रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

NIT : NOTICE INVITING TENDER

Rate Contract

Of

Supply of Mechanical Personnel with Specialized Skillsets for Shutdown Work at RFCL Ramagundam for a 30-Day Shutdown Period

at

RFCL, Ramagundam Site

for

a period of 1 Years and 3 Months extendable.

(Bidder's Initial & Seal)

Index/Table of Content

Sr.No.	ITEM	Page
1.	Index / Table of content	02
2.	Notice Inviting Tender/Letter inviting Bid	03 - 09
3.	Declaration Form Form-I (Annexure-I)	10
4.	Declaration Form Form-II (Annexure-II)	11
5.	Declaration Form Form-III(Annexure-III)	12 - 13
6.	Registration of GST number (Annexure-IV)	14
7.	Undertaking regarding Blacklisting (Annexure-V)	15
8.	Eligibility criteria (Annexure-VI)	16 - 18
9.	Evaluation criteria (Annexure-VII)	19
10.	Definition of Terms (Annexure-VIII)	20 - 22
11.	Scope of work & Special Terms & Conditions (Annexure-IX)	23 - 26
12.	Tool – Tackle list for shutdown work (In contractor scope on returnable basis (Annexure-X)	27
13.	General Terms and Conditions of Contract (Annexure-XI)	28 - 47
14.	Performa for proprietorship Affidavit (Annexure-XII)	48
15.	PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA (Annexure-XIII)	49 - 52
16.	Integrity Pact (Annexure-XIV)	NA
17.	SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT (Annexure-XV)	54 - 55
18.	BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD (Annexure- XVI)	56
19.	PERFORMANCE BANK GUARANTEE FORMAT (Annexure- XVII)	57 - 58
20.	Proforma for Indemnity Bond (Annexure- XVIII)	NA
21.	Form of contract (Annexure- XIX)	60 - 68
22.	No deviation confirmation (Annexure-XX)	67
23.	Schedule of Rates (Annexure-XXI)	68

Note: This document tender document must be uploaded along with the Technical Bid duly singed on each page as a proof that bidder has read and understood terms and condition defined in the NIT along with all corrigendum.

(Bidder's Initial & Seal)

Ramagundam Fertilizers And Chemicals Limited
रामागुंडम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

रामागुंडम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

(A Joint Venture Company)

Site Office : Fertilizers City, Ramagundam - 505 210, Dist. Peddapalli, Telangana.

Website: www.rfcl.co.in, E-mail: rfcl.ramagundam@rfcl.co.in

GSTIN : 36AAHCR2335P1ZY, CIN : U24100DL2015PLC276753

TENDER/ NIT Ref. No.: RFCL/SITE/MECH/2026-27/M03/ARC_SD_Specialized Skillsets Date: 30/10/2026

To,
M/s_____
_____
_____

Subject: Tender for "Contract for Supply of Mechanical Personnel with Specialized Skillsets for Shutdown Work at RFCL Ramagundam for a 30-Day Shutdown Period (12-Hour per Day Basis), with a Contract Validity of 1 Year, Extendable by 3 Months.".

Dear Sir,
Sealed TENDERS are invited for the work as detailed below:

1.	Name of Work:	Tender for "Contract for Supply of Mechanical Personnel with Specialized Skillsets for Shutdown Work at RFCL Ramagundam for a 30-Day Shutdown Period (12-Hour per Day Basis), with a Contract Validity of 1 Year, Extendable by 3 Months."
2.	Earnest Money Deposit: (Tender received without EMD is liable to be rejected)	Bidder to submit Earnest Money of **1,00,000.00** (Rupees One lakh Only) in the form of Crossed / A/c payee Demand Draft in favour of "Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam" or E-transfer in RFCL-site account [A/c detail mentioned in point 19.a (page 4 of this NIT]. **Note:** 1) Cheque shall not be accepted in any case. 2) This is a service contract. Hence, Bidders registered under National Small-Scale Industries/MSME are exempted from submission of E.M.D as detailed in GTC Cl. No. 1.8.0 (b). 3) Tender received without EMD are likely to be rejected.
3.	Validity of Tender	120 Days from the date of opening of the tender/technical bid.
4.	a) / Period of Validity Contract	1 (one) year from the contract start date mentioned in Letter of acceptance and extendable for 3 months if mutually agreed on same term & condition of the contract.
5.	b) Time of Completion:	Last date mentioned in LOA/LOI
6.	Date and time of Issue of Tenders:	30/10/2026 at 15:00 Hrs.
7.	Last date and time of Receipt of Tenders:	20/11/2026 at 15:00 Hrs.

(Bidder's Initial & Seal)

8.	The date and time of Opening of Tenders:	21/11/2026 at 15:00 Hrs.
9.	Place of receipt and Opening of Tenders:	Office of Chief Manager (Mechanical), Ramagundam Fertilizers and Chemicals Limited, Ramagundam – 505210, Dist- Peddapally, Telangana

10) RFCL reserves the right to change/amend the tender schedule (date and/or time) and such revised schedule through corrigendum to be displayed on **GeM portal** & also on RFCL web site.

11) Tender Documents may be downloaded from our website www.rfcl.co.in or https://gem.gov.in/ . 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.

12) All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing to Chief Manager (Mechanical). at least 7 (Seven) days prior to the closing date of the tender.

13) The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.

14) The rates should be quoted item wise for the complete Scope of Work as per Performa 'Schedule of Rates'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for 120 days from the date of opening of technical bid for the acceptance.

15) In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be acceptable.

16) The tenderer shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of Rates.

17) Ramagundam Fertilizers and Chemicals Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender. The tender can be split between two or more tenderer without assigning any reason thereof as per the requirement on case-to-case basis.

18) Incomplete Tenders or Tenders not accompanied with the required Details / Documents/ ~~Tender fee/~~ EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.

19) Mode of Tendering

Ramagundam Fertilizers and Chemicals Ltd. (A Joint Venture of NFL, EIL & FCIL) intends to select a vendor/ contractor for LINING UP Contract for "Overhauling of Steam Turbines of Synthesis Gas and CO_2 Compressors" at RFCL, Ramagundam site as per scope given against this tender, in Two part bid system, through e-tendering.

In this regard, RFCL invites offers from eligible bidders. The NIT will be posted on website: www.rfcl.co.in and also at Government e Marketplace (GeM) **(url: https://gem.gov.in/)** where

(Bidder's Initial & Seal)

parties will be able to download the tender documents for participation in the e-tender and submit their bids online. Bidder may submit the Bid Formats duly filled and signed could be scanned. Other documents could be in PDF format.

Use of digital signature certificate shall be as per applicability of GeM portal for participating in e-tendering process.

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 contact any one of the following:

a) **M/s RFCL – Site, Ramagundam**

1) **Mr. M SANTHOSH KUMAR,** **Chief Manager (Mechanical))** RFCL-Site **☎: 08728-228307, Ext: 1231** **: +91 8317602246** Email: **santhosh.kumar@rfcl.co.in**	2) **Mr. Atul Singh** **Senior Manager (Mechanical)** RFCL-Site **Mob No: 7771880006** Email: atulsingh@rfcl.co.in

b) **Please see GeM portal for technical support.**

To participate in e-tendering of RFCL, please refer **Government-e-Market Place (GeM) (URL: https://gem.gov.in/)** 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 the entire responsibility of the vendors to protect their own login Id and Password/ digital certificate so that is not misused by another person.

20) Submission of Tenders –

a) No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.

b) Tender documents should be submitted along with duly filled in all Annexures.

c) The tender will be divided in three parts-

1. Earnest money.
2. Technical bid
3. Price bid

Part. 1: Under this part Tenderer will upload scanned copy of Earnest Money specified in NIT in form of DD/Banker's cheque/ Online Transfer/ Bank Guarantee in favour of "Ramagundam Fertilizers and Chemicals Limited" payable at Ramagundam.

In case payment of EMD by Demand Draft/ Banker's Cheque/BG, **the hardcopy of original documents should reach us before due date and time of opening of technical bid failing which the offer shall to be liable to be rejected.**

RFCL's site bank Details for RTGS/NEFT are as follows:

a)	Beneficiary Name	:	M/S RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED.
b)	Name of bank	:	STATE BANK OF INDIA
c)	Branch	:	FERTILIZER CITY, RAMAGUNDAM (61777)
d)	Account Number	:	36727029257
e)	IFSC No.	:	SBIN0061777

Part. 2: Under this part Tenderer will upload scanned copy documents as under_

Bidder to submit the following documents–

• *Complete signed NIT (all pages)* • *GST & PAN* • *EPF & ESIC Registration Certificate* • *Firm registration certificate* • *Certified copy of Power of Attorney* • *Black listing certificate (Annexure -V)* • *Declaration Form Form (Annexure-I,II &III)*	• *Work Orders + Completion Certificate* • *Procurement from a bidder which shares a land border with india form-1 &2 (Annexure-XIII)* • *Partnership deed (If applicable)* • *Any other documents as mentioned in NIT* • *Bank Mandate/Cancelled Cheque*

Part 3: Tenderer needs to quote the price in GeM portal itself. The bid price shall include all the costs for the entire scope of work as per the Bidding Documents. Bids based on a system of pricing other than that specified shall be rejected. Bidders shall not upload the price details in the technical part of the bid. In case the bidder submits the prices in the technical part of the bid, same shall not be considered and price submitted by bidder in the financial part of bid shall be final and will be considered for price bid evaluation of bid.

21) Opening of Tender:

The Tender shall be opened through GeM as under:

Part. 1:

Super scribed 'Earnest Money containing Earnest Money shall be opened first on the Scheduled Date & Time of opening of tenders in the presence of the Tenderers or their representative, who wish to be present at the time of Tender Opening.

Part. 2:

Super scribed 'Technical Bid' will then be opened and discussion would be carried out with the respective Tenderers for clarifications, if any.

Part. 3:

Super scribed 'Price Bid' will be opened if technical bid and EMD found in order on the same day or at a later date, which shall be intimated to the Tenderers.

(The tenders will be opened electronically by RFCL at RFCL site, Ramagundam. 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.)

22) TENDER FORM

The tender document contains the Instructions to the Tenderer, Scope of work, Special Terms & Condition (STCC) etc. which shall be duly signed by the tenderer or their authorized representative and uploaded. Tenderers may note that conditional offers shall not be entertained.

The Instructions to the Tenderer, Scope of work, Special Terms & Condition (STCC) etc. shall be deemed to form an integral part of the Contract and Agreement

The Tenderer shall quote Rates in Rupees against each slab in the requisite format of Annexure-XXI (Excel upload) available in the tender document is to be uploaded on website Government e Market Place (GeM) (URL: https://gem.gov.in/) only.

Excel Sheet is uploaded indicating quantity in all heads as per estimation. PDF of same has to be uploaded by bidder as price break up. In the absence of pdf upload of price breakup tender is liable to be rejected. The Tenderer shall quote Single Rate against each item and not the multiple rates in the Schedule of Rates. Any Tender with the multiple rates quoted will be summarily rejected. The rates quoted should be inclusive of all Taxes, Duties, Royalties and other Statutory Levies to be payable but excluding GST. Unless specified to the contrary in the bid, all present taxes shall be borne and paid by the contractor. The rate of GST shall be quoted extra. TDS as applicable shall be deducted from the bill.

23) **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.

24) **GST Nos.**

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY

25) RFCL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the technical bids.

26) Evaluation of offer shall be on overall L-1 basis.

27) All pages shall be initialed at the lower right-hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.

28) No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.

29) The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister / group / Associates Company. In such cases only one of them will be eligible for participating in the tender.

30) While submitting the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawalof offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.

31) One person will be allowed to represent only one company during discussion/negotiation with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.

32) RFCL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.

33) In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happen to be a holiday / closed day, the tender will be received / opened on the next working day.

34) More than one quotation in a single sealed envelope will not be considered. Not more than one tender shall be submitted by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.

35) The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.

36) RFCL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.

37) RFCL shall not be responsible for delay, loss or non-receipt of tender document sent by post.

38) The personnel of the contractor shall not enter into any unlawful activity within the premises of RFCL and have a good character.

39) In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the party. RFCL shall not be responsible on this account whatsoever.

40) The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from RFCL. If at any time such a discrepancy is detected, the contract shall stand terminated without any notice and the security deposit shall be forfeited.

41) The offers received after scheduled date and time of submitting the offer would be out rightly rejected.

42) If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, RFCL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, RFCL shall deem such tender as cancelled, unless the firm retains its character.

43) RFCL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.

44) If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing / rigging influencing the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 1 year.

45) Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

46) Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer 'a n d their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.

47) "Bidder shall not be affiliated with a firm or entity:

a) That has provided consulting services related to the work to the RFCL during the preparatory stages of the work or of the project of which the works/services forms a part of.

OR

b) That has been hired (proposed to be hired) by the RFCL as an Engineer/ Consultant for the contract."

48) Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XIII.

49) The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign

measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate",refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such "Power of Attorney" shouldbe stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender."

50) In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to RFCL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

51) RFCL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by RFCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by RFCL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RFCL thereunder."

52) This letter/instructions shall form part of the contract document and shall be signed and returned along with the tender documents.

53) The Tender shall be addressed to Chief Manager (Mechanical), Ramagundam Fertilizers and Chemicals Ltd., Fertilizer City, Ramagundam-505210, Dist. Peddapalli (T.S).

Thanking you,

Yours Sincerely,

For & on behalf of Ramagundam Fertilizers & Chemicals Ltd, Ramagundam -505210

M. SANTHOSH KUMAR
CHIEF MANAGER (Mechanical)
Ramagundam Fertilizers and Chemicals Limited
Ramagundam Dist. Peddapalli-505210, T.S.

(M Santhosh Kumar)
Chief Manager (Mechanical)
E-mail: santhosh.kumar@rfcl.co.in Mob: 8790237046

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

ANNEXURE-I

DECLARARTION FORM-I
(To be kept in Part-2)

TENDER/ NIT Ref. No.: RFCL/SITE/MECH/2026-27/M03/ARC_SD_Specialized Skillsets Date: 30/10/2026

To,
Chief Manager (Mechanical)
Ramagundam fertilizers & Chemicals Limited Fertilizer City, Ramagundam
District: Peddapalli (Telangana) Pin Code- 505 210

Subject: Tender for "Contract for Supply of Mechanical Personnel with Specialized Skillsets for Shutdown Work at RFCL Ramagundam for a 30-Day Shutdown Period (12-Hour per Day Basis), with a Contract Validity of 1 Year, Extendable by 3 Months".

I/We .....have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of "..... " work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in- charge of M/s. Ramagundam Fertilizers and Chemicals Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.

I / We agree to accept payment by ECS / EFT from your Bank. Details of my/our Bank A/c No. are as under:

Bank A/c No. :.....
Type Account (Current A/c or Saving A/c) : .....
Name of the Bank : .....
Address of the Bank & Branch : .....
Branch Code:.....
IFSC Code :.....

In case of acceptance of the tender by Ramagundam Fertilizers & Chemicals Limited, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection or claim to the forfeiture of the Earnest Money deposited with Ramagundam Fertilizers & Chemicals Limited, RAMAGUNDAM.

Thanking you

Yours faithfully

For M/s _____

(Signature of Contractor/Tenderer with SEAL)
Address: .....

(Bidder's Initial & Seal)

Annexure - II

DECLARATION FORM-II

(To be kept in Part-2)

The following declaration to be signed by Tenderer / Contractor and to be submittedalong with required documents which would be duly self- certified:

Sr. No.	DESCRIPTION			
1	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of RFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. RFCL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	YES / NO (If Yes, give the following details:		
		Name & Design. of the Employee	Place of Posting	Relation with the Employee
2	P.F. Registration No. of the firm / company to be indicated along with Documentary proof thereof.			
3	PAN No. (Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentary Proof thereof.			
4	GST Registration No. of the firm / company issued by GST authorities along with Documentary Proof thereof.			
5	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.			
6	MSME Registration If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.	Yes / No (If Yes, a Self-certified copy of registration certificate to be submitted) Mention the category i.e. Micro/Small/Medium		
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8	Name of the Firm			
9	Address of the Firm			
10	Contact Details:Name of the Person: Mobile number / Landline Number Email	Contact Details: a) b) c)		
11	Power of Attorney/authorization for submission of tender document, as applicable Submitted	Yes / No		
12	~~Tender cost amount, DD Number and Date~~	NA		
13	EMD amount, DD/UTR Number and Date			

Note: Please attach separate sheets for the details, wherever necessary.

Signature of the Contractor/ Tenderer with SEAL

Place: _____

(Bidder's Initial & Seal)

Dated: _____

Annexure - III

DECLARATION FORM-III

(To be kept in Part-2)

To,
CM (Mechanical)
Ramagundam fertilizers & Chemicals Limited Fertilizer City, Ramagundam
District: Peddapalli (Telangana) Pin Code- 505 210

Subject:
TENDER/ NIT Ref. No.: RFCL/SITE/MECH/2026-27/M03/ARC_SD_Specialized Skillsets Date: 30/10/2026
Name of the contract: "Contract for Supply of Mechanical Personnel with Specialized Skillsets for Shutdown Work at RFCL Ramagundam for a 30-Day Shutdown Period (12-Hour per Day Basis), with a Contract Validity of 1 Year, Extendable by 3 Months."

Dear Sir,

1	UNDERTAKING a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional. b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us. c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope- III, have been duly filled. d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.
2	ACCEPTANCE OF TENDER CONDITIONS I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C &NIT without any reservation and shall abide by the same.
~~3~~	FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE With reference to your NIT No._____dated_____and the tender documents displayed on your web site, we hereby submit our tender for the subject work. Since we have not purchased the tender document from your office and the tender documents have been downloaded by us from RFCL website, we are hereby enclosinga demand draft No._____dated of.....(Bank) amounting to Rs.__(Rupees_____ only), in favour of RFCL, payable at towards the cost of tender documents.
4	Labour License *(If applicable)* The contractor shall obtain Labour License, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules,1971 and submit a copy of the same to RFCL,before start of execution of contract work. Accordingly, we hereby give undertaking that:"As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of _____from theappropriate Licensing

(Bidder's Initial & Seal)

	Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to RFCL, before start of execution of contract work".
5	I/We declare that the information and documents submitted along with thetender by me/us are correct and I/we are fully responsible for the correctnessof the information and documents, submitted by us. It is further certified thatI/We will not get myself/ourselves registered under more than one name
6	I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of RFCL
7	I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee be sides any other action provided in the contract including banning of business as per rules of RFCL.

Thanking you

Yours faithfully
For & on behalf of Tenderer/Contractor

Signature of the Contractor/ Tenderer with SEAL
Place: _____
Dated: _____

Annexure-IV

REGISTRATION OF GST NUMBER

Requirement of GST Number:

The bidders are required to obtain the valid GST No., if applicable, as per laid down provisions under GST Act and submit a copy there of as documentary evidence. Further in case the registration is not applicable under GST Act the same may be confirmed and following undertaking may be given by bidder

UNDERTAKING

Whether Registration certificate obtained: ***Yes/No*** *(tick whichever is applicable)*

a) In case Yes, copy of valid certificate enclosed.
b) In case No, it is confirmed that registration under GST Act is not applicable.
c) In case registration under GST Act becomes applicable during the currency of contract, same shall be obtained and copy of valid GST No. shall be submitted to the RFCL.

(Signature & stamp of bidder)

Annexure-V

(To be kept in Envelope No. II)

Undertaking

(On Bidder Letterhead)

With reference to NIT No.- RFCL/SITE/MECH/2026-27/M03/ARC_SD_Specialized Skillsets Date: 30/10/2026 of Ramagundam Fertilizers and Chemicals Limited, for "Contract for Supply of Mechanical Personnel with Specialized Skillsets for Shutdown Work at RFCL Ramagundam for a 30-Day Shutdown Period (12-Hour per Day Basis), with a Contract Validity of 1 Year, Extendable by 3 Months." I,..... S/o ..... R/o..... do hereby solemnly affirm and declare as Proprietor / Partner / Authorized signatory of the firm on behalf of M/s.....as under :

i. That my / our firm / sister concern/their associates etc. has not been black listed, debarred, de-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.

ii. No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.

iii. That information furnished by me / us in respect of the above tender is true and correct and nothing has been concealed. In case any of the information is found to be false and /or incorrect at any stage, RFCL shall be at liberty to take the necessary action as deemed fit.

DEPONENT

Dated:_____

VERIFICATION

It is certified that the above contents / facts are correct and true to the best of myknowledge and belief and nothing has been concealed therein.

DEPONENT

Place_____

Date: _____

(Bidder's Initial & Seal)

Annexure -VI

ELIGIBILITY CRITERIA

The bidders, in order to become eligible to participate in the bid, need to meet the following eligibility criteria and submit the self-certified documentary evidences in support thereof, failing which price bid shall not be opened.

Techno-Commercial Criteria-

S. N.	Eligibility Criteria	Supporting Documents Required
1	**a)** The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc. and **b)** b) Affidavit as per Annexure-III on Non judicial paper in original and Power of Attorney / Authorization,	▪ In case of sole proprietorship, the bidder shall submit affidavit on Non- Judicial stamp paper of appropriate value in original, duly attested by notary regarding status / style of the business entity as per Annexure-XIII ▪ Partnership firm shall submit a copy of Partnership Deed attested by notary ▪ Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association ▪ Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA. ▪ Affidavit in original ▪ The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary /Magistrate in case of Sole Proprietor / Partnership Firm/Company or Authorization (backed by Board Resolution) in case of a Company in favour of a person who has signed the tender documents on behalf of tenderer / Firm / Company
2	a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No. b) Declaration / Disclosure regarding any relation(s) with employees of RFCL, Downloading of tender forms from RFCL website etc.	The bidder shall submit Declaration I, II & III with self-attested copy of related documents wherever required like i) PAN Card. ii) GST registration certificate iii) P.F Registration No. issued by PF Authorities. iv) ESI Registration No.

(Bidder's Initial & Seal)

3	The bidder should have successfully completed "**Mechanical Manpower supply / Mechanical Maintenance work / Mechanical Shutdown work/ O&M of plant / Mechanical Project work** in **Chemical /Petro-chemical /Fertilizer /Metal /Power Plants Industry**" with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.	The bidder shall submit a copy of Purchase/Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following- a) Three similar completed works each costing not less than ₹ 19,44,000.00 + GST. (With performance / completion certificate) OR b) Two similar completed works each costing not less than ₹ 24,30,000.00 + GST. (With performance/ completion certificate) OR c) One similar completed work costing not less than ₹ 38,88,000.00 + GST. (With performance / completion certificate) Copies of Work orders in support of the above with full technical scope of work & commercial details including work order value along with the completion certificate from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion. Note: Completed Similar works means award of WO and completion of same in stipulated period.
4	Average Annual financial turnover of the bidder during the last 3 years ending 31st March of the previous financial year should be at least ₹ 14,58,000.00	Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c with UDIN of chartered Accountant for the last three financial on 31st March of the previous financial year (i.e. FY *2025-26, 2024-25 and 2023-24*). In case the bidder do not fall under the ambit of statutory audit and do not have audited annual reports/audited balance sheets and Profit & Loss statements, shall submit a statement indicating year wise turnover certified by Statutory Auditor/practicing Chartered accountant with UDIN.

Note:

1) In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.
2) In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of

remaining partnership firm shall be reworked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

3) In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s). on the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership, deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
4) Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
5) In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
6) If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
7) In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
8) In case company A is merged with company B, then company B would get the credentials of company A also.

Signature of the Tenderer / Contractor with Seal

(Bidder's Initial & Seal)

ANNEXURE-VII

EVALUATION CRITERIA

1. The contract shall be awarded on Composite L – 1 basis. However, in case, it is found that L–1 tenderer has quoted non-workable rates for one / more items due to which they become L–1, RFCL reserves the right to reject such tender. This condition shall be applicable on next lowest tender (s) also.

2. If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.

3. Tenderer are required to quote their rates of the respective item of work as per the "UNIT" of Item mentioned in the Schedule of Quantities. If it is found that the contractor has quoted his rates against a particular item(s) by changing the "UNIT", the such quoted rates of the contractor with the changed "UNIT" shall be ignored and treated as UNQUOTED RATE against that particular Item(s)and the tender shall be evaluated as Para 2 above.

4. The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website. In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening. However, where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly.

   However, revision in prices, if any, may be through Add-on/reduction on account of change in terms/conditions and/ or technical specifications w.r.t original price bid submitted by all the eligible before opening of original price bid. While evaluating the offer, the impact of add-on/reduction on the original price bid should be considered and no fresh revised price bid should be sought from bidders against the same tender.

5. If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.

6. The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed: -

   a) When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.

   b) When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.

   c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

ANNEXURE-VIII

DEFINITIONS OF TERMS

1. In the contract documents herein defined where the context so admits, the following words and expression will have the meanings assigned to them respectively:

   "The OWNER or RFCL" means the Ramagundam Fertilizers and Chemicals Limited ,in corporate in India, having its registered office at Scope Complex, 7 Institutional Area, Lodhi Road New Delhi110003 India.

   "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.

   "The Bidder" (including the terms" tenderer", "consultant" or "service provider") in certain context means any eligible person, firm or company, including a consortium (that is association of several persons, or firms or companies) participating in the procurement process with a procuring entity.

   "Notice Inviting Tenders (NIT)" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the procuring entity, which informs the potential bidders that it intends to procure goods, services and/ or works.

2. The "ENGINEER-IN-CHARGE" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.
5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.
6. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company. Contractor includes "Service Provider or Consultant" also.
8. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.
13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.

(Bidder's Initial & Seal)

14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.
15. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
16. "ZERO DATE" shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier or as mentioned in work order.
17. "GTC/GTCC" means General Terms & Conditions of Contract. "STC" shall mean Special Terms and Conditions of the contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTC. In case of any discrepancy or inconsistency between technical terms and conditions, special terms and conditions and general terms and conditions, the following order of preference shall be followed:
    a) Scope of Work /Technical Terms and Conditions
    b) Special Terms and Conditions
    c) General Terms and Conditions (GTC/GTCC)
19. "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents
20. "Class-1 local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 20171;
21. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 20172;
22. "Competent Authority" means the officer (s) who have been delegated the financial powers to approve the decision.
23. "e-Procurement" means the use of information and communication technology (specially the internet) by the procuring entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures;
24. "Enlistment" means including the name of the contractor in the list of after verification of credentials.
25. "Goods" includes all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, medicines, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machineries comprising an integrated production process or such other categories of goods or intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc., for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance
26. "Invitation to (pre-)qualify" means a document including any amendment thereto published by the procuring entity inviting offers for pre-qualification from prospective bidders;

27. "Invitation to Enlist" means a document including any amendment thereto published by the procuring entity inviting offers for bidder enlistment from prospective bidders;
28. "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent3.
29. "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 20174
30. "Pre-qualification (bidding) procedure" means the procedure set out to identify, prior to inviting bids or along with tender , the bidders that are qualified to participate in the procurement;
31. "Pre-qualification document" means the document including any amendment thereto issued by a procuring entity, which sets out the terms and conditions of the pre- qualification bidding and includes the invitation to pre-qualify;
32. "(Public) Procurement Guidelines" means guidelines applicable to Public Procurement, consisting of under relevant context a set of- i) Statutory Provisions (The Constitution of India; Indian Contract Act, 1872; Sales of Goods Act, 1930; and other laws as relevant to the context); ii) Rules & Regulations (General Financial Rules, 2017; Delegation of Financial Power Rules and any other regulation so declared by the Government); iii) Manuals of Policies and Procedures for Procurement (of Goods; Works; Consultancy/ other services or any for other category) promulgated by the Ministry of Finance and iv) Procuring Entity's Documents relevant to the context (Codes, Manuals and Standard/ Model Bidding Documents);
33. "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to enlist or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the contract;
34. "Procuring Entity" (including Procuring Authority or Employer) means any Ministry or Department of the Central Government or a unit thereof or its attached or subordinate office to which powers of procurement have been delegated;
35. "Prospective bidder" means anyone likely or desirous to be a bidder;
36. "Reverse auction" (or the term 'Electronic reverse auction' in certain contexts) means an online real-time purchasing technique utilized by the procuring entity to select the successful bid, which involves presentation by bidders of successively more favorable bids during a scheduled period of time and automatic evaluation of bids;
37. "service" is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services';
38. "Subject matter of procurement" means any item of procurement whether in the form of goods, services or works or a combination thereof;
39. "Works" refer to any activity, sufficient in itself to fulfill an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (i) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.

ANNEXURE – IX

SCOPE OF WORK & SPECIAL TERMS & CONDITIONS

1.1. Contractor's Scope:

Scope of work includes but not limited to the following:

1.1.1. Contractor will provide sufficient number of mechanical manpower as per SOR for carry out /Support all type of mechanical shutdown activity. Some works Like-

- Rotary Equipments installation/repair/modification/maintenance,
- Static equipment installation/repair/modification/maintenance,
- Opening and box up of vessels cover, manhole, flange etc.
- Piping- Open& box up, drop, replacement of valve, installation and removal of blind/plate. Modification , fabrication and erection
- Scaffolding work with RFCL provided material(including outside & inside the equipments),
- Welding, gas- cutting, grinding, Insulation and painting etc.
- Open, Box-up, Lifting, shifting & housekeeping,
- Assisting RFCL employee in various maintenance activity,
- Hot work, cold work, Work in confined space and Work at height

1.1.2. All general tools and tackles required to execute the shutdown job, will be in the scope of contractor. **(provide minimum tool-tackles per annexure -X in advance before 7 days from the shutdown start date)**

1.1.3. RFCL will inform the contractor in advance 15 days before start the shutdown for deploying sufficient numbers of manpower.

1.1.4. To maintain one Hand Trolleys / vehicle of his own for shifting of materials.

1.1.5. Contractor make a close liaison with the RFCL's Engineer In-Charge for day-to-day progress of the job.

1.1.6. Technically sound and experienced supervisor for the supervision of work in contractor scope.

1.1.7. Construction of Store cum office inside the factory premises on the space provided by RFCL.

1.1.8. Lodging and to & fro Local Travelling of their staff and workman from work site to their place of stay.

1.1.9. The necessary security arrangements, at his own cost, for his office & stores, to ensure safety of all Equipment/ Material.

1.1.10. Personal Protective/ Safety equipment like Safety shoe, Helmet, Self-reflective jackets, dust mask and era plug Hand gloves, Face shields etc. required for execution of work.

Note: Contractor will supply following minimum quantities of PPE's to RFCL for his manpower along with tool tackles in advance before 7 days from the shutdown start date (Proper gate entry paper submit to RFCL- EIC)-

Sr. No.	*PPE's Name*	*Minimum Qty.*
1.	*Hand glove (Cotton)*	*1,000 Pair*
2.	*Safety Goggle*	*100 Nos.*
3.	*Ear Plug*	*100 Nos.*
4.	*Dust Mask*	*200 Nos.*
6.	*Face shields*	*5 Nos.*
7.	*Safety Harness*	*15 Nos.*
8.	*Self-reflective jackets*	*55 Nos.*

Above Quantity is tentative and only for making a PPE's stock in RFCL for his manpower. Contractor may increase quantity according to execution of work/requirement.

1.1.11. All the workmen of the contractor deployed against the contract by the contractor must wear Safety Shoe, Helmets and other PPE's . this is the sole responsibility of the contractor to provide Safety Shoe, Safety Helmets and other PPEs to their workmen.

(Bidder's Initial & Seal)

1.1.12. Workmen Medical and police verification charges in contractor scope (If required).

1.2. RFCL's Scope:

2.2.1. Space inside the factory premises for Store cum Office construction shall be provided on free of Cost.
2.2.2. Hand Lamp (24V) for Lighting inside the Closed Vessel area as per requirement.
2.2.3. All spares, Anti-rust agent, cleaning agent, lubricants, gaskets, bolts and nuts, all type of gaskets, gaskets, jointing/gasket sheet & rubber sheet required for the execution of work.
2.2.4. Compress Air, Construction Water, Construction Power, etc. as per requirement and availability.
2.2.5. Construction aids like Cranes, Tractor Trolley etc. depending upon the requirement of construction aids for execution of work.
2.2.6. Structural steel required for fabrication of jigs and fixtures will be supplied by RFCL free of cost.

1.3. Execution of Work:

1.3.1. The work shall be executed strictly in accordance with the terms & Conditions laid down in this tender documents

1.3.2. The work shall be executed as per relevant Indian Standard Specification and International Standards, Codes of Practice and good engineering practices etc., whether specifically mentioned in the Tender Document or not.

1.3.3. The Contractor may have to execute the work in co-ordination with Engineer In-charge.

1.3.4. The Contractor will maintain sufficient work force as well as supervisors. He will increase the work force adequately depending upon the quantum of job from time to time.

1.3.5. Work shall be carried out strictly in accordance with the schedule of Rates.

1.3.6. All the rates wherever required shall include shifting charges for the material required to be brought from main stores for execution of work and shifting the unused & old material to main stores or place indicated by Engineer In-charge.

1.3.7. Minimum wages prevailing during the execution of contract as per GOI order (according published by office of the chief labour commissioner (c) under ministry of labour & Employment).

1.3.8. No Escalation/de-escalation provide to contractor on quoted SOR rate.

1.3.9. Wages to the personnel engaged will be paid to them in full by RTGS/NEFT into the individuals Account and proof of the same will be submitted along with the bills.

1.3.10. Contractor should provide at least a three National Holidays (26th January, 15th August and 2nd October) as paid Holidays and also all RFCL's Paid Holidays to his manpower (If any NH/GH/PH applicable during shutdown period). Same payment reimbursed to contractor by RFCL in man-days as per SOR)

1.3.11. After instruction of EIC, If any contractor manpower performed full day duty on weekly off, National Holidays and RFCL Holidays (NH/PH/RH), contractor will provide wages equal to double wages (i.e., 2 wages). same will be reimbursed to contractor by RFCL under SOR mandays rate.

1.3.12. Normal working hours per day: 12 hours (Excluding interval time if applicable).

Example: G-Shift duty hours 08:30 AM to 09:30 PM,

N-Shift or Day Shift or etc. as per RFCL-EIC = 12 hrs. duty + 1 hrs. Lunch/Dinner

1.3.13. After instruction of EIC, if any contractor employee perform duty beyond normal working hours due to manpower shortage, contractor will provide double wages. same will not be reimbursed to contractor from RFCL. (Contractor will provide sufficient numbers of manpower from the starting of the shutdown for avoiding overtime).

1.4. Schedule of Rates (SOR):

1.4.1 The bidder shall have to submit the Schedule of Rates Performa duly filled in, failing which their price bid will not be accepted. Bids having less than current minimum wages and not fulfilling the related statutory requirement as per labour laws applicable/ as specified by Govt. of India from time to time will be rejected.

1.4.2 Party has to quote SOR rate after considering the all overhead charges like Contractor profit, PPE's, tools -tackles, manpower accommodation, food, travel, mobilization charges and all other over heads charges.

1.4.3 The work shall be awarded on overall L-1 basis after evaluation of the bids based on overall quoted rates by the bidders as per quantities given in the schedule of quantities. It may be noted that, for evaluation purposes, if the tenderer does not quote rates for items under SOR, the same may be declare technically not suitable.

1.4.4 The bidder shall quote single rates against each SOR items and not the multiple rates in single Schedule of Rates. Any bid with the multiple rates quoted will be summarily rejected.

1.4.5 The rates quoted should be inclusive of all taxes except GST. Unless specified to the contrary in the bid, all present taxes and statutory levies other than GST shall be borne and paid for by the bidder. The GST will be reimbursed to the contractor against Tax invoice subject to submission of documentary evidence. Payment of the taxes and other statutory levies shall be the responsibility of the bidder Contractor and shall not be payable by RFCL.

1.4.6 Bids shall be evaluated on overall L-1 basis i.e lowest landed cost to RFCL.

1.4.7 The quantities mentioned in SOR are indicative only & payment will be released on quantities actually executed.

1.5. Contractor shall arrange for the required number of workers whenever required by Engineer in-charge so that the job has to start without delay.

1.6. Payment shall be made on actual manpower supply (According to SOR items), which will be duly certified by concerned RFCL Engineer in Charge.

1.7. All the jobs are to be carried with safety norms applicable for carrying out the specific job under the instruction of Engineer-in-Charge and safety authorities. The contractor must make following safety appliances available to the workers while at job site: Safety Helmet, Safety Shoes, Safety goggles, Ear plugs, self-reflective jackets and Hand Gloves. Apart from these PPEs any other PPEs, if required for the job shall be provided by RFCL.

1.8. GTCC clause 1.22.0 may read as

"Validity of Contract: Contract shall be valid for One year from the date of Notification from Engineer-in-Charge for the start of work. LOI / Work Order shall be issued but effective date for start of Contract shall be from the date of Notification from Engineer-in-Charge for the start of work.

Extension of Contract: The extension of contract can be given on the same rates, terms & conditions for a period of three months at sole discretion of RFCL.

Further extension to the contract may be given only in exceptional circumstances based on mutual discussions / consent."

1.9. At the time of start of the contract by the contractor, the list of tool & tackle or any other equipment brought inside by the contractor at site is to be submitted by them, which will be verified by RFCL EIC. If any addition and deletion is there, they have to inform to RFCL in writing after end of shutdown during exit verification. If any other additional item more Other than the list submitted by the contractor will be found, strict action will be taken against the contractor & out pass will be given for listed items only.

1.10. Penalty:

I) Less or Un- sufficient or No Manpower deployment : Contractor will deploy sufficient manpower on shutdown start date or any deployment date mentioned by RFCL. If any delay seems in deployment RFCL will impose following penalty -

a. IBR WELDER / WELDER = Rs.1000 per day per person.
b. MILLWRIGHT FITTER/ PIPE LINE FITTER= Rs.1000 per day per person
c. GAS CUTTER/ GRINDER= Rs.800 per day per person.

[**Sufficient manpower** = Manpower requirement depend on shutdown planning and process clearance. hence, RFCL EIC will inform the contractor in advance regarding requirement of manpower (Quantity) and deployment date. Contractor should deploy manpower on schedule date as per RFCL requirement.]

II) PPE, s penalty: If any contract manpower seems without proper PPE, s during job. EIC may be impose Rs. 500.00 per person per violation penalty.

1.11. GTCC Clause 1.28.0 : Not applicable for this contract (This is a manpower supply contractor for 30 days shutdown so DLP is not applicable) .

1.12. GTCC Clause 1.34.0 : Not applicable for this contract.

1.13. GTCC Clause 1.30.0 (c): Not applicable for this contract (No escalation / de-escalation on quoted rates.)

1.14. GTCC Clause 1.45.1 e. "Performance is not satisfactory or work is abnormally delayed" may read as " Performance is not satisfactory or work is abnormally delayed or **abnormally delayed in submission of SD/BG/PBG within given time period as per GTCC clause 1.27.0 or Delay in manpower deployment after shutdown start date**"

1.15. The Special Terms and Conditions (STC) prevail over the General Terms and Conditions (GTC) in all case.

1.16. Payment Terms (GTCC clause 1.30.0(a) may be read as below:

- 70% of the payment shall be released within 10 days from the date of submission of invoice along with duly certified measurement sheet and certification from the executing department regarding satisfactory and successful execution of the work.
- The remaining 30% payment shall be released within 30 days after submission of all requisite documents, verification of statutory compliances, and supporting documents complete in all respects, after making necessary recoveries/deductions as applicable under the contract.

Annexure – X

(Bidder's Initial & Seal)

Tool – Tackle list for shutdown work (In contractor scope on returnable basis)

Sr.No.	Tools Description	Minimum required Quantity
1	**Tool box set (Suitable for Nut-bolt Size : 0 – 32 & 0- 1-1/2")** [Tool box contain complete tools set - like open end/ring spanners/slugging wrench, slide wrenches, Pipe wrenches, Screw drivers, Chisels, Hammers, Hacksaw, Punch, Tin cutters, files etc.]	5
2	Allen Key Set (mm) 1.5 to 10	10
3	Allen Key Set (Inch) 1/16" to 3/8"	10
4	D type Spanner set (M27 to M50)	2
5	D type Spanner set (1" to 2")	2
6	Ring Spanner set (M27 to M50)	2
7	Ring Spanner set (1" to 2")	2
8	Heavy Duty Slogging Ring Spanner (M 27 to 150)	2
9	Heavy Duty Slogging D Spanner (M 27 to 150)	2
10	Sledge Hammer with Handle - 2Lb	2
11	Sledge Hammer with Handle - 5Lb	2
12	Sledge Hammer with Handle - 12 Lb	2
13	Hacksaw Blade frame -standard	5
14	Grinding machine AG4	4
15	Grinding machine AG5	3
16	Grinding machine AG7	3
17	Portable hand drill machine with 0 to M 12 HSS drill bit	3
18	OXY-ACCY GAS cutting set assembly with flame arrestor (complete)	2
19	Single phase welding machine	5

Note:

1) All the above-mentioned materials shall be supplied on a returnable basis. The contractor may take back the same after completion of the shutdown.
2) above list is indicative, Contractor may provide tool tackle more or less after discussion with RFCL-EIC according to shutdown planning and actual site requirements.

(Bidder's Initial & Seal)

Annexure – XI

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The Contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in-charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.

1.2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job subject to availability.

All lifting tools & tackles are to be got tested, wherever applicable, under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.

1.3.0 Accommodation and Land for Contractor's Godown/Workshop:

1.3.1. Suitable accommodation will be provided for the Contractor or his authorized representative on chargeable basis, if available.

1.3.2. RFCL may allocate land for putting temporary Godown/ workshop for making storage, work site by the Contractor, free of cost.

1.3.2.1. The CONTRACTOR shall at his own cost construct temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the RFCL or his authorised representative and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site

1.3.2.2. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE.

1.3.2.3. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose of the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed of as aforesaid.

1.3.2.4. RFCL reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise.

1.3.2.5. No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

1.3.2.6. Land for Residential Accommodation: No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR

(Bidder's Initial & Seal)

1.4.0 The Contractor shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.

1.5.0 Sub-Contracting: Sub-Contracting of the job will not be allowed without prior written permission of the owner (RFCL).

1.6.0 Statutory deduction on account of Income Tax and GST TDS on works contract shall be made at the rates applicable at the time of release of payment to the bidder.

1.7.0 The rates quoted will be firm for the currency of the contract period and will not be subjected to escalation irrespective of any increase what so ever. The rates quoted for materials, if any, are F.O.R. RFCL Site, Ramagundam and are inclusive of all taxes. No taxes will be paid extra (excluding GST). However, the escalation pertaining to labour deployment component will be allowed as per clause 1.30.0

1.8.0 Earnest Money Deposit:

a) The Tenderer should make a deposit of Earnest Money and Tender Fees as prescribed in NIT/Tender by an A/C Payees Demand Draft (Separate for both Earnest Money and Tender Fees) drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "Ramagundam Fertilizers and Chemicals Limited," payable at Ramagundam. The Earnest Money and Tender Fees shall not be accepted in any other form except specified.

b) The Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender may not be opened and it may be considered as rejected at the sole discretion of RFCL. However, Bidders firm registered, Prior to bid submission due date, with NSIC/MSE (Micro & small) vendors are exempted from submission of Tender fee and EMD subject to submission of documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

c) In case tenderers are required to collect tenders from RFCL Office, the tender sets may be given upon the submission of the tender fee in prescribed mode/form as above. In case parties download the tenders from the website, tendered are required to submit the respective tender fee along with EMD.

d) Earnest Money Deposit will be refunded to all unsuccessful bidders after award of Contract/Placement of Order against the tender to Successful bidder. Earnest Money Deposit will be refunded to all Technically unsuitable bidders within 30 days after expiry of tender validity period or placement of order against tender whichever is earlier. No Interest shall be payable by RFCL for amount deposited as Earnest Money.

e) Earnest Money is liable to be forfeited if tenderer:

i. Withdraws or modifies offer in full or part during the validity period

ii. Failure of the bidder to honor their offer.

iii. Does not accept Purchase / Work Order if placed by RFCL

iv. Does not Confirm of acceptance of order within the stipulated time after placement of order.

v. Inability to perform satisfactorily after receipt of order in case of successful bidder.

vi. If documents submitted along with the bid are found false, fabricated etc.

1.9.0 The following tenders will be liable to summary rejection:

a) Tenders submitted by Tenderer who resort to canvassing.

b) Tenders, which do not fulfil any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.

c) Tenders, which contain uncalled for remarks or any alternative additional conditions.

d) The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender without assigning any reasons thereof.

e) Tenders received late / delayed.

f) Bidder's bid should be workable and price bids quoting "Nil" consideration or "Negative" or "Zero or its derivatives (i.e., not less than 3.85%) as contractor's service charge/ profit margin will be rejected summarily.

g) Bids having less than current minimum wages as specified by Govt of India/Telangana State Govt. whichever is higher and not fulfilling the related statutory requirements as per applicable labour laws/other laws from time to time.

h) Tenders not accompanying the Earnest Money and Tender fee of prescribed value and prescribed mode/form.

i) Ring tendering/Cartel formation

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

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

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

a) The Contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose, he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the ESI Act, its regulations and scheme. The Contractor shall be responsible for recovery of employees

share of ESI contribution from the concerned Contract Labour and RFCL will not bear any liability whatsoever on this account. Further, the Contractor also indemnifies RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.

b) The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the Contractor shall submit to RFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.

c) Insurance Cover for Workmen:

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

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

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

I. Workmen's Compensation Insurance (WCI): This insurance shall confirm to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the CONTRACTOR 's employees engaged in the WORKS.

II. Employer's Liability Insurance (ELI): The insurance shall cover the liability of the CONTRACTOR as employer, for compensation beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life the CONTRACTOR's employees while engaged in the WORKS.

III. Third Party Liability Insurance (TPL): This insurance shall cover legal liability for bodily injury to loss of life of and/or damage to and loss of properties of the third person party arising out of the performance by the CONTRACTOR of the works.

IV. Automobile Liability Insurance (ALI): This insurance shall cover all the CONTRACTOR's liabilities in connection with use by the CONTRACTOR for the WORKS of any mobile equipment and automobile and when used which are owned, non-owned hired and otherwise placed under the CONTRACTOR's administration and control, or bodily injury to loss of life of and/or property damage of any person or party.

V. Other Insurance: Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS

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

1.13.0 Wages shall be paid by the Contractor to the workman directly into their bank accounts through Electronic Fund Transfer without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.

1.14.0 The Contractor may employ such employees/ labours as he may think fit and the employees so employed shall be employees of Contractor for all purposes whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The Contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, RFCL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the Contractor in respect of any matter whatsoever and called upon to make payments on that account, RFCL shall be reimbursed by the Contractor for the same as also any other expenses costs and charges incurred by RFCL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the Contractor,RFCL shall be entitled to claim, demand or compensation from the Contractor in that event. RFCL shall also be entitled to recover the aforesaid amount from the Contractor from any amounts that may become due and payable to Contractor.

1.15.0 In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in this document, the stricter terms favoring RFCL will apply. Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent upon any misunderstanding or otherwise will be allowed.

1.16.0 The Contractor shall be liable to RFCL for any omission or commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to RFCL.

1.17.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.

1.18.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.

1.19.0 If the Contractor gives an undertaking (along with technical bid) citing that the PF Code will be obtained before start of work and failure to do so, then RFCL shall have the right to terminate the Contract without any compensation or payment.

1.20.0 Quantum of Job:

The estimated quantity and value of work has been given on the basis of technical assessment and indicates the approximate quantities. The Contractor shall have to execute any or all the jobs depending upon the requirement of the RFCL. However, RFCL will not give any guarantee for

minimum billing or minimum quantum of work to be executed against the contract. The rates shall remain firm for the increased or decreased quantities. Payment shall be made on the basis of actual quantities executed.

1.21.0 Rights of Owner (RFCL): If the Contractor is unable to execute the work and any loss is incurred by the Contractor in this respect, it will be to the Contractor's account. The Company may also terminate the contract after giving 15 (Fifteen) days' notice, if in its opinion, the work under the contract is not being done to its satisfaction.

A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and the OWNER reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action rights and remedies etc. that may also be available

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

1.22.0 Validity and Extension of Contract:

a) Validity of Contract: The contract shall remain valid for a period as specified in NIT reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract. In such case, normally, a notice of 7 days would be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.

b) Extension of Contract: The extension of contract can be given on the same rates, terms & conditions for a period of three months as per mutual consent. Further extension may be given only in exceptional circumstances based on justification and merit of the case.

1.23.0 FORCE MAJEURE:

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

removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

1.24.0 Deleted.

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

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

a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The Contractor will be required to obtain prior approval of RFCL for rates payable to him for such extra items.

b) In case, the Contractor fails to do the extra and/or substituted work. RFCL will have the option to get the work done through another agency at the Contractors' risk and cost as per clause no. 1.21.0 of General Terms and Conditions.

1.27.0 Security Deposit:

a) The Security Deposit together with EMD/Initial Security Deposit shall be 05% of the contract value.

b) In case of work awarded, Initial Security Deposit (ISD) shall be 2.5 % of the Contract Value which is required to be deposited within 15 days of the issue of the letter of acceptance by the successful tenderer. EMD can be adjusted against Initial Security Deposit. The balance amount of Security Deposit (S.D.) @ 2.5% of the bill value shall be deducted from each Running Bill of the Contractor so as to make the total recovery of Security Deposit @ 05% of the Contract / Work Order Value.

c) Alternatively, Successful bidder can furnish Performance Bank Guarantee (PBG)/ Bank Guarantee (BG), in lieu of ISD & SD, from any Nationalized / Scheduled Bank except Rural and Co-operative bank equivalent to the 05% of the contract value valid up to the expiry of Defect Liability period + three months claim period within 10 days of the issue of the letter of acceptance (As per proforma attached at Annexure XV).

d) In case work is split between two or more parties, SD shall be submitted based on the value of split order.

e) No interest shall be paid on security deposit. EMD shall be considered as part of SD.

f) RFCL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to RFCL from the successful tenderer/Contractor.

g) Security deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer/Contractor shall be returned to contractor after obtaining 'No objection certification' from executive department after expiry of 'Defect Liability Period' on demand within 30 days.

h) If the Contractor submits security deposit in the form of Bank Guarantee (BG) as above, EMD shall be refunded along with first RA Bill payment.

i) Security deposit shall be forfeited in case the vendor fails to execute the order.

1.28.0 Period of liability (Defect Liability Period) :

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

1.29.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a) Measurement and Billing:

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

Department at RFCL before raising the bill.

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

I. Self-attested copy of the challan and ECR with respect to PF deposit relating to previous month.

II. Self-attested copy of ESI challan relating to previous month and its payment receipt.

III. Self-attested copy of the wage sheet

IV. Self-attested copy of the proof for transfer of salary to the workers bank account through online transfer (EFT only).

V. Self-attested copy of GST Deposit relating to previous month

VI. Any other document if required as per NIT.

b) Running Account Payments:

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

c) Completion Certificate/Final Bill:

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

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

ii. Undertaking against the compliance of the labour laws in the prescribed format

iii. No claim certificate in the format approved by RFCL

iv. Copy of the Form 19 (or) Form 13 of employees send to PF office if required.

v. Material reconciliation statement for all materials issued by RFCL to the contractor whether on free- issue basis or chargeable basis if any.

vi. No dues certification for facilities provided by RFCL to the contractor.

vii. Certificate of clearing of temporary establishments of the contractor at site.

viii. Indemnity certificate towards all Labour payments and statutory payments, indemnifying RFCL/Consultant in this regard.

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

d) Final Certificate:

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

1.30.0 Terms of Payment:

(a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill. Payment of final bill shall be released within 60 days after receipt of bill completed in all respect. Payment of 10 % security

deposit/deducted shall be released after completion of defect liability period on demand within 30 days.

(b) All payments shall be made to Contractor through Electronic Funds Transfer (NEFT/RTGS Process) as per information furnished by the Contractor in prescribed e-banking mandate form. Any change in the particulars shall be immediately informed to RFCL.

(c) Escalation in Rates:

(i) The escalation/de-escalation in wages, if any, will be reimbursed for the component for the statutory part of the payment like, minimum wages (Basic+VDA), PF, ESI, Bonus, Leave Payment etc., however no escalation/de-escalation will be paid on the contract profit margin.

(ii) Escalation/de-escalation is applicable only in the case of Complete/Pure Man power supply contracts. For all other contracts, prices/rates quoted shall remain firm and fixed till the completion of work/Final certificate as per tender and shall not be subject to escalation. However, if any Contract labour component identifiable in the Contract, RFCL may pay the differential Minimum wages only to the extent of labour component if claimed by the Contractor, in case Minimum Wages are increased subject to submission of supporting documentary evidence.

(iii) The escalation/de-escalation in wages, if any will be reimbursed as per following:

Formula= Billed amount *Wt.avg. factor*(% of labour component)

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

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

S. No.	Category	Old Rate (Rs./day)	New rate (Rs./d ay)	Difference (Rs./day)	Proportion factor (Rs.)	Manpower deployed (No's)	Wt.avg difference (Rs./day)
1	A	B	C	D=C-B	E=D/B	F	G=E*F
2	High-skilled	*868	*893	25	0.0288	2	0.0576
3	Skilled	*729	*760	31	0.0425	2	0.0850
4	Semi-skilled	*614	*632	18	0.0293	12	0.3516
5	Un-skilled	*526	*541	15	0.0285	2	0.0570
6				Total	0.1291	18	0.5612
	Wt.avg factor (G6/F6)						0.0306

- The above figures mentioned at B & C are indicative and actual figures may change depending upon the minimum wage notifications from GOI/ Telangana State Govt. whichever is higher (Minimum of wages of either

(Bidder's Initial & Seal)

Telangana state govt. or GOI whichever is higher shall be considered at the time of Price bid opening or as referred in the NIT and the same shall be continued till the currency of the Contract)

(d) Tax Liability:

(i) The rates to be quoted by the bidder should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be reimbursed to the contractor against Tax invoice subject to submission of documentary evidence.

(ii) No variation on account of taxes and duties, statutory or otherwise, shall be payable by RFCL to Contractor/Vendor except for GST. However, any statutory variation for GST shall be payable up to date of completion against documentary evidence except for period for which is completion is delayed due to delay by Contractor. Any reduction/deletion in Taxes / duties / cess / levies / fees shall be passed on to RFCL

(iii) Addition of new taxes imposed by the State Governments/Central Government after submission of tender documents and during contractual period shall be to RFCL's account.

(iv) Statutory deductions on account of any law for time being in force shall be made at the rates applicable at the time of release of payment to the bidder.

(e) Raising of Invoice/Bill:

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

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

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

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

(f) Debit notes and credit notes:

All revisions, rectifications, modification, settlement of taxable value or tax charged may have to be carried out through debit notes and credit notes as early as possible. Further, Credit note shall be issued not later than September month following the end of the financial year in which supply was made or date of filing of the relevant annual return, whichever is earlier. If Contractor fails to issue debit/ credit note as the case may be RFCL may withhold the payment till rectification of such differences.

(g) Uploading of Taxable Invoices:

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

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

1.31.0 Preservation of Free Issue Material:

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

1.32.0 Scrap Allowance (For Free Issue Material only):

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

SR. No.	PARTICULARS	SALVAGEABLE
A	STRUCTURE	2.5 %
B	PIPE	3.0 %

1.33.0 Issue of material from RFCL:

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

1.34.0 Issue of Gas Cylinder:

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

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

1.35.0 Material Transportation:

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

1.36.0 Price Reduction Schedule:

It shall be obligation on the Contractor to adhere strictly to the time schedule as stipulated in Letter of Acceptance/Work order. In the event of work is not completed according to the time

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

1.37.0 Engineer-In-Charge:

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

1.38.0 Jurisdiction:

a) **(for Ramagundam unit)**

Subject to the Arbitration Clause contained herein, the Courts of Telangana shall have exclusive jurisdiction over all disputes, claims, or causes of action arising out of or relating to this contract, including any matters connected with its execution, performance, interpretation, or termination, which are not required to be resolved through arbitration under this Contract.

b) **(for Delhi / Corporate office Noida)**

Subject to the Arbitration Clause contained herein, the parties agree that the Courts of New Delhi shall have exclusive jurisdiction over all disputes, claims, or causes of action arising out of or relating to this contract, including any matters connected with its execution, performance, interpretation, or termination, which are not required to be resolved through arbitration under this Contract. The parties acknowledge that RFCL has its registered office at New Delhi and therefore the Courts at New Delhi have jurisdiction.

1.39.0 Conciliation & Arbitration:

I. **Amicable Resolution**

a) Any dispute, controversy, difference or claim whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof whether during or after completion of the works or whether before or after termination shall at first instance be attempted to be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party.

b) The parties shall nominate one (01) representative/committee for negotiations for amicable resolution within fifteen (15) days of receipt of notice of dispute. Upon such reference, such nominees shall meet (in- person or by video conferencing) at the earliest

mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the dispute / difference.

c) If the dispute is not resolved within thirty (30) days thereon, the dispute shall be referred to arbitration as per the procedure mentioned below.

II. Arbitration

a) A written notice shall be given by the party invoking arbitration to the authorised representative/designated authority of the other party(s).

b) The seat and venue of the Arbitration shall be New Delhi, India and shall be governed by the laws of India and adjudicated as per Indian laws.

c) The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. The Courts at New Delhi shall have exclusive jurisdiction over all applications and proceedings arising out of or in connection with the arbitration, including applications under Sections 9, 11, 34, and 37 of the Arbitration & Conciliation Act, 1996

(or its pari-materia in any amendment or in any new act that may follow).

d) Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crores, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

e) Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration exceed Rs. Five crores, the reference shall be made to arbitral tribunal consisting of three arbitrators.

Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

f) The language of the Arbitration shall be English.

g) It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR /Base Rate applicable to RFCL on date of award of contract.

h) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

1.40.0 Contractor to Remove Unsuitable Employees:

The Contractor shall, on instruction of the Engineer-In-Charge, immediately remove from the work any person employed thereon who misbehaves or causes any nuisance or otherwise in the opinion of the Engineer-In- Charge is not a fit person to be retained on the work and such person shall not

be again employed or allowed on the works without the prior written permission of the Engineer -In-Charge.

1.41.0 Safety Regulations:

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

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

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

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

1.42.0 Contractor to Execute Agreement: The Contractor's responsibility under this Contract will commence from the date of issue of the LOA / DLOA. The Tender Documents, Other Documents exchanged between the Tenderer and RFCL, the Letter of Acceptance, DLOA and Work Order shall constitute the Contract. The successful Tenderer shall have to execute an Agreement with Ramagundam Fertilizers and Chemicals Limited, on a non-judicial stamp paper as notified by Telangana state (Presently Rs.200.00) purchased from Ramagundam/State of Telangana, within 10 (Ten) days of date of issue of LOA/DLOA OR Start of Work whichever is earlier. The cost of stamp paper shall be borne by the Contractor.

The agreement shall remain valid for the initial period of WO and all extensions. No separate agreement for extension period shall be required.

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

1.43.0 Bidder to Acquaint Himself Fully:

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

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

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

1.44.0 Payment for Preparation of Bid Document:

The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

1.45.0 Termination of Contract and its Consequences:

1.45.1. Termination of Contract

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

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

a) Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets or any insolvency proceedings have been initiated under Insolvency Bankruptcy Code, 2016, Or

b) Abandons the work, Or persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or

c) persistently fails to adhere to the agreed program of work, Or

d) Sublets the work in whole or in part thereof without RFCL's consent in writing assigns, transfers or sublets or attempts to do so., Or

e) Performance is not satisfactory or work is abnormally delayed, Or

f) Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of RFCL within fifteen days after written notice of such default is provided to the Contractor.

g) Failure to pay minimum wages to the employees/workmen of the Contractor and related statutory payments to the concerned authorities for consecutive period of Three months, or

h) In the event of theft/untoward incident happened due to act of Contractor and/or its employees, or

i) Ring tender/Cartel formation/Non-bonafide method, or

j) RFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the RFCL.

k) Failure to submit the PF code before start of Work and labour license, if applicable, along with first RA bill.

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

1.45.2. Consequences of Termination:

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

a. RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount (plus 25%) by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.

b. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.

c. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advances on account of or with a view to the execution of the works, or on account of expected profits.

d. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.

1.46.0 Deleted

1.47.0 TIME EXTENSION:

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

1.48.0 Continued Performance: The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

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

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

1.51.0 The Contractor shall ensure that the payment of the minimum wages to the labourers through EFT, specified by the government (State Government or Central Govt.whichever is higher) from

time to time, has been made in accordance with the Minimum Wages Act. If at any time, it is noticed or it comes to the knowledge that the payment, to the laborer's employed by the Contractor, is not made in accordance with the Minimum Wages Act, RFCL shall reserve the right to take remedial action to regulate the payments.

In case contractor fails to provide the requisite documents pertaining to statutory payments of contract workers along with the bill, an amount equivalent to 40% of the billed amount pertaining to labour wages may be withheld to take care of fulfilment of statutory requirements such as PF, ESI, Bonus, leave payment etc. by the contractor. Further, the Contractor has to make the payment to his workmen on or before 7th day of the following month directly into their bank accounts. In case Contractor fail to do so, RFCL being the Principal Employer will disburse the payment to Contractor`s workmen employed for this work and deduct the amount so paid from his bill. For this, RFCL will recover additional 25% of the total wage bill of the labour, as departmental/ administrative charges.

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

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

1.54.0 Deleted

1.55.0 INDEMNIFICATION

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

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

1.57.0 Time Limit for Any Claim:

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

1.58.0 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions

of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.59.0 Priority of documents:

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

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

1.60.0 Contractor engaging 20 or more workers must obtain valid Labour License for employing no., of persons as Contract Labour and it should mention the location and the maximum no. of contract labours to be employed/ engaged before actual execution of work and copy be forwarded to HR Dept., before actual execution of work. The contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued on that behalf by the Licensing Officer. The license may be renewed as per the requirement.

1.61.0 PROHIBITION OF CHILD LABOUR:

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

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

1.63.0 Weekly Off/Holiday:

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

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

1.64.0 MSME vendor Payment through TReDs:

"GoI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financers, which is termed as Trade Receivables Discounting System (TReDS), RFCL is already registered on Mynd Solution which runs M1 Exchange, MSME bidders are requested to kindly register on the TReDs platform and avail the TReDs facility, if they want to.

The details of MI Exchange contact person is as below:

Contact Name: Shreyas Watile

Contact No: 7057527698

E-mail id: shreyash.watile@m1xchange.com

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details, upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, RFCL shall process the invoice for payment as per details submitted on TReDs platform. Any unfinanced invoice/s of MSME bidders seeking payment from RFCL directly shall be processed as per the standard payment terms agreed in PO/contract. All financing cost for using the facility shall be borne by the MSME bidder only".

Annexure - XII

PERFORMA FOR PROPRIETORSHIP AFFIDAVIT ON THE STAMP PAPER OF APPROPRIATE AND NOTARY ATTESTED

I, _____S/o Sh. _____ resident of_____do hereby solemnly affirm and declare as under:

1. That on (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s is a sole proprietorship firm.
2. That I am the sole proprietor of the firm named as situated at (full address of firm with pin code).
3. That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected, and NFL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

VERIFICATION

Verified that the above contents of my affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place_____

Date:_____

Annexure -XIII

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

(1) Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website https://doe.gov.in/procurement-policy-divisions.

(2) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

(3) "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

(4) "Bidder from a country which shares a land border with India" for the purpose of this:
   (a) An entity incorporated, established or registered in such a country; or
   (b) A subsidiary of an entity incorporated, established or registered in such a country; or
   (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
   (d) An entity whose beneficial owner is situated in such a country; or
   (e) An Indian (or other) agent of such an entity; or
   (f) A natural person who is a citizen of such a country; or
   (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(5) "Beneficial owner" for the purpose of above (4) will be as under:
   (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
   Explanation—
      (i) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
      (ii) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
   (b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
   (c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(d) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(6) "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

(7) SUBMISSION OF CERTIFICATE IN BIDS:
Bidder shall submit a certificate in this regard as Form-I. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practicesl of tender document.

(8) The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

(9) PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:
The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.

Form-I

UNDERTAKING ON BIDDER LETTER HEAD

To,
CM(Mechanical)
Ramagundam fertilizers & Chemicals Limited Fertilizer City, Ramagundam
District: Peddapalli (Telangana) Pin Code- 505 210

Subject:
TENDER/ NIT Ref. No.: RFCL/SITE/MECH/2026-27/M03/ARC_SD_Specialized Skillsets Date: 30/10/2026
Name of the contract: "Contract for Supply of Mechanical Personnel with Specialized Skillsets for Shutdown Work at RFCL Ramagundam for a 30-Day Shutdown Period (12-Hour per Day Basis), with a Contract Validity of 1 Year, Extendable by 3 Months."

Dear Sir,
We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (Name of Bidder) is :

I. Not from such a country [.....]
II. If from such a country, has been registered [.....] with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s_____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation:
Seal:

(Bidder's Initial & Seal)

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB- CONTRACTING

To,
CM(Mechanical)
Ramagundam fertilizers & Chemicals Limited Fertilizer City, Ramagundam
District: Peddapalli (Telangana) Pin Code- 505 210

Subject:
TENDER/ NIT Ref. No.: RFCL/SITE/MECH/2026-27/M03/ARC_SD_Specialized Skillsets Date: 30/10/2026
Name of the contract: "Contract for Supply of Mechanical Personnel with Specialized Skillsets for Shutdown Work at RFCL Ramagundam for a 30-Day Shutdown Period (12-Hour per Day Basis), with a Contract Validity of 1 Year, Extendable by 3 Months."

Dear Sir,
We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s_____(Name of Bidder) is:

I. not from such a country [.....]
II. if from such a country, has been registered [.....] with the Competent Authority.(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s_____- (Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.
We hereby certify that bidder M/s_____(Name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation:
Seal:

ANNEXURE-XIV

PRE CONTRACT INTEGRITY PACT

NA

(Bidder's Initial & Seal)

ANNEXURE-XV

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE 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, 1956 and having its registered office at Scope Complex, 7 Institutional Area, Lodhi Road New Delhi - 110003 India,(Hereinafter referred to as "Owner") which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

(Bidder's Initial & Seal)

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum- Performance Bank Guarantee will remain in force initially upto..... months from the effective date of Bank Guarantee No..... dated.....given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL (owner).
8. 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 202___

(Indicate the name of the Bank with stamp)

(Bidder's Initial & Seal)

ANNEXURE-XVI

BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD

In consideration of Ramagundam Fertilizers and Chemicals Limited (RFCL), having its registered office at Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003 India (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._____(Rupees 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 finalization 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 authorized 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. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL.
5. We_____Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'RFCL' in writing.

Dated _____day of_____202.....

Corporate Seal for Bank

(Bidder's Initial & Seal)

ANNEXURE-XVII

PERFORMANCE BANK GUARANTEE 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, 1956 and having its registered office at Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003 India, 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 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 Performance Bank Guarantee for Rs_____(Rupess_____only).

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

Now this Deed witness 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.____(Rupess_____only) at Owner's disposal and herebypromises 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 amountif 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 Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Performance Bank Guarantee is limited to Rs. (Rupees_____ only).
2. This Performance Bank Guarantee shall be valid for aninitial 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 Performance Bank Guarantee shall become null and void.
3. This Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting

its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Performance Bank Guarantee will remain in force initially upto_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 here under.
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. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL (Owner)
7. The Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
8. The Bank declares that it has the power to issue this guarantee and the under signed have full power to do so.

Dated_____this _____day of_____2026

(Indicate the name of the Bank with stamp)

(Bidder's Initial & Seal)

ANNEXURE-XVIII

Proforma for Indemnity Bond

NA

(Bidder's Initial & Seal)

ANNEXURE-XIX

CONTRACT 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 registered office at Ramagundam Fertilizers and Chemicals Limited (RFCL), Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003 India (hereinafter referred to as the "Owner" which expression shall include its successors and assigns) of the ONE PART

AND

M/s.---------- 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 as mentioned and described in the Work Order/ Letter of Intent No. dated for total Contract value of Rs. (Rs. Only) and whereas the Contractor has agreed to execute the work as specified in the Tender Documents and Work Order/ Letter of Intent referred to above and also in the contract documents.

NOW THEREFORE THIS CONTRACT WITNESSTH AS FOLLOWS:

ARTICLE – I

1.0. CONTRACT DOCUMENTS

1.1. The following documents shall constitute the contract documents namely: -

a) This Contract

b) Tender Document/NIT

c) Work Order No. dated

d) Letter of Intent / Notification of Award No. dated

e) Contractor Quotation/bid dated .

f) Owner's Tender Document/ NIT No._ dated

g) Amendment/ Addendum/ Corrigendum dated (If any) to Tender Document/NIT.

h) Owner's Letter/email dated (If any).

i) Contractor's Letter/email dated (If any).

1.2. A copy each of the above documents (a) to (h) are annexed hereto and the said copies have been collectively marked Annexure-I.

(Bidder's Initial & Seal)

ARTICLE –2

2.0 SCOPE OF WORK

2.1 In consideration of the payment to be made to the Contractor as hereinafter provided, he shall with due care, promptness, accuracy and workmanship execute the work in accordance with approved plans, Notice Inviting Tender (NIT), Special Conditions of the Contract, General Terms & Conditions of the Contract, Technical Specifications and the Work Order/ Letter of Intent.

ARTICLE-3

3.0 TERM

3.1 The Contract work shall be duly executed and completed in all aspect and handed over to RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED. within a period of .....months/year w.e.f..... to ..... The time mentioned herein shall be essence of the contract.

ARTICLE-4

4.0 TERMINATION OF CONTRACT

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

Default or failure by Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Consultant becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.

-Abandons the work

Or

-Persistently disregards the instructions of the Owner in contravention of any provision of the Contract

Or

-Persistently fails to adhere to the agreed program of work

Or

-Sublets the work in whole or in part thereof without Owner consent in writing

Or

-Performance is not satisfactory or work is abnormally delayed

Or

-Defaults in the performance of any material undertaking under this Contract and fails to correct such default to the reasonable satisfaction of the Owner within fifteen days after written notice of such default is provided to the Contractor

Or

- Conceals or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

4.2 Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner. Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

4.3 CONSEQUENCES OF TERMINATION

If the contract is terminated by RFCL for the reasons detailed under clause no. 4.1 of above or for any other reason whatsoever:

i. RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.

ii. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.

iii. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.

iv. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.

v. Apart from above RFCL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of RFCL in all units / offices as per RFCL's rules & regulations.

ARTICLE-5

5.1 FORCE MAJEURE CLAUSE (FMC)

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike,

Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90(Ninety) days, either party may at its option terminate the contract by giving notice to the other party.

For delays arising out of Force Majeure neither RFCL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.

ARTICLE-6

6.1 INDEMNITY BY CONTRACTOR

The Contractor shall indemnify and save harmless Owner from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Owner by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not directly or indirectly any damage shall have been sustained.

ARTICLE-7

7.1 ENTIRE CONTRACT

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

ARTICLE-8

8.0 NOTICE

8.1 Subject to any provisions in the contract documents to the contrary, any notice, order of communication sought to be served by the Contractor on the Owner with reference to the contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only, if delivered by Hand or by Registered

Post/ Speed Post or email to the Officer/Engineer-In-Charge as defined in the General Terms and Conditions of the contract.

8.2 Without prejudice to another mode of service provided for in the contract documents or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner on the Contractor with reference to the contract shall be deemed to have been sufficiently served upon the Contractor if delivered by Hand or through Registered Post/Speed Post or email to the Contractor at his specified address at.....

ARTICLE-9

9.0 WAIVER

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

ARTICLE-10

10.0 NON-ASSIGNABILITY

10.1 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, except without written prior permission of Owner.

ARTICLE-11

11.1 DISPUTE RESOLUTION

I. Amicable Resolution

a. Any dispute, controversy, difference or claim whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof whether during or after completion of the works or whether before or after termination shall at first instance be attempted to be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party.

b. The parties shall nominate one (01) representative/committee for negotiations for amicable resolution within fifteen (15) days of receipt of notice of dispute. Upon such reference, such nominees shall meet (in- person or by video conferencing) at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the dispute / difference.

c. If the dispute is not resolved within thirty (30) days thereon, the dispute shall be referred to arbitration as per the procedure mentioned below.

II. Arbitration

a. A written notice shall be given by the party invoking arbitration to the authorised representative/designated authority of the other party(s).

b. The seat and venue of the Arbitration shall be New Delhi, India and shall be governed by the laws of India and adjudicated as per Indian laws.

(Bidder's Initial & Seal)

c. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. The Courts at New Delhi shall have exclusive jurisdiction over all applications and proceedings arising out of or in connection with the arbitration, including applications under Sections 9, 11, 34, and 37 of the Arbitration & Conciliation Act, 1996 (or its *pari-materia* in any amendment or in any new act that may follow).

d. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crores, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

e. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration exceed Rs. Five crores, the reference shall be made to arbitral tribunal consisting of three arbitrators.
Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

f. The language of the Arbitration shall be English.

g. It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR /Base Rate applicable to RFCL on date of award of contract.

h. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

ARTICLE-12

12.0 JURISDICTION

a. (for Ramagundam unit)

Subject to the Arbitration Clause contained herein, the Courts of Telangana shall have exclusive jurisdiction over all disputes, claims, or causes of action arising out of or relating to this contract, including any matters connected with its execution, performance, interpretation, or termination, which are not required to be resolved through arbitration under this Contract.

b. (for Delhi / Corporate office Noida)

Subject to the Arbitration Clause contained herein, the parties agree that the Courts of New Delhi shall have exclusive jurisdiction over all disputes, claims, or causes of action arising out of or relating to this contract, including any matters connected with its execution, performance, interpretation, or termination, which are not required to be resolved through arbitration under

this Contract. The parties acknowledge that RFCL has its registered office at New Delhi and therefore the Courts at New Delhi have jurisdiction.

13. The Integrity Pact Shall also form the Integral part of this Contract Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract in duplicate at the place, day and year first above written.

SIGNED & DELIVERED
For and on behalf of
RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED,
(Owner)
(With Rubber Stamp)

Date:
Place:
In the Presence of:
Witness

1.
Signature
Name of Signatory
Address

2.
Signature
Name of Signatory
Address

SIGNED & DELIVERED
For and on behalf of
contractor
(With Rubber Stamp)

Date:
Place:
In the Presence of:
Witness

1.
Signature
Name of Signatory
Address

2.
Signature
Name of Signatory
Address

ANNEXURE-XX

"NO DEVIATION" CONFIRMATION"

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

TENDER/ NIT Ref. No.: RFCL/SITE/MECH/2026-27/M03/ARC_SD_Specialized Skillsets Date: 30/10/2026

Name of the contract: "Contract for Supply of Mechanical Personnel with Specialized Skillsets for Shutdown Work at RFCL Ramagundam for a 30-Day Shutdown Period (12-Hour per Day Basis), with a Contract Validity of 1 Year, Extendable by 3 Months."

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

(Bidder's Initial & Seal)

ANNEXURE-XXI

Schedule of Rate (Price Bid)

Contract for Supply of Mechanical Personnel with Specialized Skillsets for Shutdown Work at RFCL Ramagundam for a 30-Day Shutdown Period (12-Hour per Day Basis), with a Contract Validity of 1 Year, Extendable by 3 Months.

Sr.No.	DESCRIPTION OF MANPOWER	Number of manpower for 30 Days [12 hours per day working basis]	Man-days Per Person for 30 days including 4 weekly off and 2 NH/PH/GH	Total Man-days (12 Hrs.)	**Per unit rate** (Rs.) [12 hours per day per person working basis] Including contractor profit margin, manpower wages, PF, ESI, leave, bonus, escalation/de-escalation and all other overhead charges excluding GST.		Total (Rs.)	
					In figure (₹)	In word (Rs.)	In figure (₹)	In word (Rs.)
A	B	C	D	E=C x D	F		G = E x F	
1	IBR WELDER (INCONEL & HIGH PRESSURE EQ./PIPING)	6	36	216	*To be filled by bidders*	*Auto fill*	*Auto fill*	*Auto fill*
2	WELDER (STRUCTURE / LP PIPING /EQ.)	6	36	216	*To be filled by bidders*	*Auto fill*	*Auto fill*	*Auto fill*
3	MILLWRIGHT FITTER	21	36	756	*To be filled by bidders*	*Auto fill*	*Auto fill*	*Auto fill*
4	PIPE LINE FITTER	10	36	360	*To be filled by bidders*	*Auto fill*	*Auto fill*	*Auto fill*
5	GAS CUTTER	5	36	180	*To be filled by bidders*	*Auto fill*	*Auto fill*	*Auto fill*
6	GRINDER	5	36	180	*To be filled by bidders*	*Auto fill*	*Auto fill*	*Auto fill*
Total Contract Amount (1+ 2+ 3+4+ 5+6)							*Auto fill*	*Auto fill*

Note: 1) GST Extra as applicable.
2) Bill Payment will be done on actual manpower supply on man day's basis.
3) No Escalation / De-escalation allowed on quoted rate including extension period (if Any)

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

(Bidder's Initial & Seal)