assets minus current liabilities."</p>	Rs 26.39 Lakhs	<p>Copy of audited balance sheet for the Financial year 2023-2024 ending 31.03.2024 should be submitted.</p> <p>Or,</p> <p>Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of Rs 26.39 Lakhs as on preceding month in which tender has been issued.</p>
Rs 26.39 Lakhs			
6.	<p>I. GST Shall be applicable under Reverse charge mechanism.</p> <p>(OR)</p> <p>II. GST Shall be charged by Bidder for Re-imbursement by RFCL.</p>	Submit an undertaking on Party's letterhead for the same if APPLICABLE/NOT APPLICABLE	
7.	<p>I. Bidder Must not be black listed by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder Must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the Holiday list of RFCL.</p>	Self-certification(s) for all three should be submitted on Party's letterhead for the same.	

ANNEXURE-III

SUBMISSION OF DOCUMENTS. (AS PER ANNEXURE -II)

There shall be two-part bidding system for this tender

Part -1: The submission/ up-loading of information, undertakings, documents, certificates etc. for techno-commercial bid part are given as under :

S.	Contents to be uploaded	Referring page no.
1	Details of scan copy of DD/ RTGS/UTR No. towards EMD of Rs.100000/-	
2	I. All Requisite documents as required in BQC. II. A letter of Authorization for the person responsible for day to day activities to be uploaded for all categories.	
3	Affidavit as per Annexure -VI to be uploaded	
4	Declaration of dealing with RFCL as Dealer/PG operator, if any. If yes upload details (on firm letter head).	
5	Income Tax returns for the last three years. (Self-certified)	
6	Permanent Account Number. (Copy of self-certified PAN card of self/firm –as applicable).	
7	Goods and Service Tax Registration No (self-certified).	
8	Latest certificate in original on letterhead of bank as per Annexure -VII	
9	Experience certificates either in original or self-certified for transportation of UREA and other bagged commodities and/or self-certified copies of appointment letters/LOI. Certificates should mention name of the company, period of experience and competence of the tenderer. (Refer Annexure –II, Eligibility Criteria)	
10	Requirement of undertaking regarding registration under MSMED Act-2012 : If the parties submitting tenders for Transportation contract for Unit, Ramagundam, Telangana are registered as Micro/Small/Medium Enterprises as per MSMED act-2012 , the same may be confirmed by the party in form of undertaking given on its letterhead and also upload a copy of the registration certificate in support thereof. (Annexure-I SI No. 16).	
11	Integrity Pact : To be executed on plain paper and to be uploaded along with technical Bid. Bidder will sign the integrity pact as per enclosed Annexure-IX, which is an integral part of the tender document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website viz. www.rfcl.co.in .	
12	Any other relevant information /document.	

Bidders shall be required to upload the digitally signed certified copies of the documents mentioned above for meeting the eligibility criteria along with their unpriced bid on the e-tendering portal. In case digitally signed certified documents are uploaded, bidder shall not be required to submit the original certified documents in physical form. However, in case the above documents (digitally signed) are not submitted through e-tendering portal as per the requirement, bidder shall submit the certified documents in original before the schedule date of opening of Technical bids.

Details to be submitted by the tenderer and to be uploaded along with techno-commercial bid

To

Senior Manager (Contracts & Procurement),
Ramagundam Fertilizers & Chemicals Ltd,
Head Office, NOIDA.

Sir,

Sub: Tender for appointment as Contractor for Transportation of Filled-in Urea Bags at Ramagundam, Telangana Unit

I / We have visited the site of work and satisfied myself / ourselves regarding local conditions. I / We have carefully studied the instructions to the tenderer and general terms and conditions i.e. Annexure – I & IV. I / we have uploaded the documents as per Annexure – II & III for consideration to appoint me/us as Transport Contractor.

1. Name of the Party (Sole proprietor / Partnership firm / Private Limited/ any other, to be specified)
2. Address
3. Telephone No.
4. Name of the Proprietor/Partner signing these documents.
5. E-mail address

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Thanking you.

Yours faithfully,

(Signature & Rubber Stamp)

1.00 GENERAL TERMS AND CONDITIONS

- 1.01** RFCL invites e-tenders for transportation of Urea, normally bagged in 50 Kg. /45 Kg. packing and sometimes in small packings. The contract involves transportation of fertilizers to the various destinations in the state of Maharashtra from RFCL. Ramagundam, Telangana.
- 1.02** The Contract involves Transportation of UREA from Ramagundam, Telangana Unit to various destinations of Maharashtra State in different slabs given elsewhere in this document. **The work for transportation of bagged Urea in normally 45 Kg. bags and in rare cases bagged in smaller quantities.** The UREA will be dispatched from our factory (ex-Ramagundam, Telangana) in trucks. The bagged UREA will have to be transported to various destinations as per the dispatch instructions provided by **Representative of RFCL**

SCOPE OF WORK:

- a) Urea is to be dispatched through directly by road from the RFCL production unit up-to storage/sale points in the Maharashtra state.
- b) At RFCL, **Production Unit**, services of transport contractors are required to transport the material (Urea Bags) to the sale / storage points.
- c) In MF/SWC/CWC, godowns in the state of Maharashtra, the facility of unloading of stocks is not been provided by the institution, Stocks are unloaded by the labour and respective unloading charges are claimed by the truck drivers, subsequently by the Contactor thereof in the head of **"Unloading Charges at Outstation"**.

2.00 DEFINITIONS:

- 2.01** The "Company" shall mean Ramagundam Fertilizers and Chemicals Limited(RFCL) having its Registered office at New Delhi (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns.)
- 2.02** The "Contractor" shall mean the tenderer, whose tender has been accepted and shall include his legal representatives, successors and assigns.
- 2.03** In-charge Marketing shall mean the officer in administrative charge of the Marketing Division of RFCL.
- 2.04** Representative of RFCL shall mean the officer in administrative charge of Ramagundam, Telangana of RFCL.

3.00 SUBMISSION OF TENDER

- 3.01** The tenderer, should upload e-tender after studying the entire tender document and instructions to the tenderers carefully, visiting the sites, for satisfying himself of the local conditions, locations, accessibility of sites, nature, extent and character of operation, may obtain all clarifications before the tendering. Submission of tender implies that the tenderer has obtained all the clarifications required by him. No claim on ground of want of knowledge, thereafter, in such respect will be entertained. The tenderer should quote rates both in figures as well as in words in Rupees per MT Per Km for different movement slabs and Fixed rate in Rupees per MT for slab-wise in the format of Annexure-V.

Tenderers have to tender the rates for transportation, only on slab rates irrespective of existence of truck union. Truck operators union /Transport Cooperatives which are

registered with the registrar, Firms and Societies of the state of Telangana to be supported with a notarized copy of the valid Registration certificate can also participate in the tenders directly but they shall have to tender the rates on slab rate basis. For tenderers other than registered truck operators unions / transport cooperatives, it shall be the responsibility of the tenderer to deal with the union if existing at Ramagundam, Telangana Unit. Tenderer shall have to arrange the trucks as per the requirement on day to day basis. Increase in transportation rates during the contract period or extended period of contract shall be considered only if there is increase in diesel rate by Government of India. The increase shall be allowed as per the formula given in the relevant clause of General terms and conditions of the tender document. The same formula shall be applicable for Truck operators unions / Transport Cooperatives also.

3.02 The Tender submitted shall be valid for a period of 120 days from the closing date of the tender. No tenderer can withdraw his tender or revoke or revise the rates within the aforesaid period of four months. If a tenderer withdraws, revokes, revises the tender rates, his earnest money deposit shall be forfeited.

3.03 The tenderer shall disclose the nature, constitution and registration of the tendering firm and tender document shall be signed by a person or person duly authorized.

3.04 SERVICE OF NOTICE OF CONTRACT.

The tenderer shall furnish name, designation and address of his authorized agent / employees / persons and all complaints, notices, communications and references shall be deemed to have been duly served to the contractor, if delivered to the contractor or his authorized agent or left or posted at the address so given and shall be deemed to have been so delivered in the case of posting on the day on which they would have been dropped in the postal box to such address in ordinary course of post or on the day on which they were so delivered or left. Communications sent by RFCL to contractor on his e-mail address shall also be deemed to have been delivered.

In case of contract by Partnership firms, any change in constitution of its firm shall be forthwith notified by contractor to the Company (RFCL). The impact of such changes on the contract will be decided at the sole discretion of RFCL. Any change in constitution of partnership firm in no way would adversely affect the contract during its tenure including time extension if any, A undertaking in this regard has to be submitted (Annexure 1)

Either party may change a nominated address to another address at the same place / state / district where the contract is being executed by prior notice to the other party immediately.

3.05 COMMENCEMENT OF WORK.

The contractor shall deposit the requisite Security Deposit and also commence the work within seven days after the issuance of LOA (Letter of Acceptance), in writing to this effect from the Company and shall proceed with the same with due expedition and without delay. In case the contractor fails to commence / refuse the work, the Company shall reserve the right to terminate the contract and the Earnest money and Security Deposit so deposited by the contractor will be forfeited.

3.06 The tenderer will quote for all the jobs covered by the tender as per Annexure - V. The transportation rates for the slabs as indicated in Annexure - V. This is required to work out the effective rate of the last slab of movement plan and also at any later date there may be requirement for movement in these slabs depending on the marketing situation/directives of Government. Tenderers not quoting the rates of all the slabs are liable to be rejected.

4.0 VALIDITY OF TENDER

4.01 Tender will be valid for a period of 120 days from the date of opening of technical bids.

4.02 Further any tender :

i) Which contains variations from RFCL's terms.

ii) Which contains a conditional offer,

or

Which fails to provide required information or otherwise is incomplete, or

Which is not accompanied with requisite Earnest Money Deposit, and other documents as indicated at Para 10.00 in the instructions to the tenderer shall be liable to be rejected.

4.03 RFCL reserves the right to accept or reject all or part of an offer at its discretion without assigning any reasons thereof.

5.00 PERIOD OF CONTRACT

5.01 The contract will be valid for a period of **TWELVE MONTHS**, from the date of award. However the contract may be extended for further **THREE** months, on the same rates, terms and conditions, with the mutual consent of the contractor and the RFCL.

5.02 Escalation/De-escalation of rates (Diesel Price adjustment).

Any increase or decrease in the price of diesel rates shall be adjusted on the basis of one litre equal to 4 Km / 10 MT/ Truck., which means for every 40 paise increase / decrease in diesel price, one paise per KM / MT will be allowed in case of increase and will be reduced in case of reduction. The increase or decrease shall be governed on quarterly basis i.e., the increase or decrease during one quarter shall be accounted for in the succeeding quarter. The rates shall remain firm for the intermittent period. The effect of increase / decrease in diesel price shall be considered base rates of diesel at **Ramagundam, for State of Telangana as applicable on the closing date of tender.** *(The formula is based on the truck load of 10 MT., which has been taken for the Administrative convenience and has nothing to do with Motor Vehicle Act (MVA). The contractor has to follow MVA and loading in each truck has to be as per the laden capacity approved and registered.*

The above formula shall be applicable uniformly for truck operators unions / transport cooperatives and all other tenderers during the contract period or extended period of contract.

6.0 EARNEST MONEY

6.1 Tenderers must submit Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only) in the form of:

i) Crossed Demand Draft favoring RAMAGUNDAM Fertilizers & Chemicals Ltd. issued by any Scheduled/Nationalized Bank payable at NEW DELHI. (Details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module). DDs payable at other locations are not acceptable to us. Cheques will not be accepted in any case;

OR

ii) Bank Guarantee in the RFCL's prescribed format from any Nationalized/ Scheduled Bank excluding Rural and Co-operative Banks. The Bank Guarantee shall be valid for a minimum period of 120 days and the Tenderer shall give an undertaking for extension of the validity of the BG in case the same is desired by RFCL. (Details of BG Number and the date, amount, Banker's Name etc. has to be submitted in relevant field/column of online module).

OR

Necessary earnest money will have to be deposited by the bidder electronically online through net banking enable bank account/DD/Bankers Cheque. Bidders are also advised to submit EMO of their bid, at least before the bid submission closing date as it requires time for processing of payment of EMD:

Beneficiary Name	M/S. RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED.
Name of Bank	STATE BANK OF INDIA
Branch	Commercial Branch, 70, The Great Eastern Centre, Nehru Place, New Delhi- 110 019.
Branch code	04298
IFSC No.	SBIN0004298
Current Account	40306767010

- 6.2 EMD in physical form must be submitted directly to RFCL by the Tenderer, with an intimation to C&P deptt so as to reach us before opening of Tender. The details of EMD must be furnished along with the Online Bid should be send to emails: sudhirsharma@rfcl.co.in, mahima@rfcl.co.in
- 6.3 Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by DD or Bank Guarantee, it should be ensured by the vendor that the original DD/Bank Guarantee is received by RFCL before opening time of Techno-Commercial Bids for verification of the details of DD/ Bank Guarantee given online by the vendors.
- 6.4 Earnest Money shall be forfeited at the sole discretion of RFCL, in case tenderer after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order or changes any of the conditions of the tender or changes the rates and/or terms and conditions of the tender within validity period.
- 6.5 Earnest Money of the successful tenderer shall be returned on submission of security deposit.
- 6.6 No interest will be paid on the Earnest Money Deposit of either the successful tenderer(s) or unsuccessful tenderer(s).
- 6.7 MSEs (Micro & Small Enterprises) are also exempted from submission of EMD in accordance with the provisions of PPP-2012. However, Traders /Dealers /Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.
- 6.8 The Earnest Money Deposit will be refunded to the unsuccessful tenderer/s after finalization of tender. EMD of Successful tenderer can be adjusted in security deposit of contract.

NOTE: If bidder opts to submit EMD through RTGS/NEFT then he/she shall submit copy of such transaction details immediately to sudhirsharma@rfcl.co.in and mahima@rfcl.co.in.

- 6.9 The bidders shall submit the following documents in support of claiming exemption of EMD:
- Documentary evidence that the bidder is a Micro or Small Enterprises registered with National Small Industries Corporation or MSEs who are having Udyog Aadhaar / Udyam Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - The above document submitted by the bidder shall be duly certified (in original) by Notary or the Statutory Auditor of the bidder.
 - If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.

7.00 SECURITY DEPOSIT

- 7.01 The security deposit to be furnished by the successful tenderer for the faithful and proper fulfilment of the contract shall be 10% of the value of the Purchase Order/Contract Value (basic PO value excluding taxes). The security deposit for the entire order value will be deposited by supplier with RFCL; C.O. Noida. In case of default, the entire S.D. shall be liable for forfeiture under Purchase Order.

- 7.02 A period of 10 days from the date of issue of LOA for depositing security money direct to RFCL, Ramagundam will be allowed.
- 7.03 The tenderer have the option to submit security deposit through Bank Guarantee. The tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin/Cooperative Bank in the form specified by RFCL against Security Deposit for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of 12 months after the expiry of the contract. The Bank Guarantee should be submitted by Bankers directly to RFCL in a sealed cover and not through Contractor. The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to "State Bank of India, RFCL, Fertilizer City, Ramagundam, Telangana- 505210. (Branch Code:061777), RTGS/IFSC Code: SBIN0061777.
- 7.04 The security deposit shall be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. RFCL shall have the sole discretion to 'Call in' the Bank to pay the whole or part of the amount of Bank Guarantee.
- 7.05 The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.
- 7.06 In the event of any breach of any terms and conditions of the contract, RFCL shall have the right to draw from the Bank guarantee/security deposit either the whole or part of value of Bank Guarantee or Security Deposit and tenderer shall make good the value of Bank Guarantee/Security Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.
- 7.07 The amount so drawn shall not in any way effect any remedy to which RFCL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing hereupon.
- 7.08 The security deposit shall not carry any interest.
- 7.09 No payment will be released until receipt of SD or receipt and confirmation of BG in lieu of submission of 'Security Deposit'.
- 7.10 The security deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by RFCL. It shall be lawful for RFCL, if any difference or dispute is likely to exist, to defer payment of the security deposit or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

8.00 PERFORMANCE / TERMINATION OF THE CONTRACT

- 8.01 If the contractor is unable or fails or neglects to execute the work in terms of the contract, conceal or submit any false documents / information, the Company shall have the option to:
- Terminate the contract, and
 - Get the work done by third party at the risk and cost of the contractor, and
 - The loss so suffered by the Company due to such neglect or failure shall be recovered from EMD / SD or any other payment against bills pending with RFCL.
- 8.02 In case it is found that the information furnished by the contractor regarding the past Transportation experience, and or contents of any documents etc., are found false, company may terminate the contract without giving any notice.
- 8.03 The transport contractor will have to transport the UREA without any trans-shipment/without delay, failing which a penalty of Rs.300/- per truck per week or part thereof will be imposed. Only in case of Accidents/Mechanical failure, Breakdowns with evidence, the penalty may not be imposed at the sole discretion of RFCL

9.00 ASSIGNMENT OR SUBLETTING THE CONTRACT.

The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without any prior consent in writing of the Company. The permitted subletting or assignment of work by the contractor shall not establish any contractual relationship between the subcontractor and the Company and shall not release the contractor of any responsibility under the contract. The contractor shall be responsible for all the acts, deed, defaults, and neglects of the sub-contractor or agent as if the acts, deed, defaults, and neglect were of the contractor.

10.00 QUANTITY (TENTATIVE)

10.01 Total Tentative quantity likely to be transported from the Ramagundam, Telangana Unit is **16,600 MT** to Maharashtra State as mentioned under clause 10.02

10.02 TENTATIVE MOVEMENT PLAN IN DIFFERENT SLABS ex- RAMAGUNDAM, TO MAHARASHTRA FOR ONE YEAR

[A] MAHARASHTRA:

S No.	Slab in Km.	Maharashtra, QTY (in MT)
1	51 – 100	500
2	101 – 150	600
3	151 – 200	3,000
4	201 – 250	5,700
5	251 – 300	6,800
	Total	16,600

Unloading of Urea out of total quantity in Govt. Godowns:

S No.	State	Total Qty, MT	Unloading in Govt. godowns, MT
1	Maharashtra	16,600 MT	1200 MT

10.03. No guarantee shall be given as to any definite volume of work, which will be entrusted to the contractor at any time or during the period of contract. Total quantity /slab wise quantity are estimates only which may increase or decrease depending on market situation No guarantee shall be given for adherence to above mentioned tentative/estimated movement plan. Therefore, contractor shall be paid only for quantities that have been transported.

10.04 The transport contractor will have to supply sufficient number of trucks per day as required during the period of transportation contract, within one hour from the intimation by RFCL's Representative, failing which the consequences thereof will rest entirely with the contractor and penalty as per clause No. 8.03 above shall be applicable.

10.05 No detention charges for trucks, either at rake points or any godowns shall be payable by the Company under any circumstances whatsoever.

11.00 INDEMNITY

Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep the Company or any representative or employee of the Company fully indemnified against any action, claim, or proceedings under the provisions of any rules, regulations, bye laws, notifications, directions or order having the force of law for anything done or omitted to be done by the contractor in contravention of such provisions, etc. for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract.

12.00 TRANSPORTATION FROM RAMAGUNDAM, TELANGANA UNIT

The transport contractor will undertake the job of transportation of UREA ex- RFCL, Ramagundam, Telangana. No Charges including Hundekari charges will be paid. The transport contractor will be responsible for any loss to material transported through trucks.

12.01 The contractor or their authorized representative shall remain in constant touch with RFCL's Representative for information regarding day-to-day requirement of trucks.

12.02 In the event of inclement weather, the contractor shall make adequate arrangement for tarpaulins to avoid damage of material.

12.03 The contractor shall prepare truck wise details of material transported in the prescribed Performa (to be provided by the RFCL later), as per dispatch plan given by RFCL officials.

12.04 The contractor shall arrange to collect all the sweeping from trucks and the same shall be stored in godown(s) separately on weighment basis. The weighment shall be got done in the presence of RFCL representative.

12.05 It will be the responsibility of the contractor to supervise at the time of loading/unloading at destination, any shortage where applicable will be the responsibility on the contractor. Refer Clause 30.0 also.

12.06 The contractor shall make necessary arrangement for safe custody and security of the material till its delivered to dealer/ Warehouse or consignee. Any pilferage / theft of the material will be to the contractor's account.

12.07 The contractor shall be solely responsible for safe custody of RFCL's UREA BAGS in the trucks till the material is supplied to the consignee. In case of any loss / damages or shortage is found, the recovery from the contractor shall be affected as per Clause 29.0 of GTC of this tender document.

13.00 CONTRACTOR TO COMPLY WITH ALL THE LAWS. The contractor shall be responsible to secure compliance with all Central and State laws as well as the rules, regulations, bye-laws and orders of the local authorities and statutory bodies as may be in force from time to time.

Quantity to be carried per truck will be in accordance with regulation of Motor Vehicle Act as applicable from time to time.

14.00 DECLARATION OF TENDERER'S RELATION WITH COMPANY EMPLOYEE.

Should a tenderer or contractor have a relation or relationship with any employee of the Company or in the case of firm or Company of contractors one or more of its shareholders have relations with an employee of RFCL the same shall be declared at the time of submission of the tender failing which the Company may in its sole discretion reject the tender or rescind the contract (tender).

15.00 CONTRACTOR TO EXECUTE AGREEMENT

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of Rs.500 in the prescribed proforma with the Company within 7 (seven) days of the issue of the work order of the same for carrying out the work according to the general and special conditions of contract specified in the Tender Document. Cost of non-judicial stamp paper shall be borne by successful bidder. The contract shall be presumed to be effective from the date of issue of LOA. The Tender Document, Letter of Acceptance and other correspondence between the Company and the tenderers shall form part of the contract.

16.00 ORDER OF PRECEDENCE

- a) Contract Agreement
- b) DLOA

- c) LOA
- d) General Terms and Conditions of the Contract
- e) Instruction to Tenderers

17.00 COMPENSATION FOR NON-COMMENCEMENT OR DELAY IN COMPLETION OF WORK.

Time shall be regarded as the essence of contract and failure on the part of the contractor to start the work on stipulated date or to supply sufficient number of trucks as per clause No. 29 of GTC and shall entitle the Company to the following: -

- i) Stop requesting any trucks from the contractor for such period as deemed necessary by the Company.
- ii) Get the work done through any other party at the risk and the cost of the contractor. or
- iii) The contractor shall have no claim for any interest with respect to any delay in payment of his interim or final bills or refund of security deposit or in respect of amounts which may be in RFCL's hands owing to dispute between the RFCL and the contractor.

18.00 COMPANY IS NOT RESPONSIBLE FOR CONTRACTORS' EMPLOYEES.

The contractor may employ such number of employees as he may think fit for due discharge of the contract and the persons so employed by him shall be the employees of the contractor for all purposes whatsoever, and shall not be deemed to be in the employment of the Company (RFCL) merely if any instruction is issued to him by RFCL's Representative for due discharge of the contract.

19.00 INSPECTION

The contractor shall at all time make available for inspection the Company or its representative the trucks carrying the material and records pertaining to the same.

The Company and its representative shall at all time reserve the right to enter into or stop any lorry carrying fertilizer to check the quantity & quality if in their opinion so required. The contractor shall provide all assistance to carry out such job as desired by the Company or its representative.

20.00 INCONVENIENCES TO THE PUBLIC

The contractor shall not deposit the material on any place (During the transit and destination), which may cause inconvenience to the public. RFCL'S Representative may direct the contractor to remove any material, which are considered by him to be of danger or inconvenience to the public, to be removed at contractor's cost.

21.00 CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.

The rates shall include all taxes, duties, royalties and other statutory levies leviable at present including Toll Tax etc. but exclusive of GST applicable on Transportation charges. Further, bidders have the option to submit their quote considering GST (Goods and Service Tax) on Transportation activity:

- Being under reverse charge mechanism shall be deposited by RFCL.
- Having an option for claiming GST and re-imburement from RFCL.

The tenderer shall further ensure that all the basic requirements including comprehensive insurance charge on vehicles and all Govt. charges such as Road taxes, taxes if any on inter - state movement of trucks etc. to make the trucks road worthy for movement on road are complied with by them, and no increase in rates would be permissible in the event of increase in such charges.

The contractor shall indemnify the Company against levy of any taxes/charges etc., imposed by the Govt. or any authority which are in existence at the time of submission of tender and also future statutory levies and the Contractor failed to deposit the same. The Company shall have the right to recover the total amount of tax so assessed including litigation expenses from contractor's bills / security deposit.

In case of any change in respect of deposit of GST under reverse charge mechanism (presently applicable) announced by the Govt during the tenure of the contract including

extension if any, the modality of payment of GST will be decided after mutual consent based on applicable law in this regard.

22.00 TERMINATION OF THE CONTRACT OWING TO DEFAULT OF CONTRACTOR.

22.01 If the contractor should:-

- i) Become bankrupt or insolvent, or goes into liquidation, or
- ii) Make an arrangement or assignment in favour of his creditors or agree to carry out the contract under a committee of inspection of his creditors, or
- iii) Being a Company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or
- iv) Assign the contract or any part thereof otherwise than as provided in clause No. 9.00 of these conditions, or
- iv) Abandons the contract, or
- v) Persistently disregard the instructions of the RFCL's Representative or contravene any provision of the contract or
- vi) Fail to adhere to the agreed program of work, or
- vii) defaults in the performance of the contract; or
- viii) At any time, contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by RFCL; or
- ix) If the contractor obtains the contract with RFCL as a result of ring tendering, or with illegal measures;
- x) Information submitted by the contractor is found to be incorrect.

Such termination shall be by 15 days' notice in writing and no claim/compensation shall be payable by RFCL as a result of such termination.

- xi) Promise, offer to give any bribe, commission, gift or advantage either himself or through his partner, agent or servant, to any officer or employee of RFCL or to any person on his or on their behalf in relation to the execution of this or any contract with RFCL then in any of the said cause, Representative of RFCL, on behalf of RFCL may serve the contractor with a notice in writing to that effect. If the contractor does not within 7 days after the delivery to him of such notice, proceed to make good his default, in so far as the same is capable of being made good, and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Company. The representative of RFCL shall be entitled, after giving 48 hours' notice in writing, to remove the contractor from the whole or any portion or portions (as may be specified in such notice) of the works without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract and adopt any or several of the following recourses.
- a. To rescind the contract of which rescission notice in writing to the contractor under the hand of representative of RFCL shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited to RFCL without prejudice to RFCL's right to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract or
 - b. To carry out the work, or any part thereof, by the employment of the required labour and materials the cost of which shall include supervision and all incidental charges, and to debit the contractor with such costs, the amount of which as certified by the representative of RFCL shall be final and binding upon the contractor, and to credit the contractor with the value of the work done as if the work has been carried out by the contractor under the terms of the contract and the certificate of the representative of RFCL, in respect of the amount to be credited to contractor shall be final and binding upon the contractor or
 - c. To get the remaining work completed by another party at the risk and expense of the contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been to the contractor if the work had been carried out by him under the terms of the contract. The amount of such excess, as certified by the

Representative of RFCL shall be final and binding upon the contractor and shall be borne and paid by the contractor and may be deducted from the moneys due to him by RFCL under the contract or otherwise from his security deposit provided always that in any case in which any of the powers conferred upon RFCL by sub clause 22.01 of clause 22.00 hereof are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not be exercisable in the event of any future case of default by the contractor for which his liability for past and future remain unaffected.

22.02 CONSEQUENCES OF TERMINATION

If the contract is terminated by RFCL for the reasons detailed above or for any other reasons whatsoever:

- i) Performance Guarantee Bond/Security in any form submitted by the contractor shall stand as forfeited.
- ii) The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of work or on account of loss of expected profits.
- iii) All the dues payable to the contractor for the supplies executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands etc. incurred by the owner as a consequence of termination of the contract.

23.00 RIGHT OF COMPANY AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

In the event of any or several of the courses, referred to in sub clause 22.01 of this clause being adopted:

- a) Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered into any commitments or made any advances on account of or for the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work there to actually performed under the contract unless and until the RFCL's Representative shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- b) RFCL shall not be liable to pay to the contractor any moneys on account of contract until the expiry of the period of contract and thereafter all other expenses incurred by RFCL have been ascertained and the amount thereof certified by the RFCL's Representative. The contractor then shall be entitled to receive only such sum or sums (if any) as the RFCL's Representative, may certify as due to him upon due completion by him after deducting the said amount, but if such amount exceeds the sum which would have been payable to the contractor, then the contractor shall, upon demand pay to RFCL the amount of such expenses or it shall be deemed as a debt payable by the contractor to RFCL and shall be recoverable accordingly.

24.0 MATTERS FINALLY DETERMINED BY RFCL.

All disputes or differences of any kind whatsoever arising out of or in connection with the contract during the progress of the work or after the completion and whether before or after the determination of the contract, shall be referred by the contractor to Zonal Office, RFCL (Ramagundam, Telangana) whose decision shall be final and binding. The performance of the contract shall not be stopped by the contractor due to the reason that any dispute, claim or differences is pending with the Zonal Office, RFCL (Ramagundam, Telangana) or any Court or Arbitrator.

25.0 (A) SETTLEMENT OF DISPUTES / ARBITRATION:

"Except where otherwise provided in the contract all matters, questions, disputes or differences (Dispute/s) 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 contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved / settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party .If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then, party/ies may refer the said dispute/s for adjudication through Arbitration, as prescribed hereunder.

On failure of amicable resolution/settlement as above, The dispute/s shall be referred / adjudicated through Arbitration under / in accordance with “Delhi International Arbitration Centre(DIAC) (Arbitration Proceedings) Rules” as amended or modified or re-enacted from time to time. The fees and cost of Arbitration shall be governed by The Delhi International Arbitration Centre (DIAC) (Administrative Cost Arbitrators’ Fees) Rules (DIAC (Fee) Rules, as amended or modified or re-enacted from time to time.

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

The language of Arbitration shall be English.

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

The Venue and Seat of the Arbitration Shall be Pedapalli, Telangana. The courts at Pedapalli / Telangana shall have exclusive Jurisdiction.

It is also 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 dispute/s arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the SBI MCLR Rate applicable to RFCL on the date of award of contract.”

(B) JURISDICTION OF COURTS:

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 **Pedappalli, Telangana** 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.

26.0 FORCE MAJEURE.

Neither the Company nor the contractor shall be considered in default in performance of its / his obligations under this contract if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake, or because of any levy, order proclamation, regulation or ordinance of any Government or of any subdivision thereof or because of any act of God.

27.0 EVALUATION OF BIDS

- 27.1 Bids shall be scrutinized in terms of the provisions of the bidding documents. Full compliance to the complete provisions of the Bidding Documents and its subsequent Amendment (s) / Clarification(s) / Addenda / Errata if any, issued by the RFCL will be checked first. In cases, 'No Deviation Certificate' duly signed and stamped is not found in Techno-Commercial bid, the bidder will be asked to submit the same before the price bid opening. Failure to comply with this requirement, the bid shall be rejected.

- 27.2 Shortfall documents: After technical bid opening and evaluation of received documents, shortfall documents, if required, shall be sought from the bidder. For this purpose, maximum 1 chance of limited duration shall be given. If the technical commercial acceptability of bidder is established upon verification of submitted documents with bids and shortfall documents if any, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not submitted the required document within the mentioned time frame his bid would be analyzed based on the available documents and if found not in order as per requirement, would be out rightly rejected.
- 27.3 Technical and commercial bids shall be evaluated only for those bidders, whose EMD is found to be in order as per NIT requirement. EMD submitted by bidder will be reviewed against its value, validity and issuing bank as per NIT requirement. If the EMD is not found in order with respect to NIT requirement, the bids may be rejected.
- 27.4 The PRICE BID shall be opened only of those bidders whose bids are found to be technically and commercially substantially responsive.
- 27.5 The Owner will award the Contract to the successful Bidder who's Technical and Commercial bid has been determined to be substantially responsive and Price Bid to be the lowest evaluated Bid.
- 27.6 In case GST is to be paid by RFCL to successful tenderer, offer will be derived with the percentage given by in tenderer in Price Bid Format.
- 27.7 To establish the status of the tenderers, as L1, L2, L3,, contract value shall be worked out as per the rates tendered by the tenderers. Following assumptions shall be made while working out the financial implications;
- a) Rates should be quoted in Rupees Per M.T. Per KM. basis against each slab in the requisite format of Annexure-V only plus Unloading Charges.
 - b) Evaluation will be done on overall basis for as quoted in Slab rates + applicable GST and loading charges + applicable GST to derive L-1 for the state of Maharashtra State.
 - c) Rates should be quoted exclusive of Warai Charge (*local unloading charges from the trucks*). (*Excluding Loading charges at start and end points*)
 - d) Bids will be evaluated considering prices quoted as per MT/Per KM in (Annexure-V) including Unloading charges applicable at MF/SWC/CWC, godowns in the state of Maharashtra.
 - e) Bidders are required to compulsorily quote for all the slabs in a particular state. In case, Bidder intentionally missed to quote in a particular slab, then quoted rates of next higher slab will be considered for evaluation.
 - f) For calculating financial lowest bidder, average (mean distance slab in particular slab) shall be considered. Ex for 0-50 K.M. distance slab, mean KM shall be taken as 25KM for evaluation purpose.
 - g) RFCL will at their option based upon the status of worked out L-1 on overall basis considering final combined lowest bidder in Maharashtra state will award Cumulative work order.

28.0 CLARIFICATIONS

Any clarification on the procedure, tender specifications etc. (both technical and commercial) can be had from the office of Sr Manager (Contracts & Procurement) any time before tender closing date and time either through telephone or by email.

29.0 DELAY IN DELIVERY

The successful tenderer shall ensure that the material handed over to him is delivered in full at the destination without any damage either to the material or to the packing and within the shortest possible time but not later than three days from the date of lifting from Ramagundam, Telangana Unit. In case of damage to the material or packing, the contractor will have to make good the loss to Company. In case of delay in delivery of

material, at destination, the contractor shall have to pay **Penal Charges** to RFCL at the rate of **Rs. 300/- per truck per week** or part thereof for each truck load from the expiry of three days from the date of lifting from Ramagundam, Telangana Unit.

30.0 COMPENSATION FOR ANY TRANSPORT LOSS/SHORTAGE:

In case of shortage of material (urea) en-route, the contractor shall have to pay to the Company as compensation, an amount equivalent to the value of material short delivered at destination calculated at the prevailing rate as fixed and revised from time to time for RFCL, Ramagundam under New Pricing Scheme (NPS), by Government Of India, Ministry Of Chemicals and Fertilizers, Department Of Fertilizers, which is quite higher than the consumer price in case of Urea.

31.0 TERMS OF PAYMENT

- The bills of contractor shall be settled within a period of thirty days from the date of submission thereof if they are in accordance with the terms of the contract.
- ***Payment shall be made for Actual Distance (KMs) for finalized rates falling under the relevant Slabs. (for example: for 199 KM, the rate payable will be as per the rate mentioned under the Slab 151-200).***
- Bills/Invoices (as per Annexure-XII) with all proper documents shall be submitted to RFCL on fortnightly basis to RFCL, Ramagundam Site.
- The Company may demand any details, clarifications etc. before passing of the bills and release of payment. Distances verified by the representative of RFCL, from various storage locations/Railways Station for operations at Railway station would be the basis for settling transport bills.
- Wherever the distances verified by RFCL's committee are not available, distance certificates issued by National Highways/State Highways Authorities, State Road Transport Corporation, Automobile Association Of India or the shortest motorable distance as derived from Google Map shall be considered as the basis for release of payment. For all such cases representative of RFCL, Transportation department shall authenticate the distances.
- The payment of Bills for movement of material will be settled at the RFCL Plant, (Ramagundam, Telangana).
- The contractor will have to submit the following documents for claiming their payment from RFCL:
 - a) Acknowledgement of consignee.
 - b) GST Invoice in the proper format as enclosed (Annexure-XII)
 - c) Copy of GR / LR
 - d) Details of Instruction received from RFCL regarding movement for particular location.

31.1 PAYMENT TO BE MADE ON ACTUAL MOVEMENT BASIS CONSIDERING:

The transportation rate is to be calculated for total distance on the basis of slab in which the destination falls i.e. on direct slab basis.

If the transportation charges which is quoted PER MT/KM for any distance in a particular slab, are lower than the transportation charges PER MT claimed for any destination then for those destinations the charges PER MT payable would be restricted to the lowest distance of the succeeding slab. (Applicable from slab 2 onwards).

Kindly refer the Price Bid, Annexure-V, where-in rates are sought as PER MT/PER KM, hence bidders should quote their rates on PER MT/KM basis only.

[EXAMPLE]

- Let the transportation rates for the slab 101 - 200 Km = Rs. 1.80 / MT / Km
Transportation charges per MT for 195 Km = 195×1.80 = Rs. 351/-.
- Let transportation rates for the slab 201- 300 Km = Rs. 1.35 / MT / Km.
Transportation charges per MT for 201km = 201×1.35 =Rs.271.35

{In the above case the transportation charges PER MT for 201 KM are lower than the charges for 195 KM. The transportation charges for the destinations of 195 KM. shall be paid @ Rs. 271.35 PER MT being the charges applicable for 201 KM.}

Quantity to be carried per truck will be in accordance with regulation of Motor vehicle Act as applicable from time to time.

32.0 DIVERSION

In case, the contractor is directed in writing by an Officer of RFCL and/or the authorized warehouse in-charge to carry the material further to any other destination after reaching the original destination as per the Delivery challan, the contractor, would carry out such instructions. The payment of such diverted delivery of material will be the same as if it is direct delivery to the final destination.

- 33.0** The contractor shall decide in consultation with the RFCL representative number of trucks to be employed to carry out the job under the contract. No-claim shall be made by the transport contractor against-RFCL due to non-utilization of the whole or any portion of the number of trucks ordered by the RFCL or for delay in delivering the material thereof due to any disturbance such as strike, lockout, go slow whatsoever beyond the control of RFCL.

34.0 Contractor as RFCL dealer and or PG Operator

Those contractors, who happen to be the dealers and/or PG operators of RFCL shall under no circumstances misuse by way of priority dispatches to themselves or to others and shall follow the dispatch instructions given by the Area/ D&C In-charge. If any such instance of violation of instructions are found then company may terminate the H & T contract, dealership and/or PG contract of such contractors.

- 35.0** Undertaking by Bidder (**Annexure-VIII**).

- 36.0** The General Terms and Conditions i.e., Annexure-IV, will be deemed to be the part of contract and agreement.

37.0 FORE CLOSURE

RFCL shall be entitled to terminate the contract **earlier than TWELVE MONTHS** without any notice if in the opinion of the RFCL, the performance of the contract is not satisfactory, contractor engages in any unlawful act, or due to any other reasons, at the sole discretion of the RFCL.

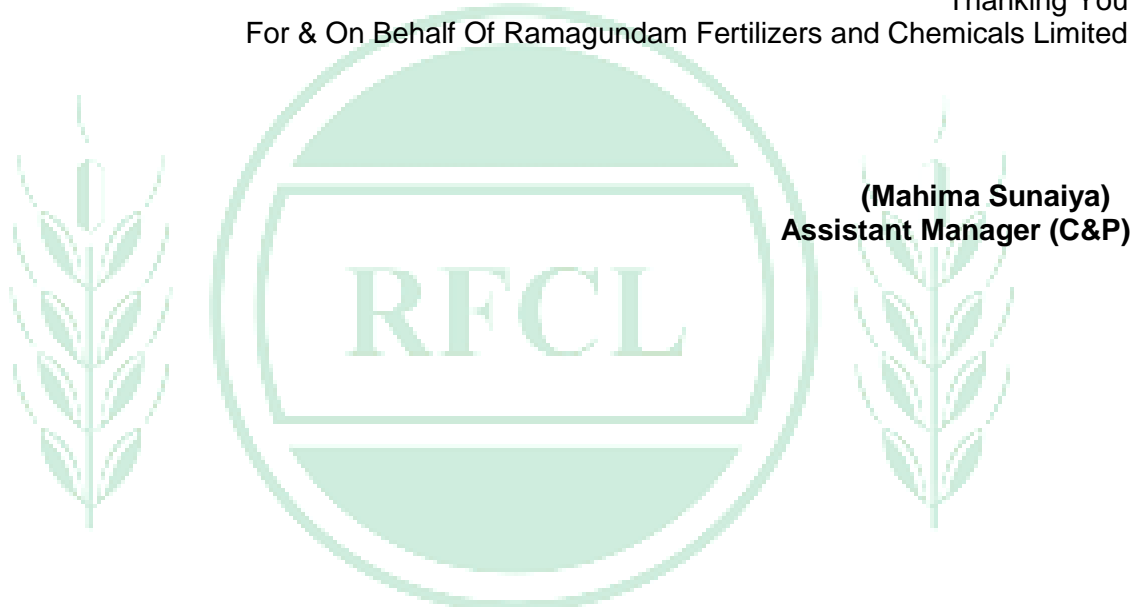
- 38.0** Persons or person signing the general terms and conditions i.e., Annexure-IV, shall indicate his authority while signing the tender i.e. as a sole proprietor or authorized partner of a firm or as a Secretary/Manager/Director duly authorized etc. of a Private/ Public Company. In case of truck operators unions / Transport Cooperative, the person signing the general terms and conditions i.e. schedule-I should have the authorization from the executive body with his designation. (Such Truck Operator Unions / Transport Cooperatives should have valid & latest registration certificate from the Registrar, Firms, and Societies of the state of Telangana. A notarized copy of the same to be enclosed. In addition, such bodies are also required to enclose notarized copy of the latest elected body).

39.0 Signed copy the Integrity Pact as per enclosed **Annexure-IX**. To be executed on plain paper and submitted along with technical Bid/tender documents. Integrity pact is an integral part of the tender document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website viz. www.rfcl.co.in.

- 1) Sh. Vishwanath Giriraj, IAS (Retd)
A Wing, Flat 1001, Landmark Towers
GD Ambedkar marg, Opp. Wadala Telephone Exchange
Naigaon, Dadar East,
Mumbai -- 400014
Email: vgiriraj@rediffmail.com

- 2) Sh. Ranvir Singh, IFS (Retd)
Email: iem1@rfcl.co.in

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



(Mahima Sunaiya)
Assistant Manager (C&P)

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ANNEXURE – V**Transportation rates to be quoted for MAHARASHTRA****PRICE BID PROFORMA****RATES FOR TRANSPORTATION OF MATERIAL FROM RAMAGUNDAM, TELANGANA UNIT.**

Rates on Slab basis

State: **MAHARASHTRA**

Sl.N [I]	Distance Slab (In KMs)	Mean Distance for evaluation purpose (A)	Movements (MT) (B)	Rates (Rs/KM/ MT) In Figures	GST% on [C]	[C+D]	HSN Code of GST	Amount (A*B*E) (Rs)
		[A]	[B]	[C]	[D]	[E]		
1.	51 – 100	75.50	500			0.00		0.00
2.	101 – 150	125.50	600			0.00		0.00
3.	151 – 200	175.50	3,000			0.00		0.00
4.	201 – 250	225.20	5,700			0.00		0.00
5.	251 – 300	275.50	6,800			0.00		0.00
					SUB TOTAL			0.00
S.No [II]	Unloading Charges	Quantity to be handled (MT)	Rates (Rs/MT) In Figures	GST% on [B]	[B+C]	HSN Code of GST		Amount (A*D) (Rs)
		[A]	[B]	[C]	[D]			
1	Unloading charges at MF/SWC/ CWC, godowns	1200			0.00			0.00
					G.TOTAL	[I+II]		0.00

(Please tick in the applicable Box for GST)

☐ GST (Goods and Service Tax) on transportation activity being under reverse charge mechanism shall be deposited by RFCL (refer clause 21 of Annexure-IV)

☐ GST Shall be Charged by the bidder @ _____ % will be reimbursed by RFCL

- * In case there is discrepancy between words and figures or there is overwriting in figures the rates given in words shall be considered.
- * RATES MUST BE QUOTED FOR ALL THE SLABS.
- * IF RATES ARE NOT AVAILABLE FOR PARTICULAR SLAB, THEN QUOTED RATES OF NEXT HIGHER SLAB WILL BE CONSIDERED FOR EVALUATION/ MAKING PAYMENT.

(On Non Judicial Stamp Paper of Rs. 500/-)**AFFIDAVIT**

I,.....S/o Sh....., aged.....years, working as Proprietor/Managing Partner/ Director of M/s.....having its registered office at..... do hereby solemnly affirm and declare on oath as under :

1. That I am competent to swear this affidavit being proprietor/one of the partners/ Director of M/s.....
2. That my firm M/s.....is proprietorship/partnership firm/company and is participating in tender for carrying out Transportation work at Ramagundam, Telangana Unit.
3. That I hereby confirm and declare that none of my/ our group/ sister concern/ associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s..... and my/ our firm/ group/ company/ sister concern / associate company have not been black listed/ de-listed or put on holiday by any Institutional agencies/ Govt. Deptt./ Public Sector Undertaking, in the last TWO years.
5. That , if there is any change in the Name & Style, Constitution and Status of the firm, the same will be informed to RFCL immediately .Any such change shall not affect the performance of work assigned in the contract during its tenure and extension if any.
6. That I further undertake that in case any of the facts contained above and in our application is found other-wise or incorrect or false at any stage, my/our firm/ company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the RFCL.
7. Details of our group/sister concerns/ associate companies are as under.

Sr. No.	Name of Firm(Sister Concern)	Type of Business	Details of Association
1.			
2.			

8. That I/We already have local establishment/infrastructure at Ramagundam, Telangana Unit and we shall maintain the same.

OR

That I/We agree to establish infrastructure at **Ramagundam, Telangana** within 30 days from the date of award of contract.

9. That I, Proprietor,Authorize Sh. S/o..... to work with RFCL on behalf of M/s

OR

We the partners
 1.....2.....3.....4.....
 Authorize Sh S/o to work with RFCL on
 behalf of M/s

10. That I/We further undertake that in case If the tender committee forms the opinion on the basis of available information that the contractor is having implicit or explicit relations with the RFCL dealer or company employee, in that case the committee will reserve the right to reject the tender offered for transportation and handling contract.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at on.....that the contents of paras 1 to 11 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

DEPONENT (S)

In case of Proprietorship Firm - the Proprietor is to submit the Affidavit.

In case of Partnership Firm - All the partners should sign the submitted Affidavit

In case of Limited Firm - Managing Director should submit the Affidavit.

In case of Cooperative/Truck Union - President should submit the Affidavit.

Note: Kindly strike off which is not applicable.

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BANK REFERENCE LETTER

(On Bank's Original Letter Head)

Certified that M/s.....at (address) is having an account in our bank as per following particulars: -

1. Type of Account.....(Cash-Credit / Current / Savings)
2. Bank Account No.IFSC CODE.....
3. Cash-Credit / O.D. Limit (If any).....NO / YES, for Rs.
4. Since when holding Account?
5. Financial Standing & Soundness. SOUND / POOR
6. Authorized Signatory of the Bank Account of Party
7. The Status of the Firm as per Bank Records:

This is issued on the request of Sh. for submission in RFCL office.

Date:.....

Place:.....

(Sign. of Bank Manager)
Stamp and Authorized No.

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UNDERTAKING BY BIDDER

- I / we undertake to pay at the price fixed by Government of India, under New Pricing System in case of Urea, company invoice price in case of Pool Urea and MRP plus subsidy in the case of decontrolled fertilizers. As a compensation in case, the material is short delivered at the destination.
- I / we will take all precautions for safe delivery of consignments at various destinations and the material will be covered with tarpaulins. While the material is either in transit or in our custody, we shall not transfer the material from one truck to another and we will be responsible for any loss / damage to the consignment and hereby agree to make good the losses as ascertained by you.
- In case the contract is awarded either partly or fully in our favour, we undertake to carry out the job faithfully and to the entire satisfaction of RFCL. We will not sub-let the contract either partly / fully to any other party. As and when we are not in a position to supply the guaranteed number of trucks, you will be at liberty to get the job done through any other contractor and recover the additional cost incurred by you from the bills/security deposit.
- I / we agree to submit security deposit as per clause No.7.00 of GTC of tender document after the award of transport contract.
- I/we undertake to comply with Central / State rules, regulations bye-laws and order of local authorities and statutory bodies and pay all fees / taxes as may be leviable on account of transport operations at our cost as specified by the state governments.
- I/we have deposited **Rs. 100000** towards earnest money deposit by way of NEFT/RTGS vide UTR No. _____ dated _____ in favour of **Ramagundam Fertilizers and Chemicals Ltd Head Office, Noida.** In case the contract is awarded but not executed by us, complying with the required formalities I / we agree for the earnest money deposit forfeiture by RFCL.
- In case of non-fulfillment of the contract terms and conditions, I / we agree to the forfeiture of security deposit.
- In case my / our Earnest Money Deposit / Security Deposit stands forfeited due to any reasons during the currency of the contract then I/we agree for any other panel action which the company may deem fit.
- I/we hereby agree that I/we will not demand (during the currency of the contract) any increase in rates quoted by me / us on account of increase in wages of labour, prices of tyres, auto spare parts etc. or in wages of drivers etc.
- I/we assure you to supply maximum trucks per day allotted to me/us. We also assure you that each indent will be completed in stipulated time as advised by you.
- I/we have gone through the tender documents and I/we hereby agree to abide by the terms and conditions.

Yours faithfully,

(Signature & Designation of Tenderer)
(Affix Rubber Stamp)
(Organization Address)

INTEGRITY PACT

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

Ramagundam Fertilizers and Chemicals Limited (RFCL), as one of its endeavours to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (RFCL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (RFCL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitor(s) who ensure that concerned parties comply with their respective obligations under the Integrity Pact. One Independent External Monitor (IEM) nominated in consultation with Central Vigilance Commission (CVC) shall monitor the activities. Any NIT/RFQ/tender related complaint, for NIT/RFQ/tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitor (IEM) as per details given below:

Sh. Vishwanath Giriraj, IAS (Retd)
A Wing, Flat 1001, Landmark Towers
GD Ambedkar marg, Opp. Wadala Telephone Exchange
Naigaon, Dadar East,
Mumbai -- 400014
Email: vgiriraj@rediffmail.com

Sh. Ranvir Singh, IFS (Retd)

Email: iem1@rfcl.co.in

रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Integrity Pact

(To be submitted along with technical bid/tender documents. 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 for

(Bid	Document	No./RFQ
No.:.....)		

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.

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.

Section 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 Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or 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 Fertilizers and Chemicals 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: New Delhi

Date: _____

Witness 1 : _____
(Name & Address)

Witness 1 : _____
(Name & Address)

Witness 2 : _____

(Name & Address)

Witness 2 : _____

(Name & Address)

BID SECURITY FORM**Draft of Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)**

IN CONSIDERATION OF RAMAGUNDAM FERTILIZERS AND CHEMICAL LIMITED (RFCL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, 7 INSTITUTIONAL AREA, LODHI ROAD NEW DELHI - 110003 (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _____ (HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS _____ AND _____ CONDITIONS _____ OF _____ TENDER _____ NO _____ FOR _____ HEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____ FOR _____ ON PRODUCTION OF BANK GUARANTEE FOR RS. _____ (RUPEESONLY).

1. WE _____ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS. _____ (RUPEES _____ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'RFCL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE _____ BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'RFCL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'RFCL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING _____ (RS _____ ONLY).

3. WE _____ BANK FURTHER AGREE THAT THE TEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE _____ TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE _____ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING. DATED _____ DAY OF _____ 20

CORPORATE SEAL

FOR BANK

Bank Guarantee for Security Deposit Format
(To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS & CHEMICALS LTD, a Company registered in India under Companies Act, 2013 and having its registered office at Scope Complex, 7 Institutional Area, Lodhi Road New Delhi - 110003, 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 & CHEMICALS LTD (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 for Rs. _____.

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. _____.

2. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the BANK GUARANTEE FOR SECURITY DEPOSIT shall become null and void.

3. This BANK GUARANTEE FOR SECURITY DEPOSIT 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 Bank Guarantee for Security Deposit 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 BANK GUARANTEE FOR SECURITY DEPOSIT 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.

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)

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ANNEXURE-XIII

FORM OF AGREEMENT

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 Corporate office at **4th floor, KRIBHCO Building, Sector-1, Noida- 201301** (herein after referred to as the "Owner" which expression shall include its successors and assigns) of the ONEPART.

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 WITNESSESS AS FOLLOWS:

ARTICLE-1

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

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Inconsideration of the payments to be made to the contractor as here in after 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 observed by the contractor on the owner with reference to the contract shall be deemed to have been sufficiently served upon the owner (not withstanding 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 contractor 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 own errand not withstanding such failure or delay, the owner shall be entitled at any time to enforce such right, remedy, obligations or liability, as the case maybe.

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 contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either 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 _____, 2020 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 Rubberstamp)

Witness

Witness

1.

1.

2.

2.

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