



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers & Chemicals Limited

(A Joint venture company of NFL, EIL & FCIL)
4th Floor, KRIBHCO Building, SECTOR-1,
NOIDA – 201 301

**BIDS ARE INVITED
FOR**

**“AMC of EPABX Systems installed at 4th Floor of RFCL,
Kribhco Bhawan, Sector 1, Noida Office”**

रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

MARCH-2023

A. Nigam
22/03/23

Ramagundam Fertilizers and Chemicals Ltd. Corporate Office, Noida

Tenders Invited for AMC of EPABX Systems installed at 4th Floor of RFCL, Kribhco Bhawan, Sector 1, Noida Office

1. Tender Particulars

A	Tender Enquiry No	:	RFCL/CO/IT/EPABX/2023/1
B	Due On	:	12.04.2023
C	Requirement:	:	AMC of EPABX systems installed at 4 th Floor of RFCL Noida Office
D	Performance Bank Guarantee as per Annexure – 'J'	:	10% of the order value towards due & faithful performance of the contract period of 1 year plus claim period of 6 months, which shall be released after successful completion of contract period.
E	Tender Closing date	:	12.04.2023 at 16:00 hrs
F	Tender Opening date	:	12.04.2023 at 16:30 hrs
G	Tender validity	:	120 days from the date of tender opening
H	Tender to be addressed to	:	<u>DGM (HR) Ramagundam Fertilizers and Chemicals Limited 4th Floor, KRIBHCO Bhawan, Sector 1, NOIDA -201301.</u>

2. Enclosures

- ❖ Annexure-A Instructions to Tenderers
- ❖ Annexure-B Terms & Conditions of Notice Inviting Tender
- ❖ Annexure-C Technical & Commercial Terms & Conditions
- ❖ Annexure-D Schedule of Rates for AMC of EPABX Systems
- ❖ Annexure-E Declaration Form
- ❖ Annexure-F Undertaking
- ❖ Annexure-G Checklist / Compliance Statement
- ❖ Annexure-H List of Items covered under AMC
- ❖ Annexure-I Self-certified declaration by tenderer for not being banned / blacklisted
- ❖ Annexure-J Bank Guarantee format for Security deposit.

Handwritten signature and date: 27/03/23

INSTRUCTIONS TO TENDERERS

Ramagundam Fertilizers & Chemicals Limited (RFCL) has been incorporated on 17th February, 2015 for setting up Gas based Urea manufacturing plant at Ramagundam with capacity of 2,200 MTPD Ammonia Unit and 3850 MTPD Urea Plant. RFCL is a joint venture of National Fertilizers Limited (NFL), Engineers India Limited (EIL) & Fertilizer Corporation of India Limited (FCIL).

Tender is invited for AMC of EPABX systems installed at 4th Floor of RFCL Noida Office.

1. Tender shall be submitted under a Two Stage Bid system as specified below. The tenderer should submit their offer in three separate sealed envelopes.
 - i. **First Envelope** shall be for "**Technical & Commercial Un-Priced Offer**". It shall contain all the required documents as spelt out in the tender document.
 - ii. **Second Envelope** shall be for "**Price Bid**". It shall contain Schedule of Rates as given at (Annexure-D). All rates should be firm and inclusive of all taxes & duties except GST which shall be payable extra as per contract. No other taxes or statutory levies will be payable during the contract period.
 - iii. All the above sealed envelopes should be enclosed in a bigger **sealed third envelope** super scribing "**Tender for AMC of EPABX Systems installed at RFCL, Noida Office**".
 - iv. **First Envelope** will be opened on the due date of opening in the presence of bidders / designated representatives at the date, time and address as stipulated in the NIT. The tenderer may send their authorised & competent representative to take part in the opening of the Technical & Commercial offers as and when called for. The representative of the tenderer must submit the authorisation letter for taking part in the Bid opening. The Bidder's representative who are present shall sign the bid opening statement evidencing their attendance.

For tenders received in unsealed / stapled / open condition or without superscription, resulting in opening of tender before due date, the risk and responsibility of losing confidentiality shall rest with the tenderer.

2. The rates should be quoted both in figures and in words. In case of any discrepancy, rates quoted in words shall be applicable.
3. Your GST and Permanent Account No. (PAN) must be mentioned in the quotation.
4. The tender should reach this office on or before **12.04.2023 at 16:00 hrs** p.m. on the due date mentioned above. The tenders will be opened at **12.04.2023 at 16:30 hrs** p.m. on the same date in the presence of such of those tenderers who may like to be present. Quotations will be considered subject to the "Terms & Conditions of Notice Inviting Tender".
5. Whenever the bidder is silent about the acceptance of NIT conditions such as bank guarantee, Penalty etc, it shall be construed that the bidder has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
6. In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category in your Offer and also enclose a photocopy (Self certified) of the valid certificate issued by the concerned authorities.

Handwritten signature and date:
22/09/23

7. Bidder is advised to thoroughly go through complete scope of work and familiarize himself with the EPABX system installed at RFCL, CO Noida and collect all other information which he may require for preparing and submitting the bid and entering in to the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during its implementation.
8. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and delivery of its bid, including costs and expenses related to visits to RFCL office and RFCL will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Dyan
24/03/23

Terms & Conditions of Notice Inviting Tender

1. The details required in the Annexures & Forms shall also be enclosed. RFCL may reject any proposal not containing all the requirements called for in various Annexures & Forms. The Bidder who does not qualify Technical Bid evaluation, their commercial Bids shall not be opened.
2. Prices quoted by the bidder shall be fixed during the currency of Contract and shall not be subject to any variation except for variations in statutory levies i.e., GST which shall be paid / reimbursed on actual basis on production of Tax invoice to enable RFCL to take ITC (Input tax credit) of the same, provided the execution is within scheduled time period as specified in the contract. Tenderers must also mention their GST Regn. No. in the quotation.
3. **The tenderer shall quote the price strictly as per the Proforma enclosed for schedule of prices at Annexure-D.**
4. RFCL shall release payment by ECS/EFT. For this, please give your **Account No. in any Bank along with its Branch Code and IFSC Code** in your Offer and your acceptance for release of payment by ECS/ EFT from our bank.
5. The Tender Enquiry number must appear on all correspondence and documents while submitting the bids. Tenderer shall ensure the completeness of the information/documents as detailed in the tender document.
6. All information sought by RFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of tenderer to comply with requirements of RFCL within stipulated time shall entitle RFCL to proceed with the tenders on the basis of information available with it. No responsibility for postal delays shall rest on RFCL.
7. RFCL reserves the right to accept or reject any bid in full or in part or accept other than lowest bid without assigning any reason thereof. RFCL also reserves the right to split and place order on more than one supplier.
8. 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.
9. 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.
10. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day.
11. RFCL may not consider any bid, which is incomplete or not submitted in accordance with the provisions, set forth in the bid documents as incomplete and may reject the same or waive any deficiencies in any or all the bids.
12. In case any information submitted by the tenderer in the tender is found incorrect, untrue or false or it is noticed during execution of the contract or prior to award of the contract that any information having material bearing on the contract has been concealed by the contractor, the owner shall have right to terminate/rescind the contract.
13. The tenderers must sign all the papers of their bid. All corrections and alterations in the tender will be signed in full with date by the tenderer. No eraser or overwriting is permissible.
14. One person will be allowed to represent only one company during discussions / negotiations 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.
15. Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer / non-

Handwritten signature and date:
Suryam
27/05/23

acceptance of orders placed based on offers submitted by bidders on their letter head will not be allowed on the grounds that offer was not signed by authorized person.

16. Validity of the bids shall be for 120 days from the date of opening of the price bid.
17. The price bids of only such tenderer will be opened who meet all the laid down Technical & Commercial requirements. The date and venue of price bid opening will be intimated to the tenderers. No stipulation, deviation, terms & conditions, presumption basis etc. shall be stipulated in the price bid.
18. Tenderer shall confirm in the technical & commercial bid that all the payment & other terms & conditions stipulated in the NIT are acceptable to them.
19. Tenderer shall quote their rates with reference to each item of **Annexure-D, Schedule of Rates** and shall quote total cost of the package. In case of any discrepancy in figures and words, the amount which corresponds to words shall prevail. In case if any discrepancy is found in total contract price mentioned by the Tenderer in the price bid, the total contract value arrived at by using the unit rates shall be considered by RFCL for the purpose of evaluation of bids. Tenderer shall also confirm in the technical bid that the unit rates quoted in the price bid are inclusive of all costs and no separate cost shall be considered.
20. Any clarifications on procedure, tender specification both technical and commercial can be had from the Office of DGM (HR) at any time before tender closing date and time either personally or by post at least 7 working days prior to closing date of the tender. Postal delays shall not cause postponement of tender processing date & Bidders in their own interest shall take all steps that are necessary for them to participate in tender well in time.
21. It shall be certified by the tenderer that none of the RFCL employee is related to owners/directors. (In case any relative is working in RFCL, furnish details separately). It shall also be certified by the tenderer that none of RFCL's ex-employee is employed with them. (In case any ex-employee of RFCL is employed, furnish details separately). It shall be certified by the tenderer that none of blood relation of the owners / directors is participating in this tender in the name of other firm.
22. If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future up to a period of 2 years.
23. **FORCE MAJEURE:** The terms and conditions agreed upon under the contract shall be subject to force majeure. Neither the Tenderer nor RFCL shall be considered in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interrupted with by reasons of war, hostilities, revolution, civil commotion, strike, epidemics, accident, fire, floods, earthquake, regulation or ordinance or requirement of any government or any sub-division thereof or authority of representative of any such government 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 effected, 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 effected 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. 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.
24. In case of any difference or dispute, parties shall try to resolve the same amicably and decision of Ramagundam Fertilizers & Chemicals Limited in this regard shall be final. However, failing in the acceptability of the same, party may refer the same for adjudication by Arbitrator as per the below Arbitration clause.

D. Jayaram
22/03/23

25. ARBITRATION:

Except where otherwise provided in the contract, all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction; meaning, operation or effect of the contract, or out of the matters relating to the contractor breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either parties to the contract be referred to the CFO/CEO, Ramagundam Fertilizers and Chemicals Limited or his / her nominee for appointment of Arbitrator.

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

It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI MCLR/PLR/Base Rate as applicable to RFCL on the date of award of contract. The arbitration shall be conducted in English. The award shall be final and binding upon the parties. The seat of Arbitration shall be "Noida".

26. JURISDICTION: Subject to the Arbitration clause, the court situated at Noida shall have exclusive jurisdiction.

27. Laws governing contract: The contract shall be governed by the laws of Union of India for the time being in force.

28. Sister/Group/Associates Company/Concern: The prospective bidders having any common proprietor / partners / directors / managing partners, etc. or having any other common criteria shall be considered as Sister / Group / Associates Company / Concern. In such cases, only one of them will be eligible for participation in the tender. Bidders have to submit a declaration on letter head along with the technical bid that:

- a) No other Firm/Sister concern/Associate belonging to the same group is participating /submitting this tender.
- b) That the bidders, their associates, Sister Concern, etc. have not been black listed by any institutional agency/Govt. Dept./Public Sector Undertaking in the last two years.

In case of concealment of any fact, if detected later on, such Bidders will be debarred from all future dealings with RFCL as well as cancellation of their bid for this tender.

29. Indemnity: The Successful Bidder shall indemnify RFCL and keep indemnified for any loss or damage, cost or consequences that RFCL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. The Successful Bidder shall always remain liable to RFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not)) suffered by RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.

30. Tenderer and their associate should not have been blacklisted by any State Govt. / Public Sector / Central Govt. Department / organization as on date of submission of this tender.

Technical and Commercial Terms & Conditions

1. ESSENTIAL PREQUALIFICATION CRITERIA

Qualification Criteria given below specifies minimum Qualification Criteria in various areas to ensure that tenderer has necessary experience, expertise, financial and human resources to successfully execute the work order. Offers received from tenderers not meeting the qualification criteria shall not be considered.

Sr. No.	Criteria	Document to be submitted by bidder
1	Tenderer should be registered as per the relevant Act (Companies Act or Limited Liability Partnership Act in India	Copy of Certificate of Incorporation/Registration/ or copy of partnership deed.
2	Tenderer should have experience of successful completion of work orders in India (i.e. "AMC of EPABX Systems") during last 7 years ending last day of month previous to the one in which applications are invited.	Copies of at least two such work orders along with successful completion certificate may be enclosed with names of contact persons & telephone numbers to obtain feedback if necessary.
3	Tenderer should have positive net worth to execute the order of this nature	Self-certified Copy of the latest audited balance sheet with all annexures.
4	Tenderer should not have been blacklisted by any State Govt. / Public Sector / Central Govt. Department / organization as on date of submission of this tender.	Self-certification by the Tenderer on their letterhead.
5	Tenderer should be authorized channel partner / business partner of OEM i.e. Alcatel-lucent having validity at least for the period covering our contract period.	Valid authorization certificate from OEM
6	Tenderer shall submit and comply all Annexures.	Duly filled, signed and stamped Annexures.
7	Tenderer should have office and necessary facilities in Noida/ Delhi / NCR	Address of the Office

2. **Scope Of Work:** The Scope of work shall include but not limited to the following:

- i. The Scope of the AMC shall include carrying out breakdown / preventive maintenance of EPABX Systems installed at the 4th Floor of RFCL office, Noida to

Handwritten signature and date:
22/03/23

- get full advantage of the EPABX systems. The detailed specifications of all the items to be covered under Comprehensive AMC are given in Annexure-'H'.
- ii. The scope covers repair and maintenance of the EPABX Systems including spares, Software & Utilities to the utmost satisfaction of RFCL by repairing / replacing the defective parts on receipt of complaints from RFCL as early as possible. Any part, which cannot be rectified, shall be replaced by new one of same make or higher model.
 - iii. Tenderer shall provide regular preventive maintenance of all the Equipments under maintenance contract at least once in a quarter in addition to breakdown support.
 - iv. Tenderer shall provide standby Equipment / part in case Equipment / part takes more than a day to replace / repair.
 - v. The scope of work does not cover the damage due to cable snaps, short circuit / high voltage, rodents & Natural Calamities.
3. **Payment Terms:** The AMC payment shall be released through EFT at the end of each quarter from RFCL, Noida Office on submission of invoice (hard copy) by tenderer after successful completion of said AMC for that quarter and verification by officer-in-charge.
 4. **Award of contract will be made at the sole & absolute discretion of RFCL, which** shall not be disputed. Work Order issued on the basis of this tender will be called contract. The terms and conditions as embodied in the contract shall be final and shall supersede any other terms and conditions that might have been indicated in the tender submitted by the tenderers. The terms & conditions given in the tender documents shall also form part of Work Order.
 5. **Contract Period** of Annual Maintenance Contract will be for a period of one year w.e.f. from date of award of contract, which may be reduced at the discretion of RFCL. Contract period may be extended on same rates and terms & conditions for a period of one year at the discretion of RFCL. The rates, terms & conditions shall remain firm for the entire contract period and WO extension period, if any. In the event of contract running for a period of less than one year, the AMC payment shall be done on pro-rata basis.
 6. **Cancellation of the contract:** RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account. In that case, AMC payment for remaining period of the contract will not be done.
 7. **Clear understanding:** When a tenderer submits his tender in response to these tender documents, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and or a clause of the tender.
 8. **Workmen Compensation:** The tenderer will be solely responsible for any liability of his workers in respect of any accident, injury arising out of and / or in the course of tenderer's employment. To meet the aforesaid obligation under the Workmen Compensation Act, tenderer will obtain an Insurance Cover Note under Workmen's Compensation Policy from any of the Insurance Company in respect of persons employed by him for carrying out his work and obligations under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the tenderer. Tenderer shall ensure that the said Insurance Policy remain valid till the expiry of the Contract. Photocopy of the above Insurance Cover is required to be submitted by tenderer to RFCL immediately after the issue of Lol but before the start of work. Payment against the work done will not be released to the tenderer until and unless photocopy of Insurance Cover is submitted to the Company. If any clause in which

22/02/23



by virtue of the provisions of Section 12, Sub Section (1) of the Workmen Compensation Act, 1923 or any other Law for the time being in force, RFCL is obliged to pay compensation to a workman employed by tenderer in execution of work, RFCL will recover from the tenderer the amount of compensation so paid.

9. **Agreement:** The successful tenderer shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with RFCL within ten days of receipt of the Letter of Intent / Work Order which ever is earlier. The agreement to be executed will be in the Agreement Performa to be provided by RFCL at the time of award of Contract. The cost of stamp paper will be borne by the tenderer.
10. **Secrecy:** Any information delivered or otherwise communicated by RFCL to supplier in connection with the contract shall be regarded as secret and confidential and shall not, without the written consent of RFCL, be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.
11. **Statutory Requirements:** The tenderer shall comply with all statutory requirements and laws in performing the contract. The responsibility for action / safety of his employees while performing the contract by the tenderer shall be solely his.
12. **Indemnity:** The tenderer shall indemnify RFCL against any infringement of trademark /copyright or title to goods / services by him and shall be solely responsible for goods / services offered.
13. **Relation:** Should a Tenderer has a relation whether by blood or otherwise with any of the employees of RFCL, the tenderer must disclose the relations in the form of Declaration as per format at **Annexure-E** at the time of submission of tender failing which RFCL may at its discretion reject the tender or rescind the contract.
14. **Taxes:** Tenderer shall ensure that the prices quoted are inclusive of all Taxes (excluding GST), duties and other statutory levies or which may become applicable / leviable in future or from time to time. Unless specified to the contrary in the bid, all present and future taxes & other statutory levies shall be borne and paid for by the Tenderer. Payment of Taxes shall be the responsibility of Tenderer and shall not be payable by RFCL and the Tenderer shall not raise any dispute in this regard at a later stage. The rates quoted and agreed finally by RFCL shall be firm and shall not be subject to any escalation whatsoever throughout the contract period or extended period thereof. GST applicable shall be quoted separately in the price bid.
15. **TDS:** Income tax and surcharge thereon and GST TDS if applicable, as per provisions of Income Tax rules and GST rules and its amendments from time-to-time, shall be recovered from your bills. TDS certificate shall be issued to you.
16. **Security Deposit**
 - a. **Initial Security deposit (ISD)** equivalent to the 10% of the contract / work order value in the form of Bank Guarantee as per the Performa as specified at Annexure-J / Demand Draft, issued by any Nationalized / Scheduled Bank operating in India except Rural and Cooperative Banks in favour of **"Ramagundam Fertilizers and Chemicals Limited"**, payable at Noida is required to be submitted within 10 days from the date of award of contract. The Bank Guarantee shall be valid till the period of the contract or any extension together with a claim period of six months. Security deposit shall not bear any interest.
 - b. The above deposit shall be deemed to be security for the faithful performance during the contract period (1 year) and for the purpose of Section 74 of the Indian Contract Act 1872 and for the extension of that section. The contract shall be deemed to be borne / given by the tenderer for the performance of an essential duty. In case of extension of contract

Handwritten signature and date: 27/03/23

after contractual period, the bidder shall undertake to extend the BG for a further period as per extended contract.

- c. This security deposit shall be refunded (or BG released) after successful completion of contract period (1 year) plus six month's claim period and satisfactory performance during the contract period, and certification to that effect has been issued by RFCL. It shall be lawful for RFCL, if any differences or dispute are likely to occur, to defer payment of the security deposit or any portion thereof, which may be due for release until such difference and dispute, has been finally settled or adjusted.
- d. The security deposit shall not bear any interest.

17. **Risk & Cost**: If the contractor fails to perform the contract in accordance with the terms and conditions of the contract, RFCL shall have a right to get the job completed by any other agency at the risk and cost of the contractor.

18. **Claims**: RFCL shall be entitled to retain the amount, if any, of its claim against the successful tenderer, whether liquidated or un-liquidated arising out of the contract under reference or otherwise, however and set off the same pro-rata against any amount payable to the successful tenderer under the contract under reference, without prejudice and in addition to the other rights of RFCL, to cover the amount of claim by other remedies, legally available.

19. **Penalty during Operation and Maintenance**: In case any EPABX system remains under breakdown for more than a day without providing a standby, a penalty of Rs 500/- (five hundred) per day subject to maximum of 10% of the total contract value will be levied.

20. **TERMINATION OF THE CONTRACT**

The Contract is liable to be terminated if the Contractor:

- a) Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) 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 his/their assets or property on the works or
- b) Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- c) Abandons the work; or
- d) Persistently disregards the instructions of Engineer in contravention of any provision of the Contract; or
- e) Fails to adhere to the agreed program of work; or
- f) Assigns or sublets the work in whole or in part thereof without prior written consent of RFCL; or
- g) Performance is not satisfactory; or
- h) Defaults in the performance of any material undertaking under the 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. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by RFCL as a result of such termination.
- i) At any time, the contractor makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from EIC/OIC.
- j) If the contractor obtains the contract with RFCL as a result of ring tendering, or with illegal measures;
- k) Information submitted/furnished by the contract are found to be incorrect.
- l) The above shall be without prejudice to RFCL's other rights under the law.

Handwritten signature and date:
22/10/22

21. CONSEQUENCES OF TERMINATION

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

- a) The owner shall reserve the right to get 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 shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to the owner.
- b) Performance Guarantee Bond / Security in any form submitted by the contractor shall stand forfeited.
- c) The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss 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, demands, expected losses etc. incurred by the owner as a consequence of termination of the contract.

22. RIGHTS OF RFCL

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

23. ASSIGNMENT OR SUBLETTING OF CONTRACT

The tenderer shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without the prior written consent of RFCL. Any breach of this condition shall entitle RFCL to terminate the contract and the contractor shall be solely responsible and liable for any loss or damage arising out of or ensuing from such termination. RFCL reserves its right to recover the said losses or damages or charges and expenses incurred on this account in any manner whatsoever and from any dues payable to the contractor or available with RFCL. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub- contractor and RFCL and shall also not relieve the contractor of any of his obligations under the contract.

DGM (HR)
Ramagundam Fertilizers and Chemicals Limited
4th Floor, Kribhco Bhawan, Sector-1, Noida-201301

J. Ram
24/03/23

Annexure-D

(A) Schedule of rates as per the following format including all taxes and overheads (if any)

Service Accounting Code (SAC No):

S. No	Description	ANNUAL RATE (Rs.)	GST % age	GST Amount (Rs)	Total (Rs.)
1.	Annual Maintenance Charges for EPABX Systems (2 Nos.) including all spares of EPABX				
2.	Grand Total in figures				
3.	Grand Total in words				

Note: Work shall be awarded to the bidder whose total evaluated price is lowest. In case prices are not filled up in the price bid and not as per requirement of the bidding document, that bid shall not be considered for evaluation.

Date:
Designation

Name with

Signature of Authorised Person with Seal

(B)

S. No.	Bank details for payment through ECS / EFT Must be provided by vendor
1.	Account No:
2.	Account Type:
3.	Name of Bank:
4.	Branch Address:
5.	Branch Code and IFSC Number:
6.	RTGS/MICR Number:
7.	PAN Number:
8.	GST Number:

Handwritten signature and date:
22/09/23

Annexure-E

DECLARATION FORM

"Tender Documents for AMC of EPABX Systems installed at 4th Floor of RFCL Noida Office"

The following declaration to be signed by Contractor and to be submitted along with required documents which would be duly certified.

Sr. No.	DESCRIPTION	YES / NO (If yes, give the following details)		
1.	If a Tenderer has relations whether by blood or otherwise with any of employees of RFCL (owner), the tenderer must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the tender or rescind the contract.	Name and Designation of the Employee -----	Place of Posting ----- ---	Relation with the Employee -----
2.	P.F. Registration No of the Contractor to be intimated along with Documentary proof thereof.			P.F. Registration Number
3.	PAN No of the Contractor to be intimated along with Documentary Proof thereof.			PAN No
4.	GST Registration No. with Documentary Proof.			
5.	ESI Registration No. Along with documentary proof thereof.			ESI Regd. No
6.	If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the valid registration certificate in support thereof. Otherwise, it will be construed that the party is not registered as per MSMED Act, 2006.			
7.	The bidder shall submit the name and address of the firm/company along with its constitution giving status of the same such as sole proprietorship/partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.			

Signature of the Contractor / Tenderer with Seal

Place: ----- Dated: -----

Signature
21/03/23

UNDERTAKING

“Tender Documents for AMC of EPABX Systems installed at 4th Floor of RFCL Noida Office”

To,

DGM (HR)
Ramagundam Fertilizers and Chemicals Limited
4th Floor, Kribhco Bhawan, Sector-1,
Noida-201301

Subject: “Tender Documents for AMC of EPABX Systems installed 4th Floor of RFCL Noida Office”

Ref. No: RFCL/CO/IT/website/ _____ Dated: _____

Dear Sir,

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 “ **AMC of EPABX systems installed at 4th Floor of RFCL, Noida**” at the rates quoted in the attached Schedule of Rates (**Annexure-D** of Tender Documents).

I / We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with Terms and Conditions referred to in the Tender Documents.

In case of acceptance of the Tender by Ramagundam Fertilizers and 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 to the forfeiture of the Earnest Money lodged with Ramagundam Fertilizers and Chemicals Limited.

Thanking you,

Yours faithfully;

For M/s _____

(Signature of Tenderer with SEAL)

Address: _____

Signature
27/03/23

CHECKLIST / COMPLIANCE STATEMENT

“Tender Documents for AMC of EPABX Systems installed at 4th Floor of RFCL Noida”

A. Checklist

Sr.	Enclosures	Compliance Yes / No	Remarks
1.	Outer envelope contains the Two inner Envelopes and the covering letter		
2.	Inner Envelope-I contains the following:		
	a. Enclose profile of the tenderer & experience in support of AMC of EPABX systems.		
	b. Permanent Account Number (PAN).		
	c. GST No.		
	d. Check list / Compliance Statement dully filled and signed (Annexure-G)		
	e. Copy of the Tender signed and stamped on each page by authorised person of the bidder as acceptance of tender conditions without any deviation.		
	f. Unpriced copy of Price bid (i.e. schedule of rates- Annexure-D without filling price), However in the price bid portion (unpriced copy) bidder to record “quoted” and in the GST column bidder to indicate “GST rate” quoted		
3.	Sealed Inner Envelope-II containing Price bid strictly as per the format at Annexure-D enclosed duly signed		
4.	Covering Letter		

B. Compliance

5.	We confirm that there is no deviation from the technical & commercial terms & conditions including Payment terms as stipulated in the Tender documents.		
6.	We confirm that the prices quoted are inclusive of all taxes & duties except GST and as per the prescribed proforma and GST rate and amount has been quoted extra in the price bid.		
7.	Pre-Qualification Criteria		
a.	We confirm that we have been registered as per the relevant Act (Companies Act or Limited Liability Partnership Act or Sole Proprietorship, any other Act) in India. Relevant documents are enclosed		
b.	Copies of the work orders of similar nature as per Sr.no. 2 of Para-1 of Annexure-C along with successful completion certificates are enclosed.		
c.	We confirm that we have positive net worth to execute the order of this nature. Self-certified copy of the latest audited balance sheet with all annexure enclosed.		
d.	We confirm that we have not been blacklisted by any State Govt. / Public Sector/ Central Govt. Department / organization. Self-certification enclosed.		
e.	We confirm that we are the authorized channel partner of OEM i.e. Alcatel-lucent. Valid authorization certificate from OEM enclosed		
f.	We confirm that we have submitted all annexures duly filled, signed and stamped		
g.	We confirm that we have an office in Noida / Delhi / NCR. Address details provided.		

Signature of tenderer with Seal)

24/09/23

List of Items covered under AMC

"Tender Documents for AMC of EPABX Systems installed at 4th Floor of RFCL Noida Office"

Sr. No.	Item Description	Quantity
1.	48 Port EPABX system (Model Alcatel Lucent OmniPCX)	2
2.	PRI card - Alcatel	2
3.	Digital Phone as operator console - Alcatel	1
4.	Digital phone – Alcatel	3
5.	8 port card for Digital Phone - Alcatel	2
6.	MDF 80 Ports	1

(Signature of Tenderer with Seal)

Jyoti
22/03/23



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड



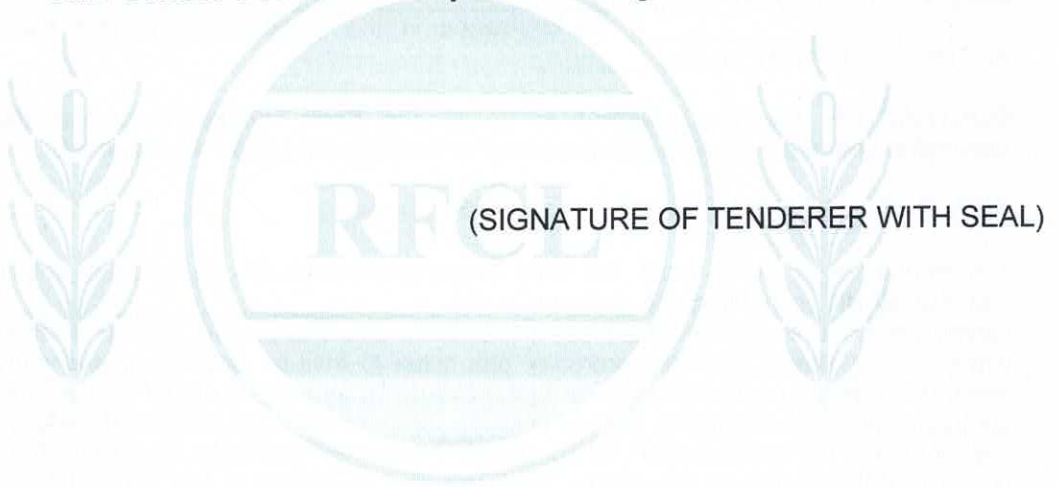
<TO BE SUBMITTED ON BIDDER'S LETTER HEAD>

NAME OF FIRM:

ENQUIRY NO.:

Services: AMC of EPABX Systems installed at 4th Floor of RFCL, Noida.

It is to certify that -----(Name of Bidder) _____ has not been banned or blacklisted by any State Government / Public Sector Unit/ Central Government Department / Organization.



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Handwritten signature and date: 27/03/23

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS & CHEMICALS LTD, a Company registered in India under Companies Act, 2013 and having its office at 4th Floor, Kribhco Bhawan, Sector-1, Noida-201301, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated _____ (hereinafter called CONTRACT) entered into between RAMAGUNDAM FERTILIZERS & CHEMICALS LTD (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a SECURITY DEPOSIT for Rs. _____.

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

3. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall affect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially up to _____ months from the effective

22/03/23

date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The BANK GUARANTEE FOR SECURITY DEPOSIT is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)

Jagan
27/03/23