

NOTICE INVITING TENDER

A/RFCL/CO/F&A/2017-18/GST

Date:-19th May 2017

Subject: Invitation to Bid Document for Appointment of Consultant for Implementation of GST in Ramagundam Fertilizers And Chemicals Limited (RFCL)

Dear Madam/Sir,

Sealed Tenders are invited for and on behalf of M/s Ramagundam Fertilizers and Chemicals Limited (hereinafter referred to as "RFCL and/or "Company") in two bid system where Part-I of the bid shall constitute the Technical Bid/Non Price Bid for GST implementation services and Part-II shall form the Price Bid for GST implementation services.

A set of document is enclosed herewith, for submission of your most competitive offer.

A. IMPORTANT INFORMATION AT A GLANCE:

- a) Name of Work: GST implementation project
- b) Earnest Money: INR 25,000/-
- c) Currency of Payment : INR (Indian Rupees)
- d) Last date and Time for submission of the Tender: 29/05/2017 upto 2:30pm
- e) Tender Validity: 90 days from the opening of the Tender
- f) Tender Opening Date & Time : 29/05/2017 at 3:30 PM
- g) Price Bid Opening : To be intimated later.
- h) Contract Performance Bank Guarantee cum Security Deposit by successful bidder: 10% of total fee within 15 days from the date of issue of LOA/ Work order, whichever is earlier. Bank Guarantee shall be valid for the assignment period (including post GST Implementation/ Handholding Assistance) plus 3 months claim period.
- i) Tender to be submitted to: Dy. Manager (F&A), Ramagundam Fertilizers and Chemicals Limited, 3rd- 4th Floor, Mohta Building, 4-Bhikaji Cama Place, New Delhi-110066

B. QUALIFYING CRITERIA

1. During last five years reckoned with the date of issue of Enquiry, the bidder should have completed and/or continuing minimum five number of Indirect tax (Excise/Service Tax/VAT/CST/Entry Tax/WCT/GST) assignments including Consultancy of Indirect Tax in India and minimum of one such work order should be from any entity engaged in Fertilizer and/or chemical manufacturing Industry for fertilizer related indirect tax assignment.
Note: The work related to regular compliances such as assessment and return filing only would not be considered as eligible work experience.
2. Bidder should have at least one functional office each in Delhi/NCR and Telangana State or in case of office at only one place, then Bidder shall have to undertake to immediately establish the office at second place within two weeks from the date of award of job and maintain the same with required man power strength till the completion of services in all respect.

3. As on bid due date, bidder should have not less than five number of qualified professionals on its rolls (including associates / partners) who were having minimum 7 years post qualification experience in the area of Indirect Tax (Excise / Service Tax / VAT /CST / WCT/ GST) in India with at least any one of the qualification – CA/CMA/LLB/MBA or equivalent professional qualification.
4. Bidder should have positive Net Worth and Working Capital as per latest audited annual accounts.
5. Bidder should not be under liquidation / court receivership or similar proceedings.
6. Bidder should not be on Holiday / Negative list / banned by any Government Organisation / Quasi Government agencies / PSU.

C. Evaluation Criteria:

The evaluation of the bids will be made on the basis of Price Bid quoted by the qualified bidders who have secured at least 75 marks score worked out on the basis of technical bid criteria as stated hereunder:

S.No.	Parameters	Maximum marks	Marks Criteria
1	Experience (in nos. of assignment) of the bidding entity in the field of indirect taxation preferably before Departments/CESTAT/ High Courts Note: Documentary evidence in the form of letter/certificate from client stating the successful completion of assignment or letter or communication evidencing submission of the final report to client to be furnished along with letter of award and brief detail of the final report/assignment.	35	(a) 10 marks for each assignment completed valued > INR 10 lakh, during the last three financial years (i.e. 2014-15,2015-16 & 2016-17) (b) 8 marks for each assignment completed valued < INR 10 lakh and > INR 3 lakh ,during the last three financial years (i.e. 2014-15,2015-16 & 2016-17)
2	No. of qualified partners as on date of issue of enquiry	30	Upto 5 partners – 20 6-10 partners – 25 More than 10 partners -30
3	Write up on approach Methodology, work plan	15	This will be assessed by the committee of RFCL based on write up.
4	Assignment in hand/experience for ongoing GST implementation in manufacturing industry	10	1 Assignment – 5 More than 1 assignment - 10

5	Office at Delhi/NCR and Telangana	10	Office at one place – 5 Office at both places - 10
6	TOTAL	100	

D. SUPPORTING DOCUMENTS, DULY CERTIFIED BY AUTHORISED PERSON OF THE BIDDER, TO BE SUBMITTED BY BIDDER FOR QUALIFICATION:

- (i) Details to be furnished as per Exhibit I & II.
- (ii) Copy of award of work or documentary evidence in support of successful completion/performance of assignments. **The work related to regular compliances such as assessment and return filing only would not be considered as eligible work experience.****
- (iii) List of clients whose Indirect Tax assignments undertaken in the last five years.
- (iv) Details of Office to be furnished as per Exhibit III.
- (v) Details of Qualified Professional Indirect Tax Team on Bidder's rolls to be furnished as per Exhibit IV.
- (vi) Certificate of Net Worth and Working Capital as per latest audited Annual Accounts by Partner/CFO / Company Secretary / Statutory Auditor of the bidder on its Letter head.
- (vii) A brief write up on Approach methodology, tools to be utilized along with work plan etc. for study and implementation of GST in line with detailed scope of work.

NOTE : RFCL reserves the right to verify information submitted by the bidder. In case the information is found false / incorrect, the offer shall be rejected and shall also be liable for other action as per Company policy.

It is requested to submit the sealed tender under the Two- Part Bid System as under-:

1. The Technical Non-Price Bid including Earnest Money (EMD) will be placed in the envelope super scribed as Technical/Non-Price Bid. The bid document should be duly signed, stamped in all the pages and should be submitted WITHOUT ANY DEVIATIONS along with the same.
2. The Price-Bid will be placed in the envelopes super-scribed as Price Bid.
3. The Price-Bid will be in the format as prescribed in Annexure-I. You are requested to quote for the same excluding the Service Tax. Service Tax as applicable will be extra.
4. Both the Envelopes containing Technical/Non-Price Bid and Price Bid will be placed in a bigger envelope duly super-scribed Enquiry Number.
5. No extension in the bid due date / time shall be considered on account of delay in the receipt of bid.
6. If any of the days mentioned above happens to be RFCL holiday, the next working day shall be implied.
7. Bidder shall, as part of their Bid, submit written power of attorney authorizing signatory of the Bid to commit the Bidder.
8. RFCL shall not be responsible for any expenses incurred by bidders in connection with the preparation and delivery of their bids, visits, participation in the discussion and other expenses incurred during bidding process.

9. In case any bidder is found to be involved in the cartel formation, his bid will not be considered for evaluation / placement of order. Such bidder will also be debarred from bidding in future.

Thanking you,

**Yours sincerely,
For Ramagundam Fertilizers And Chemicals Limited,**

**(Sanjay Grover)
Dy. Manager (F&A)**

Enclosed: As above.

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

**(A Joint Venture Company of NFL, EIL & FCIL)
CORPORATE OFFICE
4th floor, Mohta Building, 4-Bhikaiji Cama Place
New Delhi- 110 0066
CIN NO. U24100DL2015PLC276753**

Invitation to Bid Document for Appointment of Consultant for Implementation of GST IN RFCL .ITB NO.: A/RFCL/CO/F&A/2017-18/GST

1.0 Ramagundam Fertilizers And Chemicals Limited (RFCL):

AN OVERVIEW:

As mandated by Government of India, a Joint Venture company of National Fertilizers Limited (2nd largest producer of fertilizers in India), Engineers India Limited (EIL) a Navratna premier engineering consultancy PSU and the Fertilizer Corporation of India Ltd. (FCIL) under the name & style of RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED has been incorporated on 17th Feb'2015 for setting up a new Gas based Ammonia-Urea complex with production capacity of 2200 MTPD of Ammonia and 3850 MTPD of Urea (1.27 Million MT Urea Per Annum) AT FERTILIZER CITY KARIMNAGAR, RAMAGUNDAM, TELANGANA.

Current Shareholding of RFCL is as under:

S.No.	Particulars	% Shareholding
1.	National Fertilizers Limited	26
2.	Engineers India Limited	26
3.	Fertilizer Corporation of India Limited	11
4.	In principle approval received from State Govt. of Telangana	11
4.	Others (Un-tied)	26

Project for setting up of a new gas based Ammonia Urea Complex has taken off in right earnest. Pre Project activities are almost complete, licensor selection and Basic Design & Engineering Package (BDEP) has been done and it has already entered the detailed engineering phase. Most of the Purchase orders for materials and work orders for major packages have been issued. Details of these orders will be provided to successful bidder. Engineers India Limited is also the EPCM consultant for the Project. After entering into contract with Licensors, Zero date of Project has been declared as 25th Sept'2015 and the Project is anticipated to be completed by 31st March 2019. Site Enabling, Construction Water, Construction Power works have been completed.

The total project cost envisaged is Rs.5254.28 Crores with Debt, equity ratio of 75:25. Debt for an amount of Rs.3941 Crores has been lined up and Loan Agreement has been entered into with Consortium of 6 Banks lead by State Bank of India

1.2 Since date of incorporation of RFCL is 17th February 2015, its first annual accounts were prepared for the period 17th February 2015 to 31st March 2016. Annual Accounts for the Financial Year 2016-17 have been prepared in terms of Companies Act 2013 following the IND AS, which have been adopted and approved by Board in their last meeting held on 4th May 2017.

Details regarding the operational and financial performance of the company is available in Annual Reports of the Company copy of which will be provided to successful bidder.

1.3 Presently, RFCL is registered under Service Tax as user of services and paying service tax on reverse charge basis as applicable u/s 68 (2). It is registered with Delhi VAT for taking works contract services in Delhi. Registration has also been taken with Telangana VAT for deposit of WCT TDS and VAT wherever applicable. Presently no CENVAT Credit is being taken. RFCL has applied for Provisional Registration under GST in Delhi and Telangana and the same have been allotted.

2.0 Financial Accounting & Reporting Systems at RFCL:

RFCL maintains Books of Accounts as required under the applicable regulations and statutes. RFCL is using its promoter i.e. NFL's in-house developed/customized IT applications based on hybrid platforms (viz, Oracle, etc.) for Accounting and other business processes including their Chart of Accounts. Presently, materials accounting for the Project i.e. receipt, store, issue of material to contractors etc. is in the scope of EPCM Consultant i.e. EIL. EIL is keeping the record in their material accounting program.

3.0 MARKETING OF PRODUCT AND O&M SERVICES

- (a) Marketing will be done by NFL on behalf of RFCL. Contract for that not yet entered into. Strategy for that will also be part of Advice / Planning in the scope of successful bidder from GST point of view. Presently also, staff in RFCL have been deployed by NFL and EIL on Secondment and deputation basis respectively.
- (b) For operation and maintenance activity also, it is intended to hire staff through NFL. It will also be part of consultancy from GST point of view in the scope of successful bidder.

4.0 Scope of Work- Overview:

Scope of services

RFCL desires to appoint a Consultant to implement the GST (Goods & Service Tax), ensure GST compliances and also ensure smooth process of transition from the present indirect tax regime within the time frame for planning to take input credit, if any, as per earlier laws and optimum tax benefits under GST.

Since the Company is presently in the construction stage of the project, Consultant to include in their advice, the strategy to be adopted by the Company at different stages of the Project, i.e. Construction Stage, Pre Commissioning Stage, Commissioning Stage and as mentioned at Clause 3, Operation & Maintenance stage and Marketing stage.

5.0 Detailed Scope of Work:

PHASE-A

5.1 GST implementation assistance – a detailed draft report covering all aspects as mentioned in scope below:

- a. Advises in relation to obtaining / migration of registration for RFCL offices in Delhi and Ramagundam.
- b. Preparation of a document encompassing requirements of statutory compliance including maintenance of records, filing of returns etc. under IGST, CGST and applicable SGST laws including ISD (Input Service Distribution), if applicable, Rules, Notifications, Circulars, invoices etc. to optimize the GST incidence etc.
- c. Study of RFCL's current indirect tax policy being adopted and advice changes to optimize indirect tax incidence within the framework of applicable laws.
- d. Study of current indirect tax compliance mechanism of RFCL and suggest suitable changes required under GST regime for minimizing the tax burden and suggestion for review of mechanism for availment of eligible input tax credits and utilization under GST and advise with respect to availability/availing of refund of indirect taxes, as applicable, for the Project.
- e. Preparation of a document encompassing the requirement of IT program / Software system from an indirect tax perspective vis-à-vis requirement under GST Regime. And its linkage with Material Management program of EIL and Accounting Program of RFCL. However, the changes shall be undertaken by RFCL separately
- f. Examination of contract/Orders awarded to various contractors / suppliers/ service providers on sizeable sample basis to suggest possible action with respect to compliance of GST and optimize the tax incidence under GST regime. Advice would also include suggestion on changes required in structure of future contracts including specific clauses and additional details to be captured so as to optimize the tax incidence under GST regime.
- g. Impact of transitional provisions and methodology to avail input tax credit and/or get refund thereof.
- h. Working requirement /assessment of number of staff for smooth compliance of GST in Corporate office in Delhi as well as at Plant office in Telangana.
- i. Specific emphasis of analysis of zero rated supplies/services with respect to RFCL.
- j. Outlining the tax aspects of key transactions of RFCL including valuation, classification, place of supply thereof.
- k. Suggestion with justification on having Input Service Distribution (ISD) registration in RFCL taking into consideration the strategy to be adopted as per Clause 3 above
- l. Suggestion with detailed input on any matter related to indirect tax not covered above applicable to RFCL.

Deliverable: Submission of final report after discussion with RFCL.

5.2 Preparation of a document manifesting guidelines on major issues of compliances under GST, availment of input tax credits, refunds, returns, possible exemption in relation to RFCL business,

principles to determine inter or intra state supplies/services, sales / purchase contract formulation, place of supplies, imports, Input Service Distributions, Time & value of supplies etc.

Deliverable – A process Manual along with a FAQ based report duly incorporating queries / issues concerning RFCL.

5.3 Presentation to the Management / Board of Directors of RFCL highlighting the important changes on various activities / operations of RFCL due to GST and suggesting strategies for optimizing the tax incidence at different stages of the Project.

Deliverable: Presentation to RFCL Management

PHASE-B

ASSISTANCE IN ACTUAL IMPLEMENTATION

5.4 Based on above reports mentioned in 5.1 and 5.2, assist RFCL in implementation and compliance of GST.

5.5 Assist in filing of requisite GST Return/Forms, if any, to optimize tax incidence.

5.5 Undertake a training / workshop for 2 days each at Delhi office and Telangana plant of RFCL for the RFCL personnel (spanning various functions such as tax, services, supplies and procurement) to highlight impact on business and applicable provisions of the new law of GST such as key compliances and documentation requirements.

Advise and work on disclosure requirements and provide templates for complying with the same.

Submission of working manuals/checklists disclosure requirements adopted along with necessary Standard Operating Procedures for future compliance in RFCL.

Ensure that RFCL team members are provided hand holding with knowledge transfer on GST, its reporting requirements and the financial accounting/reporting processes across the Company to enable RFCL to comply with GST law.

Deliverable: Training Material and standard operating procedure for future compliance

5.6 IDENTIFICATION OF ADDITIONAL ISSUES AND ADVISES TO RFCL THEREON.

Issues arising out of or connected to transitory provisions including assessments etc Advising RFCL on any matter considered important and significant in the view of the consultant during transitions

and/or as per requirement of the RFCL. Handout on reconciliation procedure for monitoring input / output / final monthly returns and guidance to track on un-reconciled transactions.

PHASE –C

5.7 Post GST implementation / Handholding assistance:

- a. Review of sample returns to be filed by the Company covering outwards / inwards information of matching / un-matching transactions
- b. Time to time advise on other compliances to be undertaken by the Company under the GST regime and any other queries that may arise along with timely implementation of any circular /notifications/ amendments in RFCL, during the engagement of the consultant.
- c. Standardized format for MIS to ensure the statutory compliances.
- d. Handholding of RFCL's tax core team.
- e. Above "Post implementation / handholding assistance' shall be provided for a period of one year from the introduction of GST law.

6.0 SCHEDULE

Tentative time of completion for Phase-A shall be within 3 weeks from the date of award and for Phase-B, it shall be three months or as per mutually agreed time schedule for smooth & effective implementation taking into consideration the effective date of applicability of GST in India. For Phase-C, it shall be 13 months post applicability of GST in India.

7.0 RFCL's specific obligations

Bidder may specify the requirement to be fulfilled by RFCL under owners' obligations.

8.0 Evaluation Criteria/Instruction to Bidders:

The Technical bid will be opened on 29.05.2017 at 3:30 pm.

No split of work is envisaged. Total work shall be awarded to one bidder only.

The quoted price shall be deemed to be inclusive of all taxes and duties except service tax till the completion of work in line with the provisions of this Tender document.

Prices quoted by the bidder shall remain firm and fixed and valid until completion of the contract and will not be subject to variation on any account.

After the price bid opening no technical and commercial clarifications will be sought/accepted from the bidders. The bidders must ensure that their bid has all the required information and there is no ambiguity of any kind in their offer.

In case of any discrepancy between the price quoted in words and in figures, the price quoted in words shall be considered for evaluation / award of work.

Techno-Non Price Bid shall contain:

- (i) Forwarding Letter confirming all terms & conditions of tender along with documents as listed at Para C of NIT.
- (ii) No deviation certificate (Annexure-A).
- (iii) Blank tender document – duly signed on every page of Notice Inviting Tender, Instructions to bidders, Scope of work, Terms and Conditions, Blank Price Bid and all annexures , with the rubber seal of the bidder, indicating the name and the status of the signatory, as a token of acceptance thereof.
- (iv) Earnest money of Rs. 25,000/-

The quoted rates/prices shall be checked to determine the arithmetical correctness of the bid.

In case, if any clarification/additional information are required, bidders are free to approach/visit RFCL and seek the necessary information/clarification before submission of the Bid documents.

All the bids should be unconditional.

The bid, all correspondence and documents related to the bid shall be in English.

RFCL reserves the right to accept or reject any tender including the lowest one in part of full, without assigning any reason whatsoever,

Optional: For additional consultancy Services - Bidder to quote man hour rate: Man hour rate for consultancy services during the period after expiry of this assignment period, tentatively up to June 2019 excluding Travel & related expenses, which shall be arranged and/or reimbursed by RFCL at actual against documentary evidence.

9.0 DELIVERABLES, TIMELINE, PAYMENT TERM & INVOICING PROCEDURE:

9.1 Deliverables: As per Scope of Work

9.2 Timelines: As per para 6.0

9.3 Payment Term:

(A) Company shall pay to the Consultant, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

(B) Total of Professional fees as quoted plus the Service Tax thereon at actual rate, payable to the Consultant for the project period shall be the total Contract Value under this Agreement.

(C) The payment against the invoices raised by the Consultant will be made on completion of the following milestones:

S.No.	Deliverables/ Milestones	% of payment of the fee quoted for the respective scope of the work
	Part – 1- Study & implementation	
1	Completion of Activities in Phase – A -GST implementation assistance	25%
2	Completion of Activities in Phase – B – Assistance in Actual Implementation	25%
	Part – 2- Post Implementation	
3	At the end of month after filing of returns for Ist quarter after implementation of GST	10%
4	At the end of month after filing of returns for IInd quarter after implementation of GST	10%
5	At the end of month after filing of returns for IIIrd quarter after implementation of GST	10%
6	At the end of month after filing of returns for IVth quarter/Annual Return, as applicable after implementation of GST	10%
7	Last payment on completion of services in all respect	10%

9.4 MANNER OF PAYMENT:

- a) Payment of invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company after deduction of tax at source as per applicable laws.
- b) In case the Consultants are required to travel out from Delhi/NCR/Telangana State on request of the Company, for the visits outside Delhi/NCR/Telangana, the travel/stay arrangements shall be made by the Company. No Out of Pocket Expenses, other than the quoted lump sum fees shall be paid for the assignment.
- c) All payments due to Consultant shall be made by the Company at Consultant designated bank. All bank charges will be to Consultant account.
- d) Consultant shall submit 2(two) sets of all invoices to Company address duly super scribed 'Original' and 'copy' as applicable for processing of payment. Such invoice should also contain the PAN No and Service Tax Registration No of the Consultant.

- e) Company shall within 21 days of receipt of the invoice notify Consultant of any item under dispute, specifying the reasons thereof, in which event, the payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the Company's right to question the validity of the payment at a later date.
- f) The acceptance by Consultant of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Consultant's rights in respect of any other billing, the payment of which may then or thereafter be due.

10.0 Fees:

10.1 The professional fees may be quoted on lumpsum fees basis in the enclosed **Annexure – I** and the same may be submitted separately in a sealed envelope marked as envelope containing 'Price Bid' for the assignment.

11.0 Earnest Money Deposit (EMD):

11.1 EMD amounting to Rs. 25,000/- (Rupees Twenty five Thousand only) in the form of DD favouring Ramagundam Fertilizers and Chemicals Limited or in the form of Bank Guarantee in the prescribed format from any Scheduled Bank excluding Gramin/Co-operative Banks, valid for 120 days, as per format given in Annexure-II.

11.2 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 Work order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.

11.3 No interest will be paid on the Earnest Money Deposit.

12.0 Security Deposit:

12.1 Security Deposit will be paid by successful bidder for due and faithful execution and performance of the contract. Successful bidder will submit the financial guarantee for due and faithful execution and performance of the contract for sum equal to 10%(ten percent) of the Contract Value (excluding Service Tax) in the form of Bank Guarantee from any Scheduled bank excluding Gramin/Co-operative Banks, as per the format attached at Annexure-III, within 15(fifteen) days of receipt of the Work Order, initially for period of fifteen months i.e period of assignment inclusive of post GST Implementation/ Handholding Assistance plus 3 months claim period.

Otherwise 10% value of order shall be retained which shall be returned on completion of assignment in all respect. The bank guarantee should be submitted by bankers directly to RFCL in a sealed cover and not through the bidder.

13.0 Delay in completion:

13.1 The subject assignment must be complete by consultant within the stipulated period as per Clause 6.0. Time is the essence of this Order and Completion time agreed shall be binding. In event consultant is not able to execute the Order within the stipulated time limit, RFCL will have a right either to cancel the Order without prejudice to any other rights to carry out the job from an alternate source at the cost of consultant and/or Consultant shall raise invoice with price reduction for late completion of the job at the rate of 0.5% of the order Value for every week subject to a maximum of 5% of the order value.

14.0 Force Majeure:

14.1 Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war; rebellion, mutiny, civil commotion, fire riot, earthquake, drought, floods, crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.

15.0 Arbitration:

15.1. The contract shall be governed by and construed in accordance with the laws of India.

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 the works or whether before or after termination, shall be referred to Chief Executive Officer, Ramagundam Fertilizers And Chemicals Limited for appointing arbitrator from the panel maintained by the RFCL or its promoters or any other person of repute including persons on the Panel of Arbitrators maintained by bodies like SCOPE Forum of Reconciliation and Arbitration (SFCA), Construction Industry Arbitration Council (CIAC), ICA, etc. to adjudicate the dispute. The decision of the arbitrator so appointed shall be final and binding on the parties.

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 or actual interest rate paid by the owner(RFCL) whichever is lower, prevailing on the date of award of contract.

Subject as aforesaid the provisions of India's Arbitration and Conciliation Act,1996 and the rules made there under or statutory modification or re- enactment thereof from time to time shall apply to the arbitration proceedings under the clause.

16.0 General:

16.1 Consultant shall at all times indemnify and keep RFCL indemnified against all risks, claims, suits or legal issues which may arise, if at all, from the execution of this contract and defend at your own cost any suit/claim or action brought against RFCL and hold RFCL free and harmless against all such claims/suit or actions which may be made against RFCL in respect of any infringement of any right protected in Indian Laws.

16.2 Consultant shall be responsible for observing all safety precautions with respect to working at RFCL office. Consultant shall be liable to take insurance cover at his cost to safeguard against any injury or death of any of his workmen as also to cover against third party risks during work at RFCL office.

17.0 Confidentiality

17.1 All details and information furnished by RFCL to the consultant shall at all time remain the property of RFCL and shall be returned by the consultant on demand at the end of the order. The consultant shall not make any use of such information for any purpose at any time save and except for the purpose of RFCL. The consultant shall not disclose the technical information furnished to or gained by the consultant unless or by virtue of or as a result of the implementation of the order to any person, firm, body corporate or authority and shall use all endeavor to ensure that technical information is kept confidential.

18.0 Jurisdiction:

18.1 This Order/Contract shall be deemed to have been entered into at Delhi and therefore would be under the jurisdiction of Delhi High Court.

19.0 Assignment and Subcontracting:

19.1 Except with the prior permission of the RFCL you will not assign, award/sub contract the work or any part thereof or any money due to any other Consultant/Contractor.

20.0 Termination:

20.1 RFCL reserves the right to terminate the Order in whole or in any part by serving 15 days written or fax notice to the Consultant at any time prior to completion of the contract period.

21.0 Cancellation:

21.1 RFCL reserves the right to cancel or reject any or all the quotations without assigning any reason whatsoever.

For Ramagundam Fertilizers And Chemicals Limited

(Sanjay Grover)
Dy.Manager (F&A)

Annexure A
(Part I: Techno – commercial Bid)

Subject: Tender for "Engagement of Professional consultant for implementation of GST in RFCL.

Reference : Tender Enquiry No. A/RFCL/CO/F&A/2017-18/GST

NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this tender enquiry. Deviations, if any mentioned elsewhere in our bid (whether techno-commercial bid or price bid) will be treated as null and void by RFCL.

Signature of Authorised Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization

ANNEXURE – B
PART-1 : Techno – Commercial Bid

Subject: Tender for "Engagement of Professional consultant for implementation of GST in RFCL.

Reference : Tender Enquiry No. A/RFCL/CO/F&A/2017-18/GST

GENERAL DECLARATION AND NON DISCLOSURE CERTIFICATE

I/We, _____ hereby certify that all the information and data furnished with regard to this tender No. _____ are true and complete to the best of my knowledge. I/We have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I/We do hereby also declare that during the tenure of GST implementation in the RFCL, any amendment in GST law /guidelines issued by Central /State Governments from time to time shall be automatically applicable to the contract to the extent they improve upon the stipulation of this tender from RFCL view.

I/We also undertake to maintain confidentiality of documents & information which shall be used during the execution of the contract and the documents & information shall not be revealed to or shared with third party which shall not be in the business interest of RFCL.

I/We further certify that I/We am/are the duly authorized representative of the Company/Firm i.e. under mentioned tenderer for signing and submission of bids and all other documents.

Signature & seal of authorized signatory
(To be given on the letter head of the bidder)

ANNEXURE – C
PART-1 : Techno – Commercial Bid

Subject: Tender for “Engagement of Professional consultant for implementation of GST in RFCL”.

Reference : Tender Enquiry No. A/RFCL/CO/F&A/2017-18/GST

NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank Address	
IFSC Code of the Bank	
Beneficiary Account Number	
Email ID	
PAN	

Enclosed: A photocopy / cancelled copy of one leaf from the cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, in case of any changes in the Bank particulars, the same will be immediately informed to RFCL.

Name & Signature of Authorised Signatory of Bidder
Seal of the bidder

EXHIBIT I
PART-1 : Techno – Commercial Bid

Subject: Tender for "Engagement of Professional consultant for implementation of GST in RFCL.

Reference : Tender Enquiry No. A/RFCL/CO/F&A/2017-18/GST

FIRM/COMPANY DETAILS

Name of the Firm/Company	
Address	
Name of Authorised Partner / Proprietor / Associate / Others (Specify)	
Date of Establishment	
Web Site Address, if any	
Service Tax/GST Registration No.	
PAN	
Tel / Mobile Nos.	

Name & Signature of Authorised Signatory of Bidder
Seal of the bidder

EXHIBIT - II
PART-1 : Techno – Commercial Bid

Subject: Tender for "Engagement of Professional consultant for implementation of GST in RFCL.

Reference : Tender Enquiry No. A/RFCL/CO/F&A/2017-18/GST

Relevant experience of the Bidder in the field of "Indirect Taxation" in India during last 7 (Seven) years or beyond it reckoned from the date of issue of Enquiry

S.No	Name & Address of client	Nature of Business of client	Nature of assignment	Nature of experience (whether Excise/Service Tax/VAT/WCT/CST/GST)	Works Order No. & Date	Name of Lead professional (s) who handled/handling this case	Present status of Assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Signature of Authorised Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organisation

EXHIBIT - III
PART-1 : Techno – Commercial Bid

Subject: Tender for "Engagement of Professional consultant for implementation of GST in RFCL.

Reference : Tender Enquiry No. A/RFCL/CO/F&A/2017-18/GST

Details of offices of the bidder

Sl.No.	Name of State/City	Name of Contact personnel	Complete Address	Structure of indirect tax team in the office	Telephone No./email id

Signature of Authorised signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of Organisation

EXHIBIT - IV
PART-1 : Techno – Commercial Bid

Subject: Tender for "Engagement of Professional consultant for implementation of GST in RFCL".

Reference : Tender Enquiry No. A/RFCL/CO/F&A/2017-18/GST

Details of composition of qualified professionals on the rolls of the bidder or as partners in the field of Indirect Taxation in India.

Sl.No.	Name of personnel/Partner	Name of the Professional Institute/ Bar Council of India	Status / Designation	Qualification of the Professional	Members hip No.	Date of obtaining members hip	Post qualification experience in the field of indirect taxation (No.of years)	Post qualification experience in the field of Indirect Taxation in Bidding Entity (No. of years)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signature of Authorised signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of Organisation

ANNEXURE-II

BID SECURITY FORM
(EARNEST MONEY DEPOSIT)

IN CONSIDERATION OF RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110 003 (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. _____ (RUPEES _____ ONLY).

1. WE _____ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS. _____ (RUPEES _____ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY RFCL REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.
2. 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 GUARANTEE 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 _____. 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 _____ 2017

CORPORATE SEAL OF BANK.

Annexure-III

BANK GUARANTEE FOR CONTRACT PERFORMANCE CUM 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 AND CHEMICALS LIMITED, a Company registered in India under Companies Act, 2013 and having its registered office at Core-III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement No. _____ dated _____ (hereinafter called CONTRACT) entered into between Ramagundam Fertilizers and Chemicals Limited (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONSULTANT) 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, Consultant has to submit a SECURITY DEPOSIT for Rs. _____.

CONSULTANT accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfilment 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 consultant has failed to fulfil its obligations under the contract for reasons for which consultant is liable and without any protest or demur and without recourse to consultant 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 Consultant 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)

Annexure-I

PRICE BID	
Price Bid for providing advisory services to Ramagundam Fertilizers and Chemicals Limited for Implementation of GST in RFCL Tender Reference A/RFCL/CO/F&A/2017-18/GST	
<i>Particulars</i>	<i>Lump Sum Fee Excluding Service Tax (Rupees)- In Figures</i>
(I) Lump sum fee Advisory Services for implementation of GST in RFCL- Scope of work as per Para 4.0 and 5.0 of Invitation to Bid.	
Total Quoted Fees in words-: Rupees-----	
(II). OPTIONAL : Man hour rate for consultancy services during the period after expiry of this assignment period, tentatively up to June 2019 excluding Travel & related expenses, which shall be arranged and/or reimbursed by RFCL at actual against documentary evidence. Rs._____ (In Figures) (Rupees in Words _____(excluding services tax)	
Note: 1. Bidders are required to quote fees as sought above and Bid will remain valid for 90 days from the Bid Opening date. 2. The above lump sum fee at (I) is inclusive of all out-of-pocket expenses. No out of pocket expenses, TA/DA and conveyance shall be paid in addition to the above quoted fees. 3. The above fee is excluding Service Tax. Service Tax or GST as applicable from time to time shall be on Company's Account. 4. TDS as applicable under Income Tax Act 1961 shall be deducted. 5 Lump sum fee shall remain firm and fixed and valid until completion of the contract and will not be subject to variation on any account. 6. In case of any discrepancy between the price quoted in words and in figures, the price quoted in words shall be considered for evaluation / award of work.	

Signature, Bidder Name & Seal of Authorised person

Date