ANNEXURE-X

SPECIAL TERMS AND CONDITIONS

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

Sr. No	Terms and Conditions	Tenderer's Confirmation
1	**SCOPE OF WORK:** Establishment of liquid CO2 plant on Rental/BOO basis having capacity of 96 MTPD & supply of liquid CO2 at Ramagundam Fertilizers and Chemicals Limited (RFCL), Telangana unit, Dist- Peddapalli, Telangana.	
2	**SCHEDULE FOR SETTING UP OF LIQ. CO2 PLANT:** 60 days from the date of PO/ LOA for commissioning of liq. CO2 injection skid system (capacity: 4 MT/hr) and accessories, including a 100 KL liquid CO2 storage tank and a refrigeration unit.	
3	**CONTRACT PERIOD:** The Contract shall remain valid for **08 (Eight) months** from the date of issuance of the Work Order/Contract Order and may be extended for a further period of **03 (Three) months** on mutual consent. a) The initial **02 (Two) months** of the contract period shall be utilized for installation, pre-commissioning, commissioning (i.e. cut-in of the Liquid CO_2 Plant in system at Tie Point/joint). b) The **CO_2 supply period** shall commence from the date of successful commissioning and cut-in of the Liquid CO_2 Plant and shall remain valid for **06 (Six) months**, extendable by a further **03 (Three) months** on mutual consent. Note: 1) The said duration is exclusive of any planned/un-planned shutdown/plant interruption.	
4	**PAYMENT TERMS:** Payment against the supply of Liq. CO2 shall be made within 15 days upon submission of Invoice duly certified by the EIC. However, the Rental Charges shall be paid on monthly basis within 15 days from date of invoice. Rental charges will be admissible only after the commissioning of the liquid CO2 plant. Payment shall be released through Electronic Fund Transfer (EFT) mode after making necessary recoveries/deductions towards Income Tax, Applicable Taxes, Security Deposit (as stipulated vide clause No 9), Penalty etc. as applicable from time to time, including any amendment/modification thereof, against submission of Bill after completion of the work.	

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5	**LIQUIDATED DAMAGES[LD] FOR SUPPLY OF LIQUID CO2 & COMMISSIONING OF PLANT** To regulate the 100% supply as per the requirement, 10 days' stabilization period is permitted for which there would not be any penal charges. Post 10 days' stabilization period, vendor to ensure supply of 96 MTPD Liq CO2 to RFCL. Any shortfall qty of a particular month may be recouped in Succeeding month. Further during the contract period, if vendor is unable to supply the full contract quantity with the 06months post stabilization period, the LD will be applicable on the shortfall quantity as per Clause No. 15 of General Terms & Conditions. For Commissioning LD will be applicable as per Clause No. 15 of General Terms & Conditions	
6	**OFFER VALIDITY**: The offer must be valid for acceptance for **120 days** from Tender Opening date/Due date.	
7	**SUBMISSION OF TENDERS:** Bids are invited under Two Part bid system. Tenderers must submit both "Technical" and "Commercial" Bids through e-mail / Sealed Envelope. The tenders duly accompanied with bids, offered product catalogue / all necessary documents (As applicable) should be submitted within the Bid Closing Date and time stipulated in the e-Tender. All letters/ Correspondence are addressed to: **Chief Manager (C&P)** Ramagundam Fertilizers and Chemicals Ltd, 4th Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301	
8	The tenderer shall quote price strictly in accordance with the terms & conditions of tender document. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.	
9	**EARNEST MONEY DEPOSIT (EMD) –** Tenderer to submit Earnest Money of Rs. 1,00,000 /- (Rs. One Lakhs only) in the form of crossed Demand Draft / Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of "Ramagundam Fertilizers and Chemicals Limited" payable at New Delhi. Cheque shall not be accepted in any case. Alternatively, the above amount(s) can also be transferred through digital means directly to RFCL's bank account (SBI CC No. 40306767010, IFSC: SBIN0004298) along with intimation of the banks transfer reference number to us. In case party is seeking exception of EMD under MSMED Act / under Start-up, the party is required to submit the valid required documents showing eligibility. The EMD shall be forfeited and appropriated by RFCL in regard to the NIT without prejudice to any other right or remedy to RFCL under the following conditions: • If a Tenderer withdraws his Bid during the validity or agreed extension validity period duly agreed by the Tenderer. • If the bid is varied or modified during the validity or agreed extension validity period duly agreed by the Tenderer.	

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	• In the case of a successful Tenderer, if the Tenderer fails to commence the work awarded to him or sign the Contract agreement in accordance terms of Contract. Earnest money of the successful tenderer shall be returned on submission of Security Deposit. Earnest money deposited by unsuccessful tenderers shall be returned as early as possible. No Interest will be paid on the Earnest Money Deposit.	
10	**Security Deposit (SD) cum PBG:** i. The Security Deposit shall be 10% of the contract value excluding GST. ii. Initial Security Deposit/PBG shall be deposited within 15 days of the issue of the DLOA/Work order/Contract order by the successful agencies. EMD (If applicable) can be adjusted against SD or retuned as per terms of the contract. iii. Any amount recoverable from the contractor shall be deducted from security deposit. iv. The SD/ Performance Bank Guarantee(PBG) should be valid for Contract period plus 3 months' claims period. **Refund of Security Deposit / Bank Guarantee: -** The Security Deposit (SD)/Performance Bank Guarantee (PBG) shall be released/refunded only upon satisfactory completion of all contractual obligations by the Contractor, including expiry of the applicable three (3) months' claim period, submission of an unconditional **"No Claim Certificate"** in the prescribed format under **Annexure-XIX**, and passing of the final bill. RFCL shall be entitled to deduct/recover from the SD/PBG any dues, costs, damages, expenses, or other amounts payable by the Contractor under this Contract or any other contract with RFCL. No interest shall be payable on the SD/PBG, and in no case shall the SD/PBG be released/refunded prior to passing of the final bill and settlement of all outstanding dues. Security deposit may be deposited through Electronic Fund Transfer (EFT) using the below mentioned bank details: - NAME OF FIRM: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED BANK ADDRESS: STATE BANK OF INDIA, COMMERCIAL BRANCH, 70, THE GREAT EASTERN CENTRE, NEHRU PLACE, NEW DELHI, 110019 IFSC CODE: SBIN0004298 ACCOUNT NO.: 40306767010 **NOTE: If bidder opts to submit EMD/SD through RTGS/NEFT then he/she shall submit copy of such transaction details immediately to arvindpal@rfcl.co.in and sprakash@rfcl.co.in** Security Deposit(SD) may also be deposited in the form of Bank Guarantee(Annexure-XV). All charges with respect to the Performance Security shall be borne by the bidder.	

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	This Bank Guarantee may be invoked/ Security Deposit may be forfeited on violation of any of the conditions given below: - • If it is found at the later stage that the successful bidder received the Contract on the basis of false documents. • Successful bidder is not able to deliver services as per the Contract. • The successful bidder or his employee is involved in any unlawful activity during its engagement with RFCL. • If the Bidder is non-responsive to the requirements raised by RFCL for consecutive 3 times. • If the Successful Bidder has violated any terms and conditions of the Contract. • In the event of non-performance /non-compliance with any provisions of the Contract by the Contractor or termination of contract due to default of the contractor, other than Force Majeure reasons.	
11	**BILLING PROCEDURE** All the invoices of payment shall be supported by necessary Documents and submitted in duplicate for the certification of Engineer-in-Charge for which he will require a maximum time of 07 days before the same are submitted for processing the payment of amount admitted. **For Supplies**: The Owner shall pay to the Contractor all the admissible payments for actual delivered quantity within 15 days of receipt of material at RFCL and certification of the Engineer-in-Charge. **For Rental**: The Owner shall pay to the Contractor all the admissible payments on monthly basis for actual operated quantity within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services. Note: GST shall be reimbursed after submission of documentary evidence of GST filing.	
12	**Evaluation Criteria**: a. Price bids of only those bidders shall be opened who qualifies Techno-Commercial bid evaluation as mentioned above. b. Evaluation will be done on overall L-1 basis.	
13	In case you are registered as MICRO/SMALL Enterprise (MSEs) under The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME. The Micro and Small Enterprises (MSEs) shall be entitled for benefits under the Public Procurement Policy for Micro and Small Enterprises subject to the terms and conditions. **However, no relaxation in prior experience & turnover will be allowed.**	

14	All information sought by RFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of the tenderer to comply with requirements of RFCL within stipulated time may make the offers as unresponsive & shall entitle RFCL to proceed further with the tenders.	
15	The tenderers must submit/upload online, one set of the tender document duly digitally signed by using digital certificates as token of acceptance of all the tender conditions alongwith their techno- commercial bid failing which their tender may not be considered.	
16	Tenderers should ensure that the tender documents /offer have been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non- acceptance of orders placed based on the offers submitted by tenderer on their letter head, will not be allowed on the ground that offer was not signed by authorized person.	
17	**DECLARATION BY TENDERER ON BLACKLISTING** Tenderers shall provide an Affidavit in original on Non-Judicial Stamp Paper of Rs.100.00 duly attested by Notary that they have not been black listed, debarred, de-listed, suspended, Banned, put on holiday or on negative list etc. by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years (as per Annexure-VI)	
18	**PRE-CONTRACT INTEGRITY PACT (IP)** Bidder will sign and submit the Integrity Pact (enclosed Annexure-XXIII to this Tender Document), which is an integral part of Tender Documents, along with the Bid, failing which the Bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website https://www.rfcl.co.in. Any NIT/RFQ/Tender related complaint for NIT/RFQ/Tenders covered under Integrity Pact having value of Rs. 1.00 Crore and above, may be addressed to the Independent External Monitors (IEMs) as per details given below: Sh. Vishwanath Giriraj, IAS (Retd.) A Wing, Flat 1001, Landmark Towers, GD Ambedkar marg, Opp. Wadala Telephone Exchange, Naigaon Dadar East, Mumbai – 400014; Email: vgiriraj@rediffmail.com Sh. Ranvir Singh, IFS (Retd.) Email: iem1@rfcl.co.in	
19	**AGREEMENT** The Agency's responsibility under this Contract will commence from the date of issue of the LOA / Work Order. The Tender Documents and Other Documents exchanged between the Tenderer and RFCL, the Letter of Acceptance 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 of Rs.100.00** at Noida, **within 15 (Fifteen) days of date of issue of the Work Order or start of work whichever is earlier**. The cost of stamp paper shall be borne by the Agency. The Agreement to be executed shall be in the Agreement Performa to be specified by RFCL at Annexure- XVII.	

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	Firmness of Quoted Rates: The quoted cost of the Liq Co2 shall be valid for one year and in case RFCL is not able to consume the monthly committed quantity (for reasons like planned/unplanned shutdown or any technical issues), the vendor will be eligible to get only the Rental Charges for the period during which the supply was disrupted/discontinued on the advice/notice of RFCL and the validity of contract period will be proportionality increased.	

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ANNEXURE-XI

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

DEFINITIONS OF TERMS

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

1. "The OWNER or RFCL" means the Ramagundam Fertilizers and Chemicals Limited., incorporated in India, having its registered office at SCOPE COMPLEX, Core No-III,7, Institutional Area, Lodhi Road, New Delhi-110003.

   "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 contextmeans 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 there to published or notified by theprocuring entity, which informs the potential bidders that it intends to procure goods, services and/orworks.

2. The "ENGINEER-IN-CHARGE or OFFICER-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 toform 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 RFCLwith 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 there in all contract documents.

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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.

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 Contractorstand 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 ofWORK 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 percent.

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 2017.

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 relevantto 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 electricalnature relating to machinery and plants.

ANNEXURE-XII

GENERAL TERMS & CONDITIONS (GTC & GTCC)

1. 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.

2. Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job. All lifting tools & tackles are to be got tested 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.

3. Suitable accommodation will be provided for the contractor or his authorized representative on chargeable basis, if available, RFCL may allot land for putting temporary Godown/ workshop for making storage, work site by the contractor, free of cost.

4. 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.

5. **Sub-Contracting** of the job will not be allowed without prior written permission of the owner (RFCL). If sub-contracting is allowed by Owner in full or part, the contractor shall be solely responsible for paying each Sub-Contractor and any other person to whom any amount is due from Contractor for services, materials or supplies otherwise related to the Work. Contractor shall take all reasonable steps and actions to ensure that such services have been or will be properly performed. Owner shall not be deemed by virtue of the Contract to have any contractual obligation to or relationship with any Sub Contractor. The responsibility of successful completion of work by sub- contractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

6. PAYMENT OF TAXES AND DUTIES:

The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but excluding GST. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.

The rates quoted for materials should be on F.O.R. basis and are inclusive of all taxes. No GST will be paid as extra.

Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to RFCL's account. Any subsequent change in the rate of GST shall be to RFCL's account during contractual period only.

The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. except GST.

The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RFCL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.

RFCL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.

Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date

of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which RFCL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.

In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to RFCL, then RFCL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, RFCL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on RFCL.

Liability of RFCL shall be restricted to the amount of GST only, and any interest/penalty etc. shall be to the contractor's account.

Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.

As per GST, the liability towards payment of GST lies with the service provider, so RFCL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (RFCL) shall comply with the same as the service receiver.

The rates quoted by the tenderer will be firm for the currency of the contract period including extension if any and will not be subjected to escalation irrespective of any increase what so ever, except where escalation clause is specifically mentioned in the tender document.

All Statutory Provision shall be followed and applicable even if occurred after placement of W.O. but did not exit at the time of Tender. However additional statutory implication levied by State / Central Govt after last date of submission bid shall be to RFCL account and shall be reimbursed on submission of proof of payment by the Contractor.

The Tenderer should make a deposit of Earnest Money and Tender Fees as per Tender Documents by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "Ramagundam Fertilizers and Chemicals Limited" payable at Delhi or through payment link provided on our website (https://www.rfcl.co.in/) and details to be indicated in Tender document which is to be submitted in Envelop-I. The Earnest Money and Tender Fees shall not be accepted in any other form except as specified. Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender will not be opened and it will be considered as rejected. The EMD may be forfeited and appropriated by RFCL without prejudice to any other right or remedy to RFCL under the following conditions:

- If a Bidder withdraws his Bid during the validity or agreed extension of validity period duly agreed by the bidder.
- If the bid is varied or modified in a manner not acceptable to the RFCL during the validity or agreed extension validity period duly agreed by the bidder.
- In the case of a successful Bidder, if the bidder fails to commence the work awarded to him or sign the Contract agreement.
- In the case of a successful Bidder fails to furnish Security Deposit/Performance Guarantee.
- If bidder is delisted/debarred or blacklisted by RFCL. The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.

7. Bid Validity:

The bid should be kept valid for acceptance for a period of 120 (one hundred twenty) days from the date of opening of tender/Technical Bid. A bid valid for shorter period may be rejected by the Owner as being non-responsive. Under the exceptional circumstances, prior to expiry of the original Bid validity period, the Owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by
E-mail. In the event of Owner seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended. A Bidder agreeing to the request of Owner seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly.

8. The following tenders will be liable to be rejected:

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) Tender, which contain uncalled for remarks or any alternative additional conditions.
d) Offer received after schedule date & time of submitting the offer would be out rightly rejected.

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.

If the tenderer has relations whether by blood or otherwise with any of the employees 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. 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).

The contractor may employ such employees/ labours as he may think fit and the employees so employed should 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 that may become due and payable to Contractor.

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 on any misunderstanding or otherwise will be allowed.

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

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.

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.

9. QUANTUM OF JOB:

Estimated value of work has been worked out on technical assessment. RFCL will not give any guarantee for minimum billing, minimum quantum of work during the period / currency of the contract.

10. RISK AND COST:

If the Contractor is unable to execute the work and any loss incurred by the company in this respect, such losses will be to the Contractor's account. The company may also terminate the contract after giving a notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the contractor cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% and applicable GST to the Contractor.

11. 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, 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.

12. LOSS TO PLANT DURING EXECUTION:

Any damage or loss caused to plant Equipment etc. during execution of this contract will be made good by the contractor at his own cost and risk.

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.

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.

13. PERIOD OF LIABILITY:

Defect liability period of works shall be 12 months from the actual date of completion of work. The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work

performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, RFCL reserves the right to get the same repaired at the risk & cost of the contractor PLUS 25 % Departmental Charges plus applicable GST thereon, and the expenditure so incurred by RFCL shall be adjusted towards the said Security Deposit and / or any other due lying with RFCL.

14. PRESERVATION OF FREE ISSUE MATERIAL:

All materials issued to the contractor by the owner shall be preserved against deterioration and storage while under contractor's custody, Any damage/losses suffered on account of noncompliance 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 panel rates to be determined by the Engineer- in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

SCRAP ALLOWANCE: 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.

Sl. No.	PARTICULARS	SALVAGEABLE
1	STRUCTURE	2.5%
2	PIPE	3.0%
3	CEMENT	3.0%

15. LIQUIDATED DAMAGES (LD):

The time and date of completion of work as stipulated in the contract shall be deemed to be essence of the contract. In the event of work is not completed according to the time schedule, the contractor shall have to pay Liquidated Damages to the RFCL at the rates of 1 % of the total value of work excluding taxes for delay of every week or part thereof, subject to a ceiling of 10 % of the total value excluding taxes of the work plus if applicable GST thereon. These Liquidated Damages shall be recovered from the RA/Final Bill of the contractor of this work, or from any other dues of the contractor against any other contract, or from any other dues of contractor lying with RFCL.

16. 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 which directs 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 Engineer-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 Engineer-in-charge whose decision shall be final and binding.

17. SETTLEMENT OF DISPUTES / ARBITRATION:

A) 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.

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 crore, 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.

JURISDICTION:

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.

18. 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:

i. Becomes bankrupt or in solvent 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

ii. Abandons the work, or persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or

iii. Persistently fails to adhere to the agreed program of work Or

iv. 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

v. Performance is not satisfactory, or work is abnormally delayed, Or

vi. 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.

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

19. Consequences of Termination

If the contract is terminated by RFCL for the reasons detailed under clause no 4 above due to default of the contractor:

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 plus 25% towards administrative cost, 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.

20. Statutory deductions:

- Statutory deductions on account of Income Tax and another applicable tax, at the time of release of payment to the party.
- The rates to be quoted by the party should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be reimbursed to the Agency against Tax invoice.
- GST, if applicable shall be reimbursed by RFCL as per GOI notification. The tenderer shall indicate the SAC Number and GST rate in this offer. Any variation in the GST rate shall be at RFCL"s Account during contractual period only.

21. 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 may misbehave or cause 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-incharge.

22. SAFETY REGULATION:

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 statutory obligation. 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 or its workers, the liability of Contractor shall be "Absolute liability".

23. CONTRACTOR TO EXECUTE AGREEMENT:

The contractor's responsibility under this contract will commence from date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and RFCL, the letter of acceptance and work order shall constitute to the contract.
The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of prescribed values with RFCL within 15 days (Fifteen days) of receipt by him of the Letter of Intent. The agreement to be executed will be in Agreement Form specified by RFCL. The cost of the Stamp Papers will be borne by the contractor. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties.

24. 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 will any claim whatsoever 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.

25. 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.

26. FORECLOSURE:

If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work or to terminate the contract due to any reason including force majeure, regulations or ordinance of any government or for any reasons whatsoever, the Officer in Charge shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure. Such foreclosure 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.

27. RIGHTS OF OWNER

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 event the Contractor fails to fulfil his obligations under the CONTRACT, the OWNER shall have the right to get the work done by any other agency/own resources at the risk and cost of the Contractor.

28. TIME EXTENSION:

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

The extension of completion date shall also be subject to the right of RFCL to claim a reduction in prices on account of reduction in statutory duties / taxes etc. which may take place during the extended period of completion. However, increase in prices during extended completion period on account of increase in statutory duties/taxes etc. admissible under this work order/contract may be considered only if extension is due to delay on the part of RFCL. Any extension of time given under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract. The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause (by way of Security Deposit), the Contractor shall immediately arrange to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition, the contractor shall ensure that the Labour license, Insurance policy are renewed from time to time at his cost during the extended period of contract till the completion of the project.

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

30. Intellectual Property Right:

The Contractor shall fully indemnify RFCL and all agents, servants and employees of the Company against any action, claim or proceeding relating to infringement or the use of any patent, trademark or design in respect of any article or part thereof included in the Contract. In the event of any claims being made or action being brought against the Company or any agent, or servant, or employee of the Company in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at his cost.

31. Contractor's Obligations w.r.t. personnel deployed and labor related compliance:

a) The CONTRACTOR shall be governed by and shall comply with the provisions of various applicable labour laws like Contract Labour (Regulation & Abolition) Act 1970, Payment of Wages Act 1936, Employers Liability Act 1938, Employment of Children Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Minimum Wages Act 1948, Employees' State Insurance Act 1948, Employees' Compensation Act 1923 (in the absence of coverage of employees under Employee State Insurance Act, 1948), Employee Provident Fund & Misc. Provisions Act 1952, Maternity Benefit Act 1961, Payment of Bonus Act 1965,Payment of Gratuity Act 1972, Equal Remuneration Act 1976, Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (BOCW) along with BOCW Welfare Cess Act 1996, or any modifications thereof or any other law/ Code (s) relating thereto and rules made thereunder from time to time. (THE ABOVE ACTS ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE.)

b) The contractor shall comply with all applicable Central, State statutes/ labour laws/codes/schemes including all

other applicable statutory rules and regulations in force relating to the contract and keep RFCL indemnified in respect thereof. The contractor shall, to the extent, he is liable, comply with & give all intimation/ notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay, indemnify RFCL against any liability in respect of any fee/ charges/fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded. In case of any violations, omissions,commissions, the consequence/s, if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and RFCL shall have no liability whatsoever on this account.

c) In case the CONTRACTOR selected for award of contract does not have a PF code, He shall be required to obtain the same within the stipulated time as per EPF act. The contractor shall timely apply and obtain requisite labour licenses & other requisite registrations/ licenses/ clearances from the concerned Authorities and submit a certified stamped copy of the same. Contractor shall ensure its uninterrupted continuity throughout the period of contract/ applicability.

d) The Contractor shall depute only physically and medically fit 'adult' persons against the contract i.e. persons below the age of 18 years shall not be allowed to be engaged for execution of work. The contractor may employ such persons as He may think fit and the persons so employed shall be employees of contractor for all purposes and shall not be deemed to be in the employment of RFCL for any purpose whatsoever.

e) The Contractor shall pay minimum wages directly to the persons employed by him under the Contract, within the stipulated period i.e. by 7th of the following month, by direct credit in his/her bank account through NEFT/RTGS or by way of cheque. The wage rates should not be less than the stipulated minimum wage rates notified by Appropriate Government as per minimum wages act from time to time with respect to the work performed/ rendered, without any discrimination on grounds of caste/ creed/ religion/ gender. CONTRACTOR shall also enroll/cover all eligible/ entitled personnel under EPF, EPS, EDLI, ESI, Labour Welfare Fund, & all the other applicable statutory Acts/ Codes/ schemes and ensure deduction & deposition of the requisite contributions – employee's as well as employer's - for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 15th of the following month in case of depositions under ESI Act).

f) The Contractor is also required to discharge all other statutory obligations including timely submission of reports, returns to concerned Authorities and maintain updated registers and records in prescribed proforma under all the various applicable statutes/ Labour Laws/Labour Code(s) including the rules made thereunder enacted and/or amended by the Appropriate Government from time to time.

g) The contractor shall on monthly basis submit a certified stamped copy of wage sheet in prescribed formats along-with bank transaction details besides documentary evidence in support of wage payment, deduction & deposition of EPF, ESI, Labour Welfare Fund. The contractor shall also submit a certified stamped copy w.r.t. any other payment made/ benefit extended by him towards fulfilment of his statutory obligations under applicable statutes and/or his contractual obligations towards RFCL. Submission of these and other requisite documents/ records and proper maintenance and production of the same as when requisitioned by Authorities/ RFCL has to be ensured for smooth clearance/ settlement of bills/payments.

h) CONTRACTOR shall follow prescribed safety regulations & procedures and shall adhere with safe work practices.

32. SPECIFICATIONS AND DRAWINGS:

a) Adherence to Specifications and Drawings: The whole of the works shall be executed in conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for any loss to RFCL.

b) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.

c) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the RFCL to the Contractor are deemed to be the property of RFCL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the RFCL on completion of

the work or termination of the Contract.

33. Signing of "No Claim" Certificate:

The Contractor shall not be entitled to make any claim whatsoever against RFCL under or by virtue of or arising out of this contract, nor shall RFCL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the RFCL in such form as shall be required by RFCL after the works are finally measured up. The Contactor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

No CONTRACT or understanding in any way modifying the conditions of CONTRACT shall be binding upon either parties hereto unless made in writing and approved by both parties.

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

Integrity Pact: In case of contract valuing Rs 1 crore and above, the Bidder(s) / Contractor(s) is required to enter into an "Integrity Pact" with the Principal i.e. RFCL. The Integrity Pact has to be signed by the Proprietor / Owner/ Partner/ Director or by their duly Authorized Signatory. In case of failure to return the Integrity Pact along with the offer/ bid, duly signed by the authority as mentioned above, will disqualify the offer/ bid.

34. 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 are 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".

Technical Terms and Condition, Special Terms and Condition are Succeeding to GTC. In case of any discrepancy or inconsistency between Special terms and condition and general terms and conditions, the following order of preference shall be followed: -

1. Scope of work /Technical terms and Condition
2. Special Terms and Condition
3. General Terms and Condition (GTC/GTCC)

Annexure-XIII

Performa for proprietorship Affidavit on the stamp paper of Rs.100 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 RFCL 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:_____

Tenderer's Sign & Stamp

Annexure-XIV

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITHINDIA

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 isengaged 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), everyartificial 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 insuch 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 fallsunder any of the above.

5. "Beneficial owner" for the purpose of above (4) will be as under:

i) 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 controllingownership interest or who exercises control through other means.

Explanation—

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;

b. "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 orshareholder's agreements or voting agreements;

ii) 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;

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the naturalperson(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 suchassociation or body of individuals;

iv) 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;

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the authorof 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 controlor ownership.

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

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

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time ofacceptance of

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bids. In respect of supply otherwise than by tender, registration should be valid at the timeof 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 whichshares 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 hereinabove. A Certificate to this regard is to be submitted by bidder is placed at **Form-V**

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Form-IV

UNDERTAKING ON LETTER HEAD

To,
M/s Ramagundam Fertilizers and Chemicals Limited
Noida

SUB: TENDER NO: RFCL/CO/C&P/ LIQ. CO2/2026-27/126 DATED 06.11.2026
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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:
Designation
Seal:

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Form-V

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUBCONTRACTING

To,

M/s Ramagundam Fertilizers and Chemicals Limited
Noida

SUB: TENDER NO: RFCL/CO/C&P/ LIQ. CO2/2026-27/126 DATED 06.11.2026

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:

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ANNEXURE- XV

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT

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

This BANK GUARANTEE No._____made this day of _____between_____a bank incorporated and having its registered office at_____(hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and Ramagundam Fertilizers and Chemicals Limited, a Company registered in India under CompaniesAct, 1956 and having its registered office at Core -III, Scope Complex, 7, Institutional Area, Lodhi Road, NewDelhi -110 003, 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.

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

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee will remain in force initially 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 ofOwner 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 undersignedhave full power to do so.

Dated this _day of 2026

(Indicate the name of the Bank with stamp)

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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, Core-III, 7 Institutional Area, Lodhi Road , New Delhi-110003 (hereinafter called "RFCL" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt (hereinafter called the, the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under theterms 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 guaranteefor 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 anyloss 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 amountsdue 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 orwould cause to or suffered by 'RFCL' by reason of any breach by the said tenderer(s) ofany of the terms or conditions contained in the said tender or by reason of the saidtenderer's failure to keep the tender open. Any such demand made on the bank shallbe conclusive as regards the amount due and payable by the bank under thisguarantee. However, our liability under this guarantee shall be restrictedto 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 ofRFCL 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 theperiod 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 theconstitution 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 Ban

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Annexure-XVII

CONTRACT AGREEMENT
(On non-judicial stamp paper of Rs. 100)

THIS CONTRACT made at RFCL, Noida 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, Core No. III, 7 Institutional Area, Lodhi Road, New Delhi - 110003 India (hereinafter referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the ONE PART.

AND

M/s. ---------- carrying on business in sole proprietor/partnership/company etc. having its office at ---------- (hereinafter referred to as the "Contractor" which expression shall be deemed to include his/its representatives/successors and permitted assigns) through its authorized representative of the OTHER PART.

WHEREAS the owner is desirous of executing certain works more specifically mentioned and described in the Work Order No./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 WITNESSETH AS FOLLOWS:

ARTICLE-I

1.0 CONTRACT DOCUMENTS:

1.1 The following documents shall constitute the contract documents, namely:

a) This contract;
b) NIT/Tender documents;
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.

ARTICLE-2

2.0 SCOPE OF WORK

2.1 In consideration of the payments 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 Tenders(NIT), Special Terms & conditions of Contract,General Terms & Conditions of the Contract,Technical Specifications and the Work Order/Letter of Intent.

ARTICLE-3

3.0 TERM

3.1The contract work shall be duly executed and completed in all respect 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 the essence of the contract.

ARTICLE-4

4.0 TERMINATION OF CONTRACT

4.1 If the Agency is unable to execute the work, any loss incurred by the company in this respect will be to the Agency's account. The company may also terminate the contract after giving a (15) Fifteen days' notice in writing, if in its opinion; the work under the contract is not being done to its satisfaction if:

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- At any time, the Agency makes default in proceeding with the work / job with due diligence and continues to do so after giving in writing a notice of 15 days from the Officer In-Charge,

or

- If the Agency persistently do not respond to the instructions of Officer- In-Charge or fails to take steps to employ competent or additional staff required or commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take steps to remedy it within 3 days after notice in writing given to him by the Officer In-Charge,

or

- If the Agency obtains the contract with RFCL as a result of ring tendering or other non-bonafide methods of competitive tendering, **or**
- If the Agency assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority, **or**
- If the Agency abandons the contract, **or**
- If the Agency becomes bankrupt/ insolvent, **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.
- RFCL may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts. (a)if the Agency fails to arrange the supply of any or all the resources within the period(s) (b) if the Agency fails to perform any other obligation(s)under the contract.
- If Agency does not submit the documentary evidence in respect of statutory payment like PF, ESI, etc., for consecutive 2(two) months, RFCL management reserves the right to terminate the contract.

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)

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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.

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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.

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 crore, 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.

(iii) Jurisdiction:

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.

11.2 For Foreign Parties
"Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration
Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat and venue of the arbitration shall be at New Delhi, India.

The language of the arbitration shall be English.

This Contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India."

ARTICLE-12
12.0 JURISDICTION
Notwithstanding any other Court or Courts having Jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of Competent Civil Jurisdiction in this behalf at (where this contract has been signed on behalf of the Owner) and only the said Court(s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.

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 AND DELIVERED FOR AND ON BEHALF OF

Ramagundam Fertilizers and Chemicals Limited (Owner)	**Contractor**
(With Rubber stamp)	**(With Rubber stamp)**
Date:	**Date:**
Place:	**Place:**
In the Presence of:	**In the Presence of:**
Witness	**Witness**
Signature	Signature
Name of Signatory	Name of Signatory
Address	Address
Signature	Signature
Name of Signatory	Name of Signatory
Address	Address

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ANNEXURE-XVIII

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ..... dated..... for the Work of .....

We have received the sum of Rs. ..... (Rupees .....only) in full and final settlement of all the payments due to us under the above mentioned contract agreement, between us and Ramagundam Fertilizers and Chemicals Limited (RFCL). We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against RFCL, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or officer authorized to sign the contract documents on behalf of the contractor

(Company stamp)

Date: .....

Place: .....

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Annexure-XIX

Preference to Make in India

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017[1]. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order: -

a) *'L1'* means the lowest tender or lowest bid or the lowest quotation received in a

tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tenderor other procurement solicitation.

b) *'Margin of purchase preference'* means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.

c) *'Nodal Ministry'* means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

d) *'Procuring entity'* means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes

Government companies as defined in the Companies Act.

e) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'.*

i) Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'non-local suppliers' for different types of procurement.

a) In procurement of all goods, services or works in respect of which the Nodal ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para (i)(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall notbe issued except with the approval of competent authority as designated by Department of Expenditure.

c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

ii) Purchase Preference

a) Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

b) In the procurements of goods or works, which are covered by para (i) (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
2. If L1 bid is not a 'Class-I local supplier', 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods or works, which are covered by para (i)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract willbe awarded to L1.
2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L-1 price, the contract may be awarded to the L1 bidder.
4. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

iii) Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidder's subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20 (twenty) percent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I

Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20 (twenty) percent margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20 (twenty) percent margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

iv) **Exemption of small purchases**: Notwithstanding anything contained in paragraph (i), procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

v) **Minimum local content**: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50 (fifty) percent. For 'Class-II local supplier', the 'local content' requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

vi) **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

vii) **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

viii) **Verification of local content**:

a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e) Nodal Ministries and procuring entities may prescribe fees for such complaints.

f) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for

preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.

h) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

3. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

ix) **Specifications in Tenders and other procurement solicitations**:

a) Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b) Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c) Procuring entities shall review all existing eligibility norms and conditions with reference to sub-paragraphs (viii) (a) and (b) above.

d) Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have director indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

2. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

4. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

5. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

e) Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f) "All administrative Ministries/Departments whose procurement exceeds Rs. 1000.

Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

x) **Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions

against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

xi) **Assessment of supply base by Nodal Ministries**: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

xii) **Increase in minimum local content**: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

xiii) Manufacture under license/ technology collaboration agreements with phased indigenization

a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

xiv) **Powers to grant exemption and to reduce minimum local content**: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

1. reduce the minimum local content below the prescribed level; or
2. reduce the margin of purchase preference below 20 (twenty) percent; or
3. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

xv) **Directions to Government companies**: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

xvi) **Standing Committee.** A standing committee is hereby constituted with the following membership: Secretary, Department for Promotion of Industry and Internal Trade-Chairman Secretary, Commerce-MemberSecretary, Ministry of Electronics and Information Technology-Member Joint Secretary (Public Procurement),Department of Expenditure-Member Joint Secretary (DPIIT)-Member-Convenor The Secretary of theDepartment concerned with a particular item shall be a member in respect of issues relating to such item. TheChairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under itsconsideration.

xvii) **Removal of difficulties**: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising inthe implementation of the Order.

xviii) **Ministries having existing policies**: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of the

Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

xix) **Transitional provision**: The Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

(Rule 153 of GFR 2017)

(Note: [1]Latest revision to the Order notified vide OM No. P-45021/2/2017-PP (BE-II) issued by DPIIT, dated 16.09.2020)

[Buyer is advised to refer latest guidelines, if any, issued by the Ministry/ Corporate Office].

Annexure-XX

On expiry of the contract, following CERTIFICATES will be submitted by me on letter head along with final bill

It is certified that:

a) "I/We have made all payments towards wages as defined under the Payment of Wages Act, 1936 and the Contract Labour (Regulation & Abolition) Act, 1970 in respect of manpower engaged/employed for the execution of work awarded by RFCL Noida vide work order No._____dated _____

b) **"**I/We have deposited ESI and PF Contribution in respect of all the workers engaged by me/us and as mentioned / shown in the Attendance Register Sheets/wage Payment Register sheets for execution of the above work.

c) In case any dispute arises on account of the above referred work order, we undertake to discharge our statutory obligations under various Labour laws, if any and hereby indemnify M/s Ramagundam Fertilizers and Chemicals Limited, from any such responsibilities/payments"

Seal & Signature of the Contractor

Annexure "A"

Statement for Details of GST

Whether bidders are registered or unregistered.	REGISTERED / UNREGISTERED		
If registered, Please mention your GST Registration Number			
SAC Code (for erection, commissioning & O&M)			
Rate of GST applicable on the quoted rates(Strikeout whichever is not applicable)	IGST %	SGST %	CGST %
HSN Code (for Supply of Liquid CO2)			
Rate of GST applicable on the quoted rates(Strikeout whichever is not applicable)	IGST %	SGST %	CGST %

We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason whatsoever except for statutory variation against documentary evidence.

(SIGNATURE OF BIDDER)

Name _____

Date _____

Place _____

Tenderer's Sign & Stamp

Annexure XXI

Check List for submission of Tender

S.N	Document details	Uploaded on e-tender portal (Yes / No)
1.	Signed copy of NIT (Signed in all pages) / Digitally signed copy of NIT as a token of acceptance of all Terms & Conditions.	Response not to be filled here. To be filled in online portal.
2.	**Declaration & Performas**	
2.a	Declaration Form-I Duly Self-Certified as **per Annexure-II**	
2.b	Declaration Form-II Duly Self-Certified as **per Annexure-III**	
2.c	Declaration Form-III Duly Self-Certified as **per Annexure-IV**	
3	Self-attested copy of PAN Card	
4	Self-attested copy of GST Certificate (If applicable)	
5	Signed & Stamped Copy of Registration of GST Number as per **Annexure-V**	
6	Signed & Stamped Copy for Documentary proof for **PF Registration Number**	
7	Signed & Stamped Copy for Documentary proof for **ESI Registration**	
8	Notarized/ Certified copy Power of Attorney/ Authorization in name of person who has signed the tender documents/ bid.	
9	Affidavit in reference of Blacklisting/De-listing on Non-Judicial Stamp Paper of Rs.100 **as per Annexure-VI** **(Original Affidavit to be couriered)**	
10	Affidavit for proprietorship on Stamp Paper of Rs.100 **as per Annexure-XIII** **(Original Affidavit to be couriered, If applicable)**	
11	Undertaking on Letter Head **(Form-IV & Form-V) attached with annexure-XIV** (If applicable)	
12	**Statement for Details of GST as per Annexure-"A" at Page 67 of NIT**	
13	MSME/Startup Certificate/Class-I, Class-II Supplier etc. (If applicable)	
14	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 **i).** In case of sole proprietorship, the bidder shall submit affidavit on Non-Judicial stamp paper of Rs. 100 **in original**, duly attested by notary regarding status / style of the business entity as per **Annexure- XIII.** **ii).** Partnership firm shall submit a copy of Partnership Deed attested by notary. **iii).** Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association. **iv).** For Transport unions/Co-operative societies/Registered societies/Registered Companies, Limited or Pvt - Copy of Registration certificate /Copy of Resolution of member's.	

Tenderer's Sign & Stamp

	v). Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA.	
15.	The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of **Rs. 100 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 favor of a person who has signed the tender documents on behalf of tenderer / Firm / Company.	Response not to be filled here. To be filled in online portal.
16.	**Experience of Successfully completed similar works**	
16.a	***Work Order & Completion Certificate Copies to be uploaded (Refer Annexure-VII of NIT)**	
17.	The Average Annual Financial turnover of the bidder shall not be less than **₹ 4.70 Crs excluding GST** during **last three Financial years** i.e. (FY 2022-23,2023-24 **& 2024-25) or** during the last three calendar years (CY-2023,CY-2024,CY-2025) ***Copy of Audited Balance Sheet /Profit & Loss Account having UDIN for** FY 2022-23,2023-24 **& 2024-25) to be uploaded (Refer Annexure-VII of NIT for more details)**	
19.	Signed and stamped copy of Pre-Contract Integrity Pact as Per Annexure-XXIII.	
20	Civil Foundation Drawing for setting up of Liquid CO2 plant including equipments and piping support etc.	

Tenderer's Sign & Stamp

Annexure- XXII

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20__, between, on one hand, the Ramagundam Fertilizers and Chemicals Limited (RFCL) hereinafter referred to as "Buyer".

AND

_____ herein after referred to as "The Bidder/Contractor".

which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Tender ID: and Tender Description:) and the BIDDER/Seller is willing to offer/has offered the stores and / or to undertake the work as per the Tender.

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU or its subordinate offices/Organisations.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima-facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.4 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

2.5 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other

intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section – 6 of the Companies Act 2013.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

2.15 The Bidder signing this Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

2.16 The Integrity Pact document should be duly signed and uploaded by the Buyer (RFCL) as part of the Tender Documents. The Bidders shall download this IP document, sign it at the designated place and upload the same as part of their submission documents in bids.

In Works contracts, where contract agreement is signed on a non-judicial stamp paper, the IP shall form part of the contract agreement.

In Procurement of Goods and Services (Consultancy/Non-Consultancy), where signing of a contract agreement may not be a requirement, the IP may be obtained on a non-judicial stamp paper from the bidders after opening of the Technical Bids.

3. **Previous Transgression**

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Sanctions for Violations**

4.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR (London Interbank Offered Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Bhartiya Nyaya Sanhita 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed (details in clause 7.1) for the purposes of this Pact.

5. **Fall Clause**

5.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

6. **Independent External Monitors (IEMs)**

6.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission, Details of IEMs are as follows:

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

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

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM's, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

6.8 The IEM will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to

him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for purpose of such examination.

8. **Law & Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up-to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. This Integrity Pact is deemed as part of the Contract/Tender documents and all concerned bidders are bound by its provisions.

(For & on behalf of the Buyer)

(Office Seal)

Place: Noida, UP
Date: 06-11-2026

Witness 1 :----------
(Name & Address)

ARVIND PAL
MANAGER (CEP), RFCL, CO
NOIDA

Witness 2: _____
(Name & Address)

SANKALP SHARMA
DEPUTY MANAGER (C&P)
RFCL, CO - NOIDA

(For & on behalf of Bidder/Contractor)

(Office Seal)

Place:
Date:

Witness 1 : _____
(Name & Address)
_____
_____
_____

Witness 2 : _____
(Name & Address)
_____
_____
_____

ANNEXURE-B

PRICE BID (SCHEDULE OF QUANTITIES & RATES)

RFCL intends to procure Liquid CO2 Storage System for Rental/BOO Basis with Necessary Equipment's on Rental Basis and Supply of Liquid CO2 as per ISBT standards including transportation and all incidental cost.

The Complete scope divided in two Parts i.e Part-A and Part-B. The estimated quantities of the Material/Services given are tentative only and the actual quantity will be based on actual requirement. Henceforth, the actual execution value of the contract may vary, and RFCL will not give any guarantee for minimum billing or minimum quantity of services. The vendor shall not be entitled to claim any compensation for non-execution of any or multiple services either partially or fully.

Sl. No.	**PART**	**Item**	**Quantity**	**UOM**	**HSN/ SAC**	**Unit Rate (₹)** including P&F, Insurance & Frt up to RFCL, Ramagundam	**Amount (₹)** including P&F, Insurance & Frt up to RFCL, Ramagundam	**GST Rate (%)**	**GST Amount (₹)**	**Total Amount (₹)** All inclusive of GST, P&F, Insurance & Frt up to RFCL, Ramagundam
1	Part-A:	Rental of a CO2 injection skid system (capacity: 4 MT/hr) and accessories, including a 100 KL liquid CO2 storage tank and a refrigeration unit, inclusive of 24/7 operations, maintenance (O&M), and manpower, Licence compliance Fee on rental basis.	6	Month						
		Transportation Charges for Liquid Co2 Storage skid and complete system (To/Fro)	1	Lumpsum						
2	Part-B:	Supply of Liquid CO2 as per ISBT standards (96 MTPD) i.e. 2880 MTs per month (17280 MT for 06 months)	17280	MT						
Total										

Tenderer's Sign & Stamp

Digitally signed by ARVIND KUMAR PAL
Date: 2026.11.06 16:14:05 IST
Reason: PDF Authenticated