



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers & Chemicals Limited
(A Joint venture company of NFL, EIL & FCIL)
Corporate Office- 4th Floor, Wing-A, Kribhco Bhawan,
Sector-1, Noida, UP-201301

BIDS ARE INVITED FOR

**SUPPLY OF MANPOWER FOR TWO YEARS
AT
RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, CORPORATE OFFICE, NOIDA**

<u>GeM Bid No</u>	<u>GEM/2026/B/7403423</u>
<u>RFCL NIT Ref No</u>	RFCL/C&P/HR/Manpower/25-26/089 Dated: 31.03.2026

March-2026

Tenderer's Sign & Stamp

INDEX

Sr. No	PARTICULARS	ANNEXURES	FROM PAGE	TO PAGE	No. OF PAGES
1.	Index		2	2	1
2.	Instructions to the Tenderer	I	3	7	5
3.	Scope Of Work	II	8	9	2
4.	Additional Terms & Condition (ATC)	III	10	22	13
5.	Model Clause Certificate	IV	23	23	1
6.	Declaration Form-I	V	24	24	1
7.	Declaration Form-II	VI	25	25	1
8.	Affidavit for Non-Blacklisting/De-listing & Type of Firm	VII	26	26	1
9.	Security deposit-cum-performance bank guarantee format	VIII	27	28	2
10.	Bank guarantee for Bid Security Deposit / EMD	IX	29	29	1
11.	Performa for Indemnity Bond	X	30	31	2
12.	Contract Agreement	XI	32	35	4
13.	No claim certificate	XII	36	36	1
14.	Certificate upon Expiry of Contract	XIII	37	37	1
15.	Price Bid /SOR	XIV	38	39	2
16.	Check List	XV	40	41	2
17.	Financial & Technical Statement	XVI	42	42	1
	TOTAL PAGES				42

NOTE:

1. Contractors are requested to see that all the papers of tender documents intacted as per above Index.
2. All the pages of tender documents shall be signed & stamped by the contractor. Digitally signed documents shall be uploaded on E-tender portal for E-tender category only.

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Instructions To The Tenderer

Ref. No. RFCL/C&P/HR/Manpower/25-26/089

Date: 31.03.2026

**To,
GeM Bidders****Sub: Notice Inviting Tender for “supply of manpower for two years” at RFCL Noida Office.”**

Dear Sir/Madam,

Offers are invited for the work as detailed below:

1.	Name of Work	Tender for “supply of manpower for two years” at RFCL Noida Office.”
2.	Validity/Period of the Contract	Two year from the date of award of work + 03 Months extendable on the same rates, terms and Conditions of the contract if Mutually agreed from the date of award of the Contract/LOA.
3.	Consignee Details	CGM (P&HR) I/c, RFCL,4th Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301
4.	Type of Bid	Single Packet Bid
5.	Bid Start Date	31.03.2026
6.	Bid End Date / Time	10.04.2026 at 05:00 PM
7.	Bid Opening Date / Time	10.04.2026 at 05:30 PM
8.	Place of Opening of Bids	Office of Chief Manager (C&P, RFCL CO-Noida

RFCL reserves the right to change/amend the tender schedule (date and/or time) and such revised schedule through corrigendum to be displayed on GeM portal & also on RFCL web site. It shall be the responsibility of the bidder to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. RFCL shall not be responsible if a bidder is not able to participate in any activity related to this tender due to change in tender schedule.

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

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1. Mode of Tendering

Ramagundam Fertilizers and Chemicals Ltd. (A Joint Venture of NFL, EIL & FCIL) intends to select a vendor/ contractor for **“SUPPLY OF MANPOWER FOR TWO YEARS” at Ramagundam Fertilizers And Chemicals Limited (RFCL), Corporate Office, Noida.** as per scope given against this tender, in **Single Packet Bid**, through e-tendering.

In this regard, RFCL invites offers from eligible bidders. The NIT will be posted on website: www.rfcl.co.in and also at Government e Marketplace(GeM) ([url: https://gem.gov.in/](https://gem.gov.in/)) where parties will be able to download the tender documents for participation in the e-tender and submit their bids online. Bidder may submit the Bid Formats duly filled and signed could be scanned. Other documents could be in PDF format.

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

Bidder shall submit their bid and participate in this tender as per the requirements of the e-tendering system. However, in case of any help/clarification, Bidder may contact any one of the following:

a) M/s RFCL – Noida

1) Mr. Shashi Prakash, Chief Manager (Contracts & Procurement) RFCL-Noida L. Line No: 0120-2553614 Email: sprakash@rfcl.co.in	2) Mr. Sankalp Sharma Deputy Manager (Contracts & Procurement) RFCL-Noida Mob No: 74050 17575 Email: sharma.sankalp@rfcl.co.in
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b) Please see GeM portal for technical support.

- To participate in e-tendering of RFCL, please refer **Government-e-Market Place (GeM) (URL: <https://gem.gov.in/>)** for System requirement, Browser configuration, procedures etc.
- All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. RFCL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified / rejected and such vendor shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.
- It is the entire responsibility of the vendors to protect their own login Id and Password/ digital certificate so that is not misused by another person.

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5. Submission of Tenders:

- i) No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
- ii) Tender documents should be submitted/uploaded along with duly filled in all Annexures.
- iii) **The tender will be divided in two parts:**
 - a) **Earnest money**
 - b) **Techno commercial bid**

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

If the party is seeking exemption of EMD under MSMED Act, it is required to upload the requisite documents showing eligibility.

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

Part. 2: Under this part Tenderer will upload scanned copy documents as under and **Tenderer needs to quote the price in GeM portal itself.** The bid price shall include all the costs for the entire scope of work as per the Bidding Documents. Bids based on a system of pricing other than that specified shall be rejected.

- a) Details Scan Copy of RTGS/UTR No. towards EMD of Rs. 1,00,000 /-. The MSEs registered bidders are exempted from payment of Earnest Money Deposit (EMD). If the bidder wants to avail this benefit, the bidder must be the **Service provider of the offered Service.** Relevant documentary evidence (MSE certificate registered with similar services) in this regard shall be uploaded under the column "EMD status" in GeM in respect of the offered service. (for details please refer GeM bid).
- b) Signed copy of NIT and complete Tender Document as token of acceptance offer terms and conditions to be uploaded.
- c) Duly filled Declaration Forms I, II (Annexure-V & VI) with supporting documents to be uploaded.
- d) Affidavit as per Annexure-VII on Non-Judicial Stamp paper of Rs.100/- to be Uploaded
- e) Notarized/ Certified copy Power of Attorney/ Authorization in name of person who has signed the tender documents/ bid to be uploaded.
- f) Copy of the Pan Card to be uploaded.
- g) Documentary Proof for GSTIN Registration No to be uploaded.
- h) PF Registration No. issued by RPFC to be uploaded.
- i) Blank Cheque/ Bank details for bank A/c particulars etc to be uploaded.
- j) Documents as per Clause 37 of Additional Terms & Conditions-ATC (Refer Annexure-III) i.e. eligibility criteria to be uploaded.**
- k) MSME/ Start up certificate (if applicable) to be uploaded.
- l) Indemnity Bond as per Annexure-X to be uploaded.
- m) Integrity Pact (If applicable) to be uploaded.

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6. **Opening of Tender:** The Tender shall be opened electronically as under: -

Part 1: Containing Earnest Money ~~and tender fee~~ shall be opened first on the Scheduled Date & Time of opening of tenders.

Part 2: Containing Techno-commercial will then be opened. Necessary clarifications if required shall be taken from the bidders.

7. All pages shall be initialed at the lower **left hand corner** and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
8. No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall be liable to be rejected.
9. The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister / group / Associates Company. In such cases only one of them will be eligible for participating in the tender.
10. While submitting the offer, bidders may ensure that tender documents / offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non- acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
11. One person will be allowed to represent only one company during discussion/negotiation with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
12. In case, due to some unforeseen circumstances, the date of opening of the tender happens to be a holiday / closed day, the tender will be opened on the next working day.
13. The tender is non-transferable. Unsigned tenders shall be outrightly rejected.
14. RFCL shall not be responsible for delay, loss or non-receipt of tender document sent by post.
15. The personnel of the contractor shall not enter into any unlawful activity within the premises of RFCL and have a good character.
16. The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from RFCL. If at any time such a discrepancy is detected, the contract shall stand terminated without any notice and the security deposit shall be forfeited.
17. The offers received after scheduled date and time of submitting the offer would be outrightly rejected.
18. If the tenderer/(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, RFCL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, RFCL shall deem such tender as cancelled, unless the firm retains its character.
19. RFCL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.

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20. If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/influencing the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
21. Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
22. Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
23. "Bidder shall not be affiliated with a firm or entity:
 - (a) That has provided consulting services related to the work to the RFCL during the preparatory stages of the work or of the project of which the works/services forms a part of. OR
 - (b) That has been hired (proposed to be hired) by the RFCL as an Engineer/ Consultant for the contract."
24. The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle/ relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such "Power of Attorney" should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender."
25. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to RFCL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
26. RFCL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by RFCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by RFCL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RFCL there under."
27. This letter / instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
28. **The tender shall be addressed to Chief Manager (C&P), RFCL-Noida.**

Thanking You
For & On Behalf Of
Ramagundam Fertilizers and Chemicals Limited

Sankalp Sharma
Deputy Manager (Contracts & Procurement)

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Scope of work

The SCOPE OF WORK under the said contract are illustrative only and not exhaustive, which may also include various other jobs related as may be assigned from time to time.

CATEGORY (Unskilled, Skilled Manpower)

1. Utility Personnel (Unskilled Category)

- 1.1 Up-keeping and Cleaning of water jugs, Water filters, Crockery, cutleries and de-dusting of side racks, files, telephones, various machineries, computers daily in the RFCL offices.
- 1.2 Filling of water jugs/bottles.
- 1.3 Serving of water/tea/coffee/lunch etc. to the RFCL officers and their guests in RFCL offices.
- 1.4 Attending call bell of RFCL officers and discharge other day to day works of the office as assigned / instructed by RFCL officer.
- 1.5 Visit to different places like Bank, Post office, different offices or as instructed by Office-in-charge. The utility boy should have valid driving license to drive 2 wheeler. Reimbursement of using own vehicle shall be made to individual directly by RFCL.

2. Driver (Skilled Category)

- 2.1 Deploying drivers with good mental & emotional status and valid LMV Driving licence for driving the Company Cars assigned for company top management which include CEO, CFO AND OTHER TOP OFFICIAL for commuting from home to office & vice versa or any place upon exigency/instruction of RFCL official on the round the clock, 24 x 7 basis for all 365 days of a year.
- 2.2 Proper eye test of the driver shall be carried out by a registered Optometrist before deployment. Copy of the certificate shall be submitted to RFCL. This eye test shall be carried out after every one year.
- 2.3 Driver should not be in intoxicated condition while on duty.
- 2.4 The Driver shall be deployed on exigency of RFCL Official. However, these timings can be modified / changed as per need by the official.
- 2.5 No overtime/extra amount will be paid to the contractor for retaining the person against absenteeism. Contractor shall have to keep sufficient additional strength to meet relief during weekly off/leave/absenteeism of its personnel.

3. Housekeeping Personnel (Unskilled Category)

- 3.1 Sweeping, cleaning, mopping of entire floors of office with disinfectant cleaners, including reception, halls, conference rooms, meeting rooms, office rooms, cabins, cubicles, passage lobbies, utility service areas, railings, extended balconies, pantry, Sub-station, Server Room, sills inside windows including slabs, etc.
- 3.2 Cleaning and dusting of all doors and windows, furniture, fittings, fixtures, equipments's and accessories, office tables, Almira's, book shelves, chairs, side racks, plant boxes, cupboards, walls, partitions, low height partitions, jambs, grooves, rebates, glazed and paneled partitions, glazed panes, recesses, built-in accessories, computer systems and their peripherals, doormats, etc.
- 3.3 Cleaning of carpets at least twice in a month by vacuum cleaner in all the rooms.
- 3.4 Scrubbing, cleaning and dusting of pantries in each wing on all the floors.
- 3.5 Scrubbing, cleaning and dusting of wash-basins, sanitary fittings, glasses, mirrors, etc.

- 3.6 Cleaning and disinfecting of toilets and all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers, etc. Brush thoroughly to include below water level and under rims including area at hinges and cistern handles.
- 3.7 Re-stock toiletries, including liquid hand wash soaps, toilet rolls, air fresheners, odonil, sanitary / urinal cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, and on call basis during daytime.
- 3.8 Dusting of electrical switchboards, light fixtures, overhead light fixtures, fans, hot cases, air conditioner vents, projectors, nameplates, photos, notice boards, telephone instruments, photocopiers, etc.
- 3.9 Spraying room fresheners in all office area at regular intervals at least twice a day.
- 3.10 Cleaning and clearing of wastepaper baskets, dustbins, garbage bins, cob-webs, etc.
- 3.11 Upkeep and cleaning of drains provided in pantries / toilets including removal of bottlenecks and upkeep of sewer, removal of chokes from drains and sewer within the office complex.
- 3.12 Removal of chokage, if any, from the Sewers and Drains from the peripheral area in RFCL Office Complexes at 4th Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP.
- 3.13 Disposal of waste, garbage and rubbish collected by cleaning the area, drains, sewers, etc. and transportation and disposal thereof from site to nearest corporation bin outside RFCL premises. For this purpose, the Contractor will employ his staff for the collection and disposal work. In any case, garbage will not be dumped within the office premises.

ADDITIONAL TERMS & CONDITION (ATC)**1.0 Earnest Money**

Tenderer to submit Earnest Money of **Rs: 1,00,000 /- (Rs. One Lakhs only)** in the form of crossed Demand Draft / Banker's Cheque issued by any scheduled bank except rural and co-operative bank in favour of "Ramagundam Fertilizers and Chemicals Limited" payable at New Delhi. **EMD may also be submitted in the form of Bank Guarantee (Refer Annexure-IX).** Cheque shall not be accepted in any case. Alternatively, the above amount(s) can also be transferred through digital means directly to RFCL's bank account (**SBI CC No. 40306767010, IFSC: SBIN0004298**) along with intimation of the banks transfer reference number to us. In case party is seeking exception of EMD under MSMED Act, the party is required to submit the required documents showing eligibility.

The EMD shall be forfeited and appropriated by RFCL in regard to the NIT without prejudice to any other right or remedy to RFCL under the following conditions:

- a) If a Bidder withdraws his Bid during the validity or agreed extension validity period duly 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) If the L-1 Party who backs out and does not accept work order/LOI, their EMD will be forfeited and will not be allowed to participate in re-tender case and should be black listed after issuing show cause notice and following due procedures.
- d) If successful Bidder fails to commence the work awarded to him or sign the Contract agreement in accordance terms of Contract.

(Tender received without EMD is liable to rejected))

2.0 Security Deposit:

- a. **The Security Deposit shall be 5 % of the contract / Works order value excluding taxes.**
- b. Initial Security Deposit (ISD) shall be **2.5% of the Contract Work Order Value** which is required to be deposited within **15 days** of the issue of the Letter of Intent (LOI) / WO by the successful tenderer. EMD (If applicable) can be adjusted against SD or returned as per terms of the contract. The balance amount shall be recovered @ 2.5% from each running account bill and the final bill as to make the total security deposit at 5% of the Contract / Work Order Value. In case work is split between two or more parties, SD shall be submitted based on the value of split order. **If the security deposit is not received within a period of 15 days, the same may be deducted from the first bill submitted by the contractor after adjusting the EMD amount (If Submitted).** No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from security deposit. **In the event of non-performance /non-compliance with any provisions of the Contract by the Contractor or termination of contract due to default of the contractor, other than Force Majeure reasons, the Security Deposit/Performance Guarantee shall be forfeited.** Security deposit is for Annualized Contract/Work order value. Contract having provisions for extension after satisfactory performance in the first year shall not require additional SD, provided the party has fulfilled all his contractual statutory obligations for the first year. In the event, document pertaining to successful completion of his statutory obligations are not provided, SD will be deducted afresh from the second-year value while retaining first year value.
- c. The Security Deposit will be refunded to the Contractor after successful completion of the contract period + three months claim period. No interest shall be paid on E.M.D., I.S.D. and S.D.

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- d. Security deposit may be deposited through Electronic Fund Transfer (EFT) using the below mentioned bank details: -

1.	NAME OF FIRM	RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
2.	BANK ADDRESS	STATE BANK OF INDIA, COMMERCIAL BRANCH, 70, THE GREAT EASTERN CENTRE, NEHRU PLACE, NEW DELHI, 110019
3.	IFSC CODE	SBIN0004298
4.	ACCOUNT NO.	40306767010

NOTE: If bidder opts to submit EMD/Tender fee through RTGS/NEFT then he/she shall submit copy of such transaction details immediately to sharma.sankalp@rfcl.co.in and sprakash@rfcl.co.in

- e. Security Deposit(SD) may also be deposited in the form of Bank Guarantee (**Annexure-VIII**).

3.0 **DURATION OF CONTRACT** : The said contract shall be for a period of **2 (Two) years** with effect from the date of issue of Letter of Award (LOA) and can be **extended for a further period of 3 months** on the same rates, terms and Conditions of the contract if Mutually agreed.

4.0 The Manpower provided will be required to perform duties as assigned to them by Engineer-in-charge (EIC)/Officer in Charge (OIC) or RFCL authorities from time to time.

5.0 **Completion Certificate/Final Bill:**

The Engineer-in-charge shall normally issue to the contractor the completion certificate within one month after receiving an application thereof from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of contract documents. The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him.

Final bill including following documents shall be submitted by Contractor within 30 days from the certified date of completion of the work:

- 8.1.1 Final bill of quantities and rates in the Performa.
- 8.1.2 All claims or reimbursements pursuant to the contract including "No claim certificate" shall be given on the firm letter head.
- 8.1.3 No dues certification for facilities provided by RFCL to the Contractor.
- 8.1.4 Indemnity certificate towards all payments and statutory payments, indemnifying RFCL in this regard.

Aforesaid documents and documents in compliance with statutory requirement shall be submitted along with the final bill apart from the documents to be submitted along with RA bills.

The final bill shall also include all additional claims of the contractor and considered conclusive. The final bill, complete in all respects, shall be submitted by the Contractor within one month of the completion of work. No further claim shall be allowed by RFCL after Final bill. **Contractor shall also furnish "NO CLAIM CERTIFICATE" in the prescribed Performa (Annexure- XII) along with Final Bill.**

6.0 On expiry of the contract, Successful Bidder/Vendor have to submit a certificate as per Annexure-XIII on their letter head along with final bill.

7.0 **Period of liability (Defect Liability Period) :**

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

8.0 **QUANTUM OF JOB:**

8.1 The estimated value of work has been given indicates approximate quantities. However, the Contractor shall have to deploy human resource depending upon the requirements of the Office. The rates shall remain firm for the increased or decreased quantities. However, **RFCL will not give any guarantee for minimum billing or minimum quantum of work to be executed against the contract.**

8.2 If the Contractor is unable to execute the work and any loss is incurred by the Contractor in this respect, it will be to the Contractor's account. The Company may also terminate the contract after giving a 15 (fifteen) days' 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 risk and cost of the Contractor till the expiry of period of the contract and debit the cost plus 25% to the Contractor.**

8.3 Contractor is supposed to quote for complete items of Schedule of Rates. RFCL reserves the right to reject the incomplete tenders. RFCL reserves the right to reject the tender of the party if the quoted rates are lower than minimum floor margin (*refer DoE OM No.F.6/1/2023-PPD dated 06.01.2023*) or if there is any deviation from the terms and conditions of NIT.

8.4 **Deployment of Manpower:** Presently there is no requirement of manpower in semiskilled category, however in case there would be the requirement in near future in semi-skilled category, then the following rates shall be payable to successful bidders. However, Profit/Service Margin shall remain firm during the currency of contract.

Sl. No.	Description	WAGES PER MONTH (₹)
		SEMI-SKILLED
1	BASIC PAY W.E.F. 01.10.2025* (Central govt)	23128
2	OTHER ALLOWANCE (Fixed)	1200
3	SPECIAL ALLOWANCE	---
4	TOTAL (Sr. No 1+2+3))	24328
5	PROVIDENT FUND (@13%) of Sl. 1 or Rs. 15000/- whichever is lower	1950
6	ESIC/Mediclaim Policy (3.25%) of Sl. 4 or Rs. 21000/- whichever is lower.	683
7	BONUS (8.33%) as per Payment of Bonus Act, 1965 of ₹ 7000/-or the minimum wage for the scheduled employment, as fixed by the appropriate government, whichever is higher or as applicable from time-to-time.	1927
8	LEAVE SALARY (2.5 days per month)	2224
9	Uniform	208
10	MONTHLY WAGES (SL. 4+5+6+7+8+9)	31319

9.0 RFCL REPRESENTATIVE

9.1 RFCL shall designate a representative(s)/Officer In-charge who shall be authorized to act for and on behalf of RFCL with respect to this AGREEMENT. RFCL may change the designated representative(s) at any time by so advising the CONTRACTOR in writing.

10.0 Officer In-Charge

The Officer In-Charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work in his judgment, and to decide disputes which arise in the execution of the work. The Officer In-Charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the Contractor may appeal to the Officer In-Charge whose decision shall be final and binding. The decision of the Officer In-Charge of Ramagundam Fertilizers and Chemicals Limited, Noida shall be final in regard to all matters relating to this Tender including for determining the category of work with reference to material of an item not mentioned in the Scope of Work.

11.0 PERFORMANCE OF SERVICES:

11.1 CONTRACTOR warrants that the performance of the SERVICES shall be in a professional and highly skilled manner, consistent with such good industry practices as are customarily employed and shall be in accordance with established codes and standards.

11.2 **Upon RFCL's requisition for manpower, the CONTRACTOR shall be required to submit the bio-data of prospective Manpower along with the attested copies of certificates of qualification etc. of the Manpower within timelines provided by Officer-in-charge of the requirement raised by RFCL.**

The CONTRACTOR shall provide CVs of Manpower above 18 years of age. In no case deployment of Manpower shall be beyond 55-years of age.

The shortlisted candidates shall be called for Interaction. The original testimonials shall be checked and duly verified by the dealing person of the Contractor before confirming availability of the candidate for Interaction. The same shall be available with the candidate's verification at the time of Interaction. The selected manpower would generally be required to join at the allocated office **within 15 calendar days** from the date of communication regarding selection to the Contractor/issue of mobilization form or as specified by RFCL. **The Contractor shall ensure to undertake the Police verification report against these Manpower at the time of joining to RFCL.**

CONTRACTOR shall forward to RFCL copy of the appointment letter issued to its Manpower.

9 Billing Procedure for Works in Progress:

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

- 9.1.1 Self-attested copy of the PF challan and ECR with respect to PF deposit.
- 9.1.2 Self-attested copy of ESI challan.
- 9.1.3 Self-attested copy of the Wage sheet.
- 9.1.4 Self-attested copy of the proof for transfer of salary to his employees bank account.
- 9.1.5 Leave record of employee along with each month of bill needs to be submitted.

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9.2 **Running Account Payments:** All running account payments shall be considered advance payment against the final bill payment and not as payments for work actually done.

9.3 **Final Certificate:** Officer In-Charge may issue the final certificate (within 15 days of application submitted) to the Agency/contractor upon receipt of application from the contractor/Agency post submission of No-Claim Certificate and after satisfaction of all liabilities of the Contractor in all respect. Until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities.

10 Termination of Contract:

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

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

or

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

or

10.3 If the Contractor obtains the contract with RFCL as a result of ring tendering or other non-bonafide methods of competitive tendering, **or**

10.4 If the Contractor assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority, **or**

10.5 If the Contractor abandons the contract, **or**

10.6 If the Contractor becomes bankrupt / insolvent.

10.7 RFCL may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts. (a) if the Contractor fails to arrange the supply of any or all the resources within the period(s) (b) if the Contractor fails to perform any other obligation(s) under the contract.

10.8 If Contractor does not submit the documentary evidence in respect of statutory payment like PF, ESI, etc., for consecutive 2 (two) months, RFCL management reserves the right to terminate the contract.

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) daysⁿ notice in writing and no claim/compensation shall be payable by the RFCL as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONSULTANT and acceptable to RFCL, up to the date of termination.

11 Terms of Payment:

Payment against the running bills: Payment of Monthly RA Bills shall be released through Electronic Fund Transfer (EFT) mode after making necessary recoveries / deductions towards Income Tax, Applicable Taxes, Security Deposit (as stipulated vide clause No 9), Penalty etc as applicable from time to time, including any amendment/ modification thereof, against submission of Bill after completion of the work. Security Deposit shall be refunded post submission of No-Claim Certificate and after satisfaction of all liabilities of the Contractor in all respect. **Payments of Running Bills will be made within 30 days of receipt of bill complete in all respects.**

Payments of Final Bill will shall be released within 60 days of receipt of bill complete in all respects. **Payment of 5% security deposit/deducted shall be released after completion of contract on demand within 30 days.**

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- 12 WORKING HOURS: Working Hours shall be notified by RFCL as per law.**
- 13 Signing of Contract Agreement:** The Contractor's responsibility under this Contract will commence from the date of issue of the LOA / Work Order. The Tender Documents and Other Documents exchanged between the Tenderer and RFCL, the Letter of Acceptance and Work Order shall constitute the Contract. The successful Tenderer shall have to execute an Agreement with Ramagundam Fertilizers and Chemicals Limited, on a non-judicial stamp paper of Rs. 100.00 at Noida, **within 10 (Ten) days of date of issue of the Work Order or start of work whichever is earlier.**
- There should be no delay in executing the agreement. The contract agreement on behalf of Contractor shall be signed by the contractor or his authorized representative. Contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- Contract Agreement is executed complete in all respect including attestation of the witnesses and no part of the same is left blank or incomplete.
- The cost of stamp paper shall be borne by the Contractor. The Agreement to be executed shall be in the Agreement Performa to be specified by RFCL at **Annexure- XI.**
- 14 Time Schedule:** Contractor shall Mobilize at RFCL, Noida within 7 (Seven) days of award of the Work Order & issue of LOA. However, if the necessity arises Contractor may have to mobilize at RFCL, Noida within 3 days of the award of the Order & issue of LOA.
- 15 Contractor has to retain the existing Manpower.** However, it is the sole responsibility of contractor to ensure the correctness of credentials and candidature of the manpower. Based on the documents and performance of candidate in interview (if required) RFCL may select the candidate for job work and decision of RFCL will be final in this regard. If performance of candidates is not satisfactory, man power will be replaced at the sole discretion of RFCL and Contractor is required to provide the replacement as per instructions of Engineer-in-charge (EIC)/Officer in Charge (OIC).
- 16 The Contractor has to make the payment to his employees on or before 7th day of the following month directly into their bank accounts. The documentary proof of transfer of monthly salary to the outsourced Manpower shall be provided along with monthly bills. In case Contractor fail to do so, RFCL being the Principal Employer will disburse the payment to his employees employed for this work and deduct the amount so paid from his bill. For this, RFCL will recover additional 25% of the total wage bill of the employees, as departmental/administrative charges from the Contractor.**
- 17** In case Contractor fails to submit the supporting documents pertaining to statutory payments of contract employees/workers along with the bill, **an amount equivalent to 40% of the billed amount pertaining to employee component may be withheld to take care of fulfillment of statutory requirements** such as PF, ESI, Bonus etc. by the Contractor. Further wherever Contractor fails to pay the wages to its employees, RFCL reserves the rights to pay the wages to the Contractor's employees directly on behalf of the Contractor after deducting the payments out of bills/dues payable to the Contractor's. However, in such cases, 25% will be recoverable extra on account of administrative expenses over and above the amount paid by RFCL.
- 18** If Contractor does not submit the documentary evidence in respect of statutory payment like PF, ESI, etc., **for consecutive two months RFCL management has reserve the right to terminate the contract in accordance with the Termination clause of this NIT.**
- 19** In case of non-compliance with any of the conditions / provisions contained in E.P.F. Act 1952 & ESIC Act 1948 as amended from time to time, **RFCL reserves the right to provisionally retain 40% of the Contractor's payment towards employees"** and employer's contributions, which may be released only on verification of Challan by Officer In-Charge for deposit of PF & ESIC Contribution.
- 20** The Owner will not be responsible for any injury sustained by the employees of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contractor and his employees. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the responsibility of the Contractor. Any other expenditure incurred by RFCL to face the situation arising out of the negligence of the Contractor will be recovered from his dues payable by RFCL under the Contract.

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- 21 The Contractor shall indemnify and keep indemnified the RFCL against all losses and claims for injuries or damages to any person or property of RFCL whatsoever which may arise out of the consequence of the execution of works either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto. Indemnity Bond to be given by the successful bidder at the time of awarding of contract as per **Annexure-X**.
- 22 The Contractor shall at all times keep the RFCL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Equal Remuneration Act 1976, Employees Compensation Act 1923, Employees Liability Act 1938, Employment of Child Labour Act 1938, Abolition of Bonded Labour Act and Contract Labour (Regulation & Abolition) Act 1970, The code of Wages 2019, The code of social security 2020, or any other Act regulating the employment of employees by the Contractor.
- The Contractor shall at all times indemnify the owner against any claim which may be made under the ESI Act 1948 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any employee or other person whether in the employment of the Contractor or not.
- 23 The Contractor shall ensure that its employees wear identification badges (cards), uniforms and Personnel protection equipment (PPE"s if required) which will be provided by the contractor at its own cost.
- 24 **Safety Regulations:** All the accidents to Contractor's staff will be reported to the Officer - In charge promptly. This will, however, not relieve the Contractor of any other statutory obligations. For any Default/ accident /loss due to the negligence of Contractor/Employee/Workers, the liability of contractor shall be "Absolute liability"
- 25 **Sub-Contracting** of the job will not be allowed without prior written permission of the owner (RFCL). If sub-contracting is allowed by Owner in full or part, the contractor shall be solely responsible for paying each Sub-Contractor and any other person to whom any amount is due from Contractor for services, materials or supplies otherwise related to the Work. Contractor shall take all reasonable steps and actions to ensure that such services have been or will be properly performed. Owner shall not be deemed by virtue of the Contract to have any contractual obligation to or relationship with any Sub Contractor. The responsibility of successful completion of work by sub- contractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- 26 **Increase/decrease in Wages:** Employees deputed by the contractor shall be entitled to increase/decrease in minimum wage rate by Labour department, Govt. of India on six monthly basis and increase/decrease in minimum wages along with other statutory payments shall be reimbursed by the RFCL to the contractor.
- 27 **Overtime wages:** Overtime shall be payable as per applicable rules (Service charges shall be payable on overtime)
- 28 **Payment of Gratuity as per Act:** Gratuity amount shall be reimbursed by RFCL if become payable as per the provision of The Payment of Gratuity Act-1972 and no service charges shall be paid to contractor on such Gratuity Amount.
- 29 **ESI/Mediclaim Policy:** The Contractor is required to take Medical Insurance (Group Health Insurance- Family Floater & Group Personal Accident Insurance) **in lieu of ESIC** of minimum Rs. 5,00,000/- (Rupees Five lakh Only) each for all personnel deployed in RFCL. Contractor shall submit copy of the documentary evidence to this effect (along with list of Employees) at the time of raising 1st invoice and whenever required by RFCL. The above provision shall be applicable for employees not covered under Employee State Insurance Act, 1948.

30 DISPUTE RESOLUTION

(i) Amicable Resolution

- a. Any dispute, controversy, difference or claim whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof whether during or after completion of the works or whether before or after termination shall at first instance be attempted to be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party.
- b. The parties shall nominate one (01) representative/committee for negotiations for amicable resolution within fifteen (15) days of receipt of notice of dispute. Upon such reference, such nominees shall meet (in-person or by video conferencing) at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the dispute / difference.
- c. If the dispute is not resolved within thirty (30) days thereon, the dispute shall be referred to arbitration as per the procedure mentioned below.

(ii) Arbitration

- a. A written notice shall be given by the party invoking arbitration to the 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 applications and proceedings arising out of or in connection with the arbitration, including applications under Sections 9, 11, 34, and 37 of the Arbitration & Conciliation Act, 1996 (or its *pari-materia* in any amendment or in any new act that may follow).
- d. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.
- e. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration exceed Rs. Five crores, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.
- f. The language of the Arbitration shall be English.

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- g. It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR / Base Rate applicable to RFCL on date of award of contract.
- h. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

31 Jurisdiction :

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

32 FORECLOSURE:

If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work or to terminate the contract due to any reason including force majeure, regulations or ordinance of any government or for any reasons whatsoever, the Officer in Charge shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure. Such foreclosure will be by 15 (fifteen) days' notice in writing and no claim / compensation shall be payable by the OWNER as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONTRACTOR and acceptable to OWNER up to the date of termination.

33 MSME vendor Payment through TReDs:

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

The details of MI Exchange contact person is as below:

Contact Name: Shreyas Watile

Contact No: 7057527698

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

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

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34 Public Procurement Policy for Micro and Small Enterprises (MSEs)

“ From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long term support to micro, small and medium enterprises and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.

The offers submitted by MSE, shall be considered in Accordance with Public Procurement Policy for MSEs. The parties claiming benefits Under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, RFCL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy. Few Highlights of the benefits proposed to MSMEs are as under:

- There is an exemption from payment of earnest money to registered MSEs (Applicable only for Manufacturers/Service Providers and not to Traders/dealers).
- MSEs quoting price within price band L1 + 15%, when L1 is from someone other than MSE, shall be allowed to supply/serve at least 25% of tendered value at L1 subject to lowering/matching of price by MSEs to L1.
- However, for all other purposes, MSEs shall be bound by the terms and conditions of the NIT.

All Guidelines shall be applicable for MSE's as notified by the Central Govt./Ministries from time to time.”

35 Model Clause

Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General Financial Rules (GFRs) 2017, dated: 23.07.2020 shall be submitted.

(Signed/stamped copy on party/ Company letter head the as per enclosed Tender Annexure-IV is to be submitted).

36 In case of any contradiction of terms, Additional Terms and Conditions (ATC) override all other terms, including Service Level Agreements (SLAs), Special Terms and Conditions (STC), and General Terms and Conditions (GTC) of GeM.

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37 ELIGIBILITY CRITERIA: The bidders need to meet the eligibility criteria mentioned below and submit the self-certified documentary evidences in support thereof.

Techno-Commercial Criteria

S. No.	Conditions	Documents required (To be uploaded on GeM)	Uploaded(Y/N)
1.	<p>Bidder should be Service Provider / Contractor having successful experience of Supply of Manpower during the last Seven (7) years.</p> <p>Note: “The last 7 years shall be counted from last date of the preceding month in which tender has been Issued.”</p>	<p>i) Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate.</p> <p>ii) In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above. The Authorization certificate should be issued for specific tender/enquiry.</p> <p>iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid.</p> <p>iv) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized(Latest)</p> <p>v) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted</p> <p>vi) For Transport unions/Co-operative societies/Registered societies/Registered Companies, Limited or Pvt- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.</p>	
2.	<p>Bidder should have successfully completed contract for Supply of Manpower during immediate last 7 years as mentioned below:</p> <p>One work not less than Rs. 64.47 Lakhs Excluding Taxes, Duties etc.</p> <p>or</p> <p>Two works of not less than Rs. 40.29 Lakhs Excluding Taxes, Duties etc.</p> <p>or</p> <p>Three works of not less than Rs. 32.23 Lakhs Excluding Taxes, Duties etc.</p>	<p>Copy of Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client.</p>	
3.	<p>The average Annual turnover of the bidder in last three financial years shall not be less than Rs. 24.18 Lakhs Excluding Taxes, Duties etc.</p> <p>Note:</p> <ul style="list-style-type: none"> In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, 	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years. (FY 2022-23 , 2023-24 & 2024-25) having UDIN.</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder’s company).</p>	

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	<p>bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, In case ,audited annual report of immediate preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st September, it is compulsory to submit the financial details of the immediate three preceding financial years only.</p> <ul style="list-style-type: none"> • In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. • Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited. 		
4.	<p>The net worth of the bidders should be positive for the Financial year 2024-25 ending 31st March 2025.</p>	<p>A Copy of Audited* Balance Sheet should be submitted in support of your claim having UDIN.</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p>	

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5.	<p>Bidder should have minimum working capital of Rs. 8.06 Lakhs Excluding Taxes, Duties etc. as per Audited Financial result of FY 2024-25</p> <p>“Working capital should be current assets minus current liabilities.</p>	<p>Copy of audited balance sheet for the Financial year (2024-25) should be submitted.</p> <p>Or,</p> <p>Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of Rs. 8.06 Lakhs Excluding Taxes, Duties etc. as on preceding month in which tender has been issued.</p>	
6.	<p>I. Bidder must not be black listed by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the Holiday list of RFCL.</p>	<p>Self-certification(s) for both should be submitted on Party's letterhead for the same.</p>	

38 Evaluation Criteria

1. **Evaluation Method:** Total value wise evaluation.
2. Those bidders who found to be technically suitable as per **Techno-Commercial** Eligibility criteria and those bidders whose service charges/Profit Margin found lowest will be declared successful Lowest (L1) bidder on financial/Price Bid evaluation, the contract will be awarded to parties **as per GeM rules.**

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**Model Clause Certificate:
(On Party/Company's Letter Head)**

Tender Ref. No.: RFCL/C&P/HR/Manpower/25-26/089 Dated: 31.03.2026

**To,
M/s. RFCL,
CO-Noida**

Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General Financial Rules (GFRs) 2017, dated: 23.07.2020

Sir,

I (authorized signatory) for M/s have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that this bidder M/s..... **[Vendor Name & Address]** is not from such a country

OR,

If from such a country **[Tick appropriate option & cut the other one]**, has been registered with the competent authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered **[attach evidence of valid registration certificate with competent authority]**.

For M/s

Authorized Signatory

(With company seal & Name)

Seal & Signature of Party

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ANNEXURE-V

DECLARARTION-FORM-I

(The following declaration to be signed by Tenderer / Contractor and to be submitted along with required documents which would be duly self- certified)

To,

**CM (C&P)
RFCL-Noida**

Subject: Tender No.:- RFCL/C&P/HR/MANPOWER/25-26/089 Dated: 31.03.2026

Name of the Contract: - SUPPLY OF MANPOWER FOR TWO YEARS at Ramagundam Fertilizers And Chemicals Limited (RFCL), Corporate Office, Noida..

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of “**SUPPLY OF MANPOWER FOR TWO YEARS at Ramagundam Fertilizers And Chemicals Limited (RFCL), Corporate Office, Noida.**” work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. Ramagundam Fertilizers and Chemicals Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

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

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

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

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

Thanking you

Yours faithfully

For M/s _____
(Signature of Contractor/Tenderer with SEAL)
Address: _____

Tenderer's Sign & Stamp

DECLARATION FORM-II

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

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

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

Signature of the Contractor/ Tenderer with SEAL

Place: _____ Dated: _____

Tenderer's Sign & Stamp

(An Affidavit in **original** on Non-Judicial Stamp Paper of Rs.100.00 duly attested by Notary)

AFFIDAVIT

I, S/o Sh. aged years, working as Proprietor/ Managing Partner/ Director of M/s having its registered office at do hereby solemnly affirm and declare on oath as under:

1. That I am competent to swear this affidavit being **proprietor/one of the partners/ Director** of M/s
2. That my firm M/s is **proprietorship/partnership firm/company** and is participating in tender for supply of manpower for two years against **Tender No: RFCL/C&P/HR/Manpower/25-26/089 Dated: 31.03.2026.**
3. That I hereby confirm and declare that none of my / our group / sister concern/ associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s and my/ our firm/group/company/sister concern / associate company have not been black listed/ de-listed or put on holiday by any institutional agencies/Govt. Deptt./Public Sector Undertaking, in the last THREE years.
5. That, if there is any change in the Name & Style, Constitution and Status of the firm, the same will be informed to RFCL immediately.
6. That I further undertake that in case any of the facts contained above and in our application is found other-wise or incorrect or false at any stage, my/our firm/company/group/sister concerns/associate companies shall stand debarred from the present and future tenders of the RFCL.
7. Details of our group/sister concerns/associate companies are as under:-

Sr. No.	Name of Firm (Sister Concern)	Type of Business	Details of Association

8. That I, **Proprietor**, Authorize Sh. S/o to work with RFCL on behalf of M/s

OR

We the partners 1 2. 3.....
4..... Authorized Sh.
S/o..... to work with RFCL on Behalf of M/s

(Signature of the Proprietor/Managing Partner/Director with Seal)

DEPONENT

Verified at on that the contents of paras 1 to 9 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/Managing Partner/Director with Seal)

DEPONENT

(Signature & Seal of Notary)

DEPONENT(S)

In case of Proprietorship Firm-The Proprietor is to submit the Affidavit.

In case of Partnership Firm – All the partners should sign the submitted Affidavit.

In case of Limited Firm – Managing Director should submit the Affidavit.

Note: Kindly strike of which is not applicable.

Seal & Signature of Party

Tenderer's Sign & Stamp

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and Ramagundam Fertilizers and Chemicals Limited, a Company registered in India under Companies Act, 1956 and having its registered office at Core -III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003, India (Hereinafter referred to as "Owner") which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated _____ (hereinafter called CONTRACT) entered into between Ramagundam Fertilizers and Chemicals Limited and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum- Performance Bank Guarantee for Rs. _____

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

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

Tenderer's Sign & Stamp

ANNEXURE- IX

BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD

In consideration of Ramagundam Fertilizers and Chemicals Limited (RFCL), having its registered office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road , New Delhi-110003 (hereinafter called "RFCL" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt (hereinafter called the, the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no _____ for _____ hereinafter called "the said tenderer' of such bid security deposit for the due fulfilment by the said tenderer(s) of the terms and conditions contained in the said tender _____ for on production of bank guarantee for Rs. (Rupees _____ only).

1. We _____ Bank hereinafter referred to as 'The Bank' do hereby undertake to pay to "RFCL" an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by 'RFCL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us.
2. We _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'RFCL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'RFCL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees only).
3. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of „RFCL“ under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of RFCL certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ to include 3 months claim over and above the period mentioned in the paragraph for the validity of the Bank Guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.
4. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL.
5. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'RFCL' in writing.

Dated _____ day of _____ 202

Corporate Seal for Bank

Tenderer's Sign & Stamp

ANNEXURE-X

INDEMNITY BOND

(To be submitted by Successful bidder)

(To be executed and notarized on Non Judicial Stamp Paper of Rs.500/-)

This DEED OF INDEMNITY is made on the _____ day of _____ between M/s. _____

(Hereinafter called 'The Successful bidder' of the per part) and the Ramagundam Fertilizers and Chemicals Limited (hereinafter called 'RFCL' of the other part)

That the RFCL has awarded work of _____ vide work order No. _____ Dated _____ and the successful bidder has signed the terms and conditions including the GENERAL CONDITIONS of the agreement agreed between successful bidder and the RFCL on dated _____. This document is part and partial of the above referred agreement.

As per the terms and conditions relating to the compliance of various LABOUR LAWS for the contracting period in the above referred work order. The SUCCESSFUL BIDDER has agreed to comply with the provisions of all the LABOUR LAWS applicable from time to time and/or his sub-successful bidders including his workers or any other nature of workers engaged with or without the consent of the RFCL.

The Per Party i.e. the SUCCESSFUL BIDDER moved by the sentiments of justice and humanity as well as by the desire to secure the permanent peace and tranquility in and amongst the labor community, AGREE and UNDERTAKE to following:-

1. I hereby expressly undertake to bound by all the provisions of the Contract Labour (Regulation and abolition) Act, 1970 and the Contract Labour(Regulation and abolition) Rules,1972, as the case may be, framed there under, Interstate Migrant Workers Act, Minimum Wages Act, Payment of Wages Act, The Code of Wages 2019, Workmen Compensation Act, Industrial Disputes Act, Provident Fund and Misc. Act, BOCW Act, Workmen Compensation Act and Scheme / Rules framed there under and all other Labour Laws applicable from time to time to me and and/or all sub-successful bidders engaged by me to carry out the awarded work on 'RFCL Site/Office'. I also hereby agree and undertake to maintain different registers, forms and other necessary records required to be maintained under the provisions of various applicable labour laws and its rules applicable from time to time.
2. I also undertake and agree to furnish the details as and when required any documents, registers, forms or any other information under any labour laws which are applicable to the organization and the successful bidder or sub successful bidder from time to time.
3. I Further Undertake to Comply with The Stipulations relating to various Labour Laws as per the General Conditions of the Contract agreement under heading Labour Laws as is applicable currently or amended from time to time in terms with the mandatory requirements imposed by the statutory bodies functioning under the relevant LABOUR LEGISLATION.
4. I further undertake to furnish the details as and when required in the prescribed format as decided by the RFCL in case of any accidents which may result into man-days/man- hour loss including fatal accidents.

Tenderer's Sign & Stamp

5. I have read and understood the Guidelines Relating to Labour Laws Compliance issued by the RFCL and I hereby expressly agree and undertake to comply with the requirements under aforesaid guidelines up to the completion of the contract.
6. I further undertake to indemnify the RFCL from all the litigations/ disputes/ claims accrued out of this from the commencement to the completion of the successful bidder. I also undertake abide by all the status/rules/regulations of any statutory body.
7. In case I fail to provide any amenity / benefits required to be provided under any labour laws applicable to the company or the successful bidder from time to time, I accept any kind of financial liability like fine, penalty, imposition of damages for non-compliance of the provisions of the acts and if I fail to do so, the company, being a principal employer shall be at liberty to deduct the amount from the bill amount.
8. I further declare that as per the articles of the **Associations of our Company / Partnership Deed/ Proprietary Documents**, I am authorized to furnish this undertaking and the Successful bidder shall be bound by the stipulations herein contained and so will be the Sub-successful bidder(s).
9. This Indemnity Bond / Agreement is Subject to Delhi Jurisdiction only.

Place:

Date:

Witness:

Accepted by:

(For, Principal Employer)

Tenderer's Sign & Stamp

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

THIS CONTRACT made at RFCL,Noida on the ----- day of ----- BETWEEN RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, registered in India under the Indian Companies Act 2013, having its registered office at Ramagundam Fertilizers and Chemicals Limited (RFCL), Scope Complex,Core No. III, 7 Institutional Area, Lodhi Road, New Delhi - 110003 India (hereinafter referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the ONE PART.

AND

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

WHEREAS the owner is desirous of executing certain works more specifically mentioned and described in the Work Order No./Letter of Intent No -----Dated ----- for total Contract value of Rs.(Rs.....(Only) and WHEREAS the contractor has agreed to execute the work as specified in the Tender Documents and Work Order/ Letter of Intent referred to above and also in the contract documents.

NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE-I

1.0 CONTRACT DOCUMENTS:

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

- a) This contract;
- b) NIT/Tender documents;
- c) Work Order No..... dated.....
- d) Letter of Intent / Notification of Award No..... dated.....
- e) Contractor Quotation/bid dated.....
- f). Owner's Tender Document/ NIT No.....dated.....
- g) Amendment/ Addendum/ Corrigendum dated(If any) to Tender Document/NIT.
- h) Owner's Letter/email dated.....(If any).
- i) Contractor's Letter/email dated (If any).

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

ARTICLE-2

2.0 SCOPE OF WORK

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

ARTICLE-3

3.0 TERM

3.1 The contract work shall be duly executed and completed in all respect and handed over to Ramagundam Fertilizers And Chemicals Limited within a period ofmonths/year w.e.f to The time mentioned herein shall be the essence of the contract.

ARTICLE-4

4.0 TERMINATION OF CONTRACT

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

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

-Abandons the work

Or

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

Or

- Persistently fails to adhere to the agreed program of work

Or

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

Or

-Performance is not satisfactory or work is abnormally delayed

Or

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

Or

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

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

Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

4.3 CONSEQUENCES OF TERMINATION

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

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

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

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

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

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

ARTICLE-5

5.1 FORCE MAJEURE CLAUSE (FMC)

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

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

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

ARTICLE-6

6.1 INDEMNITY BY CONTRACTOR

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

ARTICLE-7

7.1 ENTIRE CONTRACT

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

ARTICLE-8

8.0 NOTICE

8.1 Subject to any provisions in the contract documents to the contrary, any notice, order of communication sought to be served by the Contractor on the Owner with reference to the contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only, if delivered by Hand or by Registered Post/ Speed Post or email to the Officer/Engineer-In-Charge as defined in the General Terms and Conditions of the contract.

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

ARTICLE-9

9.0 WAIVER

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

ARTICLE-10

10.0 NON-ASSIGNABILITY

10.1 The contract and benefits and obligations thereof shall be strictly personal to the Contractor and shall not on any account be assignable or transferable by the Contractor, except without written prior permission of Owner.

ARTICLE-11

11.1 DISPUTE RESOLUTION

(i) Amicable Resolution

- a. Any dispute, controversy, difference or claim whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof whether during or after completion of the works or whether before or after termination shall at first instance be attempted to be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party.
- b. The parties shall nominate one (01) representative/committee for negotiations for amicable resolution within fifteen (15) days of receipt of notice of dispute. Upon such reference, such nominees shall meet (in-person or by video conferencing) at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the dispute / difference.
- c. If the dispute is not resolved within thirty (30) days thereon, the dispute shall be referred to arbitration as per the procedure mentioned below.

(ii) Arbitration

- a. A written notice shall be given by the party invoking arbitration to the authorised representative/designated authority of the other party(s).
- b. The seat and venue of the Arbitration shall be New Delhi, India and shall be governed by the laws of India and adjudicated as per Indian laws.
- c. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. The Courts at New Delhi shall have exclusive jurisdiction over all applications and proceedings arising out of or in connection with the arbitration, including applications under Sections 9, 11, 34, and 37 of the Arbitration & Conciliation Act, 1996 (or its *pari-materia* in any amendment or in any new act that may follow).
- d. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.
- e. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration exceed Rs. Five crores, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.
- f. The language of the Arbitration shall be English.
- g. It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR / Base Rate applicable to RFCL on date of award of contract.
- h. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

(iii) Jurisdiction :

a. (for Delhi / Corporate office Noida)

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

11.2 For Foreign Parties

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

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

The language of the arbitration shall be English.

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

ARTICLE-12

12.0 JURISDICTION

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

The Integrity pact shall also form the integral part of this Contract Agreement

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

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Ramagundam Fertilizers and Chemicals Limited
(Owner)
(With Rubber stamp)

Contractor
(With Rubber stamp)

Date:
Place:

Date:
Place:

In the Presence of:

In the Presence of:

Witness

Witness

1.

1.

Signature
Name of Signatory
Address

Signature
Name of Signatory
Address

2.

2.

Signature
Name of Signatory
Address

Signature
Name of Signatory
Address

NO CLAIM CERTIFICATE

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

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

Yours faithfully,

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

(Company stamp)

Date:

Place:

Tenderer's Sign & Stamp

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

It is certified that:

- a) "I/We have made all payments towards wages as defined under the Payment of Wages Act, 1936 and the Contract Labour (Regulation & Abolition) Act, 1970 in respect of manpower engaged/employed for the execution of work awarded by RFCL Noida vide work order No. _____ dated _____
- b) "I/We have deposited ESI and PF Contribution in respect of all the workers engaged by me/us and as mentioned / shown in the Attendance Register Sheets/wage Payment Register sheets for execution of the above work.
- c) In case any dispute arises on account of the above referred work order, we undertake to discharge our statutory obligations under various Labour laws, if any and hereby indemnify M/s Ramagundam Fertilizers and Chemicals Limited, from any such responsibilities/payments"

Seal & Signature of the Contractor

Tenderer's Sign & Stamp

PRICE BID (SCHEDULE OF QUANTITIES & RATES)**SUPPLY OF MANPOWER FOR TWO YEARS**

RFCL NIT Ref No : RFCL/C&P/HR/Manpower/25-26/089 Dated: 31.03.2026
 GeM Bid No: GEM/2026/B/7403423

Sr. No.	Description of Personnel's	Unit	Tentative Quantity (Nos.)	Monthly Wages(in ₹) Break-up provided here under	Service charges/profit Margin per month per personnel (in % age)	Service charges/profit Margin per month per personnel (in ₹)	Unit Rate Total (in ₹)	Amount for one month (in ₹)
A	B	C	D	E	F	G	H=E+G	I=D*H
1	UTILITY PERSONNEL	Nos.	5	28527	Response not to be filled here. To be filled on GeM portal.			
2	DRIVERS	Nos.	4	34524				
3	HOUSKEEPING PERSONNEL	Nos.	2	27524				
TOTAL AMOUNT (In Rs)								
TOTAL AMOUNT IN WORDS								

Tenderer's Sign & Stamp

Break-Up of Wages/Salary as applicable to Category (Unskilled, Skilled) employees

Sl. No.	Description	WAGES PER MONTH (₹)		
		SKILLED (Driver)	UNSKILLED (Utility Personnel)	UNSKILLED (House keeping Personnel)
1	BASIC PAY W.E.F. 01.10.2025* (Central govt)	25506	20930	20930
2	OTHER ALLOWANCE (Fixed)	1600	1000	----
3	SPECIAL ALLOWANCE	---	---	---
4	TOTAL (Sr. no 1+2+3))	27106	21930	20930
5	PROVIDENT FUND (@13%) of Sl. 1 or Rs. 15000/- whichever is lower	1950	1950	1950
6	ESIC/Mediclaim Policy (3.25%) of Sl. 4 or Rs. 21000/- whichever is lower.	683	683	680
7	BONUS (8.33%) as per Payment of Bonus Act, 1965 of ₹ 7000/-or the minimum wage for the scheduled employment, as fixed by the appropriate government, whichever is higher or as applicable from time-to- time.	2125	1743	1743
8	LEAVE SALARY (2.5 days per month)	2453	2013	2013
9	Uniform	208	208	208
10	MONTHLY WAGES (SL. 4+5+6+7+8+9)	34524	28527	27524

- The Wages as tabulated above has to be paid by the Contractor to their employees engaged for providing the services.
- **Increase/decrease in Wages:** Employees deputed by the contractor shall be entitled to increase/decrease in minimum wage rate by Labour department, Govt. of India on six monthly basis and increase/decrease in minimum wages along with other statutory payments shall be reimbursed by the RFCL to the contractor.
- **Overtime wages:** Overtime shall be payable as per applicable rules (Service charges shall be payable on overtime)
- **Payment of Gratuity as per Act:** Gratuity amount shall be reimbursed by RFCL if become payable as per the provision of The Payment of Gratuity Act-1972 and no service charges shall be paid to contractor on such Gratuity Amount.
- **ESI/Mediclaim Policy:** The Contractor is required to take Medical Insurance (Group Health Insurance- Family Floater & Group Personal Accident Insurance) **in lieu of ESIC** of minimum Rs. 5,00,000/-(Rupees Five lakh Only) each for all personnel deployed in RFCL. Contractor shall submit copy of the documentary evidence to this effect (along with list of Employees) at the time of raising 1st invoice and whenever required by RFCL. The above provision shall be applicable for employees not covered under Employee State Insurance Act, 1948.

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Check List for submission of Tender

S.N	Document details	Uploaded on GeM portal (Yes / No) Referring Page no.
1	Scan Copy of RTGS/UTR No. towards EMD of Rs. 1,00,000 /-. The MSEs registered bidders are exempted from payment of Earnest Money Deposit (EMD). If the bidder wants to avail this benefit, the bidder must be the Service provider of the offered Service . Relevant documentary evidence (MSE certificate registered with similar services) in this regard shall be uploaded under the column “EMD status” in GeM in respect of the offered service.	
2.	Signed copy of NIT (Signed in all pages) / Digitally signed copy of NIT as a token of acceptance of all Terms & Conditions.	
3.	Declaration & Performas	
3.a	Declaration Form-I Duly Self-Certified as per Annexure-V to be uploaded	
3.b	Declaration Form-II Duly Self-Certified as per Annexure-VI to be uploaded	
4	Self-attested copy of PAN Card to be uploaded	
5	Self-attested copy of GST Certificate (If applicable) to be uploaded.	
6	Signed & Stamped Copy for Documentary proof for PF Registration Number to be uploaded.	
7	Signed & Stamped Copy for Documentary proof for ESI Registration to be uploaded.	
8	Notarized/ Certified copy Power of Attorney/ Authorization in name of person who has signed the tender documents/ bid to be uploaded.	
9	Affidavit as per Annexure-VII on Non-Judicial Stamp paper of Rs.100/- to be Uploaded (Original Affidavit to be couriered)	
10	MSME/Startup Certificate/Class-I, Class-II Supplier etc. (If applicable) to be Uploaded	
11	Blank Cheque/ Bank details for bank A/c particulars etc to be uploaded.	
12	Indemnity Bond as per Annexure-X to be uploaded.	
13	Bidder should be Service Provider / Contractor having successful experience of Supply of Manpower during the last Seven (7) years. i) Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate. ii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid. iii) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized(Latest) iv) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted.	

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14.	Experience of Successfully completed similar works (Providing Human Resource On Outsourcing Basis for Administrative, Supervisory, Secretarial And Support Function Work)	
15.a	<p>One Similar work* value not less than ₹ 64.47 Lakhs excluding taxes,duties etc. During the last Seven Years.</p> <p>Or</p> <p>Two Similar Works* value not less than ₹ 40.29 Lakhs excluding taxes,duties etc. During the last Seven Years.</p> <p>Or</p> <p>Three Similar Works* value not less than ₹ 32.23 Lakhs excluding taxes,duties etc. During the last Seven Years.</p> <p>*Work Order Copies & Completion Certificate to be uploaded</p>	
16	Average Annual Financial Turnover* (FY 2022-23, 2023-24 & 2024-25) at least Rs 24.18 Lakhs excluding taxes,duties etc.	
16.a	<u>Copy of Audited Balance Sheet /Profit & Loss Account having UDIN for FY 2022-23 to be uploaded</u>	
16.b	<u>Copy of Audited Balance Sheet /Profit & Loss Account having UDIN for FY 2023-24 to be uploaded</u>	
16.c	<u>Copy of Audited Balance Sheet /Profit & Loss Account having UDIN for FY 2024-25 to be uploaded</u>	

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Financial & Technical Statement

Financial Statement

	FY 2022-23	FY 2023-24	FY 2024-25
	As on 31st March 2023	As on 31st March 2024	As on 31st March 2025
Annual Turnover			
Net Worth			
Working Capital			

Note: Duly Certified by Bidder.

Technical Statement

Sr. No.	PO Ref No.	PO Value (Rs.) (Including GST)	PO Executed Value (Rs.) (Including GST)	Remarks
1				
2				
3				
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Note: Duly Certified by Bidder.

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