

**बिड दस्तावेज़ / Bid Document**
**बिड विवरण / Bid Details**

बिड बंद होने की तारीख/समय /Bid End Date/Time	14-03-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-03-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Chemicals And Fertilizers
विभाग का नाम/Department Name	Department Of Fertilizers
संगठन का नाम/Organisation Name	Ramagundam Fertilizers And Chemicals Ltd
कार्यालय का नाम/Office Name	New Delhi
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supe Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Secu
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	42 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requeste ATC),Additional Doc 1 (Requested in ATC),Additional Doc : (Requested in ATC),Additional Doc 3 (Requested in ATC),A Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience Turnover Criteria, the supporting documents to prove his for exemption must be uploaded for evaluation by the buy

**बिड विवरण/Bid Details**

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be shown to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	27736761
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	100000

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	27

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटे केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMC EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favor of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

Manager HR  
Fertilizers City, Ramagundam, Peddapalli Dist. Telangana-505210  
(Ramagundam Fertilizers And Chemicals Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Org or PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in the Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro and Small Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. Bidders are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile and approved by the Buyer after evaluation of submitted documents.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is no

be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid or  
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost  
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost  
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:**[1771673300.pdf](#)

**Scope Of Work For the Service:**[1771673350.pdf](#)

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor ( 3 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Security Supervisor
Category of Skills	Highly Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Graduate
Ex Servicemen	Optional
Age Limit	Up to 60 years
Years of Experience	10 - 15 years
Additional Requirements for the Security Personnel	0
Is Geographical presence of the Service Provider registered office is required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Title For Optional Allowances 1	Uniform Outfit Allowance and Allowance
Title For Optional Allowances 2	House Rent Allowance
Title For Optional Allowances 3	ESIC on HRA

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

No

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirements
1	Mayank Dhawan	505210,Ramagundam Fertilizers , RFCL Fertilizers City, RFCL Plant, Ramagundam, Peddapalli, Telangana	3	<ul style="list-style-type: none"><li>• Tenure/ Duration of Employment (in months) : 24</li><li>• Basic Pay (Monthly daily wage)</li><li>• Provident Fund (per day) : 12</li><li>• EDLI (INR per month) : 5.05</li><li>• ESI (INR per month) : 32.85</li><li>• EPF Administrative charges (per day) : 5.05</li><li>• Bonus (INR per month) : 84.20</li><li>• Optional Allowance (in Rupees) :</li><li>• Optional Allowance (in Rupees) :</li><li>• Optional Allowance (in Rupees) :</li><li>• Number of working days in a month</li></ul>

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 32 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Highly Skilled
Gender	Male
Duty Hours in a day	8

विवरण/ Specification	मूल्य/ Values
Qualification	Secondary School
Ex Servicemen	Optional
Age Limit	Up to 60 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	0
Is Geographical presence of the Service Provider registered office is required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable

**एडऑन /Addon(s)**

**अतिरिक्त विवरण /Additional Details**

Title For Optional Allowances 1	Uniform Outfit Allowance and Allowance
Title For Optional Allowances 2	House Rent Allowance
Title For Optional Allowances 3	ESIC on HRA

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirements

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /A Requirements
1	Mayank Dhawan	505210,Ramagundam Fertilizers , RFCL Fertilizers City, RFCL Plant, Ramagundam, Peddapalli, Telangana	32	<ul style="list-style-type: none"> <li>• Tenure/ Duration (Employment months) : 24</li> <li>• Basic Pay (Monthly daily wage)</li> <li>• Provident Fund (per day) : 91</li> <li>• EDLI (INR per month) : 3.8</li> <li>• ESI (INR per month) : 24.7</li> <li>• EPF Administrative charges (per day) : 3.</li> <li>• Bonus (INR per month) : 63.31</li> <li>• Optional Allowance (in Rupees) :</li> <li>• Optional Allowance (in Rupees) :</li> <li>• Optional Allowance (in Rupees) :</li> <li>• Number of working days in a month</li> </ul>

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent of issue of the contract. However, once the contract is issued, contract quantity or contract duration can be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **ELIGIBILITY CRITERIA**

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

### **Techno-Commercial Criteria**

Sr. No	Eligibility Criteria	Supporting Documents Required

1	<p>a) The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution as Sole Proprietorship Partnership Firm or Limited / Company, Year Private of Establishment and Place of Business, etc. and</p> <p>b) Affidavit as per <b>Annexure-VI</b> on Non-judicial paper in original and Power of Attorney / Authorization,</p>	<p>In case of sole proprietorship, the bidder shall submit affidavit on Non-Judicial stamp paper of appropriate value <b>original</b>, duly attested by notary indicating status / style of the business entity as per <b>Annexure-XI</b></p> <p>Partnership firm shall submit a copy of Partnership Deed attested by notary</p> <p>Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association</p> <ul style="list-style-type: none"> <li>· Registered Society &amp; Registered Trust shall submit certified copy of the Certificate of Registration Deed of Formation/MOA.</li> <li>· Affidavit in original</li> <li>· The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary / Member in case of Sole Proprietor / Partnership Firm or 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)</li> </ul>
2	<p>a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No.</p> <p>b) Declaration / Disclosure regarding any relation(s) with employees of RFCL, Downloading of tender forms from RFCL website etc.</p>	<p>The bidder shall submit Declaration Form III with self-attested copy of related documents wherever required like</p> <ul style="list-style-type: none"> <li>i) PAN Card.</li> <li>ii) GST registration certificate</li> <li>iii) P.F Registration No. issued by Authorities.</li> <li>iv) ESI Registration No. issued by SI Authorities, etc.</li> </ul>

3

The bidder should have successfully completed "Similar Works" with performance and completion certificate, during the last **seven** years ending last day of previous month in which NIT has been issued.

Definition of "**SIMILAR WORK**"

Similar work means providing Security Services in any Govt./PSU/MNC/Public Ltd.Company/ Pvt.Ltd.Company /Govt. recognised / Joint Ventures etc.,

Note: If the period of contract submitted by the bidder is more than 12 months, the same shall be interpolated to the scale of 12 months for evaluation purposes.

**Start Up**

As recognized by Department for Promotion of Industry and Internal Trade (DPIIT), For availing the relaxation, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.

The bidder shall submit a copy of Invoice/Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following

a) Three similar completed works costing not less than **Rs.55.47/- Lakhs** excluding GST ((With performance / completion certificate)

OR

b) Two similar completed works each costing not less than **Rs.69.34/-Lakhs** including GST (With performance / completion certificate)

OR

c) One similar completed work cost not less than **Rs.110.94/-Lakhs** excluding GST (With performance / completion certificate)

Copies of Work orders in support of above with full technical scope of work commercial details including work order value along with the completion certificate from the concern organization regarding the satisfactory performance indicator the contract period, executed value and date of completion.

For start-up's only -

One work not less than **Rs.90.14 Lakhs** Including GST Lakhs (excluding taxes)

Or

Two works of not less than **Rs.55.4 Lakhs** Including GST Lakhs each (excluding taxes).

Or

Three works of not less than **Rs.41 Lakhs** Including GST lakhs each (excluding taxes).

**Note:** Completed Similar works means award of WO and completion of same interpolated period.

4	<p>Average Annual financial turnover of the bidder during the last 3 years ending 31<sup>st</sup> March of the previous financial year should be at least <b>Rs.41.60/- Lakhs.</b> excluding GST</p> <p><u>For Start-Up's</u></p> <p>The Annual turnover of the bidder shall not be less than <b>Rs.34.67/-Lakhs.</b> excluding GST</p>	<p>Bidder shall submit self-attested copies of Audited Balance Sheet and Profit &amp; Loss A/c with UDIN of Chartered Accountant for the last three financial years ending 31<sup>st</sup> March of the previous financial year (i.e. Financial years 2024 &amp; 2025).</p> <p>In case the bidder do not fall under the ambit of mandatory audit and do not have audited annual financial statements/audited balance sheets and Profit &amp; Loss statements, shall submit a statement indicating year-wise turnover certified by Statutory Auditor/practising Chartered accountant with UDIN.</p>
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**NOTE:**

1. In case of newly formed partnership firm, the credentials of individual partners from proprietorship firm(s) or dissolved previous partnership firm(s) or split previous partnership firm shall be considered only to the extent of their share in previous entity on the date of dissolution and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3\*0.2\*value of the share of partner A in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.
2. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner shall take away his credentials to the extent of his share on the date of quitting the partnership firm. For example, in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and total credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs. 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
3. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s), on the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership, deeds, dissolution deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
4. Any partner in a partnership firm cannot use or claim his credentials in any other firm or proprietorship firm leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use or claim his credentials of partnership firm of A&B partners in any other partnership firm or proprietorship firm or partnership firm leaving partnership firm of A&B partners.
5. In case a partner in a partnership firm is replaced due to succession as per succession deed, the proportion of credentials of the previous partner will be passed on to the successor.
6. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner in a partnership firm retires without taking away any credentials from the firm, the credentials of the partnership firm shall remain the same as it is without any change in their value.

7. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added to partnership firm AB.
8. In case company A is merged with company B, then company B would get the credentials of company A also."

**Signature of the Tenderer /**

**Contractor with Seal**

### **SPECIAL TERMS AND CONDITIONS OF CONTRACT**

1. The Manpower deployed under this contract should not be under influence of liquor or any intoxicant while on duty.
2. The contractor has to deploy the manpower with no criminal records. The contractor has to submit the police verification report of all the manpower deployed under the contract.
3. The Contractor shall have to ensure the safety and proper working condition of its work force to ensure smooth operation of the Contract by providing uniform, Dust Mask, Gum-boot (if needed), Hand Gloves, Safety shoes etc. to their staff without any extra cost to RFCL.
4. The Manpower deployed preferably be able to converse in Hindi or English or Telugu.
5. Deputed workers shall be polite, courteous, well behaved and honest.
6. Contractor shall be completely responsible for any theft, burglary, fire or any other misdeeds committed by workers.
7. Workers shall not disturb the employees or make any kind of noise/ disturbance in plant / premises.
8. In case of any accident involving Contractor or his workman and departmental enquiry regarding that accident has taken place due to violation of any safety norms by you or your staff or any unsafe act performed by your staff during execution of the job, RFCL reserves the right to impose appropriate penalty depending on the nature of the accident.
9. In case violation of safety or gross negligence on part of your staff is observed which may have caused the accident, RFCL reserves the right to terminate the contract and get the job executed through another contractor at your risk and cost.
10. Splitting of Contract is not applicable for this tender.
11. % Service charges / Profit margin quoted by bidder will remain same throughout the contract period and will not be applicable on escalation / de-escalation.
12. The number of manpower is approx. and this may increase or decrease even during contract period also without any change in unit price (or) other terms and conditions.
13. The escalation/ de-escalation in wages will be paid as per the revised DGR Rates from the date of commencement during the tenure of the contract.

14. The manpower deployed should not be a resident within a radius of 30 Km's from the RI
15. RFCL has a right to short close the contract with or without assigning any reason servir notice for 30 days in writing to the Contractor.
16. **Security Deposit:** Security Deposit shall be **05%** of the contract value. Successful bidrnish performance bank guarantee (PBG) in lieu of SD from a nationalized, schedule bar rural and co-operative bank equivalent to 5% of contract value valid up to expired of de ty period plus 3 months claim period within 10 days of award of contract alternately EM will be adjusted against SD and balance if any will have adjusted in final bill.
17. Clauses mentioned in the STCC will supersede clause of GTCC if any.

## II. TIME SCHEDULE

The Contractor shall have to mobilize the manpower within 07 days from the date of iss er of acceptance/Work Order, whichever is earlier.

### **GENERAL TERMS & CONDITIONS (GTC/GTCC)**

- 1.0 The execution of the work may entail working in all the site and weather condition and a rate will be considered on this account. The contractor may have to carry out the jobs round the clock as per our requirement to be decided by Engineer in- charge Contractor should take this aspect into consideration for formulating his rates and quote extra claim/overtime will be paid on this account.
- 2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requ of the job. All lifting tools & tackles are to be got tested under the Competent Person en y State Government from time to time and the certificates duly verified by Competent / are to be submitted to the Department before taking up the job.
- 3.0 Suitable accommodation will be provided for the contractor or his authorized represe n chargeable basis, if available, RFCL may allot land for putting temporary Go down/ wc or making storage, work site by the contractor, free of cost.
- 4.0 The contractor shall have to make his own arrangements for all Tools & Tackles, Skille nskilled labours etc. required for the job. The work is subject to inspection at all time by neers-in-charge and the Contractor shall have to carry out the work to the entire satisfi the Engineer-in- charge.
- 5.0 Sub-Contracting of the job will not be allowed without prior written permission of the ( FCL). If sub-contracting is allowed by Owner in full or part, the contractor shall be solely ible for paying each Sub-Contractor and any other person to whom any amount is due f tractor for services, materials or supplies otherwise related to the Work. Contractor shal reasonable steps and actions to ensure that such services have been or will be proper med.  
  
Owner shall not be deemed by virtue of the Contract to have any contractual obligation ationship with any Sub Contractor. The responsibility of successful completion of work b ontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor l te the work as per terms of the Contract.
- 6.0 PAYMENT OF TAXES AND DUTIES
- 6.1 The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duti s etc. but excluding GST. Statutory deductions on account of Income Tax at source, at t cable rates of the Gross Value of the Bill shall be made from the Contractor's monthly b

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.

- 6.2 The rates quoted for materials should be on F.O.R. basis and are inclusive of all taxes. GST will be paid as extra.
- 6.3 Addition / deletion of taxes imposed by the State Governments / Central Government / Union Territory Government at the time of 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.
- 6.4. The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. except GST.
- a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST / UTGST 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 authorities.
  - b) 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 during the execution of contract as the same shall be set off in the form of input tax credit against GST.
  - c) Party shall issue the taxable invoice in the manner prescribed under the GST Act within 15 days from the date of successful completion of job/contract in case of full & final payment agreement and within 30 days of billing period in case of annual rate contracts having periodic or monthly R/A bills. In case of any difference between the taxable/assessable value / amount shown 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 resolution 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.
  - d) 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 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.
- 6.5 Liability of RFCL shall be restricted to the amount of GST only, and any interest/ penalty shall be to the contractor's account.
- 6.6 Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.
- 6.7 As per GST, the liability towards payment of GST lies with the service provider, so RFCL is responsible for any non-compliance of the GST Law by the tenderer. However, in case of any demand notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of the service receiver, the Company (RFCL) shall comply with the same as the service receiver.
- 7.0 The rates quoted by the tenderer will be firm for the currency of the contract period or its extension if any and will not be subjected to escalation irrespective of any increase wherever, except where escalation clause is specifically mentioned in the tender document.
- 8.0 All Statutory Provision shall be followed and applicable even if occurred after placement of bid. However additional statutory implication levied by State / Central Govt after last date of submission bid shall be to RFCL account and shall be borne by the Contractor on submission of proof of payment by the Contractor.
- 9.0 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.

ve Bank in favour of "Ramagundam Fertilizers and Chemical Limited, Ramagundam" payment link provided on our website (www.rfcl.co.in) and details indicated in Tender document which is to be submitted in Envelope-I. The Earnest Money and Fees shall not be accepted in any other form except as specified. Earnest Money and Fees should accompany the Tender in separate Envelope without which tender will not be considered and it will be considered as rejected. The EMD may be forfeited and appropriated without prejudice to any other right or remedy to RFCL under the following conditions:

- a) If a Bidder withdraws his Bid during the validity or agreed extension of validity period agreed by the bidder.
- b) 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.
- c) In the case of a successful Bidder, if the bidder fails to commence the work awarded and sign the Contract agreement.
- d) In the case of a successful Bidder fails to furnish Security Deposit /Performance Guarantee.
- e) 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.

#### 9.1 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 Bidder may request the Bidder for a specified extension in the period of validity. The request and 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 the Bids may 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.

#### 10.0 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 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 of order and rejected.

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

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

#### 12.0 The contractor may employ such employees/ labours as he may think fit and the employer shall be responsible for their welfare.

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 payment 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 demand or act on the part of the employees of the contractor, RFCL shall be entitled to 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.

- 13.0 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 shall be entertained. No claim for extra charge consequent on any misunderstanding or omission will be allowed.
- 14.0 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.
- 15.0 The Contractor shall make his own arrangement for removal of old as well as unused material including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
- 16.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and to determine the category of work with reference to material of an item not mentioned in scope shall be final.
- 17.0 QUANTUM OF JOB: Estimated value of work has been worked out on technical assessment on the basis of job executed in past. RFCL will not give any guarantee for minimum billing, minimum quantum of work during the period / currency of the contract.
- 18.0 RISK AND COST: If the Contractor is unable to execute the work any loss incurred by the Contractor in this respect, 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 total cost of the Contractor till the expiry of the period of the contract and debit the cost plus applicable GST to the Contractor.
- 19.0 VALIDITY OF THE CONTRACT: - The Contract shall remain valid for a period as specified in the NIT reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice to 7 days be given for starting the job. The Contractor should be able to mobilize within 24 hours, if the necessity so arises.
- 20.0 FORCE MAJEURE: - The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or hindered or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, 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 either similar or dissimilar to those enumerated beyond the reasonable control of the party or because of any act of GOD. The party so affected, upon giving prompt notice to the company 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

s to avoid or remove such causes of non-performance if possible and shall continue per 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 by reason of any such event for a period exceeding 90 (Ninety) days, either party may 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 tra costs or to make good any losses incurred consequent to the happening of any of th provided it is mutually established that Force Majeure condition did actually exist.

21.0 LOSS TO PLANT DURING EXECUTION: Any damage or loss caused to plant Equipment ng execution of this contract will be made good by the contractor at his own cost and ris

22.0 RFCL shall have power to make any alteration in, omission from, addition to, or substit r original Specifications and instructions which may be considered necessary, during th ss of work and Contractor shall have to carry out the work in accordance with any instr hich may be given to him in writing duly signed by Engineer-in-charge. Such alteration, n, additions, substitutions, shall not invalidate the contract and any altered, additional c uted work which the Contractor may be directed to do in the manner above specified a of the work, shall be carried out by the Contractor on the same condition in all respects h he has agreed to do the main work.

23. If the rate for the additional altered or substituted work are specified in the contract fo k. The Contractor is bound to carry out the additional, altered or substituted work at th ate 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 abo ost will be calculated on the basis of actual labour and consumable materials utilized for The quoted rates will be inclusive of overhead and profit. The quantum of labour and co e material used will be assessed by the Engineer-in-charge, whose decision in this respe e final and binding upon the Contractor. The contractor will be required to obtain prior a 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 o get the work done through another agency at the Contractors' risk and cost.

24. SECURITY: The contractor shall deposit SD towards faithful performance of the contrac ecurity Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / rder value excluding taxes. Initial Security Deposit (ISD) shall be 2.5% of the Contract V er Value excluding taxes which is required to be deposited within 15 days of the issue o ter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted a D. The balance security deposit amount shall be recovered @ 7.5% from each running l he final bill so as to make the total security deposit at 10% of the Contract / Work Order xcluding taxes. In case work is split between two or more parties, SD shall be submitte on the value of split order.

No interest shall be paid on security deposit. Any amount recoverable from the contrac be deducted from RA bill/security deposit. Security deposit shall be returned to contract successful completion of the contract and obtaining "No objection certification" from ex department after expiry of Defect Liability Period.

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank g Garmin / Co-operative Bank in the form specified by RFCL against Security Deposit / f nce Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The arantee should be valid for **Contract period plus defect liability period plus 3 mo aims period**. The Bank guarantee should be submitted by Bankers directly to RFCL in a cover and not through contractor.

The Contractor shall also arrange a copy of swift message, for confirmation of BG (incl

amendments) through SFMS mode, from the BG issuing bank generated on communication issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, No. 01301, IFSC Code ICIC0000031, as per following details: -

- I. IFN 76 COV for issuance of bank guarantee
  - (i) IFN 767 COV for amendment of bank guarantee
  - (ii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV.
  - (iii) Issuing bank shall mention RFCL beneficiary code as RFCLNATIONAL04022015 in field 7037 of IFN76COV/IFN767COV.

25.0 PERIOD OF LIABILITY: Defect liability period of works shall be 12 months from the date of completion of work. The contractor shall at his own cost and initiative, correct, repair 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 formed and/or materials, components or other items incorporated therein as shall be demanded 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% Administrative 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.

26.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a) Measurement and Billing:

All Measurement shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the Contractor's authorized agent. Measurement will be got recorded in measurement book/sheet by the Engineer-in-charge or his authorized representative and signed in token of acceptance by the Contractor or his authorized representative. The Contractor will submit a bill in approved Performa in Triplicate to the Engineer-in-charge of the work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1<sup>st</sup> week of the succeeding month.

b) Running Account Payment:

All running account payments shall be regarded as payments by way of advance against final payment only and not as payments for work actually done.

c) Completion Certificate/Final Bill:

The Engineer-in-charge shall normally issue to the contractor the completion certificate one month after receiving an application thereof from the contractor after verifying the completion documents and satisfying himself that the work has been completed in all respects in accordance with the instructions, specifications of contract documents. The contractor submitting the completion certificate is eligible to present the final bill for the work executed. The final bill shall be prepared on the basis of the final measurements entered in the measurement books/sheets. The final bill shall be prepared in the prescribed Performa with reference to the total work covered by the contract such bill to be drawn up after applying the applicable rates specified in the schedule of rates to the relative measured quantities. The final bill shall include all additional claims of the contractor and considered conclusive. The final bill, in all respects, shall be submitted by the Contractor within one month of the completion of work. No further claims shall be allowed by RFCL after Final bill. Contractor shall also submit "NO CLAIM CERTIFICATE" in the prescribed Performa along with Final Bill.

d) Final Certificate:

Within fifteen days of the contractor's application made after the expiry of the period of defect liability provided for in clause 24.0 here of and satisfaction of all liabilities of the contractor in respect thereof by the Engineer-in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities notwithstanding issue of the final certificate or payment of the final bill by RFCL.

#### 27.0 TERMS OF PAYMENT:

- a) Payment of monthly running account bill complete in all respect shall be made after necessary recoveries as per contract within 30 days of receipt of bill by RFCL, complete in all respects.

Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT, after receipt of bill completed in all respect. Payment of Security deposit deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSMEs shall be made within a period applicable as per MSMED Act or payment terms as per contract, whichever is earlier.

- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT) or NEFT/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name of the Bank, Bank Account No. (All digits in case of CBS branches), Place of branch, Branch Code (IFSC CODE-II digits) to enable RFCL to release payment accordingly. All bank charges shall be borne by the contractor to their account.
- c) Contractor shall submit bill in triplicate to the Department along with measurement sheet verified by area in-charge. The area in-charge will forward the bill after verification to the Department for payment through HOD.
- d) RFCL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments made to the Contractor under this contract in accordance with provisions of Income Tax Act and Rules framed there under including any amendment and modifications thereon applicable from time to time.
- (e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan (along with ECR/ESI payment confirmation receipt).
- (f) Bill should be signed by a person holding power of attorney or authorized representative of the contractor.
- (g) In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:
1. Payment of final bill will be made to the contractor after submission of certificate from the contractor that all the gate passes issued to the labour of the contractor have been returned and if necessary no objection certificate may be provided from Security.
  2. The Payment of final bill will not be made until the contractor has handed over the peaceful possession of land, if any, handed over to him free from all encumbrances including encroachments, stores, workshop, temporary structure, lighting, fixture poles etc.
  3. Return of empty packing material, scrap and unconsumed material issued by RFCL.
  4. The contractor shall be required to give a certificate along with final bill that he has made payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.

5. The contractor is further required to give an undertaking stating that in case any dispute on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and RFCL will stand indemnified against any such claims and made in future.
6. Following documents (as applicable) and documents to comply with statutory requirements shall be submitted along with the final bill after the successful execution of the job:
  - a. Undertaking for compliance of the labour laws in the prescribed format
  - b. No claim certificate in the format approved by RFCL
  - c. No dues certificate from respective sections.
  - d. Self-attested copy of the ESI challan along with contribution history, separately for this contract.
  - e. Self-attested copy of the PF challan, Payment confirmation receipt, ECR with respect to this contract, separately for this contract.
  - f. Indemnity letter regarding statutory dues (PF, ESI, Minimum Wages, Labour Welfare Fund etc.) in the prescribed format
  - g. Self-attested copy of the wage sheet, attendance record, employee register and Loan register in revised format of A, B, C & D.
  - h. Return of Gate passes issued by RFCL.

28.0 **PRESERVATION OF FREE ISSUE MATERIAL:** All materials issued to the contractor by the RFCL shall be preserved against deterioration and storage while under contractor's custody, Any damage/losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the contractor and contractor 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.

29.0 **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.

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

30.0 **ISSUE OF MATERIAL FROM RFCL:** Any issue of materials from RFCL stores not covered by the contract shall be issued and charged on RFCL issue rate +25% + All Taxes will be charged extra.  
a. The issue of such material will be at sole discretion of RFCL.

31.0 **ISSUE OF GAS CYLINDER:**

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

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

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

33.0 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 rate 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 thereon. These Liquidated Damages shall be recovered from the RA/Final Bill of the contract for this work, or from any other dues of the contractor against any other contract, or from other dues of contractor owing with RFCL.

34.0 ENGINEER-IN-CHARGE: The Engineer-in-charge shall have general supervision and direct 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 does not conform to the application of forces to any portion of the work as in his judgment is required or 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.

35.0 JURISDICTION:

**1. (for Ramagundam unit)**

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

**2. (for Delhi/Corporate Office Noida)**

Subject to the arbitration Clause contained herein, the parties agree that the Courts of India 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, for 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.

36.00 CONCILIATION & ARBITRATION:

**1. DISPUTE RESOLUTION**

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**(i) Amicable Resolution**

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

ther party.

- b) The parties shall nominate one (01) representative/committee for negotiation for amicable resolution within fifteen (15) days of receipt of notice of dispute. Upon such reference, such representatives shall meet (in-person or by video conferencing) at the earliest mutual convenience on any day or night 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 authorized 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 application and proceedings arising out of or in connection with the arbitration, including applications under Sections 9, 11 and 37 of the Arbitration & Conciliation Act, 1996 (or its pari-materia in any amendment or 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 crore, the reference shall be made to an 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 select the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or fails to nominate an arbitrator on its behalf within the period specified, or the two arbitrators do not 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 Arbitral Tribunal for the purpose of resolving the disputes/difference arising out of the contract by and between the parties as hereto, the Arbitrator shall not award interest on the awarded amount more than the prevailing 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.

**37.0 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:**

The contractor shall on instruction of the Engineer-in-charge immediately remove from the work any person employed thereon who 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

shall not be again employed or allowed on the works without the prior written permission of the Engineer-in-charge.

#### 38.0 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 of which will be furnished to him by RFCL, when requested. He shall be responsible must make good to the satisfaction of the RFCL any loss or damage due to fire to any part of the work to be done under this agreement or to any of the RFCL's existing property. All 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 undertake any hot job without safety work permit. He has to maintain First Aid Box in his site. Also, necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc. shall be provided to his workmen by the contractor. However special Safety equipment required for 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".

#### 39.0 CONTRACTOR TO EXECUTE AGREEMENT:

The contractor's responsibility under this contract will commence from date of issue of 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 value 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 Paper shall be borne by the contractor. Until a formal agreement is prepared and executed, acceptance of his tender shall constitute a binding contract between the parties.

#### 40.0 BIDDER TO ACQUAINT HIMSELF FULLY

The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope, requirements and official/statutory regulations, under which and 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 made 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.

#### 41.0 PAYMENT FOR PREPARATION OF BID DOCUMENT:

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

#### 41.1 TERMINATION OF CONTRACT

Notwithstanding anything elsewhere herein provided and in addition to any other rights reserved by RFCL under the Contract or otherwise including right of RFCL for compensation for 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

provisions of this Contract or otherwise and whether the date for completion has or has not been determined 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 after written notice if the Contractor:

- i. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.
- ii. Abandons the work
- iii. Persistently disregards the instructions of the Company in contravention of any provision of the CONTRACT.
- iv. Persistently fails to adhere to the agreed program of work.
- v. Sublets the work in whole or in part thereof without Company's consent in writing.
- vi. Performance is not satisfactory or work is abnormally delayed.
- vii. Defaults in the performance of any material undertaking under this CONTRACT and does not correct such default to the reasonable satisfaction of the Company within fifteen days after written notice of such default is provided to the Contractor.
- viii. 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. and false

#### 41.2 CONSEQUENCES OF TERMINATION

If the contract is terminated by RFCL for the reasons detailed under clause no, 41.1 of Terms and Conditions due to default of the contractor:

1. 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 charges without prejudice to any other remedies/rights/claims etc. that may be available with the Contractor.
  - i) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall be forfeited.
  - ii) The Contractor shall have no right to claim any compensation for any loss sustained 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.
  - iii) All the dues payable to the Contractor for the work executed by him before and after termination shall only be released after making adjustments for the expenses, charges and expected losses etc., incurred by RFCL as a consequence of the termination of the contract.
  - iv) 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 all units / offices as per RFCL's rules & regulations.

#### 41.3 FORECLOSURE:

If at any point of time, after the acceptance of the tender, the Company decides to reduce the scope of the contract work or to terminate the contract due to any reason of 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 or loss, 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 will be payable by the OWNER as a result of such termination, excepting the fees and cost:

meaningful services rendered by the CONTRACTOR and acceptable to OWNER up to the termination.

#### 42.0 RIGHTS OF OWNER

A unilateral stoppage of work by the Contractor shall be considered a breach of the CO and the OWNER reserves its right to take necessary and suitable action as it may deem adequately protect his/its interest; at the risk and cost of the contractor. Any aforesaid 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 have the right to get the work done by any other agency/own resources at the risk and cost of the Contractor.

#### 43.0 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 extension 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 date on account of increase in statutory duties/taxes etc., admissible under this work order shall not 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 other reason whatsoever on account of the extension of time allowed.

Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause (1) (Bank 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 the Work contemplated under this clause. In addition, the contractor shall ensure that the Labour license and other policies are renewed from time to time at his cost during the extended period of contract till the completion of the project.

#### 44.0 CONTINUED PERFORMANCE:

The Contractor shall not stop work in case of any dispute pending before arbitrator/court in relation to the contract or otherwise unless further progress of works has been rendered possible 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 right to take suitable and necessary action as it may deem fit to adequately protect its own interest.

45.0 Intellectual Property Right: The Contractor shall fully indemnify RFCL and all agents, sub-contractors 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 in connection with the Contract. In the event of any claims being made or action being brought against the Contractor or any agent, or servant, or employee of the Company in respect of any of the matters mentioned above, the Contractor shall be notified thereof for taking necessary action at his cost.

#### 46.0 Contractor's Obligations w.r.t. personnel deployed and labour 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 1947, 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, etc.

Employees' Compensation Act 1923 (in the absence of coverage of employees under Employers' Compensation 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 and other law/ Code (s) relating thereto and rules made thereunder from time to time. (THE ACTS ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE.)

- b) The contractor shall comply with all applicable Central, State statutes/ labour laws/codes 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/ notice as 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 incurred by RFCL of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any 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 consequences, if any, including the cost thereto shall be exclusively borne by the CONTRACTOR. The CONTRACTOR 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 also apply and obtain requisite labour licenses & other requisite registrations/ licenses/ clearances from the concerned Authorities and submit a certified stamped copy of the same. The 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 the contract. 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 7<sup>th</sup> of the following month, by direct credit in his 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 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 contribution of employee's as well as employer's for the same with the concerned Authorities/ departments in the due date (i.e. 15<sup>th</sup> of the following month in case of deduction under EPF & Misc. Provisions Act and by 15<sup>th</sup> 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 Codes 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 to fulfill his 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

tenance and production of the same as when requisitioned by Authorities/ RFCL has to be provided for smooth clearance/ settlement of bills/payments.

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

#### 47.0 Specifications and Drawings:

- (1) 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 work 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.
- (2) 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 shall be available to the Engineer or the Engineer's Representative.
- (3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies 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 to the Contractor to the RFCL on completion of the work or termination of the Contract.

#### 48.0 Signing of "No Claim" Certificate:

The Contractor shall not be entitled to make any claim whatsoever against RFCL under the terms of or arising out of this contract, nor shall RFCL entertain or consider any such claim 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 Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate and shall be deemed to be demanding a clearance to arbitration in respect thereof.

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

50.0 INDEMNIFICATION: The contractor shall have to furnish Indemnity Bond for value specified in Special Terms and Conditions towards the material being sent for repair (This Clause shall be applicable for repair of materials).

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

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

53. 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)

### **CONTRACT AGREEMENT**

THIS CONTRACT made -----on this----- day of-----2024 at----- (Place) BETWEEN

DAM FERTILIZERS AND LIMITED (RFCL), a Public Sector Undertaking (PSU) under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Office at 4<sup>th</sup> Floor, Wing -A , Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh ; Pin Code-201 301. Its Unit/ Office at (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/ co-operative society) having its office/ registered office at (hereinafter referred to as "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 as mentioned and described in Work Order/ Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ for total Contract value of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Only) and whereas the Contractor has agreed to execute the works specified in the Tender Documents and Work Order/ Letter of Intent referred to above and 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) Tender Document/NIT
- c) Work Order No. \_\_\_\_\_ dated \_\_\_\_\_
- d) Letter of Intent / Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_
- e) Contractor Quotation/bid dated \_\_\_\_\_
- f) Owner's Tender Document/ NIT No. \_\_\_\_\_ dated \_\_\_\_\_
- g) Amendment/ Addendum/ Corrigendum dated \_\_\_\_\_ (If any) to Tender Documents.
- 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 payment to be made to the Contractor as hereinafter provided, the Contractor shall with due care, promptness, accuracy and workmanship execute the work in accordance with approved plans, Notice Inviting Tender (NIT), Special Conditions of the Contract, General Terms & Conditions of the Contract, Technical Specifications and the Work Order/ Letter of Intent.

#### ARTICLE-3

##### 3.0 TERM

3.1 The Contract work shall be duly executed and completed in all aspects and handed over to Magadam Fertilizers and Chemical Ltd. within a period of \_\_\_\_\_ months/year w.e.f. \_\_\_\_\_. The time mentioned herein shall be essence of the contract.

#### ARTICLE-4

##### 4.0 TERMINATION OF CONTRACT

4.1 Notwithstanding anything elsewhere herein provided and in addition to any other remedy of RFCL under the Contract or otherwise including right of RFCL for compensation the Engineer-in-charge/officer-in-charge may, without prejudice to his right against the Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damages 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 of the work 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 becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.

-Abandons the work

Or

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

Or

-Persistently fails to adhere to the agreed program of work

Or

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

Or

-Performance is not satisfactory or work is abnormally delayed

Or

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

Or

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

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

Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and 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 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 suffered by him by reason of his having entered into any commitment or made any arrangement in connection with the execution of the works, or on account of expenses incurred.
- iv) All the dues payable to the Contractor for the work executed by him before termination shall be payable to the Contractor.

to termination shall only be released after making adjustments for the expenses, damages and expected losses etc. incurred by RFCL as a consequence of termination of the contract.

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

## ARTICLE-5

### 5.1 FORCE MAJEURE CLAUSE (FMC)

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor RFCL shall be considered in default in the performance of the obligations contained therein, if such performance is prevented or delayed or restricted or interrupted by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or order 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 similar or dissimilar to those enumerated beyond the reasonable control of the party hereto or because of any act of GOD. The party so affected, upon giving prompt notice in writing to the 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 or interruption 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 resume 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 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 for extra costs or to make good any losses incurred consequent to the happening of an 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, claims, proceedings, losses, costs, damages, charges, claims and demands of every nature and kind which may be 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 works. The 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 on any previous representation whether express or implied and whether written or oral or any understanding, agreement or agreement of any kind not included within the contract documents and all prior negotiations, representations contract and/or agreements and understandings are hereby cancelled.

## ARTICLE-8

### 8.0 NOTICE

8.1 Subject to any provisions in the contract documents to the contrary, any notice, 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 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 and Conditions of the contract.

8.2 Without prejudice to another mode of service provided for in the contract documents 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 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 the 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. Notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce its 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, without written prior permission of Owner.

## ARTICLE-11

### 11.1 DISPUTE RESOLUTION

#### **(i) Amicable Resolution**

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- a. Any dispute, controversy, difference or claim whatsoever arising between the parties 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 before or after termination shall at first instance be attempted to be resolved 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 negotiation for the resolution within fifteen (15) days of receipt of notice of dispute. Upon such resolution such nominees shall meet (in-person or by video conferencing) at the earliest mutually convenient time 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**

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- a. A written notice shall be given by the party invoking arbitration to the authorize ntative/designated authority of the other party(s)
- b. The seat and venue of the Arbitration shall be New Delhi, India and shall be gov the laws of India and adjudicated as per Indian laws.
- c. The Arbitration proceedings shall be governed by the Arbitration & Conciliation / and any further statutory modification or re-enactment thereof and the rules ma nder. The Courts at New Delhi shall have exclusive jurisdiction over all applicati oceedings arising out of or in connection with the arbitration, including applicati Sections 9, 11, 34, and 37 of the Arbitration & Conciliation Act, 1996 (or its pari- 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 of commencement of arbitration does not exceed Rs. Five crore, the reference s ade to a sole arbitrator. The parties shall mutually agree on the name of sole ar n case of disagreement upon the name of the sole arbitrator, the appointment o rator shall be done in accordance with the provisions of Arbitration & Conciliati 96.
- e. Where the claim including determination of interest, if any, being claimed up to of commencement of arbitration exceed Rs. Five crore, the reference shall be r bitral tribunal consisting of three arbitrators. Each party shall nominate one arbi h within 30 days from date of receipt of notice of invocation of arbitration and t ated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. to the dispute refuses or neglects to nominate an arbitrator on its behalf within t specified, or the two arbitrators fails to nominate presiding arbitrator, appointme rator(s) shall be done in accordance with the provisions of Arbitration & Concili 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 for the purpose of resolving the disputes/difference arising out of the contract k ween the parties hereto, the Arbitrator shall not award interest on the awarded more than the rate of SBI PLR/ Base Rate applicable to RFCL n date of award of c
- h. The cost of the proceedings shall be equally borne by the parties, unless otherv ed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and n all parties.

## ARTICLE-12

### 12.0 JURISDICTION

#### 1. (for Ramagundam unit)

-

Subject to the Arbitration Clause contained herein, the Courts of Telangana sl exclusive jurisdiction over all disputes, claims, or causes of action arising out g to this contract, including any matters connected with its execution, perform erpretation, or termination, which are not required to be resolved through ark nder this contract.

#### 2. (for Delhi/Corporate Office Noida)

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

**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, one copy each, of which one copy is retained by the Buyer and the other copy is retained by the Seller, the day and year first above written.

SIGNED & DELIVERED

SIGNED & DELIVERED

For and on behalf of

For and on behalf of C

Ramagundam Fertilizers & Chemicals Ltd

(With Rubber Stamp)

(With Rubber Stamp)

Date:

Place:

In the Presence of:

In the Presence of:

Witness

Witness

1

1.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

2.

2

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**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 & Chemicals Limited (RFCL) hereinafter referred to as "Buyer".



- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices and illegal activities during any stage of its bid or during any pre-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, fee, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization 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 of any person procuring the Contract or forbearing to do or having done any act in relation to the bidding or execution of the contract to 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 to be by them to agents/brokers or an 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/authorized government sponsored export entity of the defence store and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially, the award of the contract to the BIDDER, nor has any person or company in respect of any such individual or firm, facilitation or recommendation.
  - 2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before the award of the contract, shall disclose any payments he has made, is committed to or intends to make to any 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 integrity, 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 trade practice and illegal activities.
  - 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or otherwise, any information provided by the BUYER as part of the business relationship, regardless of whether such information is in the form of oral or written communications, technical proposals and business details including information contained in any electronic or physical 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 complaints directly or through any other person 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 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 bid shall be rejected by the BUYER at the time of opening of tender.

The term 'relative' for his 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 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 others to IMEs 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) under Documents. The Bidders shall download this IP document, sign it at the designated location 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 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 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 excluded from the tender process or the contract, if already awarded, can be terminated for suspension.

### **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 any one of the following actions, wherever required :-

- I. To immediately call off the pre contract negotiations without assigning any reason or any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) will 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 London Interbank Offered Rate). If any outstanding payment is due to the BIDDER from the connection with any other contract for any other stores, such outstanding payment could be utilized 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. 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 or a minimum period of five years. Which may be further extended at the discretion of the
- 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 awarded 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 for any reason shall not be opened.

4.2 The BUYER will be entitled to take all of the actions mentioned at para 5.1(i) to (j) of this Pact also on the Commission by the BIDDER or any one employed by it or acting as an agent (whether with or without the knowledge of the BIDDER), of an offence as defined in Section 13 of the 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 6) for the purpose of this Pact.

## **5. Fall Clause**

5.1 The BIDDER undertakes that it has not supplied /is not supplying similar products or subsystems at a price lower than that offered in the present bid in respect of any Ministry /Department of the Government of India or PSU and if it is found at any time that a 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 difference 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. Vishwanth Giriraj, IAS(Rtd)

A Wing, flat 1001, Landmark Towers, GD Ambedkar marg, Opp Wadala Telephone Exchange, Naigaon Dadar East, Mumbai-400014; Email: [vgiriraj@rediffmail.com](mailto:vgiriraj@rediffmail.com)

b) Sh. Ranvir Singh, IFS(Rtd)

Email: [iem1@rfcl.co.in](mailto:iem1@rfcl.co.in)

6.2 The task of the IEMs shall be to review independently and objectively, whether or not 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 shall perform their functions neutrally and independently.

- 6.4 Both the parties accept that the IEMs have the right to access all the documents of the project/procurement, including minutes of meeting.
- 6.5 As soon as the IEMs notices, or has reasons to believe, a violation of this Pact, he shall inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction the project documentation of the BUYER including that provided by the BIDDER. The BIDDER shall not 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 BIDDERS/Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings and activities related to the Project provided such meetings could have an impact on the commercial 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 Department /within 8 to 10 weeks from the date of reference or intimation to him by BUYER /BIDDER and, should the occasion arise, submit proposal for correcting procurement situations.

**7. Facilitation of Investigation**

In case of any allegation of any violation of any provisions of this Pact or payment default, 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 investigation.

**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 actions that may follow in accordance with the provisions of the extant law in force relating to civil or criminal proceedings.

**10. Validity**

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both BUYER and BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful the Integrity Pact shall expire after six months from the date of the signing of the contract.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of the contract shall remain valid. In this case, the parties will strive to come to an agreement in accordance with their original intentions.

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

(For & on behalf of the Buyer)

(For & on behalf of the Buyer)

(Official Seal)

(Official Seal)

Place : New Delhi

Date: \_\_\_\_\_

Witness1:.....

(Name & Address)

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.....

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Witness1:.....

(Name & Address)

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Witness 2:.....

(Name & Address)

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Witness 2:.....

(Name & Address)

.....

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.....

3. **Buyer Added Bid Specific SLA**

Text Clause(s)

**SLA**

1. While generating invoice in GeM portal, the seller must upload copy of GST invoice and the screenshot of confirming payment of GST.
2. Without prejudice to Buyer's right to place adjustment by way of discount or any other right or remedy available, Buyer may terminate the contract of any part thereof by a written notice to the seller, if
  - a. The seller fails to comply with any material term of the contract.
  - b. The Seller becomes bankrupt or goes into liquidation.
  - c. The seller makes a general assignment for the benefit of creditors.
  - d. A receiver is appointed for any substantial property owned by the seller.
  - e. The seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase order with the seller.
3. The Service Provider make insure that working days of a deployed Manpower has been 26 days in a month. National holiday will be admissible for engaged manpower's, No other leave/ holiday would be admissible.
4. The Service provider shall be responsible for paying wages to contract labor at rates not less than the minimum as notified by the Appropriate Government.
5. The Service Provider shall nominate a coordinator/ Single Point Contract (SPOC) who shall be responsible for coordination with the Buyer Department so that optimal services of the person deployed could be availed without any delay.

6. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in an ar based Biometric attendance system at the Buyer's premises.
7. All deployed manpower shall wear uniform and Identity Card provided by the service provider every day during hours.
8. Contractor shall follow escalation of Minimum wages issued by Ministry of Labor and Employment Government

4. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

**SCOPE OF WORK**

1. The Security Agency has to carry out security work inclusive of the jobs of adequately d and maintaining the vigilance of the Township equipment's, facilities, Stores, installations blichments if any etc.
2. The Security Agency shall have to submit the list of personnel engaged by it for the ccc mediately on issue of the letter of intent/work order along with their antecedents.
3. None of the security personnel shall be a member of Trade Union/political outfit and/or interest in trade union/political outfit activities.
4. The Security Agency will be responsible for un-locking/locking of all rooms etc. switching ff lights, fans, power points, air conditioners etc., wherever applicable in township.
5. The Security Agency will be responsible for checking of all incoming and outgoing per: es, goods, office property, article etc. and keeping proper records / entry in the register l maintain gate pass system in respect of incoming and outgoing goods, office property Security Agency shall ensure that no material is taken out hiding in vehicle or on person
6. Security guard on duty at gates shall enquire/interrogate the person/s intending to cor the Township and/or other installations/office premises for ascertaining his/her identity. . ing fully satisfied about the identity of person/s and taking necessary permission from t tent authority of the RFCL Ramagundam Unit, such person/s shall be allowed inside Tow mises and the Security Agency shall keep record of entry of all such person/s.
7. The guard posted in the RFCL gates shall see that cattle or any other animals are not a enter inside township and if found, chase them out.
8. The Security Agency will maintain law and order in RFCL premises, guard areas and vu oints, carry out investigations and submit report to the concerned officer about any issu may be against the interest of the RFCL.
9. The Security Agency shall comply with all the provisions of law of the land applicable w ding security and allied services to the RFCL.
10. The Security Agency shall ensure that at no point of time during the prescribed duty h guard leaves his place of duty. The Security Agency shall arrange to send a relief where regular guard is absent or on leave.
11. The Security Agency will make and keep liaison with local Police authorities for smooth of the contract and do the needful as and when required as per law. Cases of theft/atter ft shall be immediately brought to the notice of RFCL, Ramagundam Unit and shall repo incidents to Police and follow up same, if it is referred to court of law until the case is cl charged.

12. In case of mishap sustained by security personnel of whatsoever nature (minor/major/including death during the course of their duty) the responsibility of granting compensation, shall be borne by the Security Agency and the RFCL shall not be liable the same in whatever manner.
13. In case of pilferage/theft/robbery, it shall be the responsibility of the Security Agency to take the matter to the knowledge of the Concerned officer in-charge, RFCL Ramagundam Unit. If the situation so requires the local police shall be informed (in writing) by the Security Agency for their action as per rule.
14. The Security Agency will arrange of its own the payment of salary/wages including overtime and compensatory pay, if any and other benefits, viz., medical care, etc. as may be required for security personnel deployed against this contract. RFCL is not responsible.
15. The security personnel deployed by the Security Agency for security arrangements at Ramagundam Unit shall be its employees for all purposes and not of the RFCL whatsoever. The Security Agency shall not undertake to recruit any security personnel employed by the Security Agency.
16. The Security Agency will not employ any person having undesirable antecedents and/or criminal records. In case any undesirable activity is noticed by the concerned officer in-charge of the RFCL Ramagundam Unit on the part of any personnel engaged by the Security Agency, he shall be immediately removed from the services of Security Agency against immediate suitable punishment.
17. The agency shall maintain such registers/books/forms that are found necessary for efficiency and performance of the security work undertaken by them. Security Agency will abide with regulations and conditions for engagement of contract labour by the Security Agency prescribed under various laws in the RFCL Ramagundam Unit which will form a part of contract.
18. The Security Agency shall provide daily attendance/deployment chart duly signed by authorized signatory (Security Supervisor) to the concerned officer in-charge of the RFCL Ramagundam Unit for his comment and record.
19. The Security Agency shall keep itself registered with the appropriate Registration Authority and will obtain Labour License for the provision of casual/contract labour from Labour Department within 15 days of the entering into the Contract.
20. The Security Agency shall have to submit detailed information of their personnel engaged for this contract to the local police for character verification before execution of contract and also as and when personnel are substituted/redeployed.
21. The Security Agency shall have to ensure adequate training to its personnel on their own.
22. The Security Agency will be responsible for providing Security Guards with proper uniform including dress, socks, boots, rain protective equipment, torch with cells, gas lamps, bicycle etc. RFCL may provide security gadgets only.
23. The Security Agency will be responsible for both movable and immovable properties at all of RFCL Ramagundam Unit/ Township and shall be liable for any loss or damage to the Government property due to negligence of security personnel. In the event of theft or pilferage of Government / properties of Unit, the cost of property shall be recoverable from the Security Agency. It is the responsibility of the Security Agency to have necessary supervision and administrative control over the security personnel engaged for performing duties required by RFCL.
24. The Security guard personnel employed by the Security Agency shall keep the concerned officer in-charge of the RFCL Ramagundam Unit informed all the activities in and around the Ramagundam complex and take necessary action as and when required and assist the establishment in emergency such as labour unrest and/or other calamities.
25. The Security Agency shall ensure that the guards on duty should always appear in smart uniform wearing full prescribed uniform with proper photo identity card, Name Tab, baton, whist

26. The guard shall not take any alcohol or intoxicants and smoke during duty hours. In the event of any misconduct/negligence in discharge of duty by any security guard, necessary discipline is to be initiated by the agency.
27. The Security Agency shall ensure that no familiarity develops between the guards and the general public. It is also to be ensured that security personnel do not mix up with anti-social/undesirable elements or any other person/persons who are potential threats to security and safety of the facility/ installations.
28. It shall be binding on the part of Security Agency that it does not directly or through its personnel divulge any secret or sensitive information of the RFCL, Ramagundam Unit/Township which comes in his knowledge or in knowledge of his personnel in the discharge of their duties.
29. The guards provided by the Security Agency shall be medically fit, mentally sound and of good physique and not be suffering from any contagious/major diseases. The age of guard shall be preferably below 50 Years.
30. The Security Agency shall provide a 'Guard Checking Register' with the guard deployment point for the purpose of checks carried out by the Security Agency/RFCL authorities. The Security Agency shall generate and submit a security status report to the Competent Authority of the RFCL Ramagundam Unit daily by 10.00 AM.
31. The Security Agency shall be absolutely responsible for the payment of salary by 7<sup>th</sup> of each month as per wage formula promulgated by the DGR on minimum wages, all other statutory dues on account of salary/wages, houses, arrears, employment, termination benefit, compensation or other claim whatsoever for the personnel (or their dependent) employed by him for full time contract and the RFCL shall have no liability whatsoever in relation to such matter.
32. It shall be the Security Agency's responsibility to give all retrenchment benefits to security guards, as per Labour Laws when they are released. In case the Security Agency fails to do so, the RFCL shall have right to withhold the security deposit, till the Security Agency submits the documentary evidence of payment made to its personnel engaged under this Contract for benefits of retirement as per Labour Laws.
33. Any accident/death to Security Agency's employees during the duty hours while performing their duty, will be entirely Security Agency's responsibility and compensation, if any payable under the Compensation Act or any other Act shall be payable by the Security Agency. RFCL shall not be liable for any compensation to this effect.
34. The Security Agency should ensure that the guard shall not accept any eatables/tea/coffee etc. from the strangers.
35. The Security personnel engaged under this contract for deployment in the RFCL, Ramagundam Unit/ Township complex premises must have working knowledge of Telugu, Hindi and English.
36. **STRENGTH OF SECURITY PERSONNEL:**

As per the RFCL's assessment, following category wise security personnel is to be deployed:

For Contract (Township Area)	
Security Supervisor	- 03
Security Guard (without Arms)	- 32

37. The strength of security personnel may be increased/decreased depending upon the requirement.
38. RFCL shall not entertain any claim whatsoever for loss and / or any reduction of strength of any incidence having affect on strength of security personnel after contract has been entered.
39. The number of guards per shift and duty posts shall be finalized in consultation with the concerned officer in-charge of the RFCL Ramagundam Unit and his decision in this matter will be final and binding.
40. The Security Agency shall have to employ sufficient additional security personnel to meet the required strength on consistent and sustained basis and to cater for relief during weekly off/leave/holidays, where applicable. However, no claim shall be entertained by the RFCL for overtime, if any.
41. No overtime shall be paid by RFCL to the Security Agency in any circumstances. The Security Agency shall have to keep sufficient additional strength to meet relief during weekly off/leave/absence of its personnel rather than rotating/re-detailment of available personnel on additional extra duties. In case of forced majeure conditions, the payment by the RFCL to the Security Agency shall be limited to proportional of the (Basic + VDA) and corresponding service charges for each additional hour of such detailment.
42. The Security Agency shall have to submit the list of personnel engaged by it for the contract immediately on issue of the letter of intent/work order along with their antecedents.
43. The Deployment of the Security will be as mentioned below. However, the strength of security personnel may be increased/decreased depending upon the requirement.

Position	Manpower Deployment				
	A Shift	G Shift	B Shift	C Shift	Total
Supervisor - Main gate	1	0	1	1	3
Guard - Main gate	2	0	2	2	6
Guard - B Gate	2	0	2	2	6
Guard - VIP Guest House	1	0	1	1	3
Guard - GM Residency	1	0	1	1	3
Guard - IGH	1	0	1	1	3
Guard - Patrolling (Over all township)	1	0	1	1	3
Guard - Patrolling (Outside of township)	1	0	1	1	3
Guard - School Backside, shopping Complex	1	0	1	1	3

Night Patrolling	0	0	0	2	2
					35

These positions are indicative only, However, RFCL has the right to shift any location as requirement of RFCL.

**44. Personnel Qualifications & Requirements:**

To ensure the highest quality of service, the following standards must be met:

**Physical Fitness:** All guards must be physically fit and below the age of 50.

**Training:** Guards must be trained in basic firefighting, first aid, and crowd management

**Uniform & Equipment:** The agency must provide high-quality uniforms (seasonal), badges (for night shift), whistles, and functional communication devices (Walkie-Talkies).

**Background Checks:** The agency must provide Police Verification Reports (PVR) for all personnel deployed.

**45. Compliance and Statutory Obligations**

The Agency shall be solely responsible for compliance with all labor laws, including Minimum Wages Act (Central/State as applicable).  
 EPF (Employees' Provident Fund) and ESI (Employees' State Insurance) contributions.  
 Provision of weekly offs and national holidays as per statutory norms.  
 Workmen's Compensation Insurance.

**46. Operational Responsibilities**

**Access Control & Gate Management:**

**Visitor Management:** Maintain a digital or manual Visitor Management System (VMS) and the identity of all visitors and confirm entry with the resident via intercom/phone.

**Vehicle Screening:** Inspect all non-resident vehicles using under-vehicle search mirror and visitor parking passes where applicable.

**Material Gate Pass:** Strictly monitor the movement of township property. No material is to leave the premises without a valid gate pass signed by authorized RFCL officials.

**Surveillance and Patrolling**

**Perimeter Security:** Conduct hourly foot patrols along the township boundary walls to detect breaches, scaling, or suspicious activity.

**Night Vigilance (Shift C):** Increased patrolling frequency (every 30 minutes) with high-pressure torches. Focus on poorly lit areas, parks, and utility zones (water tanks, power substations).

**CCTV Monitoring:** If a central control room exists, the Supervisor on duty is responsible for continuous monitoring and reporting of any anomalies.

**Incident & Emergency Response**

**Fire Safety:** Guards must be trained to operate all types of fire extinguishers located throughout the township.

**First Aid:** Act as first responders in case of medical emergencies, assisting in the evacuation and transport of residents to the nearest medical facility.

**Law & Order:** Prevent unauthorized gatherings, strikes, or trespassing. In case of a search, the agency must immediately notify the RFCL Management and local Police.

#### **47. Equipment to be Provided by Security Agency**

The Agency must equip the security team with the following at their own cost:

**Uniforms:** Two sets of high-quality uniforms per year, including caps, belts, and industrial safety shoes.

**Communication:** At least 5 high-frequency Walkie-Talkies for internal coordination.

**Logistics:** 2 Bicycles or 1 Motorbike for patrolling the township periphery.

**Tech Tools:** High-power LED torches for Shift C and metal detectors (HHMD) for gate duty.

#### **48. Personnel Standards**

**Verification:** 100% Police Verification of all staff is mandatory before deployment.

**Training:** Monthly "Refresher Training" on fire safety, soft skills (resident interaction), and agency protocols.

**Age/Health:** Personnel must be aged between 21-50 years, with 6/6 vision (with or without glasses) and no chronic health conditions.

#### **49. ACCOMMODATIONS & MOVEMENT:**

- RFCL shall not provide any accommodation.
- The Security Agency shall have to make their own arrangement for vehicle transportation of his personnel.

#### **50. PAYMENT OF WAGES TO SECURITY PERSONNEL:**

1. The Security Agency shall have to pay wages to his personnel from time to time. The wage shall not be less than the scheduled minimum wages prescribed under the Payment of Minimum Wage Act, 1948 and the Contract Labour (Regulation & Abolition) Act, 1970 as made therein from time to time.
2. No wage period shall exceed one month and the payment has to be made latest 5th day of every month positively irrespective of the Security Agency's submission of bill to RFCL, Ramagundam Unit.
3. The Security Agency shall have to make payment of their personnel through bank. They shall all obtain certificates from them. Wage sheet indicating amount shown in the specimen form shall be submitted to the Security Agency. The Security Agency shall ensure that the amount paid to the security personnel concerned in his bank account to be certified by the Security Agency along with seal. Payment to Security Personnel shall be made by Cheque/RTGS.
4. Security agency shall pay uniform outfit and washing allowances along with the wages to the security guards and supervisors. However, cost of uniform/accessories shall be paid to the security guards/supervisor may be deducted from their wages and supplied to the security guards/supervisor.

Documents for reimbursement of uniform outfit has to be submitted along with first RFP processing.

## **PENALTY**

- A. In the instance of short supplying of manpower that affects the normal security functioning of the company, a penalty of Rs. 300/- per person per shift may be levied on the agency by the in charge of security department. This amount will be calculated on physical availability of manpower in a shift. The cumulative penalty will be debited from the monthly bill to the agency.

This penalty of Rs.300/- per manpower per shift shall be imposed for non-deployment of sanctioned manpower after 3 months from the date of awarding of the contract. Leaving of manpower penalty will be on sole discretion of Engineer-In-Charge.

- B. If the security personnel are found indulging in consuming liquor during duty hours a penalty of Rs.1000/- per instance shall be deducted from the security agency's bill and such security personnel shall not be allowed to continue duty at RFCL Site.
- C. If the security guards & supervisor are found sleeping during duty hours a penalty of Rs.1000/- per instance shall be deducted from Service Provider's bill. If any security personnel is found sleeping repeatedly more than 3 instances should not be allowed to work at the RFCL Site.

## **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to the due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category in which it is bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached](#) trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Rar Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid terms indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference section, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this can raise their representation against the same by using the Representation window provided in the bid details field dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and a Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in the [सामान्य नियम और शर्तें/General Terms and Conditions](#) is contradicted by the conditions stipulated in Service Level Agreement it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत की सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a country which shares a land border with India, 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 Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**